

Fill in this information to identify the case:

Debtor 1 <u>Belvidere Associates LLC</u>
Debtor 2 (Spouse, if filing)
United States Bankruptcy Court <u>Northern District of Illinois</u>
Case number: <u>18-30043</u>

FILED
 U.S. Bankruptcy Court
 Northern District of Illinois
 3/4/2019
 Jeffrey P. Allsteadt, Clerk

**Official Form 410
 Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	SOUTHERN IMPERIAL Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	SOUTHERN IMPERIAL Name 23584 NETWORK PLACE Chicago, IL 60673 Contact phone <u>330-998-7623</u> Contact email <u>clarissa.alexander@siffron.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Siffron Name 8181 Darrow Rd. Twinsburg, OH 44087 Contact phone <u>330-998-7623</u> Contact email <u>clarissa.alexander@siffron.com</u>
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

<p>6. Do you have any number you use to identify the debtor?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____</p>
<p>7. How much is the claim?</p>	<p>\$ <u>1468.40</u></p> <p>Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</p>
<p>8. What is the basis of the claim?</p>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information.</p> <p style="text-align: center;"><u>Goods Sold</u></p>
<p>9. Is all or part of the claim secured?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.</p> <p>Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</p> <p>Basis for perfection: _____</p> <p>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</p> <p>Value of property: \$ _____</p> <p>Amount of the claim that is secured: \$ _____</p> <p>Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</p> <p>Amount necessary to cure any default as of the date of the petition: \$ _____</p> <p>Annual Interest Rate (when case was filed) _____ %</p> <p><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</p>
<p>10. Is this claim based on a lease?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</p>
<p>11. Is this claim subject to a right of setoff?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____</p>

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	\$ _____
* Amounts are subject to adjustment on 4/1/19 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 3: Sign Below

<p>The person completing this proof of claim must sign and date it. FRBP 9011(b).</p> <p>If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.</p> <p>A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.</p>	<p>Check the appropriate box:</p> <p><input checked="" type="checkbox"/> I am the creditor.</p> <p><input type="checkbox"/> I am the creditor's attorney or authorized agent.</p> <p><input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.</p> <p><input type="checkbox"/> I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.</p> <p>I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p>I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed on date <u>3/4/2019</u></p> <p style="text-align: center;">MM / DD / YYYY</p> <p><u>/s/ Clarissa Alexander</u></p> <p>Signature</p> <p>Print the name of the person who is completing and signing this claim:</p> <p>Name <u>Clarissa Alexander</u></p> <p style="text-align: center;">First name Middle name Last name</p> <p>Title <u>Credit Analyst</u></p> <p>Company <u>Siffron</u></p> <p>Address <u>8181 Darrow Rd.</u></p> <p style="text-align: center;">Number Street</p> <p style="text-align: center;"><u>Twinsburg, OH 44087</u></p> <p style="text-align: center;">City State ZIP Code</p> <p>Contact phone <u>330-998-7623</u> Email <u>clarissa.alexander@siffron.com</u></p>
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Southern Imperial
 23584 Network Place
 Chicago, IL 60673-1235

Ph: 815-877-7041



**SOUTHERN
 IMPERIAL**

Invoice No: **1609557**

Invoice Date: 7/31/2018

INVOICE

Customer No: HO0068
Customer Ph: 847-263-1240
Sold To:

Customer PO: n000021179
SI Order No: 466276
Ship To:

HOBO-HOME OWNER BARGAIN OUTLT
 2650 BELVIDERE RD
 ATTN: JERRY JUREWICZ
 WAUKEGAN IL 60085-6006 USA

HOBO 47
 7557 S 78TH Ave
 Bridgeview IL 60455-1245 USA

Fax: 847-263-1232

Email: jjurewicz@hoboonline.com

PO Number: n000021179	Terms: Net 30 Days	F.O.B.: EXW - Pick up at
Sales Rep: Jen Ritchie	Ordered: 5/17/2018	Ship Via: FX Ground
Packing Slip: 1298279		Ship Date: 7/31/2018
Your Customer Rep Is: MLang		

Line	Part Number/Description	Revision	Quantity	Unit Price	Ext Price
1	1165398 5"X7" HEAT SEALED VINYL POCKET		1,000 EA	0.21460	214.60
	<i>Our Part:</i> R-HVP-0507	A	Tracking Number: 725725227968		

Sales Total: 214.60
 Sales Tax:
 Shipping and Handling: 8.61
 Other Charges:

Total: 223.21 USD

Southern Imperial
23584 Network Place
Chicago, IL 60673-1235

Ph: 815-877-7041



SOUTHERN
IMPERIAL

Invoice No: **1609557**

Invoice Date: 7/31/2018

INVOICE

TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE.** Any purchase order shall not result in a contract until it is approved and accepted by an authorized representative of Southern Imperial, Rockford, IL ("Seller"). The person or entity acquiring the goods or services ("Buyer") agrees to accept all of the terms and conditions herein. To the extent Buyer's purchase order or any other statement of Buyer contains any terms or conditions in addition to or different from the terms of this agreement, such terms and conditions are hereby rejected by Seller and hereby waived by Buyer and such terms and conditions shall not affect this agreement nor be binding upon Seller absent an express written statement by Seller to the contrary. **THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO THE GOODS AND SUPERSEDES ANY OTHER NEGOTIATIONS, AGREEMENTS AND REPRESENTATIONS BETWEEN THE PARTIES, WRITTEN OR ORAL.**

2. **CONDITIONS OF SALE.** All orders shall be subject to the terms and conditions of sale set forth herein, and none of these terms and conditions may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized executive of Seller. Failure of Seller to object to any terms or conditions that may be contained in any purchaser order, acknowledgment, or other form of Buyer shall not be construed as a waiver of these conditions nor an acceptance of any such provision.

3. **PRICES.** The price quoted may be increased to the extent that Seller's cost of the products sold hereunder may be increased as a result of (1) any agreements, codes or legislative enactments made or enacted in pursuance of federal, state or municipal legislation; (2) increase in cost of labor or raw materials; and (3) taxes or other charges imposed by governmental authority upon the production or sale of such products of material used in the manufacture thereof. If the Buyer is unwilling to accept any such increase as computed by the Seller, Buyer shall have the right to cancel this agreement on the terms set forth in paragraph 9.

4. **TRADEMARKS.** Seller authorizes and grants to Buyer the non-exclusive, revocable right to use the brand names, trademarks and other indicia of manufacturing origin and quality of Seller's products (collectively, the "Trademarks") to advertise and promote the sale of the Seller's products so long as Buyer is entitled to sell the Seller's products. Buyer acknowledges and agrees that Buyer has no right, title or interest in or to any of the Trademarks, other than as a purchaser and reseller of the Seller's products and that all use of the Trademarks inures to the benefit of Seller. Buyer shall make no contrary representations and will not in any way contest Seller's rights to the Trademarks. Notwithstanding the foregoing, Buyer shall have no right to use or incorporate any of the Trademarks in any domain names, and shall convey to Seller any domain names which Buyer owns or controls and which incorporate any of the Trademarks.

5. **TAXES.** The amount of present or future sales, revenue, excise, occupation, use or other taxes applicable to this shall be set forth as a separate line item on the invoice and shall be paid or reimbursed by Buyer.

6. **DELIVERY.** Delivery terms are F.O.B. Seller's plant. Buyer shall assume all risk of loss or damage upon delivery to the carrier at the point of shipment. Dates of delivery are determined from the date of Seller's acceptance of any order or orders by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular day of delivery. Seller shall not be liable for failure of delay in shipping goods hereunder if such failure or delay is due to an act of God, war acts of Government, labor difficulties, accident, inability to obtain materials or supplies, or any other causes of any kind whatever beyond the control of Seller.

7. **CREDIT APPROVAL.** Shipments, deliveries and performance or work shall at all times be subject to the approval of and the requirements of the Credit Department of Seller, which may include the requirement that Buyer pay part or all of the purchase price in advance.

8. **TERMS OF PAYMENT.** Payments are to be made in United States funds, unless otherwise stipulated. Subject to the provision of Credit Approval above, terms of payment shall be NET 30 days and shall be effective from date of invoice. The Seller holds the right to access finance charges if invoices are not paid within terms.

9. **CANCELLATION.** Orders accepted by Seller are subject to cancellation by Buyer only upon the consent of Seller. Upon such cancellation, Seller shall cease work and hold for Buyer all completed and partially completed articles and work in process and Buyer shall pay Seller for all work and materials that have been committed and/or identified to the order plus a cancellation charge as prescribed by Seller, in addition to a reasonable profit on the entire contract.

10. **WARRANTY.** Seller warrants the goods sold against failure caused by defects in material (only if Seller furnishes the material) or in workmanship. Seller's obligation hereunder being expressly limited to repair or replacement without cost to Buyer, of defective goods, or the repayment of the purchase price upon return. Buyer must notify Seller in writing of any goods which do not conform to this warranty within thirty days after their delivery, and if Buyer should fail to give such notification, claims for breach or warranty, if any, shall be waived. Goods may be returned at the expense of Seller only after approval by Seller and upon receipt by Buyer of definite shipping instructions from Seller. **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESTATED OBLIGATED ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM ANY AGREEMENT ARISING OUT OF THIS**

TRANSACTION. No warranty or representation is made that Seller's product complies with the provisions or standard of the Occupational Safety and Health Act of 1970, or any regulations issued under that statute. To the extent that a warranty of fitness for a specific purpose might be deemed to include fitness to meet the provisions and standards of that act, and the regulations issued under it, such warranty is expressly disclaimed.

11. **INTELLECTUAL PROPERTY.** Seller makes no representations or warranties (i) regarding the intellectual property rights of Seller in any invention, discovery, design or product provided hereunder (collectively, the "Products"), (ii) regarding any actual or potential infringement of the Products on any intellectual property or other rights of any person or entity and (iii) regarding the prior development or current existence of any invention, discovery, design or product similar to the Products. Seller expressly disclaims all liability and responsibility regarding safety testing or warnings necessary or desirable in connection with any of the Products. Seller shall have no liability or responsibility to conduct any investigation or inquiry with respect to the foregoing.

12. **LIMITATION OF LIABILITY.** In no event will Seller assume responsibility for or be liable (a) for penalties or penalty clauses of any description, (b) for indemnification of Buyer or others for costs, damages or expenses arising out of or related to the products or services of this order or (c) for indirect, consequential or punitive damages under any circumstance.

13. **INDEMNITY.** Buyer shall defend, indemnify and hold harmless Seller, its successors, assigns, affiliates, agents and contractors, and the officers, directors and employees of each of them, from and against any damage, loss, claim, judgment or other liability or expense (including but not limited to reasonable attorneys' fees) which may in any way arise out of any act or omission in connection with this purchase order and, except the extent caused by Seller, the purchase, resale or use of Seller products by Buyer or Buyer's successors, assigns, affiliates, agents and contractors, or the officers, directors or employees of any of them. Seller reserves the right, without being required to do so, and without waiver of any indemnity hereunder, to defend any claim, action or lawsuit coming within the scope of this indemnity provision.

14. **SECURITY INTEREST.** Buyer grants to Seller a security interest in all Seller products now existing or hereafter acquired by Buyer, including all proceeds thereof as defined by the Uniform Commercial Code as adopted in the State of Illinois, United States of America, and in all accounts receivable arising from the resale of the Seller products by Buyer. This grant of security interest is made to secure payment of all debts or liabilities and performance of all obligations of Buyer to Seller, whether such debts, liabilities or obligations are now existing or hereafter arise and whether direct or contingent. Buyer agrees to execute all instruments and perform all acts which may be deemed necessary by Seller for the creation, perfection and protection of such lien and security interest. In the event Buyer shall fail to make payment when due for purchases, Buyer agrees to pay all of Seller's costs of collection, including reasonable attorneys' fees, costs, and expenses.

15. **SETOFF.** Seller shall be entitled at all times to set off any amount owing from Buyer to Seller or any of its affiliated companies against any amount due or owing to Seller in connection with this order.

16. **GOVERNMENT REGULATIONS.** Seller hereby certifies that any goods produced pursuant to this order will be produced in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and of any regulations and orders of the United States Department of Labor issued thereunder.

17. **LAW AND JURISDICTION.** Any agreement arising out of this transaction shall be deemed to have been accepted in Rockford, Winnebago County, Illinois. The parties agree that the validity, interpretation and performance of any agreement arising out of this transaction shall be governed by the law of the State of Illinois and of the United States of America. The parties hereby submit to the jurisdiction of the Circuit Court of the Seventeenth Judicial Circuit, Winnebago County, Rockford, Illinois, for the purpose of adjudication of all their respective rights and liabilities hereunder.

18. **DEFAULT.** In the case of default or breach of Buyer in the performance of any or all of the provisions of any agreement arising out of this transaction, Seller may cancel any outstanding order from the Buyer and declare all obligations immediately due and payable, and shall in addition have all the remedies afforded under the Uniform Commercial Code and any other applicable law. Buyer shall in addition be liable for Seller's expenses incurred in exercising any remedies available to it, including reasonable attorney's fees and legal expense.

19. **GENERAL PROVISIONS.** Any waiver by any party of its rights under this agreement shall be in writing and signed by the parties. The failure of Seller to enforce any of the provisions of this agreement shall not waive such provisions, rights or subsequent breaches thereof. Buyer shall not assign its rights or obligations under this agreement to any party without Seller's prior written consent. Seller may assign its rights and obligations hereunder to an affiliate, or to an entity acquiring substantially all of the ownership interests or assets of Seller. This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. Except as otherwise stated herein, termination of this agreement shall not release either party from any liability or obligation which has accrued as of the date of such termination. Seller may unilaterally modify these terms and conditions from time to time, without approval from or notice to Buyer.

Southern Imperial
 23584 Network Place
 Chicago, IL 60673-1235

Ph: 815-877-7041



**SOUTHERN
 IMPERIAL**

Invoice No: **1664663**

Invoice Date: 9/12/2018

INVOICE

Customer No: HO0068
Customer Ph: 847-263-1240
Sold To:

Customer PO: n000022165
SI Order No: 500769
Ship To:

HOBO-HOME OWNER BARGAIN OUTLT
 2650 BELVIDERE RD
 ATTN: JERRY JUREWICZ
 WAUKEGAN IL 60085-6006 USA

HOME OWNERS BARGAIN OUTLET
 7557 S 78TH AVE
 BRIDGEVIEW IL 60455-1245 USA

Fax: 847-263-1232

Email: jjurewicz@hoboonline.com

PO Number: n000022165	Terms: Net 30 Days	F.O.B.: EXW - Pick up at
Sales Rep: Jen Ritchie	Ordered: 9/5/2018	Ship Via: FX Frt Priority
Packing Slip: 1365119		Ship Date: 9/12/2018
Your Customer Rep Is: MLang		

Line	Part Number/Description	Revision	Quantity	Unit Price	Ext Price
1	R33-212-100	M	1,000 EA	0.15360	153.60
	2 PRNG PLSTC BK .212 HK GREY				
			Tracking Number: 3572191092		
2	R-VPT-1252	A	175 SH	0.58180	101.82
	1.25"X2" HTSLD ADH VIN PKT 10/SH				
			Tracking Number: 3572191092		
3	1165398		2,000 EA	0.21460	429.20
	5"X7" HEAT SEALED VINYL POCKET				
	<i>Our Part:</i> R-HVP-0507	A	Tracking Number: 3572191092		
4	1165402		5,000 SH	0.08270	413.50
	32-UP LASER PAPER TAGS				
	<i>Our Part:</i> S01-TAG-32B	A	Tracking Number: 3572191092		

Sales Total: 1,098.12
 Sales Tax:
 Shipping and Handling: 147.07
 Other Charges:

Total: 1,245.19 USD

Southern Imperial
23584 Network Place
Chicago, IL 60673-1235

Ph: 815-877-7041



SOUTHERN
IMPERIAL

Invoice No: **1664663**

Invoice Date: 9/12/2018

INVOICE

TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE.** Any purchase order shall not result in a contract until it is approved and accepted by an authorized representative of Southern Imperial, Rockford, IL ("Seller"). The person or entity acquiring the goods or services ("Buyer") agrees to accept all of the terms and conditions herein. To the extent Buyer's purchase order or any other statement of Buyer contains any terms or conditions in addition to or different from the terms of this agreement, such terms and conditions are hereby rejected by Seller and hereby waived by Buyer and such terms and conditions shall not affect this agreement nor be binding upon Seller absent an express written statement by Seller to the contrary. **THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO THE GOODS AND SUPERSEDES ANY OTHER NEGOTIATIONS, AGREEMENTS AND REPRESENTATIONS BETWEEN THE PARTIES, WRITTEN OR ORAL.**

2. **CONDITIONS OF SALE.** All orders shall be subject to the terms and conditions of sale set forth herein, and none of these terms and conditions may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized executive of Seller. Failure of Seller to object to any terms or conditions that may be contained in any purchaser order, acknowledgment, or other form of Buyer shall not be construed as a waiver of these conditions nor an acceptance of any such provision.

3. **PRICES.** The price quoted may be increased to the extent that Seller's cost of the products sold hereunder may be increased as a result of (1) any agreements, codes or legislative enactments made or enacted in pursuance of federal, state or municipal legislation; (2) increase in cost of labor or raw materials; and (3) taxes or other charges imposed by governmental authority upon the production or sale of such products of material used in the manufacture thereof. If the Buyer is unwilling to accept any such increase as computed by the Seller, Buyer shall have the right to cancel this agreement on the terms set forth in paragraph 9.

4. **TRADEMARKS.** Seller authorizes and grants to Buyer the non-exclusive, revocable right to use the brand names, trademarks and other indicia of manufacturing origin and quality of Seller's products (collectively, the "Trademarks") to advertise and promote the sale of the Seller's products so long as Buyer is entitled to sell the Seller's products. Buyer acknowledges and agrees that Buyer has no right, title or interest in or to any of the Trademarks, other than as a purchaser and reseller of the Seller's products and that all use of the Trademarks inures to the benefit of Seller. Buyer shall make no contrary representations and will not in any way contest Seller's rights to the Trademarks. Notwithstanding the foregoing, Buyer shall have no right to use or incorporate any of the Trademarks in any domain names, and shall convey to Seller any domain names which Buyer owns or controls and which incorporate any of the Trademarks.

5. **TAXES.** The amount of present or future sales, revenue, excise, occupation, use or other taxes applicable to this shall be set forth as a separate line item on the invoice and shall be paid or reimbursed by Buyer.

6. **DELIVERY.** Delivery terms are F.O.B. Seller's plant. Buyer shall assume all risk of loss or damage upon delivery to the carrier at the point of shipment. Dates of delivery are determined from the date of Seller's acceptance of any order or orders by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular day of delivery. Seller shall not be liable for failure of delay in shipping goods hereunder if such failure or delay is due to an act of God, war acts of Government, labor difficulties, accident, inability to obtain materials or supplies, or any other causes of any kind whatever beyond the control of Seller.

7. **CREDIT APPROVAL.** Shipments, deliveries and performance or work shall at all times be subject to the approval of and the requirements of the Credit Department of Seller, which may include the requirement that Buyer pay part or all of the purchase price in advance.

8. **TERMS OF PAYMENT.** Payments are to be made in United States funds, unless otherwise stipulated. Subject to the provision of Credit Approval above, terms of payment shall be NET 30 days and shall be effective from date of invoice. The Seller holds the right to access finance charges if invoices are not paid within terms.

9. **CANCELLATION.** Orders accepted by Seller are subject to cancellation by Buyer only upon the consent of Seller. Upon such cancellation, Seller shall cease work and hold for Buyer all completed and partially completed articles and work in process and Buyer shall pay Seller for all work and materials that have been committed and/or identified to the order plus a cancellation charge as prescribed by Seller, in addition to a reasonable profit on the entire contract.

10. **WARRANTY.** Seller warrants the goods sold against failure caused by defects in material (only if Seller furnishes the material) or in workmanship. Seller's obligation hereunder being expressly limited to repair or replacement without cost to Buyer, of defective goods, or the repayment of the purchase price upon return. Buyer must notify Seller in writing of any goods which do not conform to this warranty within thirty days after their delivery, and if Buyer should fail to give such notification, claims for breach or warranty, if any, shall be waived. Goods may be returned at the expense of Seller only after approval by Seller and upon receipt by Buyer of definite shipping instructions from Seller. **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESTATED OBLIGATED ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM ANY AGREEMENT ARISING OUT OF THIS**

TRANSACTION. No warranty or representation is made that Seller's product complies with the provisions or standard of the Occupational Safety and Health Act of 1970, or any regulations issued under that statute. To the extent that a warranty of fitness for a specific purpose might be deemed to include fitness to meet the provisions and standards of that act, and the regulations issued under it, such warranty is expressly disclaimed.

11. **INTELLECTUAL PROPERTY.** Seller makes no representations or warranties (i) regarding the intellectual property rights of Seller in any invention, discovery, design or product provided hereunder (collectively, the "Products"), (ii) regarding any actual or potential infringement of the Products on any intellectual property or other rights of any person or entity and (iii) regarding the prior development or current existence of any invention, discovery, design or product similar to the Products. Seller expressly disclaims all liability and responsibility regarding safety testing or warnings necessary or desirable in connection with any of the Products. Seller shall have no liability or responsibility to conduct any investigation or inquiry with respect to the foregoing.

12. **LIMITATION OF LIABILITY.** In no event will Seller assume responsibility for or be liable (a) for penalties or penalty clauses of any description, (b) for indemnification of Buyer or others for costs, damages or expenses arising out of or related to the products or services of this order or (c) for indirect, consequential or punitive damages under any circumstance.

13. **INDEMNITY.** Buyer shall defend, indemnify and hold harmless Seller, its successors, assigns, affiliates, agents and contractors, and the officers, directors and employees of each of them, from and against any damage, loss, claim, judgment or other liability or expense (including but not limited to reasonable attorneys' fees) which may in any way arise out of any act or omission in connection with this purchase order and, except the extent caused by Seller, the purchase, resale or use of Seller products by Buyer or Buyer's successors, assigns, affiliates, agents and contractors, or the officers, directors or employees of any of them. Seller reserves the right, without being required to do so, and without waiver of any indemnity hereunder, to defend any claim, action or lawsuit coming within the scope of this indemnity provision.

14. **SECURITY INTEREST.** Buyer grants to Seller a security interest in all Seller products now existing or hereafter acquired by Buyer, including all proceeds thereof as defined by the Uniform Commercial Code as adopted in the State of Illinois, United States of America, and in all accounts receivable arising from the resale of the Seller products by Buyer. This grant of security interest is made to secure payment of all debts or liabilities and performance of all obligations of Buyer to Seller, whether such debts, liabilities or obligations are now existing or hereafter arise and whether direct or contingent. Buyer agrees to execute all instruments and perform all acts which may be deemed necessary by Seller for the creation, perfection and protection of such lien and security interest. In the event Buyer shall fail to make payment when due for purchases, Buyer agrees to pay all of Seller's costs of collection, including reasonable attorneys' fees, costs, and expenses.

15. **SETOFF.** Seller shall be entitled at all times to set off any amount owing from Buyer to Seller or any of its affiliated companies against any amount due or owing to Seller in connection with this order.

16. **GOVERNMENT REGULATIONS.** Seller hereby certifies that any goods produced pursuant to this order will be produced in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and of any regulations and orders of the United States Department of Labor issued thereunder.

17. **LAW AND JURISDICTION.** Any agreement arising out of this transaction shall be deemed to have been accepted in Rockford, Winnebago County, Illinois. The parties agree that the validity, interpretation and performance of any agreement arising out of this transaction shall be governed by the law of the State of Illinois and of the United States of America. The parties hereby submit to the jurisdiction of the Circuit Court of the Seventeenth Judicial Circuit, Winnebago County, Rockford, Illinois, for the purpose of adjudication of all their respective rights and liabilities hereunder.

18. **DEFAULT.** In the case of default or breach of Buyer in the performance of any or all of the provisions of any agreement arising out of this transaction, Seller may cancel any outstanding order from the Buyer and declare all obligations immediately due and payable, and shall in addition have all the remedies afforded under the Uniform Commercial Code and any other applicable law. Buyer shall in addition be liable for Seller's expenses incurred in exercising any remedies available to it, including reasonable attorney's fees and legal expense.

19. **GENERAL PROVISIONS.** Any waiver by any party of its rights under this agreement shall be in writing and signed by the parties. The failure of Seller to enforce any of the provisions of this agreement shall not waive such provisions, rights or subsequent breaches thereof. Buyer shall not assign its rights or obligations under this agreement to any party without Seller's prior written consent. Seller may assign its rights and obligations hereunder to an affiliate, or to an entity acquiring substantially all of the ownership interests or assets of Seller. This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. Except as otherwise stated herein, termination of this agreement shall not release either party from any liability or obligation which has accrued as of the date of such termination. Seller may unilaterally modify these terms and conditions from time to time, without approval from or notice to Buyer.

Northern District of Illinois Claims Register

[18-30043 Belvidere Associates LLC](#)

Honorable Judge: Jacqueline P. Cox	Chapter: 11										
Office: Eastern Division	Last Date to file claims:										
Trustee:	Last Date to file (Govt):										
<i>Creditor:</i> (27205006) SOUTHERN IMPERIAL 23584 NETWORK PLACE Chicago, IL 60673	<table border="0" style="width: 100%;"> <tr> <td>Claim No: 91</td> <td><i>Status:</i></td> </tr> <tr> <td><i>Original Filed</i></td> <td><i>Filed by:</i> CR</td> </tr> <tr> <td><i>Date:</i> 03/04/2019</td> <td><i>Entered by:</i> EPoc ADI</td> </tr> <tr> <td><i>Original Entered</i></td> <td><i>Modified:</i></td> </tr> <tr> <td><i>Date:</i> 03/04/2019</td> <td></td> </tr> </table>	Claim No: 91	<i>Status:</i>	<i>Original Filed</i>	<i>Filed by:</i> CR	<i>Date:</i> 03/04/2019	<i>Entered by:</i> EPoc ADI	<i>Original Entered</i>	<i>Modified:</i>	<i>Date:</i> 03/04/2019	
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<i>Date:</i> 03/04/2019											

Amount claimed: \$1468.40

History:

[Details](#) [91-1](#) 03/04/2019 Claim #91 filed by SOUTHERN IMPERIAL, Amount claimed: \$1468.40 (ADI, EPoc)

Description:

Remarks:

Claims Register Summary

Case Name: Belvidere Associates LLC
Case Number: 18-30043
Chapter: 11
Date Filed: 10/25/2018
Total Number Of Claims: 1

Total Amount Claimed*	\$1468.40
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		