

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

In re: Chapter 11  
HRK HOLDINGS, LLC, and Case No. 8:12-bk-9868-KRM  
HRK INDUSTRIES, LLC, Case No. 8:12-bk-9869-KRM  
Debtors. Jointly Administered under  
\_\_\_\_\_ / Case No. 8:12-bk-9868-KRM

**AMENDED FINAL ORDER GRANTING DEBTORS' EMERGENCY  
MOTION FOR AUTHORITY TO OBTAIN ADDITIONAL POST-  
PETITION FINANCING FROM REGIONS BANK, TO GRANT  
SENIOR LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS  
(REVISED TO CORRECT LEGAL DESCRIPTION ONLY)**

THIS CASE came on for final hearing on January 17, 2013, at 3:30 p.m. (the "**Final Hearing**"), upon the Debtors' Emergency Motion for Authority to Obtain Additional Post-Petition Financing from Regions Bank, to Grant Senior Liens and Superpriority Administrative Expense Status (Doc. No. 286) (the "**Borrowing Motion**"),<sup>1</sup> filed by HRK HOLDINGS, LLC and HRK INDUSTRIES, LLC, as debtors and debtors in possession (hereinafter referred to as the "**Debtors**"), for the entry of a final order (the "**Final Order**"):

A. authorizing the Debtors to borrow on a secured basis from Regions Bank ("**Regions**" or the "**Second DIP Lender**") the additional amount of One Million One Hundred Seventy Seven Thousand Two Hundred Seventy Six Dollars (\$1,177,276.00) under the Second DIP Facility, in accordance with the terms of the Borrowing Motion and the Second Financing Orders (as defined below);

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<sup>1</sup> Unless otherwise indicated, capitalized terms used herein shall have the meaning ascribed to such terms in the Borrowing Motion and the Second Financing Orders.

B. authorizing the Debtors to execute modifications to the Second DIP Loan Documents executed in connection with the Second Financing Orders<sup>2</sup>, which shall be consistent with the Borrowing Motion;

C. authorizing the Debtors, under §364 of the Bankruptcy Code, to obtain additional post-petition financing under the Second DIP Loan, which additional financing and indebtedness due and owing thereunder by the Debtors to Regions shall be secured by the same first liens on and security interests on all assets of the Debtors granted in the Second Financing Orders, other than Avoidance Actions (as defined below);

D. granting Regions a superpriority administrative expense claim pursuant to 11 U.S.C. § 364(c); and

E. granting the Debtors such other and further relief as the Court deems necessary, appropriate, equitable, proper and consistent.

This Court previously entered its Interim Order Granting Debtors' Second Emergency Motion for Authority to Obtain Post-Petition Financing, to Grant Liens and Superpriority Administrative Expense Status (Doc. No. 181) and Final Order Granting Debtors' Emergency Motion for Authority to Obtain Post-Petition Financing, to Grant Liens and Superpriority Administrative Expense Status, and Setting Further Hearing and Objection Deadline (Doc. No. 214) (collectively, the "**Second Financing Orders**"). The Second Financing Orders, among other things, authorized the Debtors to borrow up to \$3,480,139 from Regions pursuant to the Second DIP Loan Documents and granted Regions senior liens to secure the advances.

The Court previously entered Its Order Scheduling Final Hearing on Debtors' Emergency

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<sup>2</sup> Hereafter, references to the Second DIP Loan Documents shall be to the Second DIP Documents as modified by this Final Order and the documents executed pursuant to the Second Financing Orders, Borrowing Motion, and this Final Order.

Motion for Authority to Obtain Additional Post-Petition Financing From Regions Bank to Grant Senior Liens and Superpriority Administrative Expense Status (Doc. No. 297), which scheduled the Final Hearing. The Court having considered the Borrowing Motion, proffers by counsel, and finding, in accordance with Rules 4001(c)(1) and (2) of the Federal Rules of Bankruptcy Procedure, that due and proper notice of the Borrowing Motion was given under the circumstances, and being aware that no objections to the Borrowing Motion were filed with the Court prior to the Final Hearing, it is

**ORDERED** that:

1. The Borrowing Motion is granted on the terms set forth herein.
2. The Debtors are expressly authorized and empowered to borrow up to a maximum of an additional One Million One Hundred Seventy Seven Thousand Two Hundred Seventy Six Dollars (\$1,177,276.00), under the Second DIP Loan<sup>3</sup> (the “**Additional Borrowing**”) to be advanced by the Second DIP Lender and perform all of the Debtor’s obligations pursuant to the provisions of both the Borrowing Motion, the Second Financing Orders, and this Final Order, as set forth in the budget attached hereto as Exhibit “A” to this Order (the “**Budget**”) and in the Borrowing Motion. Total Authorized Borrowing to date is as set forth in Exhibit “B” to this Order.
3. The Debtors are authorized to execute and deliver the modifications to the Second DIP Loan Documents. Following execution of the Second DIP Loan Documents, the Debtors and the Second DIP Lender may enter into any non-material amendments of or modifications to

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<sup>3</sup> Hereafter all references to the Second DIP Loan shall be to the Second DIP Loan as modified by this Final Order and the documents executed pursuant to the Second Financing Orders, Borrowing Motion, and this Final Order.

the Second DIP Loan Documents without the need of further notice and hearing or order of this Court.

4. The Debtors are authorized and directed to perform all of their obligations under the Second DIP Loan and the Second DIP Loan Documents.

5. The Additional Borrowing advances under the Second DIP Loan will bear interest at nine percent (9%) per annum. Regions shall not be entitled to any default interest in conjunction with the Second DIP Loan.

6. The Debtors are authorized to pay the Closing Costs with respect to the modifications to the Second DIP Loan as set forth in the pro forma Closing Statement attached hereto as Exhibit "C" to this Order, which authorization shall specifically include State of Florida documentary stamp taxes required to be affixed to Modification Promissory Note (Operating Line of Credit).

7. This Order shall not modify the maturity date of the Second DIP Loan, which shall continue to mature on June 30, 2013.

8. Amounts advanced under the Second DIP Loan may be prepaid (in part or in full) at any time without penalty.

9. The Second DIP Loan Documents and the Second DIP Loan constitute valid, binding obligations of the Debtors, enforceable against the Debtors in accordance with their terms. The rights, remedies, powers, privileges, liens and priorities of the Second DIP Lender provided for in this Final Order, the Second Financing Orders, and in the Second DIP Loan Documents shall not be modified, altered or impaired in any manner by any subsequent order or by any plan of reorganization or liquidation in these Chapter 11 cases or in any subsequent cases

under the Bankruptcy Code unless the Second DIP Loan has been paid indefeasibly in full in cash and completely satisfied contemporaneously with such order.

10. The Debtors' obligation to repay the Second DIP Lender, including advances pursuant to this Final Order, under the terms of the Second DIP Loan shall be accorded a first lien on all assets of the Debtors provided for under the Second Borrowing Motion (the "**DIP Post-Petition Lender Liens**"), including, without limitation, the real property located in Manatee County, Florida described on Exhibit "D" to this Final Order (the "**Real Property**"). The DIP Post Petition Lender Liens shall prime and be senior in priority to both all pre-petition liens and all post-petition liens in favor of all secured creditors and all other entities having or asserting an interest in any or all assets of the Debtors, except the Post-Petition DIP Lender Liens shall not prime or be senior in priority to ad valorem taxes in favor of Manatee County, Florida for 2012 and subsequent years. Provided, however, the DIP Post-Petition Liens shall not prime the contingency fees as set forth in the Attorneys' Fee Contract previously approved by this Court.

11. The Second DIP Lender shall not be granted a lien on any claim or cause of action arising under §§ 544, 545, 547, 548, 549 or 553(b) of the Bankruptcy Code (collectively, the "**Avoidance Actions**").

12. The Debtors' obligations to repay the Second DIP Lender for the Additional Borrowing pursuant to this Final Order shall be accorded superpriority administrative expense status pursuant to §364(c)(1) of the Bankruptcy Code, subject only to the administrative fees payable to the Office of the United States Trustee, the contingency fees set forth in the Attorneys' Fee Contract previously approved by this Court, and, with limitations, fees for other professionals and consultants retained by the Debtors and incurred through June 30, 2013.

13. This Final Order shall be conclusive evidence of the priority, perfection, and validity of all of the Post-Petition DIP Lender Liens granted pursuant to this Order in favor of the Second DIP Lender without the necessity of filing, serving, or recording any financing statements, mortgages, deeds of trust or other agreements, documents, or instruments which may be otherwise required under federal or state law.

14. The Debtors may use the additional advances under of the Second DIP Loan only for the purposes specifically set forth in the Budget, the Borrowing Motion, and this Final Order. Notwithstanding anything to the contrary contained in this Final Order, the Debtors shall be authorized to continue the use of cash collateral in accordance with the terms and conditions of the cash collateral orders, as approved by the Court.

15. The Subordination, Non Disturbance Agreement & Attornment Agreements entered into between International Salt Company, LLC (“ISCO”), Regions, and HRK Holdings dated November 26, 2007 and October 9, 2009 in conjunction with ISCO’s lease of a portion of the Real Property from HRK Holdings (together with the First Amendment thereto, collectively the “Lease”) shall be afforded the same force and effect in conjunction with the Second DIP Loan and Second DIP Loan Documents as said SNDAs were afforded in conjunction with the pre-petition Loan and Mortgage held by Regions.<sup>4</sup>

16. Notwithstanding anything herein, the Second Borrowing Motion or in the Second DIP Loan Documents to the contrary, no loans or advances made pursuant to the Second DIP

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<sup>4</sup> Without acknowledging that, as a matter of law, pre-petition SNDAs are applicable to post-petition DIP lending facilities, at the Final Hearing Regions nevertheless consented to the SNDAs described in this paragraph being afforded the same force and effect with regard to the Second DIP Loan and the Second DIP Loan Documents as said SNDAs were afforded in conjunction with the pre-petition Loan and Mortgage held by Region, provided however the force and effect of said SNDAs in conjunction with the Second DIP Loan and the Second DIP Loan Documents are limited to providing ISCO with a continuing possessory interest in that portion of the Real Property leased by it from HRK Holdings under the Lease in the event of either a subsequent default by HRK Holdings under said Lease or HRK Holdings’ rejection of said Lease pursuant to the provisions of Section 365 of the Bankruptcy Code.

Loan Documents may be used by the Debtors or any other person or entity (including, without limitation, any committee of unsecured creditors) to object to or contest in any manner, or raise any defenses to, the validity, extent, perfection, priority or enforceability of the obligations under the Second DIP Loan or any liens or security interests with respect thereto or any other rights or interests of the DIP Lender, or to assert any claims or causes of action against the Second DIP Lender.

17. Notwithstanding the occurrence of an event of default, as set forth herein, or under the Second Loan Documents, all of the rights, remedies, benefits and protections provided to the Second DIP Lender under the Second Financing Orders or this Final Order shall survive the termination of any obligation of the Second DIP Lender to make loans and advances in conjunction with the Second DIP Loan or this Final Order.

18. The terms of this Final Order shall be binding upon and inure to the benefit of the Second DIP Lender, the Debtors, and their respective successors and assigns. This Final Order shall bind any trustee hereafter appointed or elected for the estates of the Debtors, whether in these Chapter 11 cases or in the event of a conversion of the Chapter 11 cases to cases under Chapter 7 of the Bankruptcy Code. Such binding effect is an integral part of this Final Order.

19. No failure or delay on the part of the Second DIP Lender in exercising any right, power or privilege provided for under the Second DIP Loan Documents or this Final Order shall operate as a waiver thereof. This Final Order shall not be construed in any way as a waiver or relinquishment of any right that the Second DIP Lender may have to bring before or have heard by this Court any matter arising under or in conjunction with the Second DIP Loan, the Second DIP Loan Documents or this Final Order.

20. If any or all of the provisions of this Final Order or the Second DIP Loan Documents are hereafter modified, vacated, amended or stayed by subsequent order of this Court or any other court, such modification, vacatur, amendment or stay shall not affect the validity of any obligations of Debtors to the Second DIP Lender that are or were incurred prior to the effective date of such modification, vacatur, amendment or stay, or the validity and enforceability of any security interest, lien or priority authorized or created by this Final Order or the Second DIP Loan Documents and, notwithstanding any such modification, vacatur, amendment or stay, any obligations of the Debtors pursuant to this Final Order or the Second DIP Loan Documents arising prior to the effective date of such modification, vacatur, amendment or stay shall be governed in all respects by the original provisions of this Final Order and the Second DIP Loan Documents, and the validity of any such credit extended or security interest or lien granted pursuant to this Final Order or the Second DIP Loan Documents is subject to the protection accorded under Section 364(e) of the Bankruptcy Code.

21. This Final Order constitutes findings of fact and conclusions of law and takes effect and becomes enforceable immediately upon execution hereof. To the extent any of the terms of the Second DIP Loan or Second DIP Loan Documents are specifically inconsistent or conflict with this Final Order, the terms of this Final Order shall control.

**DONE AND ORDERED** in chambers, at Tampa, Florida on August 15, 2013.



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K. RODNEY MAY  
United States Bankruptcy Judge

Attorney Scott A. Stichter is directed to serve a copy of this order on interested parties and file a proof of service within 3 days of entry of the order.



## HRK DIP Budget - Sale Scenario

	Jan 2013	Feb 2013	Mar 2013	April 2013	May 2013	June 2013
<b>Lease Business</b>						
Rental Income - ISCO	\$21,967	\$21,967	\$21,967			
Rental Income - SCB Int	2,470	2,470	2,470	2,470	2,470	2,470
Rental Income - RAMM	1,458	1,458	1,458	1,458	1,458	1,458
Pipe & Piling	1,600	1,600	1,600	1,600	1,600	1,600
Hawaii Intermodel	1,200	1,200	1,200	1,200	1,200	1,200
Sales Tax	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)
<b>Total Lease Revenue</b>	<b>\$26,695</b>	<b>\$26,695</b>	<b>\$26,695</b>	<b>\$4,728</b>	<b>\$4,728</b>	<b>\$4,728</b>
<b>Lease &amp; Operational Business</b>						
Thatcher Lease	\$2,083	\$2,083	\$2,083			
Thatcher Rail Car/Scale/Offload	1,500	1,500	1,500	1,500	1,500	1,500
<b>Total Lease &amp; Operational Revenue</b>	<b>\$3,583</b>	<b>\$3,583</b>	<b>\$3,583</b>	<b>\$1,500</b>	<b>\$1,500</b>	<b>\$1,500</b>
<b>Fertilizer Terminal Operations</b>						
Mayo Income Reclamation	\$21,625	\$31,140	\$51,900			
Mayo Income Offload	-	-	95,000	95,000		
Mayo Scaling	2,083	2,083	2,083	2,083	2,083	2,083
<b>Total Fertilizer Revenue</b>	<b>\$23,708</b>	<b>\$33,223</b>	<b>\$148,983</b>	<b>\$97,083</b>	<b>\$2,083</b>	<b>\$2,083</b>
<b>Scaling (Isco net Scale Lease &amp; Profit Sharing)</b>						
Net Scale Revenue	(\$1,224)	(\$1,224)	(\$1,224)	(\$1,224)	(\$1,224)	(\$1,224)
<b>Total Aggregate Revenues</b>	<b>\$52,763</b>	<b>\$62,278</b>	<b>\$178,038</b>	<b>\$102,088</b>	<b>\$7,088</b>	<b>\$7,088</b>
<b>Core Operations/Existing Business</b>						
Payroll	(\$80,000)	(\$83,000)	(\$83,000)	(\$71,000)	(\$71,000)	(\$71,000)
Consultant	0	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Power & Light	(10,000)	(10,000)	(10,000)	(2,500)	(2,500)	(2,500)
Fuel	(4,000)	(4,000)	(4,000)	(2,000)	(2,000)	(2,000)
Insurance	(53,306)	(5,621)	(5,621)	14,379	(2,500)	(2,500)
R/E Taxes/Audit Expense	-	(32,500)	(120,000)	-	-	-
Mayo Direct Operating Expenses	(15,950)	(84,550)	(84,550)			
Repairs & Maintenance/Rental	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)
Standard Maintenance Capital Expenditures	(3,500)	(3,500)	(3,500)	(1,000)	(1,000)	(1,000)
One-time/Repair Capx	(12,500)	(13,000)	-	-	-	-
T&E	(7,500)	(7,500)	(7,500)	(7,500)	(7,500)	(7,500)
<b>Dredge/Gypstack Related Outflows</b>						
Fuel	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)
Pumps (remaining payments on electric pumps purchas	-	-	-	-	-	-
Siphon/Pump Capx	-	-	-	-	-	-
<b>Total Operating Outflows</b>	<b>(\$192,256)</b>	<b>(\$250,421)</b>	<b>(\$324,921)</b>	<b>(\$75,121)</b>	<b>(\$92,000)</b>	<b>(\$92,000)</b>
<b>Operating Profit (Loss)</b>	<b>(\$139,493)</b>	<b>(\$188,143)</b>	<b>(\$146,883)</b>	<b>\$26,967</b>	<b>(\$84,912)</b>	<b>(\$84,912)</b>
<b>Professional Fees/FDEP Mandated Repairs</b>						
Gulf Atlantic - June Pmt includes holdback	(\$50,000)	(\$50,000)	(\$45,000)	(\$45,000)	(\$40,000)	(\$77,000)
Bankruptcy Trustee Fees	(5,200)	-	-	(5,200)	-	-
SR Fees	(30,000)	(35,000)	(35,000)	(25,000)	(25,000)	(55,000)
Expert Fees - Dr. Peggs/ Dr. Giraud	-	-	-	-	-	-
Professional Fees - Martin/Preston/Kynes, Markman	(20,000)	(17,500)	(17,500)	(10,000)	(7,500)	(7,500)
Les Bromwell/AMEC	(500)	(500)	(500)	(500)	(500)	(500)
Environmental Repairs (TBD)	-	-	-	-	-	-
<b>Total Professional Fees</b>	<b>(\$105,700)</b>	<b>(\$103,000)</b>	<b>(\$98,000)</b>	<b>(\$85,700)</b>	<b>(\$73,000)</b>	<b>(\$140,000)</b>
<b>Monthly Profit/(Loss)</b>	<b>(245,193)</b>	<b>(291,143)</b>	<b>(244,883)</b>	<b>(58,733)</b>	<b>(157,912)</b>	<b>(224,912)</b>
<b>Cumulative Profit</b>	<b>(\$245,193)</b>	<b>(\$536,335)</b>	<b>(\$781,218)</b>	<b>(\$839,951)</b>	<b>(\$997,864)</b>	<b>(\$1,222,776)</b>
<b>Cash Balance</b>	<b>\$138,000</b>					
<b>Existing Operating Borrowings</b>	<b>\$800,139</b>	<b>\$907,332</b>	<b>\$1,198,474</b>	<b>\$1,443,357</b>	<b>\$1,502,090</b>	<b>\$1,660,003</b>
<b>Current Month Cash Borrowings</b>	<b>107,192.54</b>	<b>291,143</b>	<b>244,883</b>	<b>58,733</b>	<b>157,912</b>	<b>224,912</b>
<b>New DIP Balance (excludes interest &amp; closing fees)</b>	<b>\$907,332</b>	<b>\$1,198,474</b>	<b>\$1,443,357</b>	<b>\$1,502,090</b>	<b>\$1,660,003</b>	<b>\$1,884,915</b>

Confidential

Exhibit A

1. Regions/HRK Holdings--Modified Operating Line of Credit

	<u>Phase 1</u>	<u>Phase 2 Increase</u>	<u>Total Modified Op LOC</u>
Op Ex	\$ 392,439.00	\$ 479,376.00	\$ 871,815.00
Prof Fees	\$ 407,700.00	\$ 605,400.00	\$ 1,013,100.00
Contingency	\$ 40,500.00	\$ -	\$ 40,500.00
Closing Costs	\$ 22,500.00	\$ 37,500.00	\$ 60,000.00
Interest Reserve	\$ 42,000.00	\$ 55,000.00	\$ 97,000.00
	\$ 905,139.00	\$ 1,177,276.00	\$ 2,082,415.00
Face Amount of Modified Operating Line of Credit Note:			\$ 2,082,415.00

2. Regions/HRK Holdings--Site Work Line of Credit

Core	\$ 2,500,000.00		
Interest Reserve	\$ 75,000.00		
	\$ 2,575,000.00		
Face Amount of Site Work Line of Credit Note:		\$	2,575,000.00
<b>TOTAL AUTHORIZED BORROWING TO DATE:</b>		\$	<b>4,657,415.00</b>

**CLOSING STATEMENT**

BORROWER: HRK HOLDINGS, LLC

GUARANTORS: ARSENAL GROUP, LLC  
WILLIAM F. HARLEY, III

LENDER: REGIONS BANK

DIP LOAN: \$2,082,415.00 Operating Line of Credit Modification

CLOSING DATE: January \_\_, 2013

Commitment Fee (50 basis points) on increase in Operating Line of Credit (\$1,177,276.00)	\$	5,886.38
Documentary Stamp Tax on increase in Operating Line of Credit	\$	4,120.55
Intangible Tax on increase in Operating Line of Credit	\$	2,354.55
Certified Copy of Final Borrowing Order	\$	16.00
Recording Fee for Final Borrowing Order (Manatee County, 10 pages) (estimate)	\$	86.50
Contribution Toward Lender's Attorneys' Fees	\$	4,000.00
 <b>Total Closing Costs:</b>	 <b>\$</b>	 <b>16,463.98</b>

A FACSIMILE COPY OR SCANNED/E-MAILED COPY OF THIS STATEMENT EXECUTED BY BORROWER AND LENDER SHALL BE DEEMED AN ORIGINAL FOR ALL PURPOSES. THIS STATEMENT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, ALL OF WHICH, TAKEN TOGETHER, SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT, AND ANY OF THE PARTIES HERETO MAY EXECUTE THIS STATEMENT BY SIGNING ANY SUCH COUNTERPART.

The undersigned hereby approve the above statement as being a true and accurate statement of the referenced transaction.

**HRK HOLDINGS, LLC**, a Florida limited liability company

**REGIONS BANK**, an Alabama banking corporation

By: \_\_\_\_\_  
Name: William F. Harley, III  
Title: Managing Member

By: \_\_\_\_\_  
Name: William P. Carroll  
Title: Senior Vice President

**EXHIBIT D**

The legal description is attached as Exhibit "1" and Exhibit "2" less and except the land described in Exhibit "3."

**EXHIBIT "1"**

PARID: 595900002  
HRK HOLDINGS LLC

12828 US 41 N

**Legal**  
Description

THE N1/2 OF LOT 1, JOHN PIPLACKS SUB (PB 2 P 145); TOGETHER WITH A TRIANGULAR PARCEL OF LAND LYING IN SEC 6, DESC AS FOL: BEG AT THE NW COR OF LOT 1, JOHN PIPLACK SUB; TH S 89 DEG 14 MIN 54 SEC E ALG THE S LN OF SD SEC, SD S LN ALSO BEING THE N LN OF SD LOT 1, A DIST OF 1334.54 FT; TH N 1 DEG 52 MIN 15 SEC W, ALG A LN OF OCCUPATION, 33.0 FT; TH S 89 DEG 20 MIN 35 SEC W, ALG A LN OF OCCUPATION, 1333.43 FT TO THE POB. LESS A TRIANGULAR PARCEL OF LAND LYING IN THE SD N1/2 OF LOT 1 DESC AS FOL: BEG AT THE SW COR OF SD N1/2 OF LOT 1; TH ELY ALG THE S LN OF SD N1/2 OF LOT 1 A DIST OF 1343.11 FT TO THE SE COR OF SD N1/2 OF LOT 1; TH NLY ALG THE E LN OF SD LOT 1, A DIST OF 33.0 FT; TH WLY 1343.52 FT TO THE POB. ALSO LESS A TRIANGULAR PARCEL OF LAND DESC AS FOL: COM AT THE NW COR OF LOT 1, JOHN PIPLACKS SUB; TH S 89 DEG 14 MIN 54 SEC E ALG THE N LN OF SD LOT 1 A DIST OF 1334.54 FT FOR POB; TH CONT S 89 DEG 14 MIN 54 SEC E 8.59 FT TO THE NE COR OF SD LOT 1; TH S 0 DEG 14 MIN 14 SEC E ALG THE E LN OF SD LOT 1, A DIST OF 301.09 FT TO A PT 33.0 FT N OF THE SE COR OF THE N1/2 OF SD LOT 1; TH N 1 DEG 52 MIN 15 SEC W ALG A LN OF OCCUPATION 301.17 FT TO THE POB (1414/2201). [INSERT: "LESS R/W FOR US HWY 41" PT#5959.0000/2

PARID: 591400007  
HRK HOLDINGS LLC

**EXHIBIT "2"**

13300 US 41 N

**Legal**  
Description

SW1/4 OF SW1/4 OF SEC 5, ALSO ALL THAT PART OF SEC 6 LY S & E OF U S 41 LESS A PARCEL DESC ORB 279 P 270, BEING DESC AS: A TRIANGULAR PARCEL OF LAND LYING IN SEC 6 DESC AS FOLLOWS: BEG AT THE NW COR OF LOT 1, JOHN PIPLACKS SUB; TH S 89 DEG 14 MIN 54 SEC E, ALG THE S LN ALSO BEING THE N LN OF SD LOT 1, A DIST OF 1334.54 FT; TH N 1 DEG 52 MIN 15 SEC W, ALG A LN OF OCCUPATION, 33.0 FT; TH S 89 DEG 20 MIN 35 SEC W, ALG A LN OF OCCUPATION, 1333.43 FT TO THE POB; ALSO BEG AT SW COR OF S1/2 OF LOT 1 PIPLACK SUB PB 2 P 145; S 0 DEG 14 MIN 13 SEC E 2005.47 FT TO SW COR OF NE1/4 OF SEC 7; S 89 DEG 18 MIN 03 SEC E 2686.17 FT TO SE COR OF NE1/4 OF SEC 7; N 0 DEG 14 MIN 13 SEC W 2646.49 FT TO NE COR OF SEC 7; W ALG N LN OF SD SEC 1343.12 FT TO NE COR OF LOT 1, PIPLACK SUB; N 89 DEG 1 4 MIN 54 SEC W 8.59 FT; S 1 DEG 52 MIN 15 SEC E 301.17 FT; CONT S ALG E LN OF LOT 1 TO A PT 33 FT N OF SE COR OF S1/2 OF LOT 1; WLY 1343.5 FT TO POB; ALSO NW1/4 OF SEC 8 LESS RD R/W'S OFF W & S ALSO IN SEC 6,7,8 33 18; SUBJ TO EASMT DESC IN ORB 891 P 772, SD PROPERTY BEING FURTHER DESC IN OR 1117 PGS 2957 & 2961 PRMCF P-4 ALSO: SE1/4 OF SW1/4 & SW1/4 OF SE1/4; ALSO: A TRIANGULAR PARCEL OF LAND DESC AS FOLLOWS: BEG AT THE SW COR OF N1/2 OF LOT 1, JOHN PIPLACKS SUB, SD POB BEING FURTHER DESC AS BEING ON THE W LN OF SEC 7, 334.24 FT S OF NW COR OF LOT 1; TH ELY A DIST OF 1343.11 FT TO THE SE COR OF SD N1/2 OF LOT 1; NLY ALG E LN OF LOT 1 A DIST OF 33 FT; TH WLY 1343.53 FT TO THE POB, ALSO S1/2 OF LOT 1, LESS LAND DESC OR 279 P 275 & LESS HWY R/W FOR S.R. 45, ALSO: W1/2 OF NE1/4 SUBJ TO BUCKEYE RD ON THE S AS DESC IN OR 889 P 9 PRMCF; ABOVE PROPERTY ALSO DESC IN OR 2148 P 3143 AS FOLLOWS: PARCEL 1 IN TWN 33S RNG 18 E FURTHER DESC AS: THE SW1/4 OF SE1/4 AND THE S1/2 OF SW1/4 OF SEC 5; ALSO, ALL THAT PART OF SEC 6 LYING S & E OF US HWY 41, LESS A TRIANGULAR PARCEL QUIT-CLAIMED BY R.B. WHISENANT & WIFE & THE BORDEN COMPANY TO HARRY E HENDERSON & WIFE UNDER DEED DTD 2/18/1966, FILED 4/8/1966 IN OR 279 P 270 DESCRIBED AS: BEG ON S BDRY OF SE1/4 OF SD SEC 6 AT NW COR OF LOT 1 OF JOHN PIPLACK'S SUBD, ACCORDING TO THE PLAT THEREOF REC IN PLAT BK 2 P 145 MANATEE CNTY FL, AND RUN S 89 DEG 14 MIN 54 SEC E ALG SD S BDRY 1334.54 FT, TH N 1 DEG 52 MIN 15 SEC W 33 FT, TH S 89 DEG 20 MIN 35 SEC W 1333.43 FT TO POB; ALSO, THE NE1/4 OF NE 1/4 SEC 7; ALSO, PART OF THE N1/2 OF LOT 1 OF JOHN PIPLACK'S SUBD DESC AS: FROM THE NW COR OF SD LOT 1 RUN S 89 DEG 14 MIN 54 SEC E ALG N BDRY OF SD LOT 1 A DIST OF 1334.54 FT TO POB, FROM POB CONT S 89 DEG 14 MIN 54 SEC E 8.59 FT TO NE COR OF SD LOT 1, TH S 0 DEG 14 MIN 14 SEC E ALG E BDRY OF SD LOT 1 A DIST OF 301.09 FT TO PT 33 FT N OF SE COR OF SD N1/2 OF LOT 1, TH N 1 DEG 52 MIN 15 SEC W 301.17 FT TO POB; ALSO, PART OF N1/2 OF LOT 1 OF JOHN PIPLACK'S SUBD DESC AS: BEG AT SW COR OF SD N1/2 OF LOT 1 (WHICH BEG PT IS 334.24 FT S OF NW COR OF SD LOT 1), TH ELY 1343.11 FT TO SE COR OF SD N1/2 OF LOT 1, TH NLY ALG E LN OF SD LOT 1 A DIST OF 33 FT, TH WLY 1343.53 FT M/L TO POB; ALSO, THE S1/2 OF LOT 1 OF JOHN PIPLACK'S SUBD; ALSO, LOTS 6, 7, 8, 12 & 13 OF JOHN PIPLACK'S SUBD; ALSO, THE W1/2 OF NE1/4 & THE NW1/4 OF SEC 8; ALSO, [INSERT: "LESS R/W FOR US HWY 41 & SUBJ TO R/W FOR BUCKEYE RD."] P1#5914.0000/7

**EXHIBIT "3"**

**Parcel A:**

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 33 SOUTH, RANGE 18 EAST. ALSO THAT PART OF LOT 1, JOHN PIPLACK'S SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 145, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING AND BEING IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 33 SOUTH, RANGE 18 EAST, OF SAID MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 33 SOUTH, RANGE 18 EAST; THENCE S00°14'37"E ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 7, A DISTANCE OF 132.63 FEET; THENCE N89°45'23"E, A DISTANCE OF 132.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY U.S. HIGHWAY 41 NORTH, FOR A POINT OF BEGINNING, SAID POINT ALSO BEING A POINT OF CURVATURE TO THE RIGHT, HAVING A RADIUS OF 22786.32 FEET; THENCE NORTHERLY ALONG SAID RIGHT OF WAY AND SAID CURVE TO THE RIGHT A DISTANCE OF 213.15 FEET THROUGH A CENTRAL ANGLE OF 00°32'09", HAVING A CHORD BEARING OF N00°02'28"E AND A CHORD DISTANCE OF 213.15 FEET TO A POINT OF TANGENCY; THENCE N00°21'02"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 656.58 FEET TO A POINT OF CURVATURE TO THE RIGHT, HAVING A RADIUS OF 1775.42 FEET; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE TO THE RIGHT, A DISTANCE OF 300.23 FEET, THROUGH A CENTRAL ANGLE OF 09°41'20", HAVING A CHORD BEARING OF N05°11'42"E AND A CHORD DISTANCE OF 299.87 FEET; THENCE S89°46'52"E, A DISTANCE OF 927.01 FEET; THENCE S00°29'55"W, A DISTANCE OF 1475.03 FEET, THENCE N89°14'49"W, A DISTANCE OF 944.30 FEET TO A POINT LYING ON SAID EASTERLY RIGHT-OF-WAY LINE; THENCE N00°14'37"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 297.75 FEET TO THE POINT OF BEGINNING.

and

**Parcel B:**

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 33 SOUTH, RANGE 18 EAST, THENCE S00°14'37"E ALONG THE WEST LINE OF SAID NORTHEAST ¼ OF SECTION 7, A DISTANCE OF 132.63 FEET; THENCE N89°45'23"E, A DISTANCE OF 132.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 41 NORTH; THENCE S00°14'37"E, ALONG SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 297.75 FEET; THENCE S89°14'49"E, A DISTANCE OF 944.30 FEET; THENCE N00°29'55"E, A DISTANCE OF 1475.03 FEET; THENCE N89°46'52"W, A DISTANCE OF 78.34 FEET FOR A POINT OF BEGINNING; THENCE N00°29'55"E, A DISTANCE OF 120.00 FEET; THENCE N89°46'52"W, A DISTANCE OF 824.19 FEET TO A POINT OF CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1775.42 FEET, SAID POINT ALSO LYING ON SAID EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 41; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT A DISTANCE OF 122.61 FEET THROUGH A CENTRAL ANGLE OF 03°57'25", HAVING A CHORD BEARING OF S12°01'04"W AND A CHORD DISTANCE OF 122.59 FEET; THENCE S89°46'52"E, A DISTANCE OF 848.67 FEET TO THE POINT OF BEGINNING.