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11/08/2016	201631000198	TRADE NAME REGISTRATION (RNO)	39.00	0.00	0.00	0.00	0.00

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This is not a bill. Please do not remit payment.

SINGFAI GARY CHAN
2696 BILLINGSLEY RD
COLUMBUS, OH 43235

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
3957065

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

MOSHI SUSHI

and, that said business records show the filing and recording of:

Document(s)

TRADE NAME REGISTRATION

Effective Date: 11/05/2016

Document No(s):

201631000198

Date of First Use: 11/01/2016

Expiration Date: 11/05/2021

ZEN RAMEN LTD.
2152 E MAIN ST
COLUMBUS, OH 43209



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
8th day of November, A.D. 2016.

Ohio Secretary of State



Form 534A Prescribed by:

JON HUSTED
Ohio Secretary of StateCentral Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Date Electronically Filed: 11/5/2016

Name Registration
Filing Fee: \$39**CHECK ONLY ONE (1) Box**Trade Name
(167-RNO)

Date of first use:

11/1/2016

MM/DD/YYYY

Fictitious Name
(169-NFO)

MOSHI SUSHI

Name being Registered or Reported

ZEN RAMEN LTD.

Name of the Registrant

Note: If the registrant is a partnership, please provide the name of the partnership. Individual partner names are not permitted but are required on page 2 of the form.

Registrant's Entity Number (if registered with Ohio Secretary of State): 2312191

All registrants must complete the information in this section

The general nature of business conducted by the registrant:

JAPANESE SUSHI RESTAURANT

Business address:

2152 E MAIN ST

Mailing Address

COLUMBUS

City

OH

State

43209

ZIP Code

Complete the information in this section if registrant is a partnership NOT registered in Ohio pursuant to ORC 1776, if partnership is registered, provide registration number on page one.

Provide the name and address of at least one general partner:

Name

Address

NOTE: Pursuant to OAG 89-081, if a general partner is a foreign corporation/limited liability company, it must be licensed to transact business in Ohio; if a general partner is a foreign corporation/limited liability company licensed in Ohio under an assumed name, please provide the assumed name and the name as registered in its jurisdiction of formation.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Application must be signed by the registrant or an authorized representative.

CINTIA KURNIA LIEM

Signature

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

By (if applicable)

Print Name

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.



Office: (740) 965-1981
Office Fax: (614) 431-6450

Member:
Columbus Board of Realtors
Ohio Association of Realtors
National Association of Realtors

ASSET PURCHASE AGREEMENT

Columbus, Ohio
October __, 2016

THIS ASSET PURCHASE AGREEMENT, (“Agreement”) made and entered into by and between Moshi Sushi, LLC an Ohio Limited Liability Company (“**Seller**”) 2152 East Main Street Bexley, Ohio 43209 and Zen Ramen, LTD. (“**Purchaser’s**”), 942 Linkfield Drive Worthington, Ohio 43085. Seller and Purchaser are each a “**Party**” and are collectively referred to herein as the “**Parties.**”

RECITALS

WHEREAS, Seller owns a Japanese Sushi Restaurant at 2152 East Main Street Bexely, Ohio 43209 (the “**Premises**”) known as “Moshi Sushi Bar”. Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser, certain assets of the Seller on the terms and subject to the conditions outlined in this Agreement.

The terms of the agreement for the Purchaser to purchase the assets of Seller are as follows:

1. **Acquired Assets:** The following items shall hereafter be referred to collectively as the Acquired Assets:
 - a. The assets described on **Exhibit A**.
 - b. Any intangible property related to the “Moshi Sushi Bar” Business including but not limited to: “Moshi Sushi Bar” name, phone number, customer list, and Supplier contact information.
 - c. Seller’s rights as Tenant under the Lease of the Premises.
 - d. Recipes.
 - e. Marketing files and Logo.
 - f. Ending restaurant inventory which may consist of Liquor, Beer, Wine, Food, and Paper.
2. **Purchase Price:** In consideration for Seller’s sale and transfer of the Acquired Assets to Purchaser, Purchaser, shall pay to Seller the sum of One Hundred Fifty Seven Thousand Five Hundred Dollars (\$157,500.00) (the **Purchase Price**) payable as described in **Item 3. “Payment Terms”** of this agreement.

3. Payment Terms:

- a. **Cash at Closing:** Purchaser to make a **\$115,000.00** dollar Cash down payment to Seller at closing (**via Cashier's Check**). A Cognovit Note executed at Closing by Purchaser in favor of Seller, for the balance of the Purchase Price of Forty Two Thousand Five Hundred Dollars (\$42,500.00), bearing interest at the annual rate of 0.00% for a Term of Two Years. The payment schedule consists of 23 equal monthly payments of \$1,770.83 and a final 24th payment of \$1,770.91 representing the final amount due. Each payment will be due the first date of each month with the first payment due December 1, 2016.
 - b. **Collateral for loan:** Seller shall hold a first security interest in the store and its equipment until the Cognovit Note balance is paid in full. The Cognovit Note shall not contain a prepayment penalty clause. Purchaser agrees to supply Seller with a Personal Net Worth Statement and personally guarantee the Cognovit Note. Additionally Purchaser agrees to provide Seller with a release authorizing the Seller to perform credit verification should Seller request to do so.
4. **Sale of Assets:** On the Closing Date and subject to the terms and conditions of this Agreement, Seller shall sell, assign, transfer and convey to Purchaser, and Purchaser shall accept and purchase from Seller all of Seller's rights, titles and interests in the Acquired Assets free and clear of all encumbrances.
5. **IRS Form 8594 "Asset Acquisition Statement":** The Purchaser and Seller agree to complete IRS Form 8594 "Asset Acquisition Statement" prior to closing.
6. **Bank Financing:** This transaction is **Not** Contingent upon Purchaser obtaining bank financing.
7. **Lease Agreement:** Contingent upon the Purchaser obtaining a site lease prior to closing which is satisfactory to Purchaser. At Closing, Seller and Purchaser shall execute the Assignment and Assumption of Lease in a mutually agreeable form and content. Seller shall cause the Lessor under the Lease to consent to such assignment and to execute and deliver to Purchaser a Landlord's Estoppel Certificate in form acceptable to Purchaser.
8. **Lease Security Deposit:** Sellers present lease has no security deposit. Purchaser acknowledges that landlord may require Purchaser to make a store rent security deposit which will be held by the landlord.
9. **Attorney Approvals:** This transaction is **Contingent upon Seller and Purchaser's attorney approving all documents.**
10. **Inventory.** Seller agrees to include closing store inventory which may consist of Liquor, Beer, Wine, Food, and Paper at no cost to Purchaser. Seller does not guarantee any specific level of inventory at closing.
11. **Equipment:** Seller warrants that all restaurant equipment will be in working order at closing. Seller agrees to allow Purchaser at **Purchaser's expense** to have said items inspected by a professional service technician prior to closing.

12. **Gift Certificates:** Gift certificates that were issued by the Seller during the Seller's ownership that are redeemed for a period of **One (1) year** after the closing of this transaction will be tracked by the Purchaser. Should the value of these redemptions Exceed \$10,000 during the 1 year period the Seller agrees to reimburse the Purchaser for all amounts in Excess of \$10,000. The reimbursement if any will be applied toward the outstanding balance of the Cognovit Note Payable to Seller.
13. **Prepaid Expenses:** Any prepaid amounts paid by the Seller for restaurant which will benefit the Purchaser will be prorated at closing. Purchaser agrees to reimburse the Seller at closing for these prorated amounts.
14. **Assumption of Duties and Responsibilities.** From and after the Closing Date, and subject to the terms and conditions of the Asset Purchase Agreement, Purchaser shall assume and be responsible for performance of any and all duties and responsibilities of Seller in connection with the Acquired Assets such as, for example, maintenance thereof (collectively, the "**Assumed Liabilities**") but **shall not assume any liabilities of the Business or Seller prior to the closing date.**
15. **No Assumption of Liabilities or Obligations.** Notwithstanding anything to the contrary, the Purchaser shall not by this Agreement or otherwise assume any liabilities or obligations of Seller relating to the Business, the Acquired Assets or otherwise, and nothing herein shall be construed as imposing any such liability or obligation upon the Purchaser and Seller shall defend, indemnify and hold Purchaser harmless from and against all claims and Damages with respect thereto prior to the closing date.
16. **Taxes.** All federal, state and local tax returns required to be filed by the Seller have or shall be timely filed with all appropriate governmental agencies. All such returns are true correct and complete in all material respects, and all taxes (including interest and penalties) due from the Seller have been fully paid. Seller shall not permit any tax lien to be charged against the Acquired Assets and, if such lien is nonetheless filed, Seller shall immediately discharge the same.
17. **Tax Clearances.** Seller agrees to obtain a clearance letter from the appropriate governmental agency for all unemployment insurance contributions and to obtain appropriate clearances or affidavits with respect to any sales, and any other taxes and liens affecting the assets or properties sold under this Agreement. Clearances to be obtained after closing of the transaction.
18. **Manager's Agreement:** Purchaser and Seller agree to close under a "Manager's Agreement" whereby all monies and documents will be dispersed at time the Purchaser takes possession. Purchaser agrees to submit all necessary paper work to the Ohio Department of Liquor Control in order to transfer the liquor license within 7 days after Purchaser takes possession of business and pay all transfer fees necessary to transfer license.
19. **Contingent Upon Approval of Ohio Department of Liquor Control:** This agreement is subject to the approval of the Ohio Department of Liquor Control, to the transfer of existing permits from the Seller to the Purchaser and in the event such transfer cannot be effected, then this agreement shall become null and void and of no effect. Seller and Purchaser shall cooperate with the process of transferring all licenses (D-5, and D-6 liquor license Permit #6190804).
20. **Supplier Lists.** Seller agrees to provide Purchaser with all vendor and all supplier lists along with phone numbers and contact information, at the time of the Closing.

21. **Training:** Seller agrees to allow Purchasers Chef/Cook to train in the restaurant for a period of Three (3) weeks prior to closing this transaction. **All wages and associated employment taxes are the sole responsibility of the Purchaser. Additionally Purchaser agrees to defend and hold Seller and Seller's Members Sudhir Dubey, Moshe Mizahi harmless should Purchasers Chef/Cook get injured during the training period and for any other issues related to the said Chef/Cook.** There is no additional training required by the Seller after closing.
22. **Employees.** There are no contracts, oral or written, with any employees presently employed by Seller in the operation of the Business. All salaries and wages due and payable have been paid and shall continue to be paid as due until the Closing Date; all contributions required to be made to the health insurance, welfare, social security funds have been made and all other obligations of Seller relative to such employees have been made and shall continue to be made until the Closing Date.
23. **Non-Compete:** Seller agrees **not to open or operate in an ownership capacity** a Japanese Sushi Restaurant business within a 10 mile radius of 2152 East Main Street Bexely, Ohio 43209. Sellers existing restaurant Rishi Sushi (Owned by Rabu, LLC) located at 114 North 3rd Street Columbus, Ohio 43215 is Excluded from this non-compete.
24. **Disclosure:** Except as and to the extent required by law, without the prior written consent of the other party, neither Purchaser nor Seller shall direct its Representatives to, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a possible transaction between the parties or any of the terms, conditions or other aspects of the transaction proposed in this letter.
25. **Financial Statements.** The financial statements of Seller that have been previously delivered to Purchaser fully and correctly reflect the financial condition, and operations of Seller as of the dates stated in such documents.
26. **Records:** Purchaser and Seller hereby understand and agree to provide any and all business financial records necessary to close this transaction and continue the operation of the business including, but not limited to, tax returns, profit and loss statements, and site leases.
27. **Pending Litigation:** Seller confirms to the best of his knowledge there **is no** pending litigation to disclose.
28. **Possession:** Upon closing or as otherwise agreed to by the parties.
29. **Purchasers Obligation to Perform:** Purchasers obligation to perform will be expressly conditioned upon Sellers ability to convey good and marketable title to all assets, free and clear of any UCC or other liens. Seller's inability to do so will constitute grounds for the termination of any agreement.
30. **Inspections:** The undersigned Purchaser hereby certifies and represents that he has personally examined the business and has relied on said personal examination, and not upon statements or representations made by Seller or his agents, in deciding to purchase said business. Such personal examination has also given him satisfaction of his ability to conduct said business. He, therefore accepts the business "as is" with the clear understanding as herein set forth.

- 31. Earnest Money Deposit:** Upon the acceptance of this Agreement by both Parties the Purchaser agrees to deposit with Jim Tharp Realty earnest money of **\$10,000.00**. This money to be held in escrow and is Fully Refundable **until** the Purchasers Chef/Cook starts training as discussed in item 21. **Once Chef/Cook training has started the \$10,000.00 earnest money is Non-Refundable and shall be considered fully earned and paid to the Seller.**
- 32. The Closing.** The closing of the transaction contemplated by this Agreement (the “**Closing**”) shall take place at a mutually agreeable time and place **on or before November 30, 2016** (the “**Closing Date**”).
- 33. Broker Fees:** The Seller shall pay Jim Tharp Realty a brokerage fee of \$7,875.00 in connection with this transaction. Total commission shall be paid at time Purchaser takes possession of business.
- 34. Broker Indemnification:** The parties here to indemnify and save harmless the Broker, his or their agents or employees harmless from any liability resulting from any misrepresentations made by the parties hereto. Seller warrants all information supplied to broker to be true and correct and that no information which could adversely affect the sale of said business has been omitted, and to indemnify Broker against any legal action which may result against Broker due to seller's misrepresentation or omissions.
- 35. Miscellaneous:** Time is of the essence in all provisions of this Contract. All provisions of this Contract shall survive the closing. In compliance with Equal Opportunity Laws, no party hereto in any manner discriminate against any purchaser or purchasers because of race, creed, sex or national origin.
- 36. Duration of offer:** This offer shall be open for acceptance until **Noon November 4, 2016**.

IT IS RECOMMENDED THAT ALL PARTIES BE REPRESENTED BY LEGAL COUNSEL.

The undersigned agrees to and accepts the foregoing offer.

Purchaser acknowledges acceptance
of the terms of this Agreement

Signed this ____ day of _____ 2016

(Buyer)

(Buyer)

(Buyer)

(Buyer)

(Address)

(Phone)

Seller acknowledges acceptance
of the terms of this Agreement

Signed this ____ day of _____ 2016

(Seller)

(Address)

(Phone)

EXHIBIT A
ASSET LIST

Sushi Bar With Sneeze Guard	
Bar	
Four Top Table	5
Six Top Table	1
Two Top Tables	3
Bar Area Table Sits 9	1
Bar Stools	10
Chairs	32
Patio Two Top Tables	6
Patio Chairs	12
6 Burner Stove	1
Wok Burner	1
Deep Fryer	1
Salamander	1
Char Broiler	1
Prep table	1
2 Door Refrigerator	3
2 Door Freezer	1
Freezer Chest	1
3 Compartment Sink	1
Dish Machine	1
Slicer	1
Table Top Fryer	1
6 Food Ansel Hood System	1