

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF FLORIDA  
PENSACOLA DIVISION**

**In re:**

**GULFCOAST SPECIALTY PRODUCTS  
& SERVICES, INC.,  
Debtor.**

**Case No. 15-31056-JCO  
Chapter 11**

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**CONSENT MOTION FOR ORDER APPROVING SALE FREE AND CLEAR OF  
LIENS AND ENCUMBRANCES**

GulfCoast Specialty Products & Services, Inc., Debtor, motions the court for an order, pursuant to 11 U.S.C.A. §§ 363 and 365 and Fed. R. Bankr. P. 6004 and 6006, approving the sale of real property located at 12889 U.S. Hwy 98 West, Suite 111A, Miramar Beach, FL 32550 free and clear of liens and encumbrances. In support of this Motion, Debtor respectfully represents as follows:

1. On October 19, 2015, Debtor commenced its reorganization case by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.
2. Debtor is continuing in possession of its property and is operating and managing its business, as a debtor-in-possession, pursuant to 11 U.S.C.A. §§ 1107 and 1108.
3. The court has jurisdiction over this matter pursuant to 28 U.S.C.A. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C.A. § 157(b)(2).
4. Debtor owns 12889 U.S. Hwy 98 West, Suite 111A, Miramar Beach, FL 32550 (the "Property") in Miramar Beach, Walton County, Florida. The Property is more particularly described in the Commercial Contract dated November 4, 2016 between Debtor and CF Brannen (the "Agreement"), a copy of which is attached to this motion as Exhibit "A".
5. This Court entered an Order Granting Motion for Authority to Employ Realtor (Doc. 52) on January 28, 2016 authorizing Brett Stuart of Real Estate International, Inc. to list, market and sell the Property, a copy of which is attached as Exhibit "B".
6. The sale of the Property is in the best interest of the bankruptcy estate and is necessary to the successful reorganization of the Debtor.

7. The Agreement provides for a \$430,000.00 purchase price which Debtor believes to be the fair market value of the Property.

8. Debtor has received no other offers for the Property.

9. The Order Granting Motion for Authority to Employ Realtor authorizes a sales commission of no more than 6%.

10. There is a mortgage which encumbers the Property owned by Wells Fargo Bank, N.A. which has been provided a copy of the Agreement and a proposed Settlement Statement where in the minimum net proceeds of \$398,170.95 would go to Wells Fargo at the closing.

11. Counsel for Wells Fargo have reviewed this Consent Motion and a Consent Order and have no objection to the Motion or the entrance of the Consent Order.

12. The Debtor requests that this court order the sale of the Property free and clear of liens and encumbrances pursuant to 11 U.S.C.A. § 363(f) with Wells Fargo receiving the net proceeds of the sale after payment of Broker's commission.

13. The sale of the Property to Purchaser is in the best interests of the estate. The purchase price and sale terms for the Property were negotiated in an arms-length transaction. Debtor believes that the purchase price reflects the fair market value of the Property.

THEREFORE, Debtor respectfully requests the court to enter an order:

(i) approving the sale of the Property to Purchaser for a purchase price of \$430,000.00 on the terms and conditions of the Agreement attached as Exhibit "A";

(ii) finding that Purchaser is a good-faith purchaser of the Property entitled to all the protections afforded by 11 U.S.C.A. § 363(m);

(iii) that Broker be paid a sales commission of 6% at the closing from the proceeds of the sale; and

(iv) approving the sale free and clear of all liens and encumbrances relating to the Property, with Wells Fargo being paid immediately at closing minimum net sale proceeds in the amount of \$398,170.95.

DONE THIS 18th DAY OF NOVEMBER 2016.

ANCHORS SMITH GRIMSLEY  
Professional Limited Company

/s/ Shiraz A. Hosein

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SHIRAZ A. HOSEIN, ESQ.

sahosein@asglegal.com

Florida Bar No. 0492701

909 Mar Walt Drive, Suite 1014

Fort Walton Beach, Florida 32547

(850) 863-4064 (850) 664-5728 fax

Attorney for Debtor

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was served via CM/ECF service on November 18, 2016 to the following.

Jason B. Burnett on behalf of Creditor Wells Fargo Bank, N.A.

jason.burnett@gray-robinson.com,

ken.jacobs@gray-robinson.com;kim.miller@gray-robinson.com

Charles F. Edwards on behalf of U.S. Trustee United States Trustee

charles.edwards@usdoj.gov

United States Trustee

USTPRegion21.TL.ECF@usdoj.gov

ANCHORS SMITH GRIMSLEY  
A Professional Limited Company

/s/ Shiraz A. Hosein

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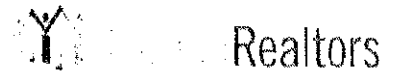
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Attorney for Debtor



Commercial Contract

1\* 1. PARTIES AND PROPERTY: C F Brannen ("Buyer")  
 2\* agrees to buy and Gulf Coast Specialty Products ("Seller")  
 3\* agrees to sell the property as: Street Address: 12889 US HWY 98, 111A, Miramar Beach, FL 32550  
 4\* \_\_\_\_\_  
 5\* Legal Description: UT 111A Miramar Plaza Comm Condo or 2118-390 or 2763-2040 or 2864-2939  
 6\* \_\_\_\_\_  
 7\* and the following Personal Property: Stove and refrigerator convey to Buyer at no contributory value.  
 8\* \_\_\_\_\_  
 9 (all collectively referred to as the "Property") on the terms and conditions set forth below.

10\* 2. PURCHASE PRICE: \$ 430,000.00  
 11\* (a) Deposit held in escrow by Aqua Title \$ 10,000.00  
 12\* ("Escrow Agent") (checks are subject to actual and final collection)  
 13\* Escrow Agent's address: 36150 Emerald Coast Pkwy, #101, Destin, FL 32541 Phone: 850-650-9737  
 14\* (b) Additional deposit to be made to Escrow Agent within \_\_\_\_ days after Effective Date \$ 0.00  
 15\* (c) Additional deposit to be made to Escrow Agent within \_\_\_\_ days after Effective Date \$ 0.00  
 16\* (d) Total financing (see Paragraph 5) \$ \_\_\_\_\_  
 17\* (e) Other \_\_\_\_\_ \$ \_\_\_\_\_  
 18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject  
 19\* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ 420,000.00  
 20 check(s) or wire transfer.

21 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller  
 22\* and Buyer and an executed copy delivered to all parties on or before November 1, 2016, this offer will be  
 23 withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3  
 24 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the  
 25 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.  
 26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5  
 27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending  
 28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the  
 29 essence in this Contract.

30 4. CLOSING DATE AND LOCATION:  
 31\* (a) Closing Date: This transaction will be closed on January 16, 2017 (Closing Date), unless specifically  
 32 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but  
 33 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing  
 34 Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the  
 35 insurance underwriting suspension is lifted.

36\* Buyer [Signature] (\_\_\_\_) and Seller [Signature] (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

37\* (b) Location: Closing will take place in Okaloosa County, Florida. (If left blank, closing  
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 5. THIRD PARTY FINANCING:

40\* BUYER'S OBLIGATION: Within \_\_\_\_\_ days (5 days if left blank) after Effective Date, Buyer will apply for third party  
41\* financing in an amount not to exceed 75% of the purchase price or \$ \_\_\_\_\_, with a fixed interest rate  
42\* not to exceed 4.49% per year with an initial variable interest rate not to exceed \_\_\_\_\_%, with points or commitment  
43\* or loan fees not to exceed \_\_\_\_\_% of the principal amount, for a term of 15 years, and amortized over \_\_\_\_\_  
44 years, with additional terms as follows:

45\* \_\_\_\_\_  
46 Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any  
47 lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within 45 days (45 days if  
48 left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and  
49 (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the  
50 mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately  
51 upon obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and  
52 reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within \_\_\_\_\_ days (3 days if left  
53 blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.  
54 If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time  
55 thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the  
56 satisfaction, by closing, of those conditions of Loan Approval related to the Property. DEPOSIT(S) (for purposes  
57 of Paragraph 5 only): If Buyer has used good faith and reasonable diligence but does not obtain Loan  
58 Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the  
59 lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be  
60 returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for  
61 obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract  
62 as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to  
63 retain the Deposit(s) if the transaction does not close.

64\* 6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by  statutory warranty  
65\* deed  other \_\_\_\_\_, free of liens, easements and encumbrances of record or  
66 known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility  
67 easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be  
68\* subject) \_\_\_\_\_  
69\* \_\_\_\_\_  
70 provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the  
71\* Property as \_\_\_\_\_

72 (a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent  
73 and pay for the title search and closing services. Seller will, at (check one)  Seller's  Buyer's expense and  
74\* within \_\_\_\_\_ days  after Effective Date  or at least 10 days before Closing Date deliver to Buyer (check one)  
75\*  (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be  
76 discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount  
77 of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the  
78 evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after  
79 Effective Date.  
80\*  (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an  
81 existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable  
82 to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies  
83 of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and  
84 certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and  
85 in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of  
86 title.

87 (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller  
88 of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or

89\* Buyer (CS) and Seller (WS) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

90\* (2) **Buyer** delivers proper written notice and **Seller** cures the defects within \_\_\_\_ days from receipt of the notice  
 91 ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt  
 92 by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect  
 93 cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have  
 94 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or  
 95 accept title subject to existing defects and close the transaction without reduction in purchase price.

96 (c) **Survey:** (check applicable provisions below)

97\*  (i.) **Seller** will, within 10 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans,  
 98 specifications, and engineering documents, if any, and the following documents relevant to this transaction:

99\* \_\_\_\_\_  
 100 prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this  
 101 transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the  
 102 date this Contract is terminated.

103\*  **Buyer** will, at  **Seller's**  **Buyer's** expense and within the time period allowed to deliver and examine title  
 104 evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals  
 105 encroachments on the Property or that the improvements encroach on the lands of another,  **Buyer** will  
 106 accept the Property with existing encroachments  such encroachments will constitute a title defect to be  
 107 cured within the Curative Period.



108 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

109 **7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is"  
 110 condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition.  
 111 **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has  
 112 materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and  
 113 receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", **Buyer**  
 114 waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

115\*  (a) **As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is"  
 116 condition.

117\*  (b) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 15 days from Effective Date ("Due  
 118 Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's**  
 119 intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,  
 120 **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary  
 121 to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and  
 122 zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of  
 123 access to public roads, water, and other utilities; consistency with local, state and regional growth management and  
 124 comprehensive land use plans; availability of permits, government approvals and licenses; compliance with  
 125 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections  
 126 that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and  
 127 development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of  
 128 **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice  
 129 requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its  
 130 agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the  
 131 purpose of conducting inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the  
 132 Property and conduct inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses,  
 133 damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any  
 134 person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage  
 135 in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written  
 136 consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting  
 137 from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and  
 138 (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the  
 139 Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's**  
 140 deposit will be immediately returned to **Buyer** and the Contract terminated.

141 (c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the

142\* **Buyer** () and **Seller** () acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

143 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and  
 144 to ensure that all Property is on the premises.

145 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any  
 146 business conducted on the Property in the manner operated prior to Contract and will take no action that would  
 147 adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that  
 148 materially affect the Property or Buyer's intended use of the Property will be permitted  only with Buyer's consent  
 149  without Buyer's consent.

150 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with  
 151 the norms where the Property is located.

152 **(a) Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at  
 153 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,  
 154 mailboxes, and security systems.

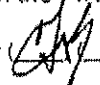

155 **(b) Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing  
 156 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and  
 157 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or  
 158 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

159 **(c) Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable  
 160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each  
 161 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its  
 162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,  
 163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium  
 164 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant  
 165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender;  
 166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in  
 167 ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information  
 168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors  
 169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and  
 170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security  
 171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and  
 172 financing statements.

173 **(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond  
 174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance  
 175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the  
 176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due  
 177 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request  
 178 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

179 **(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date  
 180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will  
 181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending  
 182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the  
 183 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing  
 184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially  
 185 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last  
 186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and  
 187 does not apply to condominium association special assessments.

188 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,  
 189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will  
 190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply  
 191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

192 Buyer (  ) and Seller (  ) ( ) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

193 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the  
 194 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the  
 195 requirement.

196 **10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to  
 197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance  
 198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of  
 199 escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross  
 200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,  
 201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent  
 202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of  
 203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,  
 204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If  
 205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent  
 206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover  
 207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and  
 208 charged and awarded as court costs in favor of the prevailing party.

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged  
 210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-  
 211 complying party specifying the non-compliance. The non-complying party will have \_\_\_ days (5 days if left blank) after  
 212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is  
 214 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit  
 215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. DEFAULT:**

217 (a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make  
 218 the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek  
 219 specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to **Broker** for the full amount of the  
 220 brokerage fee.



221 (b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain  
 222 all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the  
 223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek  
 224 specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent  
 225 of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the  
 226 brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate  
 227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving  
 228 any remedy for **Buyer's** default.

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the  
 230 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and **Broker**, will be awarded reasonable  
 231 attorneys' fees, costs, and expenses.

232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or  
 233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,  
 234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)  
 235 representing a party will be as effective as if given by or delivered to that party.

236 **16. DISCLOSURES:**

237 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales  
 238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial  
 239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

240 \* Buyer (  ) and Seller (  ) ( ) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.



241 proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any  
242 interest in real property. This lien right cannot be waived before the commission is earned.

243 (b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special  
244 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such  
245 liens, if any, shall be paid as set forth in Paragraph 9(e).

246 (c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in  
247 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that  
248 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon  
249 and radon testing may be obtained from your county public health unit.

250 (d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by  
251 Section 553.996, Florida Statutes.

252 **17. RISK OF LOSS:**

253 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear  
254 the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer.  
255 Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller  
256 will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any  
257 insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such  
258 proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the  
259 Buyer.

260 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the  
261 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this  
262 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of  
263 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at  
264 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with  
265 and assist Buyer in collecting any such award.

266\* **18. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise  is  
267\* not assignable  is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment  
268 agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or  
269 plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns  
270 (if assignment is permitted).



271 **19. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.  
272 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.  
273 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated  
274 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or  
275 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract  
276 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be  
277 construed under Florida law and will not be recorded in any public records.

278 **20. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to,  
279 a licensed real estate Broker other than:

280\* (a) **Seller's Broker:** Real Estate International Inc EREI  
281 (Company Name) (Licensee)  
282\* \_\_\_\_\_  
283 (Address, Telephone, Fax, E-mail)

284\* who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated  
285\* by  Seller  Buyer  both parties pursuant to  a listing agreement  other (specify) \_\_\_\_\_

286\* \_\_\_\_\_

287\* Buyer  ( ) and Seller  ( ) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

286\* (b) Buyer's Broker: Destin Palms Real Estate Paul Couch  
289 (Company Name) (Licensee)  
290\* 1200 Scenic Gulf Drive Unit B, Miramar Beach, FL 32550 850-424-1091 paul@destin-palms.com  
291 (Address, Telephone, Fax, E-mail)

292\* who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated  
293\* by  Seller's Broker  Seller  Buyer  both parties pursuant to  an MLS offer of compensation  other (specify)

294\*  
295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to  
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to  
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including  
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is  
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to  
300 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of  
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and  
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

303 21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to  
304 this Contract):

- 305\*  Arbitration  Seller Warranty  Existing Mortgage
- 306\*  Section 1031 Exchange  Coastal Construction Control Line  Buyer's Attorney Approval
- 307\*  Property Inspection and Repair  Flood Area Hazard Zone  Seller's Attorney Approval
- 308\*  Seller Representations  Seller Financing  Other \_\_\_\_\_

309 22. ADDITIONAL TERMS:

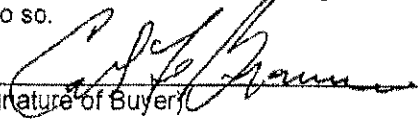
310\* ~~Seller to provide and install an electrically operated insulated roll up garage door where previous door was located at~~  
311\* ~~no additional charge to the Buyer.~~

312\* \_\_\_\_\_  
313\* THIS OFFER IS CONTINGENT UPON THE LIEN HOLDER, WELLS FARGO  
314\* AGREEING TO THE PRICE. WB  
315\* \_\_\_\_\_  
316\* \_\_\_\_\_  
317\* \_\_\_\_\_  
318\* \_\_\_\_\_  
319\* \_\_\_\_\_  
320\* \_\_\_\_\_

321 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE  
322 ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL  
323 FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE  
324 PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE  
325 EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR  
326 REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER  
327 ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL  
328 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER  
329 REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF  
330 THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS  
331 AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE  
332 AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

333\* Buyer (WB) and Seller (WB) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other  
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its  
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized  
337 to do so.

338\*   
339 (Signature of Buyer)

Date: 30 Oct 2016

340\* C F Brannen  
341 (Typed or Printed Name of Buyer)

Tax ID No: ~~XXXXXXXXXX~~

342\* Title: \_\_\_\_\_

Telephone: 305-796-3080

343\* \_\_\_\_\_  
344 (Signature of Buyer)

Date: \_\_\_\_\_

345\* \_\_\_\_\_  
346 (Typed or Printed Name of Buyer)

Tax ID No: \_\_\_\_\_


347\* Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

348\* Buyer's Address for purpose of notice: \_\_\_\_\_

349\* Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

350\*   
351 (Signature of Seller)

Date: 4 Nov 16

352\* Wayne Bernheisel, Gulf Coast Specialty Products  
353 (Typed or Printed Name of Seller) Services

Tax ID No: \_\_\_\_\_

354\* Title: President

Telephone: \_\_\_\_\_

355\* \_\_\_\_\_  
356 (Signature of Seller)

Date: \_\_\_\_\_

357\* \_\_\_\_\_  
358 (Typed or Printed Name of Seller)

Tax ID No: \_\_\_\_\_

359\* Title: \_\_\_\_\_


Telephone: \_\_\_\_\_

360\* Seller's Address for purpose of notice: 317 Grove Park Drive, Niceville, FL 32578

361\* Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

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362\* Buyer ( ) ( ) and Seller (  ) ( ) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF FLORIDA  
PENSACOLA DIVISION**

IN RE:

GULFCOAST SPECIALTY PRODUCTS  
& SERVICES, INC.

Debtor(s)-in-Possession.

Case No.: 15-31056-JCO  
Chapter 11


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**ORDER GRANTING MOTION FOR AUTHORITY TO EMPLOY REALTOR (DOC. 39)**

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THIS MATTER having come before the Court upon the Motion for Authority to Employ Realtor (DOC. 39) filed by the Debtor-in-Possession, and the Court having considered the matter and no objections having been filed, the Motion is hereby GRANTED. The Debtor is hereby authorized to retain the services of BRETT STUART, and the firm of REAL ESTATE INTERNATIONAL, INC., to list, market, and sell the real property of the estate located at 12889 US Highway 98, Suite 111A, Miramar Beach, FL 32550 and for the Debtor to pay a realtor sales commission of 6% of the gross sales price. Any amount above the commission of 6% gross sales price must be approved by order of this Court, upon application by the realtor. Parties agree that sale of said real property of the estate shall be upon Court approval.

Dated: January 28, 2016

  
JERRY C. OLDSHUE, JR.  
U.S. BANKRUPTCY JUDGE

**EXHIBIT**

B

Attorney, Shiraz A. Hosein, is directed to serve a copy of this order on interested parties and file a proof of service within three (3) days of entry of this order.

Prepared by: Shiraz A. Hosein, Esq.  
Attorney for Debtor