

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re:)	Case No. 10-50494
)	
FAIR FINANCE COMPANY)	Chapter 7
)	
Debtor.)	Judge Jessica E. Price Smith
)	

TRUSTEE'S REPORT OF SALES

Now comes the Trustee, Brian A. Bash, and in accordance with Bankruptcy Rule 6004(f)(1), respectfully represents that during this case, the Trustee has sold the following:

- **Personal Property at the Debtor's Wooster Location**

The Trustee states that a Motion for Authority to Sell the Personal Property at Debtor's Wooster Location was filed on June 2, 2010 [D.I. 170], and a copy was given to all parties in interest, advising such parties of a proposed sale, and that no objections were filed. This court granted the Motion on July 1, 2010 [D.I. 207].

The Trustee further states that the personal property was sold to Mr. Clint Houk for the sum of \$750.

- **Artwork**

The Trustee states that a Motion for Authority to Sell Artwork Free and Clear of Liens, Claims and Encumbrances Pursuant to 11 U.S.C. §363 was filed on June 30, 2010 [D.I. 203], and a copy was given to all parties in interest, advising such parties of a proposed sale, and that no objections were filed. This court granted the Motion on September 30, 2010 [D.I. 275].

The Trustee further states that 110 of the 112 pieces of the artwork were sold to numerous buyers at an auction held on October 16, 2010, and the remaining two pieces were sold on May 14, 2011.

The Trustee further states that he received net proceeds totaling \$360,316.25. The majority of the artwork was purchased by Richard Hart (bidder #78) and Nathan D. Isen (bidder #57) (the auction report prepared by The Cleveland Auction Company is attached as Exhibit A).

- **Vehicles**

The Trustee states that an Emergency Motion for Authority to Sell Vehicles was filed on October 29, 2010 [D.I. 294], and a copy was given to all parties in interest, advising such parties



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of a proposed sale, and that no objections were filed. This court granted the Motion on November 1, 2010 [D.I. 298].

The Trustee further states that the vehicles were sold to numerous buyers at an auction held on January 20, 2011.

The Trustee further states that the vehicles sold for \$984,750 and the Trustee received net proceeds totaling \$939,791.71 (the auction report prepared by RM Auctions is attached as Exhibit B).

- **Reproduction 1936 Auburn Speedster with 2004 Title**

The Trustee states that a Motion (I) to Approve Compromise with Joseph Reynolds and (II) for Authority to Sell Vehicle was filed on August 4, 2011 [D.I. 403], and a copy was given to all parties in interest, advising such parties of a proposed sale, and that no objections were filed. This court granted the Motion on August 25, 2011 [D.I. 423].

The Trustee further states that the vehicle was sold to Auctions America at an auction held on September 5, 2011.

The Trustee further states that the vehicle sold for the sum of \$40,000 and the Trustee received net proceeds totaling \$36,650 (the auction report prepared by RM Auctions is attached as Exhibit C).

- **Real Property Located at 1326 Broad Street, New Castle, Indiana**

The Trustee states that 1326 Broad Street, New Castle, Indiana was assigned to the estate pursuant to an Assignment Agreement between the Trustee and Durham Restaurants dated September 16, 2011.

The Trustee states that a Motion for Authority to Sell Property was filed on November 8, 2011 [D.I. 504], and a copy was given to all parties in interest, advising such parties of a proposed sale, and that no objections were filed. This court granted the Motion on December 6, 2011 [D.I. 521].

The Trustee further states that the real property was sold to Broad Street Partners, LLC on December 5, 2013.

The Trustee further states that the personal property sold for \$235,000 and the Trustee received net proceeds totaling \$32,517.00 (attached as Exhibit D).

- **United Expressline, Inc.**

The Trustee states that a Motion to Approve Compromise with United Expressline, Inc. was filed on June 22, 2012 [D.I. 980], and a copy was given to all parties in interest, advising such

parties of compromise, and that no objections were filed. This court granted the Motion on July 19, 2012 [D.I. 1007].

The Trustee further states that all, or substantially all, of the assets of United Expressline, Inc. were sold to Trailer Acquisitions, Corp. pursuant to that Motion to Compromise.

The Trustee further states that he received net proceeds totaling \$600,000.

- **AIS Equipment and PAC Assets**

The Trustee states that a Motion for an Order (I) Granting Authority to Sell Estate Property Free and Clear of Liens, (II) Authorizing the Employment and Retention of Norman J. Gallivan, Inc., and (III) Approving Compensation for Norman J. Gallivan, Inc. was filed on October 1, 2012 [D.I. 1096], and a copy was given to all parties in interest, advising such parties of a proposed sale, and that no objections were filed. This court granted the Motion on October 19, 2012 [D.I. 1116].

The Trustee further states that he received net proceeds totaling \$14,018.22 (the auction report prepared by Gallivan is attached as Exhibit E).

- **2006 Ford F-150 Truck**

The Trustee states that a Motion for an Order (I) Granting Authority to Sell Estate Property Free and Clear of Liens, (II) Authorizing the Employment and Retention of BKAssets.com, LLC, and (III) Approving Compensation for BKAssets.com, LLC was filed on April 25, 2013 [D.I. 1238], and a copy was given to all parties in interest, advising such parties of a proposed sale, and that no objections were filed. This court granted the Motion on May 17, 2013 [D.I. 1257].

The Trustee further states that he received net proceeds totaling \$11,282.50 (the sale report prepared by BKAssets.com, LLC is attached as Exhibit F).

- **Durham's Interest in TC 860, LLC**

The Trustee states that a Motion for an Order Authorizing and Approving the Sale of Property to TC 860, LLC was filed on July 2, 2015 [D.I. 1729], and a copy was given to all parties in interest, advising such parties of a proposed sale, and that no objections were filed. This court granted the Motion on August 21, 2015 [D.I. 1865].

The Trustee further states that the interest was sold to TC 860, LLC for the sum of \$10,000, pursuant to a *Membership Interest and Purchase and Sale Agreement dated June 29, 2015* (attached as Exhibit G).

- **Real Property Located at 143 Rueda Encina Street, Gun Barrel City, Texas**

The Trustee states that a Motion for the Entry of an Order (I) Authorizing the Sale of Real Estate, (II) Authorizing the Trustee to Retain, and Approving Compensation for, a Broker; and (III) Confirming the Trustee's Authority Under General Order No. 2 to Take Steps to Protect and

Market the Property as Reasonably as Necessary was filed on July 31, 2015 [D.I. 1824], and a copy was given to all parties in interest, advising such parties of a proposed sale, and that no objections were filed. This court granted the Motion on August 21, 2015 [D.I. 1869].

The Trustee further states that a Trustee's Notice of Intention to Sell Estate Property Other Than in the Ordinary Course of Business Pursuant to Prior Order was filed on December 21, 2015 [D.I. 2101], and a copy was given to all parties in interest, advising such parties of a proposed sale, and that no objections were filed.

The Trustee further states that the real property was sold to Gary Smith and Debra Smith on February 1, 2016, for the sum of \$232,500. After payment of delinquent property taxes, brokerage commission and other seller-side closing costs, all authorized by this court, the net proceeds of sale received for the benefit of the Debtor's estate totaled \$146,168.52.

- **Sale of Stock in National Lampoon**

The Trustee states that a Motion for Authority to Sell Stock Free and Clear of Liens, Claims and Encumbrances Pursuant to 11 U.S.C. § 363 was filed on May 3, 2017 [D.I. 2305], and a copy was given to all parties in interest, advising such parties of a proposed sale, and that no objections were filed. This court granted the Motion on May 12, 2017 [D.I. 2312] authorizing the Trustee to sell the stock that he obtained from Timothy Durham for \$750,000 together with the assignment of a script owned by National Lampoon.

The Trustee further states that on May 16, 2017, he entered into a Stock and Purchase Agreement with Gerald Daigle (a copy of the Stock and Purchase Agreement is attached as Exhibit H).

The Trustee further states that on June 30, 2017, he received total proceeds of \$3,750,000 from the sale of National Lampoon for the benefit of the Debtor's estate. \$3,000,000 represented repayment of debt owed to the estate by National Lampoon. \$750,000 represented the cash proceeds component for the sale of the stock of National Lampoon.

- **Sale of Script Obtained in Connection with Sale of Stock of National Lampoon**

The Trustee states that a Motion for Authority to Sell Script Free and Clear of Liens, Claims and Encumbrances Pursuant to 11 U.S.C. § 363 was filed on July 31, 2017 [D.I. 2360], and a copy was given to all parties in interest, advising such parties of a proposed sale, and that no objections were filed. This court granted the Motion on August 18, 2017 [D.I. 2367].

The Trustee further states that the script was sold to Rowland Stone Media, LLC.

The Trustee further states that the script sold for the sum of \$75,000. There has been no subsequent activity towards production of the script.

- **Midwest Rubber Assets**

The Trustee states that a Motion for an Order (I) Authorizing the Trustee to Conduct Article 9 Sale of the Estate's Collateral, (II) Authorizing Norman J. Gallivan, Inc. to Auction Collateral, and (III) Approving Compensation for Norman J. Gallivan, Inc. was filed on August 22, 2017 [D.I. 2369], and a copy was given to all parties in interest, advising such parties of a proposed sale, and that no objections were filed. This court granted the September 6, 2017 [D.I. 2376].

The Trustee further states that the Midwest assets were sold with the assistance of Matt Gallivan Auctioneer for the total amount of \$150,000. Net proceeds in the amount of \$118,906.53 were transferred to the estate on October 25, 2017 (the auction report prepared by Gallivan is attached as Exhibit I).

- **Real Property Located at 815 E. Market Street, Akron, Ohio**

The Trustee states that a Motion to Approve Sale of Property Free and Clear of all Liens, Claims and Encumbrances on March 18, 2019 [D.I. 2549], and a copy was given to all parties in interest, advising such parties of a proposed sale, and that several responses were filed. This court granted the Motion on April 19, 2019 [D.I. 2564].

The Trustee further states that the personal property was sold to AGPC, Inc. for \$7,500 and the real property was sold to AGPC, Inc. for \$115,000 per the Agreement of Purchase and Sale dated February 22, 2019 (attached as Exhibit J).

- **Sale of Remnant Assets**

The Trustee states that a Motion for Entry or Orders (1) Establishing Procedures for the Marketing and Sale of Certain Personal Property of the Estate Free and Clear of Liens, Claims and Encumbrances, and (2) Approving the Sale of Certain Personal Property of the Estate, Free and Clear of Liens, Claims and Encumbrances Pursuant to 11 U.S.C. § 363 and Bankruptcy Rule 6004 was filed on March 14, 2022 [D.I. 2713], and a copy was given to all parties in interest, advising such parties of a proposed sale, and that several responses were filed. This court granted the bidding procedures motion on April 6, 2022 [D.I. 2715]. This court granted the sale motion on June 14, 2022 [D.I. 2736].

The Trustee further states per the Notice of Winning Bid in Connection with Sale of Certain Personal Property of the Estate Free and Clear of Liens, Claims and Encumbrances filed on May 10, 2022 [D.I. 1719] the remnant assets were sold to SLFAQ for the sum of \$10,000.

Date: January 24, 2023

Respectfully submitted,

/s/ Brian A. Bash

Brian A. Bash, Trustee (0000134)

BAKER & HOSTETLER LLP

Key Tower

127 Public Square, Suite 2000

Cleveland, Ohio 44114-1214

Telephone: 216.621.0200

Facsimile: 216.696.0740

Trustee in Bankruptcy

EXHIBIT A

Lot	Description	Bid Amount	15% Com.	Bidder	Inv. #
1	Kinder Harris Mixed Media Sculpture	\$180.00	\$27.00	88	201150
2	Mixed Media Abstract Face Sculpture 20th c.	\$250.00	\$37.50	101	201160
3	N. Rockwell Muggleton Stagecoach Lithograph	\$750.00	\$112.50	78	201170
4	N. Rockwell "Hayseed Critic" Lithograph	\$1,300.00	\$195.00	135	201180
5	N. Rockwell The Connoisseur Lithograph	\$725.00	\$108.75	96	201704
6	Peter Max Goofy Serigraph Print	\$550.00	\$82.50	78	201705
7	Peter Max Mickey Mouse Serigraph Print	\$700.00	\$105.00	78	201130
8	James Bond Autographed Movie Memorabilia	\$1,000.00	\$150.00	78	201140
9	Michael Aram Plated Silver Sculpture	\$130.00	\$19.50	63	201236
10	Penny Haynes Abstract Painting	\$150.00	\$22.50	123	201690
11	Penny Haynes Abstract Painting	\$200.00	\$30.00	56	201680
12	Penny Haynes Abstract Painting	\$190.00	\$28.50	94	201580
13	Penny Haynes Abstract Acrylic Painting	\$200.00	\$30.00	94	201010
14	Penny Haynes Abstract Painting	\$250.00	\$37.50	98	201020
15	Penny Haynes Abstract Painting	\$190.00	\$28.50	101	201030
16	Modernist Painting of a Musician	\$275.00	\$41.25	96	201000
17	Rolling Stones Montage Giclee Print	\$300.00	\$45.00	52	201100
18	Peter Max Mixed Media Painting of Bono	\$4,250.00	\$637.50	78	201190
19	Peter Max Painting of the Rolling Stones	\$6,250.00	\$937.50	78	201196
20	Peter Max Painting of the Rolling Stones	\$7,750.00	\$1,162.50	78	201197
21	Peter Max Painting of Rolling Stones	\$8,750.00	\$1,312.50	78	201198
22	Peter Max Painting of the Rolling Stones	\$8,750.00	\$1,312.50	78	201199
23	Peter Max Mick Jagger Mixed Media Painting	\$7,000.00	\$1,050.00	78	201430
24	Peter Max Grammy Painting	\$4,750.00	\$712.50	78	201310
25	Peter Max Mixed Media Painting of Bono	\$8,250.00	\$1,237.50	78	201200
26	Peter Max Mixed Media Painting of Bono	\$8,250.00	\$1,237.50	78	201210
27	Peter Max Mixed Media Painting of Bono	\$8,750.00	\$1,312.50	78	201220
28	Peter Max Mixed Media Painting of Bono	\$9,000.00	\$1,350.00	78	201230
29	Peter Max Mixed Media Painting of Bono	\$9,250.00	\$1,387.50	78	201240
30	Peter Max Mixed Media Painting of Bono	\$9,500.00	\$1,425.00	78	201250
31	Peter Max Mixed Media Painting of Bono	\$4,000.00	\$600.00	78	201260
32	Peter Max Mixed Media Painting of Bono	\$10,500.00	\$1,575.00	78	201270
33	Peter Max Mixed Media Painting "The Grammys"	\$11,500.00	\$1,725.00	78	201400
34	Peter Max Mixed Media Painting of Angel	\$4,000.00	\$600.00	78	201191
35	Peter Max Lady in Repose Painting	\$9,750.00	\$1,462.50	78	201192
36	Peter Max "Friends" Painting of Two Ladies	\$5,000.00	\$750.00	78	201207
37	Peter Max Blue-Green Vase Painting	\$5,000.00	\$750.00	57	201290
38	Peter Max Blue-Yellow Vase Painting	\$4,000.00	\$600.00	57	201300
39	Peter Max Cosmic Fantasy Acrylic Painting	\$12,500.00	\$1,875.00	78	201440
40	Peter Max Lady with Flowers Painting	\$12,000.00	\$1,800.00	78	201460
41	Peter Max Painting of an American Flag with Heart	\$8,250.00	\$1,237.50	78	201201
42	Peter Max "Cosmic Strides" Painting	\$3,250.00	\$487.50	78	201202
43	Peter Max "Umbrella Man" Painting	\$5,750.00	\$862.50	78	201203
44	Peter Max "A Better World" Painting of Sunset	\$10,000.00	\$1,500.00	78	201206
45	Peter Max Indianapolis "Victory" Painting	\$8,250.00	\$1,237.50	136	201320
46	Peter Max "Better World" Sunset Painting	\$3,500.00	\$525.00	101	201280
47	Peter Max Flower Blossom Lady Painting	\$8,750.00	\$1,312.50	78	201340
48	Peter Max Liberty Head Painting	\$12,500.00	\$1,875.00	78	201390
49	Peter Max Liberty 2000 Painting	\$4,250.00	\$637.50	80	201420
50	Peter Max Mixed Media Painting of Tim Durham	\$950.00	\$142.50	57	201186
51	Peter Max Mixed Media Painting of Tim Durham	\$1,300.00	\$195.00	64	201187
52	Peter Max Mixed Media Painting of Tim Durham	\$700.00	\$105.00	57	201188
53	Peter Max Portrait Painting of Tim Durham	\$850.00	\$127.50	57	201193
54	Peter Max Painting of Tim Durham	\$950.00	\$142.50	57	201194
55	Peter Max Mixed Media Painting of Tim Durham	\$750.00	\$112.50	57	201195
56	Peter Max Mixed Media Painting of an Auburn Car	\$4,000.00	\$600.00	57	201215
57	Peter Max Mixed Media Auburn Car Painting	\$3,500.00	\$525.00	57	201216
58	Peter Max Painting of a 1936 Auburn Car Indy	\$4,250.00	\$637.50	57	201410
58A	Peter Max Mixed Media Painting of Auburn Car	\$4,000.00	\$600.00	57	201219
59	Peter Max "Lady 500" Indy Race Painting	\$24,000.00	\$3,600.00	113	201450
60	Peter Max Indy 500 Race Car Sculpture	\$11,000.00	\$1,650.00	57	201212
61	Tom Hale "BMW 509" Giclee Print	\$225.00	\$33.75	1	201480
62	Tom Hale Automobile Detail Watercolor Painting	\$1,600.00	\$240.00	91	201610

Lot	Description	Bid Amount	15% Com.	Bidder	Inv. #
62A	Tom Hale Painting of a 1937 Cord	\$2,800.00	\$420.00	61	201110
63	Peter E. Maier Auburn Automotive Painting	\$5,750.00	\$862.50	50	201700
64	Tokheim Shell Gas Pump	\$1,800.00	\$270.00	1	201204
65	Coutu Figure in Red Painting	\$450.00	\$67.50	107	201500
66	Coutu Clear Mind Abstract Acrylic Painting	\$500.00	\$75.00	59	201189
66A	H.Coutu Positive Movement Limited Edition Painting	\$375.00	\$56.25	59	201701
67	Lange Contemporary Watercolor Painting	\$650.00	\$97.50	101	201510
67A	Lois M. Templeton Abstract Painting	\$1,100.00	\$165.00	59	201703
68	Abstract Watercolor Painting	\$350.00	\$52.50	1	201630
68A	Inscriptions/Universe B Contemporary Watercolor	\$350.00	\$52.50	1	201490
69	Martha Kaplan Abstract Painting	\$325.00	\$48.75	101	201520
70	Four Part Contemporary Chinese Watercolor	\$650.00	\$97.50	1	201002
70A	"Universe" Contemporary Watercolor Painting	\$350.00	\$52.50	1	201470
71	Renoir Vollard Print of Nude Lady	\$2,500.00	\$375.00	103	201181
72	Renoir "Gabrielle and Jean" Etching	\$1,400.00	\$210.00	103	201182
73	Renoir Reclining Nude Femme Nue Entendue Etching	\$2,000.00	\$300.00	90	201183
74	Renoir Ambroise Vollard Lithograph	\$3,000.00	\$450.00	122	201184
75	Contemporary Nude Drawing by Nancy Chu Woo	\$550.00	\$82.50	59	201211
76	Tom Gardner Abstract Acrylic Painting	\$650.00	\$97.50	94	201214
76A	Tom Gardner Contemporary Abstract Painting	\$450.00	\$67.50	94	201213
77	Picasso Sable Mouvant Nude Aquatint	\$5,250.00	\$787.50	78	201330
78	Picasso Sable Mouvant Nude Aquatint	\$6,500.00	\$975.00	78	201350
79	Picasso Sable Mouvant Nude Aquatint	\$7,250.00	\$1,087.50	78	201360
80	Picasso Nude Sable Mouvant Aquatint	\$6,750.00	\$1,012.50	78	201370
81	Picasso Sable Mouvant Nude Drypoint Etching	\$7,250.00	\$1,087.50	78	201380
82	Miro "Libre dels sis Sentits V" Etching	\$12,500.00	\$1,875.00	59	201209
84	Oggetti Art Glass Vessel	\$190.00	\$28.50	88	201244
85	Oggetti Art Glass Sculpture	\$750.00	\$112.50	88	201234
86	Robert Pulley Bronze Abstract Sculpture	\$400.00	\$60.00	127	201231
87	Dan Bergsma Studio Glass Vessel	\$325.00	\$48.75	96	201232
88	Opal Cigar Poster	\$170.00	\$25.50	127	201620
89	Delia 20th Century School Painting of Lady in Bar	\$650.00	\$97.50	132	201640
90	Delia Painting of Bistro Interior 20th c.	\$800.00	\$120.00	1	201600
91	20th Century School Painting of Piano Lounge	\$1,000.00	\$150.00	132	201590
92	Modern Wine Poster After Robys	\$250.00	\$37.50	1	201530
93	Modern "Teatre Comic de Barcelona" Poster	\$375.00	\$56.25	88	201570
94	T. Stevenson Acrylic Painting of Wine Bottles	\$525.00	\$78.75	82	201670
95	Peter Max Painting of a Lady with Flowers	\$10,000.00	\$1,500.00	78	201185
97	A. Buchan Bronze Race Car Sculpture 1997	\$2,700.00	\$405.00	63	201205
98	Penny Haynes Abstract Painting	\$225.00	\$33.75	101	201702
98A	Penny Haynes Abstract Painting	\$225.00	\$33.75	94	2016400
99	Penny Haynes Abstract Painting	\$250.00	\$37.50	96	201111
99A	Penny Haynes Abstract Painting	\$200.00	\$30.00	101	2010400
100	T. Hendrick Painting of Yellow & Red Dancers	\$250.00	\$37.50	97	201650
101	T. Hendrick Painting of Dancers	\$550.00	\$82.50	115	201660
102	T. Hendrick Painting of Dancers	\$500.00	\$75.00	97	201560
103	20th Century School Piano Lounge Painting	\$325.00	\$48.75	85	201550
		\$400,825.00	\$60,123.75		
83*&571A	Contemporary Stone Garden Sculpture by Izo	\$300.00	\$45.00		201208
96*&686	Modern Bianco & Negro Poster by Dudovich	\$25.00	\$3.75		201233
		\$401,150.00	\$60,172.50	Total	

EXHIBIT B

Automobiles of Arizona - 2011

Results - Baker & Hostetler LLP, Trustee for Fair Finance

<u>Lots</u>	<u>Year/Make/Model</u>	<u>SalePrice</u>	<u>Commission</u>	<u>Recap Entry</u>	<u>Other Charges</u>	<u>Trucking</u>	<u>SellerNet</u>
170a	2003 Lotus Esprit Turbo V8 (Kicked by first buyer)	-	-	-	-	-	-
103	1964 Rolls-Royce Silver Cloud III	36,000.00	1,800.00	1,000.00	400.00	1,550.00	31,250.00
165	2003 Aston Martin Vanquish	65,000.00	3,250.00	1,000.00	185.00	1,200.00	59,365.00
167	2006 Bentley Continental Flying Spur	75,000.00	3,750.00	1,000.00	150.00	1,200.00	68,900.00
170	2003 Lotus Esprit Turbo V8	37,500.00	1,875.00	1,000.00	268.00	1,200.00	33,157.00
201	2005 GEM E4 LSV Electric Car	4,500.00	225.00	-	535.00	1,250.00	2,490.00
202	1987 Fiat Bertone X1/9 Convertible	3,250.00	162.50	1,000.00	400.00	1,550.00	137.50
203	2005 GMC Yukon XL Denali	11,500.00	575.00	1,000.00	360.00	1,200.00	8,365.00
204	2004 Hummer H2 Sport Utility Vehicle	19,000.00	950.00	1,000.00	260.00	1,250.00	15,540.00
205	2006 Pontiac Solstice	11,500.00	575.00	1,000.00	185.00	1,250.00	8,490.00
206	2001 BMW Z8	76,000.00	3,800.00	1,000.00	260.00	1,200.00	69,740.00
207	2006 Mercedes-Benz SLK350 Roadster-Not Sold	-	-	1,000.00	415.00	1,250.00	(2,665.00)
208	2007 Speedster Motorcars Gullwing Replica	90,000.00	4,500.00	1,000.00	260.00	1,250.00	82,990.00
209	2006 Speedster Motorcars Custom Zephyr Replica	32,500.00	1,625.00	1,000.00	225.00	1,250.00	28,400.00
210	2006 Speedster Motorcars Auburn 852 Speedster Replica	57,500.00	2,875.00	1,000.00	225.00	1,450.00	51,950.00
211	1952 Chevrolet Styleline Deluxe Two-Door Sedan	9,000.00	450.00	1,000.00	400.00	1,550.00	5,600.00
212	2005 Dodge Viper	32,500.00	1,625.00	1,000.00	400.00	1,550.00	27,925.00
213	2003 Dodge Viper-Not Sold	-	-	1,000.00	400.00	1,550.00	(2,950.00)
214	2003 Speedster Motorcars Auburn 852 Speedster Replica	52,500.00	2,625.00	1,000.00	1,334.46	1,250.00	46,290.54
215	2000 Plymouth Prowler	27,500.00	1,375.00	1,000.00	260.00	1,250.00	23,615.00
216	1929 Auburn 8-90 Speedster	250,000.00	12,500.00	1,000.00	13,565.75	2,450.00	220,484.25
217	2004 Ferrari 360 Challenge Stradale Coupe	80,000.00	4,000.00	1,000.00	360.00	1,200.00	73,440.00
218	2002 Lamborghini Murcielago-Not Sold	-	-	1,000.00	435.00	1,550.00	(2,985.00)
<u>CARS SOLD IN AUBURN</u>							
	2006 Mercedes-Benz SLK350 Roadster	14,000.00	560.00	-	-	1,400.00	12,040.00
	2003 Dodge Viper	22,500.00	900.00	-	-	1,400.00	20,200.00
	2002 Lamborghini Murcielago	68,000.00	2,720.00	-	-	500.00	64,780.00
		<u>984,750.00</u>	<u>49,097.50</u>	<u>21,000.00</u>	<u>21,283.21</u>	<u>30,400.00</u>	<u>946,549.29</u>
<u>Other Charges:</u>							
	Storage for 6 cars in California Lots# 165,167,170,203,206,217				6,757.58		(6,757.58)
	Storage for 16 cars at RM site in Auburn, IN				N/C		-
							<u>939,791.71</u>

EXHIBIT C

Bill of Sale

(Seller)

AUCTIONS AMERICA

by RM

5536 County Road 11A
Auburn IN 46706 United States
Tel: + 1 (260) 927-9797
Fax: 1 260 927 9799 Dealer No. B4079
www.auctionsamerica.com Info@auctionsamerica.com

Sale: AF11
Lot: 7161
Date: 23-May-2014

Buyer Information AUCTIONS AMERICA BY RM 5536 County Road 11A Auburn, IN - Indiana 46706 United States		Seller Information FAIR FINANCE COMPANY PNC Center 1900 E 9th Street Ste 3200 Cleveland, OH - Ohio 44114 United States													
Work Phone: (260) 927-9797	Fax Phone: (260) 572-2291	Work Phone: (212) 621-0200	Fax Phone:												
Home Phone:	Cell Phone:	Home Phone:	Cell Phone:												
County:	Driver's License:														
Dealer Number: 1001380	Agent:														
Automotive Lot Year / Make / Model 2004 Speedster Auburn		Seller Notes Marketing Fee \$350 Paid By Recap per MF EF \$350 per DG 5% Comm per MF Other Charge for Trucking Northville MI to Auburn by Reliable \$1,000 - Jr													
Color: White	Odometer: 4384														
Serial Number: 1S9SR31T043879052	Consignor Initials: Fairbairn, Mike														
No Reserve															
Release <div style="font-size: 2em; font-weight: bold;">SOLD</div> <div style="text-align: right;">Office Initials: _____</div> <div style="margin-top: 10px;"> Title: Picked Up: _____ <div style="display: flex; justify-content: space-between; width: 100%;"> Signature Date </div> </div> <div style="margin-top: 10px;"> Mailed: _____ <div style="display: flex; justify-content: space-between; width: 100%;"> Signature Date </div> </div> <div style="margin-top: 10px;"> RM Lineup: Driver's license of person removing vehicle: _____ </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> Lot - 7161 Release by RM Lineup </div> <div> Released by - Release by </div> </div>		Seller Reconciliation <table border="1" style="width: 100%;"> <tr> <td>Final Bid Price:</td> <td style="text-align: right;">\$40,000.00</td> </tr> <tr> <td>Less Commission: (Flat:5.00%)</td> <td style="text-align: right;">\$2,000.00</td> </tr> <tr> <td>Less Marketing Fee:</td> <td style="text-align: right;">\$350.00</td> </tr> <tr> <td>Less Other Charges:</td> <td style="text-align: right;">\$1,000.00</td> </tr> <tr> <td>Less Sales Tax:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Balance Payable:</td> <td style="text-align: right;">\$36,650.00</td> </tr> </table> <div style="margin-top: 10px;"> Check #7936 Date Check Mailed: 5/23/2014 </div>		Final Bid Price:	\$40,000.00	Less Commission: (Flat:5.00%)	\$2,000.00	Less Marketing Fee:	\$350.00	Less Other Charges:	\$1,000.00	Less Sales Tax:	\$0.00	Balance Payable:	\$36,650.00
Final Bid Price:	\$40,000.00														
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Less Sales Tax:	\$0.00														
Balance Payable:	\$36,650.00														

5536 County Road 11A - Auburn IN 46706 United States - Tel: + 1 (260) 927-9797 - Fax: 1 260 927 9799 Auction License: B4079 -
www.auctionsamerica.com Info@auctionsamerica.com

EXHIBIT D

Addendum A - Sale of Real Estate & Property located at: 1326 Broad Street, New Castle, IN

RE: Timothy Durham

Fair Finance

Sales Price: \$235,000

Expenses/Costs:	\$16,450	Sales Commissions
	\$13,995	New Roof
	\$13,223	Insurance, Utilities, Security
	\$8,481	Taxes
	\$3,978	Pro-rated Taxes
	\$1,500	Appraisal
	\$1,100	Clean-up, Repairs
	<u>\$1,206</u>	Title & Settlement Charges
Total Costs	\$59,933	

Net Proceeds to Trustee of the Chapter 7 Trustee for Fair Finance

20% of Sales Price: \$47,000

Less: 25% of Costs: \$14,983

Net Proceeds: \$32,017

EXHIBIT E



SALE CLOSING STATEMENT

ALSOP
Indianapolis, IN

Machinery Sales	\$	10,681.82
Scrap Proceeds	\$	7,244.36
GROSS PROCEEDS	\$	17,926.18

Commissions & Expenses		
7% Commission on Machinery Sales	\$	747.73
20% Commission on Scrap Proceeds	\$	1,448.87
Sales Expenses	\$	1,237.92
Additional Expenses	\$	473.44
TOTAL EXPENSES	\$	3,907.96

NET PROCEEDS PAYABLE	\$	14,018.22
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LABOR & TRAVEL EXPENSE	\$	1,237.92
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<u>TOTAL SALE EXPENSES</u>	\$	<u>1,237.92</u>
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ADDITIONAL EXPENSES

Credit Card & Bank Service Fees	\$	253.44
Rent Paid	\$	220.00

<u>TOTAL ADDITIONAL EXPENSES</u>	\$	<u>473.44</u>
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<u>TOTAL SALE EXPENSES + ADDITIONAL EXPENSES</u>	\$	<u>1,711.36</u>
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CO #:	473
Date:	11/6/2012
Page:	1

Consignor

Aslop

Description	Quantity	Unit Price	Ext.Price	Comm/BuyBack	Expenses
The 18"x18"x48" 2-roll Mill with broken rear roll to include the mill, gear reducer and 100 H.P. drive motor as-is, where-is	1.00	2,500.00	2,500.00	0.00	-79.20
The 12"x32" Bolling 2-roll incline roller bearings on base without gear reducer and drive motor, green in color, as-is, where-is	1.00	2,500.00	2,500.00	0.00	-79.20
20"x20" French Oil Slab side press with 16" Dia. Ram, gray in color in same warehouse as item (B) the 12"x32" Bolling Calender as-is, where-is	1.00	3,000.00	3,000.00	0.00	-95.04
Precision Specific Lab Oven, Max Temp Rating 200 degrees, Model 18-Inventory 153	1.00	500.00	500.00	0.00	0.00
3' X 4' Arrow Tank Autoclave-Inventory 140	1.00	400.00	400.00	0.00	0.00
Hydraulic Tank	1.00	281.82	281.82	0.00	0.00
4.5" Davis Standard Cold Extruder, Item 122	1.00	1,000.00	1,000.00	0.00	0.00
8" NRM Hot Feed Extruder, Item 123	1.00	500.00	500.00	0.00	0.00
SCRAP METAL	1.00	1,297.95	1,297.95	0.00	0.00
SCRAP METAL	1.00	187.20	187.20	0.00	0.00
SCRAP	1.00	550.21	550.21	0.00	0.00
SCRAP	1.00	653.90	653.90	0.00	0.00
SCRAP METAL	1.00	1,158.00	1,158.00	0.00	0.00
SCRAP METAL	1.00	3,284.30	3,284.30	0.00	0.00
SCRAP METAL	1.00	112.80	112.80	0.00	0.00

CO Expense - Rent	(220.00)
CO Expense - Labor & Travel Expense	(1,237.92)
CO Expense - 7% Commission of Machinery Sales	(747.73)
CO Expense - 20% Commission on Scrap Proceeds	(1,448.87)



CO #:	473
Date:	11/6/2012
Page:	2

Description	Quantity	Unit Price	Ext.Price	Expenses
Total Quantity:				15.00
Total Invoice Sale Price:				17,926.18
Total Expenses: (3,654.52)
Total Payment Type Surcharges: (253.44)
Total Due to Consignor:				14,018.22
Total Payments:				0.00
Balance:				<u>\$14,018.22</u>

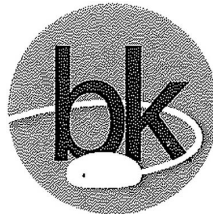
Positive Balance, Monies Owed to Consignor
Inventory Remaining For This Consignment Order

COMMISSION SETTINGS

Calculate Commission By: Each
Commission Structure Type: Fixed

Any Amount	0%
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EXHIBIT F



www.bkassets.com

July 25, 2013

**Brian A Bash
1900 East 9th Street, Suite 3200
Cleveland, OH 44114**

Writer's direct line: 480-969-1760
Writer's email: rose@bkassets.com

**RE: FAIR FINANCE COMPANY
Case #10-50494-MSS**

Dear Mr. Bash:

Enclosed is check #2989 in the amount of \$11,282.50, which represents the net proceeds from the auction of the Ford F-150 in the above-referenced bankruptcy case. The truck sold for \$12,655.00. Also enclosed is the invoice that includes a breakdown of the commission and expenses for the sale.

Please contact me if you need anything else or have any questions. Thank you.

Sincerely,

**Rose Rover
Bkassets.com, LLC**

enclosures

BKASSETS.COM LLC

216 N. CENTER ST.
MESA, AZ. 85201

Invoice

Date	Invoice #
7/18/2013	4556

Bill To
BK. ESTATE OF FAIR FINANCIAL SERVICES BK. CASE #10-50494-MSS BRIAN BASH, TRUSTEE

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
12,655	COMMISSION DUE ON THE SALE OF A 2006 FORD F150 AUCTION ID: FFC01 SOLD TO HUSSEIN ABUHAKMEN OF GILBERT AZ	0.10	1,265.50
1	REIMBURSEMENT FOR PACER FEES	4.00	4.00
1	REIMBURSEMENT FOR EBAY FEES	53.00	53.00
1	REIMBURSEMENT FOR STORAGE COSTS	50.00	50.00
		Total	\$1,372.50

EXHIBIT G

MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into this 29th day of June, 2015, by and between Brian A. Bash, solely in his capacity as Chapter 7 trustee for the estate of Fair Finance Company (“**Trustee**” or “**Seller**”) and TC 860, LLC, a Florida limited liability company (the “**Buyer**” or the “**Company**”).

RECITALS

WHEREAS, Fair Finance Company (the “**Debtor**”) is the Chapter 7 debtor in a bankruptcy proceeding captioned *In re Fair Finance Company*, pending in the United States Bankruptcy Court for the Northern District of Ohio (the “**Bankruptcy Court**”) as Case Number 10-50494 (the “**Bankruptcy Case**”);

WHEREAS, the Trustee is the duly-appointed, qualified, and acting Chapter 7 Trustee for the Debtor in the Bankruptcy Case;

WHEREAS, the Trustee has recovered judgments against Timothy S. Durham (“**Durham**”) in the United States District Court for the Northern District of Ohio, including, *inter alia*, a judgment in the amount of \$152,452.75 on June 4, 2012, a judgment in the amount of \$134,837,533.14 on May 28, 2013, and a judgment in the amount of \$1,151,953.39 (collectively, the “**Durham Judgments**”);

WHEREAS, on or about September 2, 2014, to reduce the amounts due and owing pursuant to the Durham Judgments, Durham executed and delivered to the Trustee that certain *Assignment Agreement* (the “**Assignment Agreement**”) pursuant to which Durham agreed to assign to the Trustee certain assets;

WHEREAS, in connection with the Assignment Agreement, Durham executed and delivered to the Trustee a Power of Attorney, so that the Trustee may take certain administrative steps necessary to effectuate the transfer of the assigned assets without Durham’s further involvement;

WHEREAS, the Buyer represents that Durham is a member of the Company and previously owned 20.00% of the outstanding ownership interest in the Company prior to those certain dilutions that resulted from his failure to pay capital based on the dilution provision set forth in the Company’s operating agreement (the “**Interest**”);

WHEREAS, pursuant to the Assignment Agreement, the Trustee has been assigned the rights to Durham’s Interest in the Company and has the right to convey Durham’s right, title, and interest in and to the Interest to the Buyer;

WHEREAS, Trustee desires to sell, assign and transfer to Buyer, and Buyer desires to purchase and accept the Interest;

WHEREAS, the parties hereto desire to set forth herein their understandings and agreements with respect to the sale and purchase of the Interest.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby covenant and agree as follows:

1. Purchase and Sale. Seller hereby agrees to sell, assign and transfer to Buyer, and Buyer hereby agrees to purchase and accept from Seller, all of Seller's legal and beneficial right, title and interest in and to the Interest, pursuant to the terms and conditions set forth in this Agreement, free and clear of any claims by the Trustee.

2. Purchase Price. The purchase price for the Interest shall be ten thousand dollars (\$10,000.00) (the "**Purchase Price**"). Buyer agrees to pay Seller the Purchase Price contemporaneously with the execution of this Agreement.

3. Bankruptcy Court Approval. Within three (3) business days of the Trustee's receipt from Buyer of (i) the Purchase Price and (ii) an executed copy of this Agreement, the Trustee shall file an appropriate motion with the Bankruptcy Court requesting authority to sell the Interest to Buyer subject to the terms and conditions contained in this Agreement. This effectiveness of this Agreement shall be conditioned on the entry of an order by the Bankruptcy Court approving this Agreement. If the Bankruptcy Court does not approve this Agreement, Seller shall return the Purchase Price to Buyer and the Agreement will be deemed terminated with each party having no further rights or obligations with respect thereto.

4. Representations and Warranties.

4.1 Representations of Seller. The Trustee represents and warrants that he has the legal right, power, and authority to execute and deliver this Agreement and to consummate the transactions contemplated in this Agreement, subject to the approval of the Bankruptcy Court. Aside from these warranties, the Trustee makes no further representations or warranties, express or implied, with respect to the Interest. Buyer agrees that there have been no representations upon which it relied, other than those expressly set forth in this Agreement.

4.2 Representations of Buyer. Buyer hereby represents and warrants as follows:

(a) Buyer has the full, absolute and entire power and legal right to execute, deliver and perform this Agreement.

(b) This Agreement constitutes the valid and binding obligations of Buyer, and is enforceable against Buyer in accordance with its terms and conditions.

5. Further Assurances. Each of the parties hereto hereby covenants and agrees that such party shall, upon the reasonable request of the other party, execute and

deliver any and all documents, instruments and/or agreements or perform such acts reasonably required in accordance with the agreements of such party set forth in this Agreement to effectuate the transactions set forth herein.

6. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein, and all prior agreements or understandings of the parties hereto with respect to such subject matter are hereby revoked. This Agreement may be amended or terminate only by a written instrument executed by all of the parties hereto.

7. Parties in Interest. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective beneficiaries, heirs, executors or administrators, personal or legal representatives, successors and assigns.

8. Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

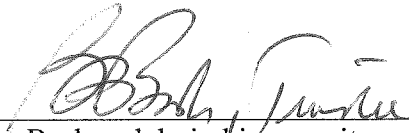
9. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of law principles. The parties further agree that the Bankruptcy Court has jurisdiction over any disputes arising out of this Agreement, including, without limitation, disputes regarding its enforcement, construction and interpretation.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

SELLER:



Brian A. Bash, solely in his capacity as
Trustee for the bankruptcy estate of
Fair Finance Company in Case No. 10-50494.

BUYER:

TC 860, LLC, a Florida limited liability company,

By: _____
Name: _____
Title: _____

042188.000001 606737112


IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

SELLER:

Brian A. Bash, solely in his capacity as
Trustee for the bankruptcy estate of
Fair Finance Company in Case No. 10-50494.

BUYER:

TC 860, LLC, a Florida limited liability company,

By: 
Name: DAVID DORNICK
Title: Manager of LLC.

042188.000001 606737112

EXHIBIT H

STOCK PURCHASE AND SALE AGREEMENT

THIS STOCK PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into this 16th day of May, 2017, by and among Brian A. Bash, solely in his capacity as Chapter 7 trustee for the estate of Fair Finance Company (“**Trustee**” or “**Seller**”), Gerald Daigle (the “**Buyer**”).

RECITALS

WHEREAS, Fair Finance Company (the “**Debtor**”) is the Chapter 7 debtor in a bankruptcy proceeding captioned *In re Fair Finance Company*, pending in the United States Bankruptcy Court for the Northern District of Ohio (the “**Bankruptcy Court**”) as Case Number 10-50494 (the “**Bankruptcy Case**”);

WHEREAS, the Trustee is the duly-appointed, qualified, and acting Chapter 7 Trustee for the Debtor in the Bankruptcy Case;

WHEREAS, the Trustee has recovered various judgments against Timothy S. Durham (“**Durham**”) in the United States District Court for the Northern District of Ohio, some of the amounts of which have been reduced from time to time upon the assignment by Durham of one or more of his assets to the Trustee for the benefit of the Debtor;

WHEREAS, in connection with one of those assignments, Durham as assigned all of his rights, title and interest in and to any and all of his shares of capital stock he may have owned in National Lampoon, Inc. (the “**Company**”);

WHEREAS, the Buyer and Seller agree that Seller is now the record holder of (a) 67,357 shares of Series C Preferred Stock, with a par value of \$.0001 per share, of the Company (the “**Series C Preferred Stock**”), (b) 17,648 shares of Series B Preferred Stock, with a par value of \$.0001 per share, of the Company (the “**Series B Preferred Stock**” and, together with the Series C Preferred Stock, the “**Preferred Stock**”), and (c) approximately 651,216 shares of Common Stock, with a par value of \$.0001 per share, of the Company (the “**Common Stock**” and, together with the Preferred Stock, the “**Trustee’s Lampoon Stock**”);

WHEREAS, the Company and PalmStar Media Capital, LLC “**PalmStar**”) have negotiated an asset purchase agreement substantially in the form attached to this Agreement as Exhibit A (the “**Proposed Asset Purchase Agreement**”), pursuant to which it is contemplated that the Company will sell substantially all its assets to various affiliates of PalmStar (collectively, the “**Lampoon Buyer**”) for \$11,750,000, 8,000,000 which is payable in cash at the closing and \$3,750,000 of which is payable pursuant to a 3-year promissory bearing an interest rate that will not exceed 2% per year (the “**Proposed Transaction**”);

WHEREAS, the Buyer and Trustee have determined that various needs and issues of the Trustee that could affect the Proposed Transaction can be more effectively

resolved if Buyer purchases Trustee's Lampoon Stock upon the closing of the Proposed Transaction;

WHEREAS, Trustee desires to sell, assign and transfer to Buyer, and Buyer desires to purchase the Trustee's Lampoon Stock on the terms and conditioned set forth in this Agreement; and

WHEREAS, the parties hereto desire to set forth herein their understandings and agreements with respect to the sale and purchase of the Trustee's Lampoon Stock;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby covenant and agree as follows:

1. Purchase and Sale and Consent.

(a) Seller hereby agrees to sell, assign and transfer to Buyer, and Buyer hereby agrees to purchase and accept from Seller, all of Seller's legal and beneficial right, title and interest in and to all of the Trustee's Lampoon Stock he may own, pursuant to the terms and conditions set forth in this Agreement, free and clear of any claims, liens or encumbrances by Trustee.

(b) Seller agrees to vote and execute all consents relating to the Trustee's Lampoon Stock in the manner instructed by Buyer that would be necessary for the Proposed Transaction to be consummated, unless Trustee determines to do so would be inconsistent with the exercise of his fiduciary duty to the Debtor. If Trustee believes any such request would be inconsistent with such duties, Trustee will provide Buyer his reasons therefor in writing. Buyer hereby instructs Trustee to execute the Written Consent (as defined below in Section 4(d)) and to deliver the same to the Company as soon as practical after this Agreement is duly executed by the parties hereto. Trustee agrees to execute and deliver such Written Consent on basis this he is doing so solely at the instruction of, and on behalf of the Buyer's beneficial ownership rights in the Trustee's Lampoon Stock that have arisen under this Agreement, and Buyer understands Trustee has made no independent determination that the transactions described in the Written Consent (or related Disclosure Materials) are fair, or in the best interests of the Company, or its stockholders.

2. Purchase Price.

(a) The purchase price for the Trustee's Lampoon Stock shall be (i) Seven-Hundred and Fifty Thousand Dollars (\$750,000.00) in cash (the "**Cash Price**"), (ii) the assignment of all of the rights in the screenplay "National Lampoon's Dead Serious," pursuant to the duly and properly executed Assignment of Agreement

substantially in the form attached to this Agreement as Exhibit B (the “**Assignment**”), and (iii) any Additional Consideration (as defined below in Section 2(b)) (the “Additional Consideration, together with the Cash Price and the Assignment, the “Purchase Price”).

(b) If at any time after the Closing, Buyer receives dividends, distributions or other payments on or for the account of the Trustee’s Lampoon Stock, that, in the aggregate, exceed \$850,000, then Buyer will pay to Seller, as additional consideration, 50% of such excess amount received as soon as practical after Buyer receives such excess amount, but in no event, later than seven (7) business days after receipt of such amount (the “**Additional Consideration**”). Upon the written request of Seller to Buyer, Seller will provide Buyer an accounting of all such payments received by Buyer on account of Trustee’s Lampoon Stock; provided such request is not made more frequently than annually.

3. Closing. The closing of the transactions contemplated by this Agreement (“Closing”) will occur no later than one business day after the last condition in Section 4 has been satisfied (or waived by the appropriate party). At the Closing, (a) Buyer will (i) deliver the Cash Price to Seller by wiring immediately available funds to an account designated by Seller, in writing, to Buyer, (ii) Buyer will deliver a duly executed Assignment by Buyer and Company, and (b) contemporaneously upon receipt of the Purchase Price, Seller will tender all original stock certificates in his possession evidencing any shares of the Trustee’s Lampoon Stock that were assigned to him by Durham, together with duly executed stock powers or such other assignments, and will also instruct Company and Company’s Transfer Agent that Company may transfer ownership of any shares of Trustee’s Lampoon Stock to Buyer’s name. Buyer acknowledges that none of shares of Trustee’s Lampoon Stock shown on the records of the Company, are presently evidenced in certificates under the name of the Trustee, and some of the shares shown on records of the Company have not been delivered by Durham in the form of a certificate, and only by general assignment. Buyer agrees to accept the assignment of all shares by Trustee without delivery of certificates where none are in his possession.

4. Conditions to Closing.

4.1 Conditions of Buyer’s Obligations to Close. The obligation of the Buyer to consummate the transactions contemplated by this Agreement (including delivery of the Purchase Price) are conditioned on the occurrence of the following (or such condition being waived by Buyer):

(a) All the representations and warranties of Trustee in Section 5.1 shall have been true and correct on the date of this Agreement, and on the Closing date, as if made on that date.

(b) A final version of the Proposed Asset Purchase Agreement shall have been duly executed by the parties thereto, and the transactions contemplated thereby shall have been consummated.

(c) The Trustee's Lampoon Stock shall have been delivered as set forth in Section 3.

(d) Trustee shall have duly executed and delivered the Action By Written Consent of the Stockholders of the Company that was included in the Disclosure Materials (as defined below in Section 5.2(d)) in accordance with Buyer's instructions in Section 1(b) (the "**Written Consent**").

4.2 Conditions of Seller's Obligation to Close. The obligation of Seller to consummate the transactions contemplated by this Agreement (including delivery of the Trustee's Lampoon Stock as set forth in Section 3) are conditioned on the occurrence of the following (or such condition being waived by Seller):

(a) All the representations and warranties of Buyer in Section 5.2 shall have been true and correct on the date of this Agreement, and on the Closing date, as if made on that date.

(b) The Bankruptcy Court shall have entered an order approving the sale of the Trustee's Lampoon Stock on terms consistent with the terms of this Agreement.

(c) A final version of the Proposed Asset Purchase Agreement shall have been duly executed by the parties thereto and the transactions contemplated thereby shall have been consummated in a form and manner that is not materially more favorable to the Company's holders of its capital stock than the Proposed Asset Purchase Agreement (including the receipt by the Trustee of \$3,000,000 from the Company in satisfaction of amounts due on that certain senior-secured promissory note in the original principal amount of \$3,000,000 that was executed and delivered by the Company to the Trustee in connection with a settlement of certain claims by the Trustee against the Company (the "**Secured Note**").

(d) The Purchase Price shall have been delivered as set forth in Section 3.

5. Representations and Warranties.

5.1 Representations of Seller. Trustee represents and warrants to Buyer as follows:

(a) Trustee has the legal right, power, and authority to execute and deliver this Agreement and to consummate the transactions contemplated in this Agreement.

(b) This Agreement constitutes the valid and binding obligations of Trustee, and is enforceable against Trustee in accordance with its terms and conditions.

(c) Trustee's records of ownership relating to the Preferred Stock are consistent with the record ownership the Company has disclosed to Trustee.

(d) Trustee is not aware of any claims, liens or encumbrances on any the shares of the Preferred Stock, and has not taken any action to cause any claims, liens or encumbrances to attached the Preferred Stock.

(e) Aside from these warranties, the Trustee makes no further representations or warranties, express or implied, with respect to the Trustee's Lampoon Stock, and expressly makes no representation as to the number of shares of Common Stock Trustee owns.

5.2 Representations of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer has the full, absolute and entire power and legal right to execute, deliver and perform this Agreement.

(b) This Agreement constitutes the valid and binding obligations of Buyer, and is enforceable against Buyer in accordance with its terms and conditions.

(c) Based on having conducted a reasonable amount of due diligence, Buyer does not believe, and neither he nor the Company has otherwise communicated to any third party, that the Company is likely to receive net recoveries from the Pre-Closing Animal House AR (as defined in Section 2.2(a) of the Proposed Asset Purchase Agreement) (after taking into account fees and expenses and anticipated sharing arrangements with the Lampoon Buyer) of more than \$500,000.

(d) Buyer is not aware of any misstatement of a material fact in the Disclosure Materials provided by the Company to Seller on May 5, 2017 (the "**Disclosure Materials**") and Buyer is not aware of any omission of fact in those Disclosure Materials that causes the Disclosure Materials to be materially misleading.

(e) There is no agreement or understanding between the Company and any of the creditors identified in the Disclosure Materials that would provide the Company with the right or ability to pay such creditors less than the amount of funds estimated to be due and payable to such creditors as described in the Disclosure Materials.

6. Further Assurances. Each of the parties hereto hereby covenants and agrees that such party shall, upon the reasonable request of the other party, execute and deliver any and all documents, instruments and/or agreements or perform such acts reasonably required in accordance with the agreements of such party set forth in this Agreement to effectuate the transactions set forth herein.

7. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein,

and all prior agreements or understandings of the parties hereto with respect to such subject matter are hereby revoked. This Agreement may be amended or terminate only by a written instrument executed by all of the parties hereto.

8. Parties in Interest. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective beneficiaries, heirs, executors or administrators, personal or legal representatives, successors and assigns.

9. Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

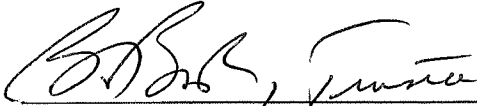
10. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of law principles. The parties further agree that the Bankruptcy Court has jurisdiction over any disputes arising out of this Agreement, including, without limitation, disputes regarding its enforcement, construction and interpretation.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

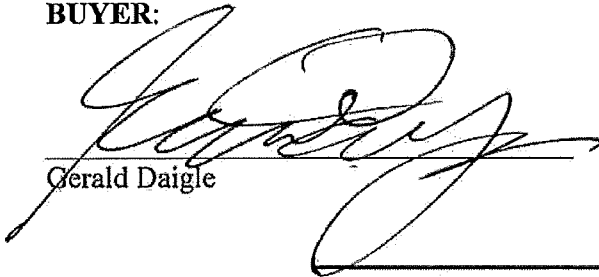
IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

SELLER:



Brian A. Bash, solely in his capacity as
Trustee for the bankruptcy estate of
Fair Finance Company in Case No. 10-50494.

BUYER:


Gerald Daigle

610723034.2

EXHIBIT I



FINAL AUCTION CLOSING STATEMENT

Midwest Rubber/CCG
Indianapolis, IN

Auction Sales With Buyer's Premium (18%)	\$	150,000.00
Sale Price (without Buyer's Premium)	\$	127,118.64
Buyer's Premium (18%)	\$	22,881.36
GROSS PROCEEDS	\$	150,000.00

Commissions & Expenses

0% Commission on Auction Sales	\$	-
Auction Expenses	\$	8,212.11
Additional Expenses	\$	-
TOTAL AUCTION EXPENSES	\$	8,212.11

NET PROCEEDS PAYABLE	\$	118,906.53
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AUCTION EXPENSES:

Advertising & Marketing

Indianapolis Star Ad	\$	82.11
Industrial Machine Trader Ad	\$	523.00
Industrial Machine Trader Ad	\$	200.00
My-Equip Newsletter	\$	150.00
MNDA E-Blasts	\$	100.00
Surplus Record E-Blast	\$	180.00
Industry Marketing Solutions E-Blast	\$	500.00
Scrap Tire News Ad	\$	1,575.00
Industrial Market Place Ad	\$	100.00
AuctionZip Ad	\$	160.00
Mailer Print/Mail	\$	2,080.00
Mailer List Purchase	\$	687.00
Craigs List Post	\$	5.00
Gallivan E-Blasts	\$	-
Gallivan Social Media Posts	\$	-
Ad Design and Layout Fees	\$	520.00

Total of Advertising and Marketing Costs	\$	6,862.11
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Total Advertising & Marketing Expense	\$	6,862.11
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Event Labor

Auction Preparation, Cleaning, Cataloging- 45 hours @ \$25/hr	\$	1,125.00
Removal Supervision/Auction Closing- 9 hours @ \$25/hr	\$	225.00
Total Labor Expense	\$	1,350.00

TOTAL AUCTION EXPENSES:	\$	8,212.11
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ADDITIONAL AUCTION EXPENSES:

Credit Card Bank Fees	\$	-
Total Additional Expenses	\$	-

TOTAL EVENT EXPENSES:	\$	8,212.11
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EXHIBIT J



First American Title Insurance Company
National Commercial Services
 Skylight Tower, 1660 West 2nd Street, Suite 700 • Cleveland, OH 44113
 Office Phone:(800)424-6446 Office Fax:(866)790-6739

Estimated Settlement Statement

File No: NCS-940337-CLE
Escrow Officer: Kimberly Campbell/KC
Estimated Settlement Date: 05/13/2019
Disbursement Date:

Property:
 815 E. Market Street, Akron, OH 44305

Buyer:
 A.G.P.C., Inc.

Seller:
 Brian A. Bash, Chapter 7 Trustee of Fair Finance Company,
 an Ohio corporation

Buyer Charge	Buyer Credit	Description	Seller Charge	Seller Credit
		Consideration		
115,000.00		Total Consideration		115,000.00
		Adjustments		
7,500.00		Personal Property		7,500.00
		Prorations		
	2,359.47	Tax Proration PPN 6714271 01/01/19 to 05/13/19 @ \$6,524.28/yr	2,359.47	
	50.78	Tax Proration PPN 6714272 01/01/19 to 05/13/19 @ \$140.42/yr	50.78	
		New Loan(s)		
		Lender: LXTCH Capital Fund I, 2017, LLC		
	115,000.00	Loan Amount		
		Title/Escrow Charges		
700.00		Closing-Escrow Fee to First American Title Insurance Company National Commercial Services		
		Commitment to First American Title Insurance Company National Commercial Services	100.00	
		Search and Exam to First American Title Insurance Company National Commercial Services	987.50	
100.00		Policy-Standard ALTA 2006 Lender's to First American Title Insurance Company National Commercial Services		
661.25		Policy-Standard ALTA 2006 Owner's to First American Title Insurance Company National Commercial Services		
0.00		[ALTA 39-06] Policy Authentication to First American Title Insurance Company National Commercial Services		
0.00		[ALTA 39-06] Policy Authentication to First American Title Insurance Company National Commercial Services		
500.00		Estimated Recording Fees		
461.00		Transfer Tax - County		

Estimated Settlement Statement

Settlement Date:

File No: NCS-940337-CLE

Officer:

Kimberly Campbell/KC

Buyer Charge	Buyer Credit	Description	Seller Charge	Seller Credit
		Disbursements Paid		
		Miscellaneous Disbursement		
		Last Half 2018 PPN 6714271 to Summit County Treasurer	3,262.14	
		Last Half 2018 PPN 6714272 to Summit County Treasurer	70.21	
	7,512.00	Cash (X From) (To) Buyer		
		Cash (X To) (From) Seller	115,669.90	
124,922.25	124,922.25	Totals	122,500.00	122,500.00

PLEASE NOTE: A modification of money-transfer or disbursement instructions can be a red flag for Online Banking Fraud and could be a trap for the unwary. Should we knowingly receive such a modification, in the interest of prudence, we may consider it suspect and call a known and trusted phone number to verify its authenticity and accuracy. Your awareness and cooperation in taking appropriate steps to prevent fraud is greatly appreciated.

See Attached Signatures

CERTIFICATE OF SERVICE

A copy of the foregoing has been served via ECF or regular, U.S. Mail, on January 24, 2023, on the attached service list.

/s/ Brian A. Bash

Brian A. Bash

Trustee in Bankruptcy

SERVICE LIST

Electronic Mail Notice List

The following is the list of **parties** who are currently on the list to receive e-mail notice/service for this case.

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