

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-2(c)	
SHAPIRO, CROLAND, REISER APFEL & DI IORIO, LLP John P. Di Iorio, Esq. 411 Hackensack Avenue Hackensack, NJ 07601 (201) 488-3900 Proposed Attorneys for Debtor	
In Re: JOVAN SKEPAROSKI, Debtor.	Chapter 11 Proceeding Case No. 17-33512(VFP) Hon. Vincent F. Papalia, U.S.B.J. Hearing Date: December 19, 2017 at 10:00 a.m.

**NOTICE OF DEBTOR'S MOTION FOR ENTRY OF AN ORDER AUTHORIZING
A SALE OF CERTAIN OF DEBTOR'S MEMBERSHIP INTERESTS
PURSUANT TO 11 U.S.C. §§ 363(b),(f) AND (m)**

TO: ALL PERSONS ON THE ANNEXED SERVICE LIST

PLEASE TAKE NOTICE that on December 19, 2017 at 10:00 a.m., or as soon thereafter as counsel may be heard, the undersigned proposed counsel for Jovan Skeparoski ("Debtor"), will move before the Honorable Vincent F. Papalia, United States Bankruptcy Judge, at the United States Bankruptcy Court, District of New Jersey, Martin Luther King, Jr. Federal Building and Courthouse, 3rd Floor, 50 Walnut Street, Newark, New Jersey 07102, for entry of an order pursuant to 11 U.S.C. §§363(b),(f) and (m) authorizing the sale of certain of Debtor's membership interests to his father, Zlatan Skeparoski, for the sum of \$366,000 in accordance with the Membership Purchase Agreement attached to the motion as Exhibit A (the "Zlatan Contract") and granting such other relief as the Court deems just and proper.

PLEASE TAKE FURTHER NOTICE that the proposed sale shall be free and clear of liens, claims, interests and encumbrances of any kind or nature, with all such interests to attach to the proceeds of sale.

PLEASE TAKE FURTHER NOTICE that Debtor shall rely upon the annexed motion and the declarations of Debtor and Zlatan Skeparoski in support of the requested relief. A proposed order granting the requested relief is also submitted herewith.

PLEASE TAKE FURTHER NOTICE that, in accordance with D.N.J. LBR 9013-1(d), any responsive papers to the Motion must be filed with the Clerk of the United States Bankruptcy Court, with a copy served simultaneously upon the law firm of Shapiro, Croland, Reiser, Apfel & Di Iorio, LLP, Continental Plaza II, 411 Hackensack Avenue, Hackensack, New Jersey 07601, Attn: John P. Di Iorio, Esq., at least seven (7) days prior to the date of the hearing on this motion. In the event no pleading is filed in response to this motion, the motion shall be deemed uncontested on the return date and the relief sought may be granted at the Court's discretion;

PLEASE TAKE FURTHER NOTICE that Debtor requests oral argument on the return date of this motion.

PLEASE TAKE FURTHER NOTICE that any party desiring to make a higher offer on the same terms and conditions as in the Zlatan Contract must at or prior to the hearing:

- a. provide evidence of financial ability to close the transaction; and
- b. upon approval of its bid by the Court execute a Membership Purchase Agreement in the form of the Zlatan Contract.

PLEASE TAKE FURTHER NOTICE that in the event that any higher or better offers are made at or before the hearing an auction will be conducted at the United States Bankruptcy Court at the address set forth above on the date and at the time of the hearing and qualified bidders who have complied with the foregoing will be permitted to bid at the hearing in increments of \$5,000.

**SHAPIRO, CROLAND, REISER
APFEL & DI IORIO, LLP**
Proposed Attorneys for Debtor

By: 

John P. Di Iorio

Dated: November 28, 2017

SERVICE LIST

American Express
P.O. Box 1270
Newark, NJ 07101

BMO Transportation and Finance
BMO Harris Bank
P.O. Box 71951
Chicago, IL 60694

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711 Route 10 East
Suite 201
Randolph, NJ 07869
Attorneys for Irina Skeparoska

Bruce D. Gordon, Esq.
Bruce D. Gordon LLC
2050 Center Avenue – Suite 560
Fort Lee, New Jersey 07024
Attorneys for Columbia Bank

Daimier Trade Financial
13650 Heritage Parkway
Fort Worth, TX 76177

Richard Honig, Assignee
for Z&J Corporation
Hellring Lindeman Goldstein & Siegal LLP
1 Gateway Center
Newark, NJ 07102

Kuiken Brothers
P.O. Box 1040
Fair Lawn, NJ 07410

Internal Revenue Service
Special Procedures
955 S. Springfield Avenue
Springfield, NJ 07081

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101

Nationwide Logistic Services, Inc.
7223 South Kingery Highway
Willowbrook, IL 60527

NJ Attorney General
25 Market Street
P.O. Box 112
Trenton, NJ 08625-0112

Office of the United States Trustee
One Newark Center
Suite 2100
Newark, NJ 07102

PNC Bank
P.O. Box 856177
Louisville, KY 40285-6177

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Kenvil, NJ 07487

Sun Trust Mortgage
P.O. Box 79041
Baltimore, MD 21279

State of New Jersey
Treasury Div. of Taxation
P.O. Box 666
Trenton, NJ 08646-0666

U.S. Attorney
970 Broad Street
Newark, NJ 07102

US Bank
P.O. Box 790179
Saint Louis, MO 63179

Z&J Properties LLC
465 US Highway 46
P.O. Box K
Kenvil, NJ 07847

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-2(c)	
SHAPIRO, CROLAND, REISER APFEL & DI IORIO, LLP John P. Di Iorio, Esq. 411 Hackensack Avenue Hackensack, NJ 07601 (201) 488-3900 Proposed Attorneys for Debtor	
In Re:	Chapter 11 Proceeding
JOVAN SKEPAROSKI,	Case No. 17-33512(VFP)
Debtor.	Hon. Vincent F. Papalia, U.S.B.J.
	Hearing Date: December 19, 2017 at 10:00 a.m.

**MOTION OF DEBTOR FOR ENTRY OF AN ORDER AUTHORIZING
A SALE OF CERTAIN OF DEBTOR'S MEMBERSHIP INTERESTS
PURSUANT TO 11 U.S.C. §§ 363(b), (f) and (m)**

Jovan Skeparoski ("Debtor") moves for entry of an order pursuant to 11 U.S.C. §§ 363(b), (f) and (m) authorizing Debtor to sell his fifty (50%) percent membership interest in Z&J Properties, LLC and his fifty (50%) percent interest in 21 Summit Avenue, LLC (collectively the "Membership Interests") and, in support thereof, says:

I. PRELIMINARY STATEMENT

1. Debtor seeks the entry of an order authorizing Debtor to sell his right, title and interest in the Membership Interests to his father, Zlatan Skeparoski ("Zlatan"), the other fifty (50%) percent owner of Z&J Properties, LLC ("Z&J") and 21 Summit Avenue, LLC ("Summit") for the aggregate sum of \$366,000 pursuant to the terms of the Membership Purchase Agreement annexed hereto as Exhibit A (the "Zlatan Contract") or to such other person who may make a

higher or better offer on the terms set forth in the Zlatan Contract, at or before the hearing on this motion and who has demonstrated a financial ability to close the transaction on or before the hearing on this motion.

2. The Court has jurisdiction over the motion pursuant to 28 U.S.C. § 1334. This is a “core” proceeding pursuant to 28 U.S.C. §157(b)(2)(A), (M) and (O). Venue is proper in this Court pursuant to 28 U.S.C. §§1408 and 1409.

II. BACKGROUND

3. On November 20, 2017 (the “Petition Date”), Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

4. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, Debtor is in possession of his properties and continues to manage his financial affairs as a debtor-in-possession.

5. Debtor’s bankruptcy filing was precipitated by the cessation of operations by Z&J Corporation, a company engaged in the construction business which is wholly owned by Debtor, from which Debtor derived his income. Debtor has recently received an offer of employment which will pay him \$2,400 per week.

6. Furthermore, Debtor is a party to a matrimonial action. Pursuant to an order entered on July 21, 2017, among other things, Debtor was ordered to pay unallocated, non-taxable, *pendente lite* support in the monthly amount of \$19,498.50 beginning in January 2017. Debtor did not and does not have the means to pay such amount from his earnings. As a result, although Debtor paid what he could from his income, he could not pay the *pendente lite* amount ordered and fell in arrears. Debtor has filed an appeal of the July 21, 2017 *pendente lite* support order. That appeal is currently pending.

III. THE MEMBERSHIP INTERESTS

7. Z&J is a real estate holding company. It owns the following properties:

<u>Address</u>	<u>Type of Property</u>
62 Fournier Crescent Elmwood Park, New Jersey	Residential ½ duplex
181 Banta Avenue Garfield, New Jersey	2 family home
465 U.S. Highway 46 Kenvil, New Jersey	990 square foot commercial property
12 Washington Place Garfield, New Jersey	Residential duplex

8. Summit owns a commercial property consisting of approximately 3,700 square feet located at 21 Summit Avenue, Elmwood Park, New Jersey.

9. Prior to the Petition Date, Bederson LLP prepared a fair market valuation of Debtor's minority, non-marketable fifty (50%) percent membership interest in Z&J. Bederson LLP concluded that such interest had a fair market value of \$285,000 as of November 1, 2017. A copy of the Bederson report is annexed hereto as Exhibit B.

10. Similarly, prior to the Petition Date, Bederson LLP prepared a fair market valuation of the Debtor's minority, non-marketable fifty (50%) percent membership interest in Summit. Bederson LLP concluded that Debtor's membership interest in Summit had a fair market value of \$81,000 as of November 1, 2017. A copy of the Bederson report is annexed hereto as Exhibit C.

III. BASIS FOR REQUESTED RELIEF

11. Section 363(b) of the Bankruptcy Code provides as follows:

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

11 U.S.C. §363(b)(1).

12. Although the Bankruptcy Code contains no guidance regarding the circumstances under which a sale of assets can be approved (except that notice and a hearing must be provided), the United States Court of Appeals for the Third Circuit in the seminal case of In Re Abbotts Dairies of Pennsylvania, Inc., 788 F.2d 143, 149-150 (3d Cir. 1986) interpreted section 363(b) to require a finding by the bankruptcy court that the purchaser of a debtor's assets is a good faith buyer and that the sale is for value and justified by a sound business purpose.

A. The Sale Of The Membership Interests Is Justified By A Sound Business Purpose.

13. In this matter, although Debtor disputes the amount of support awarded *pendente lite* and has appealed such determination, his only current available means to provide any support payments is to orderly liquidate his assets. The purchaser is prepared to pay the fair value of the Membership Interests as determined by Bederson LLC. Thus, in the exercise of his business judgment, Debtor has determined that a sale of the Membership Interests is appropriate and in the best interests of the Debtor's estate and creditors.

14. Without a sale of Debtor's Membership Interests, Debtor will not have sufficient funds necessary to meet his post-petition support obligations while Debtor pursues an appeal of the *pendente lite* support order and the final support amount is determined by settlement or at trial in the matrimonial action.

B. The Sale Is For Value And In Good Faith.

15. Bederson LLP has objectively valued the Membership Interests which are minority, non-marketable interests.

16. The market for such interests is necessarily limited by the fact that, pursuant to N.J.S.A. 42:C-42(b), a transferee of the Membership Interests is not entitled to participate in management of the entities and, subject to an exception inapplicable here, not entitled to access to records or other information concerning the entities. Instead, any transferee is entitled solely to receive distributions the transferor would otherwise be entitled to receive.

17. As set forth in the Bederson reports, the entities do not historically generate cash available for distribution, thus negating the prospects of anyone other than the other current member of the entities making an offer to acquire the minority, non-marketable interests that carries with them only economic rights and no management attributes.

18. As set forth in the declaration of Debtor and the declaration of Zlatan attached hereto as Exhibits D and E, respectively, other than the terms and conditions set forth in the Zlatan Contract, there exists no agreements either written or oral between Zlatan and Debtor. In addition, Zlatan has had no discussions with, and no agreement exists, with any other prospective bidder regarding the Membership Interests. Accordingly, the Debtor submits that the sale is made in good faith and for value to Zlatan or such other party making a higher offer on the same terms and conditions set forth in the Zlatan Contract who has demonstrated the financial wherewithal to close the transaction.

C. The Sale Of The Membership Interests Free And Clear Of Liens, Claims And Interests Is Authorized By Section 363(f) of the Bankruptcy Code.

19. In accordance with section 363(f) of the Bankruptcy Code, a debtor-in-possession may sell property under section 363 free and clear of any interest in such property of an entity other than the estate if one of the following conditions is satisfied:

(a) applicable nonbankruptcy law permits the sale of such property free and clear of such interest;

(b) such entity consents;

(c) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

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

(e) such entity can be compelled in a legal or equitable proceeding to accept a money satisfaction of such interest.

11 U.S.C. §363(f).

20. Here, Debtor does not believe there are any liens against the Membership Interests.

21. Alternatively, to the extent any valid lien holders exist, one or more of the criteria of section 363(f) will be satisfied. Specifically, any valid lien holder that exists will be adequately protected by having its lien, if any, attach to the net cash proceeds of the sale of the Membership Interests after costs of sale in the same order of priority, and with the same validity, force and effect that such creditor had prior to the sale, subject to any claims and defenses that the Debtor and his estate may possess with respect thereto. Accordingly, section 363(f) authorizes the transfer and conveyance of the Membership Interests free and clear of all liens, claims and interests.

NOTICE

D. The Purchaser Is A Good Faith Purchaser And Is Entitled To The Protection Of Section 363(m) Of The Bankruptcy Code.

22. Debtor requests that the Court find that the purchaser is entitled to the full protections of section 363(m) of the Bankruptcy Code. Section 363(m) provides that:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section for the sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal unless such authorization and such sale or lease are stayed pending appeal.

11 U.S.C. §363(m).

23. The Third Circuit has held that “the misconduct that would destroy a purchaser’s good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders, or the trustee, or an attempt to take grossly unfair advantage of other bidders.” Abbotts Dairies, supra, at page 147.

24. As set forth in the Declarations of Debtor and Zlatan, in this case there is absolutely no collusion or undisclosed agreement between the Debtor and the purchaser, nor the purchaser and other bidders.

25. Debtor has provided notice of this motion to: (a) The Office of the United States Trustee; (b) all creditors; and (c) any party in interest that has filed a Notice of Appearance or Request for Service of Documents in this case.

WHEREFORE, Debtor respectfully requests entry of the accompanying order authorizing Debtor to sell the Membership Interests in accordance with the Zlatan Contract, or to such other party making a higher offer on the same terms and conditions set forth in the Zlatan Contract who has furnished Debtor with evidence of the financial ability to consummate the transaction, free and clear of all liens, claims, interests and encumbrances pursuant to 11 U.S.C. §§363(b), (f)

and (m) of the Bankruptcy Code and granting Debtor such other and further relief as is just and proper.

Dated: November 28, 2017

SHAPIRO, CROLAND, REISER,
APFEL & DI IORIO, LLP
Proposed Attorneys for Debtor

By: 
John P. Di Iorio

EXHIBIT A

MEMBERSHIP PURCHASE AGREEMENT

This Membership Purchase Agreement dated as of this 28th day of November, 2017 by and between Jovan Skeparoski, an individual with an address at 12A Washington Place, Garfield, New Jersey 07026 (the "Seller") and Zlatan Skeparoski, with an address at 21 Cherbourg Road, Parsippany, New Jersey 07054 (the "Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of: (i) a fifty (50%) percent membership interest in Z&J Properties, LLC, a New Jersey limited liability company ("Z&J"), and (ii) a fifty (50%) percent membership interest in 21 Summit Avenue, LLC, a New Jersey limited liability company ("Summit"); and

WHEREAS, Seller is the debtor in a certain Chapter 11 Bankruptcy Proceeding in the United States Bankruptcy Court, District of New Jersey, Case No. 17-33512 (the "Bankruptcy Proceeding"); and

WHEREAS, Seller wishes to sell and the Purchaser wishes to purchase all of the Seller's membership interest in Z&J and Summit (together, the "Companies"), subject to the terms and conditions of this Agreement, and subject to the entry of an approval order by the Bankruptcy Court in the Bankruptcy Proceeding, as more particularly provided herein;

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

1. PURCHASE:

Subject to the terms and conditions of this Agreement, the Seller agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Seller the Seller's entire fifty (50%) percent membership interest in the capital, profits and losses of both Companies (collectively, the "Purchased Interests") without any representations or warranties of any kind, other than as expressly set forth in the Assignments of Membership Interest annexed hereto as Exhibit A.

2. PURCHASE PRICE:

The purchase price for the Purchased Interests shall be a total of Three Hundred Sixty-Six Thousand (\$366,000) Dollars, allocated as follows: (i) Two Hundred Eighty-Five Thousand (\$285,000) Dollars of the purchase price shall be allocated to Seller's membership interest in Z&J; and Eighty-One Thousand (\$81,000) Dollars shall be allocated to Seller's membership interest in Summit. The purchase price shall be payable at Closing in one lump sum by a bank or cashier's check or by wire transfer.

3. BANKRUPTCY APPROVAL ORDER:

The Seller's obligations hereunder are subject to Seller obtaining from the Bankruptcy Court in the Bankruptcy Proceeding an order permitting the sale and assignment of the Purchased

Interests from Seller to Purchaser, free and clear of all liens, claims and encumbrances pursuant to 11 USC §363 (the "Approval Order"). The Approval Order shall additionally provide that the transfer of the Purchased Interests is not subject to the requirements of the New Jersey Bulk Sales Act (N.J.S.A. 54:50-38).

4. REPRESENTATIONS:

4.1 Seller hereby represents to Purchaser as follows:

(a) Subject to entry of the Approval Order, Seller is an individual with full power and authority to enter into this Agreement and to assume and perform all of Seller's obligations hereunder.

(b) Seller is the sole owner of the Purchased Interests and has not assigned, transferred, encumbered, or sold the Purchased Interests to any other party.

(c) Pursuant to the Approval Order, the Purchased Interests shall be transferred hereunder free and clear of all liens, claims and encumbrances.

(d) The execution and delivery of this Agreement by the Seller is not prohibited, limited by, in conflict with, nor will it result in a breach of the terms, conditions, or provisions of any agreement to which Seller is a party including any Operating Agreements for the Companies.

4.2 Purchaser hereby represents and acknowledges to Seller as follows:

(a) Purchaser is an individual with full power and authority to enter into this Agreement and to assume and perform all of Purchaser's obligations hereunder.

(b) Purchaser is currently the only other member in the Companies other than Seller, and as such, is fully familiar with the assets and liabilities of the Companies.

(c) Purchaser understands that no public market now exists for the Purchased Interests, and that there may never be a public market for the Purchased Interests, and that the Purchased Interests are being purchased for the Purchaser's own account, and not for the account of any other person.

(d) The execution and delivery of this Agreement by the Purchaser is not prohibited, limited by, in conflict with, nor will it result in a breach of the terms, conditions, or provisions of any agreement to which Purchaser is a party including any Operating Agreements for the Companies.

5. CLOSING:

The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the office of Seller's counsel, Shapiro, Croland, Reiser, Apfel & Di Iorio, LLP, 411

Hackensack Avenue, Hackensack, NJ at 10:00 A.M. on or about eleven days after entry of the Approval Order, or such other date or time as the parties may mutually agree (the “Closing Date”).

5.1 On the Closing Date, Seller shall execute and deliver Assignments of Membership Interest in the form of Exhibit A attached hereto, assigning to the Purchaser all right, title and interest in the Purchased Interests.

5.2 On the Closing Date, Purchaser shall pay the purchase price as provided herein.

6. MISCELLANEOUS.

6.1 Entire Agreement; Amendments. This Agreement constitutes the entire agreement by and between the parties hereto relating to the subject matter hereof, and supersedes and takes precedence over all prior agreements and understandings by and between the parties hereto relating to the sale of the Purchased Interests. This Agreement may not be changed or terminated orally and shall be effective as of the date hereof. No amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the party against whom such amendment or waiver is to be enforced.

6.2 Survival. None of the representations, warranties, covenants, or other obligations of Seller hereunder shall survive the Closing except as expressly provided herein. Acceptance of the assignments of the Purchased Interests by Purchaser shall be deemed full and complete performance and discharge of every agreement and obligation on the part of Seller hereunder, except those, if any, which expressly are stated herein to survive the Closing.

6.3 Successors and Assigns. This Agreement is binding on the parties hereto and their respective heirs, administrators, successors and assigns.

6.4 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

6.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6.6 Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Signatures transmitted via fax or pdf shall have the same force and effect as original signatures penned in ink.

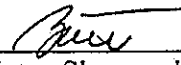
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto
as of the day and year first above written.

SELLER:



Jovan Skeparoski

PURCHASER:



Zlatan Skeparoski

EXHIBIT A

Assignments

ASSIGNMENT of MEMBERSHIP INTEREST

The undersigned, Jovan Skeparoski, with an address at 12A Washington Place, Garfield, New Jersey 07026 (hereinafter the "Assignor") for good and valuable consideration, hereby assigns, transfers and conveys unto Zlatan Skeparoski, an individual with an address at 21 Cherbourg Road, Parsippany, New Jersey 07054 (hereinafter the "Assignee"), and the Assignee hereby accepts from the Assignor, a Fifty (50%) percent membership interest in 21 Summit Avenue, LLC, a New Jersey limited liability company (the "LLC"), which interest constitutes a 50% interest in the capital, profits, and losses of the LLC. The membership interest assigned hereunder is hereinafter referred to as the "Interest" and constitutes the undersigned's entire interest in the LLC.

TO HAVE AND TO HOLD the same unto the Assignee its successors and assigns forever.

Assignor hereby represents to the Assignee that Assignor owns the Interest; that Assignor has not transferred, hypothecated or encumbered the Interest in any manner; and that there are no options, rights of first refusal, claims or other rights in or to the Interest.

IN WITNESS WHEREOF, the Assignor makes this Assignment effective as of _____, 2017.

WITNESS:

Jovan Skeparoski

ASSIGNMENT of MEMBERSHIP INTEREST

The undersigned, Jovan Skeparoski, with an address at 12A Washington Place, Garfield, New Jersey 07026 (hereinafter the "Assignor") for good and valuable consideration, hereby assigns, transfers and conveys unto Zlatan Skeparoski, an individual with an address at 21 Cherbourg Road, Parsippany, New Jersey 07054 (hereinafter the "Assignee"), and the Assignee hereby accepts from the Assignor, a Fifty (50%) percent membership interest in Z & J Properties, LLC, a New Jersey limited liability company (the "LLC"), which interest constitutes a 50% interest in the capital, profits, and losses of the LLC. The membership interest assigned hereunder is hereinafter referred to as the "Interest" and constitutes the undersigned's entire interest in the LLC.

TO HAVE AND TO HOLD the same unto the Assignee its successors and assigns forever.

Assignor hereby represents to the Assignee that Assignor owns the Interest; that Assignor has not transferred, hypothecated or encumbered the Interest in any manner; and that there are no options, rights of first refusal, claims or other rights in or to the Interest.

IN WITNESS WHEREOF, the Assignor makes this Assignment effective as of _____, 2017.

WITNESS:

Jovan Skeparoski