

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

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In re:

Case No. 8-20-71868-ast

Castella Imports, Inc.,

Chapter 7

Alleged Debtor.

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**ORDER STRIKING INVOLUNTARY PETITION  
AND DISMISSING CASE**

For the reasons set forth herein, the Court orders the Involuntary Petition be stricken and the Case be dismissed.

**I. FACTS**

On April 13, 2020, N. Gerentes S.A., Vista Maritime & Logic S.A., and K. Zafiropoulos A. Tomaras S.A. filed an involuntary petition for bankruptcy relief [dkt item 1], pursuant to 11 U.S.C. § 303, against Castella Imports, Inc. (the “Alleged Debtor”), thereby commencing this Case. The Case is currently in the “gap period” before the entry of an order for relief.

On April 16, 2020, JP Morgan Chase Bank, N.A. (“Chase”), a secured creditor of the Alleged Debtor, filed an Emergency Motion for Relief from Stay (the “Emergency Motion”) [dkt item 5], seeking relief from the stay to allow Chase to collect proceeds from a gap period auction of certain of the Alleged Debtor’s assets. The Alleged Debtor consented to the Motion for Relief from Stay.

On notice, the Emergency Motion was heard on April 22, 2020. At the hearing, an attorney appeared on behalf of one of the Petitioning Creditors, but did not file a notice of appearance formally entering as counsel in the Case. The other two Petitioning Creditors were not represented by counsel. From the bench, the Court stated that, given the circumstances of this Case, and because the three petitioning creditors, as artificial entities, were required to appear

through counsel in federal court, that each had until Monday, April 27, 2020 to retain representation in the Case. The Court further advised that if retained counsel did not appear in the Case by April 27, 2020, then the Case would be dismissed. As of the date of this Order, no attorney has filed a notice of appearance on behalf of any of the Petition Creditors.

## II. ANALYSIS

Although 28 U.S.C. § 1654 provides that “[i]n all courts of the United States the parties may plead and conduct their own cases personally or by counsel as, by the rules of such courts, respectively, are permitted to manage and conduct causes therein,” this provision does not permit artificial entities to appear pro se or through a non-attorney representative, such as an officer, owner, or employee. *Jones v. Niagra Frontier Transp. Auth.*, 722 F.2d 20, 22 (2d Cir. 1983) (observing that “it is established that a corporation, which is an artificial entity that can act only through agents, cannot proceed pro se.”)(internal citations omitted); *In re Bijan-Sara Corp.*, 203 B.R. 358, 359 (B.A.P. 2d Cir. 1996) (“It is well-settled that a corporation must be represented by counsel,” citing *Rowland v. California Men's Colony*, 506 U.S. 194, 113 S.Ct. 716, 121 L.Ed.2d 656 (1993)).

The Petitioning Creditors are each an “S.A.,” a type of foreign artificial entity.<sup>1</sup> As such, they must act in federal court through an attorney and cannot proceed through a non-attorney representative, as they did by filing the involuntary petition without counsel. Furthermore, the Petitioning Creditors have had more than two weeks—with more than one week after notice by the Court—to cure this deficiency by having counsel file a Notice of Appearance. They have

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<sup>1</sup> “S.A.” is an abbreviation commonly used in some foreign countries to designate a “Societe Anonyme” or “Sociedad Anonmia,” or other type of company. *See Company Names*, 3 ASSET PROTECTION: DOM. & INT’L L. & TACTICS § 48:58 (Mar. 2020 Update). The mailing addresses for the Petitioning Creditors are locations in Greece.

failed to do so. Given that the Alleged Debtor has represented that it intends to controvert the Petition, the matter of the merits of the Petition must be brought for trial under 11 U.S.C. § 303(h). The Petitioning Creditors, however, cannot represent themselves in the trial process. Even more pressingly, the Petition cannot be construed as an effective representation in federal court of the Petitioning Creditors because it was not filed, or adopted, by an attorney representing any of them. Because the Petition is not an effective legal representation of the Petitioning Creditors, it cannot stand on the record. The appropriate remedy for the filing of improper pro se pleadings is to strike them. *In re Railyard Co., LLC*, 2018 WL 4381515, at \*4 (Bankr. D.N.M. Sept. 12, 2018) (citing numerous cases).

### III. CONCLUSION

Accordingly, it is


**ORDERED** that the Petition is stricken; and it is further

**ORDERED** that this case is hereby dismissed; and

**ORDERED** that any pending matter or motion in this Case is marked off as moot.

**Dated: May 1, 2020**  
**Central Islip, New York**



  
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**Alan S. Trust**  
**United States Bankruptcy Judge**

**FORCHELLI DEEGAN TERRANA LLP**

Attorneys for Castella Imports, Inc,  
333 Earle Ovington Blvd., Suite 1010  
Uniondale, New York 11553  
(516) 248-1700  
Gerard R. Luckman  
Jay S. Hellman

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

-----X

In re: Chapter 7

CASTELLA IMPORTS, INC., Case No. 20-71868 (AST)

Debtor.

-----X

**DECLARATION OF CHRIS VALSAMOS IN SUPPORT OF MOTION  
FOR TEMPORARY RESTRAINING ORDER AND PERMANENT INJUNCTION**

**CHRIS VALSAMOS**, declares under 28 U.S.C. §1746, as follows:

1. I am the President of Castella Imports, Inc. (“Castella” or the “Alleged Debtor”) in this involuntary bankruptcy case.<sup>1</sup> As such, I am fully and personally familiar with the facts set forth herein.

2. I submit this declaration in support of the Alleged Debtor’s motion, pursuant to §105(a) of the Bankruptcy Code and R. 7065 of the Bankruptcy Rules, for an order temporarily restraining petitioning creditors N. Gerentes S.A., Vista Maritime & Logistics S.A., and K. Zafiropolous A. Tomaras S.A. (collectively, the “Petitioning Creditors”) and each of their parents, subsidiaries, affiliates, agents, successors and assigns, or any other person or entity acting on their behalf, or purportedly acting on their behalf, from interfering in any manner with the sale and orderly liquidation of the assets of the Alleged Debtor and/or in the consummation of such sale and the payment of the proceeds from the liquidation to the Alleged Debtor’s senior

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<sup>1</sup> The request for injunctive relief here should not be deemed consent to the entry of an order for relief. Castella reserves the right to seek the dismissal of the involuntary petition filed herein, once properly served.

secured lender, JP Morgan Chase Bank N.A. (“Chase Bank”), pending the Alleged Debtor’s motion to dismiss the involuntary petition.

3. On August 24, 2016, Castella and Chase Bank entered into a Third Amended and Restated Credit Agreement (the “Credit Agreement”), whereby Chase Bank extended a credit facility to Castella (the “Credit Facility”).

4. When the Credit Facility matured, Castella advised Chase Bank that it was unable to pay off the loan. Accordingly, the parties entered into a forbearance agreement on September 4, 2019 (the “Forbearance Agreement”).

5. The Forbearance Agreement was amended and extended on November 21, 2019 (First Amendment), December 23, 2019 (Second Amendment), January 23, 2020 (Third Amendment), February 7, 2020 (Fourth Amendment), and February 27, 2020 (Fifth Amendment). A final amendment to the Forbearance Agreement was entered into on March 13, 2020 (the “Sixth Amendment to Forbearance Agreement”). A true and accurate copy of the Sixth Amendment to Forbearance Agreement is annexed hereto as **Exhibit A**.

6. To date, Castella is indebted to Chase Bank in the sum of approximately \$14 million, and said debt is secured by virtually all of Castella's assets, as evidenced by, among other things, UCC-1 Financing Statements filed with the New York Secretary of State. True and accurate copies of the UCC filings are annexed hereto as **Exhibit B**.

7. The Sixth Amendment to Forbearance Agreement provides, among other things, for the orderly liquidation of Castella’s assets through an auction process.

8. Specifically, the Sixth Amendment to Forbearance Agreement provides that Castella shall retain auctioneer to sell equipment on or before March 27, 2020. To that end, the Tiger Group has been retained by Castella to auction Castella’s assets, which can be viewed and bids submitted at soldtiger.com.

9. The Sixth Amendment to Forbearance Agreement also provides that “An equipment auction shall be held on or before April 15, 2020.” On April 13, 2020 Petitioning Creditors emailed a copy of the Summons in this matter to the auctioneer, and jeopardized the auction that was to be held and concluded on April 14, 2020. Per agreement with the landlord for the Alleged Debtor’s premises, all sold equipment was to be removed by the end of April. As a result of the notice received, Tiger provided notice on soldtiger.com that April 21, 2020 will be the last day for acceptance of bids.

10. As can be readily observed, the auction process is subject to regular bidding and is being conducted by a reputable firm. Further, the auction process is taking place under the auspices of a financial advisor retained by the Debtor with the approval of Chase, Getzler Henrich & Associates LLC.

11. Notwithstanding the foregoing, on April 13, 2020, the Petitioning Creditors filed an involuntary chapter 7 petition against Castella, as the Alleged Debtor, and did not seek any immediate relief. To date, Castella has not been served with the petition or summons.

12. Notably, the Petitioning Creditors are corporate entities who have filed the involuntary petition without counsel. I am advised by counsel to Castella that, pursuant to Fed. R. Bankr. P. 9010, the Petitioning Creditors, as corporate entities, are required to appear by counsel.

13. Further, I am advised by Castella’s counsel that at least one of the Petitioning Creditors has litigation pending against Castella in this Federal Courthouse.

14. Accordingly, the Petitioning Creditors have their remedies in other courts and, upon information and belief, the instant involuntary petition was brought solely to interfere with the orderly liquidation of Castella’s assets for the benefit of its senior secured lender, Chase Bank.

15. Notwithstanding the provisions of the Bankruptcy Code, of which I am advised permit Castella to continue sell its property (*i.e.*, Bankruptcy Code 303(f)), this motion is necessary to ensure that Castella can continue with the auction, unimpeded, and can apply and pay over the sale proceeds to help satisfy the debt owed to Chase Bank.

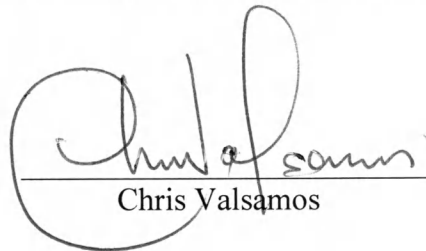
16. Based on the foregoing, I respectfully submit that this Court should issue a temporary restraining order and, pending a hearing, a permanent injunction, pursuant to §105(a) of the Bankruptcy Code and R. 7065 of the Bankruptcy Rules, restraining and enjoining the Petitioning Creditors, and each of their parents, subsidiaries, affiliates, agents, successors and assigns, or any other person or entity acting on their behalf, or purportedly acting on their behalf, from interfering in any manner with the sale and orderly liquidation of the assets of the Alleged Debtor and/or in the consummation of such sale and the payment of the proceeds from the liquidation to the Alleged Debtor's senior secured lender, JP Morgan Chase Bank N.A.

17. The Alleged Debtor has no adequate remedy at law.

18. No prior request for the relief sought herein has been made to this or any other Court.

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

Executed on April 16, 2020.

  
Chris Valsamos

**EXHIBIT “A”**



## SIXTH AMENDMENT TO FORBEARANCE AGREEMENT

THIS SIXTH AMENDMENT TO FORBEARANCE AGREEMENT (the “Amendment”) is dated as of March 13, 2020 (“Effective Date”), and is made by and among CASTELLA IMPORTS, INC., a New York corporation (the “Borrower”), CHRIS VALSAMOS (the “Loan Guarantor” and together with the Borrower, the “Obligors”), and JPMORGAN CHASE BANK, N.A. (the “Lender”).

### RECITALS:

A. Reference is made to that certain Forbearance Agreement, dated as of September 4, 2019, by and among the Obligors and the Lender, as amended by that certain First Amendment to Forbearance Agreement and Seventh Amendment to Third Amended and Restated Credit Agreement, dated as of November 21, 2019 (the “November 2019 Amendment”), that certain Second Amendment to Forbearance Agreement and Eighth Amendment to Third Amended and Restated Credit Agreement, dated as of December 23, 2019 (the “December 2019 Amendment”), that certain Third Amendment to Forbearance Agreement and Ninth Amendment to Third Amended and Restated Credit Agreement dated as of January 23, 2020 (“January 2020 Amendment”), that certain Fourth Amendment to Forbearance Agreement and Tenth Amendment to Third Amended and Restated Credit Agreement dated as of February 7, 2020 (“February 7, 2020 Amendment”), and that certain Fifth Amendment to Forbearance Agreement and Eleventh Amendment to Third Amended and Restated Credit Agreement dated as of February 27, 2020 (“February 27, 2020 Amendment”) (as amended, “Original Forbearance Agreement”).

B. Further reference is made to that certain Third Amended and Restated Credit Agreement, dated as of August 24, 2016, by and between the Borrower and the Lender, as amended by that certain First Amendment to Third Amended and Restated Credit Agreement, dated as of March 10, 2017, that certain Waiver and Second Amendment to Third Amended and Restated Credit Agreement, dated as of February 27, 2018, that certain Third Amendment to Third Amended and Restated Credit Agreement, dated as of February 28, 2018, that certain Fourth Amendment to Third Amended and Restated Credit Agreement, dated as of April 1, 2018, that certain Fifth Amendment to Third Amended and Restated Credit Agreement and Other Loan Documents, dated as of August 14, 2018, that certain Sixth Amendment to Third Amended and Restated Credit Agreement, dated as of February 8, 2019, the November 2019 Amendment, the December 2019 Amendment, the January 2020 Amendment, the February 7, 2020 Amendment, and the February 27, 2020 Amendment (as amended, the “Credit Agreement”).

C. Prior to giving effect to the November 2019 Amendment, the Lender’s agreement to forbear from exercising remedies as a result of the Existing Defaults (as defined the Forbearance Agreement) expired on November 21, 2019 (the “Original Forbearance Expiration Date”), and the credit facility made available to the Borrower pursuant to the Credit

Agreement (the “Credit Facility”) matured on November 21, 2019 (the “Original Maturity Date”).

D. On the Original Forbearance Expiration Date and the Original Maturity Date, the Borrower informed the Lender that it was unable to repay the amounts owing under the Credit Agreement on the Original Maturity Date and requested that the Lender extend the expiration date of the Forbearance Agreement and the maturity date of the Credit Facility to December 23, 2019.

E. Pursuant to the November 2019 Amendment, the Lender extended the expiration date of the Forbearance Agreement to December 23, 2019 (the “First Extended Forbearance Expiration Date”) and the maturity date of the Credit Facility to December 23, 2019 (the “First Extended Maturity Date”).

F. On the First Extended Forbearance Expiration Date and the First Extended Maturity Date, the Borrower informed the Lender that it was unable to repay the amounts owing under the Credit Agreement on the First Extended Maturity Date and requested that the Lender further extend the expiration date of the Forbearance Agreement and the maturity date of the Credit Facility to January 23, 2020.

G. Pursuant to the December 2019 Amendment, the Lender extended the expiration date of the Forbearance Agreement to January 23, 2020 (the “Second Extended Forbearance Expiration Date”) and the maturity date of the Credit Facility to January 23, 2020 (the “Second Extended Maturity Date”).

H. Pursuant to the January 2020 Amendment, the Lender extended the expiration of the Forbearance Agreement to February 7, 2020 (the “Third Extended Date”) and the maturity date of the Credit Facility to February 7, 2020 (the “Third Extended Maturity Date”).

I. Pursuant to the February 7, 2020 Amendment, the Lender extended the expiration of the Forbearance Agreement to February 21, 2020 (the “Fourth Extended Date”) and the maturity of the Credit Facility to February 21, 2020 (the “Fourth Extended Maturity Date”).

J. Pursuant to the February 27, 2020 Amendment, the Lender extended the expiration of the Forbearance Agreement to March 9, 2020 (the “Fifth Extended Date”) and the maturity of the Credit Facility to March 9, 2020 (the “Fourth Extended Maturity Date”).

K. All Existing Events of Default (as defined in the November 2019 Forbearance), New Events of Default (as defined in the Fourth Amendment), and February 2020 Defaults (as defined in the Fifth Amendment) are ongoing.

L. Borrower has failed repay the amounts owing under the Credit Agreement on the Fifth Extended Maturity Date and has requested a further extension of the expiration date of the Forbearance Agreement to pursue the closure of its business operations and

liquidation of its assets to apply to the Loan obligations, and the Lender has agreed to do so subject to the terms and conditions set forth in this Amendment.

**NOW THEREFORE**, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions. All capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Credit Agreement or Forbearance Agreement, as applicable.

2. Affirmation of Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference.

3. Acknowledgments Regarding Existing Defaults and Availability Reserve.

(a) The Obligors acknowledge that the Existing Defaults, New Defaults, and February 2020 Defaults have occurred and are continuing.

4. Reaffirmation of Liens on Collateral. Obligor acknowledges and agrees that the Lender holds, and will continue to hold, first-priority perfected liens and security interests in all of the Collateral except for liens which are permitted under Section 6.02 of the Credit Agreement, are purchase money security interests or are to secured leased equipment and which have priority as a matter of law. The liens and security interests held by the Lender in the above-referenced Collateral are free and clear of any and all liens, charges, security interests and encumbrances except for liens which are permitted under Section 6.02 of the Credit Agreement.

5. Amendment to Forbearance Agreement. Section 3 of the Forbearance Agreement is hereby amended to amend the defined term “End Date” from “March 9, 2020” to “April 15, 2020”.

6. Forbearance Obligations.

(a) Financial Advisor. Borrower shall continue to engage a financial advisor (the “Financial Advisor”) of its own choosing but subject to Lender approval in Lender’s sole discretion to provide business management and oversight over the orderly wind-down of the Borrower’s business and liquidation of the Borrowers’ assets (the “Liquidation”). The final terms of the Financial Advisor’s engagement shall be subject to the review and approval of Lender. Borrower agrees that the Financial Advisor shall have broad authority and discretion to oversee the Liquidation, including, without limitation: (i) the selection and approval of any vendors engaged by Borrower in connection with the removal, repair, restoration, valuation, and sale of all assets of the Borrower, including, without limitation, inventory, equipment, machinery, and intellectual property; (ii) the staffing of the Borrower in connection with any of the foregoing; (iii) communication with creditors, vendors, landlords, and others regarding the liquidation; and (iv) distribution of proceeds of the liquidation in accordance with this Agreement, the Loan Documents, and the approved liquidation budget. For purposes of clarity and avoidance of doubt, nothing in this Amendment, the Financial Advisor’s engagement letter or any related

documents or agreement shall constitute a waiver or release of Lender's ability to enforce any and all of Lender's rights and/or claims, as a secured creditor or otherwise, or constitute Lender's consent to or waiver of its right to oppose any manner of liquidation of Borrower's assets. The termination of the Financial Advisor prior to the Forbearance Termination Date shall be an Event of Default under the Loan Documents without notice and an opportunity to cure.

(b) Borrower, in consultation with the Financial Advisor, shall effectuate the Liquidation in order to maximize return on Borrower's assets for the benefit of Lender. The Liquidation shall proceed as follows:

- (i) A consultant shall be engaged to evaluate the valuation, removal, and sale of machinery located at 60 Davids Drive, Happaug, New York 11788 (the "Property") and shall provide a report to Borrower, Financial Advisor, and Lender of its findings on or before March 20, 2020;
- (ii) An auctioneer shall be retained to sell equipment on or before March 27, 2020;
- (iii) Advertising of the sale of equipment shall begin on or before April 1, 2020;
- (iv) All inventory shall be sold on or before April 8, 2020;
- (v) An equipment auction shall be held on or before April 15, 2020; and
- (vi) Borrower shall collect \$500,000 in accounts receivable on or before March 31, 2020.

(c) Borrower, in consultation with the Financial Advisor, shall provide Lender with a complete detailed schedule of any assets which Borrower asserts is leased or subject to a lien superior to that of the Lender (each, a "Senior Lien") which shall include, among other things, detail relating to the identification of the asset(s), the location of the asset(s), the lessor or lienholder with respect to such asset(s), the amount alleged to be due with respect to such Senior Lien, and copies of documentation relating to the Senior Lien.

(d) Lender shall not fund, through Collateral, advances on the Loan or otherwise, any expenses of sale relating to assets that are subject to a Senior Lien.

(e) Borrower shall comply with the Budget, as defined and set forth more fully below in Section 7.

(f) Borrower shall distribute all proceeds of the Liquidation to Lender, subject only to (i) costs and expenses of sale, subject to Section 6(d) above; and (ii) payments of Senior Liens which have been identified and for which Borrower has provided the information required by Section 6(e) above.

(g) During the term of this Agreement, Loan Guarantor shall not sell, assign, transfer, encumber or otherwise dispose of his membership interests in BCV Realty LLC, except as permitted by the Lender in writing. Loan Guarantor further shall not cause such entity to sell, assign, transfer, encumber or otherwise dispose of any real estate holdings except as permitted by the Lender in writing. For the avoidance of doubt, nothing herein shall be deemed to be Lender's consent to any such sale, assignment, transfer, encumbrance, or other disposal of such interests after the termination of this Agreement. This reservation shall survive termination of this Agreement.

7. Budget.

(a) Borrower shall be permitted to use its cash only to the extent set forth in the Budget attached as **Exhibit A** (as amended in writing by Lender and Borrower, the "Budget"). No other use of cash is permitted.

(b) Borrower, in consultation with the Financial Advisor, shall provide weekly reporting on Monday of each week regarding the Borrower's performance against the Budget for the prior week.

(c) Any request for funding under the Budget shall be made prior to 12:00 p.m. (ET) and shall include the following statement:

"This request for funding is made pursuant to and is in compliance with the Budget attached to that certain Sixth Amendment to Forbearance Agreement."

Requests for funding under the Budget made after 12:00 p.m. (ET) may not be addressed until the following business day. To facilitate prompt review and resolution of funding requests, Borrower shall submit requests for funding pursuant to guidelines to be provided by Lender.

8. Release. As additional consideration for the Lender entering into this Amendment, the Obligors hereby fully and unconditionally release and forever discharge the Lender and its successors, assigns, parents, subsidiaries, affiliates, predecessors, employees and agents, both present and former (collectively, the "Released Parties") from any and all claims, liabilities, demands, damages, losses, actions and causes of action whatsoever which the Obligors may now have or claim to have against the Lender or any other Released Parties, in each case as of the date hereof, whether presently known or unknown and of any nature and extent whatsoever, on account of or in any way affecting, concerning or arising out of or founded upon this Amendment, the Forbearance Agreement, or any of the other Loan Documents, including but not limited to all such loss or damage of any kind heretofore sustained or that may arise as a consequence of the dealings between the parties up to and including the date hereof, including but not limited to, the administration or enforcement of the obligations or the Loan Documents up to and including the date hereof.

9. No Defenses and Waiver of all Notice and Cure Rights. Each Obligor acknowledges and agrees that the Forbearance Agreement, as amended hereby, the Credit Agreement, as amended hereby, and the other Loan Documents are valid and enforceable in

accordance with their terms and that none of them has any offsets or defenses to the enforcement of the terms and provisions contained in any thereof: for the avoidance of doubt each obligor acknowledges that none of them have any offsets or defenses to the Existing Defaults and any new Defaults. Furthermore, each Obligor hereby permanently waive any and all notice and cure periods for any Event of Default under the Loan Documents.

10. Reservation of Rights and Remedies. The Lender expressly reserves any and all rights and remedies under the Forbearance Agreement, as amended hereby, and the other Loan Documents, as amended hereby, and any other agreement or at law or in equity or otherwise.

11. Representations and Warranties. To induce the Lender to enter into this Amendment, the Obligors hereby represent, warrant and agree as follows:

(a) Except for the Existing Defaults and New Defaults, and any defaults under the prior Amendments to the Forbearance Agreement, all representations and warranties contained in the Loan Documents continue to be true and correct on and as of the date hereof, with the same force and effect as if made on the date hereof, except to the extent that such representations and warranties relate to an earlier date, in which case such representations and warranties shall have been true and correct as of the date when made.

(b) Other than the Existing Defaults (as defined in the November 2019 Forbearance) the New Events of Default (as defined in the Fourth Amendment, and the February 2020 Defaults, and any defaults under the prior Amendments to the Forbearance Agreement, no Event of Default under any of the Loan Documents exists.

(c) The Borrower has the corporate or other organizational power and authority to execute, deliver and carry out the terms and provisions of this Amendment and has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of this Amendment. Obligors have duly executed and delivered this Amendment and this Amendment constitutes their respective legal, valid and binding agreement or obligation, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law).

12. Miscellaneous. This Amendment is made for the sole benefit and protection of the Lender, the Obligors and their respective successors and assigns. No other persons shall have any rights whatsoever hereunder. Notices to parties hereunder may be given to them at the addresses and in the manner provided in the Credit Agreement. If any provision of this Amendment is held to be invalid or unenforceable, the remaining provisions shall remain in effect without impairment. All obligations of the Obligors to make payments to the Lender shall survive the termination of all obligations of the Lender under the Loan Documents, and shall not be affected by reason of an invalidity, illegality or irregularity of the Forbearance Agreement, this Amendment, or any other Loan Document. The covenants and agreements contained in or given pursuant to the Forbearance Agreement, this Amendment, or any other Loan Document

shall continue in force until the payment in full and the discharge of all obligations of the Obligors to the Lender.

13. Construction. This Amendment shall not be construed more strictly against the Lender merely by virtue of the fact that this Amendment may have been or has been prepared by the Lender or its counsel, it being recognized that the Obligors have contributed substantially and materially to the preparation of this Amendment. The Obligors acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by any of the other parties hereto for entering into this Amendment. The validity, priority and perfection of all security interests and other liens granted or created by the Loan Documents is hereby acknowledged and confirmed, and the Loan Documents shall continue to secure the loans evidenced by the Loan Documents, as amended by this Amendment, without any change, loss or impairment of the priority of such security interests or other liens. Nothing in this Amendment shall be intended or construed to hold the Lender liable or responsible for any expenses, disbursements, liability or obligation of any kind or nature whatsoever of any Obligor.

14. Consent of Loan Guarantor. The Loan Guarantor, by his execution of this Amendment, hereby consents and agrees to be bound by the provisions of this Amendment and further agrees that the provisions of the Loan Guaranty remain in full force and effect.

15. Effective Date. The Borrower, the Loan Guarantor, and the Lender acknowledge and agree that this Amendment shall be effective when all the following conditions precedent shall have been satisfied to the Lender's satisfaction, and such conditions must be satisfied no later than 5:00 p.m. New York City time on March 12, 2020:

(a) The Lender shall have received from the Obligors an executed counterpart original of this Amendment and Lender shall have executed a counterpart original of this Amendment.

(b) After giving effect to this Amendment, other than the Existing Defaults, and the New Defaults, the February 2020 Defaults, and any defaults under the prior Amendments to the Forbearance Agreement, no Event of Default shall exist and be continuing under the Loan Documents (including, without limitation, the Forbearance Agreement) as of the date of this Amendment, and by their execution below, the Obligors certify as to the foregoing.

16. Full Force and Effect of Forbearance Agreement and other Loan Documents. Except as expressly amended by this Amendment, the terms and provisions of each of the Forbearance Agreement, the Credit Agreement and the other Loan Documents shall remain unmodified, and the terms and provisions of each of the Forbearance Agreement, as amended hereby, and the other Loan Documents, as amended hereby, shall remain in full force and effect.

17. Execution in Counterparts. This Amendment may be executed in one or more counterparts and by pdf or facsimile, each of which shall constitute one agreement. Each party executing this Amendment represents that such party has the full authority and legal power to do so. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or

electronic mail (to be followed in due course by delivery of original signature counterparts) shall be equally effective as delivery of a manually executed counterpart of this Amendment.

18. Governing Law; Jurisdiction; Consent to Service of Process. The provisions of Section 8.09 of the Credit Agreement are incorporated by reference herein, *mutatis mutandis*.

**Each of the undersigned parties acknowledges that it or he has read and understood all the provisions of this Amendment, including the waiver of jury trial incorporated by reference herein as set forth above, and has been advised by counsel as necessary or appropriate.**

**[SIGNATURE PAGE FOLLOWS]**

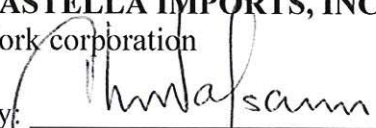


**[SIGNATURE PAGE TO SIXTH AMENDMENT TO FORBEARANCE AGREEMENT]**

**IN WITNESS WHEREOF**, each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date first above written.

**BORROWER:**

**CASTELLA IMPORTS, INC.**, a New York corporation

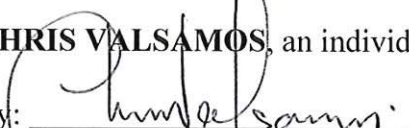
By: 

Name: Chris Valsamos

Title: President

**LOAN GUARANTOR:**

**CHRIS VALSAMOS**, an individual

By: 

Name: Chris Valsamos

**LENDER:**

**JPMORGAN CHASE BANK, N.A.**

By: \_\_\_\_\_

Name: Thomas G. Williams

Title: Authorized Officer

**[SIGNATURE PAGE TO SIXTH AMENDMENT TO FORBEARANCE AGREEMENT]**

**IN WITNESS WHEREOF**, each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date first above written.

**BORROWER:**

**CASTELLA IMPORTS, INC.**, a New York corporation

By: \_\_\_\_\_

Name: Chris Valsamos

Title: President

**LOAN GUARANTOR:**

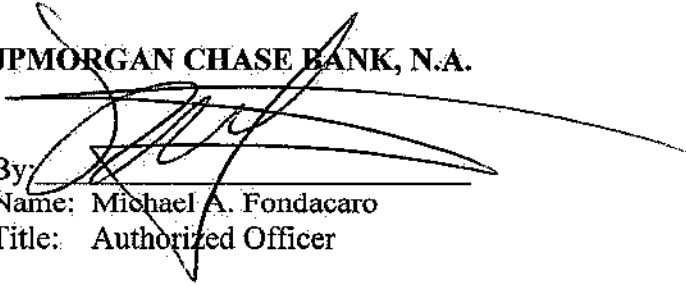
**CHRIS VALSAMOS**, an individual

By: \_\_\_\_\_

Name: Chris Valsamos

**LENDER:**

**JPMORGAN CHASE BANK, N.A.**

By:  \_\_\_\_\_  
Name: Michael A. Fondacaro

Title: Authorized Officer

**EXHIBIT A**

**Castella Imports - Liquidation Budget  
Notes and assumptions - Draft Only**

- 1 Assume a consensual orderly wind-down between lender and owner
- 2 Account Receivables PODs contained and moved from Wilshire premises to a neutral location and thus becomes less time sensitive
- 3 Customers with outstanding orders will delay paying and claim charge backs and advertising allowances
- 4 No inventory is purchased
- 5 Two months rent, real estate taxes and insurance is paid at warehouse / plant facility - Insurance is a placeholder until we get the actual quote
- 6 Average inventory recovery assuming Restaurant Depot and a few others purchased at near cost. If not brokers will need to be called in and they are typically bottom feeders at 20c / \$
- 7 Return leased vehicles and all M&E to finance and leasing companies
- 8 Arrange an auction for all M&E - M&E recovery value not included, but food businesses typically achieve 20%-30% recovery before expenses
- 9 Assumes buyers of inventory will collect liquidated inventory or use 3rd party because of no insurance. This means the logistics row 15 could be less
- 10 The objective is to liquidate inventory within 4 to 6 weeks
- 11 GH fees (Place Holder TBD)

**Action Plan**

**Inventory**

- 1 Approach as many existing and old customers as possible with a target price of 80% to 100% of cost
- 2 At the same time invite food brokers to make bids on inventory
- 3 Plan staging of product depending on volume
- 4 All goods to be collected by the buyers

**M&E and Vehicles**

- 1 Identify the M&E than can be sold
- 2 Mark inventory belonging to specific lenders
- 3 Invite auctioneers and liquidators to review
- 4 Decide on private sale or auction
- 5 Hold auction within 3 to 5 weeks

**Accounts Receivable**

- 1 Gather POD's to take to neutral location
- 2 Grade and categorize the AR:
  - \*Aged (Largest to Smallest)
  - \*Slow, bad and good
  - \*Establish anticipation discounts by category

**Castella Orderly Liquidation (WIP DRAFT ONLY SUBJECT TO DISCUSSION)**

Not For Distribution or FINAL

		1	2	3	4	5	6	7	8	9	10	11	12	13	13 Week Total
Row 1	Beginning period	3/9/2020	3/16/2020	3/23/2020	3/30/2020	4/6/2020	4/13/2020	4/20/2020	4/27/2020	5/4/2020	5/11/2020	5/18/2020	5/25/2020	6/1/2020	
	Ending period	3/15/2020	3/22/2020	3/29/2020	4/5/2020	4/12/2020	4/19/2020	4/26/2020	5/3/2020	5/10/2020	5/17/2020	5/24/2020	5/31/2020	6/7/2020	
Row 2	<b>Cash Receipts</b>														
Row 3	Accounts Receivable (Existing AR)	157,143	200,000	175,000	150,000	175,000	100,000	-	-	-					957,143
Row 4	Liquidate Inventory (COD or 7 days)	45%	244,260	244,260	244,260	244,260	244,260	-	-	-	-	-	-	-	1,221,300
Row 5	Inventory Value (Gross)	2,714,000													-
Row 6	<b>Total Cash Receipts</b>	<b>A</b>	<b>401,403</b>	<b>444,260</b>	<b>419,260</b>	<b>394,260</b>	<b>419,260</b>	<b>100,000</b>	-	-	-	-	-	-	<b>2,178,443</b>
Row 7															
Row 12	<b>COGS</b>	<b>B</b>	-	-	-	-	-	-	-	-	-	-	-	-	-
Row 13															
Row 14	<b>Fact Payroll and HQ</b>														
Row 15	Payroll Gross through 5 days (Includes Corporate)	125,000	4,000												129,000
Row 16	Payroll (Admin and Selling)	-	21,199	21,199	18,715	18,715	10,952	10,952	10,952	10,952	-	-	-	-	123,636
Row 17	Payroll / Shippin and Packing	-	6,577	6,577	6,577	6,577									26,308
Row 18	Payroll Receivables / Collections		1,139	1,139	1,139	1,139	-	-	-	-	-	-	-	-	4,556
Row 19	Payroll Invoicing and assist with collections		1,157	1,157	1,157	1,157	-	-	-	-	-	-	-	-	4,628
Row 20	Payroll Services		500	500	500	500	-	-	-	-					2,000
Row 21	Security		1,553	1,553	1,553	1,553	-	-	-	-					6,212
Row 22	Medical		39,000			5,000									
Row 23	IT outside service contract		2,484	2,484	500	500	500								6,468
Row 24	<b>Payroll Total</b>	<b>C</b>	<b>125,000</b>	<b>77,609</b>	<b>34,609</b>	<b>30,141</b>	<b>35,141</b>	<b>11,452</b>	<b>10,952</b>	<b>10,952</b>	<b>10,952</b>	-	-	-	<b>302,808</b>
Row 25															
Row 26	Insurance (Risk Liability)	25,000	Placeholder												25,000
Row 27	Insurance To Be Placed Property	25,000													25,000
Row 28	IT outside service contract	-													-
Row 29	Lease/Finance (Vehicles Only)														-
Row 30	Logistics (Includes Payrol For Two Drivers)	3%	6,107	6,107	6,107	6,107	6,107	-	-	-	-	-	-	-	30,533
Row 31	Occupancy and Real Estate Taxes		80,000	18,200			80,000	18,200							196,400
Row 32	Opex (R&M and general)		5,000	4,000	3,000	2,000	1,000	1,000	1,000	-					18,000
Row 33	Pest		1,239	1,239	1,239	1,239	1,239	1,239	1,239	-	-	-	-	-	9,913
Row 34	Phone		4,327												4,327
Row 35	Port / COGS		-	-	-	-									-
Row 36	Security Alarm		750	750	750	750	750	750	750	1,000	-	-	-	-	7,000
Row 37	Utilities		20,000				20,000								40,000
Row 38	Waste (Wk 1 is includes the DEEP check)		10,000				10,000				-	-	-	-	20,000
Row 39	Move HQ to Factory				0	0									-
Row 40	Contingency (Inc.Rappeport Bounced Check)		12,704	3,000	3,000	3,000	3,000	3,000	3,000	3,000	-	-	-	-	36,704
Row 41	<b>Factory OPEX (Excluding COGS and P/R)</b>	<b>D</b>	<b>190,126</b>	<b>33,296</b>	<b>14,096</b>	<b>13,096</b>	<b>102,096</b>	<b>44,189</b>	<b>5,989</b>	<b>5,989</b>	<b>4,000</b>	-	-	-	<b>412,876</b>
Row 42															
Row 43	<b>Disbursements Including P/R and COGS</b>	<b>E</b>	<b>315,126</b>	<b>110,905</b>	<b>48,705</b>	<b>43,237</b>	<b>137,237</b>	<b>55,641</b>	<b>16,941</b>	<b>16,941</b>	<b>14,952</b>	-	-	-	<b>715,684</b>
Row 44															
Row 45	<b>Cash Burn / Surplus From Operations</b>	<b>F</b>	<b>86,276</b>	<b>333,355</b>	<b>370,555</b>	<b>351,024</b>	<b>282,024</b>	<b>44,359</b>	<b>(16,941)</b>	<b>(16,941)</b>	<b>(14,952)</b>	-	-	-	<b>1,462,759</b>
Row 46															

**Castella Orderly Liquidation (WIP DRAFT ONLY SUBJECT TO DISCUSSION)**

Not For Distribution or FINAL

	1	2	3	4	5	6	7	8	9	10	11	12	13	13 Week Total		
Row 1	3/9/2020	3/16/2020	3/23/2020	3/30/2020	4/6/2020	4/13/2020	4/20/2020	4/27/2020	5/4/2020	5/11/2020	5/18/2020	5/25/2020	6/1/2020			
Row 1	Ending period	3/15/2020	3/22/2020	3/29/2020	4/5/2020	4/12/2020	4/19/2020	4/26/2020	5/3/2020	5/10/2020	5/17/2020	5/24/2020	5/31/2020	6/7/2020		
Row 47	<b>Restructuring</b>															
Row 48	Bank Counsel	Placeholder													-	
Row 49	Debtors Counsel	25,000		10,000		15,000									50,000	
Row 50	FA (Getzler Henrich)	25,000	15,000	10,000	10,000	10,000	5,000	5,000	5,000	5,000	2,000	2,000	2,000	2,000	98,000	
Row 58	<b>Total Restructuring and Professional Fees</b>	<b>50,000</b>	<b>15,000</b>	<b>20,000</b>	<b>10,000</b>	<b>25,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>	<b>148,000</b>	
Row 60	<b>Total All Expenses</b>	<b>365,126</b>	<b>125,905</b>	<b>68,705</b>	<b>53,237</b>	<b>162,237</b>	<b>60,641</b>	<b>21,941</b>	<b>21,941</b>	<b>19,952</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>	<b>863,684</b>	
Row 62	<b>Weekly Change in Cash</b>	<b>36,276</b>	<b>318,355</b>	<b>350,555</b>	<b>341,024</b>	<b>257,024</b>	<b>39,359</b>	<b>(21,941)</b>	<b>(21,941)</b>	<b>(19,952)</b>	<b>(2,000)</b>	<b>(2,000)</b>	<b>(2,000)</b>	<b>(2,000)</b>	<b>1,314,759</b>	
Row 63	Accumulative	36,276	354,632	705,187	1,046,210	1,303,234	1,342,593	1,320,652	1,298,711	1,278,759	1,276,759	1,274,759	1,272,759	1,270,759	1,270,759	
Row 65	Bank beginning balance	ZERO	36,276	354,632	705,187	1,046,210	1,303,234	1,342,593	1,320,652	1,298,711	1,278,759	1,276,759	1,274,759	1,272,759	ZERO	
Row 66	Weekly Cash(Shortfall) / Surplus	36,276	318,355	350,555	341,024	257,024	39,359	(21,941)	(21,941)	(19,952)	(2,000)	(2,000)	(2,000)	(2,000)	1,270,759	
Row 67	Infusion														-	
Row 68	<b>Bank ending balance</b>	<b>36,276</b>	<b>354,632</b>	<b>705,187</b>	<b>1,046,210</b>	<b>1,303,234</b>	<b>1,342,593</b>	<b>1,320,652</b>	<b>1,298,711</b>	<b>1,278,759</b>	<b>1,276,759</b>	<b>1,274,759</b>	<b>1,272,759</b>	<b>1,270,759</b>	<b>1,270,759</b>	
Row 70																
Row 71																
Row 71	<b>Accounts Receivable Roll Forward</b>															
Row 71	Accounts Receivables (Gross)	3/5/2020	1,646,000	1,488,857	1,288,857	1,113,857	963,857	788,857	688,857	688,857	688,857	688,857	688,857	688,857	688,857	1,646,000
Row 72	Collections	(157,143)	(200,000)	(175,000)	(150,000)	(175,000)	(100,000)	-	-	-	-	-	-	-	-	(957,143)
Row 73	Write Off	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Row 74	EOW Balance	1,488,857	1,288,857	1,113,857	963,857	788,857	688,857	688,857	688,857	688,857	688,857	688,857	688,857	688,857	688,857	688,857
Row 75	(Reduction) / Increase In Receivables															(957,143)
Row 76																
Row 77																
Row 77	<b>Inventory Roll Forward</b>															
Row 78	Opening Inventory (Gross)	3/10/2020	2,714,000	2,469,740	2,225,480	1,981,220	1,736,960	1,492,700	1,492,700	1,492,700	1,492,700	1,492,700	1,492,700	1,492,700	1,492,700	2,714,000
Row 79	Sale of Inventory	(244,260)	(244,260)	(244,260)	(244,260)	(244,260)	-	-	-	-	-	-	-	-	-	(1,221,300)
Row 80	Write Off	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Row 81	Ending Balance	2,469,740	2,225,480	1,981,220	1,736,960	1,492,700	1,492,700	1,492,700	1,492,700	1,492,700	1,492,700	1,492,700	1,492,700	1,492,700	1,492,700	1,492,700
Row 82	Increase / (Decrease)															
Row 83																
Row 84																
Row 84	<b>Loan Details</b>															
Row 85	Opening Loan Balance Feb 21 BBC based on Feb 20	3/10/2020	13,718,000	13,681,724	13,363,368	13,012,813	12,671,790	12,414,766	12,375,407	12,397,348	12,419,289	12,439,241	12,441,241	12,443,241	12,445,241	13,718,000
Row 86	Recovery	(36,276)	(318,355)	(350,555)	(341,024)	(257,024)	(39,359)	21,941	21,941	19,952	2,000	2,000	2,000	2,000	2,000	(1,270,759)
Row 87	Sweeps	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Row 88	Ending Loan Balance	13,681,724	13,363,368	13,012,813	12,671,790	12,414,766	12,375,407	12,397,348	12,419,289	12,439,241	12,441,241	12,443,241	12,445,241	12,447,241	12,447,241	(1,270,759)

*Analysis contained herein is based on data made available from **Castella Imports and Affiliates (CI)** and its representatives, and no independent verification of such data was made by **Getzler Henrich & Associates LLC (Getzler Henrich)**. **Getzler Henrich** and its affiliates make no representation and give no assurances as to the accuracy of the information contained herein. Accordingly, **Getzler Henrich** shall have no liability for any representations (express or implied) contained in, or for any omissions from, this report or any other written or oral communications transmitted to its Lenders, Shareholders and other third parties in the course of their evaluation of **CI**. This document /report, does not purport to contain all the information that a lender or investor may desire, and lenders and investors should conduct their own investigation of the company. **Getzler Henrich** is not an accounting firm, did not perform an audit and provides no assurances to the accuracy of the information herein.*

# EXHIBIT “B”

861419

2004 May 17 PM05:02

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS and read back CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional)

B SEND ACKNOWLEDGMENT TO (Name and Address)

UCC Direct Services  
 2727 Allen Parkway  
 Houston, TX 77019, USA  
 nyjack@uccdirect.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME (use only one debtor name. List the full and not abbreviated or common names)

2 ORGANIZATION'S NAME: Castalia imports, Inc.

OR 2 INDIVIDUAL'S LAST NAME: FIRST NAME: MIDDLE NAME: SUFFIX:

3 MAILING ADDRESS: 220 Smith Street CITY: Farmingdale STATE: NY POSTAL CODE: 11735 COUNTRY: USA

4 SEE INSTRUCTIONS: ADD. INFO RE: TYPE OF ORGANIZATION: JURISDICTION OF ORGANIZATION: ORGANIZATIONAL IDENTIFY:

11.31.15167 DEBTOR Corporation New York None  NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME (use only one debtor name (1a or 2a). Do not abbreviate or use alternate names)

3 ORGANIZATION'S NAME:

OR 3 INDIVIDUAL'S LAST NAME: FIRST NAME: MIDDLE NAME: SUFFIX:

4 MAILING ADDRESS: CITY: STATE: POSTAL CODE: COUNTRY:

5 SEE INSTRUCTIONS: ADD. INFO RE: TYPE OF ORGANIZATION: JURISDICTION OF ORGANIZATION: ORGANIZATIONAL IDENTIFY:

DEBTOR NONE  NONE

3 SECURED PARTY'S NAME (a NAME OR TOTAL ASSIGNOR OR ASSIGNEE OR 1a use only one secured party name (1a or 3a))

3 ORGANIZATION'S NAME: The Bank of New York

OR 3 INDIVIDUAL'S LAST NAME: FIRST NAME: MIDDLE NAME: SUFFIX:

4 MAILING ADDRESS: 90 Crystal Run Road 2nd Floor CITY: Middletown STATE: NY POSTAL CODE: 10941 COUNTRY: USA

4 THIS FINANCING STATEMENT covers the following collateral:

All personal property and fixtures of the Debtor whether presently existing or existing in the future or presently owned or acquired in the future by the Debtor and whether or not subject to the Uniform Commercial Code, including, but not limited to, all goods, money, instruments, accounts, farm products, inventory, equipment, documents, chattel paper, investment property, deposit accounts, supporting obligations and general intangibles, and all interest, dividends and other distributions thereon paid and payable in cash or property, and all replacements and substitutions for all accessions and additions to, and all products and Proceeds of, all of the foregoing. As used herein the term Proceeds as defined in the Uniform Commercial Code and, to the extent not otherwise included, shall include, but not be limited to, (i) any and all proceeds of any insurance, claims and rights of action or settlements thereof, escrowed amounts or property, judicial and arbitration judgments and awards, payable to the Debtor from or in respect of any person from time to time, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with the ownership of the collateral, including, without limitation, all dividends, interest and other amounts collected on or distributed on account of the collateral or in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing collateral by any governmental authority; (iii) all claims of the Debtor for losses or damages arising out of or relating to or for any breach of any agreements, covenants, representations or warranties or any default whether or not with respect to or under any of the foregoing collateral (without limiting any direct or independent rights of the Bank with respect to the collateral); and (iv) any and all other amounts from time to time paid or payable under or in connection with the foregoing collateral.

5 ALTERNATIVE DESIGNATION (if applicable)  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BATE/BAILOR  SELLER/BUYER  AGENT  NON-UCC FILING

6 THIS FINANCING STATEMENT is to be filed (for record) concurrently with the (1)  UCC-1  UCC-3  UCC-9  UCC-10  UCC-11  UCC-12  UCC-13  UCC-14  UCC-15  UCC-16  UCC-17  UCC-18  UCC-19  UCC-20  UCC-21  UCC-22  UCC-23  UCC-24  UCC-25  UCC-26  UCC-27  UCC-28  UCC-29  UCC-30  UCC-31  UCC-32  UCC-33  UCC-34  UCC-35  UCC-36  UCC-37  UCC-38  UCC-39  UCC-40  UCC-41  UCC-42  UCC-43  UCC-44  UCC-45  UCC-46  UCC-47  UCC-48  UCC-49  UCC-50  UCC-51  UCC-52  UCC-53  UCC-54  UCC-55  UCC-56  UCC-57  UCC-58  UCC-59  UCC-60  UCC-61  UCC-62  UCC-63  UCC-64  UCC-65  UCC-66  UCC-67  UCC-68  UCC-69  UCC-70  UCC-71  UCC-72  UCC-73  UCC-74  UCC-75  UCC-76  UCC-77  UCC-78  UCC-79  UCC-80  UCC-81  UCC-82  UCC-83  UCC-84  UCC-85  UCC-86  UCC-87  UCC-88  UCC-89  UCC-90  UCC-91  UCC-92  UCC-93  UCC-94  UCC-95  UCC-96  UCC-97  UCC-98  UCC-99  UCC-100

7 Check to REQUEST SEARCH REPORT (not for creditors)

8 ORIGINAL FILER REFERENCE DATA NY-0-10400197-842201

FILING OFFICE COPY NATIONAL UCC FINANCING STATEMENT (FORM UCC-1) (REV. 05/27/02)

Filing Number-200405175399988



724490

2005 Mar 22 AM10:30

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC Direct Services  
2727 Allen Parkway  
Houston, TX 77019, USA  
nyack@uccdirect.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE# 200405175399988 Filed date: 17-MAY-04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. [ ] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. [ ] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. [ ] ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects [X] Debtor or [ ] Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

[X] CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. [ ] DELETE name: Give record name to be deleted in item 6a or 6b. [ ] ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME Castella Imports, Inc.

OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME Castella Imports, Inc.

OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------	------------	-------------	--------

7c. MAILING ADDRESS 60 Davids Drive CITY Hauppauge STATE NY POSTAL CODE 11788 COUNTRY USA

7d. SEE INSTRUCTIONS 11-3115867	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION Corporation	7f. JURISDICTION OF ORGANIZATION NY	7g. ORGANIZATIONAL ID #, if any None [X] NONE
------------------------------------	-----------------------------------	--------------------------------------	-------------------------------------	---

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral [ ] deleted or [ ] added, or give entire [ ] restated collateral description, or describe collateral [ ] assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here [ ] and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME THE BANK OF NEW YORK

OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA NY-0-13803063-84220/

723238

2007 Mar 01 AM08:00

### UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

---

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC Direct Services  
2727 Allen Parkway  
Houston, TX 77019, USA  
nyack@uccdirect.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE# 200405175399988 Filed date: 17-MAY-04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME **JPMorgan Chase Bank, N.A.**

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS **1111 Fannin, TX2-F126**

CITY <b>Houston</b>	STATE <b>TX</b>	POSTAL CODE <b>77002</b>	COUNTRY <b>USA</b>
---------------------	-----------------	--------------------------	--------------------

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
----------------------	-----------------------------------	--------------------------	----------------------------------	---

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment), if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA NY-0-23948208-84220/2391240/26 01-5408040010 26-NYS 2391240/ CASTELLA IMPORTS, INC.

723238

2007 Mar 01 AM08:00

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC Direct Services  
2727 Allen Parkway  
Houston, TX 77019, USA  
nyack@uccdirect.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE# 200405175399988 Filed date: 17-MAY-04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME JPMorgan Chase Bank, N.A.

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS 1111 Fannin, TX2-F126

CITY Houston

STATE TX POSTAL CODE 77002 COUNTRY USA

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

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9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment), if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA NY-0-23948208-84220/2391240/26 01-5408040010 26-NYS 2391240/ CASTELLA IMPORTS, INC.

723238

2007 Mar 01 AM08:00

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC Direct Services  
2727 Allen Parkway  
Houston, TX 77019, USA  
nyack@uccdirect.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE# 200405175399988 Filed date: 17-MAY-04

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME JPMorgan Chase Bank, N.A.

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS 1111 Fannin, TX2-F126

CITY Houston

STATE TX POSTAL CODE 77002 COUNTRY USA

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment), if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA NY-0-23948208-84220/2391240/26 01-5408040010 26-NYS 2391240/ CASTELLA IMPORTS, INC.

832728

2008 Dec 10 AM07:58

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
**CT Lien Solutions**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**CT Lien Solutions  
P.O. Box 29071  
Glendale, CA 91209-9071, USA  
nyack@uccdirect.com**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE# **200405175399988** Filed date: **17-MAY-04**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME **THE BANK OF NEW YORK**

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA NY-0.33178757-0000720983 CASTELLA IMPORTS,INC 006709679000 ABL/01015 J. HARIACZYI

702931

2009 Jan 09 AM05:54

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] CT Lien Solutions	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  <table border="1"> <tr> <td>CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071, USA nyack@uccdirect.com</td> </tr> </table>	CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071, USA nyack@uccdirect.com
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071, USA nyack@uccdirect.com	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE# 200405175399988 Filledate: 17-MAY-04	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.
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2.  TERMINATION: Effectiveness of the Financing statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination statement.

3.  CONTINUATION: Effectiveness of the Financing statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9.

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME The Bank of New York			
OR			
6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME JPMorgan Chase Bank, N.A.			
OR			
7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS P.O.Box 2558 1111 Fannin TX2-F135

CITY Houston	STATE TX	POSTAL CODE 77252-2558	COUNTRY USA
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any None <input type="checkbox"/> NONE
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Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

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9a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A.			
OR			
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA NY-0.33187294-0000720983 CASTELLA IMPORTS,INC 006709679000 ABL/01015 J. HARIACZYI

FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Filing Number-200901095029207

846707

2011 Dec 30 AM11:13

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
**Gisella Melendez 800-331-3282**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**CT Lien Solutions  
P.O. Box 29071  
Glendale, CA 91209-9071, USA  
eflling@wolterskluwer.com  
(Fax)818-562-4141**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE# 200405175399988 Filledate: 17-MAY-04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME **JPMorgan Chase Bank, N.A.**

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS <b>P.O. Box 33035</b>	CITY <b>Louisville</b>	STATE <b>KY</b>	POSTAL CODE <b>40232-3035</b>	COUNTRY <b>USA</b>
---	------------------------	-----------------	-------------------------------	--------------------

7d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <b>None</b> <input type="checkbox"/> NONE
-----------------------------	-----------------------------------	--------------------------	----------------------------------	---

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

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9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME **JPMORGAN CHASE BANK, N.A.**

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA NY-0.31177426-46115834

846707

2011 Dec 30 AM11:13

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)  
20040517539988 Filedate: 17-MAY-04

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

13. Use this space for additional information

Other Information:  
ASSIGNOR  
JPMorgan Chase Bank, N.A.  
1111 Fannin, TX2-F126  
Houston TX 77002 USA  
None

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY



823122

2013 Dec 16 AM06:06

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Gisella Melendez 800-331-3282
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071, USA
efiling@wolterskluwer.com
(Fax)818-662-4141

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1a. INITIAL FINANCING STATEMENT FILE # 200405175399988 Filedate: 17-MAY-04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any [ ] NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

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9a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A.

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA NY-0-41019990-48035953

701073

2014 Jan 06 AM06:51

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Gisella Melendez 800-331-3282
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071, USA
efiling@wolterskluwer.com
(Fax)818-662-4141

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME JPMorgan Chase Bank, N.A.

Table with 4 columns: 6b. INDIVIDUAL'S LAST NAME, FIRST NAME, MIDDLE NAME, SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME JPMorgan Chase Bank, N.A.

Table with 4 columns: 7b. INDIVIDUAL'S LAST NAME, FIRST NAME, MIDDLE NAME, SUFFIX

Table with 3 columns: 7c. MAILING ADDRESS IL1-1145, P.O. Box 6026; CITY Chicago; STATE IL, POSTAL CODE 60680-6026, COUNTRY USA

Table with 5 columns: 7d. SEE INSTRUCTIONS; ADDL INFO RE ORGANIZATION DEBTOR; 7e. TYPE OF ORGANIZATION; 7f. JURISDICTION OF ORGANIZATION; 7g. ORGANIZATIONAL ID #, if any None

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

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9a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A.

Table with 4 columns: 9b. INDIVIDUAL'S LAST NAME, FIRST NAME, MIDDLE NAME, SUFFIX

10. OPTIONAL FILER REFERENCE DATA NY-0-41261195-48998123

848559

2018 Nov 30 AM06:05

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
Lien Solutions 800-331-3282

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Lien Solutions  
P.O. Box 29071  
Glendale, CA 91209-9071, USA  
uccfilingreturn@wolterskluwer.com  
(Fax)818-662-4141

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Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A.

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA NY-0-67562535-56212627- DEBTOR: CASTELLA IMPORTS, INC.

898078

2004 Sep 10 AM10:00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC Direct Services  
2727 Allen Parkway  
Houston, TX 77019, USA  
nyack@uccdirect.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Castella Imports, Inc.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS 228 Smith Street CITY Farmingdale STATE NY POSTAL CODE 11735 COUNTRY USA

1d. SEE INSTRUCTIONS 11-3115867 ADDL INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION Corporation 1f. JURISDICTION OF ORGANIZATION NY 1g. ORGANIZATIONAL ID #, if any None  NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME The Bank of New York

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS 90 Crystal Run Road 2nd Floor CITY Middletown STATE NY POSTAL CODE 10941 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:  
See Collateral Attachment

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. THIS FINANCING STATEMENT IS TO BE FILED (OR RECORDED) IN THE REAL ESTATE RECORDS OF THE STATE OF NEW YORK (OR RECORDING IN THE REAL ESTATE RECORDS OF ANOTHER STATE) 7. CHECK TO REQUEST DEBTOR REPORT (U) OR LIENOR(S) (M) (OPTIONAL FEE)

8. OPTIONAL FILER REFERENCE DATA NY-6-1138944-84220

All Debtors Debtor 1 Debtor 2

SCHEDULE A TO SECURITY AGREEMENT EXECUTED BY Castella Imports, Inc. Property specifically included as "Collateral" for purposes of the within Security Agreement. All of the Debtor's right, title and interest in and to all equipment (as defined in the Uniform Commercial Code), including, without limitation, all machinery, apparatuses, furniture, furnishings, appliances, fixtures, vehicles, parts, accessories and all other similar goods used in or in connection with the operation of the Debtor's business of every type and description, in each case whether now or hereafter existing or now owned or hereafter acquired and wherever located; and all accessions and additions thereto, substitutions and replacements therefor, and the products and Proceeds thereof. As used herein the term Proceeds as defined in the Uniform Commercial Code and, to the extent not otherwise included, shall include, but not be limited to, (i) any and all proceeds of any insurance, causes and rights of action or settlements thereof, accrued amounts or property, judicial and arbitration judgments and awards, payable to the Debtor from or in respect of any person from time to time; (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with the ownership of the collateral, including, without limitation, all dividends, interest and other amounts collected on or distributed on account of the collateral or in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing collateral by any governmental authority; (iii) all claims of the Debtor for losses or damages arising out of or relating to or for any breach of any agreements, covenants, representations or warranties or any default whether or not with respect to or under any of the foregoing collateral (without limiting any direct or independent rights of the Bank with respect to the collateral); and (iv) any and all other amounts from time to time paid or payable under or in connection with the foregoing collateral.

724492

2005 Mar 22 AM10:33

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC Direct Services  
2727 Allen Parkway  
Houston, TX 77019, USA  
nyack@uccdirect.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE# 200409105759645 Filed date: 10-SEP-04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

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4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME **Castella Imports, Inc.**

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME **Castella Imports, Inc.**

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS **60 David Drive**

CITY **Huappauge**

STATE **NY** POSTAL CODE **11788** COUNTRY **USA**

7d. SEE INSTRUCTIONS <b>11-3115867</b>	ADD'L INFO RE ORGANIZATION <b>DEBTOR</b>	7e. TYPE OF ORGANIZATION <b>Corporation</b>	7f. JURISDICTION OF ORGANIZATION <b>NY</b>	7g. ORGANIZATIONAL ID #, if any <b>None</b>
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NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment), if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME **THE BANK OF NEW YORK**

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA NY-0-13803085-84220/

723205

2007 Mar 01 AM07:59

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC Direct Services  
2727 Allen Parkway  
Houston, TX 77019, USA  
nyack@uccdirect.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE# 200409105759645 Filed date: 10-SEP-04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME JPMorgan Chase Bank, N.A.

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS 1111 Fannin, TX2-F126

CITY Houston	STATE TX	POSTAL CODE 77002	COUNTRY USA
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment), if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA NY-0-23948691-84220/2391240/42 01-5408040010 42-NYS 2391240/ CASTELLA IMPORTS, INC.

723205

2007 Mar 01 AM07:59

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

---

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC Direct Services  
 2727 Allen Parkway  
 Houston, TX 77019, USA  
 nyack@uccdirect.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE# 200409105759645 Filedate: 10-SEP-04

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6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME JPMorgan Chase Bank, N.A.

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS 1111 Fannin, TX2-F126

CITY Houston

STATE TX POSTAL CODE 77002 COUNTRY USA

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

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9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA NY-0-23948691-84220/2391240/42 01-5408040010 42-NYS 2391240/ CASTELLA IMPORTS, INC.



723205

2007 Mar 01 AM07:59

### UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

---

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC Direct Services  
2727 Allen Parkway  
Houston, TX 77019, USA  
nyack@uccdirect.com

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1a. INITIAL FINANCING STATEMENT FILE# 200409105759645 Filedate: 10-SEP-04

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6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME JPMorgan Chase Bank, N.A.

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS 1111 Fannin, TX2-F126

CITY Houston

STATE TX POSTAL CODE 77002 COUNTRY USA

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

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9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA NY-0-23948691-84220/2391240/42 01-5408040010 42-NYS 2391240/ CASTELLA IMPORTS, INC.

731939

2009 Apr 08 AM05:52

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
**CT Lien Solutions**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**CT Lien Solutions  
P.O. Box 29071  
Glendale, CA 91209-9071, USA  
nyack@uccdirect.com**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE# 200409105759645 Filledate: 10-SEP-04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

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6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

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9a. ORGANIZATION'S NAME THE BANK OF NEW YORK

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA NY-0-18162815-33214351-0000720983 CASTELLA IMPORTS,INC 006709679000 ABL/01015 J. HARIACZYI

747697

2009 May 22 AM06:05

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
**CT Lien Solutions**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**CT Lien Solutions  
P.O. Box 29071  
Glendale, CA 91209-9071, USA  
nyack@uccdirect.com**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE# **200409105759645** Filed date: **10-SEP-04**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

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6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME **The Bank of New York**

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME **JPMorgan Chase Bank, N.A.**

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS **P.O.Box 2558, 1111 Fannin TX2-F135**

CITY <b>Houston</b>	STATE <b>TX</b>	POSTAL CODE <b>77252-2558</b>	COUNTRY <b>USA</b>
---------------------	-----------------	-------------------------------	--------------------

7d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <b>None</b> <input type="checkbox"/> NONE
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Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

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9a. ORGANIZATION'S NAME **THE BANK OF NEW YORK**

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA **NY-0-18768982-33240531-0000720983 CASTELLA IMPORTS,INC 006709679000 ABL/01015 J. HARIACZYI**

846725

2011 Dec 30 AM11:14

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
 Gisella Melendez 800-331-3282

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions  
 P.O. Box 29071  
 Glendale, CA 91209-9071, USA  
 efling@wolterskluwer.com  
 (Fax)818-562-4141

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE# 200409105759645 Filledate: 10-SEP-04

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5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME JPMorgan Chase Bank, N.A.

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS P.O. Box 33035

CITY Louisville	STATE KY	POSTAL CODE 40232-3035	COUNTRY USA
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7d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any None <input type="checkbox"/> NONE
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.  
 Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA NY-0.31177427-46115851

846725

2011 Dec 30 AM11:14

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)  
200409105759645 Filedate: 10-SEP-04

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

13. Use this space for additional information

Other Information:  
ASSIGNOR  
JPMorgan Chase Bank, N.A.  
1111 Fannin, TX2-F126  
Houston TX 77002 USA  
None

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

728920

2014 Mar 24 AM06:04

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Gisella Melendez 800-331-3282

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions  
P.O. Box 29071  
Glendale, CA 91209-9071, USA  
efiling@wolterskluwer.com  
(Fax)818-662-4141

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 200409105759645 Filedate: 10-SEP-04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

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6a. ORGANIZATION'S NAME

OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
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9a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A.

OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA NY-0-42559322-48355444

732232

2014 Mar 31 PM11:09

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Gisella Melendez 800-331-3282
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071, USA
efiling@wolterskluwer.com
(Fax)818-662-4141

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 200409105759645 Filedate: 10-SEP-04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME JPMorgan Chase Bank, N.A.

Table with 4 columns: 6b. INDIVIDUAL'S LAST NAME, FIRST NAME, MIDDLE NAME, SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME JPMorgan Chase Bank, N.A.

Table with 4 columns: 7b. INDIVIDUAL'S LAST NAME, FIRST NAME, MIDDLE NAME, SUFFIX

Table with 3 columns: 7c. MAILING ADDRESS IL1-1145, P.O. Box 6026; CITY Chicago; STATE IL, POSTAL CODE 60680-6026, COUNTRY USA

Table with 4 columns: 7d. SEE INSTRUCTIONS; ADDL INFO RE ORGANIZATION DEBTOR; 7e. TYPE OF ORGANIZATION; 7f. JURISDICTION OF ORGANIZATION; 7g. ORGANIZATIONAL ID #, if any None

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

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9a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A.

Table with 4 columns: 9b. INDIVIDUAL'S LAST NAME, FIRST NAME, MIDDLE NAME, SUFFIX

10. OPTIONAL FILER REFERENCE DATA NY-0-42671940-48387328

738912

2019 Mar 28 AM08:44

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
Lien Solutions 800-331-3282

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Lien Solutions  
P.O. Box 29071  
Glendale, CA 91209-9071, USA  
uccfilingreturn@wolterskluwer.com  
(Fax)818-662-4141

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1a. INITIAL FINANCING STATEMENT FILE # 200409105759645 Filedate: 10-SEP-04

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

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9a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA NY-0-69139617-56791486- DEBTOR: CASTELLA IMPORTS, INC.



405869

2008 Feb 14 PM02:43

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY.

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME **Castella Imports, Inc.**

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS **60 Davids Drive** CITY **Hauppauge** STATE **NY** POSTAL CODE **11788** COUNTRY **USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **corporation** 1f. JURISDICTION OF ORGANIZATION **New York State** 1g. ORGANIZATIONAL ID #, if any **NONE**  NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME **JPMorgan Chase Bank, N.A.**

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS **Attn: ABL Regional Portfolio Manager, 530 Fifth Avenue - Floor 8** CITY **New York** STATE **NY** POSTAL CODE **10036-5101** COUNTRY **USA**

4. This FINANCING STATEMENT covers the following collateral:

All personal property of Debtor whether now or hereafter existing or now owned or hereafter acquired.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] [or recorded] in the REAL ESTATE RECORDS. Attach Addendum [if applicable]. 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]. [ADDITIONAL FEE] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA FILE WITH NEW YORK SECRETARY OF STATE

422294

2008 Jun 05 PM12:08

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Meg Garrity 585.797.1971

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE# 200802148060966 Filledate: 14.FEB.08

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

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6a. ORGANIZATION'S NAME JPMorgan Chase Bank, N.A.

OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7a. ORGANIZATION'S NAME JPMorgan Chase Bank, N.A.

OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------	------------	-------------	--------

7c. MAILING ADDRESS Attn: ABL Regional Portfolio Manager, 270 Park Avenue - Floor 44	CITY New York	STATE NY	POSTAL CODE 10017-2014	COUNTRY USA
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

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OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA FILE WITH NEW YORK SECRETARY OF STATE

798523

2012 Aug 31 AM06:05

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Gisella Melendez 800-331-3282

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions  
P.O. Box 29071  
Glendale, CA 91209-9071, USA  
efiling@wolterskluwer.com  
(Fax)818-662-4141

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1a. INITIAL FINANCING STATEMENT FILE # 200802148060966 Filedate: 14-FEB-08

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6a. ORGANIZATION'S NAME

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7a. ORGANIZATION'S NAME

OR

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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA NY-0-34605833-46773160

820274

2012 Oct 26 AM06:07

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
 Gisella Melendez 800-331-3282

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions  
 P.O. Box 29071  
 Glendale, CA 91209-9071, USA  
 efilng@wolterskluwer.com  
 (Fax)818-662-4141

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7c. MAILING ADDRESS 10 S. Dearborn	CITY Chicago	STATE IL	POSTAL CODE 60670	COUNTRY USA
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7d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any None
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OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA NY-0-35378717-46902955

806235

2017 Sep 05 AM06:05

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Gisella Melendez 800-331-3282

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions  
P.O. Box 29071  
Glendale, CA 91209-9071, USA  
efiling@wolterskluwer.com  
(Fax)818-662-4141

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6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A.

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA NY-0-60464895-53883721

**FORCHELLI DEEGAN TERRANA LLP**

Attorneys for Castella Imports, Inc.  
333 Earle Ovington Blvd., Suite 1010  
Uniondale, New York 11553  
(516) 248-1700  
Gerard R. Luckman  
Jay S. Hellman

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

-----X

In re:

Chapter 7

CASTELLA IMPORTS, INC.,

Case No. 20-71868 (AST)

Debtor.

-----X

**DECLARATION OF JAY S. HELLMAN, ESQ., PURSUANT TO  
RULE 7065 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE**

**JAY S. HELLMAN, ESQ.**, an attorney duly admitted to practice law before the United States Bankruptcy Court for the Eastern District of New York, hereby declares, pursuant to 28 U.S.C. §1746, the following:

1. I am a partner at Forchelli Deegan Terrana LLP, attorneys for Castella Imports, Inc. (the “Alleged Debtor”).

2. I submit this declaration pursuant to Fed. R. Bankr. P. 7065, requesting that the Court grant the Alleged Debtor’s motion for a temporary restraining order, pending the Alleged Debtor’s motion to dismiss the involuntary petition.

3. On April 16, 2020, I sent an electronic mail message to each of the Petitioning Creditors<sup>1</sup> to advise them that the Alleged Debtor would be seeing the instant relief.

A true and accurate copy of the electronic mail message is annexed hereto as **Exhibit C**.

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<sup>1</sup> Capitalized terms not defined herein have the same meaning ascribed to them in the accompanying Declaration of Chris Valsamos.



# EXHIBIT “C”



**From:** Jay S. Hellman

**Sent:** Thursday, April 16, 2020 9:30 AM

**To:** 'george@gerentesbros.com' <george@gerentesbros.com>; 'narvanitis@vista-maritime.com' <narvanitis@vista-maritime.com>; 'za-to@otenet.gr' <za-to@otenet.gr>

**Cc:** Gerard R. Luckman <gluckman@ForchelliLaw.com>

**Subject:** In re Castella Imports, Inc.; Case No. 20-71868 (AST)

Dear Sir/Madam:

This firm is counsel to Castella Imports, Inc. in the above-referenced matter.

Please be advised that we will be presenting the attached, proposed Order to Show Cause to the Court for signature today.

We will provide you with a conformed copy, once received from the Court.

Regards,

JAY S. HELLMAN  
PARTNER



FORCHELLI  
DEEGAN  
TERRANA

A LIMITED LIABILITY PARTNERSHIP  
333 EARLE OVINGTON BLVD., SUITE 1010  
UNIONDALE, NEW YORK 11553  
PHONE: 516-248-1700  
FAX: 516-248-1729  
E-MAIL: [JHELLMAN@FORCHELLILAW.COM](mailto:JHELLMAN@FORCHELLILAW.COM)  
[WWW.FORCHELLILAW.COM](http://WWW.FORCHELLILAW.COM)

The contents of this communication are confidential and/or legally privileged. If you are not the intended recipient of this communication, please notify the sender as soon as possible. Thank you.