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

)		
IN RE: ANITA LAL)	Case No. 17-12444-BFK	
)	Chapter 11	
Debtor)		
)		

**OMNIBUS AMENDED AND RESTATED
MOTION FOR ENTRY OF (I) A SALES PROCEDURES ORDER (A) APPROVING
BIDDING PROCEDURES; (B) SCHEDULING HEARING DATE AND BIDDING
DEADLINE; AND (C) APPROVING NOTICE; AND (II) AN ORDER APPROVING
SALE FREE AND CLEAR OF LIENS**

***PURSUANT TO FED. R. BANKR. P. 6006(F)(1), NOTICE IS HEREBY
GIVEN THAT ALL PARTIES RECEIVING THIS OMNIBUS MOTION
SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES
LISTED IN THE MOTION***

***PURSUANT TO FED. R. BANKR. P. 6006(F)(2), THE FOLLOWING ARE
THE NAMES OF THE PARTIES TO THE LEASES AND CONTRACTS
SOUGHT TO BE ASSIGNED***

<u><i>Name:</i></u>	<u><i>Lease/Contract:</i></u>
<i>234 Auto & Truck Salvage Yard, LLC</i>	<i>Lease with Mitchell I. Phelps, Inc., Anita Lal, and Adeela Ahmad</i>
<i>234 Auto & Truck Salvage Yard, LLC</i>	<i>Operating Agreement with Anita Lal and Adeela Ahmad</i>
<i>Ahmad, Adeela</i>	<i>Lease with Mitchell I. Phelps, Inc., Anita Lal, and Adeela Ahmad</i>
<i>Ahmad, Adeela</i>	<i>Operating Agreement with Anita Lal and Adeela Ahmad</i>
<i>Mitchell I. Phelps, Inc.</i>	<i>Lease with Mitchell I. Phelps, Inc., Anita Lal, and Adeela Ahmad</i>

PURSUANT TO FED. R. BANKR. P. 6006(F)(3) AND (4) , THE TERMS,

INCLUDING THE CURING OF ANY DEFAULTS, AND IDENTIFY OF EACH ASSIGNEE AND ADEQUATE ASSURANCE OF FUTURE PERFORMANCE BY EACH ASSIGNEE, FOR EACH REQUESTED ASSIGNMENT ARE SET FORTH IN THIS MOTION

Anita Lal (the “Debtor”) hereby moves the court for the following relief, in two parts.

The Debtor requests entry of an order, substantially in the form attached hereto as Exhibit 1 (the “Sale Procedures Order”), under 11 U.S.C. §§ 105 and 363 and Fed. R. Bankr. P. 2002, 6004 and 6006: (a) approving bidding procedures in connection with the proposed sale (the “Sale”) of her 50% interest in a lease (the “Lease”) for the commercial premises located at 14843 Dumfries Road, Manassas, Virginia (the “Demised Premises”)¹ and her 50% membership interest (the “Interest”) in 234 Auto & Truck Salvage Yard, LLC, a Virginia limited liability company (the “LLC”) (where Lease and the Interest are the “Proposed Assets”) to a valid third party or parties making a highest bid for the Proposed Assets as selected by the Debtor following the auction process described in this motion (the “Motion”); (b) scheduling a hearing date, a bidding deadline and an auction date in connection with the Sale; and (c) approving the manner of notice thereof; and following the auction process sought to be implemented through Part I, the Debtor requests that this court conduct a hearing (the “Sale Hearing”) to consider entry of an order, substantially in the form attached hereto as Exhibit 3, (the “Sale Order”), under 11 U.S.C. §§ 105, 363, 365, and 1146(c) and Fed. R. Bankr. P. 6004 and 6006: (a) approving of the sale of the Proposed Assets free and clear of all liens, claims, encumbrances, rights and interests and the assumption and assignment of the Lease and the Interest; and (b) granting such other relief as may be necessary or appropriate to consummate the sale.

In support thereof, the Debtor respectfully represents as follows:

INTRODUCTION

1. On July 17, 2017, (the “Petition Date”), the Debtor filed a voluntary petition for

¹ For illustrative purposes, the boundaries of the Demised Premises is depicted in the image attached to this pleading as Exhibit 2.

relief pursuant to Chapter 11 of the Bankruptcy Code.

2. The Debtor continues to operate her affairs as debtor in possession pursuant to 11 U.S.C. §§ 1107 and 1108. No Trustee or examiner has been appointed.

3. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1334.

4. This is a core proceeding under 28 U.S.C. §§ 157(b)(2)(a), (b), (e), (m), and (n).

5. The statutory predicates for the relief requested are 11 U.S.C. §§ 105, 363, 365, and 1146(c) and Fed. R. Bankr. P. 2002 and 6004.

BACKGROUND

6. On or around September 14, 2014, the Debtor and Adeela Ahmad (“Ahmad”) entered into the Lease [a copy of which is attached as Exhibit 4].

7. Around the time of the Lease, the Debtor and Ahmad formed the LLC.

8. The Debtor and Ahmad are the sole members of the LLC, where each of the Debtor and Ahmad hold a 50% membership interest in the LLC.

9. The records of the State Corporation Commission (the “SCC”) reflect that the LLC is active and in good standing. At some point, Ahmad filed papers with the SCC to reinstate the certificate of organization for the LLC. Ahmad did not have the authority to reinstate the certificate of organization for the LLC. The certificate of organization for the LLC is invalid.

10. The business of the LLC is to purchase used and inoperable motor vehicles, to sell them for parts, and after a vehicle’s value for parts has been depleted, to sell the remainder of such vehicle for scrap. When a vehicle is to be sold for scrap, it is “crushed” by the LLC as to maximize the number of vehicles that can be transported on a flat bed truck.

11. The LLC conducts its business as a sub-tenant of the Debtor and Ahmad under a parcel lease.

12. The Debtor desires to assume the Lease as its terms are below market and thus, valuable. The Debtor expects that there will be several offers for the assignment of the Lease and for the remaining Proposed Assets. The Debtor is now asking the Court to approve assumption of the Lease and the Interest, and then assign the Proposed Assets to the highest bidder at an auction held by the Court. The proceeds of the sale will be used to fund the Debtor's plan of reorganization.

13. Specifically excluded from the Proposed Assets shall be all claims of the Debtor against Ahmad and any person acting in concert with her arising from or relating to any breach of fiduciary duty by Ahmad and any conversion or misappropriation of the assets of the LLC by Ahmad and any person acting in concert with her.

14. Additionally excluded from the Proposed Assets shall be all proceeds from the sale of vehicle parts or "crushed" vehicles sold before entry of the Sale Order.

ARGUMENT AND AUTHORITY

15. A assets may be sold free and clear of liens, claims, encumbrances, rights and interests. Pursuant to 11 U.S.C. § 363(f), a Debtor may sell all or any part of a debtor's property free and clear of any and all liens, claims, encumbrances, rights or interests in such property if (1) such a sale is permitted under applicable non-bankruptcy law, (2) the party asserting such a lien, claim or interest consents to such sale, (3) the interest is a lien and the purchase price for the property is greater than the aggregate amount of all liens on the property, (4) the interest is the subject of a *bona fide* dispute or (5) the party asserting the lien, claim or interest could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest. 11 U.S.C. § 363(f); In re Elliot, 94 B.R. 343, 345 (E.D. Pa. 1988) (§ 363(f) written in disjunctive; court may approve sale "free and clear" provided at least one of the subsections is met).

16. With respect to the provisions of 11 U.S.C. § 363(f)(5), this Court should note that Ahmad has in fact requested a judicial dissolution of the LLC in a complaint she filed before

the Fairfax County Circuit Court.² Moreover, as set forth in the Adversary Complaint styled as Anita Lal v. Adeela Ahmad, et al.; U.S. Bankruptcy Court, E.D., Va. Docket No. 1;17-ap-10198, judicial dissolution has in fact been requested before this Court.

17. A sale free and clear of liens, claims, encumbrances, rights and interests is necessary to maximize the value of the Proposed Assets. A sale subject to liens, claims and interests likely would not occur or would result in a lower purchase price and be of substantially less benefit to the Debtor's estate.

18. A sale free and clear of liens, claims, rights, and interests is appropriate under the circumstances because any lien, claim or interest in the Proposed Assets that exists immediately prior to the closing of the Sale will attach to the Sale proceeds with the same validity, priority, force and effect as it had prior to such Sale. Thus, the Sale satisfies 11 U.S.C. § 363(f)(1).

19. In addition, a trustee or debtor may assume and assign executory contracts and unexpired leases in accord with 11 U.S.C. § 365. 11 U.S.C. § 365(b) requires that the Debtor cure or provide adequate assurance that the Debtor promptly will cure, any defaults that existed under the executory contract or executory contract sought to be assumed, other than those defaults relating to insolvency, bankruptcy, other financial conditions of the debtor or penalty rates imposed by debtor's failing to perform nonmonetary obligations under the executory contract or lease. With respect to those executory contracts and unexpired leases that any purchaser and the Debtor decide should be assumed by the Debtor and assigned to such purchaser, the Debtor shall either cure, cause the Purchaser to cure, or provide adequate assurance that the Debtor will promptly cure the pre-petition defaults, if any, under such contracts and leases in accord with 11 U.S.C. § 365(b). The Debtor also will provide the counter-parties to such contracts and leases with adequate assurance of future performance by the Purchaser under those contracts and leases in accord with 11 U.S.C. § 365(f).

² A copy of this pleading is appears as Docket Entry No. 48-2 in this proceeding.

PART I - SALE PROCEDURE ORDER

20. The Debtor seeks to obtain the greatest value for the Proposed Assets. The Debtor believes that the proposed auction sale is fair and reasonable and expects that the marketplace will provide a good offer. Accordingly, the Debtor asserts that good cause exists to expose the Lease and the remaining Proposed Assets to sale at a public auction (the "Auction"), thereby maximizing the value obtained for the Proposed Assets. To implement the foregoing, as the first part of this Motion, the Debtor requests that the Court hold a hearing on shortened notice and, at that hearing, enter the Sales Procedure Order.

21. Attached to the proposed Sales Procedures Order as Attachment 1 is a copy of the Debtor's proposed Bidding and Sale Procedures (the "Procedures"), a copy of which attached as Exhibit 5. The Debtor believes that the proposed Procedures carefully balance the Debtor's interests in: (i) preserving the opportunity to attract good offers for the valuable lease; and (ii) expediting the sale process.

22. The Procedures are fair and reasonable, reflect the exercise of prudent business judgment consistent with the Debtor's fiduciary duties, and represent the best method to maximize the value to the estate of the Proposed Assets. See Four B. Corp. v. Food Barn Stores, 107 F.3d 558, 564-65 (8th Cir. 1997) (primary objective in bankruptcy sale is to enhance value of estate); In re Atlanta Packaging Products, 99 B.R. 124, 131 (Bankr. N.D. Ga. 1988) (same).

23. Entry of this Sale Procedures Order is in the best interests of the estate, creditors and interest holders because it will, among other things, retain for the estates the prospect for a successful sale and will enable the Debtor to solicit competing offers. Entry of the Sales Procedure Order will encourage, rather than hamper, bidding by assuring all interested bidders that the Auction will be conducted in a controlled, but fair and open fashion that promotes interest in the Auction by financially capable bidders who are likely to close a transaction, while simultaneously discouraging offers from bidders the Debtor does not believe are capable or likely

to consummate a transaction. See In re Integrated Resources, 147 B.R. at 656-56 (deference is to be given to business judgment regarding procedures to be used in selling assets from the estate); In re 995 Fifth Ave. Assocs., 96 B.R. at 28 (same).

24. The Debtor proposes to mail notice of the Sale Procedures Order, the Auction and the Sale Hearing to (i) the Office of the U.S. Trustee; (ii) all parties listed on the matrix in this case; (iii) all federal, state and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested by the Motion; (iv) all parties known to have expressed a bona fide interest in acquiring the Proposed Assets; and (v) all entities who have filed a notice of appearance and request for service of papers in these cases.

25. The Debtor further proposes to give any appropriate notice through Automotive Recycler's Association trade publication *ARA Magazine*, as more particularly described in Exhibit 6, and through any other appropriate trade publications which may be identified prior to the hearing on this Motion. Furthermore, the Debtor proposed to make such postings as may be appropriate through any industry related social media platforms, to include but not be limited to those identified on page two of Exhibit 6.³

PART II - SALE ORDER

26. As the second part of this Motion, the Debtor requests that, following the selection of the Purchaser through the auction process, the Court enter the Sale Order, empowering the Debtor to consummate the transactions contemplated herein.

27. The Debtor believes that the proposed auction sale reflects the exercise of her sound business judgment and a proper exercise of her fiduciary duties.

28. Approval of the relief requested in this Motion, the Sale contemplated thereby, is in the best interests of the Debtor, her creditors, the estate, and other parties in interest.

³ In this vein, the Debtor acknowledges that there may need to be adjustments made to the provisions of ¶ 10 of the Sales Procedure Order.

29. To the best of the Debtor's knowledge, the Purchaser has not paid or offered to pay any compensation to any prospective bidder for the Proposed Assets, nor does the Purchaser have any agreement or other arrangement with any prospective bidder. A successful bidder at the auction is a buyer in good faith of the Proposed Assets under 11 U.S.C. § 363(m) and is entitled to the protections afforded thereby. See In re UPI, 1992 U.S. Bankr. LEXIS 842, at *3 (Bankr. S.D. N.Y. 1992).

CONCLUSION

Wherefore, the Debtor respectfully requests that the Court enter the proposed Sales Procedures Order to: (a) approve the bidding procedures in connection with the proposed Sale of the Lease for the Demised Premises and the Assets, or in the alternative, the Interest in the LLC to a valid third party or parties making a highest bid for the Proposed Assets as selected by the Debtor following the auction process described, above; (b) scheduling a hearing date, a bidding deadline and an auction date in connection with the Sale; (c) approving the manner of notice thereof; (d) enter such order as may be appropriate to preserve and protect the value of the Proposed Assets; (e) after entry of any Sales Procedure Order, following the auction process sought to be implemented, the Debtor requests that this conduct a Sale Hearing to consider entry of the proposed Sale Order, under 11 U.S.C. §§ 105, 363, 365, and 1146(c) and Fed. R. Bankr. P. 6004 and 6006: (i) approving of the sale of the Proposed Assets free and clear of all liens, claims, encumbrances, rights and interests and the assumption and assignment of the Lease and the Interest; and (ii) granting such other relief as may be appropriate to consummate the sale; and (f) make such further order as may be appropriate to adequately protect the interest of Ahmad in any sales proceeds to which she may be entitled.

Respectfully submitted by:

/s/ John P. Forest, II

John P. Forest, II, VSB# 33089
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Counsel for the Debtor

CERTIFICATE OF SERVICE

I certify that on December 30, 2017, that I have electronically filed the foregoing pleading which provides electronic notice of such filing to all parties who receive notice in this matter; and that I have mailed a true and correct copy of the foregoing pleading to:

Office of the U.S. Trustee
115 S. Union St.
Suite 206
Alexandria, VA 22314

and also to those parties as identified on the Revised Mailing Matrix attached hereto.

/s/ John P. Forest, II

John P. Forest, II

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

IN RE: ANITA LAL)	
)	Case No. 17-12444-BFK
Debtor)	Chapter 11
)	

ORDER (A) APPROVING SALE PROCEDURES, (B) SCHEDULING A BIDDING DEADLINE AND HEARING TO CONSIDER APPROVAL OF SALE, AND (C) APPROVING THE MANNER OF NOTICE THEREOF

Upon the Debtor's Amended and Renewed Motion, dated December 30, 2017, (the "Motion"), for (I) Entry of a Sale Procedures Order (A) Approving Bidding Procedures, (B) Scheduling a Hearing Date and a Bidding Deadline, and (C) Approving Notice (collectively, "Part I of the Motion"), and (II) Entry of an Order Approving Sale Free & Clear of Liens and Assumption and Assignment of Executory Contracts and Unexpired Leases ("Part II of the Motion"), and the Court having determined that the relief requested in Part I of the Motion is in the best interests of the Debtor's, the estate, the creditors and other parties in interest; and upon the hearing held on January 30, 2018, (the "Hearing"); and after due deliberation thereon; and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:

- A. The Court has jurisdiction over this matter and over the property of the Debtor and its bankruptcy estate pursuant to 28 U.S.C. §§ 157(a) and 1334. Venue in this District for these Chapter 11 cases and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
- B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(a), (n) and (o).
- C. Appropriate notice of the relief sought in Part I of the Motion, as to content, service, and time based upon the particular circumstances of this case, has been given and no other or further notice is required.
- D. Good and sufficient reasons have been shown for approving (i) the manner of

notice of the Motion, the Auction, the Bidding Procedures (in the form of Attachment 1 hereto) and the Sale Hearing to be distributed to creditors and other parties in interest, including prospective bidders, and (ii) the Bidding and Sale Procedures (the “Procedures”) (as defined therein).

E. The proposed Procedures carefully balance the Debtor’s interests in: (i) preserving the opportunity to attract higher and better offers, and (ii) expediting the sale process.

F. Based on the record presented to the Court at the Hearing, the Procedures are fair and reasonable, reflect the Debtor’s exercise of prudent business judgment consistent with her fiduciary duties, and represent the best method for maximizing the value to the estate of the Lease.

G. This Court concludes that entry of this Sale Procedures Order is in the best interests of the Debtor, the estate, the creditors and other parties in interest because it will, among other things, retain for the estates the prospect of a successful sale, while enabling the Debtor to solicit competing offers in accordance herewith.

H. The notice procedures proposed in the Motion are reasonably calculated to provide sufficient notice of the Sale to creditors and other parties in interest, and those persons and entities interested in bidding on the Proposed Assets.

I. Based upon the foregoing findings and conclusions, and upon the record made before this Court at the Hearing, and good and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in Part I of the Motion with respect to the Procedures (including the approval of the Procedures) and the notice of Sale Hearing is granted, subject to the terms and conditions set forth in this Sale Procedures Order.

2. The Sale Hearing shall be held on _____, 2018, at ____ .m. in the U.S. Bankruptcy Court, Eastern District of Virginia, Alexandria Division, 200 S. Washington St.,

Courtroom III, Alexandria, VA 22314, at which time the Court will consider the relief requested in Part II of the Motion with respect to the Sale and consider confirmation of the highest and best bidder resulting from the Auction.

3. Objections to the entry of the Sale Order, if any, must (a) be in writing, (b) conform to the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia, (c) set forth the name of the objector and the nature and amount of any claim or interest held by such objector against the Debtor or its property, (d) state the legal and factual basis for the objection and the specific grounds therefor, and (e) be filed with the Bankruptcy Court and served upon: (i) counsel to Debtor, John P. Forest, II, StahlZelloe, P.C., 11350 Random Hills Rd., Suite 700, Fairfax, VA 22030 (ii) The Office of the U.S. Trustee, 115 S. Union St., Plaza Level Suite 210, Alexandria, VA 22314 by _____, 2018, (the "Objection Deadline"). Only timely filed and served responses, objections or other pleadings will be considered by the Court at the Sale Hearing. Failure to file and serve an objection in the foregoing manner shall be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Motion, the Sale Order, the Sale or of the Debtor's consummation or performance of the Sale.

4. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court or on the Court's calendar on the date scheduled for the Sale Hearing or any other adjourned date.

5. The Bidding Procedures [Docket Entry No. ____] are hereby approved and shall apply to the Sale.

6. Competing Bids (as described in the Bidding Procedures as "Bids") shall be delivered to the Debtor so as to be received no later than 4:00 p.m. on _____, 2018], (the "Bid Deadline"). Bids shall be delivered to John P. Forest, II, counsel for the Debtor, c/o StahlZelloe, P.C., 11350 Random Hills Rd., Suite 700, Fairfax, VA 22030.

7. If a Qualified Bid (as described in the Procedures, or "Qualified Bid") is submitted, an auction (the "Auction") will be held at 11350 Random Hills Rd., Suite 700, Fairfax, VA 22030 at _____ a.m. on _____, 2018. The Auction shall be conducted in accord with the Bidding Procedures set forth on Attachment 1 to this Order.

8. The Debtor shall reasonably determine whether a submitted bid meets the qualifications of a Qualified Bid described herein and whether the Qualified Bid constitutes the most favorable transaction for the estate. The most favorable transaction, which may be represented by one or more Qualifying Bids, as reasonably determined by the Debtor, shall be submitted to the Court for approval at the Sale Hearing. In the event of a dispute regarding the most favorable transaction, such dispute shall be resolved by the Court.

9. The Debtor is hereby authorized and empowered to take such steps, expend such sums of money and do such other things as may be necessary to implement and effect the terms and requirements established by this Sale Procedures Order.

10. The notice of the Motion and the Sale Hearing described in the Motion shall be good and sufficient, and any requirements for other or further notice are waived and dispensed with pursuant to Fed. R. Bankr. P. 2002, 6004, 6006 and 9014, if given as follows: On or before _____, 2018, (the "Mailing Date"), the Debtor (or his agents) shall serve the Motion, the Purchase Agreement, the proposed Approval Order and a copy of this Sale Procedures Order by first-class mail, postage prepaid, upon (i) the U.S. Trustee; (ii) all entities (or counsel therefor) known to have asserted any lien, claim, encumbrance, right of refusal or other interest of any kind whatsoever in or upon the Lease (iii) all parties known to have expressed a bona fide interest in acquiring the Lease; (iv) all non-debtor counter-parties to the lease proposed to be assigned to the Purchaser; (v) all creditors and parties in interest in this matter; and (vi) all entities who have filed a notice of appearance and request for service of papers in these cases. Additionally, the Debtor shall arrange for publication of this Sales

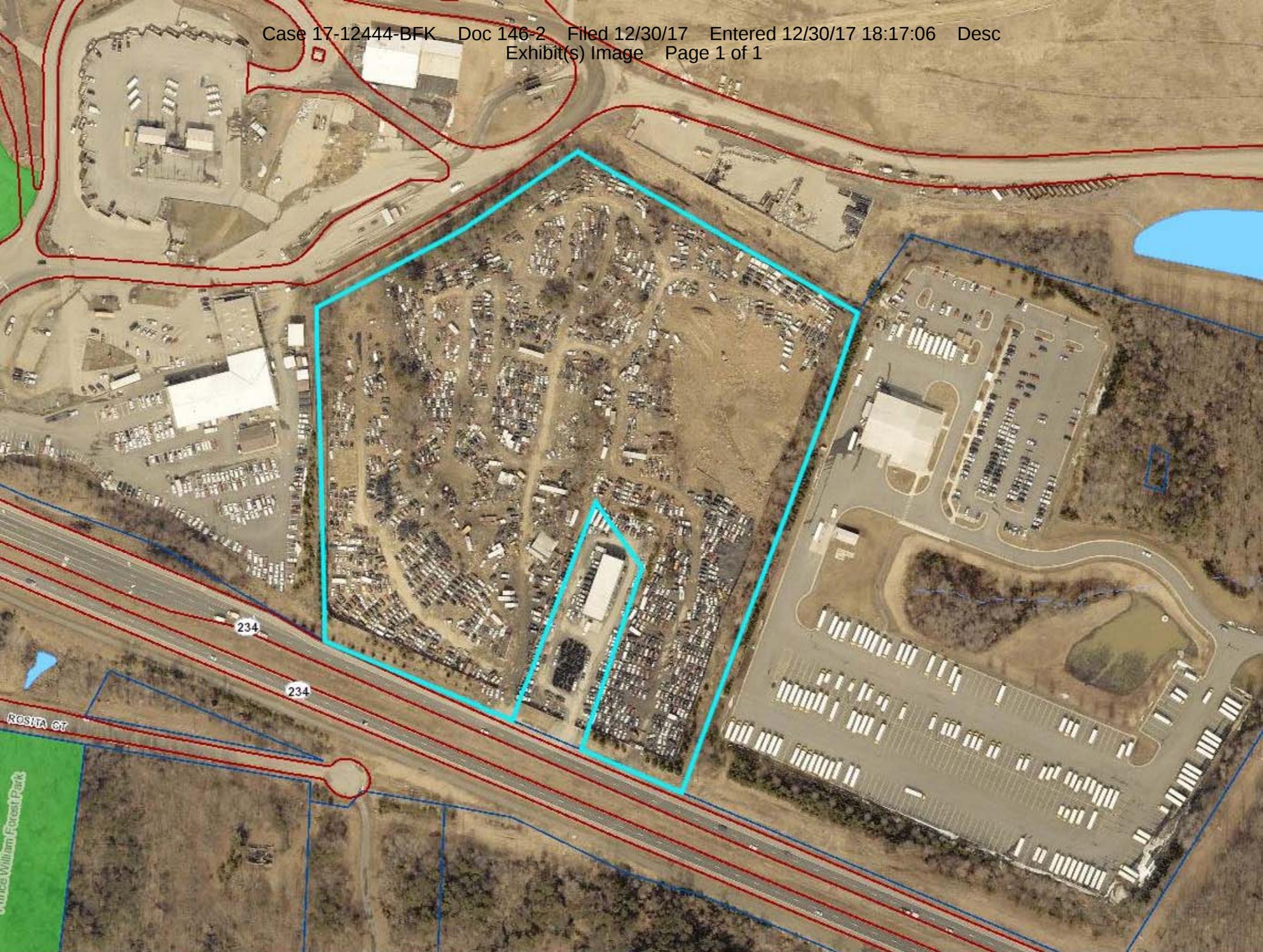
Procedure Order in the Automotive Recycler's Association trade publication *ARA Magazine*.

11. All of the terms and provisions of this Sale Procedures Order and the Bidding Procedures shall be binding in all respects upon, and shall inure to the benefit of any eventual purchaser, the Debtor, the estate and their successors and assigns including, without limitation, any trustee appointed in a Chapter 7 case if these cases were to be converted from Chapter 11, and this Sale Procedures Order shall survive the appointment of such a successor trustee, the conversion of this case to a case under Chapter 7 of the Bankruptcy Code, or the dismissal of this case. Nothing contained in any Chapter 11 plan confirmed in this bankruptcy case or the confirmation order confirming any such Chapter 11 plan shall conflict with, modify or derogate from the provisions of this Sale Procedures Order or the Bidding Procedures.

12. This Court shall retain jurisdiction to interpret, construe and enforce the terms and provisions of this Sale Procedures Order in all and all respects. This retention of jurisdiction shall not be deemed to extend to any dispute that does not involve the interpretation, construction, enforcement and/or effect of this Sale Procedures Order.

13. All capitalized terms not defined herein but defined in the Motion (or the attachments thereto) shall have the meanings set forth in the Motion (or the attachments).

14. Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Bankruptcy Rule 7052.



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

_____)	
IN RE ANITA LAL)	
)	Docket No. 17-12444-BFK
Debtor)	Chapter 11
_____)	

**ORDER AUTHORIZING THE SALE OF LEASE
AND ASSETS FREE AND CLEAR OF LIENS**

This matter came before the Court on the Debtor's Amended and Renewed Motion, dated December 30, 2017, (the "Motion"), for (I) Entry of a Sale Procedures Order (A) Approving Bidding Procedures, (B) Scheduling a Hearing Date and a Bidding Deadline, and (C) Approving Notice (collectively, "Part I of the Motion"), and (II) Entry of an Order Approving Sale Free & Clear of Liens and Assumption and Assignment of Certain Unexpired Lease ("Part II of the Motion"), and the Court previously having approved of the relief requested in Part I of the Motion by an Order entered _____, 2018; and the Motion having come back before the Court on the Debtor's request for the relief sought in Part II of the Motion, including approval of the sale of a certain Lease held by the Debtor, and the assumption and assignment of a certain lease, and the Court having determined that the relief requested in Part II of the Motion is in the best interests of the Debtor, the estate, the creditors and other parties in interest; and upon the record of the hearing held on _____, 2018, (the "Sale Hearing"); and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

- A. This Court has jurisdiction over this matter and over the property of the Debtor and its respective bankruptcy estate pursuant to 28 U.S.C. §§ 157(a) and 1334(b).
- B. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(a), (m), (n) and (o).
- C. As evidenced by the certificates of service filed with the Court, and based on the

representations of counsel at the Sale Hearing, good and sufficient notice of the Debtor's Motion, the hearing held thereon, and the Sale Procedures Order, and the Auction has been given, was in accordance with the Sale Procedures Order and is in compliance with Bankruptcy Rules 2002, 6004, 6006 and 9014. No additional or further notice is required.

D. As demonstrated by (i) evidence proffered or adduced at the Sale Hearing and (ii) the seeking of highest and best offers for the Lease through notice of the Sale Motion, the Debtor has afforded interested prospective purchasers the opportunity to make offers for the Lease. In addition, on or about _____, 2018, the Debtor sent notice of the Sale Procedures Order to, among others, each of the entities known to the Debtor to have previously expressed a bona fide interest in acquiring the Lease.

E. At the Sale Hearing, the Debtor reported that _____ made the highest and best offer for the Proposed Assets.

F. The Debtor has demonstrated both (i) good, considered and sound business purpose and justification, and (ii) sufficient and compelling circumstances for the sale pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization.

G. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested parties, including, but not limited to: (i) the Office of the United States Trustee; (ii) all entities (or counsel therefor) known to have asserted any lien, claim, charge or encumbrance on the Lease; (iii) all federal, state and local regulatory or taxing authorities which are reasonably ascertainable by the Debtor to have a known interest in the Lease; (iv) all known parties who have expressed a bona fide interest in acquiring the Proposed Assets; (v) all creditors and parties in interest in this matter and (vi) those parties who have requested notice pursuant to Red. R. Bankr. P. 2002.

H. The Purchase Price is fair and reasonable and constitutes fair and adequate consideration of the Lease

I. Sufficient cause has been shown to allow the sale of the Lease free and clear of all interests, liens, claims, and encumbrances pursuant to section 363(f) of the Bankruptcy Code.

J. The highest and best price for the Propose Assets is represented by the Purchase Price pursuant to the Auction and it is, therefore, in the best interest of the Debtor, their respective creditors and the Debtor's bankruptcy estate that the Court enter this Order authorizing, under 11 U.S.C. §§ 105, 363 and 365: (1) the Debtor to enter into and comply with the terms of the Sale; (2) the sale of the Proposed Assets to the winning qualified bidder, free and clear of (a) security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, easements, rights, encroachments, equities, imperfections of title, leases, licenses, shares, covenants, purchase or sale options, conditions, restrictions or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership including all "interests" in the Lease held by third parties within the meaning of 11 U.S.C. § 363(f) (the foregoing collectively "Liens") and (b)(i) all debts arising in any way in connection with any acts or omissions of any of the Debtor, (ii) any and all claims (as that term is defined in 11 U.S.C. § 101(5)) against the Debtor arising on or prior to the date of the Closing of the sale transactions under the auction sale and (iii) any and all obligations, demands, liabilities, guaranties, options, rights, contractual commitments, restrictions, interests and matters of or against the Debtor of any kind and nature, whether arising prior to or subsequent to the commencement of these cases, whether matured or unmatured, liquidated or unliquidated, whether known or unknown and whether imposed by agreement, understanding, law, equity or otherwise, including, but not limited to, those of the kind specified in 11 U.S.C. §§ 502(g), 502(h) and 502(i) (the foregoing

collectively referred to herein as "Claims"); and (3) the Debtor to assume and assign the Proposed Assets to the successful qualified bidder.

K. The Debtor has, to the extent necessary, satisfied the requirements of 11 U.S.C. § 365(b)(1) in connection with the assumption of the Assumed Lease. All conditions for the assumption of the Assumed Lease under 11 U.S.C. § 365 have been satisfied.

L. The decision to assume and assign the Assumed Lease is based on the reasonable exercise of the Debtor's business judgment and is in the best interest of the Debtor's estate.

M. The successful qualified bidder has demonstrated adequate assurance of future performance with respect to the Assumed Lease.

N. Upon the entry of this Sale Order: (1) the Debtor shall have the power and the authority to execute and deliver all documents contemplated thereby, including, without limitation, all documents necessary to assume and assign the Assumed Lease and the sale of the Purchased Lease to the successful qualified bidder by the Debtor shall be deemed to have been duly and validly authorized; (2) the Debtor shall have the power and the authority necessary to consummate the transaction contemplated herein; and (3) no consents, approvals or other orders are required for the Debtor to consummate the transaction.

O. As a condition to the purchase of the Lease by the successful qualified bidder, the said bidder requires that the Purchased Lease be sold free and clear of all Liens and Claims, and that the said bidder has no liability for any liabilities of the Debtor.

P. The sale and transfer of the Purchased Lease and the assignment of the Assumed Lease subject to the provisions herein: (1) are or will be legal, valid and effective transfers of property of Debtor's estate to the successful qualified bidder: and (2) vest or will vest the said party with all right, title and interest of the Debtor in and to the Purchased Lease and the Assumed Lease free and clear of all Liens and Claims other than the Permitted Encumbrances .

Q. The relief requested in the Sale Motion is in the best interests of the Debtor, its estate and creditors.

R. All findings of facts and conclusions of law made by the Court at the Sale Hearing are incorporated herein; and based upon the foregoing, and upon the record made before this Court at the Sale Hearing, it is therefore

ORDERED, ADJUDGED AND DECREED THAT:

1. Part II of the Motion be, and it hereby is, granted in all respects.
2. All objections and responses to the Motion that have not been overruled, withdrawn, waived or settled, and all reservation of rights included therein, are hereby denied on the merits except as otherwise provided for in the record at the Sale Hearing.
3. Pursuant to 11 U.S.C. § 363(b), the Debtor is hereby authorized: (i) to sell the Proposed Assets to the successful qualified bidder in accordance with the provisions herein and in the record at the Sale Hearing free and clear of all Liens and Claims; (ii) to transfer and assign all right, title and interest to all property, licenses and rights to be conveyed in accordance with and subject to the terms and conditions of the successful bid to the said successful bidder; (iii) to execute and deliver, and empower fully to perform under, consummate and implement the Sale, together with all additional instruments and documents contemplated or that may be reasonably necessary or desirable to implement the Sale; and (iv) to take all further actions as may be reasonably requested by successful qualified bidder for the purposes of assigning, transferring, granting, conveying and conferring to said party the Proposed Assets and assigning to the said party the Assumed Lease, or as may be necessary or appropriate as contemplated by the Sale.
4. Pursuant to 11 U.S.C. § 105(a) and 363(f), and subject to the terms and conditions of the Sale, the provisions herein and in the record at the Sale Hearing, the Proposed Assets shall be transferred to the successful qualified bidder upon and effective as of the Closing and except as expressly specified in the Sale, shall be free and clear of all Liens and Claims. All such Liens

and Claims shall be released, terminated and discharged as to the Proposed Assets and, to the extent required by 11 U.S.C. § 363(f), shall attach to the net proceeds of the sale of the Proposed Assets paid by the successful qualified bidder (the "Proceeds") in the order of their priority, with the same validity, force and effect as they now have against the Proposed Assets.

5. The Proceeds shall be paid to the Debtor and counter-parties to the Assumed Lease in accordance with the terms of the Sale.

6. Subject to the payment by successful qualified bidder to Debtor pursuant to 11 U.S.C. § 363 of the consideration provided for in the Sale, the sale of the Proposed Assets to the said party shall constitute a legal, valid and effective transfer of the Proposed Assets and shall vest the successful qualified bidder with all right, title and interests of the Debtor in and to the Proposed Assets.

7. The successful qualified bidder is a good faith purchaser entitled to the protections of 11 U.S.C. § 363(m) with respect to the transactions contemplated by the Sale, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale of the Proposed Assets will not affect the validity of the sale, unless such authorization as granted herein is duly stayed pending such appeal prior to the Closing.

8. The Purchase Price for the Proposed Assets is fair and reasonable, constitutes reasonably equivalent value and fair consideration for the assets purchased, and the transactions contemplated by the Sale are not subject to challenge under 11 U.S.C. § 363(n).

9. The Debtor is hereby authorized and directed to take any and all actions necessary to effectuate and comply with the terms of the Sale.

10. Pursuant to 11 U.S.C. §§ 363(b), 363(f), 365(a), 365(b) and 365(f), the Debtor is authorized to assume and assign to the qualified successful bidder the Assumed Lease and the Interest without further order of this Court.

11. The Purchaser shall pay all Cure Costs payable to the counter-parties to the

Assumed Contracts and the Assumed Leases in accord with 11 U.S.C. § 365 and the Purchase Agreement as a deduction from the Purchase Price, and the Purchaser and the Debtor shall have no liability or obligation arising or accruing prior to the date of Closing under the Assumed Contracts and Assumed Leases.

12. The qualified successful bidder has provided adequate assurance of future performance consistent with 11 U.S.C. § 365 with respect to the Assumed Lease.

13. This Sale Order: (a) is and shall be effective as a determination that, on the Closing Date and except as specially provided in the Sale, all Liens and Claims existing on the Proposed Assets have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected; and (b) is and shall be binding upon and govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Proposed Assets.

14. On the Closing Date and, if reasonably requested on a later date after Closing by the successful qualified bidder or the its lenders, the creditors of the Debtor are authorized and directed to execute such documents and take all other actions as may be necessary or as reasonably requested by the said successful bidder or its lenders to document the release or termination of their Liens on or Claims against the Proposed Assets, if any, as such Liens or Claims may have been recorded or may otherwise exist.

15. If any person or entity that has filed financing statements, mortgages, deeds of trust, mechanics liens, *lis pendens* or other documents or agreements evidencing Liens or Claims

against the Proposed Assets shall not have delivered to the Debtor prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all Liens or other interests which the person or entity has with respect to the Proposed Assets, the Debtor is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Proposed Assets, and the successful bidder is hereby authorized to file, register or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute evidence of the release of all Liens and Claims against or in the Proposed Assets of any kind or nature whatsoever.

16. Except as otherwise expressly provided in the Sale or related instruments or as otherwise provided in this Sale Order, the successful bidder shall have no liability or responsibility for any liability or other obligation of the Debtor arising under or related to the Proposed Assets. Without limiting the effect of the foregoing, the transfer of the Proposed Assets and the assignment of the Assumed Lease do not and will not subject the successful bidder to any liability for claims against the Debtor or the Proposed Assets, arising prior to the Closing Date, including, but not limited to, claims for successor or vicarious liability, by reason of such transfer under the laws of the United States, any state, territory or possession thereof or the District of Columbia applicable to such transactions. The successful bidder shall not be deemed, as a result of any action taken in connection with the Sale, to: (a) be the successor of the Debtor; (b) have, *de facto* or otherwise, merged with or into the Debtor; (c) be a mere continuation or substantial continuation of the Debtor or the enterprise of the Debtor; or (d) be responsible for any liability of the Debtor or for payment of any benefit accruing to the Debtor, except as specifically provided for in the Sale or in this Sale Order.

17. This Court retains jurisdiction: (a) to enforce and implement the terms and provisions of the Sale, all amendments thereto, any waivers and consents thereunder and each of

the agreements executed in connection therewith; (b) to compel delivery of the Proposed Assets to the successful bidder; (c) to enforce the assumption and assignment of the Assumed Lease; (d) to resolve any disputes arising under or related to the Sale; and (e) to interpret, implement and enforce the provisions of this Sale Order.

18. Nothing contained in any chapter 11 plan confirmed in these cases or the order of confirmation confirming any chapter 11 plan, nor any order dismissing any case or converting it to chapter 7 liquidation shall conflict with or derogate from the provisions of the Sale, any documents or instrument executed in connection therewith, or the terms of this Sale Order.

19. Pursuant to Fed. R. Bankr. P. 6004(g), 6006(d) and 7062, this Sale Order shall not be stayed for ten (10) days after entry, and notwithstanding any provision of the Bankruptcy Code or Bankruptcy Rules to the contrary, this Order shall be effective and enforceable immediately upon entry.

20. This Order shall be binding upon and inure to the benefit of the successful bidder the Debtor and its respective successors and assigns, including but not limited to the Debtor or any chapter 7 trustee that may be appointed in any of these cases.

21. The provisions of this Sale Order are nonseverable and mutually dependent.

22. All capitalized terms not defined herein but defined in the Motion (or the attachments thereto) shall have the meanings set forth in the Motion (or the attachments).

23. Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Bankruptcy Rule 7052.

COMMERCIAL LEASE

THIS LEASE made and entered into this 5th day of September 2014 between MITCHELL L. PHELPS, INC. (A Virginia Corporation) P O Box 1729 Woodbridge, Va. 22195 (hereinafter referred to as ("Landlord")), and Anita Lal and Adeela Ahmad of (address)

7003 Larrigan Drive
Springfield, VA 22151
45901 Transamerica Plaza Unit 101
Sterling VA 20166

(herein referred to as "Tenants) and guarantors.

WITNESSETH

WHEREAS, the Landlord is the owner of a certain parcel of land. (hereinafter sometimes referred to as the "Demised Premises")

WHEREAS, the Tenant is desirous of leasing the Demised Premises from the Landlord upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows:

1. **Lease Premises.** The Landlord hereby leases to the Tenant and the Tenant accepts from the Landlord the premises known as

14843 101, 102, 103, 104 Dumfries Road, Manassas Va 20112 and more particularly described as follows: approximately 16 acres grandfathered for use as an auto salvage yard, containing approximately 16 acres of gross rentable area. THIS IS A LAND LEASE ONLY AND IS RENTED IN IT'S EXISTTING CONDITION. THERE IS NO WATER OR SEWER EXISTING AT THE PROPERTY.

2. **Term.** This lease shall continue in force for a term of (10) years, commencing on October 1 2014 and ending on September 30, 2024.

a. The Tenant covenants to pay as rent for said land an annual rent of One hundred fourty four thousand DOLLARS (\$144,000.00.payble in advance in equal successive monthly installments of Twelve thousand DOLLARS (\$12,000.00) on the first day of each and every calendar month during the term of this

Lease, without any set-off or deduction whatsoever and without any prior demand being made therefore.

b. na

c. **All payments shall be made by money order, cashiers check or certified funds payable to the Landlord or to such other person or place as may be designated by notice in writing from Landlord to Tenant from time to time.**

d. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent which is then due and payable nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction.

Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedies provided in this Lease.

e. Any monthly installment of rent not paid within five (5) days of the due date shall be subject to a late charge of \$120.00 per month. All other rent and all other payments becoming due hereunder (including Additional Rent (as defined in Paragraph 4 hereof)) shall bear interest at the rate of twenty percent (12%) per annum after the first calendar day following the date when the sum shall become due and payable.

3. Rent shall increase ___3% per year each year, after the first year.

b. The resulting rent, which, in each instance, shall in no event be less than preceding twelve (12) months, shall be payable in twelve (12) equal, successive monthly installments commencing on the first day of each month of the applicable year.

4. Additional Rent.

a. If Landlord shall incur any charge or expense on behalf of Tenant under the terms of this Lease, such charge or expense shall be considered Additional Rent, hereunder; in addition to and not in limitation of any other rights and remedies which Landlord may have in case of the failure by Tenant to pay such sums when due, such nonpayment shall entitle Landlord to the remedies available to it hereunder for nonpayment of rent. All such charges or expenses shall be paid to Landlord at its office at 1980 Opitz Blvd., Woodbridge, VA. 22191 or as such other place and to such other person as Landlord may from time to time designate in writing.

b. Tenant to pay all utilities.

5. Security Deposit. Landlord herewith acknowledges receipt from Anita Lal Tenant of DOLLARS (\$4000.00) which sum shall be held as a security deposit, which sum shall be held by the Landlord as

a security, without liability for interest, for the faithful performance of all covenants, conditions and agreements of this Lease to be performed by Tenant. In addition, both parties agree as follows:

a. In the event of a default by the Tenant under this Lease which is not cured by the Tenant in accordance with this Lease, the Landlord shall not be required to return any portion of said security deposit. In this event, the Landlord may either retain the same and apply it toward the actual damages sustained by Landlord by reason of Tenant's default. However, under no circumstances shall the Landlord be deprived of any remedy at law or in equity or as agreed upon in this Lease. In the event that the damages exceed the amount of the security deposit, the Landlord or its agent shall have the right to proceed against the Tenant to recover the excess amount.

b. In the event that there has been no default of any kind or nature whatsoever by the Tenant, upon expiration of the full term of this Lease, said security deposit shall be returned by the Landlord to the Tenant, less any expense, loss of damage suffered by the Landlord as the result of any act or omission on the part of the Tenant his agents, employees or licensees. When the Tenant is entitled to the return of the security deposit, the Landlord shall have thirty (60) days from the date of the expiration of this Lease in which to refund the security deposit.

6. Use of Premises.

a. It is understood and agreed that the Demised Premises may be used and occupied by the Tenant for auto salvage and that Tenant at it's sole and full expense shall comply with all applicable laws, ordinances, government regulations and all protective covenants and restrictions of record affecting such use.

7. Failure to Give Possession. If the Landlord is unable to give possession for any reason beyond the control of the Landlord, the Landlord shall not be subject to any claims, damages or liability for its failure to give possession by that date, and the Tenant's obligation to pay rent shall be suspended and abated until possession of the premises is delivered. In the event of such a delay, it is understood and agreed that the commencement of the term of this Lease shall also be postponed until delivery of possession and that the termination date of the Lease term shall be correspondingly extended.

8. Observance of Laws. The Tenant shall duly obey and comply with all regulations, public laws, ordinances, rules or regulations relating to the use of the Demised Premises.

9. Repairs and Maintenance.

a. Tenant shall, at its own cost and expense, keep the premises in good and normal order and condition. The tenant shall be responsible for repairs, or maintenance or improvements.

b. Unless otherwise expressly provided herein, the Landlord shall not be required to make any improvements of any kind or character to the Demised Premises during the term of this Lease.

c. At the expiration or termination of the tenancy hereby created, Tenant shall surrender the Demised Premises in good condition, reasonable wear and tear excepted, and shall surrender all keys for the Demised Premises to the Landlord at the place then fixed for the payment of rent.

d. This is a land lease of approximately 16 acres, any buildings on the premises are grandfathered and are rented in their existing condition. Landlord does not warrant that the buildings are tenable or useable. Buildings shall not be removed.
10 omitted

11. Tenant's Insurance.

a. Tenant agrees that it will indemnify and save the Landlord harmless, from any and all liabilities, damages, causes of action, suits, claims, judgments, costs and expenses of any kind (including reasonable attorney's fees): (i) relating to or arising from or in connection with the possession, use, occupation, management, repair, maintenance or control of the Demised Premises, or any portion thereof; or (ii) arising from or in connection with any act or omission of Tenant or Tenant's agents, employees or invitees; or (iii) resulting from any default, violation or injury to person or property or loss of life sustained in our about the Demised Premises. To assure such indemnity, Tenant shall carry and keep in full force and effect at all times during the term of this Lease for the protection of Landlord and Tenant herein, public liability insurance with limits of at least One Million Dollars (\$1,000,000) for each accident and Five Hundred Thousand Dollars (\$500,000) for each separate injury, and property damage insurance in the amount of Fifty Thousand Dollars (\$50,000).

b. Said public liability and property damage insurance policies and any other insurance policies carried by Tenant with respect to the Demised Premises shall: (i) be issued in form acceptable to Landlord by good and solvent insurance companies qualified to do business in the State of Virginia and reasonably satisfactory to Landlord; (ii) be issued in the names of Landlord, Tenant and any other party in interest from time to time designated in writing by notice from Landlord to Tenant; (iii) be written as primary policy coverage and not contributing with or in excess of any coverage which Landlord may carry; and (iv) contain an express waiver of any right of subrogation by the insurance company against Landlord, if same is available from the insurance company. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to Tenant's insurance coverage, shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease.

On or before the rent commencement date and before any such insurance policy expires, Tenant shall deliver to Landlord certificates of insurance or certified copies of, or duplicate originals of each such public liability and property damage policy or renewal thereof, as the case may be, together with evidence of payment of all applicable premiums. Any insurance required to be carried hereunder may be carried under a blanket policy covering the Demised Premises and other locations of Tenant, and if Tenant includes the Demised Premises in such blanket coverage, Tenant shall deliver to Landlord, as aforesaid, a duplicate original or certified copy of each such insurance policy or a certificate evidencing such insurance. The public liability and property damage insurance policies required to be carried hereunder by or on behalf of Tenant shall provide that, unless Landlord shall first have been given ten (10) days prior written notice thereof, (i) such insurance policies shall not be canceled and shall continue in full force and effect; (ii) the insurance carrier shall not, for any reason whatsoever, fail to renew such insurance policies; and (iii) no material change may be made in such insurance policies. In the event that Tenant shall fail promptly to furnish any insurance coverage herein required to be procured by Tenant, or shall fail to pay any premium under such policies when due, Landlord, upon three (3) days written notice, at its sole option, shall have the right to pay such delinquent premium on behalf of Tenant, or obtain such required policy and pay the premium therefor for period not exceeding one (1) year in each instance, and any premium so paid by Landlord shall be immediately payable by Tenant to Landlord as Additional Rent hereunder.

12. Tenant's Waiver of Claims. Tenant covenants that no claim shall be made against Landlord by Tenant or by any agent or servant of Tenant or by others claiming the right to be in the Demised Premises or in said building through or under Tenant, for any injury, loss or damage to person or property occurring upon the Demised Premises from any cause other than the gross negligence of Landlord, and Tenant shall hold Landlord harmless therefrom.

13. Occupancy Standards. Tenant agrees to comply with and to require its agents, employees, invitees and visitors to comply with all occupancy standards of which the Demised Premises are a part, Landlord shall have the right from time to time to change, amend or add to such occupancy standards in any reasonable manner deemed advisable by the Landlord for the mutual safety and convenience of all occupants and the cleanliness of the premises and preservation of good order therein. Notice of all such changes and amendments will be sent by Landlord to Tenant in writing, and Tenant agrees to thereafter comply therewith.

14. Access to Premises.

a. The Landlord reserves for itself and its representatives the right to enter upon the Demised Premises at all reasonable hours for the purpose of inspecting the same,

making repairs, additions or alterations provided that the Landlord does not unreasonably interfere with Tenant's business. The exercise by Landlord of any of its rights under this paragraph shall not be deemed an eviction or disturbance of Tenant's use and possession of the Demised Premises.

b. Landlord may, within ninety (90) days next preceding the expiration of the Lease term, enter the Demised Premises, to place and maintain notices for lettering, free from hindrance or control of Tenant, and to show the premises to prospective tenants thereof at times which will not unreasonably interfere with Tenant's business. If Tenant shall vacate the Demised Premises during the last month of the term of this Lease, Landlord shall have the unrestricted right to enter the same after Tenant's moving to commence preparations for the succeeding tenant or for any other purpose whatever, without affecting Tenant's obligation to pay rent for the full term.

15. Mechanic's Liens. Tenant agrees not to permit any mechanic's, materialmen's, or other liens to be fixed or placed against the Demised Premises and agrees to immediately discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanic's materialmen's or other lien which is fixed or placed against the Demised Premises arising from any obligation allegedly owed by Tenant. In the event Tenant does not discharge such lien or liens within ten (10) days after Tenant is requested to do so in writing by landlord, then Landlord may, but shall be under no obligation to pay off any such lien or liens, and such payments by Landlord, together with interest thereon at the rate of twenty percent (20%) per annum from the date of any such payment, shall be deemed to be Additional Rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the payment of such respective sums and expenses.

16. Eminent Domain. In the event the Demised Premises are wholly or partially taken by any governmental, quasi-governmental or authority or any other person possessing the power of eminent domain pursuant to such power of eminent domain, this Lease shall terminate when title to the Demised Premises is taken by the condemning authority. Tenant shall have no claim or rights to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation. Upon termination of the Lease because of such condemnation, Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

17. Damage by Fire or Casualty.

Omit

18 Subordination. Tenant covenants and agrees to subject and subordinate this Lease, upon request of Landlord, to any paramount lease, deed of trust or other financing method that may now or hereafter affect the Demised Premises, and all renewals, modification, consolidations, replacements, and extensions thereof provided that any such paramount lease, deed of trust or other financing arrangements to which this Lease is subordinated,

contains a provision that such subordination shall not adversely affect Tenant's right to use and occupancy hereunder so long as Tenant is not in default under any of the provisions hereof. To effect subordination on the aforesaid terms and in connection with such financing, Tenant agrees to execute promptly any certificate, assignment of rents or other document that Landlord may request.

19. Assignment of Lease. Tenant will not assign, transfer, mortgage or otherwise encumber this Lease or sublet or rent (or permit occupancy or use of) the Demised Premises, or any part thereof, without obtaining the prior written consent of landlord, nor shall any assignment or transfer of this Lease or the right of occupancy hereunder be effectuated by operation of law or otherwise without the prior written consent of Landlord. The consent by Landlord to any assignment or subletting shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any such assignee, subtenant or occupant constitute a waiver or release of Tenant of any covenant or obligation under this Lease, nor shall any such assignment or subletting be construed to relieve Tenant from obtaining the consent in writing of Landlord to further assignment or subletting. In the event that Tenant defaults hereunder, Tenant hereby assigns to Landlord the rent due from any subtenant, assignee or any other occupant holding the premises or any portion thereof under the Tenant, and hereby authorizes each such subtenant to pay said rent directly to the Landlord. In the event Tenant desires to sublet all or a portion of the Demised Premises, Tenant shall give to Landlord thirty (30) days written notice of Tenant's intentions to do. Within thirty (30) days after receipt of said notice, Landlord shall have the right to sublet that portion of the Demised Premises from the Tenant at the same rent stipulated herein. If Tenant desires to sublet all of the Demised Property, Landlord shall also have the right to terminate this Lease on a date to be agreed upon by Landlord and Tenant. In the event Landlord has not exercised its right to sublet all or a portion of the Demised Premises, Tenant may sublet all or a portion of the Demised Premises after first obtaining the written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. For purposes of this Paragraph, if Tenant is a partnership or corporation, a change in the ownership thereof that exceeds, during the term of this Lease, forty percent (40%) shall be deemed an assignment of this Lease.

20. Parking Areas.omit

21. Signs. The Tenant agrees not to install, place or cause to be placed any exterior advertising signs or awnings upon the premises, not to place advertising signs or posters without the consent of the landlord. All signs agreed to by the Landlord shall also conform to all applicable codes and regulations, and all rules and regulations of the governing body.

22. Remedies of Landlord.

a. Landlord may terminate this Lease upon ten (10) days written notice to Tenant upon the happening of any one or more of the following events: (i) the institution in a court of competent jurisdiction of proceedings for the reorganization, liquidation, or involuntary dissolution of Tenant or any guarantor, and if said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein discharged, within thirty (30) days after the institution of said proceedings; (ii) the insolvency of the Tenant or any guarantor or the making by Tenant or guarantor of an assignment or composition for the benefit of its creditors; (iii) the levying of a writ of execution or attachment on or against the property of Tenant or any guarantor; (iv) the taking of any action for the voluntary dissolution of Tenant, of any guarantor, of its consolidation with or merger into another corporation; (v) the failure of Tenant or any guarantor to pay an installment of rent or any other payment, or charge herein provided of when due; and (vi) the violation by Tenant of or its failure to perform any covenant or agreement herein contained, if such continues after ten (10) days written notice from Landlord, or, if it cannot be cured within such ten (10) days, if the Tenant does not within such period commence to cure such violation or failure and thereafter diligently complete the same.

b. Upon termination of this Lease, Landlord may reenter the Demised Premises with or without process of law, using such force as may be necessary, and remove all persons and chattels therefrom and Landlord shall not be liable for damages or otherwise by reason of re-entry or termination of this Lease or shall such re-entry or termination waive, bar or in any way prejudice any other remedies available to Landlord. Notwithstanding such termination the liability of Tenant for the rent provided for herein shall not be extinguished for the balance of the Lease term remaining after said termination, and Landlord shall be entitled to recover immediately as liquidated damages an amount equal to the rent for the said balance of the Lease term, less the rents actually received by Landlord from the Demised Premises during the balance of the Lease terms.

c. In the event of any breach hereunder by Tenant, Landlord may immediately or at any time thereafter, without notice, cure such breach for the account and at the expense of Tenant. If Landlord at any time, by reason of such breach, is compelled to pay or elects to pay any sum of money or do any act that will require the payment of any sum of money, or is compelled to incur any expenses, including reasonable attorneys fees, in instituting or prosecuting any action or proceeding to enforce Landlord's rights hereunder, the sum or sums paid by Landlord, with interest thereon at the rate of twenty (20%) percent per annum from the day of payment thereof, shall be deemed to be Additional Rent hereunder and shall be due from Tenant to Landlord

of the first day of the month following the payment of such respective sums or expenses.

d. When this Lease is terminated in accordance with this Paragraph, Tenant will yield up possession to Landlord on the date of termination, and failing so to do, will pay as liquidated damages for each day possession is withheld, an amount equal to double the amount of the daily base rent, computed on a thirty (30) day month basis.

e. In order to secure the performance of Tenant's obligation under this lease, Tenant hereby grants to Landlord, in addition to any statutory lien available to Landlord, a lien on all vehicles, cars, trucks and equipment, furniture, furnishings, equipment, fixtures, merchandise and other personal property placed on the leased premises by Tenant. Tenant hereby specifically waives any and all exemptions allowed by law; and such lien may be enforced on the nonpayment of any installment of rent by the taking and selling of such property, in the same manner as in the case of chattel mortgages on default thereunder; said sale to be made upon ten (10) days notice serviced upon the Tenant by posting upon the Demised Premises or by leaving same at this place of residence; or such lien may be enforced in any other lawful manner at the option of the Landlord.

f. All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises. Any base rent, Additional Rent or other payment or charge herein provided for may be recovered by the Landlord from the Tenant by distress action or by any legal process as may at the time be in operation and force in like cases relating to proceedings between landlords and tenants.

23. Storage or Tenant's Property. If on termination of this Lease by expiration or otherwise, or on abandonment of the Demised Premises, Tenant shall fail to remove any of Tenant's property from the Demised Premises, Tenant hereby authorizes Landlord, at Landlord's option, to cause such property to be removed and placed in storage or on such termination, to sell such property at public or private sale, with ten (10) days notice, and to apply the proceeds thereof, after payment of all expenses of removal, storage and sale, to the indebtedness, if any, of the Tenant to Landlord, the surplus, if any, to be paid to Tenant upon demand. Landlord shall in no event be responsible for the value, accounting, preservation or safekeeping of such property. Landlord's inventory of abandoned or stored property shall be final and incontestable, Tenant shall pay to the Landlord upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in the Landlord's control.

24. Tenant Holding Over. If Tenant shall not immediately surrender the Demised Premises on the day after the end of the

Lease term hereby created, then Tenant shall, by virtue of this Agreement, become a tenant by the month at 1.50 times the rental agreed to be paid as aforesaid, commencing said monthly tenancy with the first day next after the end of the Lease term above; and said Tenant as a monthly tenant, shall be subject to all of the conditions and covenants of this Lease as though the same had originally been a monthly tenancy. Each party hereto shall give to the other at lease thirty (30) days written notice to quit the Demised Premises, except in the event of non-payment of rent in advance or of the other Additional Rents provided for hereto in which event Tenant shall not be entitled to any notice to quit, the usual (30) days notice to quit being expressly waived; provided, however, that in the event that Tenant shall hold over after the expiration of the Lease term aforesaid, then at any time prior to the acceptance of the rent by Landlord from Tenant, as monthly Tenant hereunder, Landlord, at its election or option, may re-enter and take possession of the Demised Premises forthwith, without process, or by any legal action or process in force in the Commonwealth of Virginia.

25. Rights Reserved by Landlord. Landlord shall have the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use of possession or giving rise to any claims for set-off or abatement of rent.

- a. To change the building's name or street address;
- b. To install, affix and maintain any and all signs.
- C omit
- d. To retain at all times, and to use in appropriate instances, keys to all doors within and into the Demised Premises; and
- e. To make repairs or alterations, improvements, whether structural or otherwise, and for such purposes to enter upon the Demised Premises, and, during the continuance of any of said work, to temporarily suspend services and facilities, all without abatement of rent or affecting any of Tenants obligations hereunder, so long as the Demised Premises are reasonable accessible.

26. Notices and Demands. Any notice or demand required or permitted under this Lease, shall be in writing and shall be sent by registered or certified mail to Tenant at the address of the Demised Premises and to Landlord at the address than fixed for the payment of rent, and either party may, by like notice at any time and from time to time designate a different address to which notice shall be sent. Notices given in accordance with these provisions shall be deemed given when mailed.

27. Condominium Regime. omit

28. General.

- a. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create

the relationship of principal and agent or partnership or of joint venture or of any association between Landlord and Tenant other than the relationship of Landlord and Tenant. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions. The necessary grammatical changes required to make the provisions of the lease apply in the plural sense where there is more than one tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The federal law of the United States of America, and in the absence of controlling federal law, laws of the State of Virginia shall govern the validity, performance and enforcement of this Lease.

b. This Lease contains the entire agreement between the parties with respect to the subject matter hereof and each party acknowledges that it did not, in entering into this Lease, rely upon any representations or promises made by or on behalf of the other except as expressly set forth herein.

c. In the event that the Tenant is a corporation or a partnership, or any other business association aside from an individual, the Landlord may, at his option, require that the principals of the said corporation, partnership or business association, personally guarantee the performance of the said corporation, partnership or other business association under this Lease. In the event that the Landlord exercises its option under this Paragraph, the principals of the corporation, partnership or other business association shall within five (5) days cause their signatures and the signatures of their spouses to be affixed to an appropriate guarantee agreement, and said agreement shall be delivered within five (5) days to the Landlord at the address as designated by Landlord.

29. Successors and Assigns. The terms, covenants and conditions hereof shall be binding upon and inure to the successors in interest and assigns of the parties hereto.

30. No Option. The submission of this Lease for examination does not constitute a reservation of or option for the Demised Premises except as expressly set forth herein, and this Lease becomes effective only upon execution and delivery thereof by Landlord.

31. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying the rent and Additional Rent and observing and performing all the terms, covenants and conditions, of Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Demised Premises subject, nevertheless, to the terms and conditions of this Lease, and to the mortgages and deeds of trust on the terms and conditions herein before mentioned.

32. Waiver of Trial by Jury. Landlord and Tenant each agree to and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way

connected with this lease, the relationship of Landlord and Tenant. Tenant's use or occupancy of said Demised Premises and/or any claim of injury or damage, and any statutory remedy.

33. **Governing Law.** This Lease shall be construed and governed by the federal law of the United States of American, and in the absence of controlling federal law, in accordance with laws of the Commonwealth of Virginia. Should any provision of this Lease an/or its conditions be illegal or not enforceable under federal law or the laws of the said state, such provisions shall be considered severable, and the remaining portions of this Lease and its conditions shall remain in full force and effect and be binding upon the parties as though such provisions had never been included.

The signatures of the parties below of Tenants and Guarantors are individually and severally bound and liable for every provision of this lease including payment of rent. If any of the parties form any partnership, corporation or joint venture for the operation of the business on the premises then the entity shall be also liable equally as the persons. Landlord must approve all entities.

Amrit Lal and Anita Lal and Mitchell L. Phelps hereby cancel and void the current lease on lots 101 and 104.

The Guarantors hereby agree and are bound by every provision of this lease including being liable to paying the rent in the event that the tenants fail to do so.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed on the date first above written.

WITNESS OR ATTEST:
Guarantor

MITCHELL L. PHELPS Inc.

A VIRGINIA CORPORATION, Landlord

BY Myrna Phelps (SEAL) Date
Myrna Phelps, President

Anita Lal, Tenant Anita Lal SEAL Date 09/05/2014

Adeela Ahmad Tenant Adeela Ahmad SEAL Date 9/5/14

Amrit Lal Guarantor Amrit Lal SEAL Date 9/5/14

Amar Khan Amar Khan SEAL Date 9/5/14

BIDDING AND SALE PROCEDURES

These Bidding and Sale Procedures (these "Procedures") set forth the process by which the Debtor shall conduct a sale by auction (the "Auction") of all or any combination of the Proposed Assets (as more particularly described in the Sale Motion [Docket Entry No. ____])

These Procedures were approved by Order dated _____, 2018 (the "Sales Procedures Order") [Docket Entry No. ____] of the U.S. Bankruptcy Court for the Eastern District of Virginia, Alexandria Division (the "Bankruptcy Court")

The following Procedures shall apply to the Auction:

1. The Debtor shall consider as highest and best offers (the "Bids") only those offers

that meet the following requirements:

(A) Bid Deadline. A "Qualified Bidder" (as defined, below) that desires to make a bid shall deliver written copies of its bid to John P. Forest, II, counsel for the debtor, c/o StahlZelloe, P.C., 11350 Random Hills Rd., Suite 700, Fairfax, VA 22030 not later than such date and time as is specified in the Sales Procedures Order (the "Bid Deadline"). The Debtor may extend the Bid Deadline in its sole discretion, but shall have no obligation to do so. If the Debtor extends the Bid Deadline, it shall promptly notify all Qualified Bidders of such extension.

(B) Bid Requirements. A bid is a letter from a Qualified Bidder stating that the Qualified Bidder offers to purchase the Lease upon the terms and conditions including price, terms, and assets to be acquired, that the Qualified Bidder proposes and the Qualified Bidder's offer is irrevocable until the earlier of 48 hours after the closing of the sale of the Proposed Assets or such date as is specified in the Bidding Procedures Order. Two or more separate bids together shall not constitute a Qualified Bid. A Qualified Bidder shall accompany its bid with written evidence of a commitment for financing or other evidence of ability to consummate the transaction. The Debtor will consider a bid only if the bid provides overall value for the Proposed Assets of at least Fifty Thousand Dollars (\$50,000). In addition, the Debtor will consider a bid only if the bid:

(i) is on terms that, in the Seller's reasonable business judgment, are not materially burdensome or conditional;

(ii) is not conditioned on obtaining financing or on the outcome of unperformed due diligence by the bidder with respect to the assets sought to be acquired;

(iii) does not request or entitle the bidder to any break-up fee, termination fee, expense reimbursement or similar type of payments; and

(iv) is received by the Bid Deadline, except that the Debtor may waive this requirement in writing. A bid received from a Qualified Bidder that meets the above requirements is a "Qualified Bid." A Qualified Bid will be valued based upon factors such as the net value provided by such bid and the likelihood and timing of consummating such transaction.

(C) Deposit Requirement. All initial Bids shall be accompanied by a deposit of Ten Thousand Dollars (\$10,000) (the "Deposit") payable by wire transfer to counsel for the Debtor (or to such other qualified escrow agent as may be agreed by the Debtor and any prospective purchaser). Such deposit shall be retained and either: (i) applied toward the purchase price; (ii) be paid over as liquidated damages; or refunded; provided, however, that the application of the deposit as liquidated damages or the refund of the deposit shall require entry of an order by the Bankruptcy Court to effectuate such treatment.

(D) Auction.

(i) If, prior to the Bid Deadline, the Seller has received at least two Qualified Bids, the Seller shall conduct an auction (the "Auction") with respect to the Lease and provide to all Qualified Bidders the opportunity to submit additional bids at the Auction. The Auction shall take place no later than such date and time as is specified in the Sales Procedures Order, at 11350 Random Hills Rd., Suite 700, Fairfax, VA 22030 or such later time or other place as the Seller shall notify all Qualified Bidders who have submitted Qualified Bids and expressed their intent to participate in the Auction, as set forth above, but in no event shall the Auction occur later

than two Business Days prior to the Sale Hearing scheduled in the Bidding Procedures Order. Only Qualified Bidders will be eligible to participate at the Auction. At least two Business Days prior to the Auction, each Qualified Bidder who has submitted a Qualified Bid must inform the Seller whether it intends to participate in the Auction. The Seller shall provide or make available copies of any Qualified Bid(s) that the Seller believes are the highest or otherwise best offer(s) to all Qualified Bidders who intend to participate in the Auction at least one Business Day prior to the commencement thereof or as soon thereafter as is practicable.

(ii) Based upon the terms of the Qualified Bids received, the number of Qualified Bidders participating in the Auction, and such other information as the Seller determines is relevant, the Seller, in its sole discretion, may conduct the Auction in the manner it determines will achieve the maximum value for the Proposed Assets, provided that the Base Procedures are not modified. At the beginning of the Auction, a representative of the Seller shall announce the amount of the bid that is at such time determined by the Seller to be the highest and best bid. Thereafter, the following procedures (the "Base Procedures") shall apply to the bidding:

(a) all additional bids shall be in increments of not less than Five Thousand Dollars (\$5,000);

(b) any competing bid shall be accompanied by satisfactory evidence of committed financing or other ability to perform. The Seller may adopt such other rules for bidding at the Auction, that, in the Seller's business judgment, will better promote the goals of the bidding process and that are not inconsistent with any of the provisions of the Bidding Procedures, the Base Procedures, the Bankruptcy Code or any order of the Bankruptcy Court entered in connection herewith. Prior to the start of the Auction, the Seller will inform the Qualified Bidders participating in the Auction of the manner which the Auction will be conducted.

(iii) As soon as practicable after the conclusion of the Auction, the Seller, in consultation with its legal and financial advisors shall (a) review each Qualified Bid on the

factors affecting the speed and certainty of consummating the sale, and (b) identify the highest and best bid for the Proposed Assets (the "Successful Bid," and the bidder having submitted such bid, the "Successful Bidder") and, in the event that the sale to the Successful Bidder is not consummated, the next highest and best offer (the "Backup Bid", and such bidder, the "Backup Bidder"). At the Sale Hearing, the Seller shall present the Successful Bid to the Bankruptcy Court for approval. The Deposit submitted by the Successful Bidder, together with interest thereon, shall be applied against the payment of the cash portion of the consideration upon closing of the sale of the Lease to the Successful Bidder. If the Successful Bidder fails to consummate the purchase of the Proposed Assets due to the Successful Bidder's breach of its purchase agreement with the Seller, then the Seller shall retain the Deposit of such Successful Bidder as Liquidated Damages and continue with the sale of the Proposed Assets to the Backup Bidder. Upon the earlier of _____ or three Business Days after the closing of the sale of the Proposed Assets, any Deposit (y) not applied to the purchase of the Proposed Assets or (z) not retained by the Seller due to a breach by the Successful Bidder shall, together with interest, be returned to the appropriate bidders.

(iv) Following entry of the Sales Procedures Order, the Seller shall be obligated to conduct the sale of the Proposed Assets and the Auction in accordance with the terms and conditions of the Procedures without material deviation.

2. Hearing and Sale Free and Clear of Liens. A hearing shall be held before the Bankruptcy Court in Alexandria, Virginia on _____, 2018, for the purpose of entry of an order approving the sale of the Proposed Assets to the Prevailing Bidder. Sale of the Proposed Assets to or the Prevailing Bidder shall be free and clear of any and all liens, claims, encumbrances, rights or interests of any sort whatsoever.

3. Closing. The closing of the sale of the Assets to the Prevailing Bidder will occur at the office of counsel for the Debtor in accord with the Sales Procedures Order and the Sale Order. At the date, time, and place as designated in these Orders, the Prevailing Bidder shall make payment

for the Proposed Assets to counsel for the Debtor, or such other person as this Court may authorize, and the Debtor shall execute such documents and instruments as may be appropriate to transfer, sell, and assign any interest in the Proposed Assets. Counsel for the Debtor, or such other person or such other person as this Court may authorize to conduct the settlement may require that the purchase price be tendered by wire transfer.

4. Failure to Consummate Purchase. If for any reason the Prevailing Bidder fails to consummate a purchase of the Proposed Assets, or any part thereof, the offeror of the second highest and best Qualified Competing Bid for any of the same Proposed Assets will automatically be deemed to have submitted the highest and best Qualified Competing Bid.

5. Reservation of Rights; Deadline Extensions. The Debtor reserves its rights to (a) impose, at or prior to the Auction, additional terms and conditions on any sale consistent with the Bid Procedures Order; (b) extend the deadlines set forth in the Bidding Procedures, adjourn the Auction at the Auction and/or adjourn the Sale Hearing in open court without further notice; (c) withdraw from the Auction any or all of the Proposed Assets at any time prior to or during the Auction or cancel the Auction; (d) seek guidance or relief from the Bankruptcy Court as to any issues relating to the Auction; and (e) seek all relief the Debtor deems appropriate in connection with the Sale, the Debtor hereby reserving all rights not expressly waived herein.

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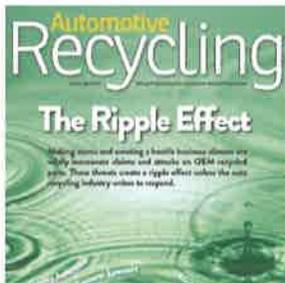
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