

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

**IN RE:**

**Ideal Development Corporation,  
  
Debtor.**

**Chapter 11**

**Case No. 18-63172-pmb**

**NOTICE OF HEARING**

**PLEASE TAKE NOTICE** that Ideal Development Corporation has filed its MOTION TO SELL REAL PROPERTY PURSUANT TO 11 U.S.C. § 363 AND FED. R. BANKR. P. 6004

**PLEASE TAKE FURTHER NOTICE** that the Court will hold a hearing on the motion in **Courtroom 1202, United States Courthouse, Richard B. Russell Federal Building, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303 at 2:00 P.M. on October 22, 2018.**

Your rights may be affected by the court's ruling on these pleadings. You should read these pleadings carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the court to grant the relief sought in these pleadings or if you want the court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleading with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate stating when, how and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk at least two business days before the hearing. The address of the Clerk's Office is Clerk, U.S. Bankruptcy Court, Room 1340, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303. You must also mail a copy of your response to the undersigned at the address stated below.

Dated: October 1, 2018

/s/ Will B. Geer

Will B. Geer  
Georgia Bar No: 940493  
Attorney for the Debtor  
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**MOTION TO SELL REAL PROPERTY PURSUANT TO 11 U.S.C. § 363 AND  
FED. R. BANKR. P. 6004**

COMES NOW Ideal Development Corporation ("Debtor" or "Ideal"), by and through the undersigned counsel, and hereby files this "Motion To Sell Real Pursuant to 11 U.S.C. § 363 and Fed. R. Bankr. P. 6004" ("Motion"). In support of the Motion, Debtor shows the Court as follows:

**JURISDICTION**

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This Motion is a core proceeding pursuant to 28 U.S.C. §157(b)(2). The Statutory predicate for the relief requested herein is 11 U.S.C. §§ 105 and 363 and Rule 6004 of the Federal Rules of Bankruptcy Procedure.
2. On August 6, 2018 ("Petition Date"), Debtor filed a petition for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ 101 et seq. (as amended, modified or supplemented, the "Bankruptcy Code"). No Trustee has been appointed. Debtor continues to manage its affairs as a debtor-in-possession in accordance with Sections 1107 and 1108 of the Bankruptcy Code.
3. Debtor is a Georgia based corporation that operates as a real estate holding company.

4. Ideal owns, among other properties, real property located at 550 Fairburn Road Suites B2, B3, and B4, Atlanta, Georgia 30331 (**the "Property"**). A copy of the Contract for Purchase and Sale of Real Property ("**Agreement**") is attached hereto and incorporated herein by reference as Exhibit "A".

5. As set forth in the Agreement, Clinica Alianza Latina, Inc. ("**Buyer**") seeks to purchase the Property for the purchase price of \$375,000.00 ("**Purchase Price**" or "**Sale Proceeds**"). The Agreement provides that the Closing Date shall be by October 31, 2018. The Buyer is also the current tenant of the Property.

#### **SUMMARY OF SECURITY INTERESTS AND LIENS**

6. Upon information and belief, First-Citizens Bank and Trust Company ("First-Citizens") holds a first priority deed to secure debt on the Property. Pursuant to §363(f)(3), if an entity's interest in property of the estate is a lien and the purchase price is greater than the value of all such liens on the property, the trustee may sell the property. Upon diligent inquiry, no other party holds a security interest in the Assets, and the purchase price of \$375,000.00 is more than enough to satisfy the secured claim of First-Citizens in the approximate amount of \$363,668.76. In addition, Debtor believes that First-Citizens will consent to the Sale pursuant to 11 U.S.C. § 363(f)(2).

#### **RELIEF REQUESTED**

7. Debtor requests authority to authorize the Debtor to enter into the Agreement and sell the Property. Debtor requests that the Court waive any stay pursuant to Bankruptcy Rule 6004 or otherwise and any order approving the sale of the Property and be effective immediately upon entry of any order approving the sale of the Property.

#### **TRANSACTION IS IN THE BEST INTEREST OF THE ESTATE**

8. Debtor believes that the transaction represents the highest and best offer available and that the Purchase Price represents the true value of the Property. Receipt of the Sales

Proceeds will assist Debtor in an effective reorganization as it will produce monies to fund pay off of Debtor's secured claim to First-Citizens. The Debtor is aware of no other third parties who are ready, willing, and able to close upon the same or more favorable terms.

9. Section 363 of the Bankruptcy Code allows the debtor-in-possession, after hearing and notice, to use property of the estate other than in the ordinary course of business. Although the Bankruptcy Code does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of the estate, courts have required that such use, sale, or lease be based upon the sound business judgment of the debtor. *See, e.g., In re Martin*, 91 F.3d 389, 394-95 (3d Cir. 1996) (court may defer to debtor so long as there is "legitimate business justification" to approve the use, sale, or lease of property outside the ordinary course of business) (*citing In re Schipper*, 933 F.2d 513, 515 (7th Cir. 1991)); *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143, 145-47 (3d Cir. 1986) (adopting the "articulated business justification" test set forth in *In re Lionel Corp.*, 722 F.2d 1063, 1070-71 (2d Cir. 1983)); *In re Fed. Mogul Global, Inc.*, 293 B.R. 124, 126 (D. Del. 2003); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 178 (D. Del. 1991); *In re Allegheny Int'l, Inc.*, 117 B.R. 171, 176 (W.D. Pa. 1990); see also *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999).

10. To determine whether the business judgment test is met under Bankruptcy Code § 363, the court "is required to examine whether a reasonable business person would make a similar decision under similar circumstances." *In re Exide Techs., Inc.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006).

11. The business judgment rule shields a debtor from judicial second-guessing, and it mandates that a court approve a debtor's business decision unless that decision is a product of bad faith or gross abuse of discretion. *See Lubrizol Enters., Inc. v. Richmond Metal Finishers, Inc.*, 756 F.2d 1043, 1047 (4th Cir. 1985), cert. denied, 475 U.S. 1057 (1986); see also *In re Bridgeport Holdings, Inc.*, 388 B.R. 548, 567 (Bankr. D. Del. 2008).

12. The Debtor believes that the facts and circumstances of this case justify the sale of

the Property to the Buyer and that doing so is in no way a product of bad faith or gross abuse of negligence. In fact, the terms of the Agreement are very favorable for the Debtor. Thus, the Debtor submits that allowing it to enter into the Agreement is within its sound and prudent business judgment and necessary and appropriate under the circumstances.

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

14. Under 11 U.S.C. § 363, the debtor-in-possession may sell free and clear of an interest (including a lien) of an entity other than the estate only if:

- (1) Applicable nonbankruptcy law would permit a sale of such property free of the interest;
- (2) The other entity consents;
- (3) The interest is a lien and the sale price is greater than the aggregate value of all liens on such property;
- (4) The interest is in bona fide dispute; or
- (5) The entity could be compelled in a legal or equitable proceeding to accept a money satisfaction of such interest.

The language of section 363(f) is in the disjunctive, that is, the sale free of the interest may occur if any one of the conditions of section 363(f) has been met.

15. Here, the Purchase Price is greater than the aggregate value of all liens on the Property, and Debtor believes that First-Citizens will consent to the sale.

16. The Debtor further requests that the Court designate Buyer as a good faith purchaser for purposes of Section 363(m) of the Bankruptcy Code. Such designation can be made by a Bankruptcy Court in the context of a sale of assets of a debtor when it has been established that the proposed purchaser is an unrelated third party, not affiliated with or having any insider relationship with the debtor, and when the proposed transaction is for fair value and is the result of arm’s length

negotiations between the parties. See *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143 (3d Cir. 1986).

17. With respect to the proposed transaction, the Debtor submits that the Buyer meets the qualifications for designation as a good faith purchaser in that the Buyer is an unrelated third party without any insider relationship with the Debtor or its representatives and has negotiated in good faith and at arm's length with the Debtor.

WHEREFORE, the Debtor respectfully requests that the Court grant this Motion and enter an order providing relief as requested herein, including waiving the stay under Fed. Bankr. R. 6004(h), and grant such other and further relief as may be just and proper.

RESPECTFULLY SUBMITTED this 1st day of October, 2018

By: /s/ Will B. Geer  
Will B. Geer  
Georgia Bar No. 940493

333 Sandy Springs Circle, NE, Suite 225  
Atlanta, Georgia 30328  
(678) 587-8740 (telephone)  
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Attorney for the Debtor and Debtor-in-possession

EXHIBIT "A" FOLLOWS



# Contract for the Purchase and Sale of Commercial Real Property

Offer Date: September 25, 2018

This **Contract for the Purchase and Sale of Real Property** (the "Contract") is made as of the Acceptance Date described herein by and between Dr. Gregory Zakers Principal  
Clinica Alianza Latina Inc, hereinafter called "Buyer," and  
Dr. James Walker President Ideal Development Corporation, hereinafter called "Seller," for the hereinafter described Property, and in consideration of the mutual promises contained herein.

## 1. PROPERTY DESCRIPTION

Seller agrees to sell, and Buyer agrees to purchase from Seller, the land, described as follows: [check all that apply]

- property address: 550 Fairburn Road, Suites B2 B3 B4, Atlanta, GA 30331;
- more particularly described on the Legal Description Exhibit attached hereto;
- identical to the legal description for the property contained in the deed recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, et seq., \_\_\_\_\_ County, Georgia records;
- Land Lot(s) \_\_\_\_\_ of the \_\_\_\_\_ District, \_\_\_\_\_ Section/ GMD, Lot \_\_\_\_\_, Block \_\_\_\_\_, Unit \_\_\_\_\_, Phase/Section \_\_\_\_\_ of \_\_\_\_\_ Subdivision /Development, \_\_\_\_\_ County, Georgia according to the plat recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, et seq., \_\_\_\_\_ County, Georgia records;

together with all permits, privileges, rights, members, and appurtenances thereto and together with all improvements, fixtures, personal property, trees, timber and other crops and plants located thereon (the "Property").

## 2. PURCHASE PRICE

The purchase price (the "Purchase Price") of the Property shall be: [check one]

- 375,000.00, US Dollars;
- \_\_\_\_\_, US Dollars, per acre;
- \_\_\_\_\_, US Dollars, per the number of developable square feet.

For the purposes of this Contract, "developable square feet" ("DSF") shall mean net square feet calculated from square footage as shown on the Survey hereinafter described.

The Purchase Price shall be payable as set forth below. If the Purchase Price is a "per acre" or "DSF" price, the exact acreage of the Property shall be determined by a survey to be prepared at Buyer's expense by a reputable registered land surveyor selected by Buyer, and the Purchase Price of the Property shall be determined by multiplying the price per acre/DSF by the total number of acres/square feet and/or fractions thereof as determined by the survey.

## 3. EARNEST MONEY

A good faith deposit of Ten Thousand (non-refundable) US Dollars (US\$ 10,000.00) (the "Earnest Money") shall be payable to McMichael & Gray, Attorneys at Law (Escrow Agent) in the form of a  check;  certified funds;  money order; or,  cash. Said funds shall be deposited into Escrow Agent's trust account as set out below. If the trust account is an interest bearing account, Escrow Agent shall be entitled to the interest. The amount of the good faith Earnest Money deposit identified above, if any, shall be applied toward the Purchase Price at closing.

**3.1. Payment of Earnest Money-** [check one]

- Buyer has remitted the Earnest Money to Escrow Agent, and Escrow Agent shall deposit same into a trust account within three (3) banking days from the date Escrow Agent receives an original or copy of the Accepted (as hereinafter defined) Contract; **or**
- Buyer has not remitted the Earnest Money to Escrow Agent, but shall remit same to Escrow Agent within 3 days from the date of Acceptance of this Contract and Escrow Agent shall deposit same into a trust account within 3 banking days from the date of receipt of the deposit and a copy or original of the Accepted Contract. In the event said payment is not timely remitted, Seller shall be promptly notified by Escrow Agent and Seller shall have the rights and remedies set out in this section.

**3.2. Buyer's Failure to Remit Earnest Money-** Regardless of whether the payment was remitted prior to Acceptance or on or before an agreed upon date thereafter, if the method of presentation is not honored by the institution upon which it was drawn, Escrow Agent shall promptly notify Buyer and Seller and the amount of the agreed upon Earnest Money deposit shall be paid by certified check or other collected funds to Escrow Agent within three (3) days of notice from Escrow Agent. If Buyer fails to do so, Seller shall have the rights and remedies set out in this section.

Notwithstanding the above, in the event the Earnest Money is not remitted to Escrow Agent as set out above, the Earnest Money is no longer a part of this Contract and Seller may:

- 3.2.1.** Unilaterally terminate this contract within three (3) days of receipt of notice from Escrow Agent, thereby releasing Buyer and Seller from any further obligations or responsibilities to the other; or,
- 3.2.2.** Demand full performance of all other terms and conditions of the Contract and proceed to Closing

**3.3. Disbursement of Earnest Money:** After receiving reasonable assurance that the bank has credited the deposit to the account where the Earnest Money is being held, the Escrow Agent may (i) disburse the Earnest Money to Buyer if contract is not accepted, unless that issue is disputed; (ii) disburse the Earnest Money for credit to Buyer at Closing; (iii) disburse the Earnest Money to Buyer after Closing if it is not credited towards the purchase price at Closing; (iv) disburse the Earnest Money pursuant to a separate written agreement signed by the parties, agreeing to the terms of disbursement of the Earnest Money; (v) disburse the Earnest Money upon order of a court or arbitrator which has jurisdiction over the matter; or (vi) if Escrow Agent has received notice from any party that the Contract has been terminated or Closing has failed to occur, no more than thirty (30) days after said notice has been received notify all parties of Escrow Agent's disbursement decision. Upon receipt of Escrow Agent's notification of disbursement, a party shall have ten (10) days to object to the disbursement. After receipt of a party's objection, Escrow Agent may change its decision or proceed according to Escrow Agent's original notification, but shall, in any event, notify the parties of said final disbursement.

In addition, if the disbursement of the Earnest Money is in dispute, Escrow Agent may file an action to interplead the Earnest Money to allow a court of competent jurisdiction to decide how it is to be disbursed, and Escrow Agent may disburse Earnest Money as part of the required procedures related to this filing. Additionally, Escrow Agent may deduct any attorney's fees, court costs and other related expenses from the Earnest Money as necessary to reimburse Escrow Agent for costs related to the interpleader action, and Escrow Agent shall be entitled to recover additional costs as described above if Escrow Agent's expenses exceed the amount of the Earnest Money. The party that the court deems to be entitled to the Earnest Money may seek to recover its attorney's fees, court costs and the amount deducted by the Escrow Agent from the party that was not deemed to be entitled to the Earnest Money. In performing any of its duties under this Contract, Escrow Agent shall not be liable for any loss, cost or damage which may incur as a result of serving as Escrow Agent hereunder, except for any loss, cost or damages arising out of its willful default or gross negligence. The parties agree to release Broker from liability for any costs, fees, or damages resulting from Escrow Agent's duties described herein.

If no objection to the disbursement of the Earnest Money is received by Escrow Agent prior to the disbursement of the Earnest Money, the right to object to said disbursement shall be deemed waived by the parties.

In any case in which the Earnest Money is provided herein to be returned to Buyer, then nevertheless One Hundred US Dollars (US\$100.00) thereof shall be paid to or retained by Seller and deducted from the amount due Buyer. The Seller's amount shall belong to Seller in any and all events and shall in effect constitute option money, making this Contact binding even if any conditions or provisions herein are entirely with the discretion or control of Buyer for certain time periods.

**4. PAYMENT OF THE PURCHASE PRICE**

The Purchase Price, as adjusted by the prorations below, shall be paid by Buyer in cash, through financing or other means at Closing as follows: [check one]

- The entire Purchase Price shall be paid in full to Seller at Closing in cash, wire transfer or by certified or bank check or any other form of immediately available funds; **or**
- \_\_\_\_\_ percent of the Purchase Price shall be payable in cash, wire transfer or by certified or bank check or any other form of immediately available funds at Closing. The remaining balance (if any) of the Purchase Price shall be evidenced by a purchase money note (the "Purchase Money Note") and secured by a purchase money security deed or deed to secure debt (the "Purchase Money Security Deed") encumbering the Property and containing the terms described in the Purchase Money Note and Security Deed Exhibit.

**5. EXPENSES RELATED TO CLOSING**

**5.1. Closing Costs.** Seller shall pay the transfer tax applicable to this transaction. Buyer shall pay the cost of recording the deed and Purchase Money Security Deed and the intangibles tax, if any, on the Purchase Money Note and Purchase Money Security Deed. Each Party shall pay its own attorney's fees. Buyer shall pay the costs of its title examination, title insurance and any survey Buyer obtains.

**5.2. Taxes.** Ad valorem taxes assessed against the Property for the year in which the Closing occurs shall be prorated as of the day of Closing. If the proration is not based on the actual tax bill for the year of Closing, and the estimate upon which the prorations were based is found to be inaccurate after closing because the actual amount of the charge exceeded or was less than the estimate, the parties agree to re-prorate, between themselves, any difference resulting from said change. The entire tax bill for the year of Closing shall be paid by the Party indicated on the closing statement, and such Party shall provide to the other proof of payment prior to delinquency and a statement of any adjustment to the proration. If the other Party receives the tax bill, it shall immediately forward it to the Party obligated to pay it.

**5.3. Utilities.** Utilities (if applicable), including but not limited to water, sewer, gas, electricity, trash removal and fire protection service, shall be terminated as of the date of Closing and Seller shall be responsible for the payment of any and all amounts due with respect to such utilities and Buyer shall not be liable therefore. All other expenses relating to the Property up to the Closing Date and all periods prior thereto including those required by any contract or agreement for any services to the Property and those incurred or ordered by Seller or Seller's agents, including but not limited to cost of maintenance, insurance and administrative expenses, shall be paid for by Seller and Buyer shall not be liable therefore.

**5.4. Assessments.** If, as of the date of Closing, the Property or any part thereof shall be or shall have been affected by any assessment or assessments which are or may become payable, such assessments shall be prorated at the Closing for the year of Closing only.

**6. CLOSING**

Unless amended mutually by the parties, the closing of this transaction shall take place on Wed, 10/31/18, 2018, at a mutually agreed upon time (the "Closing"). Said Closing shall be at the office of McMichael & Gray, PC Attorneys at Law located at/in 3490 Piedmont Rd, ATL, Georgia (the "Closing Attorney"). If Closing Attorney is unavailable or unacceptable to Buyer's lender or title insurance company, then [check one]  Buyer **or**  Seller **or**  Buyer's lender **or**  Buyer's title insurance company shall have the right to select a different Closing Attorney. Possession of the Property shall be granted [check one]  at Closing or  \_\_\_\_\_ days after the Closing at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

## 7. TITLE

Seller is the owner of the Property. Seller shall convey good, marketable and insurable title to the Property to Buyer by limited warranty deed, which shall expressly be made subject only to the matters approved or waived by Buyer as set forth below. The title shall be subject to current and future ad valorem property taxes and any existing general utility easements serving the Property only. The Property shall not be subject to any (i) Security Deed, deed to secure debt, deed of trust, security agreement, judgment, lien or claim of lien, or any other title exception or defect that is monetary in nature, Seller hereby agreeing to pay and satisfy of record any such title defects or exceptions prior to or at Closing at Seller's expense, or (ii) any leases, rental agreements or other rights of occupancy of any kind, whether written or oral. As to any other title exceptions or defects not covered by the preceding two sentences, such as easements or restrictions, and as to matters of survey, Buyer shall have until 11:59 p.m. 14 days after the Acceptance Date of this Contract by which to examine title to the Property and to give Notice (as defined herein) to Seller of any objections which Buyer may have. If Buyer fails to give any Notice to Seller by such date, Buyer shall be deemed to have waived this right to object to any other title exceptions or defects. If Buyer does give Seller Notice of objection to any other title exceptions or defects, Seller shall then have the right, but not the obligation, for a period of 7 days after such Notice to either cure or satisfy such objection and to provide Buyer with proof of the cure or satisfaction, or to give Buyer Notice that Seller does not intend to cure or satisfy the objection ("Seller's No Cure Notice"). If the objection is not so satisfied by Seller, then Buyer shall have the right to Terminate (as defined herein) this Contract by Notice to Seller, in which case the Earnest Money shall be returned to Buyer. Buyer shall have the right at any time during the term of this Contract to waive any objections that it may have made and thereby to preserve this Contract in effect.

Upon receipt of Seller's No Cure Notice, Buyer shall either exercise or waive such right to Terminate by Notice to Seller within 7 days after such Notice from Seller (and Buyer's failure to respond timely shall constitute a waiver of the objection not cured by Seller). If Seller does so cure or satisfy the objection, then this Contract shall continue in effect. Seller agrees not to further alter or encumber in any way Seller's title to the Property after the Acceptance Date of this Contract.

## 8. SURVEY AND INSPECTION

Buyer and Buyer's agents, employees and independent contractors shall have the right and privilege to enter upon the Property prior to and including the date of Closing to survey and inspect the Property and to conduct soil borings and other geological, engineering, or landscaping tests or studies, all at Buyer's sole cost and expense. The right shall be exercised after Notice to Seller and after Buyer has provided to Seller (i) a certificate of liability insurance with at least [check one]  US\$ \_\_\_\_\_ or  US\$1,000,000.00 single limit coverage naming Seller as an additional insured and (ii) lien waivers from all persons or entities hired by Buyer to perform any work on the Property. Buyer hereby covenants and agrees to indemnify and hold harmless Seller from any and all loss, liability, costs, claims, demands, damages, actions, causes of actions, and suits arising out of or in any way manner related to the exercise by Buyer of Buyer's rights under this paragraph.

## 9. FEASIBILITY PERIOD

The Buyer's obligations under this Contract are subject to and conditioned upon Buyer's investigation and study of the Property and satisfaction with all aspects thereof deemed relevant by Buyer, including, but not limited to: the zoning of the Property; the availability of financing; the appraised value of Property; the soil conditions of and availability of all utilities to the Property in adequate capacities and at appropriate locations; access to the Property by public roads; the availability of all approvals and permits required for use of the Property; and economic and feasibility studies of the Property. Buyer shall have until N/A days after the Acceptance Date of this Contract (the "Feasibility Period") in which to make such investigations and studies with respect to the Property as Buyer deems appropriate and to Terminate this Contract by Notice to Seller if any aspect of the Property or matter in any way related thereto is not, for any reason whatsoever, satisfactory to Buyer, in Buyer's sole discretion. If Buyer fails to give any Notice prior to the end of the Feasibility Period, then such conditions shall be deemed to have been waived by Buyer and this Contract shall remain in full force and effect without any longer being subject to this paragraph. If Buyer does give Notice of Termination, the Earnest Money shall be refunded to Buyer, and Buyer shall promptly provide to Seller, without charge, copies of any reports, surveys, drawings, tests or other written documents obtained by Buyer with respect to the Property.

#### **10. SELLER'S REPRESENTATIONS AND WARRANTIES**

Except for the Seller's representations and warranties set forth on the attached Seller's Warranties and Representations Exhibit, if any, the Property shall be transferred on an "AS-IS" and "WHERE IS" basis, with all faults, and without representation of any kind, all of which Buyer acknowledges.

#### **11. BUYER'S REPRESENTATIONS AND WARRANTIES**

Buyer and any person executing this Contract on behalf of Buyer have the full right, power and authority to purchase the Property as provided in this Contract and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Contract and to carry out its obligations hereunder have been, or by the Closing will have been taken.

#### **12. SELLER PRECLOSING DOCUMENTS**

Within N/A days of the Acceptance Date of this Contract, Seller shall deliver to Buyer copies of the documents and materials set forth on the attached Buyer's Preclosing Materials Exhibit (collectively the "Preclosing Documents"), Buyer and its representatives shall hold in the strictest confidence all data and information obtained from Seller with respect to the Property which Seller specifically requests be held confidential, including but not limited to the Preclosing Documents, and may not disclose the same to others. In the event this Contract is terminated for any reason other than a Seller default, Buyer shall return to Seller all the Preclosing Documents.

#### **13. ADDITIONAL DOCUMENTS**

Each Party shall deliver to the other Parties appropriate evidence to establish the authority of such Party to enter into and close the transaction contemplated hereby. Seller shall also deliver to Buyer at Closing Seller's limited warranty deed and an affidavit of title with respect to the Property in form satisfactory to Buyer's title insurer to issue title insurance without exception for mechanic's, materialmen's or other statutory liens or for the rights of parties in possession. Seller shall provide to Buyer at least 7 days prior to Closing reasonable evidence that Seller is not a foreign person against whom withholding is required under the Internal Revenue Code, without which Buyer shall withhold as required. In addition, the Parties shall deliver at Closing any documents/items indicated on the Additional Closing Documents Exhibit, if attached hereto.

#### **14. EMINENT DOMAIN**

If, after the Acceptance Date of this Contract and prior to Closing, Seller receives notice of the commencement or threatened commencement of eminent domain or other like proceedings against the Property or any portion thereof, Seller shall immediately give Notice thereof to Buyer. Within thirty (30) days of Seller's notification to Buyer, Buyer shall elect by Notice to Seller either (i) to Terminate this Contract, in which event the Earnest Money shall be refunded to Buyer, or (ii) to close the transaction contemplated hereby in accordance with its terms but subject to such proceedings, in which event the Purchase Price shall not be reduced but Seller shall assign to Buyer Seller's rights in any condemnation award or proceeds. If Buyer does not give Notice timely, Buyer shall be deemed to have elected to close the transaction contemplated hereby in accordance with this paragraph.

#### **15. DESTRUCTION OF IMPROVEMENTS**

If all or any material part of the improvements, if any, on the Property is destroyed or damaged (excluding natural wear and tear) prior to Closing, Seller shall give Notice to Buyer of such damage or destruction and of Seller's insurance coverage. Within thirty (30) days of Seller's notification to Buyer, Buyer shall elect by Notice to Seller either (i) to Terminate this Contract, in which event the Earnest Money shall be refunded to Buyer, or (ii) to close the transaction contemplated hereby, in which event the Purchase Price shall not be reduced but Seller shall assign to Buyer Seller's rights in any insurance proceeds paid or payable to Seller in connection with such damage or destruction. If Buyer does not give Notice timely, Buyer shall be deemed to have elected to close the transaction contemplated hereby in accordance with this paragraph. Seller agrees until Closing to maintain any improvements in their existing condition, natural wear and tear and damage by condemnation, fire or other casualty excepted, and to preserve in effect all existing insurance on the improvements.

#### **16. DEFAULT**

A party shall be in default if he or she breaches any term of this Contract. Except as otherwise stated herein, neither Seller nor Buyer shall be deemed to be in default hereunder, however, until and unless such party has

been given written notice of its failure to comply with the terms of this Contract and thereafter does not cure such failure within three (3) banking days after receipt of such notice.

**16.1. Buyer's Default.** Buyer's default under any of the terms of this Contract may result in Seller's termination of this Contract, together with Seller's exercise of all rights and remedies available under the law, including, but not limited to, Buyer's forfeiture of earnest money deposits and law suits for damages. Seller may either accept the Earnest Money as full liquidated damages or bring legal action for actual damages, it being agreed by the parties that the actual damages are impossible to calculate. Seller's right to retain the Earnest Money is intended not as penalty, but as full liquidated damages pursuant to Official Code of Georgia Annotated, §13-6-7.

**16.2. Seller's Default.** If this transaction shall not be closed because of default of Seller, the Earnest Money shall, at Buyer's election, be refunded to Buyer, and, after repayment of the Earnest Money to Buyer, this Contract shall be null and void and neither Seller nor Buyer shall have any further rights or obligations hereunder; or Buyer shall have the right to sue for specific performance of this Contract, provided that such specific performance remedy shall be available to Buyer only upon Buyer's full satisfaction of each of Buyer's obligations under this Contract, including without limitation Buyer's obligation to deliver the Earnest Money and delivering sufficient proof to the Closing Attorney and Seller that Buyer is ready, willing and able to close this transaction. The option selected by Buyer shall be Buyer's sole and exclusive remedy, and in no event shall Buyer be entitled to damages.

**16.3. Broker's Commission.** By signing this Contract Buyer and Seller acknowledge and agree that Broker has performed a valuable third party service to Buyer and Seller. The terms of this Contract shall in no way alter or amend the terms of any separate written brokerage or other agreement between a Broker and Seller or Broker and Buyer, and Broker's remedy against a defaulting party with whom Broker has a separate written agreement shall be governed by the terms of that agreement. If, however, a defaulting party does not have a written agreement with a Broker, and that Broker is involved in this transaction as evidenced by a signed written agreement between Broker and the party they represent, each such Broker shall be entitled to collect from the defaulting party the full amount of commission to which the Broker would have been entitled had the Closing taken place. The defaulting party's payment of commission is intended not as penalty, but as full liquidated damages pursuant to Official Code of Georgia Annotated, §13-6-7.

## 17. BROKER AND BROKER'S COMMISSION

**17.1.** By signing below, all parties represented by a Broker acknowledge that no Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et seq., and further:

**17.2.** Seller and Buyer each hereby represents and warrants to the other that he/she/they have not dealt with any real estate Broker, agent or salesperson (other than Seller's Broker or Buyer's Broker, as hereinafter defined) so as to create any legal right or claim in any such Broker, agent or salesperson for a commission or similar fee or compensation with respect to the negotiation and/or consummation of this Contract. Buyer and Seller acknowledge that they are not represented by a Broker unless they have signed a brokerage agreement with said Broker. If any party hereto is not represented by a Broker, that party acknowledges full responsibility for protecting his/ her/their own interests.

**17.3.** Any commission or other compensation due to a Broker shall be paid according to the terms of a separate agreement between Broker and Buyer, Broker and Seller, or both.

**17.4.** Buyer and Seller expressly acknowledge that Broker is not an expert in matters relating to the condition of the Property and the surrounding neighborhood, including, but not limited to, any structural, safety, title, environmental, financial, tax, legal or health concerns, or issues regarding the surrounding community, future or current real estate development, or municipal services offered to local residents, and has given no advice nor made any representations in regard thereto upon which Buyer or Seller have relied. All parties hereby release any Broker and any affiliated agent and employee from any cost, expense or liability that may result from their reliance on any perceived advice given with respect to the foregoing. If liability is found to exist under the standard of care or conduct required of Broker or its affiliated licensee, their liability is limited to the amount of commission actually received in this particular transaction.

**17.5. Material Relationships-** Neither the Broker nor Broker's affiliated licensees have a material relationship with Seller or Buyer except as follows: James T. Walker is a licensed real estate agent (#268884) in Georgia and President of Ideal Development Corporation.

**17.6. Buyer's Broker-** The Buyer's Broker identified on the signature page of this Contract is the Broker assisting the Buyer, regardless of whether the Buyer is a customer or a client as defined under Georgia law. It includes the agent or agents of the Broker who are involved in this particular transaction. The Buyer's Broker is [check one]:

- representing the Buyer as a client under a written brokerage agreement; **or**
- representing the Buyer as a customer, performing only ministerial acts; **or**
- acting as a dual agent, with responsibilities to both Seller and Buyer, as described more fully below; **or**
- acting as a designated agent, with responsibilities to both Seller and Buyer, as described more fully below.

**17.7. Seller's Broker-** The Seller's Broker identified on the signature page of this Contract shall refer collectively to all persons assisting the Seller, regardless of whether the Seller is a customer or client as defined under Georgia law. It includes the agent or agents of the Broker who are involved in this particular transaction. The Seller's Broker is [check one]:

- representing the Seller as a client under a written brokerage agreement; **or**
- representing the Seller as a customer, performing only ministerial acts; **or**
- acting as a dual agent, with responsibilities to both Seller and Buyer, as described more fully below; **or**
- acting as a designated agent, with responsibilities to both Seller and Buyer, as described more fully below.

**17.8. Dual Agent-** "Dual agent" means a Broker who simultaneously has a client relationship with both Seller and Buyer in the same real estate transaction. O.C.G.A. §10-6A-3(10). By checking the dual agent box above, the parties acknowledge that they have consented to a dual agency and acknowledge that their interests may sometimes be adverse. If the parties have agreed to allow a Broker to act as a dual agent, that Broker will not disclose to another party any information a client has asked the Broker to keep confidential, or which would negatively affect that party's bargaining position, unless the disclosure is required by law.

**17.9. Designated Agent-** "Designated agent" means one or more licensees affiliated with a Broker who are assigned by the Broker to represent solely one client to the exclusion of all other clients in the same transaction and to the exclusion of all other licensees affiliated with the Broker. O.C.G.A. §10-6A-3(9). By checking the designated agent box above, the parties acknowledge that they have consented to a designated agency and acknowledge that N/A will work exclusively with Buyer as Buyer's designated agent and N/A will work exclusively with the Seller as Seller's designated agent.

## 18. NOTICES

Any notice, request or other communication required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight courier (such as United Parcel Service or Federal Express), sent by facsimile, sent by electronic mail ("email") or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier delivery, email, confirmed facsimile transmission, deposit with such overnight courier for next business day delivery, or deposit in the United States mail, but the time period (if any is provided herein) in which to respond to such notice shall commence on the date of hand or overnight courier delivery or on the date received following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving at least five (5) banking days' prior written notice thereof, any party may from time to time and at any time change its mailing address hereunder. Any notice of any party may be given by or to such party's counsel or Broker as long as it is signed by the appropriate party. The parties' respective mailing and email addresses for notice purposes are indicated after the parties' signatures below. Telephone numbers are given for convenience of reference only. Notice by telephone shall not be effective.

## 19. ASSIGNMENT OF CONTRACT

The rights of Buyer under this Contract are assignable in whole (but not in part), subject to the following terms and conditions. The assignment shall be in writing, and the assignee shall assume and agree to observe and perform all of the obligations and duties of Buyer under this Contract; provided; however, that Buyer shall remain fully and primarily liable hereunder. No assignment shall be effective until Seller has received a Notice thereof including the assignee's address and true and complete copies (certified as such by Buyer and the assignee) of any and all documents involved in the assignment. After receipt of such Notice, Seller shall deal in all respects with the assignee as "Buyer" under this Contract. Seller acknowledges that after Notice of an assignment, the new Buyer may designate the original Buyer as an additional address for Notices subject to and in accordance with this Contract. This Contract shall not be assignable by Buyer without the express written permission of Seller in the event Seller is providing purchase money financing to Buyer.

Seller may transfer the Property in whole (but not in part), but such transfer shall be subject to, and the transferee shall assume, this Contract, and the document of transfer shall so indicate. Seller agrees immediately to give Notice to Buyer of any such transfer and the transferee's address to Buyer, which Notice shall be accompanied by true and complete copies (certified as such by Seller and the transferee) of the conveyance documents involved in the transfer. After receipt of such Notice, Buyer shall deal in all respects with the transferee as "Seller" under this Contract. Buyer acknowledges that after Notice of a transfer, the new Seller may designate the original Seller as an additional address for Notices subject to and in accordance with this Contract.

## 20. MISCELLANEOUS

The Buyer and Seller covenant and agree with each other that:

- 20.1.** The provisions of this Contract shall extend to and be binding on the respective heirs, executors, administrators and successors of each party hereto;
- 20.2.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall nonetheless remain in full force and effect;
- 20.3.** The section headings appearing in this Contract are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof;
- 20.4.** This Contract, including any Exhibits attached hereto, contain the entire agreement between the parties pertaining to the subject matter hereof and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter;
- 20.5.** This Contract shall be governed by and interpreted under the laws of the State of Georgia;
- 20.6.** Time is of the essence of this Contract.
- 20.7.** Unless expressly agreed otherwise in this Contract or unless provided otherwise in any other document executed by Seller and Buyer at or prior to closing, the provisions of this Contract shall survive closing.
- 20.8.** The form of this Contract is provided as a convenience. All parties to this Contract have the obligation to seek independent legal advice as to whether this form protects their rights and fulfills their expectations.
- 20.9.** This Contract may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties.
- 20.10. Definitions:**
  - 20.10.1. Acceptance or Accepted:** Prior to an Offer being withdrawn, revoked or terminated, in writing and in accordance with any provision of this Contract, if the receiver of an Offer accepts it exactly as presented, without modification, provided Acceptance is communicated, in writing, to the party making the Offer;
  - 20.10.2. Banking Days:** Monday through Friday, excluding federal holidays;



**20.10.3. Broker:** "Broker" means any individual or entity issued a broker's real estate license by the Georgia Real Estate Commission pursuant to O.C.G.A. § 43-40. The term "Broker" includes the Broker's affiliated licensees except where the context would otherwise indicate;

**20.10.4. Buyer:** The term "Buyer" used herein shall refer collectively to all persons named above and signing this Contract as Buyer, and the liability of each such person shall be joint and several. Notice given by Seller to any person named as Buyer, or by any such person to Seller, shall bind all persons signing this Contract as Buyer;

**20.10.5. Buyer's Broker:** Broker assisting the Buyer regardless of whether the Buyer is a customer or a client in accordance with Georgia law. It includes the agent or agents of the Broker who are involved with this particular transaction;

**20.10.6. Inspection:** Includes any and all inspections regardless of whether by the Buyer individually or by a licensed (where required by law) or other third party inspector selected by Buyer; it includes all types of land surveys relating to real property; and, it includes any and all other types of borings, examinations, samplings, testings, and other reviews;

**20.10.7. Offer:** A proposal to purchase or sell the Property which, upon Acceptance, will result in a binding contract. An Offer includes any counteroffer made in result of an Offer. Any counteroffer automatically terminates the Offer being countered;

**20.10.8. Party:** The term "Party" as used herein shall refer to each person named herein as Buyer or Seller and shall not include any Broker or other third party named in this Contract.

**20.10.9. Seller:** The term "Seller" used herein shall refer collectively to all persons named above and signing this Contract as Seller, and their successors and/or assigns. Notice given by Buyer to any person named as Seller, or by any such person to Buyer, shall bind all persons signing this Contract as Seller;

**20.10.10. Seller's Broker:** Brokers assisting the Seller regardless of whether the Seller is a customer or client in accordance with Georgia law. It includes the agent or agents of the Broker who are involved with this particular transaction.

**20.10.11. Terminate or Termination:** "Terminate" or "Termination" shall mean the termination of this Contract pursuant to a right to do so provided herein. Upon Termination, the Earnest Money shall be disbursed as provided herein, and the Parties shall have no further rights or duties under this Contract except as expressly provided herein.

**21. EXHIBITS**

**The following exhibits are attached to and made a part of this Contract.** The provisions of any exhibit attached to this contract and referenced below, shall prevail if in conflict with the provisions of the Contract:

- Legal Description Exhibit
- Purchase Money Note and Security Deed Exhibit
- Seller's Warranties and Representations Exhibit
- Survey Requirements Exhibit
- Buyer's Due Diligence Materials Exhibit
- Contingency for Zoning Exhibit
- Letter of Credit as Earnest Money Exhibit
- Seller's Right to Remove Existing Structures Exhibit
- Seller's Right to Occupy Existing Structure After Closing Exhibit
- Exchange of Property Exhibit
- Easements Benefitting Seller's Adjacent Land Exhibit
- Easements Benefitting the Property Exhibit
- Additional Closing Documents Exhibit
- Appraisal Contingency Exhibit
- Financing Contingency Exhibit
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

Only those exhibits which are attached hereto and are marked above made a part of this Contract.

**22. Special Stipulations** (provisions of any stipulation included in this contract shall prevail if in conflict with the provisions of this Contract, including any exhibit attached hereto):

- 1) **Seller & Buyer are representing themselves in this transaction and no Real Estate Brokerage is engaged or due a commission.**
- 2) **A \$10,000 earnest money (EM) cashiers check (payable to escrow agent McMichael & Gray, PC) is due from Buyer no later than Friday, 9/28/18. The EM becomes "Hard" (i.e. non-refundable) if this transaction does not close by 10/31/18 & becomes property of Seller.**
- 3) **At Buyers sole discretion this transaction may be financed or purchased all cash. If financed, it is the Buyers responsibility to become qualified and meet all underwriting conditions of the Lender within the time frame set forth in this agreement.**
- 4) **Buyer has 7 days from binding agreement date to notify Seller in writing of their lender of choice if they choose to finance the property. Buyer has 14 days from binding agreement date to submit all documents for underwriting approval or they will be in default of this agreement. Buyer has 7 days to cure this default or Seller may terminate this agreement and EM will be forefited and become property of Seller.**
- 5) **The finance, appraisal and inspection contingencies are removed from this agreement.**
- 6) **At Sellers sole discretion the closing date may be extended an additional 30 days (11/30/18). The extension will be granted only if Buyer delivers by 10/30/18 an additional \$10,000 EM cashiers check. This second EM cashiers check becomes "Hard" (i.e. non-refundable) and property of Seller if this transaction does not close on or before 11/30/18.**
- 8) **Seller will pay zero dollars at closing and Buyer will pay all closing cost (100%) plus any taxes (as stated in Buyers/Tenants Lease agreement).**
- 9) **Seller agrees to waive all outstanding & unpaid late/default fees & penalties listed in Invoice**

**dated June 18, 2015 for \$21,278.87 and in signed lease dated August 1, 2018. If the transaction does not close in 60 days the total invoice will be added to the \$375,000 Sales price.**

- 10) **Seller and Buyer agree that \$17,500 in recent legal fees are included in the sales price only if this transaction closes on or before before 11/30/18. The fees were paid by Seller for legal counsel to represent Seller in a Court hearing plus legal fees to prevent a foreclosure. Sellers Lender, First Citizens Bank has accelerated the mortgage payoff because the Buyer/Tenant did not pay rent/mortgage on time for 10 months.**
- 11) **At Sellers sole discretion Seller may grant Buyer an additional 14 day extension to close after 11/30/18 and the \$17,500 will be added to the \$375,000 sales price increasing it to \$392,500 plus the \$21,278.87 invoice increasing sales price to \$413,778.87. An additional EM deposit may also be required.**
- 12) **This sale is subject to approval by the US Bankruptcy Court (Chapter 11), Northern District**

**of Georgia.**

**Check here if additional Special Stipulations are attached.**

This Offer is open for Acceptance until 6 o'clock p.m. on Wed, Sept 26, 2018. An Acceptance after that time shall be considered a counteroffer.

The Offer is hereby Accepted, with notice in the form of an executed contract being properly delivered to the party making the last offer, at o'clock m. on , 2018.

All Names should be both signed and printed.

Buyer:

> \_\_\_\_\_

Dr. Gregory Zakers Principal  
Buyer Printed Name

> \_\_\_\_\_

Clinica Alianza Latina Inc  
Buyer Printed Name

6785953064 /  
Buyer Phone Number Buyer Fax Number

gregzakers@aol.com  
Buyer Email Address

550 Fairburn Rd, Suite B2-4  
Buyer Address

Atlanta GA 30331  
Buyer City State Zip

Seller:

> \_\_\_\_\_

Dr. James Walker President  
Seller Printed Name

> \_\_\_\_\_

Ideal Development Corporation  
Seller Printed Name

4042818052 /  
Seller Phone Number Seller Fax Number

idealsuites@gmail.com  
Seller Email Address

2797 Campbellton Rd, STE A  
Seller Address

Atlanta GA 30311  
Seller City State Zip

Buyer's Broker:

N/A /  
Name of Brokerage Firm Broker Code

/  
Brokerage Phone Number Brokerage Fax Number

> \_\_\_\_\_

N/A  
Agent Printed Name

/  
Agent Phone Number Agent Fax Number

Agent Email Address

Required License Number(s):

/  
Broker's License Number Agent's License Number

MLS Listing # N/A

Seller's Broker:

N/A /  
Name of Brokerage Firm Broker Code

/  
Brokerage Phone Number Brokerage Fax Number

> \_\_\_\_\_

N/A  
Agent Printed Name

/  
Agent Phone Number Agent Fax Number

Agent Email Address

Required License Number(s):

/  
Broker's License Number Agent's License Number

MLS Listing # N/A

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

IN RE: IDEAL DEVELOPMENT CORPORATION

CASE NO: 18-63172-pmb

**DECLARATION OF MAILING  
CERTIFICATE OF SERVICE**

Chapter: 11

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On 10/1/2018, I did cause a copy of the following documents, described below,

Motion to Sell Real Property Pursuant to 11 U.S.C. sec. 363 and Fed. R. Bankr. P. 6004 and Notice of Hearing

to be served for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing matrix exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

I caused these documents to be served by utilizing the services of BK Attorney Services, LLC d/b/a certificateofservice.com, an Approved Bankruptcy Notice Provider authorized by the United States Courts Administrative Office, pursuant to Fed.R. Bankr.P. 9001(9) and 2002(g)(4). A copy of the declaration of service is attached hereto and incorporated as if fully set forth herein.

Parties who are participants in the Courts Electronic Noticing System ("NEF"), if any, were denoted as having been served electronically with the documents described herein per the ECF/PACER system.

DATED: 10/1/2018

/s/ Will B. Geer

Will B. Geer 940493

Wiggam & Geer, LLC

333 Sandy Springs Circle, NE, Suite 225

Atlanta, GA 30328

678 587 8740

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

IN RE: IDEAL DEVELOPMENT CORPORATION

CASE NO: 18-63172-pmb

**CERTIFICATE OF SERVICE  
DECLARATION OF MAILING**

Chapter: 11

On 10/1/2018, a copy of the following documents, described below,

Motion to Sell Real Property Pursuant to 11 U.S.C. sec. 363 and Fed. R. Bankr. P. 6004 and Notice of Hearing

were deposited for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing matrix exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have served the above referenced document (s) on the mailing list attached hereto in the manner shown and prepared the Declaration of Certificate of Service and that it is true and correct to the best of my knowledge, information, and belief.

DATED: 10/1/2018



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Jay S. Jump  
BK Attorney Services, LLC  
d/b/a certificateofservice.com, for  
Will B. Geer  
Wiggam & Geer, LLC  
333 Sandy Springs Circle, NE, Suite 225  
Atlanta, GA 30328

CASE INFO

LABEL MATRIX FOR LOCAL NOTICING  
113E1  
CASE 18-63172-PMB  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA  
MON OCT 1 18-07-45 EDT 2018

ALLY BANK  
PO BOX 130424  
ROSEVILLE MN 55113-0004

ALLY FINANCIAL INC  
CT CORPORATION  
1201 PEACHTREE ST NE  
ATLANTA GA 30361-6329

ATTN BMW BANK OF NORTH AMERICA  
DEPARTMENT  
AIS PORTFOLIO SERVICES LP  
ACCOUNT- XXXXXX1819  
4515 N SANTA FE AVE DEPT APS  
OKLAHOMA CITY OK 73118-7901

ATTN BMW BANK OF NORTH AMERICA  
DEPARTMENT  
AIS PORTFOLIO SERVICES LP  
ACCOUNT- XXXXXX7053  
4515 N SANTA FE AVE DEPT APS  
OKLAHOMA CITY OK 73118-7901

BMW BANK OF NORTH AMERICA  
4515 N SANTA FE AVE DEPT APS  
OKLAHOMA CITY OK 73118-7901

BMW FINANCIAL SERVICES NA LLC  
4515 N SANTA FE AVE DEPT APS  
OKLAHOMA CITY OK 73118-7901

BMW FINANCIAL SERVICES NA LLC  
CO CT CORPORATION SYSTEMS  
289 S CULVER ST  
LAWRENCEVILLE GA 30046-4805

BERKELY MEDICAL CENTER PC  
550 FAIRBURN ROAD  
SUITE B2 B3 B4  
ATLANTA GA 30311

RON C BINGHAM II  
ADAMS AND REESE LLP  
SUITE 450  
3424 PEACHTREE ROAD NE  
ATLANTA GA 30326-1146

BUTNER LEARNING CENTER  
2125 COUNTY LINE ROAD SW  
ATLANTA GA 30331-6556

FIRST CITIZENS BANK TRUST CO  
CO CT CORPORATION SYSTEM  
1201 PEACHTREE STREET NE  
ATLANTA GA 30361-3503

FULTON COUNTY TAX COMMISSIONER  
141 PRYOR ST SW 1085  
ATLANTA GA 30303-3444

GEORGIA DEPARTMENT OF REVENUE  
COMPLIANCE DIVISION  
ARCS BANKRUPTCY  
1800 CENTURY BLVD NE SUITE 9100  
ATLANTA GA 30345-3202

WILL B GEER  
WIGGAM GEER LLC  
SUITE 225  
333 SANDY SPRINGS CIRCLE NE  
ATLANTA GA 30328-3866

GEORGIA POWER COMPANY  
CO COURTNEY MCCORMICK  
MCGUIRE WOODS LLP  
50 NORTH LAURA STREET SUITE 3300  
JACKSONVILLE FL 32202-3661

GEORGIA POWER COMPANY  
CO KEVIN PEARSON  
241 RALPH MCGILL BLVD NE BIN 10180  
ATLANTA GA 30308-3374

INTERNAL REVENUE SERVICE  
P O BOX 7346  
2970 MARKET STREET  
PHILADELPHIA PA 19104-5002

DEBTOR

IDEAL DEVELOPMENT CORPORATION  
2797 CAMPBELLTON ROAD  
SUITE A  
ATLANTA GA 30311-4455

INTERNAL REVENUE SERVICE  
P O BOX 7346  
PHILADELPHIA PA 19101-7346

INTERNAL REVENUE SERVICE  
CIO  
PO BOX 7346  
PHILADELPHIA PA 19101-7346

JAMES T WALKER  
4180 ROSWELL ROAD  
ATLANTA GA 30342-3761

MICHAEL C JONES ASSOC LLC  
3330 CUMBERLAND BLVD SUITE 500  
ATLANTA GA 30339-5997

STATE ROAD AND TOLLWAY AUTHORITY  
245 PEACHTREE CENTER AVE  
STE 2200  
ATLANTA GA 30303-1224

SECRETARY OF THE TREASURY  
15TH PENNSYLVANIA AVENUE NW  
WASHINGTON DC 20200

STAPLES CREDIT CARD  
PO BOX 78014  
PHOENIX AZ 85062-8014

STATE ROAD TOLLWAY AUTHORITY  
245 PEACHTREE CENTER AVE NE 2200  
ATLANTA GA 30303-1224

SYNCHRONY BANK  
PO BOX 960061  
ORLANDO FL 32896-0061

TIMEPAYMENT CORP  
1600 DISTRICT AVENUE  
SUITE 200  
BURLINGTON MA 01803-5233

R JENEANE TREACE  
OFFICE OF THE UNITED STATES TRUSTEE  
362 RICHARD RUSSELL BLDG  
75 TED TURNER DRIVE SW  
ATLANTA GA 30303-3315

U S SECURITIES AND EXCHANGE COMMISSION  
OFFICE OF REORGANIZATION  
SUITE 900  
950 EAST PACES FERRY ROAD NE  
ATLANTA GA 30326-1382

UNITED STATES TRUSTEE  
362 RICHARD RUSSELL FEDERAL BUILDING  
75 TED TURNER DRIVE SW  
ATLANTA GA 30303-3315

WENDY WALKER  
4180 ROSWELL ROAD  
ATLANTA GA 30342-3761