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

In re:	)	Chapter 11
	)	No. 17-18858
Spruha Shah, LLC, and Sneh and Sahil	)	Jointly Administered
Enterprises, Inc.,	)	*Hon. Deborah L. Thorne*
	)	Hearing Date: July 10, 2018
Debtors.	)	Hearing Time: 9:30 a.m.

NOTICE OF MOTION

To: See Attached Service List

You are hereby notified that on July 10, at 9:30 a.m., or as soon after as I may be heard, I will appear before the Honorable Deborah L. Thorne at 219 S. Dearborn Street, Chicago, Illinois Courtroom 613, and I will then and there present the attached: Debtors' Motion To Approve Sale of Real Estate. You may appear and be heard on this matter at that place and time if you so desire.

/s/ Timothy C. Culbertson

CERTIFICATION OF SERVICE

I, the undersigned attorney, certify that I served those appearing on the Service List attached hereto a copy of this Notice and the Debtors' Motion To Approve Sale of Real Estate by causing the same to be delivered by the Court's ECF filing system to those who receive such notices, and as to the remaining recipients by causing the same to be placed in the U. S. Mail, first class postage prepaid, before the hour of 4:30 p.m. on the 3rd day of July, 2018.

/s/ Timothy C. Culbertson

Timothy C. Culbertson
ARDC No. 6229083
P.O. Box 677
Cary, Illinois 60013
(847) 913-5945
tcculb@gmail.com

Service List

Via CM/ECF:

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

Brandon R. Freud on behalf of Creditor MB Financial Bank
brfreud@rwrlaw.com

Kenneth D. Peters ob behalf of
Direct Capital Corporation
kpeters@dresslerpeters.com,

Via U.S. Mail:

U.S. Small Business Assoc.
2401 W. White Oaks Dr.
Springfield, IL 62704

Axis Capital, Inc.
308 N. Locust St., Suite 100
Grand Island, NE 68801

Internal Revenue Service
Centralized Insolvency Operation
P.O. Box 7346
Philadelphia, PA 19101-7346

Illinois Department of Revenue
Bankruptcy Section
P.O. Box 64338
Chicago, IL 60664-0338

IL Dept. of Revenue
Bankruptcy Section Level 7-425
100 W. Randolph St.
Chicago, IL 60606

Illinois Dept. of Employment Security
4519 W Main St.
Belleville, IL 62226

The Leasing Experts, Inc.
9710 E. Indigo St., Suite 2
Miami, FL 33157

Financial Pacific Leasing, Inc.
P.O. Box 4568
Federal Way, WA 98001

U.S. Bank Equipment Finance
1310 Madrid St.
Marshall, MN 56258

Financial Agent Svcs.
P.O. Box 2576
Springfield, IL 62708

Wells Fargo Bank
300 Tri-State International
Lincolnshire, IL 60069

State Bank of Texas
11950 Webb Chapel Rd.
Dallas, TX 75234

Macy's American Express Card
PO Box 8113
Mason, OH 45050

American Express
P.O. Box 30384
Salt Lake City, Utah 84130-0384

Chase Card
PO Box 1423
Charlotte, NC 28201

Citi Credit Card
P.O. Box 6500
Sioux Falls, SD 57117-6500

Bank of America Credit Card
P.O. Box 15019
Wilmington, DE 19850-5019

Costco Visa Card
PO Box 790046
St. Louis, MO 63179

Pay Pal Credit Card
PO Box 960080
Orlando, FL 32898

IN THE UNITED STATES BANKRUPTCY COURT
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In re:	)	Chapter 11
	)	No. 17-18858
Spruha Shah, LLC, and Sneh and Sahil	)	Jointly Administered
Enterprises, Inc.,	)	*Hon. Deborah L. Thorne*
	)	Hearing Date: July 10, 2018
Debtors.	)	Hearing Time: 9:30 a.m.

MOTION TO APPROVE SALE OF REAL ESTATE

The Debtors and Debtors-in-Possession, Spruha Shah, LLC, and Sneh and Sahil Enterprises, Inc., by and through their attorney, Timothy C. Culbertson, moves this Court to issue an Order Approving the sale of certain Real Estate pursuant to 11 U.S.C. § 363(b), and in further support hereof, state as follows:

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are sections 363(b)(1) and (f) of title 11 of the United States Code ("the Code").

4. Each of the Debtors has filed a voluntary petition with this Court seeking relief under chapter 11 of the Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to Sections 1107(a) and 1108 of the Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

5. Each of the Debtors operate under the same ownership and management, and their largest and secured respective creditors are identical. Debtor Spruha Shah, LLC, is the owner of the

commercial real estate commonly known as 500 S. Hicks Rd., Palatine, Illinois ("the Property"). Debtor Sneh and Sahil Enterprises, Inc., is the primary tenant of the Property and is in the business of the rental of party related supplies and equipment and landscaping.

6. As contemplated in and by the Debtors' combined Second Amended Plan of Reorganization dated May 31, 2018, the Debtors have entered into a contract for the sale of the Property, a true and correct copy of which, including other supporting documentation, is attached hereto as Exhibit A.

7. The purchase price for the Property is $2,100,000.00 and the sale is to close on or before July 31, 2018.

8. Section 363 of the Code provides in most relevant part as follows:

> (b)(1) The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate,
>
> * * * * *
>
> (f) The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—
>
> * * * * *
>
> (2) such entity consents;
>
> (3) 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;

11 U.S.C. § 363(b) and (f). "Under Section 363 of Title 11, Congress gave trustees broad power to sell property of an estate . . . The section clearly indicates that the manner of sale is within the discretion of the Trustee and that any such sale is not a judicial sale as was the case under Section 70 of the Bankruptcy Act." *In re Canyon Partnership*, 55 B.R. 520, 524 (Bankr. S.D. Cal. 1985).

"Under 11 U.S.C. § 363 . . . the court must approve the sale of debtor's property if it is out of the ordinary course of business. Court approval adds an element to the determination, for the court must specifically find that such a sale is in the interest of creditors, is entered into in good faith, and is one in which the price represents fair value." *In re Timberline Property Development, Inc.*, 115 B.R. 787, 790 (Bankr. D.N.J. 1990).

9. Section 1107(a) of the Code grants the Debtor, as debtor-in-possession, those same rights of a trustee serving in the matter under Chapter 11, with some exceptions not relevant to this action.

10. In association with their Motion for authorization to use the cash collateral of its secured creditors, the Debtors procured an appraisal for the Property submitted by an appraiser recommended by the primary secured lender, MB Financial Bank ("MB"). That appraisal valued the Property at $1,900,000.00. A true and correct copy of the introduction to the appraisal is attached hereto as Exhibit B.[1]

11. There are a total of two creditors that have clams secured by the Property - MB and the U.S. Small Business Administration ("SBA"). According to claims filed in this matter, the combined claims of MB and the SBA are approximately $1,500,000.00. Accordingly, the sale will be sufficient to pay those claims in full. As the sale price exceeds the appraised value of the Property, it adequately represents fair value.

12. Although this Motion normally would require a 21 day notice pursuant to FRBP 2002(a)(2), the Court did specifically request the Motion to be presented on a shortened basis in open

[1] The entire appraisal report is 113 pages, and so is not included herewith for the sake of brevity. Any party wishing to review the report in its entirety may contact counsel for the Debtors as set forth herein below.

Court on June 26, 2018. Accordingly, the Debtors request that the Court deem notice of this Motion sufficient as allowed pursuant to Rule 2002(a)(2).

Wherefore, the Debtors, Spruha Shah, LLC and Sneh and Sahil Enterprises, Inc., pray that the Court grant the relief requested hereby and issue an Order approving the sale of the Property as set forth herein, and provide to the Debtors' favor all further relief as is just and equitable.

Spruha Shah, LLC and Sneh and Sahil
Enterprises, Inc.

By: /s/ Timothy C. Culbertson
Their Attorney

Timothy C. Culbertson
ARDC No. 6229083
P.O. Box 677
Cary, Illinois 60013
(847) 913-5945
tcculb@gmail.com

MAINSTREET ORGANIZATION OF REALTORS®
COMMERCIAL SALES CONTRACT

FROM: (Buyer) AIMTRON PROPERTIES / MUKESH J VASANI
(Name)

TO: (Seller) ______________________ DATE: __________
(Name)

OFFER OF BUYER: I/We (Buyer) offer to purchase the Real Estate known as:

500 S HICKS ROAD	PALATINE	Cook	IL	60067
Street	City	County	State	Zip

lot size approximately ______________, Permanent Index No.: 02-23-313-010-0000, together with improvements thereon.

INCLUSIONS: The following shall be included: fixtures, equipment, appliances, security systems (owned) and personal property, if any, located on the Real Estate of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades, window blinds; radiator covers; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and awnings; planted vegetation; smoke detectors; as well as the following specific items:

EXCLUSIONS: The following shall be excluded: all tenant owned personal property, tenant owned trade fixtures, and:

Any personal property not specifically included shall be deemed excluded. A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

1. PURCHASE PRICE: Purchase Price of $ 2100,000.00 shall be paid as follows: Initial Earnest Money of $ 50,000.00 shall be tendered to Escrowee on or before 10 day(s) after Date of Acceptance. Additional Earnest Money of $0.00 shall be tendered by n/a , 20 ____. Earnest Money shall be held in trust for the mutual benefit of the Parties by [check one] ☐ Seller's Brokerage; ☐ Buyer's Brokerage; ☒ As otherwise agreed by the Parties, as "Escrowee".

The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in the form of good funds by wire transfer of funds, or by Certified, Cashier's, Mortgagee Lender's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance company).

2. CLOSING: Provided title conforms with this contract or has been accepted by Buyer, closing or escrow payout shall be on 31st July , 20 18 , by conveyance by stamped recordable warranty deed (or other appropriate deed if title is in trust or in an estate) and payment of purchase price. Title shall be conveyed at the time required by this contract subject only to: general Real Estate taxes not due and payable at the time of Closing; building lines and building restrictions of record; zoning and building laws and ordinances; public and utility easements; covenants and restrictions of record; party wall rights and agreements, if any; existing leases or tenancies; the mortgage or trust deed if any, that may be assumed by Buyer as part of this transaction. However, Special Assessments, if any, for improvements not yet completed shall be paid by Seller at closing. This sale shall be closed at office of title insurance company or Seller's attorney's office as agreed or in escrow with the title company issuing the title commitment by deed and money escrow fee to be divided between Seller and Buyer. Seller and/or Buyer will pay their respective brokers' commissions as provided in their respective representation agreements or contracts and shall provide waiver of Brokers' liens at closing.

3. FINANCING: If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 28 a) OR Paragraph 28 b) MUST BE USED. If any portion of Paragraph 28 is used, the provisions of this Paragraph 3 are NOT APPLICABLE. This contract is contingent upon the ability of Buyer to secure within ________ days of the Date of Acceptance, a firm written commitment for a loan evidenced by a note to be secured by a mortgage or trust deed on the Real Estate in the amount of $ ______________, or such lesser amount as Buyer shall accept, with a fixed or initial interest rate (delete one) not to exceed ________%, said loan to be amortized over a minimum of ________ years, with a loan service charge not to exceed ________%. Seller and Buyer shall execute all documents and provide all information so that Buyer's lender can issue its commitment and close the transaction. If Buyer makes a good faith effort but is unable to obtain a commitment for the mortgage loan contemplated herein, Buyer shall so notify Seller in writing within the time specified in this Paragraph. IF SELLER IS NOT SO NOTIFIED WITHIN SUCH TIME PERIOD, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's option, within 10 business days after Seller's receipt of said notice, elect to accept purchase money financing or to secure a mortgage commitment on behalf of Buyer upon substantially the same terms for the mortgage loan contemplated herein with such other material terms and conditions for comparable loans. If Seller is so notified, Buyer agrees to furnish to Seller all requested credit and financial information and to sign customary papers relating to the application for securing of a mortgage commitment. If Seller is thereafter unable or unwilling to secure such commitment or to accept purchase money financing as herein provided, this contract shall be null and void, and Buyer and Seller shall execute all necessary documents to refund earnest money to Buyer. **This Contract shall not be contingent upon the sale and/or closing of any existing real estate.**

4. PRORATIONS: Proratable items shall include, without limitation, Real Estate taxes based on ______% of most recent ascertainable taxes; assignable insurance policies, if requested by Buyer; rents and/or security deposits, if any; Special Service Area tax for the year of closing only; Condominium Association fees, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to date of possession. The Parties-hereto agree to re-prorate any unbilled real estate tax bill prior to the date of Closing.

5. POSSESSION: Possession shall be delivered at closing subject to existing leases and tenancies, unless otherwise agreed in writing.

Buyer Initial MV *Buyer Initial* ________ *Seller Initial* S.J *Seller Initial* ________

Address 500 S HICKS RD, PALATINE, IL - 60067

6. ATTORNEY REVIEW: Within five (5) Business Days after the Date of Acceptance, the attorneys for the respective Parties, by Notice, may:

(a) Approve this Contract; or

(b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price and the earnest money refunded to the buyer upon written direction as required by law; or

(c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract shall be null and void and earnest money refunded to the buyer upon written direction as required by law; or

(d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract null and void and this Contract shall remain in full force and effect.

Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 6(c). If Notice is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

7. INSPECTION/ENVIRONMENTAL SITE ASSESSMENT: This contract is contingent upon approval by Buyer of the condition of the Real Estate as evidenced by an inspection/environmental site assessment conducted at Buyer's expense and by contractor(s) selected by Buyer, within ________ business days after Seller's acceptance of this contract. Buyer shall indemnify Seller from and against any loss or damage to the Real Estate caused by the acts or negligence of Buyer or the person performing such inspection. If written notice of Buyer's disapproval is not served within the time specified, this provision shall be deemed waived by the Buyer and this Contract shall remain in full force and effect.

8. DISCLOSURE: Within five (5) business days after date of acceptance Seller shall provide to the Buyer all information relevant to the condition, use and operation of the Real Estate available to Seller including but not limited to: schedule of operating expenses, existing surveys, title policies and any and all recorded nonconsensual liens. Seller shall prepare, and deliver to Buyer, all documentation for the Real Estate as may be required by applicable disclosure laws in the jurisdiction the property is located. Seller shall also cooperate with Buyer to secure whatever environmental site assessment Buyer or Buyer's lender deems necessary or appropriate.

9. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS: (If applicable) The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

(a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements including any easements established by or implied from the Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.

(b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to the Date of Acceptance.

(c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within the time established by the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the Condominium Association requires personal appearance of Buyer and/or additional documentation, Buyer agrees to comply with same.

(d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises or would result in increased financial obligations unacceptable to Buyer in connection with owning the Real Estate, **then Buyer may declare this Contract null and void by giving Seller written notice within five (5) Business Days after the receipt of the documents and information required by Subparagraph (c) above, listing those deficiencies which are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.**

(e) Seller shall not be obligated to provide a condominium survey.

(f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee, if any) as an insured.

10. SELLER REPRESENTATION: Seller represents that Seller has not received written notice from any Governmental body or–Owner Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or Special Service Area affecting the Real Estate. Seller represents, however, that, in the case of a special assessment and/or Special Service Area, the following applies:

1. There *[check one]* ☐ is ☒ is not a proposed or pending unconfirmed special assessment affecting the Real Estate not payable by Seller after date of Closing.
2. The Real Estate *[check one]* ☐ is ☒ is not located within a Special Service Area, payments for which will not be the obligation of Seller after date of Closing.

If any of the representations contained herein regarding Owner Association special assessment or Special Service Area are not acceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records or any hazardous waste on the Real Estate or any improvements for which the required permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not either included in full in the determination of the most recent Real Estate tax assessment. Notwithstanding anything to the contrary contained in this contract, Seller represents that to the best of Seller's knowledge, all heating, central cooling, ventilating, electrical and plumbing fixtures and systems on the Real Estate and all equipment to be transferred to Buyer pursuant to this contract are in working order and will be so at the time of closing.

Seller represents that, to the best of Seller's knowledge, there are not now, nor have there been, any underground storage tanks located on the Property and no chemicals or toxic waste have been stored or disposed of on the Property, except for: ______________________

______________________________, and that the Property has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property is not located within any designated legislative "superfund" area, except for: ______________________________.

Seller represents that neither Seller nor Seller's agent has received notice of any dwelling zoning, building, fire and health code violations which exists on the date of this contract from any city, village, or other governmental authority.

11. LEASES: Seller will not enter into or extend any leases with respect to the Real Estate from and after the date Seller signs this contract without the express prior written consent of Buyer. All security deposits, damage deposits, or other deposits in the possession of Seller, including interest earned, if applicable, shall be assigned to Buyer at the time of closing. Seller is required to deliver assignments of leases and Rent Roll to Buyer at the time of closing. Seller shall deliver to Buyer, within five (5) business days after the Date of Acceptance, true and correct copies of all leases, schedule of expenses, survey, and real estate taxes; this contract is subject to Buyer's review and approval of same within ten (10) business days from Date of Acceptance. If written notice of Buyer's disapproval is not served within ten (10) business days after Date of Acceptance, this provision shall be deemed waived by the Buyer and this contract shall remain in full force and effect. Seller shall provide fully executed tenant estoppel certificates prior to closing.

12. TITLE: At Seller's expense. Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 2. The requirement of providing extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA 2006 Insurance Policy.

13. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-Prevailing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and Buyer. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorney fees, related to the filing of the interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims and demands arising under this paragraph.

14. NOTICE: All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

(a) By personal delivery of such Notice; or
(b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
(c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
(d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
(e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

15. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

16. FACSIMILE: Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

17. DAMAGE TO REAL ESTATE PRIOR TO CLOSING: If, prior to delivery of the deed, the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

18. PLAT OF SURVEY: Prior to closing, Seller shall furnish at Seller's expense an ALTA-ACSM survey certified to Buyer, Buyer's lender (if any) and title insurance company dated not more than six (6) months prior to Date of Acceptance by a licensed land surveyor showing the location of the improvements thereon (including fences separating the Real Estate from adjoining properties) and showing all encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of Buyer against loss resulting from such improper locations or encroachment, Buyer may, at his option, declare this contract to be null and void. Providing all existing improvements (including fences) and encroachments, if any, appear on the survey thus furnished, Buyer shall bear the cost of any later date survey which may be required by Buyer's lender or desired by Buyer.

19. BILL OF SALE: All of the items of personal property shall be transferred to Buyer by delivery at closing of Bill of Sale without warranty of merchantability or fitness for particular purpose.

20. CLEAN CONDITION: Seller shall remove all debris from the Real Estate and improvements by date of possession. Buyer shall have the right to inspect the Real Estate and improvements prior to closing to verify that the Real Estate, improvements and included personal property are in substantially the same condition as of the date of Seller's acceptance of this contract, normal wear and tear excepted.

21. MUNICIPAL ORDINANCES: Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein for the municipality in which the Real Estate is located and shall provide to Buyer at closing evidence of compliance with such ordinances. Transfer taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.

22. SPECIAL FLOOD HAZARD AREA: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area which requires Buyer to carry flood insurance. **If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.**

23. TAX LAW COMPLIANCE: Seller agrees to provide to the Internal Revenue Service the Sale of Real Estate 1099 form as required by law. This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all documents and take or cause to be taken all actions necessary in order that Buyer shall have no liability, either actual or potential, under the Act. Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by municipal ordinance shall be paid by the party designated in such ordinance.

24. CAPTIONS: Captions are not intended to limit the terms contained after said caption and are not part of the contract.

25. TAX-DEFERRED EXCHANGE: Seller and Buyer agree to cooperate in any applicable tax-deferred Exchange, and shall execute all documents with respect thereto at their own expense, pursuant to the applicable provisions of the Internal Revenue Code, as amended from time to time.

Optional Provisions (Applicable ONLY if Initialed by All Parties)

26. ____ ____ ____ ____ **CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to ____________________________________(Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this contract.

27.____ ____ ____ ____ RIDERS: The terms of Rider(s) 1. Seller agrees to pay monthly rent of $20,000 if they rent back from buyer. 2. This rent back time is limited to six months. attached hereto are made a part hereof.

28. ____ ____ ____ ____ **TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE FINANCING PARAGRAPH 3 SHALL NOT APPLY [*CHOOSE ONLY ONE*]:**

a) ____ ____ ____ ____ **Transaction With No Mortgage (All Cash):** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 1 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally.

b) ____ ____ ____ ____ **Transaction, Mortgage Allowed:** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 1 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee.

29. Buyer agrees to pay $20,000. w/month till October 31, 2018 or earlier if total possession of premise given to seller. Seller will not extend rental pass October 31, 2018.
30. Parking Lot Damage Repairs seller will repair / if needed rebuild, resurface and stripe all the parking areas before full possion delivered.
31. Commission: As discussed, 500 Hicks building has come out of contract to sell and is out for sale by owner, Mukesh Vasani and/or Amitsen will not be responsible for any purchase commissions for the building.

Buyer Initial [initials] *Buyer Initial*________ *Seller Initial* S.S. *Seller Initial*________

Address 500 S HICKS RD , PALATINE , IL - 60067

THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

4/26/18	4-26-18
Date of Offer	DATE OF ACCEPTANCE
Buyer Signature	Seller Signature
Buyer Signature	Seller Signature
AIMTRON PROPERTIES / MUKESH J VASANI	
Print Buyer(s) Name(s) **[Required]**	Print Seller(s) Name(s) **[Required]**
Corporation/Limited Liability Corporation (LLC)	Corporation/Limited Liability Corporation (LLC)
By – Print Name	By – Print Name
Address	Address
Illinois	
City State Zip	City State Zip
Phone E-mail	Phone E-mail

FOR INFORMATION ONLY

	Berkshire Hathaway HomeServices Starck Real Estate
Selling Office MLS #	Listing Office MLS #
Buyer's Designated Agent MLS #	Listing Designated Agent MLS #
Phone Fax	Phone Fax
E-mail	E-mail
David D'Amico damicolaw@comcast.net	
Buyer's Attorney E-mail	Seller's Attorney E-mail
(847) 925-5444 (847) 861-8494	
Phone Fax	Phone Fax
Mortgage Company Phone/Fax	Management Co./Other Contact Phone/Fax

This Contract Approved by the DuPage County Bar Association.

Seller Rejection: This offer was presented to Seller on ________________, 20 ____ at _____:_____ AM/PM and rejected on ________________, 20 ____ at ______:______ AM/PM _______ _______ (Seller Initials).

ADDENDUM TO COMMERCIAL SALES CONTRACT DATED APRIL 26, 2018

This Addendum to the Commercial Sale Contract dated April 26, 2018, and relating to the real property located at 500 S. Hicks Road, Palatine, Cook County, Illinois, 60067, is entered into by and between Sanjay Shah or designee, as Seller, and Aimtron Properties, Inc., an Illinois Corporation, as Buyer, and is further entered into in exchange for mutual consideration and promises as contained herein, the sufficiency of such is hereby mutually accepted and acknowledged as evidenced by the parties signatures below and is entered into upon, and with respect to the following facts, intentions and agreements as identified herein:

1. The Buyer shall deposit the sum of Fifty-Thousand and No Dollars ($50,000.00) within one (1) business day after the execution date of this Addendum;

2. The terms of Paragraph Three (3) of the subject contract shall be modified to state a financing contingency date of on or before July 27, 2018;

3. Paragraph Four (4) shall identify a tax credit proration percentage of 105%. Refund of 2016 Real Estate Tax will be Seller's property. Seller agrees that if at the time of the closing the 2017 assessed valuation has not been reduced, it will pay the 2017 real estate taxes per the issued tax bill. Seller shall have the right to contest the 2017 and 2018 valuations and if Seller succeeds in reducing those valuations and it shall be entitled to all refunds for payments made for the real estate taxes covering the period it owned the Property. For the 2018 real estate taxes Seller agree to set up an escrow, to be held by Sellers' attorney, based on 105 % the current 2017 real estate taxes. Upon issuance of final tax bill for 2018, the credit for the 2018 shall be re-prorated and the funds due Buyer shall be distributed to Buyer and the balance shall be distributed to Seller.

4. Paragraph Two (2) shall identify a closing date of on or before July 30, 2018 and Rent to start August 15, 2018 from seller.

5. Seller shall pay Buyer, at the time of closing, a Closing Cost Credit in the amount of $35,000.00; Buyer will then agree to take the property "as-is";

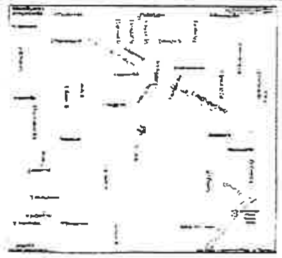
6. Seller shall be entitled to post-closing possession beginning August 1, 2018, through October 31, 2018, Further, Seller shall pay a use and occupancy fee in the amount of $20,000.00 per month, with one month being paid in advance from Seller to Buyer at the time of closing; Further, Seller agrees to vacate said premises no later than October 31, 2018, with Seller providing Buyer with a thirty (30) day notice to vacate premises and rent will be then prorated through the date Seller relinquishes possession to the Buyer. In addition, Seller's use and occupancy shall be limited to the designated/nonshaded area as identified in the attached Building Plan;

7. All other terms as identified in the subject contract dated April 26, 2018 not modified by this Addendum and/or all other terms as previously agreed upon by the parties during Attorney Review communications/correspondence, shall remain in full force and effect.

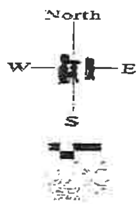
The hereinabove identified Addendum to the Commercial Sales Contract dated April 26, 2018, is hereby acknowledged and agreed upon on the dates subscribed below:

	7-3-18		7/3/2018
Sanjay Shah, Seller	Date	Aimtron Properties, Inc. by Mukesh Vasani, President, Aimtron Properties Inc.	Date

PLAT OF SURVEY
ALTA ACSM LAND TITLE SURVEY
by
Michael J. Emmert Surveys, Inc



VICINITY MAP



TO: CHICAGO TITLE INSURANCE COMPANY,
SPRUHA SHAH LLC AND
VILLAGE BANK AND TRUST

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE (1) IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 1999, AND INCLUDES ITEMS 1 – 4, 6, 7(A) – (C), 8 – 10, 11(A) AND 13 – 16 OF TABLE A THEREOF, AND (2) PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA, NSPS AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION). THE UNDERSIGNED FURTHER CERTIFIES THAT THE POSITIONAL UNCERTAINTIES RESULTING FROM THE SURVEY MEASUREMENTS MADE ON THE SURVEY DO NOT EXCEED THE ALLOWABLE POSITIONAL TOLERANCE.

THIS MAP OR PLAT OF SURVEY OF THE PREMISES SHOWN HEREON IS THE SAME AS THAT DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER 1409 [illegible] DATED SEPTEMBER 16, 2009.

DATED THIS 13TH DAY OF OCTOBER, 2009

BY: MICHAEL J. EMMERT SURVEYS, INC.
MICHAEL J. EMMERT PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2493

Michael J. Emmert Surveys, Inc
[illegible] East Vallette Street
Elmhurst, Illinois 60126
Office [illegible]
Fax 630-[illegible]

FLOOD ZONE

MICHAEL J. EMMERT SURVEYS INC. DOES HEREBY CERTIFY THAT WE HAVE EXAMINED THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY OF THE FEDERAL INSURANCE ADMINISTRATION AND DETERMINED THE FOLLOWING:
PROPERTY IS LOCATED WITHIN COMMUNITY NUMBER – 170170
ON MAP DATED – AUGUST 19, 2008
ON PANEL NUMBER – 17031C0[illegible]
AND FIND THAT THE PROPERTY IS LOCATED WITHIN ZONE X (AREA OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN)

BEARING BASIS

THE CENTERLINE OF S. HICKS ROAD IS ASSUMED TO BE SOUTH 00 DEGREES 59 MINUTES 00 SECONDS EAST

ZONED "M" MANUFACTURING DISTRICT

ZONING INFORMATION AS PER ZONING ORDINANCE PALATINE, ILLINOIS
CURRENT ZONING ALLOWS FOR CURRENT USE
BUILDING SETBACKS
FRONT – 30 FT.
SIDE – 15 FT.
REAR – 15 FT.
MAXIMUM BUILDING HEIGHT – 4 STORIES OR 60 FEET.

PARKING

REQUIRED PARKING PER ZONING:
MANUFACTURING, WAREHOUSE AND STORAGE USES–
ONE SPACE PER 1000 SQ. FT. GROSS FLOOR AREA IN MANUFACTURING AND WAREHOUSE USES; PLUS ONE SPACE PER 300 SQ. FT. OF GROSS FLOOR AREA IN OFFICE USES.
REQUIRED HANDICAP PARKING – 2 SPACES
AS BUILT PARKING SUMMARY
REGULAR SPACES – 34
NOTE: THERE IS ADDITIONAL ON SITE UNSTRIPED PARKING
HANDICAP SPACES – 2 UNSTRIPED DESIGNATED SPACES
TOTAL SPACES – 36

ENCROACHMENTS

E1 – BLACKTOP PAVEMENT EXTENDS BEYOND PROPERTY

LEGALLY DESCRIBED AS FOLLOWS:

LOT 9 IN KLEFSTAD'S PALATINE INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST RIGHT OF WAY LINE OF STATE ROUTE 53 (HICKS ROAD) ACCORDING TO THE PLAT THEREOF RECORDED MAY 28, 1965 AS DOCUMENT 19478927, IN COOK COUNTY, ILLINOIS.

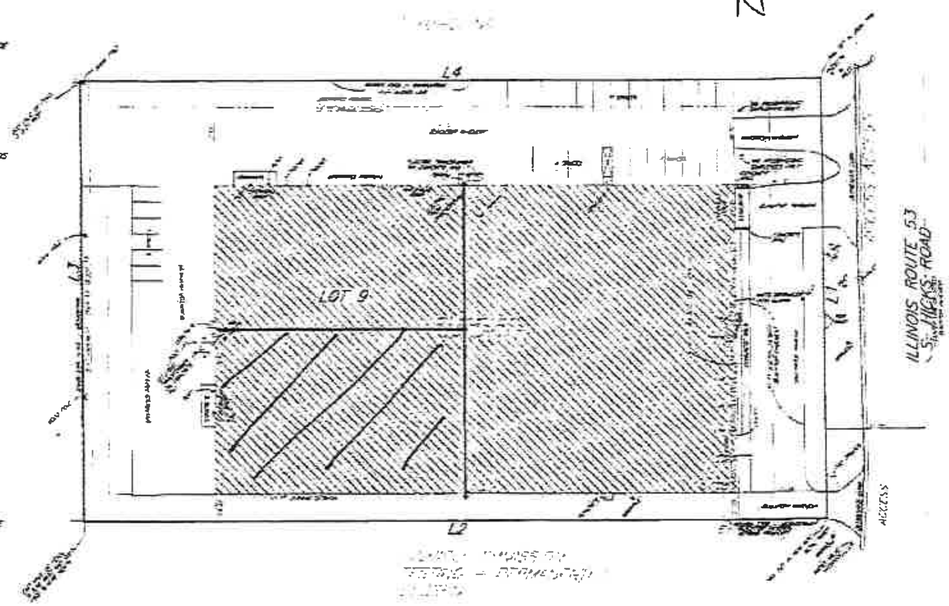
CONTAINING 105,194 SQ. FT. OR 2.4149 ACRES

THE FOREGOING LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS SHOWN IN SCHEDULE A OF TITLE INSURANCE COMMITMENT NUMBER 1409 [illegible] BEARING AN EFFECTIVE DATE OF SEPTEMBER 16, 2009 AS PREPARED BY CHICAGO TITLE INSURANCE COMPANY

THE SUBJECT PROPERTY ADJOINS S. HICKS ROAD (A PUBLIC STREET) ON THE EAST. DIRECT ACCESS IS PROVIDED VIA THE AFOREMENTIONED STREET.

SCHEDULE B GENERAL EXCEPTIONS

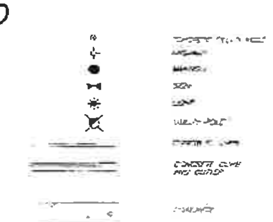
ITEMS 1 THROUGH 7 – NOT SURVEY RELATED
8. PERMANENT INDEX NUMBER – 02-23-313-010-0000
ITEMS 9 THROUGH 15 – NOT SURVEY RELATED
16. 50 FT. BUILDING LINE DOCUMENT 19478927 RECORDED MAY 28, 1965 – PLOTTED
17. 5 FT. EASEMENT DOCUMENT 18565200 – PLOTTED
18 AND 19 – 5 FT. EASEMENT DOCUMENT 19488927 RECORDED MAY 28, 1965 AND RERECORDED AUGUST 19, 1965 AS DOCUMENT 19565206 – PLOTTED
ITEMS 20 THROUGH 23 – NOT SURVEY RELATED
END OF SCHEDULE B



LINE TABLE

Line	Bearing	Distance	Measure
L1	S.00°59'00"E.	250.00'	250.00'
L2	S.89°21'41"W.	421.07'	421.07'
L3	N.00°51'48"W.	250.00'	250.00'
L4	N.89°21'43"E.	420.52'	420.52'

SYMBOLS



500 S. HICKS ROAD PALATINE, ILLINOIS	
SCALE: 1" = 30'	CHKD. / APP'D:
DATE: OCTOBER 13, 2009	APPROVED:
DWN. BY: MJE	
CHKD. BY: ACE	

(*) SW Section @ 10K
will be ~~are~~ Excluded
from the Rent from the Date of Closing.

LEE & ASSOCIATES®

VALUATION AND CONSULTING SERVICES

APPRAISAL REPORT

S Hicks Rd Industrial
500 S. Hicks Road
Palatine, Cook County, Illinois 60067
Client File No.: NA

Client and Intended User:
Sneh and Sahil Enterprises, Inc.
500 S. Hicks Road
Palatine, IL 60067

Ordered By:
Mr. Sanjay Shah
Owner

Prepared by:

Lee & Associates Valuation and Consulting Services, LLC
9450 W. Bryn Mawr Avenue, Suite 550
Rosemont, Illinois 60018

Main Office
Northside Tower
6065 Roswell Road, Suite 940
Atlanta, Georgia 30328

Dates & File No.:

Date of Report:	November 27, 2017
Inspection Date:	November 17, 2017
Effective Valuation Date, As Is:	November 17, 2017
Lee & Associates File No.:	2017-302-10281

LEE & ASSOCIATES®
VALUATION AND CONSULTING SERVICES

MAIN OFFICE
Northside Tower
6065 Roswell Road, Suite 940
Atlanta, Georgia 30328
1.404.781.2140

November 27, 2017

Client and Intended User:
Sneh and Sahil Enterprises, Inc.
500 S. Hicks Road
Palatine, IL 60067
Ordered By:
Mr. Sanjay Shah
Owner

Re: S Hicks Rd Industrial
500 S. Hicks Road
Palatine, Cook County, Illinois 60067
Lee & Associates File Number: 2017-302-10281
Client File No.: NA

Dear Mr. Shah:

In accordance with your authorization, we have conducted the investigation necessary to form an opinion of market value for the subject property.

The subject is located at 500 S. Hicks Road, Palatine, IL. It consists of a single story, masonry and metal panel constructed industrial building that contains 51,461 SF with 9.1% finished office space. Situated upon a 105,194 SF or 2.41 acre site, the structure was constructed in 1960 and in average condition at the time of our inspection. The subject property is owner occupied.

VALUE CONCLUSION

Based on the analysis contained in the following report, and after considering the extraordinary assumptions and hypothetical conditions listed in the Executive Summary section, the opinion of value for the subject with a marketing time of 6 to 12 months is concluded as follows:

VALUE CONCLUSIONS

VALUE CONCLUSION*	**$1,900,000**
Value Premise	As Is
Value Date	November 17, 2017
Property Rights	Fee Simple

*Does not include any deductions for outstanding real estate taxes.

This appraisal does not contain any hypothetical conditions.

This appraisal does not contain any extraordinary assumptions.

This appraisal report sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), Title XI Regulations, the appraisal guidelines of our client, and all applicable local and state requirements.

The report that follows is an Appraisal Report that is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report.

This appraisal report sets forth the identification of the property, the assumptions, and limiting conditions, and the results of the investigation. Data, information, and calculations leading to the value conclusion(s) are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if Lee & Associates Valuation and Consulting Services, LLC can be of further service, please contact us.

Respectfully submitted,

LEE & ASSOCIATES VALUATION AND CONSULTING SERVICES, LLC

Nicholas R. Cipriano **Senior Appraiser** Certified General Real Estate Appraiser Illinois License No. 553.001768 Expires September 30, 2019 Phone - 630-709-6024 ncipriano@lee-associates.com		**Christopher B. Myers MAI** **Managing Director** Certified General Real Estate Appraiser Illinois License No. 553.000811 Expires September 30, 2019 Phone - 630-707-7244 cmyers@lee-associates.com