

# **JOINT NOTICE OF PUBLIC SALE: Howard B. Samuels as Assignee for the benefit of Creditors of Z Bakery, LLC, Announces Public Auction Sale of All the Assets of Z Bakery, LLC**

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*Authors Information:*

## **JOINT NOTICE OF PUBLIC SALE BY ORDER OF THE SECURED PARTY AND ASSIGNEE FOR THE BENEFIT OF CREDITORS OF Z BAKERY, LLC, 3665 W. LUNT AVE., LINCOLNWOOD, IL 60712**

**SALE OF ASSETS:** Notice is hereby given that on Tuesday, August 9, 2016, at 10:00 a.m. (CDT) (the "Date of Sale"), at the offices of Rally Capital Services, LLC, 350 North LaSalle Street, Suite 1100, Chicago, IL, the secured party Big Shoulders Capital LLC (as assignee of American Chartered Bank) ("Lender") and Howard B. Samuels, not individually, but solely in his capacity as Assignee for the Benefit of Creditors ("Assignee," and together with Lender, "Sellers") of Z Bakery, LLC ("ZB LLC"), an Illinois limited liability company, shall hold a joint public auction in accordance with the Uniform Commercial Code (as adopted under Illinois law) and other applicable law (the "Joint Sale") to offer for sale substantially all assets of ZB LLC (collectively, the "Sale Assets") other than the Excluded Assets (as defined below). The Sale Assets are: accounts receivables, all inventory including raw materials, work-in-process, service parts, and supplies (the "Inventory") used in connection with or relating to ZB LLC; equipment (including office equipment, if any), machinery, and parts used in connection with or relating to ZB LLC; certain special order inventory provided that the special order inventory is free and clear of all liens and has not been installed or used at ZB LLC (i.e., remains in original packaging or other evidence of non-use); and all other tangible personal property used in connection with ZB LLC, but specifically excluding any Excluded Assets; all customer contracts, contracts, open purchase orders, sale agreements, instruments and leases for personal property, service agreements related to ZB LLC, all information and documents related to such contracts, all other general intangibles of every kind and nature (including goodwill and the going concern value of ZB LLC), telephone and facsimile numbers (to the extent assignable), trademarks, slogans, trade names, trade dress, copyrights in writings, designs, software,

logos, mask works or other works, knowhow and trade secrets, patents, copyrights, applications or registrations in any jurisdiction for the foregoing, and e-mail addresses and web sites (to the extent assignable) related to ZB LLC; ZB LLC's customer records, marketing records, customer lists, mailing lists, warranty records, sales literature and other sales aids, promotional materials, catalogs, employee records, accounting records, graphic materials, pricing and information materials, designs and marks and other documents and records for ZB LLC. The Sale Assets to be sold may be subject to certain exclusions to be announced at the Joint Sale (the "Excluded Assets"), which exclusions may include, without limitation, ZB LLC's money, cash and cash equivalents.

**TERMS & CONDITIONS:** The Sale Assets will be sold as a single lot, or at Sellers' discretion, in separate lots. The Sale Assets will be sold "AS IS, WHERE IS," with all faults and without recourse, representation, warranty or guaranty, whether express or implied. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLERS WILL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. Sellers reserve the right, on or prior to the Date of Sale, to (i) withdraw all or any portion of the Sale Assets from the sale for any reason whatsoever, (ii) offer to sell the Sale Assets in bulk only or in separate parts, (iii) modify, waive or amend any terms or conditions of the Joint Sale or impose any other terms or conditions on the Joint Sale, and (iv) if Sellers deem appropriate, reject any bids or continue the Joint Sale (whether for all of the Sale Assets or separate lots) without prior notice. Sellers may cancel or postpone the sale for any reason whatsoever by announcement at the time and place of the sale and Lender reserves the right to credit bid for any or all of the Sale Assets at the Joint Sale.

All bidding for the Sale Assets shall be conducted in the same room with the identity and bid terms of all bidders fully disclose and on the record as recorded by a court reporter. Any subsequent overbids for the Sale Assets shall be at least Fifty Thousand Dollars (\$50,000.00) greater than the then-prevailing bid at the Joint Sale; provided, however, Sellers reserve the right to change the minimum bid from time to time during the Joint Sale. At the conclusion of the Joint Sale, Sellers shall declare on the record which bid has been declared the highest and best bid accepted for the Sale Assets and shall recite the terms of the

winning bid into the record with the concurrence of the prevailing bidder. The balance of the purchase price for the Sale Assets must be paid to Sellers in available funds within twenty-four (24) hours. If the successful bidder fails to pay the balance of his or her successful bid for the Sale Assets, then his or her deposit will be forfeited and the Sale Assets may, at Sellers' option, be sold to the next highest bidder without prejudice or waiver of Sellers' rights and remedies against the defaulting highest bidder. Sellers reserve the right to adjourn the Joint Sale from time to time without further notice except as announced at the Joint Sale. Sellers further reserve the right to determine the qualifications of any bidder, including the ability to close the transaction on the terms and conditions referenced herein.

**The Sale Assets sold or to be sold are being sold as a single lot or in separate lots "As Is" and "Where Is" and with no express or implied warranties, representations, statements or conditions of any kind including but not limited to warranties of merchantability or fitness for a particular purpose and are to be sold in accordance with the terms and provisions set forth above.**

For more information or to arrange an inspection of the Sale Assets, please contact Assignee.

**Assignee**

Howard B. Samuels  
Daniel T. Lee  
Jeffrey D. Samuels  
Rally Capital Services, LLC  
350 N. LaSalle St., Suite 1100  
Chicago, IL 60654  
(312) 645-1975  
info@rallyllc.com

**Attorney for Lender**

Michael M. Eidelman, Esq.  
Vedder Price P.C.  
222 N. LaSalle St., Suite 2400  
Chicago, IL 60601  
(312) 609-7500  
meidelman@vedderprice.com

THIS DEAL WAS ADDED TO THE DAILY DAC OPPORTUNISTIC DEAL DATABASE ON 7/29/16. TO SEE MANY MORE DEALS

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TIME SENSITIVE SITUATIONS, YOU CAN SUBSCRIBE [HERE](#).