

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:) Chapter 11
)
BAY CIRCLE PROPERTIES, LLC, *et al.*¹) Case No.: 15-58440-wlh
) (Jointly Administered)
Debtors.)
_____)

MOTION FOR ORDER APPROVING SALE OF PROPERTY FREE AND
CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES

COMES NOW NRCT, LLC, a debtor in the above-captioned case (the “Debtor”), and moves this Court for entry of an order pursuant to Sections 105(a) and 363 of Title 11, United States Code (the “Bankruptcy Code”) and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) approving the sale of certain real property and improvements to The Providence Group of Georgia, LLC (“Buyer”), free and clear of all liens, claims, and encumbrances, for a purchase price of \$2,000,000.00, pursuant to the Agreement of Purchase and Sale attached hereto as Exhibit “A”, as amended by the First Amendment to Agreement of Purchase and Sale attached hereto as Exhibit “B” (as

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are Bay Circle Properties, LLC (1578), DCT Systems Group, LLC (6978), Sugarloaf Centre, LLC (2467), Nilhan Developers, LLC (6335), and NRCT, LLC (1649).

amended, the “Agreement”). The subject property is more specifically identified in the Agreement (the “Property”).

In support of this Motion, the Debtor shows the Court as follows:

JURISDICTION

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

BACKGROUND

2. On May 4, 2015 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code with the Clerk of this Court. The Debtor continues to operate its business as a debtor in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

3. The Property which is the subject of this Motion consists of approximately ten (10) acres of vacant land at the northwest corner of Tench Road and Peachtree Industrial Boulevard, Gwinnett County, Georgia. A complete legal description is attached to the Agreement.

4. The Debtor seeks authority to sell the Property to the Purchaser, pursuant to the Agreement for a price of \$2,000,000.00, to be paid by wire transfer at closing. The Purchaser is an unaffiliated third party which negotiated the

Agreement on an arm's length basis. The sale of the Property shall be free and clear of all liens, claims and encumbrances pursuant to 11 U.S.C. § 363. The Debtor further seeks authorization to make disbursements and execute and deliver all necessary deeds, affidavits, certificates and other closing documents necessary to consummate the sale.

5. The Debtor seeks authority to pay, in its discretion, the cost to cure title objections that may arise, as more fully set forth in the Agreement.

PROPOSED SALE OF THE PROPERTY

6. The Debtor proposes to enter into an Agreement which provides for the sale of the Property to the Purchaser.

7. The pertinent terms of the Agreement and the resulting transaction are summarized as follows:

- The Purchaser is paying an earnest money deposit of \$25,000
- Payment by the Purchaser of \$2,000,000.00 by wire transfer of federal funds at closing, adjusted by earnest money payment;
- Debtor shall pay real estate transfer taxes, pro-rated real estate taxes for the year of closing to the closing date, and Debtor's attorney's fees.
- The commission fee of RG Real Estate, as set forth in Exclusive Listing Agreement for Sale of Real Property attached to Debtor's Motion to Employ Real Estate Broker [Doc. 451], will be paid from the proceeds of sale at closing.

- All other closing costs shall be paid by Purchaser.
- The transaction is contingent upon Buyer's application to rezone the Property to the PMUD zoning category pursuant to applicable City of Suwanee, Georgia zoning ordinances.

8. Pursuant to Bankruptcy Rule 2002(a)(2) and (c), the Debtor is required to notify, *inter alia*, the Debtor's creditors of a proposed sale of the assets outside of the ordinary course of business. This Motion and an accompanying Notice of Hearing will be served on all creditors of the Debtor.

AUTHORITY

9. Courts afford a debtor substantial deference in formulating procedures for selling assets. See, e.g., Official Committee of Subordinated Bondholders v. Integrated Resources, Inc. (In re Integrated Resources, Inc.), 147 B.R. 650, 656-57 (S.D.N.Y. 1992); In re 995 Fifth Ave. Assoc., L.P., 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1989).

10. The paramount goal for any proposed sale of the property of a bankruptcy estate is to maximize the proceeds received by the estate. See, e.g., Four B. Corp. v. Food Barn Stores, Inc. (In re Food Barn Stores, Inc.), 107 B.R. 558, 564-65 (8th Cir. 1997) (in bankruptcy sales, "a primary objective of the Code [is] to enhance the value of the estate at hand"); Integrated Resources, 147 B.R. at 659 ("It is a well-established principle of bankruptcy law that the objective of bankruptcy

sales and the Debtors' duty with respect to such sales is to obtain the highest price or overall greatest benefit possible for the estate.") (quoting In re Atlanta Packaging Prods., Inc., 99 B.R. 124, 131 (Bankr. N.D. Ga. 1988)).

11. Section 363(b)(1) of the Bankruptcy Code provides that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." A debtor in possession is given these rights by Section 1107(a) of the Bankruptcy Code. Moreover, Section 105(a) of the Bankruptcy Code provides that the bankruptcy courts "may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]."

12. The proposed use, sale, or lease of property of the estate may be approved under Bankruptcy Code Section 363(b) if it is supported by sound business justification. See Committee of Equity Security Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1070 (2d Cir. 1983); accord Stephens Indus. V. McClung, 789 F.2d 386, 389-90 (6th Cir. 1986). Moreover, pursuant to Section 105 of the Bankruptcy Code, the Court has expansive equitable powers to fashion any order or decree which is in the interests of preserving or protecting the value of a debtor's assets, see, e.g., In re Chinichian, 784 F. 2d 1440, 1443 (9th Cir. 1986), such as structuring an orderly sale process.

13. As set forth in this Motion, the Debtor believes that good cause exists to authorize the sale of the Property on the terms prayed for in this Motion.

14. Pursuant to the Bankruptcy Rule 6004 and Section 363(f), the sale of the Property to the Buyer will be free and clear of all liens, claims, interests and encumbrances. The purchase price of \$2,000,000.00 represents the fair market value of the Property.

15. The Debtor does not require the Property in order to successfully reorganize in bankruptcy. The sale of the Property will allow the Debtor to receive the maximum value for the Property.

NOTICE

16. Notice of this Motion will be given in accordance with Bankr. R. 2002.

WHEREFORE, the Debtor requests that the Court enter an Order approving the sale of the Property to Purchaser pursuant to a contract substantially in the form attached hereto as Exhibit "A", as amended by the First Amendment to Agreement of Purchase and Sale attached hereto as Exhibit "B", free and clear of liens, claims and encumbrances, granting the Debtor authority to execute and deliver any and all closing documents, deeds, affidavits, closing statements, resolutions as may be necessary to consummate the sale of the Property and to make the disbursements as set forth in this Motion.

This 24th day of October, 2017.

\s\ John A. Christy

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EXHIBIT "A"

THIS AGREEMENT IS SUBJECT TO APPROVAL ("BANKRUPTCY COURT APPROVAL") BY THE UNITED STATES BANKRUPTCY COURT, NORTHERN DISTRICT OF GEORGIA, ATLANTA DIVISION ("BANKRUPTCY COURT") IN IN RE: NRCT, LLC CASE NO. 15-58444-wlh. SELLER WILL PROMPTLY AFTER EXECUTION OF THIS AGREEMENT BY SELLER AND BUYER MOVE FOR BANKRUPTCY COURT APPROVAL. IF THE BANKRUPTCY COURT DOES NOT APPROVE WITHIN FORTY-FIVE (45) DAYS AFTER EFFECTIVE DATE OF THIS AGREEMENT, EITHER OF THE PARTIES MAY TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO THE OTHER AT ANY TIME THEREAFTER, PROVIDED PRIOR TO BANKRUPTCY COURT APPROVAL. UPON SUCH TERMINATION NEITHER OF THE PARTIES SHALL HAVE ANY FURTHER LIABILITY UNDER THIS AGREEMENT.

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement"), the Effective Date of which is February 14, 2017, is entered into by NRCT, LLC ("Seller") and The Providence Group of Georgia, L.L.C., a Georgia limited liability company ("Buyer"). In consideration of the sum of Ten Dollars (\$10.00) paid by the Parties each to the other, the receipt and sufficiency of which are hereby acknowledged, and of the mutual promises contained in this Agreement, Buyer and Seller (sometimes collectively referred to as "Parties") agree as follows:

1. **Selections and Definitions:** Capitalized terms that are not defined when first used in this Agreement have the meanings set forth below.

(a) **Authorities:** All federal, state and local governmental and quasi-governmental agencies, bodies, entities, boards and authorities that have jurisdiction over the Property, the furnishing of utilities or other services to the Property, or the improvement, development, occupancy, sale or use of the Property.

(b) **Broker(s):** Stephens Capital

(c) **Closing:** The act of settlement of the purchase and sale of the Property at which Seller conveys title to the Property to Buyer by delivery of a limited warranty deed and Buyer delivers the Purchase Price for the Property to Seller.

(d) **Documents:** Any and all of the following documents that relate in any way to the Property: (i) existing surveys; (ii) title policies; and (iii) engineering, environmental, wetlands, topographic, soils and other reports, studies, surveys.

(e) **Effective Date:** The date on which both Parties have delivered to the other a fully executed original of this Agreement. The Effective Date shall be filled in above upon establishment of the Effective Date.

(f) **Earnest Money:** Twenty-Five Thousand Dollars (\$25,000)

(g) **Escrow Agent:** Fidelity National Title Insurance Company

(h) **Feasibility Period:** The period of 90 days beginning on the day after the later to occur of (i) Seller's notice to Buyer of Bankruptcy Court Approval or (ii) Seller's notice to Buyer that Seller may convey the Property to Buyer free and clear of any and all claims of AFS Fitness, LLC, its successors and assigns.

(i) **Permitted Exceptions:** Matters of record or otherwise affecting the Property subject to which Buyer agrees to take title, to be determined by Buyer as herein provided during the Feasibility Period.

(j) **Property:** All that tract or parcel of land lying and being in Land Lots 253 of the 7th District, City of Suwanee, Georgia, described on Exhibit "D", together with (i) all easements, rights of way, permits, approvals, privileges and entitlements appurtenant thereto, including but not limited to all sanitary sewer taps and/or capacity available to or benefitting the real property and (ii) all right, title and interest in and to all streets and water courses adjacent to, abutting or serving the real property.

(k) **Purchase Price:** \$ 2,000,000.00.

2. **Agreement to Sell and Purchase the Property.** Seller hereby agrees to sell the Property to Buyer and Buyer hereby agrees to purchase the Property from Seller in fee simple upon and subject to all of the terms, covenants and conditions set forth in this Agreement.

3. **Earnest Money.**

a. **Delivery of Earnest Money.** Within five (5) business days after the Effective Date of this Agreement, Buyer shall deliver to Escrow Agent the Earnest Money in the form of a wire transfer of immediately available funds. Any cash held by Escrow Agent shall be held in a federally insured non-interest-bearing attorney escrow account and no interest shall be earned thereon.

b. **Disbursement of Earnest Money.** Escrow Agent shall hold the Earnest Money in accordance with the provisions of Exhibit "A" hereto and shall disburse the Earnest Money only as follows: (a) to Buyer if Buyer elects to terminate this Agreement in accordance with the terms of this Agreement; (b) Seller at the Closing; (c) upon and pursuant to a written agreement signed by all parties having an interest in the funds; (d) upon and pursuant to order of a court or arbitrator having jurisdiction over any dispute involving the Earnest Money; or (e) as set forth in this Agreement. The prevailing party in any interpleader action shall be entitled to collect from the other party the costs and expenses that it actually reimbursed to Escrow Agent. If this transaction closes, all Earnest Money will be credited against the Purchase Price. If the Earnest Money is forfeited to Seller as provided by this Agreement, the Earnest Money will be paid immediately to Seller.

4. **Preliminary Matters.**

a. **Feasibility Study.** Buyer, its employees, agents, contractors and subcontractors, shall have the right during the Feasibility Period, to investigate title and to make such investigations, studies and tests with respect to the Property as Buyer deems necessary or appropriate to determine the feasibility of purchasing the Property. At any time prior to the expiration of the Feasibility Period, Buyer may, in its sole discretion, terminate this Agreement by written notice to Seller in which event the Earnest Money shall be returned to Buyer. Upon termination of this Agreement, no Party hereto shall have any further obligation or liability to the other with respect to the transactions contemplated by this Agreement except as otherwise set forth in this Agreement.

b. **Deliveries.** Seller, at no cost to Seller, shall cooperate with Buyer and shall provide to Buyer within seven (7) business days after the Effective Date at no cost to Buyer, all Documents which are in Seller's possession or control. Seller further agrees to complete a customary questionnaire necessary for Buyer to obtain environmental reports. If this Agreement is terminated as provided herein for other than the default of Seller, Buyer shall return to Seller all Documents and other pertinent information provided to Buyer by Seller. Seller shall deliver the Documents "AS-IS" without any representation or warranty. Buyer shall rely upon the Documents at its sole risk.

c. **Right of Entry.** During the period from the Effective Date hereof through the Closing or earlier termination of this Agreement, Seller shall permit Buyer, its employees, agents, contractors and subcontractors (after giving Seller reasonable prior verbal notice thereof) to enter upon the Property and while thereon make surveys, take measurements, perform test borings or other tests of surface and subsurface conditions, make engineering, environmental and other studies and inspect the Property. If Buyer exercises its rights under the provisions of this subsection, it shall (i) deliver to Seller such evidence of liability insurance as Seller shall reasonably request; (ii) keep the Property free of any liens or third-party claims resulting therefrom; (iii) restore as nearly as practicable the Property substantially to its condition immediately before such exercise, and (iv) indemnify, defend and hold Seller harmless from any injury, cost, liability or expense to person or property arising out of Buyer's exercise of the rights granted by this Section (provided that Buyer shall not be required to indemnify or hold harmless Seller or from any damages or claims related to Buyer's discovery, without more, of any existing condition with respect to the Property), and this indemnity shall survive the Closing or the termination of this Agreement.

d. **Zoning Contingency.** Buyer shall, at Buyer's expense, within 30 days after the expiration of the Feasibility Period, submit application for rezoning of the Property to the PMUD zoning category pursuant to the City of Suwanee, Georgia zoning ordinance (the "Zoning Authority"). In the event zoning conditions that are unacceptable in Buyer's sole discretion are imposed on said rezoning, all Earnest Money shall be returned to Buyer within two (2) business days of Buyer's written notice to terminate this Agreement return said Earnest Money, and this Agreement shall become null and void. Seller shall cooperate in good faith with Buyer in the rezoning effort (but at no expense to Seller except for the payment of any outstanding taxes that the zoning authority may require be paid in order for the application to be accepted) and will take all reasonable steps necessary for the rezoning application to progress, including but not limited to signing all necessary documentation for the rezoning process. The Rezoning shall be deemed Final when Buyer's zoning

application has been approved by the City of Suwanee, with conditions and site plan acceptable to Buyer and with all applicable appeal periods having lapsed with no appeal having been filed.

Upon the satisfaction of all of the following conditions: (i) receipt of written verification from the Zoning Authority that the Property is rezoned to PMUD zoning category with such zoning conditions as are acceptable to Buyer in Buyer's sole discretion; and (ii) the expiration of all periods, if any, provided or permitted by law for the administrative or judicial appeal of said written verification; and (iii) all suits and appeals, if any, challenging said written verifications have been dismissed finally and conclusively in favor of such written verification, the Property shall be deemed to have been approved and such date shall be the "Date of Zoning Approval". In the event Buyer is unable to gain all necessary written approvals from the Zoning Authority by the City of Duluth, without conditions that are unacceptable in Buyer's sole discretion, then either Party may terminate this Agreement by written notice to the other at any time thereafter, provided prior the Date of Zoning Approval, the Agreement shall become null and void, all Earnest Money then held by the Escrow Agent shall be returned to Buyer and neither Party shall have any further obligation or liability under this Agreement except as otherwise set forth herein.

e. **Possession Contingency.** If Seller fails to notify Buyer in writing on or before the two-hundred seventieth (270th) day after the date date of this Agreement that AFS Fitness, LLC, its successors and assigns, has no further interest in the Property (the "Notice of Vacation"), either of the Parties may terminate this Agreement by written notice to the other at any time thereafter, so long as such termination notice is delivered prior to Seller's delivering the Notice of Vacation. Upon such termination neither of the Parties shall have any further liability under this Agreement except as otherwise set forth herein.

5. **Closing.**

a. Closing shall occur at the offices of Fidelity National Title Insurance Company, 5565 Glenridge Connector, Suite 300, Atlanta, Georgia 30342 at 2:00 pm, or at such other time and location upon which the Parties agree in writing, on or before the thirtieth (30th) day after the Date of Zoning Approval.

b. Subject to the adjustments provided for herein, Buyer shall pay the Purchase Price, less the Earnest Money, at Closing by wire transfer to an account or accounts designated by Seller.

c. At Closing Seller shall execute, acknowledge, and deliver to Buyer the closing documents set forth on Exhibit "B".

d. All real estate taxes for the current period shall be adjusted and prorated between the Parties as of the day prior to Closing. If the Property is part of a larger tract owned by Seller, prorations shall be apportioned based on the number of acres in the Property divided by the number of acres in the larger tract. Any tax proration based on an estimate shall be subsequently readjusted upon receipt of a tax bill. The obligations to adjust tax prorations shall survive Closing.

e. The cost of transfer taxes shall be paid by Seller. Seller shall also pay at Closing, without any contribution from Buyer, (i) the cost of preparing any release documents, if any, and the recording thereof for any lien releases required to be obtained by Seller in order to convey title to the Property in accordance with Section 6 hereof and (ii) all *ad valorem* taxes on the Property due and payable

f. Each party will pay its own attorney's fees. Unless otherwise specifically set forth in this Agreement, all other closing costs shall be paid by Buyer.

6. **Title and Survey.**

a. Title to the Property shall be conveyed by Limited Warranty Deed and shall be good and marketable of record and in fact, free and clear of all liens, encumbrances, encroachments other than the Permitted Exceptions.

b. Buyer shall have until the end of the Feasibility Period to examine title to, and obtain an updated survey of, the Property, and to furnish Seller with a copy of such updated survey and a written statement of objections ("Statement of Objections"), if any, to the title and survey. Seller shall have five (5) business days after receipt of such Statement of Objections, if any ("Seller's Response Period") to either (i) satisfy such objections; (ii) notify Buyer in writing that Seller agrees to satisfy such objections; or (iii) notify Buyer that Seller either cannot or will not satisfy such objections. Notwithstanding anything contained herein to the contrary, Seller shall (whether or not objected to) satisfy, cure or cause to be

released or bonded off of the Property, at or prior to Closing (i) all materialmen's and mechanic's liens affecting the Property and arising out of work done for or on behalf of Seller, (ii) the lien and interest of any other person or any other entity securing a loan to Seller, (iii) any liens for taxes due and payable and affecting the Property, and (iv) any judgment lien against Seller which attaches to the Property prior to Closing; and Buyer is authorized to use portions of the Purchase Price to do so if Seller fails to so remove all such monetary liens. Seller shall have no obligation to cure any other title objections except (i) matters which Seller causes to be placed on the Property after the date hereof without the written consent of Buyer; and (ii) those objections which Seller has agreed to satisfy.

c. In the event that Seller does not provide to Buyer, prior to the expiration of Seller's Response Period, a written response to a title objection as to which Buyer has provided timely written notice in the Statement of Objections, Seller shall be deemed to have refused to satisfy any of the title objections.

d. In the event that, prior to the expiration of Seller's Response Period, Seller notifies Buyer that Seller either cannot or will not satisfy, or in the event that Seller is deemed to have refused to satisfy an objection described in the Statement of Objections (other than those described in Section 6(b) which Seller is required to satisfy), then Buyer may elect to (i) waive any such objection and proceed to Closing; or (ii) terminate this Agreement by giving written notice of such termination to Seller, in which case all rights and obligations of the parties shall expire and this Agreement shall become null and void except for provisions herein which are specified to survive termination of this Agreement. Said election shall be made by Buyer by giving written notice thereof to Seller no later than five (5) business days after the end of the Seller's Response Period ("Buyer's Response Period"). In the event that Buyer does not provide to Seller, prior to the expiration of the Buyer's Response Period, a written notice of Buyer's election, Buyer shall be deemed to have elected to waive any such objection and proceed to Closing.

e. Any matters as to which Buyer does not make timely objection as hereinabove provided, and any matters waived by Buyer pursuant to clause (d)(i) of this paragraph, shall be deemed to be Permitted Exceptions.

f. Buyer shall have the right at any time to waive any objections that it may have made and thereby preserve this Agreement in effect.

7. **Condemnation.** If after the Effective Date and prior to Closing, all or any part of the Property is taken or threatened to be taken by eminent domain or condemnation, Buyer may elect either (a) to terminate this Agreement, in which event the Earnest Money shall be returned, and this Agreement shall be null and void and of no further force or effect except as set forth in this Agreement, or (b) to consummate Closing as herein provided, in which event Seller shall pay or assign all condemnation awards or payments in respect of the Property to Buyer at the Closing. If this Agreement is terminated pursuant to this Section, neither Party shall have any further rights, duties, obligations or liabilities, at law or in equity, arising out of or relating to this Agreement except for those that specifically survive termination of this Agreement pursuant to other Sections hereof.

8. **Risk of Loss.** The Property shall be held at the risk of Seller until Closing.

9. **Possession.** At Closing, Seller shall deliver exclusive possession and occupancy of the Property to Buyer, subject to the Permitted Exceptions.

10. **Default.**

a. **Buyer Default.** In the event of any default by Buyer, because of the difficulty in calculating damages, the Parties agree that Seller's sole and exclusive remedy at law or in equity shall be limited to the right to terminate this Agreement and receive the Earnest Money as full liquidated damages. Other than the specific remedy expressly set forth in this subsection 10(a), Seller hereby waives any and all right and remedy, at law or in equity, to which Seller may otherwise have been entitled by reason of Buyer's default, including any right in equity to seek specific performance of this Agreement by Buyer and any right at law to seek damages from Buyer (except as to any indemnities contained herein which by their express provisions survive the cancellation or termination of this Agreement).

b. **Seller Default.** In the event the Closing does not occur in accordance with the terms of this Agreement because of the inability of Seller to convey good and marketable fee simple title to the Property because of the title defects or objections which are in existence on the date this Agreement is signed by the Seller, the Buyer's sole right and exclusive remedy shall be either to (i) terminate this Agreement in which event the Earnest Money previously paid by Buyer shall be immediately refunded to the Buyer and neither Party shall have any further obligation or liability under this Agreement

except as otherwise set forth in this Agreement, or (ii) waive such inability and proceed to close the transaction without regard thereto. In the event the Closing does not occur in accordance with the terms of this Agreement due to Seller's default, Buyer shall have the right of specific performance, but not damages, except as provided immediately below, against Seller, in addition to the right to receive an immediate refund of the Earnest Money. Buyer shall have the right to damages against Seller if and only if Seller, during the term that this Agreement remains in effect, intentionally and consensually sells, leases, conveys (absolutely or as security), grants a security interest in, or otherwise encumbers or disposes of any portion of the Property or any interest or rights without the express prior written consent of the Buyer (provided, however, the Seller shall have the right to encumber the Property with mortgages or deeds to secure debt provided the indebtedness secured does not exceed the Purchase Price and may be paid in full without any premium or penalty at the Closing).

c. **Cure Period.** Notwithstanding the provisions of subsections 10(a) and (b) above, no default by either Party hereto shall result in a termination or limitation of any rights of such Party hereunder unless and until the other Party shall have notified the defaulting Party in writing of said default, and the defaulting Party shall have failed to cure said default within five (5) days after receipt of said written notice for any monetary default or failure to close the transaction contemplated herein by the outside date for Closing and within thirty (30) days after the receipt of said written notice for all other defaults.

11. **Notices.** Any notice to be given pursuant to this Agreement shall be given in accordance with Exhibit "C".

12. **Brokers.** Each Party represents and warrants to the other that, except as specifically disclosed herein, it has not used the services of any real estate agent, broker or finder with respect to the transactions contemplated hereby. Each Party agrees to indemnify and hold harmless the other against and from any inaccuracy in such Party's representation under this Section. This indemnification shall survive the delivery of the deed and shall not merge therein. Seller, Buyer and Broker(s), if applicable, shall each sign at closing the necessary broker's affidavit for the title company insuring the Property to insure without exception to broker's liens. Notwithstanding anything contained herein to the contrary, Broker(s) shall not be entitled to a commission if the sale fails to close for any reason whatsoever, including the default of a party. Buyer has engaged Stephens Capital and shall pay a real estate commission at Closing pursuant to a separate commission agreement. Stephens Capital represents the Buyer in this transaction and does not represent the Seller.

13. **Representations and Warranties.** To induce each other to enter into this Agreement, each Party hereby represents and warrants to the other that (i) it has been duly authorized and empowered to enter into this Agreement and to perform fully its obligations hereunder, (ii) such obligations constitute the valid and binding obligations of such Party, enforceable in accordance with their terms, and (iii) that no further consents of any other person, entity, public body or court are required in connection with this Agreement and the performance of all obligations hereunder. To induce Buyer to enter into this Agreement, Seller further represents and warrants to Buyer as follows: (i) There are no leases, tenancy or occupancy agreements or service contracts with respect to the Property except as otherwise set forth in this Agreement (ii) Seller has received no written or oral notice of any pending, threatened or contemplated action by any Authorities, or any other entity having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof and, to the best of Seller's actual knowledge, there is no existing, proposed or contemplated plan to widen, modify or realign any street adjoining the Property which would affect access thereto; (iii) except as is disclosed within any environmental reports provided by Seller to Buyer in accordance with this Agreement (the "Environmental Reports"), Seller has not received any written complaint, order, citation or notice from any Authorities or any other person or entity with regard to the presence of hazardous substances or hazardous waste or other environmental problems affecting the Property and, to the best of Seller's actual knowledge, except as is disclosed within any Environmental Reports, no such hazardous substances or hazardous waste have been treated, released, discharged, placed, disposed of, or stored on the Property; (iv) There is no pending litigation or judicial proceeding against Seller relating to the Property, nor to Seller's actual knowledge has Seller received any threats that any such litigation or proceeding will be commenced; (v) Seller is not a party to any other contracts for the sale of the Property; (vi) To the best of Seller's actual knowledge, there are no violations of any governmental laws, ordinances, rules, regulations or orders relating to the Property; (vii) To the best of Seller's actual knowledge, there are no unrecorded easement rights which encumber the Property; (viii) Seller shall promptly notify Buyer, in writing, of any event or condition known to Seller which occurs prior to Closing and which causes a material change in the facts relating to, or the truth of, any of the above representations and warranties. At the Closing, Seller shall reaffirm and restate such representations and warranties, subject to disclosure of any changes in facts or circumstances which may have occurred since the date hereof. The representations and warranties of Seller set forth in this Section 13, as updated by any certificate delivery by Seller at Closing, shall survive Closing for a period of six (6) months.

14. **As is Sale.** Except for Seller's representations and warranties in this Agreement and Seller's limited warranty of title to be set forth in the Limited Warranty Deed to be delivered at Closing (collectively, "Seller's Express Representations and Warranties"), Seller does not make any representation or warranty, express or implied, of any kind or nature whatsoever,

with respect to the Property. Seller shall sell and convey to Buyer and Buyer shall, subject to Seller's Express Representations and Warranties, accept the Property "AS IS", "WHERE IS", and "WITH ALL FAULTS". The terms and conditions of this Section 1 shall expressly survive the consummation of the purchase and sale of the Property.

5. General.

a. Entire Agreement. This Agreement constitutes the final and entire Agreement between the Parties and they shall not be bound by any terms, covenants, conditions, representations or warranties not expressly contained herein. This Agreement may not be amended except by written instrument executed by both Parties.

b. Partial Invalidity. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

c. Time of the Essence. Time is of the essence of this Agreement and the performance of the terms and conditions hereof.

d. Successors and Assigns. Except as prohibited hereby, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors, and assigns. Seller shall not assign this Agreement or its rights hereunder to any other person. This Agreement shall be assignable by Buyer to any partnership, limited liability company or other entity (i) in which Buyer or an affiliate of Buyer is the managing member or otherwise controls such assignee, (ii) in which Warren Jolly or any family member of Warren Jolly has an interest (including without limitation any interest held by or through a trust, retirement account or investment intermediary), or (iii) which, at the time of Closing, has an agreement with Buyer or an affiliate of Buyer pursuant to which Buyer or affiliate of Buyer has the right to purchase the building lots to be developed within the Property. Buyer's assignment of Buyer's right, title, interest, duties or obligations under this Agreement to any person or entity other than as set forth above shall require the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. No assignment shall release Buyer from any liability or obligation under this Agreement.

e. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution of this Agreement may also be made via email attachments, facsimile or other electronic transmission with any such signatures having the same binding effect as if they were made on original documents.

f. Headings. The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided for convenience of reference only, and shall not be considered in construing their contents.

g. Exhibits. Each writing or plat or plan referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit is incorporated herein by reference and made a part hereof. The following exhibits are attached hereto:

Exhibit A	Escrow Agent's Escrow Provisions
Exhibit B	Closing Documents
Exhibit C	Notice Addresses
Exhibit D	Property Description

h. Time Periods. Any and all references in this Agreement to time periods that are specified by reference to a certain number of days refer to calendar days, unless "business days" is otherwise expressly provided. Therefore, if (a) the last date by which a Closing is permitted to occur hereunder, or (b) any date by which a Party is required or permitted to provide the other Party with notice hereunder, occurs on a Saturday or a Sunday or a banking holiday in the jurisdiction where the Property is located, then and in any of such events, such applicable dates shall be deemed to occur, for all purposes of this Agreement, on that calendar day which is the next, succeeding day, which is not a Saturday, Sunday or banking holiday.

i. No Partnership. Nothing in this Agreement shall be deemed in any way to create between the Parties any relationship of partnership, joint venture or association, and the Parties disclaim the existence thereof.

j. Escrow Provisions. The Escrow Agent's actions and the Parties' obligations in regard to any escrow shall be governed by Escrow Agent's escrow provisions attached as Exhibit "A" to the extent that they are not inconsistent with this Agreement. This subsection shall survive each Closing and any earlier termination of this Agreement.

k. Waivers. Except as otherwise expressly provided herein, no Party shall be deemed to have waived the exercise of any right that it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by any Party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

l. Choice of Law. This Agreement shall be given effect and construed by application of the law of the jurisdiction in which the Property is located.

(SIGNATURES COMMENCE ON THE FOLLOWING PAGE)

EXHIBIT "A"

Escrow Provisions

1. Buyer and Seller, jointly and severally, hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement, including, without limitation, attorneys' fees and the cost of defending any actions, suit or proceeding or resisting any claim. The immediately preceding sentence shall not apply to any claims, liabilities, losses, actions, suits or proceedings arising from the willful misconduct or gross negligence of Escrow Agent.

2. If the Parties hereto shall be in disagreement about the interpretation of this Agreement, or about their rights and obligations hereunder, or the propriety of any action contemplated by the Escrow Agent hereunder, any Party hereto, including the Escrow Agent, may, at its discretion, file an action in a court of competent jurisdiction to resolve such disagreement. The Escrow Agent shall be indemnified, jointly and severally, by the Buyer and Seller for all costs, including attorneys' fees, in connection with any such action, and shall be fully protected in suspending all or a part of its activities under this Agreement until a final judgment, order or decree in the action is received.

3. The Escrow Agent shall not be bound by any other agreement whether or not it has knowledge of the existence thereof or of its terms and conditions, and is required only to hold the Earnest Money as herein set forth and to make payment or other disposition thereof as hereinbefore stated.

4. Escrow Agent shall not be liable for any mistakes of fact, or errors of judgment, or for any acts or omission of any kind unless caused by the willful misconduct or gross negligence of Escrow Agent. Escrow Agent shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to the duties and responsibilities of the parties pursuant to this Agreement, or (ii) to any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement. With respect to notice to Escrow Agent, any notice required to be given to Escrow Agent shall be sufficient if given by facsimile or email.

5. Escrow Agent may resign upon ten (10) days written notice to the Parties to their addresses set forth herein. If a successor escrow agent is not appointed within a fourteen (14) day period following such resignation, the Escrow Agent may petition a court of competent jurisdiction to name a successor. The costs of such action shall be paid by Seller and Buyer on an equal basis, and shall be subject to the provisions of Section 1 hereof.

6. These escrow provisions shall be interpreted under the laws of the State of Georgia and shall survive Closing of the sale contemplated by the Agreement, or any termination of the Agreement.

7. Unless otherwise specific in the Agreement, the parties agree that Buyer shall pay to Escrow Agent a fee of \$250 for its services hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed under seal this Agreement as of the Effective Date.

SELLER:

NRCT, LLC

By: CK Thakkar (Seal)

Name and Title: Chitranjan Thakkar, Manager

Date: 3/1/2017

BUYER:

THE PROVIDENCE GROUP OF GEORGIA, L.L.C.

By: Warren S. Jolly (Seal)
WARREN S. JOLLY, President

Date: 7-14-2017
WJ

The undersigned joins in the execution of the foregoing Agreement for the sole purpose of agreeing to hold and apply the Earnest Money subject to and in accordance with the terms of the foregoing Agreement.

ESCROW AGENT:

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: Linda L. Hart

Name and Title: Linda L. Hart

Date: 3/6/17

EXHIBIT "B"

Closing Documents to be Delivered to Buyer

- (a) Appropriate consents or resolutions to evidence the authority of the Seller to sell the Property;
- (b) A limited warranty deed which conveys fee simple title to the Property utilizing the legal description by which the Property was conveyed to Seller, subject only to the Permitted Exceptions;
- (c) Upon request by Buyer, a quitclaim deed conveying to Buyer all right, title and interest of Seller in the Property as described on Buyer's survey, subject to Seller's reasonable approval thereof;
- (d) A Foreign Investment in Real Property Tax Act ("FIRPTA") certification in conformance with the requirements of FIRPTA;
- (e) A title affidavit as to those items or facts within Seller's control in form typically required by Buyer's title insurance company and sufficient to allow such title company to delete the "standard exceptions" in a title insurance policy; and
- (f) Such other documents or instruments as may be required by other provisions of this Agreement or reasonably required by Buyer to effectuate the closing of the Property hereunder.

All of the documents and instruments to be delivered by Seller pursuant to this Exhibit shall be in form and substance reasonably satisfactory to counsel for Buyer.

EXHIBIT "C"

Notices

Any notice to be given to any Party hereto in connection with this Agreement shall be in writing and shall be deemed received (a) on the date delivered if hand delivered by receipted hand delivery via courier or overnight delivery service, (b) on the date sent if sent via email and (c) upon receipt if sent postage prepaid by certified or registered mail, return receipt requested. Notices to the Parties shall be sent to their addresses set forth below and notice to any Broker representing a Party shall constitute notice to such Party. Either Party, by written notice to the other, may change its address to which notices are to be sent. The Parties shall copy Escrow Agent on all notices sent hereunder, but failure to notify Escrow Agent shall not be deemed a failure of notice to a Party to whom notice has been given.

Buyer's Address: The Providence Group of Georgia, L.L.C.
c/o Warren S. Jolly
11340 Lakefield Drive, Suite 250
Johns Creek, Georgia 30097
Phone: (678) 475-1800
Email: wjolly@theprovidencegroup.com

With a copy to: Morris, Manning & Martin, LLP
c/o Darla G. McKenzie
990 Hammond Drive, Suite 300
Atlanta, GA 30328
Attn: Darla McKenzie, Esq.
Phone: (404) 255-6900
E-Mail: dmckenzie@mmmlaw.com

Escrow Agent: Fidelity National Title Insurance Company
c/o Linda L. Hart
5565 Glenridge Connector, Suite 300
Atlanta, GA 30342
Phone: (770)-850-9600
E-Mail: Linda.hart@fntg.com

Seller's Address: NRCT, LLC
6050 Peachtree Industrial Blvd.
Norcross, GA 30071
E-Mail: cthakkar@detsystems.net

With copy to:

John E. Taylor
4880 Lower Roswell Road
Suite 165 # 247
Marietta, GA 30068
john@taylorlegal.net

With a copy to: Stephens Capital
Brian J. Stephens
241 W. Wieuca Road, Ste. 210
Atlanta, GA 30342

E-Mail: brian.stephens@stephenscapital.net [REQUIRED]

EXHIBIT "D"

Site Plan - Boundary Survey - Legal Description

All that tract or parcel of land lying and being in Land Lot 253 of the 7th District, Gwinnett County, Georgia, and being more particularly described as follows:

Commencing at a concrete monument found at the point of intersection of the westerly right-of-way of Tench Road (60' R/W) and the northwesterly right-of-way of Peachtree Industrial Boulevard (variable R/W), said point being the TRUE POINT OF BEGINNING;

Thence along said northwesterly right-of-way the following courses and distances South 46 degrees 24 minutes 36 seconds West, 349.20 feet to a 5/8" rebar set; South 36 degrees 06 minutes 40 seconds West, 155.06 feet to a 1/2" rebar found on the northeasterly boundary of lands of Peachtree/Suwanee Properties, Ltd. (Deed Book 4684 / Page 227); Thence along said northeasterly boundary of Peachtree/Suwanee Properties, Ltd. and the northeasterly boundary of Three Bridges Phase 1 (Plat Book 120 / Page 44) North 29 degrees 42 minutes 41 seconds West, 786.91 feet to a 5/8" rebar set on the boundary of lands of Gwinnett County Board of Education (Deed Book 18808 / Page 82); Thence North 60 degrees 19 minutes 41 seconds East, 874.36 feet to a 1/2" rebar found on said northwesterly right-of-way of Tench Road; Thence along said northwesterly right-of-way the following courses and distances: South 09 degrees 09 minutes 12 seconds West, 505.76 feet to a 5/8" rebar set; along a curve to the left, an arc distance of 263.05 feet, said curve having a radius of 350.00 feet and being subtended by a chord of 256.90 feet, at South 12 degrees 22 minutes 40 seconds East, to a concrete monument found, said point being the TRUE POINT OF BEGINNING;

Said tract or parcel of land contains 10.001 acres and is more accurately depicted on a plat of survey prepared by GeoSurvey, Ltd., bearing the seal and certification of Joseph T. Baker G.R.L.S. No 2674, dated August 8, 2007, job number 20073305.

EXHIBIT "B"

FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

THIS FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (“First Amendment”) is made and entered into as of the ____ day of October, 2017 (the “Amendment Effective Date”), by and between NRCT, LLC (“Seller”) and The Providence Group of Georgia, LLC, a Georgia limited liability company (“Buyer”).

WITNESSETH:

WHEREAS Seller and Buyer entered into that certain Agreement of Purchase and Sale dated February 14, 2017 (the “Agreement”), pursuant to which Seller agreed to sell and Buyer agreed to purchase 10.001 acres of property lying and being in Land Lot 253 of the 7th District, Gwinnett County, Georgia (the “Property”), as more particularly described in Exhibit “D” to the Agreement.

WHEREAS Seller and Buyer desire to amend certain terms of the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above are incorporated herein. All capitalized terms used in this First Amendment and not otherwise defined in this First Amendment shall have the meanings given to such terms in the Agreement.
2. The time within which Seller must obtain Bankruptcy Court Approval is extended to the date which is forty-five days after the Amendment Effective Date. If the Bankruptcy Court does not approve the Agreement, as amended herein, within forty-five (45) days after the Amendment Effective Date, either of the parties may terminate this agreement by written notice to the other at any time thereafter, provided that such termination is prior to Bankruptcy Court Approval. Upon such termination neither of the parties shall have any further liability under the Agreement as amended by this First Amendment.
3. Paragraph 12 of the Agreement is hereby amended to add the following:

Seller has retained RG Real Estate, Inc. to market and sell the Property. RG Real Estate, Inc. will be paid a commission by Seller at Closing from the proceeds of the sale, pursuant to the

separate commission agreement between Seller and RG Real Estate, Inc.

4. Except as amended hereby, all the terms and conditions of the Agreement remains in full force and effect and binding upon the parties hereto. In the event the terms and conditions of the Agreement and the First Amendment conflict, the terms and conditions of this First Amendment shall control and the Agreement shall be construed accordingly.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Amendment Effective Date.

SELLER:

NRCT, LLC

BY: Chittranjan Thakkar, Manager

Date: _____

BUYER:



THE PROVIDENCE GROUP OF GEORGIA, LLC

BY: Warren S. Jolly, President

Date: 10-24-17

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:) Chapter 11
)
BAY CIRCLE PROPERTIES, LLC, *et al.*²) Case No.: 15-58440-wlh
) (Jointly Administered)
Debtors.)
_____)

NOTICE OF HEARING

PLEASE TAKE NOTICE that, on October 24, 2017, Debtor NRCT, LLC filed a “Motion for Order Approving Sale of Property Free and Clear of Liens, Claims and Encumbrances” (“Motion”) with the Court seeking entry of an order authorizing the Debtor to sell approximately 10 acres of property lying and being in Land Lot 253 of the 7th District, Gwinnett County, Georgia, free and clear of all liens, claims and encumbrances.

PLEASE TAKE FURTHER NOTICE that the Court will hold a hearing (the “Hearing”) on the Motion in Courtroom **1403**, United States Courthouse, 75 Ted Turner Drive, S.W., Atlanta, Georgia, at **1:30 pm** on the **30th** day of **November, 2017**.

Your rights may be affected by the Court’s ruling on the Motion. You should read the Motion carefully and discuss it with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the Court to grant the relief sought in the Motion or if you want the Court to consider your views, then you and/or your attorney must attend the Hearing. Any written response in opposition to the Motion must be filed with the Clerk of the United States Bankruptcy Court at the address stated below and also served on Debtor’s counsel noted below so that it is received five (5) days prior to the hearing on the Motion. Any response to the Motion must attach a certificate stating when,

² The Debtors and the last four digits of their respective taxpayer identification numbers are Bay Circle Properties, LLC (1578), DCT Systems Group, LLC (6978), Sugarloaf Centre, LLC (2467), Nilhan Developers, LLC (6335), and NRCT, LLC (1649).

how, and on whom (including addresses) you served the response. The address of the Clerk's office is: Clerk, U.S. Bankruptcy Court, Suite 1340, 75 Ted Turner Drive, S.W., Atlanta, Georgia 30303. You must also serve a copy of the response on Debtor's counsel, John A. Christy, Schreeder, Wheeler & Flint, LLP, 1100 Peachtree St, NE, Suite 800, Atlanta, Georgia 30309-4516 so that it is received five (5) days prior to the Hearing.

This 24th day of October, 2017.

/s/ John A. Christy
JOHN A. CHRISTY
Georgia Bar No. 125518
jchristy@swflp.com
J. CAROLE THOMPSON HORD
Georgia Bar No. 291473
chord@swflp.com
JONATHAN A. AKINS
jakins@swflp.com

Attorneys for Debtor

SCHREEDER, WHEELER & FLINT, LLP
1100 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30309-4516
(404) 681-3450

CERTIFICATE OF SERVICE

This is to certify that on the date specified below the undersigned caused to be served a true and correct copy of the foregoing *Motion for Order Approving Sale of Property Free and Clear of Liens, Claims and Encumbrances* and *Notice of Hearing on Motion for Order Approving Sale of Property Free and Clear of Liens, Claims and Encumbrances* via first class US mail or through the ECF System upon the parties on the attached Master Service List.

This 24th day of October, 2017.

/s/ Jonathan A. Akins
JONATHAN A. AKINS

SCHREEDER, WHEELER & FLINT, LLP
1100 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30309-4516
Telephone: (404) 681-3450

MASTER SERVICE LIST

Anne P. Caiola, Esq. Elizabeth B. Rose, Esq. – VIA ECF SLOTKIN & CAIOLA, LLC 118 E. Maple Street Decatur, GA 30030	AT&T PO BOX 105262 ATLANTA, GA 30348
BELLSOUTH TELECOMMUNICATIONS, INC. / AT&T SERVICES, INC. C/O KAREN CAUAGNARO ONE AT&T WAY, ROOM 3A104 BEDMINSTER, NJ 07921	C. Edward Dobbs, Esq. – VIA ECF James S. Rankin, Jr., Esq. – VIA ECF PARKER, HUDSON, RAINER & DOBBS LLP 303 Peachtree Street, NE Suite 3600 Atlanta, Georgia 30308
CITY OF SMYRNA UTILITIES PO BOX 116296 ATLANTA, GA 30368-6296	COBB COUNTY WATER SYSTEM PO BOX 580440 CHARLOTTE, NC 28258
CREDITORS ADJUSTMENT BUREAU 14226 VENTURA BLVD SHERMAN OAKS, CA 91423	David L. Bury, Jr. – VIA ECF STONE & BAXTER, LLP 577 Mulberry Street, Suite 800 Macon, GA 31201
D&G CONSTRUCTION MANAGEMENT, LLC 6400 POWERS FERRY ROAD, SUITE 350 ATLANTA, GA 30339	GEORGIA POWER COMPANY 96 ANNEX ATLANTA, GA 30396
GWINNETT COUNTY WATER RESOURCES PO BOX 530575 ATLANTA, GEORGIA 30353	HCL AMERICA, INC. P.O. BOX 5932 SHERMAN OAKS, CA 91413
INTERNAL REVENUE SERVICE PO BOX 7346 PHILADELPHIA, PA 19101-7346	New South Commercial Properties, Inc. c/o James B McClung Carol Clark Law 6075 Lake Forrest Drive, Suite 200 Atlanta, Georgia 30328

<p>Kenneth W. Stroud, Esq. – VIA ECF MAHAFFEY PICKENS TUCKER, LLP 1550 North Brown Road Suite 125 Lawrenceville, GA 30043</p>	<p>KIDS FIRST PEDIATRIC ALLIANCE 5500 INTERSTATE NORTH PARKWAY SUITE #200 ATLANTA, GEORGIA 30328</p>
<p>LECRAW ENGINEERING 3475 CORPORATE WAY SUITE A DULUTH, GEORGIA 30096</p>	<p>Michael E. Demont Whitney K. McGuire SMITH HULSEY & BUSEY 225 Water Street, Suite 1800 Jacksonville, FL 32202</p>
<p>NILHAN FINANCIAL 5100 PEACHTREE INDUSTRIAL BLVD NORCROSS, GA 30071</p>	<p>NILOY, INC. 5100 PEACHTREE INDUSTRIAL BLVD NORCROSS, GA 30071-5721</p>
<p>NORCROSS HOSPITALITY 5100 PEACHTREE INDUSTRIAL BLVD NORCROSS, GA 30071</p>	<p>PHOENIX ELEVATOR SERVICE 591 THORNTON ROAD, SUITE S LITHIA SPRINGS, GA 30122-1546</p>
<p>REPUBLIC SERVICES, INC. (DE CORP.) 18500 NORTH ALLIED WAY PHOENIX, AZ 85054</p>	<p>SECRETARY OF TREASURY 15TH & PENNSYLVANIA AVENUE, NW WASHINGTON, DC 20200</p>
<p>SERVICE MASTER PO Box 670053 MARIETTA, GA 30066</p>	<p>Thomas W. Dworschak OFFICE OF THE U.S. TRUSTEE Suite 362 Richard Russell Building 75 Ted Turner Drive, SW Atlanta, Georgia 30303</p>
<p>U.S. ATTORNEY 600 RICHARD B. RUSSELL BLDG. 75 TED TURNER DRIVE, SW ATLANTA, GA 30303</p>	<p>U.S. SECURITIES & EXCHANGE COMMISSION OFFICE OF REORGANIZATION SUITE 900 950 EAST PACES FERRY ROAD, NE ATLANTA, GA 30326-1382</p>
<p>SHAYNA M. STEINFELD – VIA ECF STEINFELD & STEINFELD, P.C. P.O. BOX 49446 ATLANTA, GEORGIA 30359</p>	<p>CLAY M. TOWNSEND MORGAN & MORGAN PA 20 N. ORANGE AVE, SUITE 1500 ORLANDO, FL 32801</p>

HEATHER D. BROWN – VIA ECF BROWN LAW, LLC 138 BULLOCH AVENUE ROSWELL, GA 30075	SIMBA GLOBAL PTY LTD. 189-311 BAYWATER ROAD BAYSWATER NORTH, VICTORIA AUSTRALIA 315323
JOHN F. ISBELL – VIA ECF THOMPSON HINE LLP TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 1600 ATLANTA, GEORGIA 30326	New South Commercial Properties, Inc. Reg. Agent: Chuck Sechler 750 Hammond Drive, Building 16, Suite 350 Atlanta, Georgia 30328
Walter E. Jones – Via ECF Balch & Bingham, LLP 30 Ivan Allen Jr., Blvd Suite 700 Atlanta, GA 30308	Mark S. Marani – Via ECF Cohen Pollock Merlin & Small, PC 3350 Riverwood Parkway Suite 1600 Atlanta, Georgia 30339
Michael B. Weinstein MBW Law, LLC 949 Image Avenue -Suite B Atlanta, GA 30318	Michael Robl – Via ECF Robl Law Group, LLC 3754 Lavista Road, Ste 250 Tucker, GA 30084