

IN THE UNITED STATES BANKRUPTCY COURT FOR
THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION

In the Matter of:)	
)	
SHADRACH, MESHACH & ABEDNEGO, INC.,)	
EIN: XX-XXX8207)	CASE NO. 17-81731-CRJ11
)	
Debtor.)	CHAPTER 11
_____)	

**AMENDED MOTION TO SELL SUBSTANTIALLY ALL OF THE
DEBTOR'S OPERATING ASSETS AND INTELLECTUAL PROPERTY
FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES**

COMES NOW, Shadrach, Meshach & Abednego, Inc., as Debtor and Debtor-in-Possession ("Debtor"), by and through its undersigned counsel, and pursuant to §§105(a), 363(f), and 1109(b) of the United States Code, 11 U.S.C. § 101, et seq. (the "Bankruptcy Code"), and Rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), moves this Court (this "Motion") to enter an order permitting Debtor to (i) sell (the "Sale") certain of the Debtor's assets (as defined below, the "Target Assets"), free and clear of all liens, claims, interests, and encumbrances; (ii) approving the "Sale Process" and "Bid Procedures" set forth below; (iii) if necessary, authorizing the Debtor to offer Roots Multiclean Ltd, Bid Protection (as defined below); and (iv) granting Debtor such additional relief in order to accomplish the sale of the Target Assets. In support of this Motion, Debtor states as follows:

JURISDICTION AND VENUE

1. On June 9, 2017 (the "Petition Date"), Debtor filed with the Clerk of this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Debtor continues to operate its business as Debtor in possession pursuant to §§ 1107(a) and 1108.
2. This Court has subject matter jurisdiction to consider and determine this motion

pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

FACTUAL BACKGROUND

3. Debtor is a privately held company headquartered in Madison, Alabama, which manufactures and sells commercial sweepers machines. Debtor was formerly known in the industry as “Victory Sweepers, Inc.” (“Victory Sweepers”). Debtor employs four employees and has arrangements with contractors to provide it services needed to build the sweepers. Debtor was founded in 2006 by Mark R. Schwarze.

4. Debtor’s bankruptcy filing was precipitated by a variety of factors that have led to a deterioration of Debtor’s business. Debtor was slow to generate profits at start up due to development costs of the engineering, software, patents, and trademarks. Furthermore, Debtor had to build up its presence in the market through costly advertising at trade shows and such. Debtor was eventually able to grow sales to just under eight million dollars.

5. In 2008, the U.S. economy began its collapse and Debtor’s customers could not or did not want to buy new sweepers due to cutbacks and the inability to obtain financing for new equipment. Debtor’s management believed that the economy would recover much faster than it did and never “right-sized” its cost structure to the new revenue reality despite the infusion of additional capital. Management worked diligently to create a new line of products to meet the financial economy and achieved great success, but Debtor was has never been able to fully recover. Instead, the Debtor saw a continual decline of its gross revenues. Despite its best efforts, Debtor had no choice but to seek relief under chapter 11 of the Bankruptcy Code in order to preserve any going concern value.

6. Prior to its bankruptcy filing, the Debtor attempted to sell its company assets to

several potential buyers. Pre-petition, the Debtor negotiated an Asset Purchase and Sale Agreement with Roots Multiclean, Ltd. (“Roots”) to purchase certain assets of the Debtor (the “Offer”). A true and correct copy of the Offer is attached hereto as Exhibit “A”, and its terms are incorporated herein by reference.¹

7. By this Motion, Debtor asks this Court to approve the sale of the Target Assets to Roots free and clear of all liens, claims, interests, and encumbrances. The Offer from Roots has been the best offer presented to Debtor for the Target Assets after it attempted to market the assets to more than one buyer. Moreover, the Debtor has spent over eight (8) months negotiating the sale of the Target Assets. The Debtor is satisfied that its efforts have resulted in the highest price available for the Target Assets.

THE SALE

8. The Offer from Roots is to purchase the intellectual property, domains, and fixed asset inventory described on Exhibit A to the Offer and the goodwill (hereinafter “Target Assets”) for the sum of \$775,000. The \$775,000 is to be paid at closing as follows: (i) Roots shall pay on the Debtor’s behalf the sum of \$675,000 in cash at closing; (ii) the remaining \$100,000 shall be held in escrow for a period of 24 months from the date of the closing and be applied to indemnity obligations of Seller owed to Buyer relating to claims that arise during Seller’s operation of its business or relating to a breach of the Offer, if any. [See § 7(a) of the Offer]. At the conclusion of the 24 months, the escrowed funds shall be paid to the Debtor’s bankruptcy estate, or as otherwise provided by the Debtor’s plan of reorganization, or as ordered by the Court. [See § 3(a) of the Offer]. In addition to the payment of the \$775,000, Roots shall pay the Debtor’s estate 5%

¹ Attached to the Asset Purchase and Sale Agreement is an Amended Exhibit “A” which identifies those assets that are the target Assets to be sold. These assets include the inventory, the fixed assets, intellectual property and the goodwill of the Debtor.

of the net profits from its operation of the “Victory Division” for a period of 3 years. [See § 3(b) of the Offer]. This payment will be made to the Debtor’s estate on an annual basis.

9. The obligation of Roots to proceed with the purchase of the Target Assets is subject to those contingencies contained in Section 6 of the Offer. In addition to obtaining the approval of the Bankruptcy Court, the Offer provides that the Bankruptcy Court must allow Roots to pay, from the sale proceeds, those creditors shown on Exhibit B to the Offer. The Debtor acknowledges that this provision is unusual in the sale of this type, however, Roots is acquiring the goodwill of “Victory Sweepers” along with the remaining Target Assets. Roots has informed the Debtor that, in order for it to proceed with the Purchase, the debts shown on Exhibit B must be paid from the purchase price or it believes the goodwill of “Victory Sweepers” will be substantially damaged. Hence, the Debtor is prepared to show that (i) Roots is the only party which has submitted a bid to purchase the Target Assets; (ii) that the non-payment of the debts shown on Exhibit B will impact the value of the goodwill of “Victory Sweepers”; (iii) that in the event that the goodwill of “Victory Sweepers” is materially damaged then Roots will not proceed with the Offer as proposed; and (iv) that the sale of the Target Assets to Roots pursuant to the Offer is likely to result in substantially more money being distributed to the creditors of the Debtor, including its general unsecured creditors, than would the liquidation of the Target Assets. One additional contingency is that Roots seeks to enter into an employment agreement with Mark Schwarze who was the principal of Victory Sweepers. The scope of Mr. Schwarze’s duties will be in sales and marketing.

10. The Debtor has provided notice of the sale of the Target Assets to Roots and solicited additional bids from qualified bidders by publishing a notice of the sale in Sweeperworld.com. Sweeperworld.com is an industry-leading web site that publishes all types of information regarding the sweeper industry. The notice of the Debtor’s bankruptcy is on the front

page and there is a link that takes all interested parties to a page describing the sale, the solicitation for additional offers and the method by which they can contact the Debtor's counsel. The link is shown below.

http://www.worldsweeper.com/Industry/VictoryChapter11_6_2017.html

SALE PROCESS

11. Pursuant to this Amended Motion, the Sale Procedures for which the Debtor seeks approval in order to sell the Target Assets are as follows:

- a. Debtor seeks authority from the Court to sell the Target Assets to Roots free and clear of all liens claims and encumbrances for the sum of Seven Hundred Seventy Five Thousand Dollars (\$775,000.00) via a private sale.
- b. In the event that a subsequent offer is received by a qualified bidder between the filing of this Motion and **not later than 5:00 p.m. on July 24, 2017**, Debtor would then convert this sale from a private sale to a sale of the Target Assets via auction. In such event, Debtor would then employ the following "Bid Procedures":
 - (i). **To be a qualified bidder, the bid of such bidder must be in cash and not subject to financing by the Debtor. Ultimately, the issue of whether a bidder is "qualified" shall be determined by the Debtor in its sole discretion.**
 - (ii). The qualified bidder would have to submit a bid in an amount that exceeds the Roots offer by the sum of \$25,000.00.
 - (iii). The qualified bidder would have to also bid an additional amount of \$50,000.00 for Bid Protection which Debtor would seek to grant to Roots as a "stalking horse". In the event that Roots was not the successful bidder, Debtor will seek Court permission for Roots to be paid the sum of \$50,000 as a breakup fee. Thus, a qualified bidder, other than Roots, would have to bid at least \$850,000.
 - (iv). A Bid must include an executed term sheet, blacklined to show changes from the Offer executed by Roots. **Any potential Bidder must email its proposed Bid to purchase the Target Assets to Kevin D. Heard, as counsel for the Debtor at kheard@heardlaw.com by not later than 5:00 p.m. on July 24, 2017. Any interested party may request additional information regarding the Target Assets by contacting Mr. Heard via email or by contacting him at 256.535.0817.**

- (v) A Bid must clearly set forth the purchase price to be paid.
- (vi) A Bid shall not be contingent upon any due diligence investigation, any material adverse change, the receipt of financing, or approval by any board of directors, shareholders or other entity. The proposed transfer of any of the Debtor's assets will be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Debtor, its agents or estate. Except as otherwise provided in a term sheet, all of the Debtor's right, title and interest in and to the Target Assets will be transferred free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests in accordance with Section 363 of the Bankruptcy Code.
- (vii). In the event of an Auction, it will be conducted at the offices of Heard, Ary & Dauro, LLC, 303 Williams Avenue, Suite 921, Huntsville, Alabama, 35801; telephone number (256) 535-0817, on July 26 2017, at 10:00 a.m. Central Time (the "Auction Date"). Any person seeking to participate as a bidder at the Auction must comply with the Bidding Procedures. Any potential Bidder who complies with these Bidding Procedures may attend the Auction either in person or by telephone.
- (viii) Debtor reserves the right to refuse to consider any Bid that fails to comply with the Bidding Procedures or any other procedures established by Debtor at the Auction. Debtor may, in its discretion, accept or reject any Bid (including a Stalking Horse Bid) that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, these Bidding Procedures or those established at the auction, or the terms and conditions of sale, or (iii) contrary to the best interests of the Debtor, its estate and creditors.
- (ix) If multiple Bids are received, each bidder shall have the right to continue to improve its Bid at the Auction. Bid increments shall be in the minimum amount of \$25,000.00 or such other amounts as are established by Debtor prior to or at the Auction and announced at the Auction. For example, if there is a qualified bid of \$850,000 then the minimum up bid amount would be \$875,000.00.
- (x) At the conclusion of the Auction, and subject to Court approval following the Auction, the successful Bid or Bids shall be selected by Debtor (the "Successful Bids").
- (xi) Within 24 hours of completion of the Auction, the entity that made a Successful Bid (the "Successful Bidder") shall complete and sign all agreements, contracts, instruments and other documents evidencing and containing the terms and conditions upon which such Successful Bid was made. The Successful bidder will also be required to deposit ten percent of the purchase price in an escrow account to be established by the Debtor.

- (xii) A final hearing will be conducted by the Bankruptcy Court of the Northern District of Alabama, Northern Division in Decatur, Alabama (the “Bankruptcy Court”) on _____ at 10:00 Central Time (the “Sale Hearing”). At the Sale Hearing, Debtor will request that the Bankruptcy Court enter an order: (a) approving (i) any Successful Bid(s) and (ii) the applicable term sheet(s), and (b) authorizing Debtor to consummate the proposed transaction(s).
- (xiii) The Successful Bidder of a going concern sale must be ready, willing and able to close the sale no later than three business days after the Court enters an Order approving the Sale at the Sale Hearing. (“Closing Date”).
- (ivx) If the Successful Bidder fails to consummate the sale by the applicable closing date and in accordance with the terms of its Successful Bid and term sheet, (i) the Debtors will retain the Deposit of such bidder, (ii) the Successful Bidder that fails to consummate the sale transaction will pay the Debtor, as liquidated damages, in addition to the Deposit, an additional amount of money equal to 10% of the Successful Bid, and (iii) Debtor will maintain the right to pursue all available remedies against the bidder. In such event, Debtor may consummate the proposed transaction with the next highest or best bidder at the Auction (the “Alternate Bidder”, which hereafter shall be included in the definition of “Successful Bidder”) at the highest price bid by such bidder at the Auction without the need for further Bankruptcy Court approval, and the Closing Date with respect to such Alternative Bidder shall be no more than ten (10) days after receipt of written notice from Debtor that Debtor intends to proceed with its Bid (or, if that bidder is unable to consummate the transaction at that price, Debtor may consummate the transaction with the next highest bidder, at the Auction and so forth) (the “Alternate Bid”, which hereafter shall be included in the definition of “Successful Bid”).

NOTICE OF THE SALE

12. Under Bankruptcy Rule 2002(a) and (c), Debtor requests that notice of the Offer and proposed sale to Roots of the Target Assets, which it shall serve in conjunction with this Motion upon all creditors of the Debtor and those interested parties via electronic mail or U.S. mail, be deemed adequate and sufficient notice as required by the Bankruptcy Rules. In addition, as noted above, the Debtor has published notice of this sale in worldsweepers.com which provides nationwide notice to all interested parties.

BASIS FOR RELIEF

13. Section 363(b)(1) of the Bankruptcy Code provides, in relevant part, that “[t]he 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). A debtor-in-possession is given these rights by section 1107(a) of the Bankruptcy Code. 11 U.S.C. § 1107(a).

14. Moreover, section 105(a) of the Bankruptcy Code provides that bankruptcy courts “may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

15. Although Section 363 of the Bankruptcy Code does not set forth a standard for determining when it is appropriate for a court to authorize the use, sale or lease of a debtor’s assets, disposition of assets of a debtor should be authorized when there is an articulated business justification for doing so. *In re Gulf States Steel, Inc. of Ala.*, 285 B.R. 497, 515 (Bankr. N.D. Ala. 2002); *See also, e.g., In re Lionel Corp.*, 722 F. 2d 1063 (2nd Cir. 1983); *In re Titusville Country Club*, 128 B.R. 396 (Bankr. W.D. Pa. 1991); *In re Delaware & Hudson Railway Co.*, 124 B.R. 169, 176 (D. Del. 1991).

16. Whether a transaction has a sufficient articulated business justification depends on the facts of the case. *See In re Continental Airlines, Inc.*, 780 F.2d 1223, 1226 (5th Cir. 1986). A bankruptcy court should consider “all salient factors pertaining to the proceeding and accordingly, act to further the diverse interests of Debtor, creditors and equity holders alike.” *Id.*; *Lionel Corp.*, 722 F.2d at 1071. Relevant factors may include: “the proportionate value of the asset to the estate as a whole; the amount of elapsed time since the filing; the likelihood that a plan of reorganization will be proposed and confirmed in the near future; the effect of the proposed disposition on the future plan of reorganization; the amount of proceeds to be obtained from the sale versus appraised

values of the property; and whether the asset is decreasing or increasing in value.” *See Continental Airlines*, 780 F.2d at 1226; *Lionel Corp.*, 722 F.2d at 1071; *In re Delaware & Hudson Railway Co.*, 124 B.R. at 176; *In re Condere Corporation*, 228 B.R. 615, 628 (Bankr. S.D. Miss. 1998).

17. Courts have made it clear that a showing of a sound business justification need not be unduly exhaustive but, rather, a Section 363 movant is “simply required to justify the proposed disposition with sound business reasons.” *In re Baldwin United Corp.*, 43 B.R. 888, 906 (Bankr. S.D. Ohio 1984); *see also In re Orion*, 4 F.3d 1095, 1099 (2nd Cir. 1993) (“[t]he business judgment test affords the trustee or debtor-in-possession broad discretion”).

18. The relief requested by Debtor is in the best interests of the estate and the estate’s creditors because the Sale of the Target Assets as proposed herein will maximize the value of the assets of the Estate. It does this by exposing the Target Assets to the market through the Offer from Roots and by the solicitation of additional offers from other third parties. There is no other means by which a creditor could obtain a greater value for the assets absent that creditor paying more for the assets in which case the purpose of obtaining the highest value for the Target Asset is accomplished.

19. The Offer provides for the payment of \$775,000 to satisfy a large portion of the claims that will be paid out in this case. Moreover, the Sale could produce an even greater benefit for the creditors in the event another bidder offers to pay even more money than Roots. In short, the sale proposed by Debtor is in the best interests of the estate and the creditors because it provides for a much larger amount of guaranteed money than simply liquidating the assets would produce.

WHEREFORE PREMISES CONSIDERED, Debtor Shadrach, Meshach & Abednego, Inc. respectfully requests that this Court enter an order authorizing Debtor to sell the Target Assets free and clear of all existing properly perfected liens, interests, and encumbrances to Roots based on

the terms and conditions set out in the Offer and granting it such other relief that this Court deems just and proper.

Respectfully submitted this 29th day of June, 2017.

/s/ Kevin D. Heard

Kevin D. Heard

/s/ Angela S. Ary

Angela S. Ary

Attorneys for Debtor

Of Counsel:

HEARD, ARY & DAURO, LLC

303 Williams Avenue SW

Park Plaza, Suite 921

Huntsville, Alabama 35801

Tel: (256) 535-0817

Fax: (256) 535-0818

kheard@heardlaw.com

aary@heardlaw.com

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of June, 2017, I served a copy of the foregoing **Amended Motion to Sell Substantially All of the Debtor's Operating Assets and Intellectual Property Free and Clear of Liens, Claims, Interests, and Encumbrances** on the parties listed below and on the attached matrix by depositing the same in the United States Mail, postage prepaid and properly addressed, via electronic mail at the e-mail address below, unless the party being served is a registered participant in the CM/ECF System for the United States Bankruptcy Court for the Northern District of Alabama, service has been made by a "Notice of Electronic Filing" pursuant to FRBP 9036 in accordance with subparagraph II.B.4. of the Court's Administrative Procedures as indicated below:

Notice will be electronically mailed to:

Richard Blythe

Richard_Blythe@alnba.uscourts.gov, courtmaildec@alnba.uscourts.gov

Notice will be mailed by U.S.P.S. to:

Michael K. Wisner
D. Ashley Jones
Chad W. Ayres
Attorneys for Roots Multiclean, Ltd.
WILMER & LEE, PA
100 Washington Street Northeast
Huntsville, AL 35801

Richard E. O'Neal
Assistant U.S. Attorney
Counsel for Internal Revenue Service
1801 4th Avenue North
Birmingham, AL 35203

Kelly Askew Gillikin
Attorney for Alabama Dept. of Revenue
P.O. Box 320001
Montgomery, AL 36132-0001

Arthur F. Ray, Esq.
Arthur.Ray@labor.alabama.gov
Counsel for the Alabama Department of Labor
P.O. Box 320001
Montgomery, AL 36132-0001

Arch Capital Funding, LLC
160 Pearl Street, Suite 5
New York, NY 10005

James T. Baxter, III
Counsel for OES Industries, LLC
2409 Commerce Court, Suite A
P.O. Box 165
Huntsville, AL 35804-0165

David A. Johnson, Esq.
Counsel for Meltdown Asphalt, Inc.
477 Shoup Ave., Suite 109
P.O. Box 52251
Idaho Falls, ID 83405-2251

Stuart Maples, Esq.
Maples Law Firm, P.C.
200 Clinton Ave. W, Suite 1000
Huntsville, AL 35801

LeaseSouth, LLC
300 Clinton Ave. W, Suite 1
Huntsville, AL 35801

LeaseSouth, LLC
P.O. Box 426
Huntsville, AL 35804

All parties on the attached matrix were served via U.S. Mail.

/s/ Kevin D. Heard

Kevin D. Heard

Exhibit A

ASSET PURCHASE AND SALE AGREEMENT

This Agreement is entered into on this 12th day of April, 2017, by and among Shadrach, Meshach & Abednego, Inc., an Alabama corporation ("Seller"), Mark Schwarze, the principal beneficial owner of Seller ("Owner") and Roots Multiclean Ltd., an Indian company ("Roots"), Mr. R. Varun Karthikeyan, Managing Director. (Roots intends to assign this Agreement to a subsidiary entity to be formed in the United States. Until this assignment has been made, Roots shall be referred to as the "Purchaser." Following the assignment of this Agreement by Roots to a subsidiary entity, such subsidiary entity shall be referred to as the "Purchaser" in the place of Roots.)

WITNESSETH:

WHEREAS, Seller wishes to sell specific Assets (defined below) to Purchaser, and Purchaser wishes to purchase those Assets from Seller;

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

1. Definitions. In addition to any other terms defined herein, the following terms shall have the following meanings:

(a) "Assets" means the assets described in Exhibit "A" attached hereto.

(b) "Business" means the manufacturing and sales of street sweepers and parts.

(c) "Goodwill" means all goodwill of the Seller arising from or relating to the Business, including (but in no way limited to) all Seller's and/or Owner's interests in the name "Victory Sweepers" and any variants thereof.

2. Assets Conveyed and Purchase Price. At the Closing, Seller hereby agrees to sell, transfer, convey, and deliver to Purchaser, and Purchaser agrees to purchase and receive from Seller, the Assets. The purchase price for the Assets (the "Purchase Price"), shall be the total sum of Seven Hundred Seventy Five Thousand U.S. Dollars (\$775,000.00), payable as set forth in Paragraph 3 below. All reference to payment of funds hereunder shall be made in U.S. Dollars.

3. Payment of Purchase Price.

(a) At the Closing, Purchaser (either Roots or its subsidiary corporation) shall pay to Seller in U.S. Dollars within four weeks after all contingencies set forth in Section 6 of this Agreement have been satisfied, the sum of Seven Hundred Seventy Five Thousand U.S. Dollars (\$775,000.00) by wire transfer to an account designated by Seller as designated by the US Bankruptcy Court; provided, however, from said purchase price the sum of One Hundred Thousand U.S. Dollars (\$100,000.00) (the "Holdback Amount") shall be held back (not paid to Seller or its creditors) for a period of twenty four (24) months (the "Holdback Period"). During the Holdback Period, the Holdback Amount shall be held by Wilmer & Lee, P.A., or such other third party as may be approved by the United States

For ROOTS MULTICLEAN LTD

Bankruptcy Court, as an escrow agent acting pursuant to an escrow agreement approved by all parties, and the Holdback Amount shall be available for pay unto Purchaser any amounts owed to Purchaser by Seller or Owner pursuant to the indemnification obligations of Seller and Owner set forth in Section 7(a) of this Agreement. Purchaser will not be liable to pay any undisclosed liabilities created by Seller and/or Owner. Only Seller and Owner shall be responsible for any such undisclosed liabilities. If any claim is made on Purchaser by undisclosed creditors, then all costs incurred by Purchaser with respect to such claim, including the costs of defending such claim, shall be paid from the Holdback Amount.

(b) As additional consideration, Purchaser shall pay for a period of three (3) years following the Closing, on an annual basis, an amount equal the five percent (5%) of the net profits earned by the "Victory Sweepers" division of Purchaser or its subsidiary corporation (meaning the net profits from the subsidiary corporation's sales of sweeper units and parts sold using the technology purchased from Seller), as determined for United States income tax purposes without any deduction taken for such taxes. Said amount shall be paid to a "Disbursing Agent" designated by the United States Bankruptcy Court concurrent with the Bankruptcy Court's approval of this Agreement, within ninety (90) days after the annual financial statement of the "Victory Sweepers" division of Purchaser, or its subsidiary corporation, have been "certified or audited" by outside accountants.

(c) Purchaser and Seller mutually agree to timely prepare and file with the Internal Revenue Service all reports and returns which are respectively required by law to be filed by each of them in connection with the transactions contemplated herein.

(d) Purchaser will not assume or have any responsibility with respect to any liability of Seller.

4. Representations and Warranties of Seller. Seller and Owner hereby represent and warrant to Purchaser as of the date hereof, and as of the date of the Closing:

(a) Organization and Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Alabama, and has the corporate power to make and perform this Agreement and the transactions contemplated hereby.

(b) Authority. The making and performance by Seller of this Agreement and the transactions contemplated herein have been duly authorized by all necessary corporate action and will not violate any provision of their respective Articles of Incorporation or By Laws.

(c) Execution. This Agreement has been duly authorized, executed and delivered by Seller, and constitutes the legal, valid and binding obligation of the Seller, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.

(d) Assets are Delivered "AS IS" and "WHERE IS". Except as expressly provided herein, the Assets are being sold by Seller "AS IS," "WHERE IS" and with no express or implied warranty

of any kind, including, but not limited to, any implied warranty of merchantability or fitness for any particular purpose, whatsoever.

(e) Title to Assets. Seller has or will have as of the date of closing, good and marketable title to, or a valid leasehold interest (but only where it has been specifically disclosed that Seller's interest is a leasehold interest) in, the assets used by it, located on its premises, or shown on the most recent balance sheet or acquired after the date thereof, except for properties and assets disposed of in the ordinary course of business since the date of the most recent balance sheet. Without limiting the generality of the foregoing, Seller and Owner represent and warrant that Seller has good and marketable title to all of the Assets, free and clear of any liens (except only those set forth on Schedule 4(d) hereto) or restriction on transfer.

(f) Inclusion of Debts. Seller has identified and listed as creditors all entities and persons to whom the Seller was indebted as of the date of this agreement and will further list all such creditors, including those whose debts are contingent, unliquidated or disputed in its bankruptcy schedules. Seller further agrees to periodically update the list of creditors so that all of its known creditors receive notice of the sale of assets pursuant to this Agreement.

(g) Non-Contravention. Neither the execution and the delivery of this Agreement, nor the consummation of the Contemplated Transactions, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller is subject or any provision of the charter or bylaws of Seller or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Lien upon any of its assets). Seller does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the Contemplated Transactions.

(h) Contracts Relevant to Work in Progress. Attached hereto as Exhibit "B" is a complete list of contracts necessary for the completion of Seller's work in progress. As payment of all amounts owed by Seller is essential to Purchaser acquiring the value for what it is paying for Seller's goodwill, each of these contracts shall be approved by the United States Bankruptcy Court, and the United States Bankruptcy Court shall approve the payment of all amounts owed by Seller to the other parties to these contracts as part of Seller's bankruptcy proceedings.

5. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as of the date hereof, and as of the date of the Closing:

(a) Organization and Standing. Purchaser is a Company duly organized validly existing and in good standing under the laws of India. Prior to Closing, Purchaser shall have either qualified to do business in the State of Alabama or assigned this Agreement to a subsidiary corporation which is qualified to do business in the State of Alabama, and has the corporate and individual power to make and perform this Agreement and the transactions contemplated hereby.

(b) Authority. The making and performance by Purchaser of this Agreement and the transactions contemplated herein have been duly authorized by all necessary corporate action and will not violate any provision of their respective Articles of Incorporation or By Laws.

(c) Execution. This Agreement has been duly authorized, executed and delivered by the Purchaser, and constitutes the legal, valid and binding obligation of the Purchasers, enforceable in accordance with the terms herein.

6. Conditions to Purchaser's Obligations to Close. Notwithstanding anything to the contrary set forth herein, Purchaser's obligation to purchase the Assets is made wholly contingent upon each of the following conditions: (a) all aspects of the transaction being first approved by the United States Bankruptcy Court (specifically including, but in no way limited to the approval of the contracts listed on Exhibit "B" hereto, as well as the payment of all amounts owed by Seller to the parties to such contracts); (b) Seller's and Owner's representations and warranties being accurate at the time of the execution of this Agreement and also at all times until and including the Closing; and (c) Owner and Purchaser entering into an employment and non-competition agreement that provides terms under which Purchaser will employ Owner following the Closing, and that restricts Owner's right to conduct or participate in any venture that competes with the Business, during the term of his employment and for a period of four (4) years after the termination of his employment.

7. Indemnity.

(a) From and after the date of Closing, Seller and Owner, jointly and severally, will indemnify, defend, and hold harmless Purchaser from and against the following:

(i) any and all liabilities or claims of any nature, whether accrued, absolute, contingent or otherwise, arising out of the Seller's operation of the Business prior to the Closing, except as specifically assumed by Purchaser; and

(ii) any and all losses, claims, suits, demands, damages, costs or expenses of any nature (including reasonable attorney's fees and any reasonable expense incurred in the investigation of any such matter) arising from or relating to any breach by Seller of any provision of this Agreement.

(b) From and after the date of Closing, Purchaser will indemnify, defend, and hold harmless Seller from and against the following:

(i) any and all liabilities or claims of any nature, whether accrued, absolute, contingent or otherwise, arising out of the Purchaser's operation of the Business after the Closing.

(ii) any and all losses, claims, suits, demands, damages, costs or expenses of any nature (including reasonable attorney's fees and any reasonable expense incurred in the investigation of any such matter) arising from or relating to any breach by Purchaser of any provision of this Agreement.

8. Closing. The Closing hereunder shall occur on or before four weeks following the later of the date all contingencies set forth in Section 6 of this Agreement have been satisfied.

9. Further Assurances. The parties agree that upon request by any party, they shall do such further acts and deeds, and shall execute, acknowledge, deliver and record such other documents and instruments, as may be reasonably necessary from time to time to further evidence, confirm or carry out the intent and purposes of this Agreement.

10. Miscellaneous Terms. (i) Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns; (ii) Law to Govern. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama; (iii) Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; (iv) Costs and Attorneys' Fees. In the event it should become necessary for any party to retain an attorney or institute any legal proceedings to successfully enforce the terms hereof after a breach by any other party, then the successful party shall be entitled to recover from the breaching parties the reasonable attorney's fees, costs and expense relating thereto; (v) Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all other representations, agreements and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein; (vi) Assignment. Purchaser may assign its interests in this Agreement to a subsidiary of Purchaser, but no other assignments by the parties of their interests in this Agreement shall be made without the consent of the other party; (vii) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original; (viii) Survival. All representations, covenants, and warranties contained herein shall survive the execution and delivery hereof, and the delivery of the Assets, in all respects; (ix) Expenses. Seller and Purchaser each shall pay their respective expenses incident to the preparation and carrying out of this agreement; provided Purchaser shall pay one-half of legal fees of Seller's counsel, Sirote & Permutt, P.C., but not to exceed \$10,000, (x) Notice. Any notice required pursuant to the provisions of this Agreement will be sent to the Seller in care of Mark Schwarze, President, Shadrach, Meshach & Abednego, Inc., 9584 Madison Boulevard, Madison, Alabama 35758. Any notice required pursuant to the provisions of this Agreement will be sent to the Purchaser in care of c/o Mr. R. Varun Karthikeyan, Managing Director, RKG Industrial Estate, Ganapathy, Coimbatore, Tamil Nadu, India, PIN – 641 006.; and (xi) Dispute Resolution. In the event that a dispute occurs regarding the mutual responsibilities of the parties as explained in this Agreement; and if that dispute cannot be resolved to the satisfaction of the parties, then the parties do agree to enter into binding arbitration in Huntsville, Alabama, before three arbitrators appointed by the American Arbitration Association and pursuant to the Commercial Arbitration Rules of the American Arbitration Association in effect at the time any arbitration proceeding is commenced. Any arbitration award shall be final, binding and nonappealable and judgment upon such arbitration award may be entered in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered

as of the day and year first above written.

Shadrach, Meshach & Abednego, Inc.

By: 

MARK SCHWARZE, President

Roots Multiclean Ltd.

By: 

Mr. B. Varun Karthikeyan, Managing Director

EXHIBIT LIST

<u>Exhibit</u>	<u>Document</u>
A	Assets Schedule
B	Vendor Contracts to be Paid at Closing

Exhibit A

Assets Schedule

Exhibit A

Assets Schedule

EXHIBIT LIST

<u>Exhibit</u>	<u>Document</u>
A	Assets Schedule
B	Vendor Contracts to be Paid at Closing

For ROOTS MULTICLEAN LTD


R. VARUN KARTHIKEYAN
Managing Director

Amended
Exhibit A

Assets Schedule

Inventory –

I. Inventory List

Fixed Assets –

I. Fixed Asset List

Intellectual Property –

- I. List of Intellectual Property by Victory Model, including complete 3-D assembly drawings in SolidWorks, individual parts drawings, for fabrication, Operations Manuals, Parts Manuals, Bill of Material; including electronic copies of the assembly, subassembly and individual part drawings in SolidWorks.
- II. List of website URL addresses owned by Victory

Goodwill –

All goodwill of the Seller arising from or relating to the Business, including (but in no way limited to) all Seller's and/or Owner's interests in the name "Victory Sweepers" and any variants thereof.

For ROOTS MULTICLEAN LTD


R. VARUN KARTHIKEYAN
Managing Director

Victory Sweepers, Inc.

(Confidential)

Intellectual Property

Complete 3-D (Solidworks) models, individual part drawings for fabrication, operation/parts manuals and BOM's for each of these products

• **Victory Sweepers, Inc. Product Line**

○ MARK Platform

- MARK II (Original sweeper)
 - MARK II Dual Fuel
- MARK I

○ LIBERTY Platform

- Liberty DX
 - SE - Single Engine
 - DX-DF (Dual Fuel – gas chassis, diesel auxiliary)
- Liberty GX

○ "C" Platform

- Victory CXG

○ Tow Behind Platform

- T600
- E600 (all Electric)
- T700 (bigger more municipal version of T600) (completely modeled, designed and is ready to prototype)

○ Bed Mount Platform

- Victory Liberator (newest product)

○ Trailer Trash Separator

- New Product
- Designed to separate reusable dirt from trash before it's disposed of
- Ready to Prototype

○ Liberty Platform

- MARK III Medium sized road and lot sweeper.
- Designed to complete directly with Tymco 435 and Schwarze A4000
- Ready to Prototype

- Large assortment of "Will-Fit" (all modeled and designed), replacement parts for MASCO, Schwarze, TYMCO, Elgin, Skavinjer and Nite Hawk sweepers, including:

- Sweeping heads
- Drag Arms
- Fans
- Body Components

- o Skids
 - o Intake and exhaust tubes
 - o Fan Housings
 - o Controls Consoles
- Domain Names directed towards Victory Website
 - o 65+
- Victory Sweepers Web Site -- www.victorysweepers.com
- SPX (Sweeper Parts Xpress) Website -- www.sweeperpartsexpress.com
- Sweeper Parts Online -- www.sweeperpartsonline.com

Molds

- Hopper Intake tube (original cost approximately \$18k) generates about \$3k a month in GP as a proprietary replacement part
- Water tanks Liberty - (Original mold cost approximately \$9k and \$10k)
- Sweeping head intake and pressure tubes (original costs approximately \$8k total) discontinued part on current models.

For ROOTS MULTICLEAN LTD


R. ARUN KARTHIKEYAN
Managing Director

VSI Fixed Asset Inventory w LeaseSouth Assets highlighted in yellow 01 11 2017

LOCATION	DESCRIPTION	QTY	EST CURRENT VALUE	EXT VALUE
S HARVEY	GIGAPARTS COMPUTER WORK STATION	1.00	\$2,000.00	\$2,000.00
	DELL 22" MONITOR	1.00	\$100.00	\$100.00
	PAIR HARMON SPEAKERS	1.00	\$10.00	\$10.00
	HP LASERJET PRINTER P1102-W	1.00	\$50.00	\$50.00
	APC BACKUP POWER SUPPLY	1.00	\$50.00	\$50.00
	LARGE L SHAPED DARK CHERRY DESK	1.00	\$1,000.00	\$1,000.00
	SMALL DARK CHERRY FILING CABINET	1.00	\$100.00	\$100.00
	MISC BOOK CASE	2.00	\$50.00	\$100.00
	ROLLING WORK TABLE	1.00	\$50.00	\$50.00
	MISC CHAIRS	3.00	\$100.00	\$300.00
	SOLIDWORKS PRO CAD SOFTWARE	2.00	\$6,500.00	\$13,000.00
CONFERENCE	LARGE CONFERENCE TABLE	1.00	\$3,000.00	\$3,000.00
	MISC CHAIRS	7.00	\$50.00	\$350.00
	MISC FOLDING CHAIRS	8.00	\$20.00	\$160.00
	MISC PLASTIC SHELF	1.00	\$50.00	\$50.00
	LARGE WHITE BOARDS	2.00	\$100.00	\$200.00
	24" TV W-DVD/VHS PLAYER	1.00	\$250.00	\$250.00
	MISC COMPUTER MONITOR	1.00	\$100.00	\$100.00
	MISC PICTURES	3.00	\$50.00	\$150.00
	DELL PROJECTOR	1.00	\$750.00	\$750.00
M. SCHWARZE	LARGE MAPLE DESK	1.00	\$2,000.00	\$2,000.00
	MAPLE CREDENZA	1.00	\$1,000.00	\$1,000.00
	SMALL MAPLE FILING CABINET	1.00	\$100.00	\$100.00
	LARGE METAL FILING CABINET	1.00	\$100.00	\$100.00
	MISC CHAIRS	3.00	\$100.00	\$300.00
	DELL COMPUTER WORK STATION	1.00	\$1,500.00	\$1,500.00
	ACER COMPUTER MONITOR	1.00	\$100.00	\$100.00
	MISC BOOK SHELF	2.00	\$100.00	\$200.00
	LASER PRINTER	1.00	\$400.00	\$400.00
	APC BACKUP POWER SUPPLY	1.00	\$50.00	\$50.00
	PAIR HARMON SPEAKERS	1.00	\$20.00	\$20.00
J. LOVEDAY	DARK CHERRY DESK	1.00	\$750.00	\$750.00
	MISC BOOK SHELF	1.00	\$100.00	\$100.00
	MISC CHAIRS	3.00	\$50.00	\$150.00
	PAPER SHREDDER	1.00	\$40.00	\$40.00
	LAPTOP COMPUTER	1.00	\$1,500.00	\$1,500.00
	ACER COMPUTER MONITOR	1.00	\$100.00	\$100.00
	MISC FLOOR HEATER	1.00	\$50.00	\$50.00
C. BAUMOHL	HORIZONTAL FILING CABINETS	2.00	\$300.00	\$600.00
	FOLDING TABLE	1.00	\$50.00	\$50.00
	LARGE MAPLE DESK	1.00	\$2,000.00	\$2,000.00
	SMALL MAPLE FILING CABINET	1.00	\$100.00	\$100.00
	MISC CHAIRS	3.00	\$50.00	\$150.00
	ASUS GIGAPARTS COMPUTER	1.00	\$1,000.00	\$1,000.00
	HP LASER PRINTER	1.00	\$400.00	\$400.00
ENGINEERING	LARGE L SHAPED DARK CHERRY DESK	1.00	\$1,000.00	\$1,000.00
	MISC CHAIR	1.00	\$50.00	\$50.00
	SMALL WHITE BOARD	1.00	\$20.00	\$20.00

For ROOTS MULTICLEAN LTD


R. VARUN KARTHIKEYAN
Managing Director

VSI Fixed Asset Inventory w LeaseSouth Assets highlighted in yellow 01 11 2017

T. BUSH	LARGE L SHAPED DARK CHERRY DESK	1.00	\$1,000.00	\$1,000.00
	HP LAPTOP COMPUTER	1.00	\$1,500.00	\$1,500.00
	BOOK SHELF	1.00	\$50.00	\$50.00
	BROTHER PRINTER	1.00	\$100.00	\$100.00
	MISC CHAIRS	3.00	\$50.00	\$150.00
	APC BACKUP	1.00	\$50.00	\$50.00
	MISC SPEAKERS	1.00	\$20.00	\$20.00
	SMALL WHITE BOARD	1.00	\$20.00	\$20.00
L. ANDERSON	LARGE L SHAPED DARK CHERRY DESK	1.00	\$1,000.00	\$1,000.00
	METAL FILING CABINET	3.00	\$100.00	\$300.00
	WIRE SHELF	1.00	\$50.00	\$50.00
	MISC CHAIR	2.00	\$50.00	\$100.00
RECEPTION	LARGE L SHAPED DARK CHERRY RECEPTIONIST DESK	1.00	\$1,000.00	\$1,000.00
	MISC CHAIRS	4.00	\$50.00	\$200.00
	TALL BLACK METAL FILING CABINETS	4.00	\$100.00	\$400.00
	CHERRY END TABLE	1.00	\$50.00	\$50.00
	TYPE WRITER	1.00	\$200.00	\$200.00
				\$0.00
SERVER ROOM	DELL ENGINEERING SERVER	1.00	\$2,000.00	\$2,000.00
	HP LAPTOP COMPUTER	1.00	\$1,500.00	\$1,500.00
	COMPUTER MONITOR	1.00	\$100.00	\$100.00
	NETGEAR SWITCH	1.00	\$300.00	\$300.00
	SMALL DESK	2.00	\$200.00	\$400.00
	SAFE	1.00	\$1,000.00	\$1,000.00
	LARGE L SHAPED DESK W-CREDENZA	2.00	\$750.00	\$1,500.00
	SMALL CHERRY FILING CABINET	1.00	\$100.00	\$100.00
	SIDE CHAIR	1.00	\$50.00	\$50.00
SALES AREA	SALES CUBICAL	4.00	\$750.00	\$3,000.00
	MISC CHAIRS	5.00	\$50.00	\$250.00
	BOOK SHELF	2.00	\$50.00	\$100.00
CHAPLAND	SMALL OAK DESK	1.00	\$200.00	\$200.00
	SMALL CHERRY FILING CABINET	1.00	\$100.00	\$100.00
	MISC CHAIRS	2.00	\$50.00	\$100.00
	SMALL END TABLE	1.00	\$50.00	\$50.00
	ELECTRIC HEATER	1.00	\$50.00	\$50.00
R. HODGES	LARGE L SHAPED DARK CHERRY DESK	1.00	\$1,000.00	\$1,000.00
	BOOK SHELF	1.00	\$50.00	\$50.00
	MISC CHAIRS	2.00	\$50.00	\$100.00
	SMALL METAL FILING CABINET	1.00	\$50.00	\$50.00
	MISC SPEAKERS	1.00	\$20.00	\$20.00
EMPTY #3	LARGE L SHAPED DARK CHERRY DESK W-CREDENZA	1.00	\$1,000.00	\$1,000.00
	MISC CHAIRS	2.00	\$50.00	\$100.00
	BROTHER PRINTER	1.00	\$50.00	\$50.00
	MISC BOOK SHELF	1.00	\$50.00	\$50.00
BREAK ROOM	REFRIDGERATOR	1.00	\$750.00	\$750.00
	3 X 10 PLASTIC FOLDING TABLE	1.00	\$150.00	\$150.00
	MICROWAVE OVEN	1.00	\$50.00	\$50.00

For ROOTS MULTICLEAN LTD

RAJATUN KARTHIKEYAN
Managing Director

VSI Fixed Asset Inventory w LeaseSouth Assets highlighted in yellow 01 11 2017

SHOP	BALANCER	1.00	\$15,000.00	\$15,000.00
	JIB CRANES	2.00	\$3,000.00	\$6,000.00
	MIG WELDERS	3.00	\$1,500.00	\$4,500.00
	TIG WELDER	1.00	\$2,000.00	\$2,000.00
	HYPER THERM PLASMA CUTTER	1.00	\$2,500.00	\$2,500.00
	SPEED RACKS	34.00	\$250.00	\$8,500.00
	SCREW AIR COMPRESSOR	1.00	\$5,000.00	\$5,000.00
	AIR TANK RESEVOIR 100 GLLON	1.00	\$400.00	\$400.00
	SMALL METAL FILING CABINET (HALL)	1.00	\$50.00	\$50.00
	SMALL METAL FILING CABINET (PARTS)	2.00	\$50.00	\$100.00
	LARGE METAL FILING CABINET (PARTS)	1.00	\$100.00	\$100.00
	CRANE A-FRAME	1.00	\$1,500.00	\$1,500.00
	LATHE	1.00	\$1,500.00	\$1,500.00
	MILL	1.00	\$1,500.00	\$1,500.00
	VERTICAL SAW	1.00	\$1,000.00	\$1,000.00
	DRILL PRESS	2.00	\$300.00	\$600.00
	BENCH GRIDER	2.00	\$50.00	\$100.00
	SIDE GRIDER	2.00	\$50.00	\$100.00
	METAL CABINETS	5.00	\$100.00	\$500.00
	4 X 8 ACORN TABLE	1.00	\$2,000.00	\$2,000.00
	4 X 4 ACORN TABLE	1.00	\$1,000.00	\$1,000.00
	MAGNETIC DRILL	1.00	\$750.00	\$750.00
	14" ABRASIVE CHOP SAW	1.00	\$750.00	\$750.00
	12" CHOP SAW	1.00	\$50.00	\$50.00
	RED PARTS SHELF (PARTS)	12.00	\$100.00	\$1,200.00
	TILT DUMPSTER	2.00	\$500.00	\$1,000.00
	5000# FORK LIFT	1.00	\$5,000.00	\$5,000.00
	REFRIDGERATOR	1.00	\$100.00	\$100.00
	COLD SAW 14"	1.00	\$2,500.00	\$2,500.00
	FLOOR FAN 42"	2.00	\$100.00	\$200.00
	30" PEDISTOL FAN	1.00	\$100.00	\$100.00
	AIR RIV-NUT GUN	1.00	\$750.00	\$750.00
	AIR RIVET GUN	1.00	\$150.00	\$150.00
	JET PEDISTAL BELT/DISC SANDER	1.00	\$500.00	\$500.00
	AC PORTABLE HYD PUMP	1.00	\$750.00	\$750.00
	DESKTOP COMPUTER	2.00	\$500.00	\$1,000.00
	DESKTOP MONITOR	2.00	\$100.00	\$200.00
	PRINTER	1.00	\$50.00	\$50.00
	30" BOLT BEN	2.00	\$750.00	\$1,500.00
	HYD HOSE CRIMPER	2.00	\$1,500.00	\$3,000.00
	HYD HOSE CUTTER	1.00	\$500.00	\$500.00
	HYD HOSE CLEANER BLOWER	1.00	\$500.00	\$500.00
	SHOP VAC LARGE	2.00	\$100.00	\$200.00
	FUEL CADDY 30 GALLON	3.00	\$100.00	\$300.00
	BIG RED BULLET HEATER 30 GALLON	1.00	\$500.00	\$500.00
	PRESSURE WASHER	2.00	\$100.00	\$200.00
	FLOOR SWEEPERS PUSH TYPE	3.00	\$100.00	\$300.00
	LARGE HD FLOOR JACK	2.00	\$500.00	\$1,000.00
	TRANSMISSION JACK	2.00	\$350.00	\$700.00
	AIR GREASER W-BARREL	1.00	\$250.00	\$250.00
	MILLER TIG WELDER (BROKE)	1.00	\$1,000.00	\$1,000.00
	LARGE UNIT CART	3.00	\$450.00	\$1,350.00
	SMALL UNIT CART	2.00	\$350.00	\$700.00
OUTSIDE	SPEED RACKS	17.00	\$250.00	\$4,250.00
	CAR TRAILER 16'	1.00	\$1,000.00	\$1,000.00
	SCHWARZE ORIGINAL SWEEPER UNIT	1.00	\$0.00	\$0.00
				\$0.00

For ROOTS MULTICLEAN LTD

R. VARUN KARTHIKEYAN
Managing Director

VSI Fixed Asset Inventory w LeaseSouth Assets highlighted in yellow 01 11 2017

TOOLING OFFSITE	51046 105 GALLON WATER TANK MOLD	1.00	\$5,000.00	\$5,000.00
	50014 HOPPER INTAKE TUBE MOLD	1.00	\$20,000.00	\$20,000.00
	50133 INTAKE TUBE HEAD MOLD	1.00	\$1,500.00	\$1,500.00
	50134 PRESSURE TUBE HEAD MOLD	1.00	\$1,500.00	\$1,500.00
TOOLING ONSITE	50023-T TOOLBOX MOLD PLUG	1.00	\$20,000.00	\$20,000.00
	50014-T HOPPER INTAKE TUBE MOLD PLUG	1.00	\$10,000.00	\$10,000.00
= LeaseSouth Lease Assets				\$200,210.00

For ROOTS MULTICLEAN LTD


R. VARUN KARTHIKEYAN
Managing Director

Printable Domain List

[Print](#)

Domain Name	Expires	Status
24-7PARTS.COM	4/22/2017	Active
bogosweeperparts.com	3/12/2017	Active
cheapersweeperpartsonline.com	3/12/2017	Active
CLEANDOGG.COM	4/9/2017	Active
CLEANERDOGG.COM	4/9/2017	Active
CONTRACTSWEEPERSOFAMERICA.COM	12/26/2016	Active
fullhopper.com	6/20/2017	Active
LITTERDOGG.COM	4/9/2017	Active
LOTDOG.COM	4/9/2017	Active
LOTDOGG.COM	8/14/2017	Active
onlinesweeperparts.com	6/20/2017	Active
paylessweepers.com	6/20/2017	Active
SCHWARZEPARTS.COM	11/20/2016	Expired - Renewable
SCHWARZESWEEPERS.COM	5/2/2017	Active
streetsweepertruck.com	4/6/2017	Active
SWEEPDOG.COM	4/9/2017	Active
SWEEPDOGG.COM	4/9/2017	Active
sweepercatalog.com	6/20/2017	Active
sweepercomponents.com	12/7/2016	Active
SWEEPERDOG.COM	4/9/2017	Active
SWEEPERDOGG.COM	4/9/2017	Active
sweeperdown.com	6/20/2017	Active
sweeperfans.com	3/12/2017	Active
sweeperfixer.com	12/7/2016	Active
sweeperheads.com	3/12/2017	Active
sweeperpartscatalog.com	6/20/2017	Active
SWEEPERPARTSDEPOT.COM	11/28/2016	Active
SWEEPERPARTSDIRECT.COM	3/31/2017	Active
SWEEPERPARTSEXPRESS.COM	1/24/2018	Active
sweeperparisonline.com	3/12/2018	Active
SWEEPERPARTSUSA.COM	11/29/2016	Active
SWEEPERPARTSXPRESS.COM	1/24/2018	Active
sweeperpieces.com	12/7/2016	Active
sweeperrepair.com	12/7/2016	Active

For ROOTS MULTICLEAN LTD

12/8/2016

<https://kcc.godaddy.com/kcc50/PrintListForDomains.aspx?activeview=Domain&pageSelection=current>

sweeperrepairparts.com	12/7/2016 Active
sweepersdown.com	6/20/2017 Active
sweeperselling.com	12/7/2016 Active
sweeperskids.com	3/12/2017 Active
SWEEPERSUPPLIES.COM	5/9/2017 Active
SWEEPERSUPPLY.COM	3/30/2017 Active
sweepertruckparts.com	12/7/2016 Active
sweepertrucksales.com	12/7/2016 Active
SWEEPINGDOG.COM	4/9/2017 Active
SWEEPINGDOGG.COM	4/9/2017 Active
SWEEPINGPARTSDIRECT.COM	3/31/2017 Active
sweepingpartsonline.com	3/12/2017 Active
thefullhopper.com	6/20/2017 Active
TOW-VAC.COM	12/7/2016 Active
towbehindsweeper.com	3/12/2017 Active
towbehindsweepers.com	3/12/2017 Active
towedsweeper.com	3/12/2017 Active
towedsweepers.com	3/12/2017 Active
TOWVAC.COM	4/17/2017 Active
trailersweeper.com	3/12/2017 Active
trailersweepers.com	3/12/2017 Active
trailervac.com	3/12/2017 Active
TRASHDOGG.COM	4/9/2017 Active
usedsweepertrucks.com	12/7/2016 Active
usedsweepertrucksales.com	12/7/2016 Active
usedsweepingparts.com	12/7/2016 Active
VICTORYSWEEPER.COM	9/9/2018 Active
VICTORYSWEEPERS.COM	9/9/2018 Active
WHOLESALESWEEPERPARTS.COM	11/28/2016 Active
WHOLESALESWEEPERS.COM	11/28/2016 Active
WILLFITPARTS.COM	3/29/2017 Active

[Close Window](#)

Copyright © 1999 - 2016 GoDaddy Operating Company, LLC. All Rights Reserved. [Privacy Policy](#)

For ROOTS MULTICLEAN LTD


R. VARUN KARTHIKEYAN
Managing Director

<https://kcc.godaddy.com/kcc50/PrintListForDomains.aspx?activeview=Domain&pageSelection=current>

2/2

Exhibit B

Roots Multiclean Ltd or it US Subsidiary Corporation
Offer to Purchase Shadrach, Meschach & Abednego, Inc.

May 10, 2017

Amount	Class	Percentage	Amount
Due	Total	To Be Paid	To Be Paid

Creditor Class:

Wage Claims:

AL Child Support	Alabama Child Support Wll	\$ (2,353.82)		
Employee Wages	- Add: Charles Langford/Dustin Beaver	\$ (36,000.00)		
		\$ (38,353.82)	100.00%	\$ (38,353.82)

Tax Claims:

Internal Revenue Service - Estimate (Net of OIC)		\$ (3,00,000.00)	10.00%	\$ (30,000.00)
AL & ND Dept of Revenue		\$ (32,500.00)	75.00%	\$ (24,375.00)
		\$ (3,32,500.00)		

UCC Filings - Other than IRS and State of AL:

LeaseSouth	Leased Shop and Office Etc	\$ (12,000.00)	100.00%	\$ (12,000.00)
------------	----------------------------	----------------	---------	----------------

For ROOTS MULTICLEAN LTD


KARUN KARTHIKEYAN
Managing Director

Secured Title (MSO), Prepaid, Security Interest:

Bale Chevrolet/ Isuzu	\$ (91,657.00)	
Bancorp Bank	\$ (1,36,547.09)	
Ed Voyles Dodge/Ram	\$ (8,657.00)	
Gator Isuzu	\$ (1,38,083.25)	
Prepaid Chassis and Sweepers	\$ (2,75,512.50)	
	\$ (6,50,256.84)	85.00% \$ (5,52,888.30)

General Unsecured Creditors:

AquaTec	(621.00)	
Bennett's	(18,993.41)	
BEX	(3,585.08)	
Covenant Solutions, Inc.	16,840.43	
Dalton Bearing - NSF	(3,538.65)	
Dynatorch	355.50	
Flow Dynamics - NSF	(1,708.52)	
Gas House	(18,941.38)	
Gear Pumps	(8,799.81)	
Hometown Grocery	(1,082.43)	
Humbolt	(961.75)	
Heritage Fire Equipoment, Inc.	(7,601.46)	
Interstate Sheet Metal	(15,062.91)	
Kroger - NSF	(800.83)	
May, Adam, Gerdes & Thompson	(508.80)	
McElwain Industries	(23,667.83)	
McKenzie CNC	(2,063.65)	
OES Industries	(88,000.00)	
Old Dominion Freight - NSF	(295.16)	
OnDeck IT Services	(4,533.45)	
O'Reilly's Auto Parts	(19,189.29)	
Premier Payroll (Finatra)	(756.75)	

För ROOTS MULTICLEAN LTD

EDUARDON KARTHIKEYAN
Managing Director

