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

In re:

SAM ASH MUSIC CORPORATION, *et al.*

Debtors.¹

Chapter 11

Case No. 24-14727 (SLM)

(Jointly Administered)

**FOURTH 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”)² of debtors and debtors in possession (the “Debtors”), approving procedures for the rejection of executory

¹ 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.

² 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) 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.³

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.

³ 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 31, 2024

Respectfully submitted,

COLE SCHOTZ P.C.

By: /s/ Matteo Percontino

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Counsel to Debtors and Debtors in Possession

Schedule 1

Rejected Contracts

Debtor	Rejection Counterparty	Description of Contract¹	Abandoned Property	Rejection Date
SAM ASH QUIKSHIP CORPORATION	ACERNO	COOPERATIVE MEMBER MASTER AGREEMENT DATED 12/5/2008	N/A	7/31/2024
SAM ASH MEGASTORES LLC	ADT SECURITY SERVICES INC	RIDER FOR ADD'TL SERVICE DATED 3/17/2009	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	BEST BUY CANADA LTD	STANDARD TERMS	N/A	7/31/2024
SAM ASH MUSIC MARKETING LLC	BIRDEYE INC	BIRDEYE CUSTOMER AGREEMENT	N/A	7/31/2024
SAM ASH MUSIC MARKETING LLC	BIRDEYE INC	CUSTOMER AGREEMENT DATED 12/21/2016	N/A	7/31/2024
SAM ASH QUIKSHIP CORPORATION	BREACHLOCK INC	PROPOSAL DATED 12/28/2021 REF# 20211228-195607260	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	BRINK'S US	SERVICES AGREEMENT #MANE10200811437	N/A	7/31/2024
SAMSON TECHNOLOGIES CORPORATION	BROOKLYN NETS ESPORTS LLC	SPONSORSHIP AGREEMENT LETTER DATED 4/5/2019	N/A	7/31/2024
SAM ASH MEGASTORES LLC	BUILDING SECURITY SERVICES OF PA INC	SECURITY SERVICES AGREEMENT DATED 9/29/2008	N/A	7/31/2024
SAM ASH MEGASTORES LLC	CINTAS CORPORATION	NATIONAL FIRE PROTECTION AGREEMENT	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	CRITEO SA	ADVERTISER TERMS AND CONDITIONS - EMAIL MARKETING SERVICE	N/A	7/31/2024

¹ 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 MARKETING LLC	CRITEO SA	UNIVERSAL INSERTION ORDER# IO-230395	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	CRMFUSION INC	SOFTWARE LICENSE AGREEMENT	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	DELOITTE & TOUCHE LLP	ENGAGEMENT LETTER DATED 8/24/2009	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	EMC CORPORATION	MASTER LEASE AGREEMENT	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	EMCOR SERVICES FLUIDICS	PREVENTATIVE MAINTENANCE AGREEMENT	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	ERETAIL BUSINESS SOLUTIONS INC	STATEMENT OF WORK FOR LOCAL GOOGLE INTEGRATION DATED 1/18/2011	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	Extend	Master Service Agreement dated 3/31/22	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	Extend	First amendment to Master Service Agreement dated 6/5/23	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	Extend	Second amendment to Master Service Agreement	N/A	7/31/2024
SAMSON TECHNOLOGIES CORPORATION	FLEXENTIAL CORP	TERMINATION OF SERVICE QUOTE #Q-135949	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	GRAVES, SCOTT	SETTLEMENT AGREEMENT	N/A	7/31/2024
SAM ASH QUIKSHIP CORPORATION	IBM CANADA LIMITED	AGREEMENT FOR EXCHANGE OF CONFIDENTIAL INFORMATION	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	KRONOS INC	WFR SOC BRIDGE LETTER DATED 1/1/2017	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	KRONOS INC	SOC REPORT FOR WORKFORCE READY INFRASTRUCTURE & APPLICATION SERVICES SYSTEM	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	KRONOS INC	WORKFOCEONE SOC BRIDGE LETTER DATED 1/1/2017	N/A	7/31/2024

SAM ASH MUSIC CORPORATION	LAWSON SOFTWARE AMERICAS INC	PRODUCT ORDER FORM	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	LAWSON SOFTWARE INC	SERVICES ORDER FORM	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	LIMBACH	INVOICE #000309444 DATED 2/22/2012	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	LIMBACH COMPANY LLC	SPECIAL PROJECTS AGREEMENT #P12P017 DATED 2/6/2012	N/A	7/31/2024
SAM ASH QUIKSHIP CORPORATION	LPL FINANCIAL	VENDOR PROFILE SHEET	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	MARSH USA INC	MARSH AGREEMENT	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	MECHANICAL SERVICES OF CENTRAL FLORIDA INC	MECHANICAL SYSTEM MAINTENANCE AGREEMENT DATED 11/7/2008	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	MMC SECURITIES CORP	BUSINESS ENTITY QUESTIONNAIRE FORM	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	MMC SECURITIES CORP	ADVISORY SERVICES AGREEMENT DATED 7/1/2010	N/A	7/31/2024
SAM ASH MEGASTORES LLC	MOHAWK FINISHING PRODUCTS	NEW SDS'S INFORMATION LETTER DATED 3/29/223	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	MURRAY MECHANICAL SERVICES INC	AGREEMENT/PROPOSAL #061009 DATED 6/10/2009	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	Netsurion	Statement of Work	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	STATEMENT OF WORK TERMS AND CONDITIONS	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	STATEMENT OF WORK DATED 12/13/2019	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	STATEMENT OF WORK DATED 11/06/2020	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	AUTHORIZATION SIGNATURES FOR SOW	N/A	7/31/2024

SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	APPLICATION SECURITY CONSULTING SERVICES SOW DATED 7/12/2018	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	SOW# 2008808-2 DATED 12/7/2021	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	SECURITY ASSESSMENT# 955498 SOW DATED 12/19/2018	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	SECURITY ASSESSMENT# 955498 SOW DATED 12/12/2017	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	SECURITY ASSESSMENT# 825723 SOW DATED 12/9/2016	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	AUTHORIZATION/SIGNATURE PAGE TO SOW OPPORTUNITY #1035415	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	AUTHORIZATION/SIGNATURE PAGE TO SOW OPPORTUNITY #955498	N/A	7/31/2024
SAM ASH QUIKSHIP CORPORATION	RAYMOND HANDLING CONSULTANTS LLC	SCHEDULED MAINTENANCE AGREEMENT	N/A	7/31/2024
SAM ASH QUIKSHIP CORPORATION	RAYMOND HANDLING CONSULTANTS LLC	SCHEDULED MAINTENANCE AGREEMENT	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	REED SMITH LLP	ENGAGEMENT LETTER- UNCLAIMED PROPERTY LAW & GIFT CARDS DATED 2/2/2012	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	ROADWAY EXPRESS INC	ADDENDUM	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	ROADWAY EXPRESS INC	ADDENDUM	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	ROADWAY EXPRESS INC	TRANSPORTATION SERVICE AGREEMENT ROADWAY #83906	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	ROADWAY EXPRESS INC	ADDENDUM	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	SCHNEIDER ELECTRIC CRITICAL POWER & COOLING SVCS	SERVICE AGREEMENT #1- 988138799-2	N/A	7/31/2024

SAM ASH MUSIC CORPORATION	SIRIUS COMPUTER SOLUTIONS INC	MUTUAL NONDISCLOSURE AGREEMENT	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	STERLING INFOSYSTEMS INC	AGREEMENT	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	SUMMA TECHNOLOGIES INC	MASTER SERVICES AGREEMENT	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	SUMMA TECHNOLOGIES INC	LETTER AGREEMENT DATED 9/10/2015	N/A	7/31/2024
SAM ASH MEGASTORES LLC	SUN MICROSYSTEMS INC	ENTERPRISE SERVICES AGREEMENT #1679397/3 DATED 9/11/2007	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	SUN MICROSYSTEMS INC	CONSULTING SERVICES AGREEMENT DATED 3/9/2004	N/A	7/31/2024
SAM ASH MUSIC CORPORATION	VURSOR	STATEMENT OF WORK DATED 1/17/224	N/A	7/31/2024