

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ROME DIVISION**

IN RE:)	CHAPTER 11
)	
BEAULIEU GROUP, LLC, et al.,)	Jointly Administered Under
)	CASE NO. 17-41677-mgd
Debtors.)	
)	

**MOTION FOR AUTHORITY TO SELL ASSETS FREE AND CLEAR OF LIENS,
CLAIMS, AND ENCUMBRANCES
(CHATWORTH PROPERTY)**

COME NOW the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”),¹ in the above-styled jointly administered case (the “**Case**”), by and through the undersigned counsel, and hereby seek authority pursuant to Sections 105(a), 363(b), (f) and (m) of Title 11, United States Code (the “**Bankruptcy Code**”), and Rules 2002(a)(2), 6004, 9006 and 9007, of the FEDERAL RULES OF BANKRUPTCY PROCEDURE (the “**Bankruptcy Rules**”) and seeks the entry of an order authorizing the Debtors to sell certain assets of the estate (as more particularly described below), free and clear of all liens, claims, interests and encumbrances, to CW Property Group, LLC (the “**Buyer**”), on the terms described below. In support of this Motion, the Debtors represent as follows:

Introduction

1. On July 16, 2017 (the “**Petition Date**”), the Debtors filed voluntary petitions with the United States Bankruptcy Court for the Northern District of Georgia, Rome Division (the “**Court**”) under Chapter 11 of the Bankruptcy Code. The Debtors are authorized to operate their business as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

¹ The Debtors in these cases along with the last four digits of their federal tax identification number are: Beaulieu Group, LLC (2636), Beaulieu Trucking, LLC (0383) and Beaulieu of America, Inc. (9706).

2. No trustee or examiner has been appointed in this Case. No request has been made for the appointment of a trustee or examiner. An Official Committee of Unsecured Creditors (the “**Committee**”) was appointed on July 21, 2017.

3. On or about November 6, 2017, the Debtors sold substantially all of their operating assets pursuant to an order of the Court entered on November 1, 2017.

4. Following the sale of its operating assets, the Debtors retained ownership of a few parcels of real property and some equipment and machinery. Pursuant to this Motion, the Debtors seek to sell a portion of their remaining assets.

Jurisdiction and Venue

5. This Court has jurisdiction of this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (N) and (O). Venue of the Debtors’ Chapter 11 case and this Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are Sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9006 and 9007.

Proposed Sale of Property

6. The Debtors wish to sell a certain parcel of real property located in Chatsworth, Georgia consisting of approximately 11.869 acres together with a 92,655 square foot building located thereon (the “**Property**”), as more fully described in the Agreement (defined below) and attachments thereto, to the Buyer for the aggregate purchase price of One Million Dollars (\$1,000,000.00), less an estimated amount for 2018 property taxes, pursuant to the terms of that certain Agreement for Purchase and Sale of Real Property, dated as of February 12, 2018 (the “**Agreement**”), a copy of which is attached hereto as Exhibit A.

7. The Property shall be sold “AS IS, WHERE IS.” The Purchase either has or will provide the Debtors with an earnest money deposit in the amount of Fifty Thousand Dollars (\$50,000.00) to be held in escrow by the Debtors’ bankruptcy counsel pending the closing of the sale. Debtors also seek authorization to take such action and to execute and deliver any warranty deeds, bills of sale, and other documents, agreements and instruments that may be necessary or advisable to effectuate the terms of the sale described herein.

8. The Debtors propose to sell the Property to Buyer free and clear of any and all liens, claims, interests and encumbrances under the terms and conditions set forth in the Agreement, with any valid, perfected and enforceable liens to attach to the net proceeds generated from the sale of the Property.

9. The Property has been extensively marketed and the Debtors believe the purchase price offered for the Property as set forth in the Agreement reflects the highest and best price that could realistically be obtained for the Property within the foreseeable future. The Committee has indicated to the Debtors that the Committee supports the proposed sale under the terms and conditions described herein and in the Agreement.

10. The sale of the Property as proposed herein is reasonable and proper under Section 363 of the Bankruptcy Code and is in the best interests of the Debtors, their creditors and the estates. Additionally, the Debtors have exercised their sound business judgment in proposing the sale of the Property. Accordingly, ample cause exists for the proposed sale of the Property to the Buyer.

Good Faith Purchaser Designation

11. The Debtors further requests that the Court designate Buyer as a good faith purchaser for purposes of Section 363(m) of the Bankruptcy Code. Such designation can be made

by a Bankruptcy Court in the context of a sale of assets of a debtor when it has been established that the proposed purchaser is an unrelated third party, not affiliated with or having any insider relationship with the debtor, and when the proposed transaction is for fair value and is the result of arm's length negotiations between the parties. *See In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143 (3d Cir. 1986).

12. With respect to the proposed transaction, the Debtors submit that the Buyer meets the qualifications for designation as a good faith purchaser in that the Buyer is an unrelated third party without any insider relationship with the Debtors or their representatives and has negotiated in good faith and at arm's length with the Debtors. Moreover, both the Debtors and the Committee believe the proposed transaction is for fair value.

Best Interests of the Debtors' Estates and Creditors

13. The Debtors believe that the sale of the Property under the terms and conditions of the Agreement is in the best interests of the Debtors' estates and creditors. As noted above, the Debtors have marketed the Property to various potential purchasers and believe that the proposed purchase price is fair and is likely to be the highest and best offer that the Debtors could reasonably obtain for the Property within the foreseeable future.

14. Section 363(b) of the Bankruptcy Code provides that a debtor, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b). Under the prevailing case law, a sale under Section 363(b) requires that the Court "expressly find from the evidence presented.... a good business reason" to approve the sale. *Comm. of Equity Sec. Holders v. Lionel Corp (In re Lionel Corp.)*, 722 F.3d 1063, 1071 (2d Cir. 1983). *Accord Stephens Indus., Inc. v. McClung*, 789 F.2d 386, 389-90 (6th Cir. 1986); *In re Diplomat Constr.*, 481 B.R. 215, 218-19 (Bankr. N.D. Ga. 2012).

15. The Debtors submit that a good business reason exists for the sale and that the approval of the sale of the Property is proper under the standard articulated under *Lionel*. The Debtors no longer have any business operations and have no need for any of the Property.

16. The only entities known to assert liens in the Property are CT Lender, LLC and Cygnets, LLC. Each of these entities have consented to the sale of the Property under the terms of the Agreement provided that their liens attach to the net proceeds received by the Debtor in the same extent, validity and priority as exists in the Property.

17. Debtors believe that any other entity that might assert a security interest in the Property has been provided with adequate protection of such security interest in previous orders of this Court. To the extent that any such security interest may exist that is not adequately protected, however, the Debtors submit that they still should be authorized to sell the Property free and clear. Section 363(f) of the Bankruptcy Code provides, in pertinent part as follows:

(f) The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if –

(2) such entity consents; or

* * *

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f)(2), (5).

18. The Debtors believe that any other entities that may assert a security interest in the Property would consent to its sale provided that its security interest attach to the net sale proceeds received by the Debtors in the same priority, amount and validity as such security interest would have existed in the Property prior to its sale. Accordingly, the Debtors request that any such security interest that exists in the Property attach to the net sale proceeds received by the Debtor.

Moreover, the Debtors also believe that any such entity could be compelled to accept a money satisfaction of its interests in the Property.

19. In addition, Section 105(a) of the Bankruptcy Code authorizes the Court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). The purpose of Section 105(a) is to insure a Bankruptcy Court’s power to take whatever action “is appropriate or necessary in aid of the exercise of its jurisdiction.” 2 *Collier on Bankruptcy*, 105.02, at 105-2 (16th ed. 2015). Thus, this Court may exercise its equitable powers to grant the relief requested in this Motion.

Waiver of 14-Day Stay on Closing

20. Bankruptcy Rule 6004(h) provides that an order authorizing the use, sale, or lease of property will be stayed for fourteen days after entry of such approval order unless the court orders otherwise. Because of the parties wish to close the transactions contemplated herein as promptly as possible, the Debtors request that the Court order and direct that the order approving this Motion shall not be automatically stayed for fourteen days.

Notice

21. The Debtors’ attorney proposes to serve notice of this Motion on the Office of the United States Trustee and all parties identified on the Master Service List maintained in this case.

22. Bankruptcy Rule 6004 provides, in pertinent part, as follows:

- (a) Notice of Proposed Use, Sale, or Lease of Property. Notice of a proposed use, sale, or lease of property, other than cash collateral, not in the ordinary course of business shall be given pursuant to Rule 2002(a)(2), (c)(1), (i), and (k)....

FED.R.BANKR.P. 6004.

23. Bankruptcy Rule 9007 provides, in pertinent part as follows:

When notice is to be given under these rules, the court shall

designate, if not otherwise specified herein, the time within which, the entities to whom, and the form and manner in which the notices shall be given.

FED.R.BANKR.P. 9007.

24. The Debtors contend that such notice comports with Bankruptcy Rules 2002(a)(2), 6004, and 9007, constitutes good and sufficient notice of the relief sought herein, and of all hearings contemplated hereby. Accordingly, the Debtors also seek the Court's authorization to limit notice accordingly.

WHEREFORE, the Debtors respectfully request that the Court grant this Motion and enter an order providing relief as requested hereinabove, and granting such other and further relief as may be just and proper.

This 12th day of February, 2018

One Riverside
4401 Northside Parkway
Atlanta, GA 30327
T: (404) 893-3880
F: (404) 893-3886
E: rwilliamson@swlawfirm.com
hkepner@swlawfirm.com

Respectfully submitted,

SCROGGINS & WILLIAMSON, P.C.

/s/ J. Hayden Kepner, Jr.
J. ROBERT WILLIAMSON
Georgia Bar No. 765214
J. HAYDEN KEPNER, JR.
Georgia Bar No. 416616

Counsel for the Debtors

EXHIBIT "A"

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

EXHIBIT "A"

This Agreement for the Purchase and Sale of Real Property (the "**Agreement**") is made and entered into as of this [____] day of February, 2018, by and between CW Property Group, LLC, a Georgia limited liability company, or its permitted assigns (the "**Buyer**"), on the one hand, and Beaulieu Group, LLC, a Georgia limited liability company (the "**Seller**"), on the other hand, Debtor and Debtor in Possession under Case No. 17-41677-mgd, jointly administered (the "**Case**") in the United States Bankruptcy Court for the Northern District of Georgia, Rome Division (the "**Bankruptcy Court**") filed on July 16, 2017 under Chapter 11 of Title 11, U.S.C., *et seq.* (the "**Bankruptcy Code**").

RECITALS

- A. Seller owns and operates improved real property located in Chatsworth, Murray County, Georgia, which property is identified with particularity in Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**").
- B. Seller wishes to sell the Property to Buyer at the price and on the other terms and conditions specified in detail below, and Buyer wishes to so purchase and acquire the Property from Seller.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Agreement to Sell.** For and in consideration of the mutual promises contained herein and for other good and valuable consideration, the Seller hereby agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller, upon the provisions, terms and conditions expressed herein, the Property, together with all buildings and improvements thereon. The Property shall include all right, title and interest the Seller has, if any, in and to (a) any land lying in the bed of any street, road, highway, or avenue abutting the Property, and (b) all right, title and interest the Seller has, if any, in and to any award or payment made or to be made with respect to the Property.
2. **Purchase Price/Earnest Money.** The purchase price for the Property (the "**Purchase Price**") shall be One Million (\$1,000,000.00) Dollars, subject to adjustment in accordance with the terms hereof, to be paid in cash at the Closing (as hereinafter defined). Contemporaneously with the execution of this Agreement the Buyer has placed in escrow with the McCurry Law Firm Trust Account an earnest money deposit in the amount of \$50,000.00 (the "**Deposit**"), which shall be applied to the Purchase Price at Closing. In the event the sale of the Property shall fail to close due to the default of the Buyer, the Seller shall be permitted to retain the Deposit, in addition to any other remedies at law or in equity. In the event that closing does not occur due to the failure of approval of the Bankruptcy County, or any other reasons caused by or attributed to any act or omission of Seller, the Deposit shall be returned to Buyer.
3. **Examination of Title.** The Buyer shall examine the title of the Property and shall furnish to the Seller, no more than seven (7) business days following the entry of an order by the Bankruptcy Court approving the sale, a written statement of any title objection affecting the marketability of the title of the Property, and if the Seller shall fail to satisfy such objections or any of them on or before the Closing Date, the Buyer may elect to close irrespective of such title objection(s) without reduction of the Purchase Price but having the right to satisfy any objection of a liquidated amount out of funds otherwise payable to the Seller at the Closing, or may terminate this Agreement. It shall be Seller's obligation to file the motion for leave to sell the Property with the Bankruptcy Court.

Irrespective of any other provision of this Paragraph 3, the Seller shall be entitled to a reasonable adjournment of the Closing in order to cure any title defect, but, except for satisfaction of objections of a liquidated amount, the Seller shall be under no obligation to cure any title defects.

4. **Representations and Warranties of the Seller.** The Seller represents and warrants that the following statements made with respect to the Property are true and correct:

- (a) Seller has fee simple title to the Property, subject to all matters of record.
- (b) Seller has received no notice of any claim, action or proceeding, by any organization, person, individual or governmental agency which would affect the use, occupancy or value of the Property or any part thereof.
- (c) Seller has no actual knowledge, nor has the Seller received any notice of, any material violation of law, municipal ordinances or other legal requirements in respect of the Property from any governmental body having jurisdiction. The Seller shall give the Buyer full access to the officers of the Seller to make any inquiries necessary to ascertain the truth of this warranty.

5. **Buyer's Representations, Warranties and Covenant.** In order to induce the Seller to enter into this Agreement, the Buyer represents, warrants and covenants that the execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon the Buyer and the signatories hereto.

6. **Inspections.** Buyer acknowledges that this Agreement shall not be subject to any inspection period, and at Closing, Buyer will be accepting title to the Property "As-Is, Where-Is." EXCEPT AS EXPRESSLY SET FORTH HEREIN, IT IS UNDERSTOOD AND AGREED THAT SELLER IS SELLING THE PROPERTY AS IS WHERE IS AND SELLER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OR ACCESS, INGRESS OR EGRESS, PROPERTY VALUE, OPERATING HISTORY, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY.

7. **Risk of Loss.** During the pendency of this Agreement, all risk of loss or damage to the Property, including but not limited to loss by fire, windstorm or other casualty, shall rest with the Seller. If prior to the Closing a material portion of the Property is damaged as a result of fire or other casualty, the Buyer shall have the option to (a) accept title to the Property without any abatement of the Purchase Price whatsoever, in which event, at the Closing, any insurance proceeds payable to the Seller shall be assigned by the Seller to the Buyer, and any moneys theretofore received by the Seller in connection with such fire or other casualty shall be paid over to the Buyer, or (b) cancel this Agreement, whereupon no party hereto shall have any further liability or obligation to the other hereunder.

8. **Eminent Domain.** If prior to the Closing all or any material part of the Property shall be taken by condemnation or eminent domain or proceeding initiated to take or condemn the Property or any part of it, the Buyer shall have the option to (a) accept title to the Property without any abatement of the Purchase

Price whatsoever, in which event, at the Closing, any condemnation award payable to the Seller shall be assigned by the Seller to the Buyer, and any moneys theretofore received by the Seller in connection with such condemnation shall be paid over to the Buyer, or (b) cancel this Agreement, whereupon no party hereto shall have any further liability or obligation to the other hereunder.

9. **Conditions to Closing.** The parties' obligations under this Agreement shall be expressly conditioned upon and subject to entry of a final order (the "**Sale Order**") by the Bankruptcy Court in the Case approving this Agreement and the transactions contemplated hereunder ("**Bankruptcy Approval**"). Following the execution of this Agreement by both parties hereto, Seller shall promptly file a motion in the Case seeking approval of the Bankruptcy Court of the sale of the Property free and clear of all liens, claims and encumbrances, including any brokerage fees and commissions arising out of or related to the sale of the Property.

10. **Closing.** The closing (the "**Closing**") shall take place at the offices of Scroggins & Williamson, P.C. in 4401 Northside Parkway, Suite 450, Atlanta, GA 30327 at 10:00 o'clock a. m. on such date as shall be mutually agreed to between the parties, no later than ten (10) days following entry of the Sale Order, not to be later than February 28, 2018 unless extended by mutual agreement of the parties. The date on which the Closing shall take place is referred to herein as the "Closing Date."

11. **Adjustments and Closing Costs.** The following items shall be prorated between the parties as of the Closing with the Buyer being liable for all amounts listed below prepaid for any date after the Closing and the Seller being liable for any such amount due and owing for any date up to and including the Closing:

- (a) Water, sewer and utility charges; and
- (b) Insurance premiums for any policies transferred to the Buyer.

All recording costs shall be the responsibility of Seller, but Seller shall not be responsible for the premium for the owner's title insurance policy or for Buyer's attorneys' fees. All taxes, real and personal, assessed against the Property, including ad valorem taxes for 2018, as calculated on the estimation of 2017 taxes for the Property, shall be the responsibility of Buyer, provided that the Purchase Price shall be reduced by that amount of 2017 taxes for the Property.

12. **Documents.** At the Closing, Seller shall deliver to the Buyer the following documents:

- (a) A Limited Warranty Deed conveying the Property to the Buyer, which deed shall be duly executed and acknowledged and in proper form for recording and shall be in a form reasonably acceptable to Buyer. The Seller shall convey to the Buyer fee simple title to the Property subject to those matters of record accepted by the Buyer pursuant to the terms of paragraph 3, hereinabove, and free and clear of the claims of any creditor of the Seller. The Property shall be transferred to the Buyer "AS IS, WHERE IS."
- (b) Such other documents (including, but not limited to, an owner's affidavit) reasonably required by the Buyer's attorney or by the Buyer's Title Insurance Company in order to insure title to the Property subject only to those encumbrances set out in subparagraph (a), above.

13. **Notices.** All notices required to be given, or given, pursuant to this Agreement shall be deemed to have been delivered to the party to whom directed when delivered to such party either in person, or by certified or registered United States mail, postage paid, return receipt requested, as follows:

TO THE SELLER:

1502 Coronet Drive
P.O. Box 1248
Dalton, GA 30722
Attention: Peter Richter

With a copy to:

J. Robert Williamson
Scroggins & Williamson, P.C.
4401 Northside Parkway
Suite 450
Atlanta, GA 30327

TO THE BUYER:

~~Coker Locations, LLC~~ CW Property Group LLC
1908 Villa Way
Dalton, GA 30720

With a copy to:

Robert G. McCurry
The McCurry Law Firm, LLC
402 N. Selvidge Street
P.O. Box 6188
Dalton, GA 30722

14. **Commission.** The Seller and the Buyer each warrant and represent to the other that no broker commission will be due upon Closing.

15. **Default.** If the purchase and sale hereunder is not closed by reason of the Seller's refusal or inability to perform the Seller's obligations hereunder (except as otherwise provided herein), or because any warranty or representation made herein by the Seller proves untrue in any material respect and is not waived by the Buyer, or if any willful act of the Seller shall prevent the closing of the transaction contemplated hereby, then the Buyer shall be entitled to pursue all remedies at law or in equity arising from such default. If the purchase and sale hereunder does not close by reason of the Buyer's refusal or inability to perform the Buyer's obligations hereunder or violating a warranty, then the Seller shall be entitled to pursue all remedies at law or in equity arising from such default.

16. **Modification and Termination.** This Agreement cannot be changed or terminated orally or in any manner other than by a written agreement executed by the parties hereto.

17. **Assignment.** The Buyer shall have the right to assign all or any part of its right, title and interest under this Agreement to any entity; provided, however, that the Buyer shall remain obligated for the discharge of all obligations under the Agreement and the instruments attached to it as exhibits.

18. **Binding Effect.** The provisions of this Agreement shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns.

19. **Construction.** Irrespective of the place of execution or performance, this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, and that all conveyances shall be in accordance with the laws of the State of Georgia. Proper venue for the resolution of any disputes arising under the terms of this Agreement shall be the United States Bankruptcy Court for the Northern

District of Georgia, Rome Division. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken or otherwise eliminated, whether or not any other words or phrases have been added, this Agreement shall be construed as if the words or phrases so stricken or eliminated were never included in this Agreement, and no implication or inference shall be drawn from the fact that said words or phrases were so stricken or otherwise eliminated. All terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

20. **Further Assurances.** The Seller shall, at or after the Closing, and without further consideration, but at no expense to the Seller, execute, acknowledge and deliver to the Buyer such other documents and instruments, and take such other actions, as the Buyer shall reasonably request which are necessary to transfer more effectively to the Buyer the Property in accordance with this Agreement.

21. **Merger of Prior Agreements and Representations.** Except as specifically set out to the contrary herein, this Agreement constitutes the entire agreement between the parties hereto with respect to the Property, and it is understood and agreed that all undertakings and agreements heretofore made between the Buyer and the Seller with respect to the Property are merged herein. No representation, promise or inducement not included herein shall be binding upon any party hereto.

22. **Time of Essence.** Time is of the essence with respect to all dates, times, and periods of time in this Agreement.

23. **Counterpart Execution.** This Agreement may be executed in multiple counterparts, with the parties signing separate signature pages. It is the intention of the parties that these separately-signed counterparts be read as a single, complete Agreement.

24. **Benefits and Burdens.** The burdens and benefits of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the Sale of Real Property as of the day and year first above written.

Buyer: CW PROPERTY GROUP, LLC

By: Randall Coker
Name Randall COKER
Its: manager

Seller: BEAULIEU GROUP, LLC

By: _____
Name: Peter Richter
Its: Chief Restructuring Officer

EXHIBIT "A"

Legal Description

TRACT I

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 188 of the 9th District and 3rd Section of Murray County, Georgia, together with improvements thereon, and being more particularly described by a plat of survey prepared by N. B. DeLoach, Georgia Registered Land Surveyor No. 1347, dated September 9, 1992, revised October 26, 1992, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the east right-of-way line of Georgia Highway No. 225 (80 foot right-of-way) said point being located in a southerly direction, as measured along said east right-of-way line, a distance of 616 feet from the intersection of said east right-of-way line and the south right-of-way line of Georgia Highway 52; thence running N 90° E a distance of 780.50 feet to an iron pin; thence running S 01° 11' W a distance of 419.39 feet to an iron pin; running thence N 88° 48' W along the south line of a 40 foot easement, a distance of 784.89 feet to an iron pin located in the east right-of-way line of Georgia Highway No. 225; thence running N 01° 49' E, along said east right-of-way line, a distance of 403.09 feet to an iron pin, which is the POINT OF BEGINNING.

TRACT II

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 188 of the 9th District and 3rd Section of Murray County, Georgia, according to a plat of survey prepared for Grass More, Inc. by N.B. DeLoach, Georgia Registered Land Surveyor No. 1347, dated September 9, 1992, revised October 26, 1992, and being more particularly described as follows:

BEGINNING at an iron pin at the point of intersection of the east right-of-way line of Georgia Highway 225 (80 foot right-of-way) and the south right of-way line of Georgia Highway 52 (80 foot right-of-way); thence running N 90° 00' E along the south right-of-way line of Georgia Highway 52, a distance of 315 feet to an iron pin; thence S 02° 37' W, a distance of 616 feet to an iron pin; thence S 90° 00' W, a distance of 315 feet to an iron pin on the east right-of-way of Georgia Highway 225; and thence N 02° 37' E along the east right-of-way line of Georgia Highway 225, a distance of 616 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Order and Judgment showing Department of Transportation VS. 0.008 acres of land; and Beaulieu Group, LLC; BankAmerica Business Credit, Inc.; Bank of America, NA; and Murray County Tax Commissioner, individually, filed for record March 29, 2010 and recorded in [Deed Book 716, Page 638](#), Murray County, Georgia records.

CERTIFICATE OF SERVICE

This is to certify that on this date I served a true and correct copy of the attached **Motion for Authority to Sell Assets Free and Clear of Liens, Claims, and Encumbrances (Chatworth Property)** by causing same to be deposited in the United States Mail with adequate postage affixed thereon and addressed to the following persons:

Office of the United States Trustee
362 Richard B. Russell Federal Building
75 Ted Turner Drive, S. W.
Atlanta, Georgia 30303

This 12th day of February, 2018

Respectfully submitted,

SCROGGINS & WILLIAMSON, P.C.

One Riverside
4401 Northside Parkway
Suite 450
Atlanta, GA 30327
T: (404) 893-3880
F: (404) 893-3886
E: rwilliamson@swlawfirm.com
hkepner@swlawfirm.com

/s/ J. Hayden Kepner, Jr.
J. ROBERT WILLIAMSON
Georgia Bar No. 765214
J. HAYDEN KEPNER, JR.
Georgia Bar No. 416616

Counsel for the Debtors