

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re: ) Chapter 11  
)  
Binita & Sapna Corp., ) 16-2143  
) Jointly administered  
Debtors. ) *Hon. Deborah L. Thorne*

**NOTICE OF MOTION**

To: See attached Service List

You are hereby notified that on September 6, at 9:30 a.m., or as soon after as I may be heard, I will appear before the Honorable Deborah L. Thorne or any other Judge who may be presiding in her place and stead, at 219 S. Dearborn Street, Chicago, Illinois Courtroom 613, and I will then and there present the attached: Debtors' Motion to Approve Sale of Assets Pursuant 11 U.S.C. § 363(b) and (f). You may appear and be heard on this matter at that place and time if you so desire.

/s/ Timothy C. Culbertson

CERTIFICATION OF SERVICE

I, the undersigned attorney, certify that I served those appearing on the attached Service List with a copy of this Notice and the Debtors' Motion to Determine Value of Secured Claim by causing the same to be delivered via the Court's CM/ECF system where indicated, and by placing the same in the U.S. Mail, first class postage prepaid, before the hour of 4:30 p.m. on this 17<sup>th</sup> day of August, 2016.

/s/ Timothy C. Culbertson

Timothy C. Culbertson  
ARDC No. 6229083  
1107 Lincoln Avenue  
Fox River Grove, Illinois 60021  
(847) 913-5945

**Service List**

Via CM/ECF:

Office of the U.S. Trustee  
USTPRegion11.ES.ECF@usdoj.gov

Edmond M Burke on behalf of Creditor  
Ridgestone Bank  
eburke@chuhak.com

Michael W Debre on behalf of Creditor  
Ridgestone Bank  
mdebre@chuhak.com,

Mitchell B. Katten on behalf of Creditor  
Grand Mannheim, LLC  
mkatten@kattentemplelaw.com

Jonathan Boulahanis  
on behalf of Southern Wine & Spirits  
jboulahanis@gordonrees.com

Via U.S. Mail:

Shaileshkumar Patel  
c/o Adam Augustyinski  
5850 W. Bryn Mawr Ave.  
Chicago, IL 60646

Happy Rock Merchant Solutions  
149 West 36th Street, 12<sup>th</sup> Floor  
New York, NY 10018

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re:	)	Chapter 11
	)	
Binita & Sapna Corp. and 1511 North Ave. Corporation,	)	16-2143
	)	Jointly Administered
	)	
Debtors.	)	<i>Hon. Deborah L. Thorne</i>

**MOTION TO APPROVE SALE OF ASSETS  
PURSUANT 11 U.S.C. § 363(b) and (f)**

The Debtors, Binita & Sapna Corp. and 1511 North Ave. Corporation, by and through their attorney, Timothy C. Culbertson, move this Court to issue an Order approving the sale of the assets of Binita & Sapna Corp. free and clear of all interests therein, pursuant to 11 U.S.C. § 363(b) and (f), and in further support hereof. State as follows:

1. On January 25, 2016 (“the Petition Date”), each of the Debtors filed a Voluntary Petition under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (“the Code”).

2. Each of the Debtors owns and operates a liquor store under the brand Foremost Liquors, and they both operate under the same management. The Debtors’ combined largest debt is held by Ridgestone Bank which has a cross-collateralized UCC security interest in the inventory, equipment, accounts and fixtures of the Debtors. Ridgestone’s combined claim is scheduled in the amount of \$711,690.

3. This Court has jurisdiction as to this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(N).

4. The Debtors have received a contract offer for the purchase of the assets of Binita & Sapna Corp., a true and correct copy of which is attached hereto as Exhibit A. The purchase price for the assets is \$275,000.00 plus the cost of inventory determined at the time of the closing of the sale. It is estimated currently that the inventory figure will be an additional \$150,000 to \$200,000.

5. Section 363 of the code provides in most relevant part as follows:

(b)(1) The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate, . . .

\* \* \* \* \*

(f) The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—

\* \* \* \* \*

(4) such interest is in bona fide dispute; or

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363.

Under Section 363 of Title 11, Congress gave trustees broad power to sell property of an estate and provided for the safeguarding of interests other than those of the bankruptcy estate. The section clearly indicates that the manner of sale is within the discretion of the Trustee and that any such sale is not a judicial sale as was the case under Section 70 of the Bankruptcy Act.

*In re Canyon Partnership*, 55 B.R. 520, 524 (Bankr. S.D. Cal. 1985).

6. Section 1107(a) of the United States Bankruptcy Code grants the Debtors, as debtors-in-possession, those same rights of a trustee serving in the matter under Chapter 11, with some exceptions not relevant to this Motion.

7. There are two entities that may claim an interest in the assets sought to be sold via this Motion: (a) Ridgestone Bank, and (b) Happy Rock Merchant Solutions (“Happy Rock”).

8. The Happy Rock claim stems from a pre-petition form of factoring agreement whereby the Debtors pledged future account receivables in exchange for loans from the factoring agent. The contracts themselves provide that they are not loans, but rather sales of future receivables income. Notwithstanding that the Debtors do not carry any account receivables, Happy Rock filed a UCC financing statement against each Debtor. The Debtors believe that any claim by Happy Rock to an interest in the assets sought to sold hereby is invalid on a number of bases. Most significantly, in order for their to be a perfected security interest under Illinois law, there needs to be **both** a proper security agreement (810 ILCS 5/9-201) and a recorded financing statement (810 ILCS 5/9-501). *See, generally, Allis-Chalmers Corp. v. Staggs*, 117 Ill. App. 3d 428, 453 N.E.2d 145 (5<sup>th</sup> Dist. 1983).

With regard to Section 363(f)(4) of the Code:

The standard adopted by the Seventh Circuit Court of Appeals states that courts must determine “whether there is an objective basis for either a factual or legal dispute as to the validity of the debt.” *In re Octagon Roofing*, 123 Bankr. 583, 590 (Bankr. N.D.Ill. 1991) (citing *In re Busick*, 831 F.2d 745, 750 (7<sup>th</sup> Cir. 1987)). Clearly this standard does not require the Court to resolve the underlying dispute, just determine its existence.

*In re Collins*, 180 B.R. 447, 452 (Bankr. E.D. Va. 1995). Contemporaneously herewith, the Debtors will be pursuing an adversary action in part contesting the validity of any claim by Happy Rock to an interest in the property sought to be sold hereby. As a hypothetical lien creditor whose lien was perfected at the time of the bankruptcy petition pursuant to Section 544(a) of the Code, the Debtors may avoid an improper lien claim. As there is no properly authenticated security agreement between Happy Rock and either of the Debtors, there can be no perfected security interest in the property at issue.

9. With regard to Ridgestone, although the fact that it has some interest in the property at issue, the Debtors are also currently pursuing an adversary action to determine the extent thereof. Further, the property at issue may be sold free and clear of Ridgestone's interest pursuant to Section 363(f)(5). Many courts have authorized such a sale and consequent lien extinguishment if the creditor could be crammed down pursuant to Section 1129(b)(2) of the Code. *See, Scherer v. Federal Nat'l Mortgage Ass'n (In re Terrace Chalet Apartments)*, 159 B.R. 82, 829 (N.D. Ill. 1993). The Debtors believe that the proposed sale satisfies the foregoing. In order to "cram down" a secured creditor under Section 1129(b)(2), that creditor must ultimately realize the amount of its claim in relation to the value of its interest in the property sought to be sold.

Accordingly, the Debtors propose to hold all funds received through the proposed sale in escrow with Ridgestone's lien to attach thereto pending the Court's determination as to (a) the extent of Ridgestone's security interest in the property, and (b) the value of that claim. The Debtors believe that determination will provide an amount due to Ridgestone from the proposed sale in less than the amount brought into the estate by the sale. Ridgestone believes it is entitled to all proceeds, and if the Court renders that decision, then all proceeds will be paid to Ridgestone. In either case, Ridgestone will have realized the indubitable equivalent of its interest in the property at issue, and Sections 1129(b)(2) and 363(f)(5) are satisfied.

Wherefore, the Debtors, Binita & Sapna Corp. and 1511 North Ave. Corporation, pray that the Court grant the relief requested hereby and issue an Order approving the sale of the assets of Binita & Sapna Corp. Free and clear of all interests of creditors pursuant to 11 U.S.C. § 363(b) and (f), and providing all further relief to the Debtors' favor as is just and equitable.

Binita & Sapna Corp. and 1511 North Ave.  
Corporation

/s/ Timothy C. Culbertson

Their Attorney

Timothy C. Culbertson  
ARDC No. 6229083  
1107 Lincoln Avenue  
Fox River Grove, Illinois 60021  
(847) 913-5945

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_th day of June, 2016, and is by and between BINITA & SAPNA, CORP., an Illinois corporation, and AKSHAY PATEL, an individual (collectively hereinafter referred to as the "Seller"), and VISHVA GROUPS, INC., an Illinois corporation, (hereinafter referred to as the "Buyer"). Seller and Buyer may individually be referred to herein as a "Party" and collectively as the "Parties".

RECITALS:

- A. Seller owns and operates a liquor store and convenience store business (the "Business") operating from the premises commonly known as 2729 N. Mannheim Road, Franklin Park, Illinois 60131 (the "Business Premises") operating under the trade names: FOREMOST LIQUOR.
- B. Seller has agreed to sell and Buyer has agreed to purchase the Business upon the terms and conditions set forth in this Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

1. SALE AND PURCHASE OF ASSETS

- 1.1 In consideration of the payment of the Purchase Price as prescribed in Article Four (4) below and other valuable consideration as set forth below, Seller agrees to sell and Buyer agrees to Purchase the following assets:
  - (a) All rights and interests of Seller in the Business;
  - (b) All trade fixtures, machinery, shelving, furniture, fixtures, and equipment owned by Seller and now located at the Business Premises and used in the ownership, operation and maintenance of the Business and Business Premises, including, but not limited to all items listed on Exhibit A, attached hereto;
  - (c) Liquor, grocery and other inventory of the stock in trade of the Business on hand at Closing ("Inventory"), to be counted professionally at the close of business on the day prior to Closing.
  - (d) Seller's rights in any telephone numbers used in the operation of the Business;
  - (e) The goodwill of Seller in the Business;
  - (f) All transferable rights and benefits in the lease or sublease of the Business

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Premises, including all right title and interest in any and all leasehold improvements to the Business Premises;

- (g) All transferable rights and benefits of any additional leases, agreements and contracts, warranties and guarantees, if any which Purchaser desires to assume in Purchaser's sole discretion;
- (h) All rights to the name "FOREMOST LIQUOR" or any derivation thereof, and any and all other assumed names of Seller in connection with the Business.
- (i) All intangible personal property used in the ownership and operation of the Business including, but not limited to advertising materials and listings, phone books listing, social media accounts, URLs, domain names and other intangible personal property.

All of the assets described in this Paragraph 1.1 are for convenience hereinafter collectively referred to as the "Purchased Assets."

2. EXCLUDED PROPERTY

2.1 The following assets ("Excluded Assets") are hereby specifically excluded from the purchase and sale contemplated by this Agreement:

- (a) All cash on hand and monies deposited in any business accounts, before the Closing;
- (b) Seller's personal property, if any, listed on the Schedule of Seller's Personal Property, as set forth on Exhibit A, attached hereto and made a part hereof;

3. ASSUMPTION OF LIABILITIES

3.1 Buyer shall assume the following Liabilities ("Assumed Liabilities")

- (a) Liability for service for the Business Telephone Numbers and for yellow pages advertising for the periods from and after the Closing, if any; and,
- (b) The buyer's Indemnification as set forth in Section Fifteen (15) shall apply to all Assumed Liabilities.

3.2 Except for Assumed Liabilities, Buyer does not assume, and shall not be responsible for, any other liabilities of Seller, including, but not limited to:

- (a) Any liabilities, including tax liabilities, wage claims or claims for accrued

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vacations or other employee benefits or employee rights, made by any employee for any period prior to the Closing;

- (b) Any claims or causes of action relating to services rendered by Seller or Seller's employees prior to the Closing;
- (c) All trade obligations payable to vendors for goods and/or services received and/or in place on or before the Closing;
- (d) All lease agreements, if any, arising prior to the Closing;
- (e) All utility charges and purveyor charges for services provided prior to the Closing; and,
- (f) All tax liabilities of Seller including, but not limited to, all sales taxes, income taxes, and unemployment contributions, state and local income tax and unemployment contributions, state and local income tax and transfer taxes resulting from the sale of Seller's Assets.

All such liabilities are deemed to be "Excluded Liabilities."

4. PURCHASE PRICE/PAYMENT OF PURCHASE PRICE

4.1 In consideration of the conveyance of the Purchased Assets, and subject to certain credit adjustment as provided herein, Buyer agrees to pay to Seller the sum of TWO HUNDRED SEVENTY FIVETHOUSAND and NO/100 (\$275,000.00) DOLLARS (the "Purchase Price"), plus the cost of Inventory payable as follows:

- (a) Payment of the sum of Ten Thousand and No/100 (\$10,000.00) (the "Earnest Money"), payable to Buyer's attorney for the mutual benefit of the parties, which funds shall be held in the Buyer's attorney's client fund account; and,
- (b) The cost of Inventory, to be counted professionally or in any other manner mutually acceptable to both parties, excluding any defective, expired or damaged inventory, to be transferred from Seller to Purchaser at an additional cost to Purchaser based on \_\_\_\_% of retail price for wine; \_\_\_\_% of retail price for beer; \_\_\_\_% of retail price for liquor; \_\_\_\_% of retail price for groceries and sundries; at Seller's cost for all tobacco products; and at Seller's cost for all other items. The cost of taking the inventory shall be paid by Seller.
- (c) Payment of the balance of the Purchase Price, subject to credits to Seller and Buyer and subject to withholding pursuant to a Stop Order (as defined hereunder) and the Holdback (as defined hereunder), shall be paid at Closing.

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4.2 The parties agree that the Purchase Price (less the cost of inventory) shall be allocated among the Purchased Assets as follows (to be determined prior to Closing):

A.	Equipment, Furniture, Trade Fixtures, Machinery, Fixtures, etc.	\$	_____
B.	Goodwill	\$	_____
C.	_____	\$	_____
	Total	\$	275,000.00

4.3 Intentionally Deleted.

4.4 Bulk Sales Release. In the event that a Bulk Sale Stop Order ("Stop Order") is issued by either the Illinois Department of Revenue or by the Illinois Department of Employment Security as of the Closing, the amount of the Stop Order shall be withheld by Seller's attorneys and deposited in their client funds account. Seller's attorney shall, upon receipt of the release of the Stop Order, be authorized to disburse the funds in the amount of the release to the Seller. In each instance, Seller's attorney shall be required to provide Buyer's attorney with notice of the intention to disburse the proceeds from the client account. In the event that Seller fails to pay the balance due pursuant to a Stop Order, and the governmental agency asserts a claim against Buyer, Seller's attorney shall be authorized to pay the amount due, up to the amount withheld, directly to the governmental agency in question.

4.5. Seller's indemnification, as set forth in Section Fourteen (14), shall apply to any of Seller's obligations to governmental agencies, including the Illinois Department of Revenue and the Illinois Department of Employment Security.

5. CLOSING/CLOSING DELIVERIES

5.1 Provided that all conditions precedent have been satisfied, the transaction contemplated by this Agreement shall close (the "Closing") fifteen (15) days after satisfaction or waiver of all conditions and contingencies set forth herein, at a time and location mutually agreeable to the parties.

5.2 At closing, Seller shall deliver the following:

- (a) A Warranty Bill of Sale, providing for the transfer to Buyer of all Purchased Assets, including a separate Bill of Sale for any and all Inventory, to be transferred free and clear of all liens, claims, charges,

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financing statements and encumbrances;

- (b) Stop Orders from the Illinois Department of Revenue (Sales and State Income Taxes), if received, and a Clearance Letter from the Illinois Department of Employment Security (State Unemployment Compensation);
- (c) UCC searches of records of the Secretary of Illinois, of Seller, reflecting clear title of all Purchased Assets, except for those liens which will be satisfied from the distribution of sale proceeds;
- (d) An Assignment of the right to use the trade names "FOREMOST LIQUOR" and an assignment of any and all Business telephone numbers, agreements and contracts, warranties and guarantees, all of intangible personal property as indicated above;
- (e) Keys to the Business Premises;
- (f) A termination of the Lease to the Business Premises of Seller;
- (g) A resolution from the directors of Seller authorizing the transactions contemplated under this Agreement,
- (h) A duly executed covenant not to compete with terms as set forth in this Agreement;
- (i) Such other documents as may be reasonably required by Buyer to consummate the transaction contemplated by this Agreement.

5.3 At Closing, Buyer shall deliver the following documents:

- (a) A certified or cashier's check payable to the Seller, for the cash balance of the Purchase Price due Seller pursuant to this Agreement, plus the cost of inventory as determined herein;
- (b) A resolution from the directors of Buyer authorizing the transactions contemplated under this Agreement;
- (c) Such other documents as may be reasonably required by Seller to consummate the transaction contemplated by this Agreement.

6. CONDITIONS PRECEDINT TO CLOSING

6.1 Buyer's obligation to proceed with the transaction is contingent upon the following conditions (the "Conditions Precedent"):

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- (a) Seller warrants that it has a valid and operating liquor license from the appropriate agency for the purpose of selling liquor at the Business. As a condition to closing this transaction, Buyer and Seller agree and acknowledge that Buyer shall use its best efforts to apply for a liquor license for the operation of the Business. If Buyer is unable to obtain a license to sell liquor at the Business for any reason whatsoever, Buyer may cancel its obligations under this Agreement and be entitled to a refund of the earnest money and any accrued interest thereon.
- (b) Seller warrants that it has a valid and operating license from the appropriate agency for the sale of lotto and for the purpose of selling tobacco products at the Business. As a condition to closing this transaction, Buyer and Seller agree and acknowledge that Buyer shall use its best efforts to apply for a tobacco license and lotto license for the sale of tobacco products and lotto at the Business. If Buyer is unable to obtain a license for the sale of tobacco at the Business for any reason whatsoever, Buyer may cancel its obligations under this Agreement and be entitled to a refund of the earnest money and any accrued interest thereon.
- (c) Buyer and Seller hereby agree and acknowledge Seller does not own the Business Premises and is currently a lessee of the Business Premises pursuant to a lease agreement with the owner of the Business Premises ("Lease"). Prior to Closing, Buyer shall enter into a new Lease with the landlord of the Business Premises ("Landlord") upon such terms that Buyer shall find acceptable in Buyer's sole discretion. If the Landlord and Buyer do not finalize and enter into a new Lease, Buyer may cancel this Agreement and be relieved of all its obligations hereunder.
  - a. Seller agrees to introduce Buyer to the Landlord no later than five (5) business days from the date hereof.
- (d) Seller shall provide evidence of clearance to Buyer from any regulatory agencies concerning the business, including, but not limited to a release from the Illinois Department of Revenue (Sales and State Income Taxes), a Clearance Letter from the Illinois Department of Employment Security (State Unemployment Compensation) showing no outstanding liabilities owed to either department.
- (e) Seller shall provide Buyer with copies of any violation notices from the municipality; if an inspection is required by the municipality for Buyer to occupy the Business Premises, the cost of inspection and remediation/repair related to any violations shall be paid by Seller, and final approval by the municipality.
- (f) Within five (5) days from the date hereof, Seller shall make available to Buyer all of its business records including tax returns for the previous 3

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years and daily sales figures for the previous year as well as all contracts, agreements, and other document pertaining to the Business. In addition, Seller shall permit Buyer and its agents to participate in the daily operation of the Business for training purposes and for due diligence for a period of thirty (30) days at any time prior to Closing. Seller shall obtain any and all consent required from the Landlord of the Business Premises to permit Buyer to enter the Business Premises for the purpose of training and due diligence. Buyer warrants that it shall not interfere with the Business. Prior to Closing, if Buyer, in its sole discretion, determines that the business records and business operations do not meet the Buyer's criteria for purchase, financing or operation of the Purchased Assets, Buyer may cancel the Agreement by written notice to Seller, and be entitled to the return of all monies.

- (g) Prior to or simultaneously with the Closing, Seller and each of Seller's shareholders, officers and directors enters into an agreement agreeing that it shall not, for a period of three (3) years from the date of Closing, directly or indirectly own, operate, manage or otherwise participate in the ownership of a liquor store within five (5) miles of the Business Premises.
- (h) Closing shall be subject to the approval of any Chapter 11 Bankruptcy Court that asserts any jurisdiction with respect to the Purchased Assets. Such approval shall provide express assurances to Buyer that all liens, claims, encumbrances in connection with the Purchased Assets, the Seller or the Business shall be paid in full or released. If Buyer, in its sole discretion, is not satisfied with such assurances, the Buyer shall have the right to cancel the agreement and a return of all monies held as earnest money. In the even Buyer incurs reasonable costs and attorneys' fees in connection with the Chapter 11 Bankruptcy Case referenced herein, Seller shall reimburse Buyer for its costs and attorneys' fees at Closing as an express condition to Closing.

6.2 In the event that Buyer is unable to satisfy the Conditions Precedent prior to Closing within the time set forth above, and Buyer notifies Seller of that fact in writing, then this Agreement shall be null and void and all monies tendered by Buyer to Seller shall be refunded to Buyer.

7. OPERATION OF BUSINESS PRIOR TO CLOSING

- 7.1 From the date of this Agreement until Closing, Seller shall:
- (a) Operate the Business in accordance with current business practices and maintain all Purchased Assets in their present condition, ordinary wear and tear excepted;
  - (b) Not sell, lease, mortgage, encumber or otherwise transfer any purchased Assets, except for nominal assets consumed in the ordinary course of

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business; and,

- (c) Not execute any leases or other agreements or renewals thereof with respect to the operation of the Business.

8. REPRESENTATION AND WARRANTIES OF SELLER

8.1 Seller hereby represents and warrants to Buyer the following matters, each of which is represented and warranted to be true and correct as of the date hereof and as of the Closing:

- (a) The execution and delivery of this Agreement and the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of Seller.
- (b) Seller is in compliance with all of the conditions and terms of any governmental authority regarding the business and premises through the date of the Closing;
- (c) Seller is not subject to any restrictions, agreements, laws, judgments or decrees prohibiting the execution, delivery and performance of this Agreement;
- (d) All equipment used by Seller in the operation of its business is in good operating condition and Seller knows of no defect or malfunction in the equipment which has not been remedied by qualified personnel;
- (e) Seller has good and marketable title to all of the Purchased Assets, which shall at Closing be free and clear of all liens, claims, charges, financing statements and encumbrances;
- (f) Seller has filed all Federal, state and local tax returns, (the "Tax Returns") with respect to any Federal, state or local tax assessment, interest penalties, fees, or other governmental charges or impositions, social security, payroll, sales and use, excise privilege, property, ad valorem, franchise license, school or other tax or governmental charge or imposition under the laws of the United States or the State of Illinois, and all such Tax Returns properly reflect the liabilities of Seller for taxes for the periods and properly or events covered thereby. Seller has made all deposits required by law to be made with respect to employee withholding or other employment taxes, including without limitation, the portion of such deposits relating to taxes imposed by Seller. Seller has paid all taxes reflected as due and payable with the Tax Returns and has not received any notice of assessment or proposed assessment in conjunction with any tax returns filed by Seller;

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- (g) There are no actions, suits or proceedings pending or, to the knowledge of Seller, threatened against Seller, or that may result in any impairment of the right of Seller to use its corporate name, or any trade name, trademark or logo does not infringe upon the rights of any third party in any jurisdiction in which Seller currently conducts its business;
- (h) No litigation, including any arbitration, investigation, or other proceeding of or before any court, arbitrator or governmental or regulatory official, to the best knowledge of Seller, is threatened against Seller or which relates to the assets of Seller or the transactions contemplated by this Agreement; and,

8.2 All representations and warranties by Seller herein or in any document delivered hereunder shall survive the Closing.

9. REPRESENTATION AND WARRANTIES OF BUYER

9.1 Buyer hereby represents and warrants to Seller the following matters, each of which is represented and warranted to be true and correct as of the date hereof and as of the Closing:

- (a) Buyer is duly authorized to execute and deliver this Agreement, perform the covenants on its part contemplated hereby and execute and deliver all documents and instruments to be executed and delivered by Buyer pursuant hereto; and,
- (b) Buyer is not subject to any restrictions, agreements, laws, judgments or decrees which would prohibit or be violated by the execution, delivery and performance of this Agreement.

10. POST-CLOSING TRAINING AND HOLDBACK

Seller agrees to provide its services and full support after the Closing Date for a period of three (3) months to assist Buyer and Buyer's designated parties and employees in training and the transition of the Business. At Closing, Twenty Five Thousand and 00/100 Dollars (\$25,000.00) shall be held in a joint order escrow with Pan Real Estate, LLC to fulfill Seller's obligations under this paragraph.

11. DEFAULT

11.1 If either party to this Agreement fails to perform any of its obligations hereunder (such party hereinafter referred to as the "Defaulting party"), the other party shall have the right to give the Defaulting Party notice (the "Notice of Default") specifically setting forth the nature of the default. If Defaulting Party does not cure all such defaults within a five (5) business day period, the Defaulting party has not commenced in good faith the curing of such with diligence and continuity

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the curing thereof within thirty (30 days), then the other party shall have the right to pursue all remedies available to it at law or in equity.

12. **BROKER OR FINDER'S FEE**

Each of the parties does hereby indemnify and hold the other harmless from and against any and all loss, judgments, expenses and costs, including reasonable attorneys fees which may result from or arise in connection with any and all claims, actions, demands or lawsuits, made or filed by any broker or finder for any commission or fee relating to this transaction. The parties agree that Buyer shall not be obligated to pay any commissions or fees to any broker engaged by Seller, and that Seller shall be solely responsible for payment of any and all commissions and fees of its broker, if any. Buyer and Seller represent and warrant that other than Pankaj Patel, there is no other broker or finder for any commission or fee relating to this transaction.

13. **SELLER'S INDEMNIFICATION**

13.1 Seller, jointly and severally, agrees to indemnify, protect, defend and Buyer harmless from and against any all claims, liabilities, debts, obligations, causes of actions, costs, and attorney's fees in any manner arising out of or connected with: i) breach of any of the covenants, obligations, representations and warranties of Seller under this Agreement; and ii) the operation of the Business up to and including the day of Closing. The indemnification shall include all claims including, by way of illustration and not limitation, obligations or undertakings due to suppliers or vendors of Seller for services or products sold to Seller prior to the Closing, claims by any governmental agency for unpaid taxes, assessments, penalties or interest assessed against Seller, claims made by employees for worker's compensation, unemployment compensation, claims or contributions or any other claims arising out of or connected with Seller's operation of the business up to and including the date of Closing.

13.2 In the event Seller or Buyer receives notice of any claim covered by this indemnity, Buyer agrees to promptly forward a copy of the claim to Seller. In the event that any claim is covered by this indemnity as asserted against Buyer and Buyer is ultimately required to pay the claim, the Buyer shall have the right to select its own legal counsel in conjunction with the defense of a claim, but only after such time as it is apparent that Seller is unable to resolve the dispute without litigation.

14. **BUYER'S INDEMNIFICATION**

14.1 Buyer agrees to indemnify, protect and save Seller harmless from and against any and all claims in arising out of or connected with any of the assumed liabilities as set forth in Article 3.1 above.

14.2 In the event Seller or Buyer receives notice of any claim covered by this

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indemnity, each party agrees to promptly forward a copy of the claim to the other party. The indemnified party shall have the right to select its own legal counsel in conjunction with the defense of a claim, but only after such time as it is apparent that indemnifying party is unable to resolve the dispute without litigation.

15. NOTICES

15.1 Any notice, communication or demand by either party to the other shall be in writing and shall be deemed to have been given (i) if and when personally delivered; (ii) upon receipt of a notice sent by a national recognized overnight courier service; or (iii) upon the third (3<sup>rd</sup>) business day after being deposited in the united States Mail, first class in an addressed, postage prepaid envelope and delivered to the below-listed addresses; and by (iv) true and accurate facsimile copies sent during regular business hours of 8:00 am and 6:00 pm with facsimile transmission confirmation reports as proof of delivery;

If to BUYER: VISHVA GROUPS, INC.  
1969 Blue Heron Circle  
Bartlett, IL 60103

With copy to:

Buyer's Attorney: Jayal Amin, Esq.  
Amin Law Offices, Ltd.  
1900 E. Golf Road – Suite 1120  
Schaumburg, Illinois 60173  
Fax: 847-232-9303

If to SELLER: Binita & Sapna Corp., c/o Akshy Shah  
\_\_\_\_\_  
2729 Mannheim Road  
\_\_\_\_\_  
Franklin Park, IL 60131  
\_\_\_\_\_

With copy to:

Seller's Attorney: \_\_\_\_\_  
Timothy C. Culbertson  
\_\_\_\_\_  
1107 Lincoln Ave.  
\_\_\_\_\_  
Fox River Grove, IL 60021  
\_\_\_\_\_  
Fax No. (847) 574-8220

15.2 Notices sent to "Copy to" addressees are for courtesy only and the failure to send a copy to that addressee shall not invalidate the service of the Notice.

15.3 Any party may change an address to which notice is to be sent by serving a notice in conformity with the provisions of this Section 16.

BUYER JR Patel

SELLER AS

16. MISCELLANEOUS

- 16.1 Amendment to Agreement. This Agreement may not be amended except by a writing executed by each of the parties hereto.
- 16.2 Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties and the exhibit attached hereto and other writings referred to herein contain the entire understanding of the parties with respect to the subject matter hereof.
- 16.3 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 16.4 Severability. If any term, condition or provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement, other than such term, condition or provision, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.
- 16.5 Non-Assignability. This Agreement is not assignable by either party without first receiving the prior written consent of the other party.
- 16.6 Illinois Law. This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Illinois.
- 16.7 Section Headings. The section headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.
- 16.8 Expenses. Each party hereto shall pay and be responsible for the costs and expense, including, without limitation, attorney's and accountant's fees, incurred by such party in conjunction with this transaction.
- 16.9 Jurisdiction. The parties agree that any lawsuit related to this Agreement shall be litigated in the Circuit Court of Cook County, Illinois and the parties hereby consent to personal and subject matter jurisdiction in Cook County, Illinois. The prevailing party in any lawsuit brought for breach of this agreement shall be reimbursed for attorney fees, expenses and costs associated with the lawsuit.

IN WITNESS WHEREOF, each of the parties have executed this Agreement in multiple counterparts on the day and date first above written.

BUYER

JF Patu

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SELLER

AS

SELLER:

BUYER:

BINITA & SAPNA CORP.,  
an Illinois corporation

VISHVA GROUPS, INC.,  
an Illinois corporation

By: Atishay A. Shah  
Name: Atishay A. Shah  
Its: Managing Member  
and individually

By: JR Patel  
Name: Jalpa Patel.  
Its: \_\_\_\_\_

BUYER JR Patel

SELLER AS

EXHIBIT "A"

Personal Property

Excluded Property

BUYER

JK Paty

SELLER

AS