

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division

In Re: :
ALSTRAW ENTERPRISES, Inc. : CASE NO 18-11430-BFK
Debtor : Chapter 11
:

MOTION TO SELL ASSETS OF THE DEBTOR

COMES NOW the debtor, Alstraw Enterprises, Inc., by counsel, and pursuant to 11 U.S.C. 363(b) moves this Court for the entry of an Order authorizing the sale of certain assets of the debtor, and in support thereof it states as follows:

1. When this case was filed, the debtor corporation operated four coin laundries at separate locations, including Dulles Park, Herndon, Dumfries and Manassas. Each of these businesses occupied leased space and had different names under which they did business. The Dumfries location is known as "The Plaza Coin Laundry", Herndon is known as the "The Herndon Coin Laundry", and the Manassas location was known as "Don's Wash".

2. Stephen Karbelk of Auction Markets, LLC was appointed as a sales agent for the debtor by an order of this Court entered on July 12, 2018.

3. Scott W. Miller of Analytic Financial Group, LLC was appointed as a financial advisor for the debtor retroactively to June 15, 2018, by an order of this Court entered on July 17, 2018.

4. After a commercially reasonable advertising campaign by Auction Markets, LLC, which included the preparation of financial information by the Analytic Financial Group for the purpose of providing prospective buyers with reliable financial data related to each specific location, the debtor received offers for "The Plaza Coin Laundry" from at least two parties.

5. On September 11, 2018, the Court approved the sale of The Plaza Coin Laundry to the highest bidder for \$67,000.00 (Docket Item No. 96), and at the same time the Court authorized the sale to a back-up bidder for \$60,000.00. An order was entered on September 17, 2018 (Docket Item No. 99) authorizing the sale and setting deadlines for the successful bidders to negotiate a new lease with the landlord and close on the sale. The deadlines in that order have passed without either bidder closing.

6. On September 21, 2018, the debtor received a third offer to purchase The Plaza Coin Laundry from Dr. Amar Mukhtar, Awad Abdalla, and Nutaila Osman for \$76,000.00. A copy of the Asset Purchase Agreement is attached as an exhibit. In addition, these bidders have already accepted the same lease offered by the landlord which was rejected by the prior two bidders.

7. The Asset Purchase Agreement contemplates the assignment of all leasehold rights, and sale of all of the debtor's assets, tangible and intangible, at the Dumfries, location, The Plaza Coin Laundry, including, but not limited to, washing machines, dryers, coin machines, vending machines, fixtures and the like, in addition to the debtor's good will and business name associated with it.

8. The debtor's principal, Arjen Weiss, and not the debtor Alstraw, is the tenant on the lease for the Dumfries location. Mr. Weiss will cooperate and do all that may be necessary to transfer his lease rights to the buyer. However, The Asset Purchase Agreement is subject to the landlord accepting the buyers as a tenant.

9. Under the terms of Mr. Karbelk's employment, he is entitled to a 10% commission paid at settlement on all assets sold through his efforts, and the recovery of marketing expenses of up to \$3,000.00 for each sale. The commission on this sale would be split between Stephen Karbelk/Auction Markets, LLC, the estate's agent, and Horizon Business Brokers, LLC, the buyer's agent. At the same time, it is anticipated that not more than \$3,000.00 in expenses for professional photographs, DropBox Due Diligence Room, and Constant Contact email marketing will be payable on this sale to Auction Markets, LLC at the time of closing.

11. There are no liens against the debtor, nor any encumbrances on the assets to be sold under the Asset Purchase Agreement.

12. The debtor cannot operate the Dumfries location profitably, and its sale would reduce its operating loss and provide it funds which will enable it to file a Plan of Reorganization.

13. The debtor submits that, at the time this motion is filed, the Asset Purchase Agreement signed by Dr. Amar Mukhtar, Awad Abdalla, Nutaila Osman represents the best price obtainable

for these assets, and the best result for the estate and the creditors at this time.

WHEREFORE the debtor prays that this Court enter an order approving the sale of all assets of the debtor associated with the Dumfries Location (Plaza Coin Laundry) benefits the estate best, and that the 10% commission to due Auction Markets, LLC and the brokers, and Auction Market LLC's expenses up to \$3,000.00 be paid at settlement, and for such other relief as may be needed.

Alstraw Enterprises, Inc
By counsel

/s/ Richard G. Hall
Richard G. Hall, Esquire
Counsel for the debtor
7369 McWhorter Place, Suite 412
Annandale, Virginia, 22003
(703) 256-7159, VA Bar No 18076

CERTIFICATE OF SERVICE

I hereby certify that on October 2, 2018, a true copy of this Motion was mailed to The Richmond Corporation at 1093 Seven Locks Road, Rockville, MD 20854, and to all parties on the attached service list and the other parties as set forth below, and also served on the United States Trustee via ECF.

/s/ Richard G. Hall

County of Fairfax
Department of Tax Administration
PO Box 10202
Fairfax, VA 22035-0200

Princeton Virginia, LLC
c/o Seneca Properties, Inc
4929 Bethesda Ave,
Suite 2-00
Bethesda, MD 20814

JBG Smith
445 Willard Avenue, Suite 400
Chevy Chase, MD 20815

Washington Gas
Customer Care Center
6801 Industrial Road
Springfield VA 22151-4294

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “**Agreement**”) is made as of this 21th day of September, 2018, by and among Alstraw Enterprises, Inc. (the “**Seller**”) for the Bankruptcy Estate of Alstraw Enterprises, Inc., Case No. 18-11430-BFK (the “**Debtor**”) and Dr. Amar Mukhtar, Awad Abdalla, Nutaila Osman and a corporation to be formed (“**Buyer**”).

BACKGROUND

A. On April 23, 2018, Debtor filed a joint voluntary petition for relief under Chapter 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Eastern District of Virginia (the “**Bankruptcy Court**”) as Case Number 18-11430-BFK.

B. Among the assets of the bankruptcy estate are leasehold improvements, real estate leases and all of the personal property assets in coin operated laundry locations in Dumfries, VA, Herndon, VA and Manassas, VA (the “**Property**”). The Property further defined as the washing machines, dryers, change machine(s), arcade game(s), tables, chairs, phones and any other personal property of the Seller located in each individual location, and further identified in Exhibit A of this Agreement.

C. Approval of the Bankruptcy Court is required as a condition of the Seller’s sale of the Property and, subject to the approval of the Bankruptcy Court, the Seller is prepared to sell, transfer, and convey all of his right, title, and interest in and to such Property to Buyer, and Buyer is prepared to purchase and accept such Property from Seller for the Purchase Price and upon the other terms and conditions hereinafter set forth. The Purchase Price for each individual location is on Exhibit A. **The offer for each location is an independent offer and not contingent on the Buyer buying any other location.**

D. Within 5 days of ratification of this Agreement, the attorney for the Debtor shall prepare and file a Sale Motion seeking approval of this Agreement. The hearing for the Court to consider approval of this Agreement shall be within 30 days of the filing of the Sale Motion, or the Court’s next available motions hearing date (the “**Sale Hearing**”).

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements herein contained, and intending to be legally bound hereby, the parties hereto represent, warrant, covenant, and agree, as follows:

TERMS AND CONDITIONS

1. **Sale and Purchase.** The Seller hereby agrees to sell, transfer, assign, and convey all of his right, title, and interest in and to the Property to Buyer, including all rights, claims and benefits appertaining to the Property, all files, documents, writings and other material with respect to the Property and any distributions to, or other recoveries by the Seller on account of the Property accruing between the date of this Agreement as stated above and Closing, and Buyer hereby agrees to purchase, subject to the conditions stated in Section 4 herein, and accept the sale, transfer and conveyance from the Seller, for the Purchase Price and on and subject to the terms and conditions set forth in this Agreement.

2. Purchase Price. Buyer shall pay the Purchase Price of Seventy Six Thousand Dollars_ (\$76,000) in cash, subject to the terms and conditions hereinafter set forth, and subject to each individual offer price defined in Exhibit A, as follows:

2.1. Deposit. Buyer shall deliver to the Seller within three (3) business days of execution of this Agreement between the Buyer and Seller a deposit of ten percent (10%) of the Purchase Price (the "**Deposit**"). The Deposit shall be held by the R.L. Title & Escrow, Vienna, Virginia in their trust account (the "**Escrow Agent**"). Except as otherwise expressly set forth in this Agreement, the Deposit shall, upon its delivery to the Seller by Buyer, be deemed fully earned by the Seller and non-refundable to Buyer subject only to (a) the Seller's termination of this Agreement for reasons other than a default by Buyer, (b) the Bankruptcy Court entering an order authorizing the Seller to consummate the transactions contemplated by this Agreement with a third party other than Buyer, so long as Buyer is not in default of this Agreement, or (c) Buyer terminating this Agreement in accordance with Sections 5 or 7.2.

2.2. Payment at Closing. At the consummation of the transaction contemplated hereby (the "**Closing**"), Buyer shall deliver to the Escrow Agent a certified check or wire in an amount equal to the Purchase Price less the Deposit, and the Deposit shall be applied by the Seller on account of the Purchase Price. No adjustments are necessary for the apportionment of any taxes, rent, utility charges, expenses, insurance premiums, and the like, none being known to the parties to this Agreement.

3. Representations and Warranties.

3.1. The Seller's Representations and Warranties. The Seller warrants and represents to Buyer that, subject to the approval of the Bankruptcy Court at the Sale Hearing ("Sale Hearing"), the Seller has the capacity, and all requisite actions have been taken and approvals obtained by the Seller, to fully authorize and empower the Seller to execute this Agreement and consummate the transactions contemplated hereby.

3.2. Purchase "As Is, Where Is."

(a) Buyer acknowledges and agrees that Buyer is familiar with the Property and has examined, or had the opportunity to examine, all matters concerning the Property which Buyer deems material to the transaction contemplated by this Agreement.

(b) Buyer acknowledges and agrees that Buyer is acquiring the Property, in its "AS IS, WHERE IS" condition as of the Closing Date (including, without limitation, subject to all latent and patent defects), WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. Other than as expressly set forth herein, neither the Seller, nor any of his agents, representatives, or attorneys have made any representations or warranties, direct or indirect, oral or written, express or implied, to Buyer or any agents, representatives, attorneys, or employees of Buyer with respect to the Property, its condition, its respective fitness for any particular purpose, or its respective compliance with any laws, and Buyer is not aware of and does not rely upon any such representation either to itself or any other party. Any information, documents, or materials which have been or hereafter are made

available to Buyer are made available solely as an accommodation to Buyer in the conduct of its due diligence, and the Seller makes no representation or warranty as to the accuracy or completeness thereof.

The Buyer understands and accepts that some of the equipment may not be in working order as of the date of this Agreement and may not be in working order as of the date of Closing. The Seller is not responsible for repairing any equipment prior to Closing. The Seller will continue to operate each business location as he has customarily operated the business until Closing.

(c) To the fullest extent permitted by law, Buyer hereby fully and forever releases and discharges the Seller, and his representatives and attorneys, of and from any and all past, present, and future claims, damages, losses, warranties (express or implied), debts, liabilities, obligations, costs, expenses, demands, and causes of action of any kind or nature, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, fixed or contingent, matured or unmatured that Buyer has or may have or may claim to have in any way arising out of, relating to, or connected with (a) any latent or patent defect in the Property; or (b) any other matters set forth herein, except to the extent that the same would constitute a breach of any express covenant, representation, or warranty set forth in this Agreement.

3.3. Title. The Seller warrants and represents that, subject to the further terms of this Agreement and the Sale Order, all of the Seller's right, title and interest in the Property shall be conveyed by Seller and shall fully vest in Buyer at Closing.

3.4. Representations of Buyer. Buyer represents and warrants that:

3.4.1. Authority. This Agreement has been properly executed by Buyer and is binding upon Buyer in accordance with its terms.

3.4.2. No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree, or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of the Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument, or judgment to which Buyer is a party or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed, or released at Closing. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms.

3.4.3. Financial Ability. Buyer has the financial resources to consummate the transaction contemplated hereby, is solvent, and has not made a general assignment for the benefit of its creditors or been adjudicated a bankrupt or insolvent, nor has a receiver, liquidator, or Seller of Buyer or any of Buyer's assets been appointed or a petition filed by or against Buyer for bankruptcy, reorganization, or arrangement pursuant to the federal Bankruptcy Code or any similar federal or state statute, or any proceeding instituted for the dissolution or liquidation of

Buyer.

3.4.4. Disinterestedness. Buyer hereby certifies they are not a shareholder of the Debtor.

4. Closing Conditions.

4.1. Sale Order. The obligation of the Seller and Buyer to consummate the transactions described herein shall be contingent upon the Bankruptcy Court's order, in form and substance acceptable to Seller and Buyer becoming final and non-appealable, authorizing the Seller to sell the Property to Buyer in accordance with the terms, provisions, and conditions of this Agreement (the "**Sale Order**").

4.1.1. The Sale Order shall provide that the sale is free and clear of all liens, claims and adverse interests against the Property including, without limitation, those identified on Exhibit B.

4.1.2. The Sale Order shall include a provision that Buyer is a good faith purchaser entitled to all the benefits and protections of 11 U.S.C. § 363(m).

4.2. Franchisor Consent. Not applicable.

4.3. Landlord Consent. The obligation of the Seller and Buyer to consummate the transaction described herein shall be contingent upon either (a) Buyer obtaining the written consent from the Landlord for the assumption of the Lease and use by the Buyer of the Property or (b) by the Seller obtaining Bankruptcy Court approval for the assumption and assignment of the Lease provided for in 11 U.S.C. § 365. If the Buyer elects to not assume the real estate Lease for any location(s), then the Buyer shall declare in writing to the Seller and the Landlord(s) for each respective location prior to the Sale Hearing. This agreement is contingent upon the buyers agreement to assume the real estate Lease or obtaining a new lease at terms and conditions acceptable to the buyer.

4.4. Intentionally Deleted

4.4. Equipment Only Purchase – POST CLOSING RIGHTS OF THE BUYER. If Buyer fails to obtain written consent from the Landlord or the Court does not approve the assumption and assignment of a Lease, the Buyer, at their option, shall have the right to remove the Equipment from that location within five (5) days of Closing and the Buyer shall not be responsible for any rent due to the Landlord through the five (5) day period. Any rent due beyond the five (5) day period shall not be the responsibility of the Seller. The Seller or his Sales Agent shall not have any liability or responsibility post-Closing for managing the removal of the Property. The Landlord(s) shall give the Buyer access to the Property during normal business hours.

5. Failure of Conditions. In the event any of the conditions precedent to the parties' obligations to consummate the transaction contemplated herein, other than the issuance of the Sale Order (provided, however, the Buyer may waive the closing conditions set forth in subsections 4.1.1. and 4.1.2.), have not been satisfied at or before the time of Closing hereunder, or

the time of required performance, then each party shall have the option, exercisable by written notice to the other at or prior to Closing, of (1) waiving any unsatisfied condition precedent which benefits such party, other than the issuance of the Sale Order (provided, however, the Buyer may waive the closing conditions set forth in sub-sections 4.1.1. and 4.1.2.), and proceeding to Closing, with no deduction from or adjustment of the Purchase Price, or (2) declining to proceed to Closing. In the latter event, except as expressly set forth herein, all obligations, liabilities, and rights of the parties under this Agreement shall terminate, and the Deposit shall be returned to Buyer so long as Buyer is not in default of this Agreement. The terms of this Section 5 are not intended to supersede the terms of Section 7.

6. Closing; Deliveries.

6.1.A Time of Closing. If the US Bankruptcy Court waives the 10-Day post-Order appeal period, then the Buyer must close within seven (7) days of entry of an Order by the Bankruptcy Court.

Unless otherwise agreed to by the Seller and Buyer in writing, Closing shall take place at 10:00 a.m. on the fifteenth (15th) day following the entry of the Sale Order or as otherwise agreed upon in writing by the parties (the "Closing Date"); provided, however, that Closing shall occur only so long as the Sale Order and the effectiveness thereof have not been stayed, in whole or in part, by any subsequent order of the Bankruptcy Court, or any other court of competent jurisdiction. Closing shall take place at the offices of the R.L. Title & Escrow, Vienna, Virginia, unless otherwise agreed to in writing by both the Seller and Buyer. Buyer shall be in default in the event of its failure to close when obligated to do so and such failure continues for three (3) business days, in which event, the Seller shall, at his option, be entitled to direct the termination of this Agreement, effective immediately upon Buyer's receipt of notice from the Seller, and the Seller shall be entitled to all of the remedies allowed by this Agreement as a result of such default, including without limitation retention of the Deposit.

6.1.B Perpetuities. In all events, except to the extent otherwise agreed to in writing by Buyer and Seller, the Closing shall take place no later than October 1, 2018, failing which, this Agreement shall be automatically terminated and the Deposit shall be retained by the Seller.

6.2. Seller Deliveries. At Closing, Seller shall deliver to Buyer the following, and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same to Buyer:

6.2.1. A bill of sale for the Property, in a form and substance reasonably acceptable to Seller and Buyer, duly executed by the Seller.

6.2.2. Any distributions to, or other recoveries by the Seller, on account of the Property, that accrued between the date of this Agreement and Closing, unless such distributions or recoveries were received by the Seller after the date that is seven (7) days prior to Closing, in which case they shall be delivered to the Buyer within seven (7) days of receipt by the Seller.

6.2.3. All other instruments and documents reasonably requested to effectuate this Agreement and the transactions contemplated hereby, including, but not limited to, a copy of the Sale Order.

6.2.4. The Seller shall be responsible for paying any past due amounts under each Lease at Closing, including the rent and common area maintenance expenses (CAM). The current month's rent and applicable CAM charges shall be pro-rated between the Buyer and Seller at Closing.

6.3. Buyer Deliveries. At Closing, Buyer shall deliver to the Seller the following, and it shall be a condition to Seller's obligation to close that Buyer shall have delivered the same to Seller:

6.3.1. In accordance with Seller's instructions, the amount required under Section 2.2 hereof, made payable to the order or account of the Seller. The Buyer is responsible for paying the pro-rated rent and other charges under the Lease(s) for the current month starting the day of the Closing. The Buyer shall be responsible for having the utility accounts transferred into their name effective the Closing date.

6.3.2. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated hereby. If the Buyer desires to have a detailed inventory of the assets attached to a Bill of Sale, then prior to Closing, the Buyer shall be responsible for preparing such an inventory and to deliver that inventory list to the Seller, Seller's counsel, Escrow Agent and Sales Agent for their review and approval. Otherwise, the Bill of Sale will generally describe all of the assets located in the premises that are the property of the Seller.

6.3.3. Payment of \$1,500 per location to the Escrow Agent for processing the Closing. Any additional services requested of the Buyer, such as title insurance for the personal property assets, shall be charged separately.

7. Remedies.

7.1. Buyer Default. If all conditions precedent to Buyer's obligation to purchase the Property have been satisfied, and Buyer breaches any term or provision of this Agreement and such breach is not cured within one (1) business day of receipt by Buyer of notice from the Seller, including, but not limited to, any failure of the representations and/or warranties of Buyer hereunder to be true and correct both as of the date hereof and as of the Closing Date then the Seller shall, at his option, be entitled to direct the termination of this Agreement and the forfeiture of the Deposit as liquidated damages (and not as a penalty, the parties hereto expressly acknowledging that damages in respect of such breach may be difficult or impossible to accurately ascertain) as his sole remedy.

7.2. Seller Default. If all conditions precedent to the Seller's obligations to sell the Property have been satisfied, and (i) Seller breaches or fails to complete the sale of the Property when obligated to do so and such failure continues for one (1) business day, or (ii) following ten (10) days' written notice from Buyer, Seller fails to perform his other obligations

under this Agreement, Buyer may, as its only remedies therefore, terminate this Agreement and obtain a refund of the Deposit.

8. Confidentiality. All non-public information and materials provided to Buyer by the Seller, or any of the Seller's respective agents, representatives, or attorneys in connection with the Property (the "**Confidential Information**") shall be considered strictly confidential and shall promptly be returned to Seller upon request if the transaction contemplated by this Agreement is not consummated for any reason. Buyer shall not, without the Seller's prior written consent, disclose or permit the disclosure of any Confidential Information to any person or entity other than (a) Buyer's members, partners, officers, shareholders, directors, attorneys, accountants, consultants, and lenders who need such Confidential Information for the purpose of assisting Buyer in evaluating or effecting the transaction contemplated hereby and who have been informed of the confidential nature of the Confidential Information; or (b) if such disclosure is required by law or valid subpoena.

9. Notices. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

9.1. If to Seller:

Alstraw Enterprises, Inc., Seller
14300 Dowden Downs Drive
Haymarket, Virginia 20169

With a copy to Counsel to the Seller:

Richard Hall, Esq.,
7369 McWhorter Place, Suite 412
Annandale, Virginia 22003

9.2. If to Buyer:

Dr. Amar Mukhtar
2116 Cedar Street
Richmond, VA 23223

With a copy to:

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery with a receipt; or by overnight courier service. Any such notice or communication shall be effective when the return receipt is executed or when delivery is refused.

10. Brokers. The Seller has employed Auction Markets, LLC as his sales agent pursuant to the terms and conditions set forth in the employment application filed with the Bankruptcy Court, pending before the US Bankruptcy Court. The Purchaser has employed Horizon Business Brokers LLC as their sales agent. Payment of all commissions are subject to Bankruptcy Court approval and only payable at Closing.

11. Miscellaneous.

11.1. Assignability. Buyer may not assign or transfer its rights or obligations under this Agreement to any other individual, entity or other person without the written consent thereto by the Seller; provided, however, that Buyer may, at Closing, take title to the Property in the name of an entity owned and controlled by Buyer. No assignment of this Agreement, or any portion thereof, by Buyer, whether or not consented to by the Seller, shall serve to release Buyer from any provision of this Agreement; instead, Buyer shall remain fully liable hereunder.

11.2. Governing Law; Bind and Inure. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to conflicts of laws principles, and the applicable provisions of the Bankruptcy Code, and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns.

11.3. Recording and Filing. This Agreement or any notice or memorandum hereof shall not be recorded or filed in any public record, except in filings with the Bankruptcy Court.

11.4. Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

11.5. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or other electronic copy of this Agreement is effective as a signed agreement.

11.6. Entire Agreement; Amendments. This Agreement sets forth all of the promises, covenants, agreements, conditions, and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent, or discharge is sought.

11.7. Further Assurances. The parties agree to act in good faith, bona fide and to properly and fully execute in a timely manner, any and all documents necessary to carry out the term and intent of this Agreement. The parties shall also, at all times in the future, upon the request of the other, execute and deliver to the other all additional and further assurances of any nature which may be necessary to fully consummate and carry out the term and intent of this

Agreement. The Seller agrees to reasonably cooperate with Buyer to aid the efforts of the Buyer to monetize and otherwise realize the economic benefits arising from or otherwise related to the Property, including executing such documents and pleading as may be reasonably required to enable the Buyer to realize the rights and benefits in respect to the Property. However, nothing contained in this Section shall require either party to assume any liability or expense not expressly required by the terms of this Agreement. This Agreement shall be deemed to have been drafted by both parties and, in the event of a dispute, shall not be construed against either party as drafter.

11.8. Performance on Saturdays, Sundays and Holidays. Whenever the date fixed for the payment of funds, the giving of notice, or the performance of any other provision of this Agreement falls on a Saturday, Sunday, legal holiday, or any day on which banking institutions in the city of payment or performance are authorized by law to close, then such payment, notice or performance need not be made on such date, but shall be made on the next succeeding business day with the same force and effect as if made on the date fixed (and, as to payments, no additional interest shall accrue on such payment if payment is made on such next succeeding business day).

11.9. Jurisdiction; Venue; Waiver of Jury Trial. The Bankruptcy Court shall retain exclusive jurisdiction to hear and determine any matter arising from or relating to the sale of the Property and the enforcement of any rights and remedies of the Seller or Buyer hereunder. Buyer hereby consents to such jurisdiction. If the Bankruptcy Court has no jurisdiction then the parties hereby submit to the exclusive jurisdiction and venue of the United States District Court for the Eastern District of Virginia. If the United States District Court for the Eastern District of Virginia lacks jurisdiction, the parties hereby submit to the exclusive jurisdiction and venue of the Circuit Court for the City of Alexandria, Virginia. **THE PARTIES HEREBY WAIVE ALL RIGHTS TO A JURY TRIAL.** The parties hereto acknowledge that the terms and conditions of this Agreement and the Seller's obligations hereunder expressly are subject to approval by the Bankruptcy Court pursuant to the provisions of the Bankruptcy Code and the Bankruptcy Rules of Procedure. All disputes arising under or related to this Agreement shall be subject to the exclusive jurisdiction of the Bankruptcy Court, Eastern District of Virginia, Alexandria Division with the Honorable Judge Brian F. Kenney.

12. Special Clause: Agreement Subject to Higher and Better Offers. Buyer and Seller acknowledge and agree that, while the Seller is satisfied with the Purchase Price and the terms of this Agreement, this Agreement is subject to higher and better offers from qualified bidders only, as approved by the Seller, and approval of the Bankruptcy Court pursuant to such bidding and auction procedures and orders of the Bankruptcy Court as the Bankruptcy Court may direct.

IN WITNESS WHEREOF, the parties have executed and delivered this Asset Purchase Agreement as of the date first above written.

THIS AGREEMENT IS SUBJECT TO US BANKRUPTCY COURT APPROVAL.

Seller (Seal):

Arjen Weiss, in his capacity as
Manager, Alstraw Enterprises, Inc.

Buyer (Seal):

Signature: Amar Mukhtar
Amar Mukhtar (Sep 27, 2018)

Email: amskins@gmail.com

By: Amar Mukhtar

Name:

Buyer (Seal):

Signature: Awad Abdalla
Awad Abdalla (Sep 27, 2018)

Email: a.abdalla101@gmail.com

By: Awad Abdalla

Name:

Buyer (Seal):

Signature: Nutaila Osman
Nutaila Osman (Sep 28, 2018)

Email: isir57@yahoo.com

By: Nutaila Osman

Name:

Exhibit A

The Buyer desires to purchase the following location(s). Each offer is a separate, independent offer that is not contingent upon any other offer being accepted. For example, if the Bankruptcy Court rejects the Buyer's offer on Location #1 but accepts the offer on Location #2, then the Buyer agrees to close on Location #2.

Location #1 – Plaza Coin Laundry

Lease: The lease agreement made by and between Dumfries Shopping Center (Landlord) and Tenant (Plaza Coin Laundry) dated August 18, 2009.

Property: Leasehold improvements, real estate leases and all of the personal property assets in coin operated laundry

Purchase Price: \$76,000.00

Location #2 – Don's Wash

Lease: Deed of Lease Agreement by and between Princeton Virginia, LLC, Landlord and Arjen Weiss, Tenant, dated June 21, 2017.

Property: Leasehold improvements, real estate leases and all of the personal property assets in coin operated laundry

Purchase Price: \$ _____ N/A _____

Location #3 – Herndon Coin Laundry

Lease: No written lease is in place and no lease will be assigned to the Buyer at closing. It is the responsibility of the Buyer to obtain a lease agreement with the landlord prior to the Sale Hearing.

Property: Leasehold improvements, real estate leases and all of the personal property assets in coin operated laundry

Purchase Price: \$ _____ N/A _____

Exhibit B

Neither the Seller nor the Buyer have identified any liens against the Property.