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**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In re:

SAM ASH MUSIC CORPORATION, *et al.*  
  
Debtors.<sup>1</sup>

Chapter 11

Case No. 24-14727 (SLM)

(Jointly Administered)

**SECOND NOTICE OF REJECTION OF CERTAIN  
EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 1 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

**PLEASE TAKE NOTICE** that on June 5, 2024 the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an order on the motion (the “Motion”)<sup>2</sup> of debtors and debtors in possession (the “Debtors”), approving procedures for the rejection of executory

<sup>1</sup> The debtors in these chapter 11 cases, along with the last four digits of each debtor’s federal tax identification number, are: Sam Ash Music Corporation (3915); Samson Technologies Corp. (4062); Sam Ash Megastores, LLC (9955); Sam Ash California Megastores, LLC (3598); Sam Ash Florida Megastores, LLC (7276); Sam Ash Illinois Megastores, LLC (8966); Sam Ash Nevada Megastores, LLC (6399); Sam Ash New York Megastores, LLC (7753); Sam Ash New Jersey Megastores, LLC (8788); Sam Ash CT, LLC (5932); Sam Ash Music Marketing, LLC (2024); and Sam Ash Quikship Corp. (7410). The location of debtor Sam Ash Music Corporation’s principal place of business is 278 Duffy Avenue, P.O. Box 9047, Hicksville, NY 11802.

<sup>2</sup> Capitalized terms used and not otherwise defined herein have the meanings given to them in the Motion.

contracts and unexpired leases and granting related relief [Docket No. 200] (the “Procedures Order”), a copy of which is available (a) free of charge upon request to Epiq Corporate Restructuring, LLC (the notice and claims agent retained in these chapter 11 cases) by calling (888) 991-6919 (U.S./ Canada toll-free), +1 (971) 257-8267 (international); (b) by visiting the website maintained in these chapter 11 cases at <https://dm.epiq11.com/SamAsh>; or (c) for a fee via PACER by visiting <http://www.njb.uscourts.gov>.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by this notice (this “Rejection Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 1** attached hereto is hereby rejected effective as of the date (the “Rejection Date”) set forth in **Schedule 1**, or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors’ chapter 11 cases no later than ten (10) days after the date that the Debtors served this Notice and promptly serve such objection on the following parties: (i) the Debtors, Sam Ash Music Corporation, *et al.*, c/o SierraConstellation Partners LLC, 101 Creekside Crossing, Suite 1700-388, Brentwood, TN 37027, Jordan Meyers, CRO (jmeyers@scpllc.com); (ii) proposed counsel to the Debtors, Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Ryan T. Jareck, Esq. (rjareck@coleschotz.com) and Matteo Percontino, Esq. (mpercontino@coleschotz.com); (iii) counsel for Tiger Finance LLC, Riemer & Braunstein LLP, Attn: Anthony B. Stumbo, Esq. (AStumbo@riemerlaw.com) and Steven E. Fox, Esq. (sfox@riemerlaw.com); (iv) the Office of the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond

Boulevard, Suite 2100, Newark, New Jersey 07102, Attn: Fran B. Steele, Esq. (Fran.B.Steele@usdoj.gov) and Peter J. D'Auria, Esq. (Peter.J.D'Auria@usdoj.gov); and (v) counsel for the Committee, Porzio, Bromberg & Newman, P.C., Brett S. Moore, Esq., Rachel Parisi, Esq., and Kelly D. Curtin, Esq. Only those responses that are timely filed, served, and received will be considered at any hearing.

**PLEASE TAKE FURTHER NOTICE** that, absent an objection being timely filed, the rejection of each Contract shall become effective on the applicable Rejection Date set forth in **Schedule 1**, or such other date as the Debtors and the counterparty or counterparties to such Contract agree.<sup>3</sup>

**PLEASE TAKE FURTHER NOTICE** that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or Contracts shall be rejected as of the applicable Rejection Date set forth in **Schedule 1** attached hereto or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off or recoup or otherwise use such monies without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contracts otherwise agree.

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<sup>3</sup> An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection Notice must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

**PLEASE TAKE FURTHER NOTICE** that, absent timely objection, any personal property of the Debtors that is listed and described in **Schedule 1** attached hereto shall be deemed abandoned as of the Rejection Date.

**PLEASE TAKE FURTHER NOTICE** that to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so by the later of (a) the claims bar date established in these chapter 11 cases, if any, and (b) 30 days after the later of (i) the date of entry of the Rejection Order approving the rejection of the applicable Contract and (ii) the Rejection Date. **IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THIS CASE ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.**

DATED: July 22, 2024

Respectfully submitted,

**COLE SCHOTZ P.C.**

By: /s/ Ryan T. Jareck

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**Schedule 1**  
**Rejected Contracts**

<b>Debtor</b>	<b>Rejection Counterparty</b>	<b>Description of Contract<sup>1</sup></b>	<b>Abandoned Property</b>	<b>Rejection Date</b>
Sam Ash Megastores LLC	10838 NCX, LLC	Lease Agreement – Store #65 Dallas, TX	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash California Megastores LLC	An Tang Dao dba Eden Plaza	Lease Agreement – Store # 37 Westminster, CA	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Megastores LLC	Anderson Air Conditioning	Air Conditioning & HVAC Proposal	N/A	7/31/2024
Sam Ash Megastores LLC	AP Growth Properties, LP	Lease Agreement – Store # 61 Glendale, AZ	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Megastores LLC	BAI Rivergate, LLC	Lease Agreement – Store #45 Madison, TN	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	Benzel-Busch Motor Car Corp.	Vehicle Lease Agreement – 2022 Mercedes Benz GLC300 VIN # W1N0G8EB6NG048727	N/A	7/31/2024
Sam Ash Music Corporation	Bergen Springfield Associates, LP	Lease Agreement – Store #21 Springfield, NJ	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Megastores LLC	Broad Street FF, LLC	Lease Agreement – Store #55 Richmond, VA	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Megastores LLC	Castleton Plaza Shopping Center, LLC	Lease Agreement – Store #57 Indianapolis, IN	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	Certegy Check Services Inc.	Warranty Agreement and related Statement of Work	N/A	7/31/2024
Sam Ash Music Corporation	Certegy Payment Recovery Services Inc.	Collection Services Agreement	N/A	7/31/2024
Sam Ash Music Corporation	Chase Merchant Services LLC	Merchant Services Bankcard Agreement	N/A	7/31/2024
Sam Ash Music Corporation	Chrysler Capital	Vehicle Lease Agreement – 2020 JEEP Grand Cherokee VIN # 1C4RJFBG5LC416016	N/A	7/31/2024

<sup>1</sup> The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

Sam Ash Music Corporation	Clear Company	Subscription Agreement	N/A	7/31/2024
Sam Ash Music Corporation	Darcars of Englewood Inc.	Vehicle Lease Agreement 2023 Lexus IS 350 VIN # JTHGZ1E20P5031152	N/A	7/31/2024
Samson Technologies Corporation	Denton, Matt	Work for Hire Agreement	N/A	7/31/2024
Sam Ash Florida Megastores LLC	Dolphin Mall Associates Limited Partnership	Lease Agreement – Store #52 Miami, FL	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	GE Capital Retail Bank	Retailer Program Agreement	N/A	7/31/2024
Sam Ash Music Corporation	Good Earth Landscape Contractors	Land Agreements	N/A	7/31/2024
Sam Ash Music Corporation	Greens of Lyndhurst, LTS	Lease Agreement – Store #35 Lyndhurst, OH	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Megastores LLC	Iroquois Investment Company	Lease Agreement – Store #64 Hollywood, CA	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	JPMorgan Chase Bank	Merchant Services Bankcard Agreement	N/A	7/31/2024
Sam Ash Megastores LLC	Karen MM, LLC	Lease Agreement – Store #53 Las Vegas, NV	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	Knowbe4	KnowBe4 Security Awareness Training Subscription	N/A	7/31/2024
Sam Ash California Megastores LLC	Larry Scott Karlin and Debra Lisa Karlin Trustees of the Karlin Family Trust	Lease Agreement – Store #62 Torrance, CA	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Florida Megastores LLC	Lee Road Partners LP	Lease Agreement – Store #46 Orlando, FL	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Megastores LLC	Magnolia Palms Daphne, LLC	Lease Agreement – Store #48 Tampa, FL	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	Marlin Business Bank	Vendor Program Agreement and Trademark Usage Agreement	N/A	7/31/2024
Sam Ash Music Corporation	Mitel Leasing Inc.	Secrecy Agreement, Equipment lease Agreement, Total Solution Program Lease Agreement	N/A	7/31/2024
Sam Ash Music Corporation	Moodle US LLC	Agreement	N/A	7/31/2024

Sam Ash Megastores LLC	North Freeway Partners, LLC	Lease Agreement – Store #67 Houston, TX	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash California Megastores LLC	Ontario Mills II, LP	Lease Agreement – Store #41 Ontario Mills, CA	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Florida Megastores LLC	Pamela Rubinson	Lease Agreement – Store #47 Sarasota, FL	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Megastores LLC	Pavilions North Shopping Center 18, LLC	Lease Agreement – Store #59 San Antonio, TX	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Florida Megastores LLC	Peppertree Plaza, LLC	Lease Agreement – Store #32 Margate, FL	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Samson Technologies Corporation	Pitney Bowes Global Financial LLC	Equipment Service Lease	N/A	7/31/2024
Sam Ash Music Corporation	Porsche Audi Warrington	Vehicle Lease Agreement – 2023 Porsche Taycan VIN # WP0AA2Y15PSA14228	N/A	7/31/2024
Sam Ash Music Corporation	Rallye BMW	Vehicle Lease Agreement – 2022 BMW X3 VIN # 5UX53DP03N9L15015	N/A	7/31/2024
Samson Technologies Corporation	Reynolds, Douglas	Work for Hire Agreement	N/A	7/31/2024
Sam Ash Music Corporation	RGIS LLC	Services Agreement and Inventory Services Agreement	N/A	7/31/2024
Sam Ash Megastores LLC	Sam Ash Properties Corp.	Lease Agreement – Store # 51 Charlotte, NC	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	Shift4	All agreements and amendments (including DOTN Service Agreement, Dollars on the Net Service Agreement)	N/A	7/31/2024
Sam Ash Music Corporation	Shift4 Corporation	All agreements and amendments (including DOTN Service Agreement, Dollars on the Net Service Agreement)	N/A	7/31/2024
Sam Ash Music Corporation	Shift4 Payments LLC	All agreements and amendments (including DOTN Service Agreement, Dollars on the Net Service Agreement)	N/A	7/31/2024



Sam Ash New York Megastores LLC	Skellig Realty Inc.	Lease Agreement – Store #6 White Plains, NY	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash New York Megastores LLC	SLJ Realty, LLC	Lease Agreement – Store #5 Brooklyn, NY	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	SOCI Acquisition Co. Inc.	Assignment	N/A	7/31/2024
Sam Ash Music Corporation	Steel OCR, LLC	Lease Agreement – Store #3 Carle Place, NY	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	Team Mechanical Inc.	Preventative Maintenance and Inspection Agreement	N/A	7/31/2024
Samson Technologies Corporation	Thomas Decker Studio Inc.	Photography & Videography Services Agreement	N/A	7/31/2024
Sam Ash Music Corporation	UE2100 Route 38, LLC	Lease Agreement – Store #14 Cherry Hill, NJ	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash California Megastores LLC	Ultimate Capital LLC	Lease Agreement – Store #66 San Diego, CA	Miscellaneous FF&E, store signage, and/or retail fixtures	7/31/2024
Sam Ash Music Corporation	Unlimited Technology Solutions Inc.	Professional Services Agreement	N/A	7/31/2024
Sam Ash Megastores LLC	Waste Management Inc.	Service Agreement	N/A	7/31/2024
Sam Ash Megastores LLC	Waste Management of Atlanta Metro	Service Agreement	N/A	7/31/2024
Sam Ash Florida Megastores LLC	Waste Management of Dade County	Commercial Service Agreement	N/A	7/31/2024
Sam Ash Megastores LLC	Waste Management of Indiana	Service Agreement	N/A	7/31/2024
Sam As Florida Megastores LLC	Waste Management of South Florida	Service Agreement	N/A	7/31/2024
Sam Ash Music Corporation	Where 2 Get It Inc.	Master Services Agreement, Statements of Work, and Amendments	N/A	7/31/2024
Sam Ash Music Corporation	Windstream	Windstream Agreement	N/A	7/31/2024