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8 UNITED STATES BANKRUPTCY COURT
9 WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

10 In re:
11 NORTHWEST TERRITORIAL MINT, LLC,
12 Debtor.

Case No. 16-11767-CMA
DECLARATION OF DAVID C. NEU

13 I, David C. Neu, hereby declare as follows:

14 1. I am a partner in the law firm of K&L Gates LLP (“K&L Gates”) and am duly
15 authorized to practice law in this Court. I submit this declaration in support of the Order
16 Granting Trustee’s Motion for Authority to (A) Sell Graco Inventory; (B) Abandon Truck and
17 (C) Dispose of Equipment at Scrap Value (the “Order”). I am competent in all ways to testify
18 and I have personal knowledge of the facts set forth herein

19 2. The Court held a hearing on June 9, 2017, on the Chapter 11 Trustee’s Motion
20 For Authority to (A) Sell Graco Inventory and Truck; (B) Dispose of Equipment at Scrap Value;
21 and (C) Abandon and Destroy Records (Dkt. 1028) (the “Motion”). At the hearing, I informed
22 the Court that the Trustee desired to strike the relief requested in the Motion that the Trustee be
23 allowed to abandon or destroy records. The Trustee will address the issue of the Northwest
24 Territorial Mint, LLC’s records in a future motion.

25 3. Attached hereto as Exhibit A is a redline of the Order reflecting the changes made
to the form of order as compared to the order submitted with the Trustee’s reply brief. We will

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upload a clean version of this order requesting that the Court consider it for entry.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED this 9th day of June, 2017, at Seattle, Washington.

/s/ David C. Neu _____
David C. Neu

EXHIBIT A

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UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

In re:

NORTHWEST TERRITORIAL MINT, LLC,

Debtor.

Case No. 16-11767-CMA

ORDER GRANTING TRUSTEE’S
MOTION FOR AUTHORITY TO (A)
SELL GRACO INVENTORY; (B)
ABANDON TRUCK; AND (C)
DISPOSE OF EQUIPMENT AT SCRAP
VALUE; ~~AND (D) ABANDON AND~~
~~DESTROY RECORDS~~

This matter came before the Court on the Chapter 11 Trustee’s Motion requesting authority to (a) sell certain inventory associated with NWTM’s Graco Awards business; (b) abandon a 1962 Chevrolet C/50 truck; (c) to sell or abandon certain scrap equipment that is of no longer any use to NWTM; and (d) abandon and destroy business records of NWTM from before 2009 (the “Motion”); the Court having considered the Motion, the accompanying declaration, any objections and reply materials, the arguments of counsel, and the pleadings and papers herein, the Court **HEREBY FINDS AND DETERMINES AS FOLLOWS:**¹

¹ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Fed. R. Bankr. P. 7052.

ORDER GRANTING MOTION FOR AUTHORITY TO
SELL GRACO INVENTORY, ETC. - 1
500403565 v2

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1 A. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334,
2 and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M), (N), and (O). Venue
3 of this case in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4 B. As evidenced by the affidavits of service previously filed with the Court, the Trustee
5 provided proper, timely, adequate and sufficient notice of the Motion and the hearing on the Motion,
6 in accordance with the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure,
7 and the Local Rules of the Bankruptcy Court for the Western District of Washington. Such notice
8 was good and sufficient, and afforded parties a reasonable opportunity to object or be heard with
9 respect to the matters that are the subject of this Order, and no other or further notice of the Motion
10 or hearing thereon shall be required.

11 C. Approval of the sale of the Graco Inventory and, if feasible, the Scrap Equipment, as
12 those terms are defined in the Motion, is in the best interests of the Debtor, its creditors, its estate,
13 and other parties in interest.

14 D. The Trustee has demonstrated both (i) good, sufficient, and sound business purpose
15 and justification, and (ii) compelling circumstances for the sales pursuant to 11 U.S.C. § 363(b).

16 E. The terms of the sale of the Graco Inventory were negotiated, proposed and entered
17 into by the Trustee and Ira Green at arms' length without collusion or fraud, and in good faith within
18 the meaning of Section 363(m) of the Bankruptcy Code.

19 F. Ira Green is a good faith purchaser under 11 U.S.C. § 363(m) and, as such, is entitled
20 to all of the protections afforded thereby. Ira Green will be acting in good faith within the meaning
21 of 11 U.S.C. § 363(m) in closing the sale at all times after the entry of this Order.

22 G. The consideration provided by Ira Green for the Graco Inventory (i) is fair and
23 reasonable, (ii) is the highest and best offer for the Graco Inventory, (iii) will provide a greater
24 recovery for the Debtor's creditors than would be provided by any other practical available
25 alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the
26

1 Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the
2 District of Columbia.

3 H. The transfer of the Graco Inventory to Ira Green will be a legal, valid, and effective
4 transfer of the Graco Inventory, will vest Ira Green with all right, title, and interest of the Debtor to
5 the Graco Inventory free and clear to the fullest extent permitted under the Bankruptcy Code or other
6 applicable law of all interests in such property of any person or entity.

7 I. The Trustee may sell the Graco Inventory and Scrap Equipment free and clear of all
8 interests because one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been
9 satisfied. Those holders of interests who did not object, or who withdrew their objections, to the sale
10 of the Graco Inventory or Scrap Equipment are deemed to have consented pursuant to 11 U.S.C. §
11 363(f)(2). Other holders of interests who objected to the Motion fall within one or more of the other
12 subsections of 11 U.S.C. § 363(f) and are adequately protected by having their interests, if any,
13 attach to the cash proceeds of the sale attributable to the property against or in which they assert an
14 interest, in the same order of priority that existed prior to the closing and subject to all objections,
15 counterclaims, recoupments and other defenses of the Debtor's estate.

16 J. The Truck and Scrap Equipment, as those terms are used in the Motion, are of
17 inconsequential value and benefit to the estate and are burdensome to the estate.

18 ~~K. The company records that pre-date the year 2009 are of inconsequential value and~~
19 ~~benefit to the estate and are burdensome to the estate.~~

20 **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**
21 **THAT:**

- 22 1. The Motion is GRANTED, as further described herein.
23 2. All objections to the Motion or the relief requested therein that have not been
24 withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on
25 the merits.
26

ORDER GRANTING MOTION FOR AUTHORITY TO
SELL GRACO INVENTORY, ETC. - 3
500403565 v2

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3. The sale of the Graco Inventory, is hereby APPROVED on the following terms:
- a. The purchase price is \$41,732.80.
 - b. The Graco Inventory is transferred to Ira Green “as-is, where-is” and without warranty.

4. Pursuant to 11 U.S.C. § 363(b), the Trustee is authorized and directed to consummate the sale of the Graco Inventory, pursuant to and in accordance with the terms and conditions of sale in paragraph 3 above.

5. Pursuant to 11 U.S.C. §§ 105(a) and 363(f), the Graco Inventory shall be transferred to Ira Green, free and clear of all interests with all such interests to attach to the net proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Graco Inventory, subject to any claims and defenses the Debtor may possess with respect thereto.

6. The sale of the Graco Inventory by the Trustee to Ira Green (A) is or will be legal, valid and effective transfers of the Graco Inventory; (B) vest or will vest Ira Green with all right, title and interest of the Debtor to the Graco Inventory free and clear of all liens and claims pursuant to Section 363(f) of the Bankruptcy Code (other than Liens created by Ira Green); and (C) constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the state in which Debtor is incorporated and any other applicable non-bankruptcy laws.

7. Pursuant to 11 U.S.C. § 363(b), the Trustee is authorized and directed to consummate the sale of the Scrap Equipment on such terms and for such price as the Trustee deems appropriate exercising his business judgment.

8. Pursuant to 11 U.S.C. §§ 105(a) and 363(f), the Scrap Equipment shall be transferred to the purchaser(s), free and clear of all interests with all such interests to attach to the net proceeds of the sale in the order of their priority, with the same validity, force and effect which they now have

1 as against the Scrap Equipment, subject to any claims and defenses the Debtor may possess with
2 respect thereto.

3 9. The Trustee's request for authority to abandon the Truck to the James G. Murphy
4 Company is approved.

5 10. The Trustee's request for authority to abandon the Scrap Equipment is approved.

6 ~~11. The Trustee is authorized to destroy all business records of NWTM that pre-date the~~
7 ~~year 2009.~~

8 ~~12.11.~~ This Order shall be effective immediately upon entry, and any stay of orders provided
9 for in Bankruptcy Rules 6004(h), 6006(d), 7062 and any other provision of the Bankruptcy Code or
10 Bankruptcy Rules shall not apply, is expressly lifted and this Order is immediately effective and
11 enforceable.

12 ~~13.12.~~ The provisions of this Order are non-severable and mutually dependent.

13 ~~14.13.~~ This Court retains exclusive jurisdiction to interpret, enforce, implement and resolve
14 any disputes arising under or in connection with the terms and provisions of the sales authorized in
15 this Order.

16 ///END OF ORDER///

17
18 Presented by:

19 K&L GATES LLP

20 */s/ David C. Neu*

21 Michael J. Gearin, WSBA #20982

22 David C. Neu, WSBA #33143

23 Brian T. Peterson, WSBA #42088

24 Attorneys for Mark Calvert, Chapter 11 Trustee