

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

In re: :
: :
ROSE B. ESKANDARI : Case No. 16-14261-BFK
: Chapter 7
Debtor. :

**MOTION OF THE DEBTOR FOR APPROVAL OF
SALE OF ASSETS PURSUANT TO 11 U.S.C. §363(b)**

COMES NOW the Debtor, Rose B. Eskandari, by and through her undersigned counsel, Cohen, Baldinger & Greenfeld, LLC and moves for the approval of the sale of real property commonly known as 9016 Centreville Rd., Manassas, Virginia, and in support thereof states as follows:

Background

1. This case was commenced by the filing of a Voluntary Petition for Relief pursuant to Chapter 11 of the United States Bankruptcy Code on December 19, 2016.
2. This case was filed precipitously in order to stay the foreclosure sale of the debtor's interest in real property located at 9016 Centreville Road, Centreville, Virginia (the "Property").
3. The Property was purchased by the Debtor and her son, Ryan Eskandari, in December 2015, for the sum of one million four hundred thousand dollars (\$1,400,000.00). The purchase of the Property was financed with a wrap-around note and deed of trust for the sum of nine hundred fifty thousand dollars (\$950,000.00). Pursuant to the terms of the Note, two

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Suite 103
2600 Tower Oaks Blvd.
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principal curtailments in the sum of fifty thousand dollars (\$50,000.00) were due on March 1, 2016 and September 1, 2016.

4. The first principal curtailment payment was made in full, and the Debtor and her son paid the sum of thirty thousand dollars (\$30,000.00) toward the second curtailment. The Debtor and her son requested a short extension to pay the balance, but that request was denied and the holders of the note, Tom and Farzeneh Dashtaray (hereinafter collectively “Dashtaray”), accelerated the note.

5. Subsequently, the Debtor and her son tendered the payment of the twenty thousand dollars (\$20,00.00) remaining due on the second principal curtailment, however that payment was refused by Dashtaray.

6. After prolonged negotiations failed, the Debtor filed her petition under Chapter 11 of the bankruptcy Code in order to avoid a foreclosure and to preserve the equity in the Property.

7. The Debtor previously attempted to obtain Court approval for a sale of the Property for nine hundred seventy-five thousand dollar (\$975,000.00).

8. On March 29, 2017, after notice and hearing, this Court denied the Debtor’s request for authority to sell the Property, based on two factors: (1) the Debtor had failed to file her income tax returns and thus the Court (and creditors) could not determine what priority claims may or may not be include; and (2) that the sale price for the property seemed unreasonably low in light of the purchase price for the property earlier that year.

9. Also on March 29, 2017, this Court directed the Debtor to pay adequate protection payments of eight thousand five hundred dollars (\$8,500.00) per month, retroactive to January 2017, and continuing monthly through June 2017. The Debtor and her son have made all of the

adequate protection payments on a timely basis.

10. The Debtor has recently completed and filed all of her missing tax returns. Her total tax obligations to the Internal Revenue Service and the Commonwealth of Virginia aggregate less than two thousand dollars (\$2,000.00). The Debtor does not anticipate any additional taxes becoming due, as a result of the proposed sale as the sale will not result in the recognition of a taxable gain, and the Debtor has substantial net operating losses which she has carried forward.

11. The Debtor and her son have renegotiated the terms of their proposed sale of the Property and have entered into an Addendum which increases the sales price to one million one hundred thousand dollars (\$1,100,000.00). A copy of the amended contract for the sale is attached hereto and made a part hereof as Exhibit "A".

The Court Should Approve the Contract for the Sale of the Property

12. The contract for the sale of the real property located at 9019 Centreville Road, Manassas, Virginia, is for the sum of \$1.1 million.

13. While the sale price is substantially less than the \$1.4 million purchase price paid by the Debtor and her son in December 2015, the sales price is sufficient to satisfy the claims of all the creditors to the bankruptcy estate and provide a significant surplus to the Debtor and her son . In addition, the proposed purchasers of the Property have agreed in principle to allowing the Debtor and/or her sons to lease the Property with an option to repurchase it at a later date. The proposed sale does not include any commission to a licensed broker, thus saving the estate an estimated \$66,000 in closing costs.

14. The unsecured claims against the bankruptcy estate are as follows:

| | |
|---------------------------------|--------------------|
| Comenity Bank | \$ 1,181.00 |
| Discover financial services | \$ 6,092.86 |
| Macy's | \$ 627.00 |
| Commonwealth of Va. (penalties) | \$ 1,200.00 |
| WPPI Woodbridge, LLC | <u>\$ 7,282.13</u> |
| Total | \$ 16,382.99 |

15. In addition, the Debtor has been cited by Prince William County for dumping soil on the vacant lot located at 1230 Easy Street, Woodbridge, Virginia. The Debtor believes that the cost to remedy this violation will be approximately thirty thousand dollars (\$30,000.00).

16. The proposed sale will be subject to the following costs:

| | |
|---------------------------------------|-------------|
| Closing costs (estimated) | \$ 2,750.00 |
| Grantor's tax | \$ 1,100.00 |
| Transfer of tenant's security deposit | \$ 3,500.00 |

17. The Property is encumbered by the following secured claims:

| | |
|---|---------------------------|
| Tom K. and Farzeneh Dashtaray <i>(Deed of trust)</i> | \$898,909.52 ¹ |
| Prince William County, Virginia <i>(real property tax)</i> | \$ 19,103.62 |

18. The Debtor estimates that the sale will result in proceeds to the Debtor and her son, Ryan Eskandari of one hundred seventy-five thousand dollars (\$175,000.00). A summary of the projected distributions to be made at closing is attached hereto and made a part hereof as Exhibit "B".

19. The sale is clearly in the best interest of creditors and the bankruptcy estate as it will provide the bankruptcy estate with sufficient funds to pay all creditors in full, while still leaving a significant surplus for the Debtor and the co-owner of the Property.

¹ Balance includes unpaid interest from January 1, 2017 in the sum of \$225.35 per month but does not include attorney's fees accruing after March 31, 2017.

WHEREFORE it is prayed that this Honorable Court enter a Order authorizing the Debtor and the co-owner to sell the real property located at 9019 Centreville Road, Centreville, Virginia pursuant to the terms of the contract with Monavar Vakilli and Janes Eisberg for one million one hundred thousand dollars (\$1,100,000.00), and granting such other and further relief as is just.

Respectfully submitted,

COHEN BALDINGER & GREENFELD, LLC

By: /s/ Steven H. Greenfeld

Steven H. Greenfeld, Bar No. 30332
2600 Tower Oaks Boulevard
Suite 103
Rockville, MD 20852
(301) 881-8300
Email: steveng@cohenbaldinger.com
Counsel for the Debtor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 30th day of May 2017, a copy of the forgoing Motion, along with a copy of the proposed Order was also mailed, first class mail, postage prepaid to:

Jack Frankel, Esq.
Office of the U.S. Trustee
Suite 210
115 South Union Street
Alexandria, VA 22314

Robert B. Baumgartner, Esq.
Hale Ball Carlson Baumgartner Murphy PLC
10511 Judicial Drive
Fairfax, VA 22030
Counsel for S&S Holding Co, LLC

Gregory H. Counts, Esq.
Tyler, Bartl, Ramsdell & Counts, PLC
300 North Washington St. Suite 310
Alexandria, VA 22314-4252
Counsel for Tom and Farzeneh Dashtaray

Melissa M. Watson Goode, Esq.
Glasser and Glasser, PLC
Crown Center, Suite 600
580 East Main St
Norfolk, VA 23510
Counsel for Arvest Central Mortgage Company

Robyn Danielle Pepin, Esq.
Glasser and Glasser, P.L.C.
Crown Center, Suite 600
580 E. Main Street
Norfolk, VA 23510
Counsel for Arvest Central Mortgage Company

/s/ Steven H. Greenfeld
Steven H. Greenfeld

COMMERCIAL PURCHASE AGREEMENT

Each commercial transaction is different. This form may not address your specific purpose. This is a legally binding document. If not understood, seek competent advice before signing.

This Commercial Purchase Agreement (the "Agreement") is dated February 2, 2017 between ROSE B. ESKANDARI AND RYAN K. ESKANDARI ("Seller") and Monavar Vakili & James L. Eisberg ("Purchaser").

The parties acknowledge that _____ ("Listing Broker") represents Seller and that SVN ("Selling Broker") represents [select one]: Seller Purchaser. The parties further acknowledge that disclosure of the brokerage relationships was made to them by the real estate licensees involved in this transaction when specific assistance was first rendered and confirmed in writing.

1. **SALE OF PROPERTY** Purchaser agrees to buy and Seller agrees to sell the land, all improvements thereon, and all rights and appurtenances thereto belonging, located in the City/County of Manassas Manassas City, Virginia, with a tax parcel no. of 00891 and a street address of 9019 Centreville Rd.

Seller discloses that [select one]: there are no tenants or other parties in possession of the Property OR there are tenants or persons who are in possession of the Property as set forth on SCHEDULE A attached hereto.

2. **PURCHASE PRICE** The purchase price for the Property is Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00) (the "Purchase Price") and shall be paid to Seller at Settlement, subject to the prorations and adjustments described herein, as follows:

A. **Deposit** Purchaser shall make a deposit of \$ 25,000.00 (the "Deposit") to be held by Stewart Title & Escrow (the "Escrow Agent").

Purchaser [select one]: has paid the Deposit to the Escrow Agent OR will pay the Deposit to the Escrow Agent within 3 days after this Agreement is fully executed by both parties. If Purchaser fails to pay the Deposit as set forth herein, then Seller may terminate this Agreement by written notice to Purchaser and neither party shall have any further obligation hereunder. The Deposit may be held in an interest bearing account and the parties waive claim to any such interest. The Deposit shall be applied towards the Purchase Price at Settlement. If Settlement does not occur, the Deposit shall be paid as provided herein.

B. **Balance** The balance of the Purchase Price shall be paid by Purchaser at Settlement in certified funds or bank wire (inclusive of any loan obtained by Purchaser to purchase the Property).

3. A. **SETTLEMENT OF PROPERTY** Settlement of the purchase and sale of the Property shall be made at Stewart Title & Escrow on March 31, 2017 ("Settlement"). Possession of the Property shall be delivered to Purchaser at Settlement.

B. **DELIVERIES BY SELLER AT SETTLEMENT** At Settlement, Seller shall deliver to Purchaser the following:

(i) A general warranty deed with full English covenants of title (the "Deed") conveying to the Purchaser good and marketable fee simple title to the Property, free and clear of all liens,

encumbrances, conditions and restrictions, except any lien for real estate taxes not yet due and payable, and any Title Objections for which Purchaser has no objection and/or has waived such objection pursuant to Paragraph 5;

- (ii) An affidavit for the benefit of Purchaser and its title insurer, satisfactory to Purchaser's title company (the "Affidavit") stating that (1) no right to a mechanic's or materialman's lien has accrued with respect to the Property as a result of any act or omission by the Seller AND (2) there are no outstanding leases or agreements with regard to, or other parties in or entitled to possession of, the Property except as disclosed in **SCHEDULE A** attached hereto;
- (iii) A Certificate of Non Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986 and any other certificates required by any governmental authority or agency;
- (iv) If the Property is leased, a tenant estoppel certificate and an assignment of lease (including the transfer of the security deposit at Settlement) for each and every tenant of the Property, in forms acceptable to Purchaser; and
- (v) Such other Seller certifications as Purchaser's lender or title company may reasonably require.

C. COSTS AND PRORATIONS Seller shall pay the costs of preparing the Deed, the Grantor's tax thereon and any other expenses incurred by Seller. Purchaser shall pay for the title search, title insurance premiums, survey expenses, lender fees, Grantee's tax and all other settlement expenses incurred by Purchaser. Real estate taxes, rent, CAM and assessments, as applicable, shall be prorated between Seller and Purchaser as of the date of the Settlement. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Settlement.

D. CONDITION OF PROPERTY Purchaser agrees to accept the Property at Settlement in its physical condition at the time this Agreement is fully executed by all parties, except as otherwise provided herein. Seller agrees to maintain the Property in good condition and repair until Settlement. At Settlement, Seller agrees to transfer to Purchaser all existing warranties, if any, on the Property's roof, structural components, HVAC, mechanical, electrical, security and plumbing systems.

4. FEASIBILITY PERIOD

- A. For a period of Forty-Five (45) days following execution of this Agreement by all parties (the "Feasibility Period"), Purchaser, its agents and contractors, shall have the right to: (i) enter the Property for the purpose of inspecting the Property and performing tests as are desirable to Purchaser in its sole and absolute discretion; (ii) seek zoning information from the local governing authority concerning Purchaser's intended use of the Property; and/or (iii) apply for lender financing to acquire the Property.
- B. Within five (5) days after Seller's receipt of a fully executed copy of this Agreement, if not previously delivered, Seller shall deliver to Purchaser copies of the following materials related to the Property if in Seller's possession: (i) any Phase I or other environmental studies; (ii) a current survey; (iii) the

most current owner's title insurance policy; and (iv) all leases and rent roll, for each tenant identified in **SCHEDULE A** (including without limitation, the base monthly rental and all taxes, insurance, and other pass-throughs paid by the tenant), and all contracts affecting the Property that are not terminable at will. Items (i) through (iv) are collectively referred to as the "Materials".

- C. If Purchaser is not satisfied in its sole and absolute discretion with all aspects of the Property (including zoning) or the Materials, or has not obtained financing upon terms and conditions satisfactory to Purchaser, then Purchaser shall have the right, upon written notice to Seller prior to the expiration of the Feasibility Period, to terminate this Agreement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11. Purchaser acknowledges that the Feasibility Period will not be extended for any reason, regardless of whether Purchaser has completed its inspections or zoning inquiry, or has obtained financing.
- D. If Purchaser fails to acquire the Property, Purchaser agrees: (i) to repair any damage arising as a result of its exercise of the right of access granted in this Paragraph 4; (ii) to indemnify and hold Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of Seller's negligence or misconduct or the negligence or misconduct of Seller's agents, employees or contractors; and (iii) upon demand to return the Materials to Seller.
5. **TITLE AND SURVEY OBJECTIONS** Purchaser may, at its sole expense, obtain a title insurance commitment and a survey for the Property. Prior to the expiration of the Feasibility Period, Purchaser shall notify the Seller in writing as to any title or survey objections regarding the Property that the Purchaser is unwilling to accept (collectively the "Title Objections"). Seller shall advise Purchaser in writing within ten (10) days after receipt of such notice, which if any of the Title Objections will not be cured by Seller at or prior to Settlement. If Seller fails to respond to Purchaser within such ten (10) day period or if Seller's response indicates that it does not intend to cure one or more of the Title Objections, then Purchaser may, at its option either (i) terminate this Agreement by giving written notice to Seller; (ii) cure such Title Objections at its own expense and proceed to Settlement with no reduction in the Purchase Price; or (iii) waive such Title Objections and proceed to Settlement, with no reduction in the Purchase Price. If Purchaser elects to terminate this Agreement, the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.
6. **CONDITIONS PRECEDENT TO OBLIGATION OF PURCHASER** This Agreement and all of Purchaser's obligations hereunder are further subject to Purchaser determining in its sole and absolute discretion that all of the conditions set forth in this Paragraph 6 have been satisfied or waived in writing by Purchaser. In the event that any of the following conditions are not satisfied or waived by Purchaser, Purchaser may give written notice to Seller terminating this Agreement on or before Settlement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

- A. SELLER'S REPRESENTATIONS AND WARRANTIES** All the representations and warranties of Seller made herein shall have been true when made and shall be true and correct as of Settlement, with no material changes therein.
- B. SELLER'S DELIVERIES** As of Settlement, Seller shall have taken all action and delivered all documents and materials required by this Agreement.
- C. NO LITIGATION** As of Settlement, there shall be no litigation, proceeding or investigation pending, or to the knowledge of Purchaser or Seller threatened, which might prevent or adversely affect the intended use of the Property or which questions the validity of any action taken or to be taken by Seller or Purchaser hereunder, or which threatens the continued operation of the Property for commercial purposes.
- 7. REPRESENTATIONS AND WARRANTIES OF THE SELLER** Seller, jointly and severally (if more than one Seller), represents and warrants unto Purchaser as of the date hereof and on the Settlement date that:
- A. AUTHORITY AND MARKETABLE TITLE** Seller is the owner of the Property, possesses the requisite authority to enter into and perform this Agreement, and has the absolute right to sell, assign, and transfer the Property to Purchaser at Settlement.
- B. NO PENDING LITIGATION OR BANKRUPTCY** There are no actions, suits or proceedings at law or in equity pending, threatened against, or affecting the Property before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality. No bankruptcy or similar action, whether voluntary or involuntary, is pending or is threatened against Seller, and Seller has no intention of filing or commencing any such action within ninety (90) days following Settlement.
- C. NO OUTSTANDING PURCHASE OPTION** No option, right of first refusal or other contractual opportunity to purchase the Property has been granted to, or executed with, a third-party that is enforceable against Seller and/or the Property giving such third-party a right to purchase an interest in the Property or any party thereof.
- D. NO NOTICE OF REPAIRS** Seller has received no written notice from any governmental agency that repairs, alterations or corrections that must be made to the Property.
- E. UTILITIES** The Property is connected to: a municipal water and sewer system and has utility meters installed within the Property OR a well and septic system located on the Property. Seller makes no representation on whether the capacities of such utilities are sufficient for Purchaser's intended use of the Property.
- F. HAZARDOUS MATERIALS** To the best of Seller's actual knowledge, no toxic or hazardous materials (as said terms are defined in any applicable federal or state laws) have been used, discharged or stored on or about the Property in violation of said laws, and to the best of Seller's knowledge, no such toxic or hazardous materials are now or will be at Settlement located on or below the surface of the Property. There are no petroleum storage tanks located on or beneath the surface of the Property.

- G. PARTIES IN POSSESSION** As of the Settlement date, there will be no adverse or other parties in possession of the Property or any part thereof, nor has any party been granted any license, lease or other right or interest relating to the use or possession of the Property or any part thereof, except for the Leases attached hereto and made a part hereof as **SCHEDULE A**.
- H. OTHER CONTRACTS** Seller is not a party to any contracts relating to the Property that is not terminable at will, except as disclosed on **SCHEDULE B**, which is attached hereto and made a part hereof. Between the date of this Agreement and the Settlement date, Seller will not, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, enter into any contract relating to the Property that is not terminable at will.
- I. NO UNDISCLOSED RESTRICTIONS** Seller has not, nor to the best of Seller's knowledge or belief has any predecessor in title, executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property that has not specifically been disclosed to Purchaser or wouldn't be revealed by a title report.
- 8. RISK OF LOSS** The risk of loss or damage to the Property by fire or other casualty prior to Settlement shall be on the Seller. If such loss or damage materially and adversely affects the use of the Property as of Settlement, Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.
- 9. CONDEMNATION** If, prior to Settlement, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property intended to be acquired at Settlement by the Purchaser, or sale occurs in lieu thereof, the Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.
- 10. ACCESS/COOPERATION** During the term of this Agreement, Purchaser and his duly authorized agents shall be entitled to reasonable access to the Property for the purpose of surveying, appraising and making other findings related to the Property. Purchaser agrees to indemnify and hold the Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of the Seller's gross negligence or willful misconduct.
- 11. AGENTS AND BROKERS** Each party represents and warrants that it did not consult or deal with any broker or agent with regard to this Agreement or the transaction contemplated hereby, except for the Listing Broker and the Selling Broker, and each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of facts constituting a breach of the foregoing representation and warranty. Listing Broker shall be paid a brokerage fee by Seller of zero % of the Purchase Price. Selling Broker shall be paid by Seller a fee of zero % of the Purchase Price. The fees to the Listing Broker and the Selling Broker shall be paid in cash at settlement.
- 12. NOTICES** Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if, delivered by hand or messenger at the address

of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient, at the intended recipient's address set forth below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Paragraph. Any such notice, request or demand so given shall be deemed given on the day it is received by the recipient.

For the Seller:

13601 Jefferson Davis Hwy,
Woodbridge, VA 22191

For Purchaser:

4001 Woodland Rd, Annandale,
VA 22003-2606

13. DEFAULT

- A. DEFAULT BY PURCHASER** If Purchaser defaults under this Agreement, the damages suffered by Seller would be difficult to ascertain. Therefore, Seller and Purchaser agree that, in the event of a default by Purchaser, Seller's sole and exclusive remedy, in lieu of all other remedies, shall be to terminate this Agreement and retain the Deposit as full and complete liquidated damages. If the Deposit is retained as liquidated damages, Seller agrees to pay one-half of the Deposit to the Listing Broker to compensate Broker for his brokerage services in the transaction. Such payment shall have no effect on the payment due in any subsequent transaction. Seller hereby specifically waives the right to seek specific performance of this Agreement by Purchaser or any other remedy at law or in equity, provided that Seller reserves the right to all remedies available at law and in equity solely in order to enforce the indemnification obligations of Purchaser under Paragraphs 4D., 10 and 11 herein.
- B. DEFAULT BY SELLER** If Seller defaults under this Agreement, Purchaser shall have the option to (i) seek specific performance of this Agreement, or (ii) terminate this Agreement, in which event the Deposit shall be promptly refunded to Purchaser. Seller shall be liable for Purchaser's expenses in the filing of any specific performance action, including reasonable attorney's fees and court costs.
- C. RIGHT TO CURE DEFAULT** Prior to any termination of this Agreement as provided in Subparagraphs 13A. and 13B., the non-defaulting party shall provide written notice of any default(s) to the defaulting party (the "Default Notice") permitting the defaulting party ten (10) days to cure any such default(s). If defaulting party does not cure the default(s) or does not respond to the Default Notice, then the non-defaulting party may terminate the Agreement by written notice to the defaulting party. Nothing herein shall prevent either party from seeking a judicial determination regarding any default; provided however, the court shall award the expenses of attorney's fees and court costs to the prevailing party in any such action.
- D. BROKERAGE FEES** Notwithstanding the remedies set forth in Subparagraphs 13A., 13B., and 13C, if either Seller or Purchaser defaults under this Agreement, the defaulting party shall be liable for the full amount of the brokerage fees set forth in Paragraph 11 and any brokerage fees set forth in Seller's listing agreement with the Listing Broker for the Property (which document is hereby incorporated herein by this reference) as if this Agreement and Seller's listing agreement had been performed, and for any damages and all expenses incurred by the Listing Broker and the Selling Broker in connection

with this transaction and the enforcement of this Agreement and Seller's listing agreement, including, without limitation, attorney's fees and court costs. Payment of a real estate broker's fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Agreement shall not relieve the defaulting party of liability for any brokerage fees due under this Agreement or Seller's listing agreement.

14. MISCELLANEOUS

- A. **FINAL AGREEMENT** This Agreement contains the entire agreement between the parties hereto relating to the Property and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties hereto.
- B. **VIRGINIA LAW APPLICABLE** This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia and shall not be amended or modified and no waiver of any provision hereof shall be effective unless set forth in a written instrument executed with the same formality as this Agreement.
- C. **ASSIGNMENT** This Agreement shall not be assigned by one party without the written consent of the other party, except the assignment of this Agreement to an entity owned by Purchaser or the principals of Purchaser shall not require the consent of Seller, but Purchaser shall provide written notice to Seller of such assignment. This Agreement shall inure to the benefit of the parties hereto and their respective and permitted successors and assigns.
- D. **COUNTERPARTS** This Agreement may be signed in one or more counterparts, each of which is deemed to be an original and all of which shall together constitute the same instrument. The parties agree that a fax of any signed original document shall have the same effect as an original.
- E. **TAX-DEFERRED EXCHANGE** Either party may elect to include the conveyance of the Property in an IRS Section 1031 Like Kind Exchange (a tax-deferred exchange). In the event that a party makes such an election, the non-exchanging party agrees to execute such documents necessary to effectuate such an exchange (at no cost to the exchanging party), but in no event shall such exchange affect the terms of the transaction or a party's responsibilities to the other party under this Agreement. The exchanging party shall bear the sole costs of its exchange.

15. ADDITIONAL PROVISIONS: At Settlement, Seller shall credit Purchaser with the \$5,500.00 Security Deposit shown in the lease.

- 16. ACCEPTANCE** To be effective this Agreement must be executed by Purchaser and Seller and an original copy of this Agreement returned to Purchaser no later than 5:00 p.m. on February 15, 2017, or this Purchase Agreement shall be deemed withdrawn.

Each of the parties has executed this Agreement in its name pursuant to due authority as of the dates set forth below.

SELLER:

Date Signature
 Rose B. Eskandari

Date Signature
 Ryan Eskandari

PURCHASER:

Date Signature
 Monavar Vakili

Date Signature
 James L. Eisberg

Listing Company's Name and Address:

Selling Company's Name and Address:

SVN
459 Herndon Pkwy Ste 21
Herndon, VA 20170-6222

Agent's Name _____
Agent's tel. no. _____
Fax no. _____
Agent's email _____

Agent's Name Kayvan Mehrbakhsh
Agent's tel. no. (703) 734-2822
Fax no. (703) 734-1560
Agent's email kayvan@svn.com

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SCHEDULE A

**LEASES, AGREEMENTS AND CONTRACTS
FOR TENANTS AND OTHER PARTIES
IN POSSESSION OF THE PROPERTY**

List below each such tenant or other party in possession of the Property, and provide Purchaser with a copy of each lease, license or other agreement. If verbal agreement, summarize terms below.

Also provide Purchaser with any contract affecting the Property that is not terminable at will.

Tenant is APEX AUTO GROUP, LLC, a Virginia Limited Liability Company. Seller shall attach current lease, copies of current business licenses, and copies of current insurance on the property and the business as required by the lease. Landlord shall also attach Tenant's estoppel statement.

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SCHEDULE B

CONTRACTS RELATING TO THE PROPERTY
(Not terminable at will)

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ADDENDUM 1

This Addendum is made on May 17, 2017, to a sales contract ("Contract") offered on
February 2, 2017, between Monavar Vakili, James L. Eisberg

Eskandari ("Purchaser") and Rose B. Eskandari, Ryan
Eskandari ("Seller") for the purchase and

sale of the Property: 9019 Centreville Rd, Manassas, VA 20110-5257

The parties agree that this Contract is modified as follows:

1. All previous Addenda are hereby rescinded.
2. Purchaser shall be Machin, LLC, a Virginia Limited Liability Company.
3. Purchase Price shall be \$1,100,000.00, of which 60% will be financed by Middleburg Bank, in Middleburg, VA, with an interest rate below 5.5%.
4. Settlement shall be made at MacLeod Title & Escrow Co., Inc., in Alexandria, VA. The Earnest Money Deposit (EMD) will be transferred to MacLeod within 24 hours after this Addendum is fully executed.
5. The Settlement Date is changed to June 30, 2017.
6. The Contract is contingent upon approval of financing as shown above. If such approval is not received, either Party may void the Contract, and the EMD shall be returned to the Purchaser in full.

This Addendum shall not alter, modify, or change in any other respect this Contract, and except as modified herein, all of the terms and provisions of this Contract are expressly ratified and confirmed and shall remain in full force and effect.

SELLER:

PURCHASER:

Date Signature

Date Signature

In re Rose B. Eskandari

Case No. 16-14261-BFK

Motion for the Approval of Sale

Exhibit B

| | | |
|-------------------------------------|------------------|--------------------------|
| Gross Sales Price | | 1,100,000.00 |
| Transfer of security deposit | | <u>(3,500.00)</u> |
| Subtotal | | 1,096,500.00 |
| Estimated Closing Costs | \$ 2,750.00 | |
| Grantor's Tax | \$ 1,100.00 | |
| Real Property Tax | \$ 19,103.62 | |
| Dashtaray secured claim (2/28/2017) | \$ 898,910.00 | 921,863.62 |
| NET TO SELLER | | <u>174,636.38</u> |
| Priority Claims: | | |
| Internal Revenue Service | \$ 1,436.00 | |
| Commonwealth of Virginia | <u>\$ 309.00</u> | |
| Subtotal | | 1,745.00 |
| General Unsecured Claims | | 16,382.99 |
| ESTIMATED SURPLUS | | 156,508.39 |