

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
Richmond Division**

**In re: DAVID CARL SAPPINGTON
PATRICIA ANN SAPPINGTON
Debtors.**

**Case No. 15-30581-KRH
Chapter 11**

**MOTION TO APPROVE SALE OF
TEXAS PROPERTY BY PRIVATE SALE**

COME NOW David Carl Sappington and Patricia Ann Sappington (the "Debtors"), by counsel, and file this motion for entry of an order approving the sale of 5.39 acres of real property commonly known as 405 Hana Lane, Lancaster, Texas, free and clear of all liens, claims, encumbrances and interests, with such liens, claims, encumbrances, and interests to attach to the proceeds of such sale (the "Motion"), and in support thereof respectfully represents as follows:

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157(b)(2) & 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(N). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 & 1409.

2. On February 6, 2015 (the "Petition Date"), the Debtors filed a voluntary petition in this Court for relief under chapter 11 of the Bankruptcy Code.

3. The Debtors continue to manage their affairs and are in possession of their property as debtors-in-possession pursuant to Bankruptcy Code § 1107 and 1108. No trustee, examiner, or committees have been appointed or designated in this case.

4. As of the Petition Date, the bankruptcy estate of Patricia Ann Sappington and Pamela Carr (Mrs. Sappington's sister) (collectively the "Sellers"), jointly owned as tenants in

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common an unimproved parcel of real property commonly known as 405 Hana Lane, Lancaster, Texas consisting of 5.39 acres of farm land (the "Texas Property").

5. Since the Petition Date, the Sellers have continued efforts to market and liquidate the Texas Property.

6. On May 14, 2015, the Court entered an order (doc. # 41) approving Seller's Motion to sell the Texas Property for \$650,000. On September 11, 2015, the prospective purchasers gave notice they were terminating the contract because they found the Texas Property unsuitable for their intended purposes.

7. By Order (doc. # 91) entered June 21, 2016, the Court approved the *Disclosure Statement*, dated March 8, 2016 (doc. # 65) and confirmed the *Plan of Reorganization*, dated March 8, 2016 (doc. # 64) (the "Plan").

8. The Plan proposed, among other things, to sell the Texas Property by traditional listing or public auction, *see* Plan ¶ 4.03;¹ retained jurisdiction of this Court over the Property, *see*

¹ Paragraph 4.03 of the Plan provides in its entirety:

4.03 Class 3 – General Unsecured Claims. Class 3 consists of allowed unsecured claims not in another class.

Debtors own two pieces of unimproved and unencumbered real property

Texas Property: 5.39 acres of unimproved real property commonly known as 405 Hana Lane, Lancaster, Texas, co-owned by Mrs. Sappington and her sister (estimated total value of the property is \$650,000.00, of which Mrs. Sappington's 50% interest would be worth \$325,000.00)

Virginia Property: 9.40 acres of unimproved real property commonly known as 3065 Par Three Place, Louisa, Virginia solely owned by the Debtors (estimated total value of the property is \$100,000.00).

Debtors will retain a real estate broker/auctioneer to sell the two properties with Bankruptcy Court supervision. The Debtors will sell the properties by traditional listing or public auction to occur no later than one (1) year from the Confirmation Date. Unless otherwise agreed upon by the holder of a Class 3 claim and the Debtor(s), each holder of a Class 3 claim shall receive a Pro Rata distribution from the net sale proceeds of the properties up to the full amount of the Class 3 claim. If all Class 3 claims are paid in full prior to the sale of one or both of the properties, the Debtors may elect to not sell such properties. If net sale proceeds remain after payment of all Class 3 claims in full, the Debtors may, but are not required to, use such funds to prepay claims in other Classes.

Plan ¶ 7.05; and retained jurisdiction of this Court to enforce the provisions, purposes and intent of the Plan, *see* Plan ¶ 10.01.

9. By Order (doc. # 98) entered August 1, 2016, the Court granted Seller's application to employ DFW Trinity Advisors LLC (trading as SVN – Trinity Advisors) as real estate agent/auctioneer to assist in selling the Texas Property, approved the *Commercial Real Estate Listing Agreement* (the "Listing Agreement") and ordered that DFW Trinity Advisors LLC may be compensated as set forth in the Listing Agreement without further order of the Court.

10. It appears that DFW Trinity Advisors LLC (a member of Sperry Van Ness Commercial Real Estate Advisors) is using Motley's Auctions, Inc. (also a member of Sperry Van Ness Commercial Real Estate Advisors) to assist in the sale of the Texas Property.²

11. The Sellers have entered into a *Commercial Contract – Unimproved Property* with "Vino Patel & Company & or Assigns" (the "Purchaser"), undated, (the "Contract"). A true and accurate copy of the Contract is attached as Exhibit 1. Although the Contract did not contain a legal description of the Texas Property, the legal description from a prior title commitment is attached hereto as Exhibit 2.

12. The Contract calls for the sale of the Texas Property to Purchaser for a total purchase price of Five Hundred Thousand Dollars \$500,000 (the "Purchase Price").³ The Buyer has 120 days to conduct its due diligence.⁴ *See* Contract ¶ 7(B). Upon information and belief, the

The Debtors shall have the option to prepay some or all of the Class 3 claims without prepayment penalty.

Class 3 is impaired.

Plan ¶ 4.03 at 4.

² The Contract does not list Motley's Auctions, Inc. as a cooperating broker.

³ Purchaser originally offered \$400,000. Through a series of counter-offers, the offer was raised to \$500,000.

⁴ Tim Dudley (Vice President at Motley's Auctions, Inc.) believes the Purchase Price in the Contract (which may be contingent on Purchaser rezoning the Texas Property) is likely a higher price than what would be received if the property were sold at auction with its current zoning. Therefore, it is worth giving the Purchaser a 120 day feasibility period to get the property rezoned, which will result in a higher price than what would be obtained at auction.

Buyer, at its expense, will seek to have the property rezoned for apartment/senior living. *See Letter of Intent* from Buyer to Seller, dated February 20, 2017.

13. According to a prior title commitment, the Texas Property is not encumbered with any liens except for several Privileged Liens in favor of the City of Lancaster, Texas which at the time totalled approximately \$4,294.67 for maintenance of the Property.

14. The Purchase Price is an amount sufficient to satisfy all liens against the Property, and the co-owner (Ms. Carr) consents to the sale of this Property.

WHEREFORE, the Debtors pray that this Court enter an Order: (a) finding that the contemplated transfer of the Texas Property is in furtherance of, and in connection with, the *Plan of Reorganization*, and thus is exempt from recording tax under 11 U.S.C. § 1146(a); (b) granting the Motion; (c) approving the sale of the Texas Property, in accordance with the terms of the *Plan of Reorganization*, dated March 8, 2016 (doc. # 64), the [*Confirmation*] Order entered June 21, 2016 (doc. # 91) (confirming the Plan of Reorganization), and the *Commercial Contract – Unimproved Property*; (d) authorizing the bankruptcy estate to sell the Texas Property free and clear of all liens, claims, encumbrances and interest, with any such liens, claims, encumbrances and interest attaching to the proceeds of such sale; (e) authorizing the Sellers to take all necessary actions to proceed to closing; (f) authorizing the Sellers to pay settlement costs and expenses (including broker's commission(s)) at closing from the sale proceeds; (g) authorizing the Sellers to execute all necessary documents and instruments to complete a sale of the Texas Property; (h) waiving the fourteen (14) day waiting period imposed by Federal Rule of Bankruptcy Procedure 6004(h), thereby allowing parties to proceed with the sale of the Texas Property immediately upon entry of the order; and (i) granting such further relief as the Court deems just and proper.

Respectfully submitted, this 31st day of March, 2017.

DAVID CARL SAPPINGTON
PATRICIA ANN SAPPINGTON
By Counsel

/s/ John C. Smith
Roy M. Terry, Jr., VSB No. 17764
John C. Smith, VSB No. 44556
SANDS ANDERSON PC
P.O. Box 1998
Richmond, Virginia 23218-1998
Telephone: 804.648.1636
Counsel for David and Patricia Sappington

CERTIFICATE OF SERVICE

I hereby certify that on the 31st day of March, 2017, a true copy of the foregoing Motion was delivered by electronic means and/or mailed first class mail, postage fully prepaid, to the parties listed on the attached service list.⁵

And I hereby certify that I have mailed the document by U.S. mail to the following non-filing users:

Pamela Carr
5253 FM 1434
Cleburne, TX 76033

/s/ John C. Smith

⁵ In accordance with Local Bankruptcy Rule 5005-1(C)(8), when service is made on more than 25 persons or parties, the service list is not attached to copies served on each of the persons or parties, but is attached to the original Certificate of Service filed with the Court.



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Patricia Ann Sappington / Pamela Carr

Address: _____
Phone: _____ E-mail: _____
Fax: _____ Other: _____

Buyer: Vino Patel & Company & or Assigns

Address: 1200 W Walnut Hill Ln #3300, Irving, TX 75038
Phone: (972)740-9808 E-mail: vino@mphpartners.com
Fax: _____ Other: _____

2. PROPERTY:

A. "Property" means that real property situated in Dallas County, Texas at 405 Hana Lane, Lancaster, TX (address) and that is legally described on the attached Exhibit "A" or as follows:

B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

*(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)*

3. SALES PRICE:

A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing \$ 500,000.00
(2) Sum of all financing described in Paragraph 4 \$ _____
(3) Sales price (sum of 3A(1) and 3A(2)) \$ 500,000.00

Commercial Contract - Unimproved Property concerning 405 Hana Lane, Lancaster, TX

B. Adjustment to Sales Price: (Check (1) or (2) only.)

(1) The sales price will not be adjusted based on a survey.

(2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ _____ per:

(i) square foot of total area net area.

(ii) acre of total area net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

(i) public roadways;

(ii) rights-of-way and easements other than those that directly provide utility services to the Property; and

(iii) _____

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

A. Third Party Financing: One or more third party loans in the total amount of \$ _____ . This contract:

(1) is not contingent upon Buyer obtaining third party financing.

(2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____ .

C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ _____ .

5. **EARNEST MONEY:**

A. Not later than 3 days after the effective date, Buyer must deposit \$ \$5,000.00 as earnest money with Commonwealth Title of Dallas (title company) at _____ (address) Matt Lawrence 469-249-9553 (broker). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:

(i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or

(ii) _____

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

Commercial Contract - Unimproved Property concerning 405 Hana Lane, Lancaster, TX

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

- (a) will not be amended or deleted from the title policy.
- (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.

(3) Within _____ days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 15 days after the effective date:

(1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.

(2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

(3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller _____ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

(1) Within 7 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies,

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Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____

B. Feasibility Period: Buyer may terminate this contract for any reason within 120 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

(1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

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(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within _____ days after the effective date, Seller will deliver to Buyer. *(Check all that apply.)*

- (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (d) copies property tax statements for the Property for the previous 2 calendar years;
- (e) plats of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- (g) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and

Commercial Contract - Unimproved Property concerning 405 Hana Lane, Lancaster, TX

(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. **Estoppel Certificates:** Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. **BROKERS:**

A. The brokers to this sale are:

Principal Broker: DFW Trinity Advisors, LLC dba SVN | Trinity Advisors
Agent: James Blake
Address: 3000 Race Street, Suite 100
Fort Worth, TX 76111
Phone & Fax: (817)288-5525
E-mail: james.blake@svn.com
License No.: 9004520

Cooperating Broker: _____
Agent: _____
Address: _____
Phone & Fax: _____
E-mail: _____
License No.: _____

Principal Broker: (Check only one box.)
 represents Seller only.
 represents Buyer only.
 is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. **Fees:** (Check only (1) or (2) below.)
(Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
 _____ % of the sales price.

Cooperating Broker a total cash fee of:
 _____ % of the sales price.

The cash fees will be paid in _____ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

Commercial Contract - Unimproved Property concerning 405 Hana Lane, Lancaster, TX

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

- (1) 30 days after the expiration of the feasibility period.
- _____ (specific date).

(2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) an assignment of all leases to or on the Property;
- (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
- (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
- (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

Commercial Contract - Unimproved Property concerning 405 Hana Lane, Lancaster, TX

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

A. Closing is subject to Buyer receiving building permit to build senior housing apartments. Seller will cooperate in Buyer's attempt to rezone the property to allow for senior housing apartments.

B. Seller to provide topographic boundary survey within 15 days of contract Survey to show all utilities on and around the site.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

Commercial Contract - Unimproved Property concerning 405 Hana Lane, Lancaster, TX

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
 enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any Independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.

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- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas.

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If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Financing Addendum (TAR-1931);
- (3) Commercial Property Condition Statement (TAR-1408);
- (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
- (5) Notice to Purchaser of Real Property in a Water District (MUD);
- (6) Addendum for Coastal Area Property (TAR-1915);
- (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
- (8) Information About Brokerage Services (TAR-2501); and
- (9) _____

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

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- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on March 17, 2017, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT your attorney BEFORE signing.**

Seller: Patricia Ann Sappington / Pamela Carr

Buyer: Vino Patel & Company & or Assigns

By: Patricia Sappington
 By (signature): PS
 Printed Name: Patricia Sappington
 Title: _____

By: Vino T. Patel
 By (signature): manajr
 Printed Name: _____
 Title: _____

By: Pamela Carr
 By (signature): Pamela Carr
 Printed Name: Pamela Carr
 Title: _____

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

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AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ _____, or
- _____ % of the sales price, or
- _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

^{Buyer's}
 Seller's attorney: Kim Lawrence Buyer's attorney: _____
 or Mangesh Patel

Address: m.patel@mphpartners.com Address: _____

Phone & Fax: 472-756-0438 Phone & Fax: _____

E-mail: m.patel@mphpartners.com E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day _____ (effective date);
- B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____

C/S/PC

TRACT 1:

BEING Lots 1 through 11, Block A and Lots 12 through 21, Block B of Muttick Addition No. 2, an Addition to the City of Lancaster, Dallas County, Texas, according to the Plat thereof recorded in Volume 330, Page 1126, Map Records of Dallas County, Texas.

SAVE AND EXCEPT THE FOLLOWING TWO PARCELS:

Parcel 1:

BEING a 993 square foot tract of land situated in the Valentine Wampler Survey Abstract No. 1546, City of Lancaster, Dallas County, Texas, and being part of Lot 12, Block B of Muttick Addition No. 2, an Addition to the County of Dallas as recorded in Volume 330, Page 1126 of the Deed Records of Dallas County, Texas, same being a tract of land described as "Tract Two" in Receiver's Deed to J. Harvey Lewis, Trustee, dated October 21, 1983 as recorded in Volume 83208, Page 5428 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8-inch found iron rod for an Easterly corner of said Muttick Addition No. 2;

THENCE South 07 degrees 22 minutes 24 seconds West, along the East line of said Muttick Addition No. 2, a distance of 30.40 feet to a 1/2-inch set iron rod with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with cap") for the POINT OF BEGINNING, said corner being the Northeast corner of said Block B and being on the North line of Muttick Lane, a 50-foot wide right-of-way as dedicated by said Muttick Addition No. 2;

THENCE South 07 degrees 22 minutes 24 seconds West, continuing along said East line, a distance of 77.98 feet to a 1/2-inch set iron rod with cap for corner at the intersection of said East line with the West right-of-way line of a proposed 60-foot wide street right-of-way;

THENCE North 11 degrees 37 minutes 47 seconds West, departing said East line and along said proposed West right-of-way line, a distance of 78.21 feet to a 1/2-inch set iron rod with cap for corner at the intersection of said proposed West right-of-way line with the South right-of-way line of said Muttick Lane;

THENCE North 88 degrees 22 minutes 24 seconds East, departing said proposed West right-of-way line and along said South right-of-way line, a distance of 25.79 feet to the POINT OF BEGINNING AND CONTAINING 993 square feet or 0.0228 acres of land, more or less.

Parcel 2:

BEING a 7,449 square foot tract of land situated in the Valentine Wampler Survey, Abstract No. 1546, City of Lancaster, Dallas County, Texas, and being part of Lot 11, Block A of Muttick Addition No. 2, an addition to the County of Dallas as recorded in Volume 330, Page 1126 of the Deed Records of Dallas County, Texas, same being a tract of land described as "Tract One" in Receiver's Deed to J. Harvey Lewis, Trustee, dated October 21, 1983 as recorded in Volume 83208, Page 5428 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8-inch found iron rod for an Easterly corner of said Muttick Addition No. 2;

THENCE North 01 degree 37 minutes 36 seconds West, along the East line of said Muttick Addition No. 2, a distance of 19.97 feet to a 5/8-inch found iron rod for the POINT OF BEGINNING, said corner being the Southeast corner of said Block A and being on the North right-of-way line of Muttick Lane, a 50-foot wide right-of-way as dedicated by said Muttick Addition No. 2;

THENCE South 88 degrees 22 minutes 24 seconds West, departing said East line and along said North right-of-way line, a distance of 39.36 feet to a 1/2-inch set iron rod with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with cap") for the intersection of said North right-of-way line with the West right-of-way line of a proposed 60-foot wide street right-of-way;

THENCE North 11 degrees 37 minutes 47 seconds West, departing said North right-of-way line and along said proposed West right-of-way line, a distance of 76.60 feet to a 1/2-inch set iron rod with cap for the point of curvature of a circular curve to the right, having a radius of 1,130.00 feet and whose chord bears North 09 degrees 52 minutes 20 seconds West, a distance of 69.31 feet;

THENCE Northwesterly, along said proposed West right-of-way line and along said circular curve to the right, through a central angle of 03 degrees 30 minutes 53 seconds and an arc length of 69.32 feet to a 1/2-inch set iron rod with cap for corner on the North line of said Muttick Addition No. 2;

THENCE North 88 degrees 22 minutes 24 seconds East, departing said proposed West right-of-way line and along said North line, a distance of 62.61 feet to 1/2-inch set iron rod with cap for the Northeast corner of said Muttick Addition No. 2;

THENCE South 01 degree 37 minutes 36 seconds East, along said East line, a distance of 144.03 feet to the POINT OF BEGINNING AND CONTAINING 7,449 square feet or 0.1710 acres of land, more or less.

TRACT 2:

That portion of Muttick Lane abandoned by City of Lancaster Ordinance No. 2004-08-23, filed 4/20/2005, recorded in Volume 2005077, Page 3792, Real Property Records of Dallas County, Texas.

TRACT 3:

That portion of Muttick Lane abandoned by City of Lancaster Ordinance No. 2005-05-11, filed 3/01/2006, recorded cc# 200600075314, Real Property Records of Dallas County, Texas.

Label Matrix for local noticing
0422-3
Case 15-30581-KRH
Eastern District of Virginia
Richmond
Fri Mar 31 13:24:29 EDT 2017

Amberleigh, LLC
c/o Spotts Pain PC
411 E. Franklin St.
Suite 600
Richmond, VA 23219-2200

Net.net
121 South 13th Street Suite 201
Lincoln, NE 68508-1922

Oracle America, Inc.
55 Second St., 17th Floor
San Francisco, CA 94105-3491

AllScripts
8529 Six Forks Road
Raleigh, NC 27615-2963

Amberleigh, LLC
Richard E. Collier
9415 Hull Street, Ste. 600
Richmond, VA 23236-1247

American Express
P.O. Box 650448
Dallas, TX 75265-0448

American Express Bank FSB
c/o Becket and Lee LLP
POB 3001
Malvern PA 19355-0701

American Express Bank, FSB
c/o Ian Richetti, Esq.
21 South 9th Street
Allentown, PA 18102-4861

American Express USAA
9800 Fredericksburg Road
San Antonio, TX 78288-0001

Anesthesia Associates Richmond
c/o Credit Adjustment Board
306 E. Grace Street
Richmond, VA 23219-1795

Bank Of America
P.O. Box 25118
Tampa, FL 33622-5118

Best Buy Credit Services
P.O. Box 183195
Columbus, OH 43218-3195

Brook Brothers
P.O. Box 965005
Orlando, FL 32896-5005

CSC Leasing Company
6806 Paragon Place, Ste. 170
Richmond, VA 23230-1829

Capital One
Capital One Bank
P.O. Box 71083
Charlotte, NC 28272-1083

Capital One Bank
P.O. Box 71083
Charlotte, NC 28272-1083

Capital One Bank
P.O. Box 71083
Charlotte, NC 28272-1083

Capital One Bank (USA), N.A.
PO Box 71083
Charlotte, NC 28272-1083

Carolina Club Members
P.O. Box 6685
Hilton Head Island, SC 29938-6685

Chase Records Center
Attn: Correspondence Mail
Mail Code LA4-5555
700 Kansas Lane
Monroe, LA 71203-4774

Childrens Book of the Month
c/o RJM Acquisitions LLC
575 Underhill Blvd #224
Syosset, NY 11791-3416

Citi Bank
P.O. Box 6077
Sioux Falls, SD 57117-6077

Commonwealth Commercial
Park Property Management
1821 Avon Street, #110
Charlottesville, VA 22902-8721

Commonwealth Dermatology, PC
c/o Credit Adjustment Board
306 E. Grace Street
Richmond, VA 23219-1795

Commonwealth of Virginia
Department of Taxation
PO BOX 2156
Richmond, VA 23218-2156

Coral Sands Annual Fee RCI
P.O. Box 60822
Charlotte, NC 28260-0822

County of Henrico
P.O. Box 3369
Henrico, VA 23228-9769

Discover
P.O. Box 6103
Carol Streams, IL 60197-6103

Discover Bank
Discover Products Inc
PO Box 3025
New Albany, OH 43054-3025

Dominion Pathology Laboratory
c/o Equidata
P.O. Box 6610
Newport News, VA 23606-0610

EdFinancial Services
Dept 888055
Knoxville, TN 37995-8055

Essex Bank
100 Broad Street
Manakin Sabot, VA 23103-2216

Essex Bank
100 Broad Street
Mankin-Sabot, VA 23103-2216

Essex Bank
Attn: R. Robert Benaicha
9954 Mayland Drive, Suite 2100
Richmond, VA 23233-1482

FedLoan Servicing
P.O. Box 69184
Harrisburg, PA 17106-9184

Gastrointestinal Specialist, Inc.
2369 Staples Mill Road, Suite 200
Richmond, VA 23230-2918

Grand Solmar Trust 1
P.O. Box 51469
Los Angeles, CA 90051-5769

HENRICO COUNTY, VIRGINIA
RHYS SOUTH
SR. ASST. COUNTY ATTORNEY
P.O. BOX 90775
HENRICO, VIRGINIA 23273-0775

Henrico Doctors Hospital
Resurgent Capital Services
PO Box 1927
Greenville, SC 29602-1927

Henrico Doctors Hospital
c/o Focused Recovery Solutions
9701 Metropolitan Ct, Ste B
Richmond, VA 23236-3690

(p)CITIBANK
PO BOX 790034
ST LOUIS MO 63179-0034

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Independence Park Imaging LLC
c/o The Rahman Group
8002 Discovery Drive, #311-A
Henrico, VA 23229-8601

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

JP Morgan Chase Bank
P.O. Box 78420
Phoenix, AZ 85062-8420

LabCorp of America
P.O. Box 2240
Burlington, NC 27216-2240

Lease Finance Group, LLC
P.O. Box 7861
New York, NY 10116-7861

Lease Financial Group LLC
233 N. Michigan Avenue #1800
Chicago, IL 60601-5802

Loft
P.O. Box 659705
San Antonion, TX 78265-9705

Micros POC
2026 Dabney Road, #C
Richmond, VA 23230-3347

NUCO2
P.O. Box 9011
Stuart, FL 34995-9011

NorthAmerican Bankcard
250 Stephenson Hwy
Troy, MI 48083-1117

NuCO2
2800 SE Market Place
Stuart, FL 34997-4965

Oracle America, Inc.
c/o Shawn M. Christianson
Buchalter Nemer PC
55 2nd St., 17th Fl.
San Francisco, CA 94105-3491

Porsche Credit Corporation
4343 Commerce Court, #104
Lisle, IL 60532-3614

Porsche Financial
7500 Remmittance Drive, 1738
Chicago, IL 60675-1738

Quantum3 Group LLC as agent for
Comenity Bank
PO Box 788
Kirkland, WA 98083-0788

RE Collier
9415 Hull Street
Richmond, VA 23236-1247

RE Collier
94185 Hull Street
Richmond, VA 23236-0000

Case 15-30581-KRH Doc 102 Filed 03/31/17 Entered 03/31/17 19:19:53 Desc Main Document Page 23 of 23
Radiology Associates
P.O. Box 79923
Baltimore, MD 21279-9923

Santander Consumer USA
P.O. Box 105255
Atlanta, GA 30348-5255

Skipwith Road Emergency Phys.
1602 Skipwith Road
Henrico, VA 23229-5205

Student Assistance Foundation
P.O. Box 1689
Helena, MT 59624-1689

U.S Dept of the Treasury - FMS
Debt Management Services
P.O. Box 979101
Saint Louis, MO 63197-9000

USAA FEDERAL SAVINGS BANK
C O WEINSTEIN & RILEY, PS
2001 WESTERN AVENUE, STE 400
SEATTLE, WA 98121-3132

USAA Savings Bank
P.O. Box 33009
San Antonio, TX 78265-3009

(p)VIRGINIA DEPARTMENT OF TAXATION
P O BOX 2156
RICHMOND VA 23218-2156

Va Anesthesia Perioperative
c/o Credit Control Corp
P.O. Box 120570
Newport News, VA 23612-0570

Verizon Wireless
P.O. Box 26055
Minneapolis, MN 55426-0055

Wells Fargo Bank, N.A.
P.O. Box 19657
Irvine, CA 92623-9657

Wells Fargo Dealer Services
P.O. Box 25341
Santa Anna, CA 92799-5341

David Carl Sappington
2524 Washington Ave.
Waco, TX 76710-7447

Judy A. Robbins
Office of the U.S. Trustee - Region 4 -R
701 E. Broad Street, Suite 4304
Richmond, VA 23219-1849

Patricia Ann Sappington
2524 Washington Ave.
Waco, TX 76710-7447