

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov

In re: Chapter 11 Cases
LAND RESOURCE, LLC, *et al.*, Case No. 6:08-bk-10159-ABB
Debtors. Jointly Administered with cases
6:08-bk-10159 through 6:08-bk-10192

**ORDER (A) APPROVING BIDDING
PROCEDURES FOR THE SALE OF A PORTION OF
OR SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS,
(B) APPROVING CERTAIN BIDDER PROTECTIONS, AND
(C) SCHEDULING A FINAL SALE HEARING AND APPROVING
THE FORM AND MANNER OF NOTICE THEREOF**

THIS CASE came before the Court on the 18th day of December 2008 at 3:00 p.m., in Orlando, Florida, upon the motion [D.E. No. 137] (the "**Motion**") of the above-captioned debtors and debtors in possession (the "**Debtors**") seeking, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9014, entry of orders (a) approving (i) bidding procedures (the "**Bidding Procedures**"),¹ (ii) certain bidder protections consisting of a Breakup Fee and/or Expense Reimbursement, (iii) the form and manner of notice, and (iv) a sale hearing date, and (b) authorizing and approving (i) the sale of a portion of or substantially all of the Debtors' assets free and clear of liens, claims, and encumbrances, and (ii) the assumption and assignment of certain executory contracts and unexpired leases; and the Court having conducted a hearing to consider the relief requested therein (the "**Hearing**"); and the Court having reviewed the Motion, the *Declaration In Support of First Day Pleadings* [D.E. No. 6] and having considered the statements of counsel and the evidence presented at the Hearing; and

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

good cause having been shown, **IT IS HEREBY FOUND AND DETERMINED THAT:**

A. This Court has jurisdiction over the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334. Consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. 1408 and 1409.

B. Good and sufficient notice of the relief sought in the Motion has been given as set forth in the *Certificate of Service* filed on December 10, 2008 [D.E. No. 145] and no further notice is required.

C. The Debtors have articulated good and sufficient reasons for, and the best interests of their estates will be served by, this Court granting certain of the relief requested in the Motion, including approval of (i) the Bidding Procedures, (ii) the Debtors' ability to offer prospective bidders who are willing to serve as a stalking horse bidder, an expense reimbursement of documented, actual out-of-pocket expenses not to exceed \$50,000 (the "**Expense Reimbursement**") and, with the consents of the Lenders and the Committee, a breakup fee (the "**Breakup Fee**") of up to 2% of the total value of such bid (provided that if any such consent is not provided, the Debtors reserve the right to seek Bankruptcy Court approval of a Breakup Fee), (iii) the procedures described below for the determination of the amounts necessary to cure defaults under executory contracts and unexpired leases (the "**Cure Costs**") so as to permit their assumption and assignment under Section 365 of the Bankruptcy Code (the Debtors' ability to assume and assign certain executory contracts may be limited by section 365(c) of the Bankruptcy Code and require, in certain circumstances, regulatory approval and/or the consent of the counter-party), and (iv) the form and manner of the notice of the Auction and hearing on the sale (the "**Auction and Sale Hearing Notice**").

D. The Debtors have articulated good and sufficient reasons for, and the best interests of their estates will be served by, this Court scheduling a subsequent Sale Hearing (as defined below) to consider granting other relief requested in the Motion, including approval of the sale transaction and the transfer of the Offered Assets to the Successful Bidder free and clear of all claims, encumbrances and interests pursuant to Section 363 of the Bankruptcy Code.

E. The Expense Reimbursement and/or (if applicable) the Breakup Fee (together, the “**Bidder Protections**”): (i) are a sound exercise of the Debtors’ business judgment and will allow the Debtors to maximize the value of their assets, (ii) are an actual and necessary cost and expense of preserving the Debtors’ estates, (iii) are reasonable and appropriate in light of the size and nature of the proposed sale transaction and comparable transactions, as well as the commitments that have been made and the efforts that have been and will be expended by the stalking horse bidder, and (iv) are a necessary and material inducement for a stalking horse bidder to enter into a binding contract with the Debtors.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Bidding Procedures in the form annexed hereto as **Exhibit 1** are approved, and the Debtors are authorized to take all other actions that are necessary or appropriate to implement the Bidding Procedures.

2. All objections to entry of this Order or to the relief provided herein that have not been withdrawn, waived, resolved, or settled are hereby denied and overruled.

3. The Debtors are authorized, in the exercise of their sound business judgment, to agree with a bidder who agrees to provide a bid that is not contingent upon due diligence or financing for a substantial portion of the Offered Assets that can serve as a stalking horse bid at the Auction to pay an Expense Reimbursement of documented, actual out-of-pocket expenses not to

exceed \$50,000 (the “**Expense Reimbursement**”) and, with the consents of the Lenders and the Committee, a Breakup Fee of up to 2% of the total value of such bid (provided that if any such consent is not provided, the Debtors reserve the right to seek Bankruptcy Court approval of a Breakup Fee). Any agreement to provide an Breakup Fee and/or Expense Reimbursement shall be expressly conditioned on the consummation of a sale of the applicable Offered Assets to another party. The Breakup Fee and/or Expense Reimbursement shall be an administrative expense claim against the Debtors’ estate under section 503(b) of the Bankruptcy Code. The Debtors shall designate any Stalking Horse Bid(s) and file a notice of such designation(s) with the Court no later than 24 hours prior to the commencement of the Auction.

4. All Qualified Bids shall be submitted by 4:00 p.m. (Eastern Time) on **January 16, 2009**, in accordance with the Bidding Procedures annexed as Exhibit 1, unless the Bidding Procedures provide otherwise. The Form APA attached as Exhibit B to the Motion, as amended, is approved for use in connection with the Bidding Procedures.

5. The Auction to select Successful Bidder(s) shall be conducted on **January 21, 2009**, at the offices of Shutts & Bowen LLP, located at 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 beginning at 10:00 a.m. (Eastern Time) or as soon thereafter as counsel may be heard, unless rescheduled to a later date.

6. The hearing to approve agreements with the Successful Bidder(s) and the consummation of the transactions contemplated thereby (and approval of any back up bids to be considered) (the “**Sale Hearing**”) shall be conducted on **January 22, 2009 commencing at 10:00 a.m.**

7. The Debtors shall file a notice of assumption and assignment of those executory contracts and unexpired leases, together with a schedule setting forth the proposed Prepetition

Cure Amount for any executory contracts and unexpired leases which may be assigned to a Successful Bidder(s) in connection with a sale of the Offered Assets, substantially in the form annexed as **Exhibit 2** (the “**Assumption and Cure Amount Notice**”). Such Assumption and Cure Amount Notice also shall be served by regular United States mail, postage prepaid, no later than five (5) days after the entry of an Order approving the Motion, upon each counterparty to an executory contract that is included on the Cure Schedule.

8. All objections to (a) any sale of Offered Assets to a Successful Bidder, or (b) the assumption and assignment of any executory contracts or unexpired leases in connection therewith, including the proposed Prepetition Cure Amount, shall be in writing, shall state the basis of such objection with specificity and shall be filed with the Court, and served so as to be received on or before **January 16, 2009, at 4:00 p.m. (Eastern Time)** by (i) the Debtors, 5337 Millenia Lakes Boulevard, Suite 121, Orlando, FL 32839 (Attn: J. Robert Ward); (ii) attorneys for the Debtors, Berger Singerman P.A., 200 South Biscayne Boulevard, Suite 1000, Miami, Florida 33131 (Attn: Jordi Guso, Esq.); (iii) counsel for KeyBank, Thompson Hine LLP, One Atlantic Center, 201 W. Peachtree Street, Suite 2200, Atlanta, GA 30309-3449 (Attn: Alan R. Lepene, Esq.); (iv) counsel for Wachovia, 225 Water Street, Suite 1800, Jacksonville, FL 32202 (Attn: Steve Busey, Esq.); and (v) counsel for the Committee, Bilzin Sumberg Baena Price and Axelrod LLP, Wachovia Financial Center, 200 South Biscayne Boulevard, Suite 2500, Miami, FL 33131 (Attn: Scott L. Baena, Esq.).

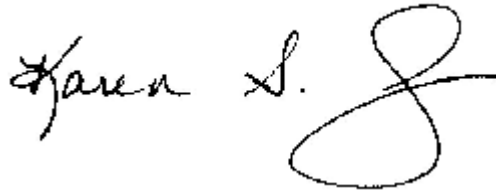
9. The form of the Auction and Hearing Notice, substantially in the form annexed as **Exhibit 3**, is APPROVED. Within three days after entry of this Order, the Debtors shall cause the Auction and Sale Hearing Notice to be served by first-class mail, postage prepaid, upon: (i) counsel for the Lenders, (ii) counsel for the Committee, (iii) the Office of the United States

Trustee, (iv) all other parties known to be asserting a lien in the Debtors' assets, (v) the consolidated list of the 30 largest unsecured creditors of the Debtors, (vi) all counterparties to executory contracts and leases that may be assumed and assigned, (vii) all state attorney generals in states where the Debtors conduct business, (viii) various federal and state tax and environmental authorities, including the Internal Revenue Service and the Environmental Protection Agency, (ix) any party who expressed in writing to the Debtors an interest in the Offered Assets, and (xii) all parties in interest that have filed a notice of appearance and request for service of pleadings in these chapter 11 cases pursuant to Bankruptcy Rule 2002. Such service and notice shall be deemed sufficient notice of the relief sought in the Motion.

10. In the event any party fails to timely file and serve an objection to the Motion or the Prepetition Cure Amount on the Notice Parties as required by this Order, such party shall (i) be forever barred from objecting to the relief sought in the Motion, including the Prepetition Cure Amount, and from asserting any additional cure or other amounts with respect to any Assumed Contracts and Assumed Leases and the Debtors shall be entitled to rely solely upon the Prepetition Cure Amount; and (ii) be deemed to have consented to the assumption and assignment of such Assumed Agreements and shall be forever barred and estopped from asserting or claiming against the Debtors, the Successful Bidder or any other assignee of the relevant Assumed Agreements that any additional amounts are due or defaults exist, or conditions to assumption and assignment must be satisfied under such Assumed Agreements.

11. The Court retains jurisdiction over any matter or dispute arising from or relating to the implementation of this Order.

DONE and ORDERED in Orlando, Florida, on December 22, 2008.

A handwritten signature in black ink, reading "Karen S. Jennemann". The signature is written in a cursive style with a large, stylized initial "J" at the end.

KAREN S. JENNEMANN
U.S. BANKRUPTCY JUDGE

Copy to: Jordi Guso, Esq., Berger Singerman, P.A., 200 S. Biscayne Blvd., Suite 1000, Miami, FL 33131

EXHIBIT 1

BIDDING PROCEDURES

By motion dated December 8, 2008 (the “**Motion**”), Land Resource, LLC and its debtor affiliates (collectively, the “**Debtors**”), as debtors and debtors in possession, sought, among other things, approval of the procedures by which the Debtors will seek proposals for a transaction or transactions that alone or in combination will allow the Debtors to maximize the value of their estates. On December 18, 2008, the United States Bankruptcy Court for the Middle District of Florida (the “**Bankruptcy Court**”) entered its order (the “**Bidding Procedures Order**”), which, among other things, authorized and directed the Debtors to market their assets to persons that may be interested in acquiring a portion of or substantially all of their assets (the “**Offered Assets**”), including, without limitation the Debtors’ interest in all real and personal property, including permits and development rights, all under the procedures described below (the “**Bidding Procedures**”).

Important Dates

The Debtors shall, in consultation with KeyBank, N.A. and Wachovia Bank, N.A. (together, the “**Lenders**”) and the Committee of Unsecured Creditors appointed in these cases (the “**Committee**”):

- Assist Potential Bidders in concluding their respective due diligence investigations and accept Bids and Adequate Assurance Packages (as defined herein) from Potential Bidders until 4:00 p.m. (Prevailing Eastern Time) on **January 16, 2009**;
- Negotiate first with Potential Bidders and then with Qualified Bidders in preparation for an auction (the “**Auction**”) to be held on **January 21, 2009, commencing at 10:00 a.m.**; and
- Select the Successful Bidder(s) (as defined herein), with the consent of the Lenders and after consultation with the Committee, at the conclusion of the Auction and seek authority to sell assets to such Successful Bidder(s) at a hearing (the “**Sale Hearing**”) to be held by the Bankruptcy Court on **January 22, 2009, commencing at 10:00 a.m.**
- Close and consummate the transaction with the Successful Bidder by the close of business on **January 31, 2009**.

Bid Requirements

Delivery of Bids. **No later than 4:00 p.m. (Prevailing Eastern Time) on January 16, 2009 (“Bid Deadline”)**, each Potential Bidder interested in maintaining its participation in the bidding process must deliver copies of the Bid and supporting materials described herein to: (i) Land Resource, LLC, 5337 Millenia Lakes Boulevard, Suite 121, Orlando, FL 32839 (Attn: John Alvarez, Esq.); (ii) attorneys for the Debtors, Berger Singerman P.A., 200 South Biscayne Boulevard, Suite 1000, Miami, Florida 33131 (Attn: Jordi Guso, Esq.); (iii) counsel for KeyBank, N.A. (“**KeyBank**”), Thompson Hine LLP, 3900 Key Center, 127 Public Square, Cleveland, Ohio 44114 (Attn: Alan R. Lepene, Esq.); (iv) counsel for Wachovia Bank

(“**Wachovia**”), Smith Hulsey & Busey, 225 Water Street, Suite 1800, Jacksonville, FL 32202 (Attn: Steve Busey, Esq.); (v) counsel for the Joint Committee of Creditors Holding Unsecured Claims (the “**Committee**”), Bilzin Sumberg Baena Price and Axelrod LLP, Wachovia Financial Center, 200 South Biscayne Boulevard, Suite 2500, Miami, FL 33131 (Attn: Scott L. Baena, Esq.); and (vi) financial advisors to the Debtors, Gulf Atlantic Capital Corporation, 2701 North Rocky Point Drive, Suite 630, Tampa, FL 33607 (Attn: Gregory G. Longoria).

Form and Content of Bid. A Bid is a signed letter from a Qualified Bidder stating that:

- a. The Qualified Bidder offers to purchase all or any portion of the Offered Assets; and
- b. The Qualified Bidder’s offer is irrevocable until two business days after the earlier of: (i) the closing of the sale of the applicable Offered Assets, whether or not to such Qualified Bidder; or (ii) 45 days after the Sale Hearing.

Required Supporting Materials. A Qualified Bidder shall accompany (or precede) its Bid with:

- a. a signed “clean” version of the asset purchase agreement, substantially in the form (acceptable to the Debtors, with the consent of the Lenders and after consultation with the Committee) to be filed with the Bankruptcy Court not later than **January 16, 2009** (which will supersede the form filed as Exhibit B to the Motion, as amended) (the “**Form APA**”), together with a marked version to reflect any proposed changes to the Form APA detailing all of the terms and conditions of the proposed transaction;²
- b. written evidence of available cash, a commitment for financing or ability to obtain a satisfactory commitment if selected as the Successful Bidder (as defined below), and such other evidence of ability to consummate the transaction as the Debtors may reasonably request;
- c. a copy of a board resolution or similar document demonstrating the authority of the Qualified Bidder to make a binding and irrevocable Bid on the terms proposed; and
- d. to the extent that the Qualified Bidder proposes to include in its Bid the assumption and assignment of executory contracts or unexpired leases, a schedule showing such contracts and/or leases to be assumed and assigned together with evidence of the Qualified Bidder’s ability to provide adequate assurance of future performance of such contracts and/or leases, such as audited financial statements of the Qualified Bidder, information regarding the capitalization of the Qualified Bidder, information allowing the Debtors to evaluate the value of any guaranties

² All asset purchase agreements that provide for the purchase of the Debtors’ books and records must contain provisions allowing the Debtors reasonable access to these books records for purpose of administering their bankruptcy cases.

being provided by affiliates of a Qualified Bidder of its obligations under any assumed and assigned executory.

Required Good Faith Deposit. By the Bid Deadline, a Qualified Bidder must provide a good faith deposit (the “**Good Faith Deposit**”) equal to 10% of such Qualified Bidder’s purchase price. The Good Faith Deposit must be made by certified check or wire transfer and will be held by the Debtors in a segregated account.

Qualified Bid. A Bid received from a Potential Bidder that meets the requirements above (as determined by the Debtors with the consent of the Lenders after consultation with the Committee) is considered a “**Qualified Bid.**” The Debtors reserve the right, in their discretion with the consent of the Lenders and after consultation with the Committee, to waive noncompliance with any one or more of these requirements and deem an otherwise not qualified bid to be a Qualified Bid. The Debtors will advise all Qualified Bidders of any such waiver and the basis for which it was granted at the Auction.

Stalking Horse Bidder, Break Up Fee and Expense Reimbursement

Prior to or after the submission of bids, the Debtors, with the consent of the Lenders and after consultation with the Committee, may enter into an agreement (the “**Stalking Horse Bid**”), subject to higher and better offers at the Auction, providing an expense reimbursement of documented, actual out-of-pocket expenses not to exceed \$50,000 (the “**Expense Reimbursement**”) and, with the consent of the Lenders and after consultation with the Committee, a breakup fee (the “**Breakup Fee**”) of up to 2% of the total value of such bid (provided that if any such consent is not provided, the Debtors reserve the right to seek Bankruptcy Court approval of a Breakup Fee); provided, however, that the Debtors shall designate any Stalking Horse Bid(s) and file a notice of such designation(s) with the Bankruptcy Court no later than 24 hours prior to the commencement of the Auction.

Conduct and Termination of Bidding Process

The Debtors will, in their reasonable discretion with the consent of the Lenders and after consultation with the Committee: (a) determine whether any Potential Bidder satisfies the requirements specified above to become a Qualified Bidder; (b) coordinate the efforts of Potential Bidders in conducting their respective due diligence investigations regarding the Offered Assets; (c) determine whether to remove any of the Offered Assets from the sale process under these Bidding Procedures; (d) evaluate bids from Qualified Bidders and determine whether any such bid is a Qualified Bid; (e) negotiate any bid made to purchase some or all of the Offered Assets, and negotiate any related transaction issues; and (f) make such other determinations as are provided in these Bidding Procedures.

Auction Participation – Qualified Participants and Baseline Bid

Only a Qualified Bidder that has submitted a Qualified Bid is eligible to participate at the Auction. The Debtors will determine, based on the nature of the Qualified Bids received and in their reasonable discretion, with the consent of the Lenders and after consultation with the Committee, whether to (a) conduct separate Auctions for the sale of individual assets and/or (b) conduct a single Auction of all of the Offered Assets. Unless there is a Stalking Horse Bid for each such Auction to be conducted, the Debtors will select, in their reasonable discretion, with the consent of the Lenders

and after consultation with the Committee, the highest or otherwise best bid (the “**Baseline Bid**”) to serve as the starting point for the Auction. The Baseline Bid may be comprised of a combination of Qualified Bids.

The Auction

Time and Place. The Auction will be conducted on **January 21, 2009** at the offices of **Shutts & Bowen LLP, located at 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, commencing at 10:00 a.m. (Prevailing Eastern Time)**, at or such later time as announced in open Court or designated by the Court.

Competitive Bidding. At the Auction, participants will be permitted to increase their bids and will be permitted to bid based only upon the terms of the Baseline Bid (except to the extent otherwise authorized by the Debtors). Unless there is a Stalking Horse Bid, the bidding will start at the purchase price and terms proposed in the Baseline Bid, and continue in increments of at least \$50,000.00 in cash or cash equivalents (or such other increment announced by the Debtors, with the consent of the Lenders and after consultation with the Committee, prior to the start of or during the Auction); provided, however, that if there is a stalking horse bid, Expense Reimbursement and/or Breakup Fee, the initial overbid must exceed the approved Expense Reimbursement and Breakup Fee by at least \$50,000. *The Debtors, with the consent of the Lenders, and after consultation with the Committee, also retain discretion with respect to how to conduct the Auction if Bids are received in differing packages of Offered Assets.*

Evaluation of Qualified Bids. For the purpose of determining the Baseline Bid and whether a Qualified Bid submitted at the Auction is higher or otherwise better, the Qualified Bid will be valued based upon factors such as: (a) the purported amount of the Qualified Bid; (b) the fair value to be provided to the Debtors under the Qualified Bid; (c) the ability to consummate any proposed sale transaction; and (d) any other factors that the Debtors, with the consent of the Lenders and after consultation with the Committee, may deem relevant. Upon the submission of any bid at the Auction, the Debtors, with the consent of the Lenders and after consultation with the Committee, shall announce to all participants whether the bid submitted is higher or otherwise better than the previously submitted bid.

Adoption of Auction Rules. The Debtors may adopt rules for the bidding process at the Auction that, in their discretion with the consent of the Lenders and after consultation with the Committee, will best promote the goals of the bidding process and are not inconsistent with any of the provisions of the Bidding Procedures described herein. Nothing herein will prevent the Debtors, with the consent of the Lenders and after consultation with the Committee, from having separate negotiations with bidders during the Auction provided that the announcement of any bids actually made will be made in one room, on an open basis.

Designation of Successful Bidder. Immediately prior to the conclusion of any Auction, the Debtors, with the consent of the Lenders and after consultation with the Committee, will: (a) review each bid made at the Auction on the basis of financial and contractual terms and such factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the proposed sale; (b) in their discretion, identify the highest and best bid for the applicable Offered Assets at the Auction (the “**Successful Bid**”); and (c) notify all Qualified Bidders participating in the

Auction, prior to their adjournment, of the name or names of the Qualified Bidder(s) making the Successful Bid for the applicable Offered Assets (the “**Successful Bidder**”), and the amount and other material terms of the Successful Bid. The Debtors shall also have the right (with the consent of the Lenders and after consultation with the Committee) to seek Bankruptcy Court approval, at or after the Sale Hearing, for one or more Qualified Bids to serve as a back-up bid, to close in the event that a Successful Bid shall fail to close. At the closing of the transaction contemplated by the Successful Bid, the Successful Bidder will be entitled to a credit for the amount of its Good Faith Deposit. Absent irregularities occurring in the course of the Auction, no further bids will be accepted after the close of the Auction.

Presentation of Successful Bids to the Bankruptcy Court. At the Sale Hearing, the Debtors will present each Successful Bid (and may in its discretion, with the consent of the Lenders and after consultation with the Committee, present one or more back up bids) to the Bankruptcy Court for approval.

Acceptance of Qualified Bids

The Debtors presently intend to sell the Offered Assets to the Qualified Bidder(s) that submit(s) the highest and best bid(s). The Debtors’ presentation to the Bankruptcy Court for approval of any Successful Bid does not constitute the Debtors’ acceptance of such bid. The Debtors will be deemed to have accepted a bid only when it has been approved by the Bankruptcy Court at the Sale Hearing.

Return of Good Faith Deposit

The Good Faith Deposit of a Qualified Bidder shall be returned within three business days of the earlier of (a) the closing of a sale transaction on the portion of the Offered Assets on which the Qualified Bidder made a bid or (b) 45 days after the Sale Hearing. If the Successful Bidder does not close the approved sale, then (in addition to any back up bid previously approved by the Bankruptcy Court) the Debtors, with the consent of the Lenders and after consultation with the Committee, will have the right to present any other bid, whether made prior to or at the Auction, to the Bankruptcy Court for approval.

Reservation of Rights and Modifications

The Debtors, with the consent of the Lenders and after consultation with the Committee, may: (1) determine, in their business judgment, which bid or bids, if any, constitute the highest or otherwise best offer for the applicable Offered Assets; and (2) reject, at any time before entry of an order of the Bankruptcy Court approving any bid as the Successful Bid, any bid that, in the Debtors’ sole discretion, is (a) inadequate or insufficient; (b) not in conformity with the requirements of the Bankruptcy Code or the Bidding Procedures; or (c) contrary to the best interests of the Debtors and their estates and creditors. The Debtors may, with the consent of the Lenders and after consultation with the Committee, extend or alter any deadline contained herein that will better promote the maximization of their estates.

The Sale Hearing

The Sale Hearing is scheduled to be conducted on **January 22, 2009, commencing at 10:00 a.m.** (Prevailing Eastern Time) at the United States Bankruptcy Court, 135 West Central Boulevard, 5th Floor, Courtroom A, Orlando, Florida 32801. If any Successful Bidder is selected by the Debtors, with the consent of the Lenders and after consultation with the Committee, the Debtors will seek the entry of an order from the Bankruptcy Court at the Sale Hearing approving and authorizing the proposed sale to the Successful Bidder(s) on the terms and conditions of the Successful Bid.

Miscellaneous

The Lenders may exercise their right to credit bid their indebtedness under Section 365(k) of the Bankruptcy Code. Notwithstanding anything contained to the contrary in the Bidding Procedures, the Lenders shall be deemed Qualified Bidders but the Lenders shall not be required to provide a deposit or an Adequate Assurance Package or any of the other Required Supporting Materials if the Lenders submit a credit bid.

The Debtors, with the consent of the Lenders and after consultation with the Committee, reserves the right to make changes in these Bidding Procedures to promote the realization of the highest and best offers for the Offered Assets.

EXHIBIT 2

(Assumption and Cure Amount Notice)

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov

In re: Chapter 11 Cases
LAND RESOURCE, LLC, *et al.*, Case No. 6:08-bk-10159-ABB
Debtors. Jointly Administered with cases
_____/ 6:08-bk-10159 through 6:08-bk-10192

**NOTICE OF EXECUTORY CONTRACTS TO BE
ASSUMED AND ASSIGNED AND PROPOSED CURE AMOUNTS**

Land Resource, LLC and its affiliated debtors (the “**Debtors**”), by and through undersigned counsel, gives notice, pursuant to the *Order (A) Approving Bidding Procedures for Sale of a Portion of or Substantially All of the Debtors’ Assets (B) Approving Certain Bidder Protections, and (C) Scheduling a Final Sale Hearing and approving the Form and Manner of Notice Thereof* (D.E. No. _____) (the “**Bid Procedures Order**”)¹ dated December [18], 2008, of the following executory contracts to be assumed and assigned by the Debtor and the respective proposed cure amounts:

SEE ATTACHED EXHIBIT “A”²

PLEASE TAKE NOTICE THAT pursuant to the Bid Procedures Order, any objection to the assumption and assignment of the Executory Contracts to the Proposed Buyer (or other Successful Bidder, as applicable) or Cure shall be filed and served on the Notice Parties³ by the Objection Deadline,⁴ which objection (if any) shall be heard by the Court at the Sale Hearing.⁵ If no objections is timely received, the Executory Contracts may be deemed assumed and assigned to the Proposed Buyer of any Successful Bidder, as applicable, in accordance with the Sale Order, and the Cure (as set forth in this notice) shall be controlling, notwithstanding anything to the contrary in any Executory Contract or any other document, and the non-debtor party to the Executory Contract shall be forever barred from asserting any other Cure claims against the Debtor or Proposed Buyer (or the Successful Bidder, as applicable) or the property of any of them.

¹ Unless indicated otherwise, capitalized terms used herein shall have the definitions provided in the Bid Procedures Order.

² The Debtors, in consultation with the Buyer, reserve their right to amend Exhibit A at any time prior to the closing date of the Agreement.

³ The Notice Parties include: Berger Singerman, P.A., Attn: Jordi Guso, Thompson Hine (Cleveland office), Attn: Alan Lepene, Esq. and Bilzin Sumberg Baena *et al.*, Attn: Scott L. Baena, Esq..

⁴ The Objection Deadline is on or before 12:00 p.m. eastern standard time on January 16, 2009.

⁵ The Sale Hearing is on January [21], 2009.

Dated:

Respectfully submitted:

BERGER SINGERMAN, P.A.
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and
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Fort Lauderdale, Florida 33301
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By: _____

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EXHIBIT A

Applicable Debtor/ Project	Non-Debtor Party to Contract to be Assumed and Assigned	Description of Contract to be Assumed and Assigned	Proposed Cure

EXHIBIT 3

(Auction and Hearing Notice)

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov

In re: Chapter 11 Cases
LAND RESOURCE, LLC, *et al.*, Case No. 6:08-bk-10159-ABB
Debtors. Jointly Administered with cases
6:08-bk-10159 through 6:08-bk-10192

**NOTICE OF PROPOSED SALE OF SUBSTANTIALLY ALL OF THE
DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS,
LIABILITIES, ENCUMBRANCES AND OTHER INTERESTS**

PLEASE TAKE NOTICE that on December 18, 2008, the United States Bankruptcy Court for the Middle District of Florida, Orlando Division (the "**Bankruptcy Court**") entered an order (the "**Sale Procedures Order**") (i) approving competitive bidding and sale procedures (the "**Bidding Procedures**"), (ii) approving the form of purchase and sale contract (the "**Purchase Agreement**") to be used in connection with the sale, (iii) approving the form and manner of notice of the Bidding Procedures and Sale, and (iv) scheduling dates to conduct an auction (the "**Auction**") and scheduling a hearing to consider final approval of the Sale (the "**Sale Hearing**"). At the Sale Hearing it is contemplated that the Bankruptcy Court will approve the sale of some or all of the Debtors' assets pursuant to 11 U.S.C. § 363 free and clear of all liens, claims, liabilities, encumbrances and other interests (the "**Sale**") to the highest and best bidder(s).

PLEASE TAKE FURTHER NOTICE that the property subject of the Sale may include some or all of the following: (i) real property; (ii) personal property or other interests or rights associated with the real property; (iii) other personal property; and (iv) intangible assets, which include, ongoing business operations, company names, trademarks (each an "**Asset**" and collectively, the "**Assets**"). Assets specifically *exclude* all cash and all claims or causes of action of the Debtors. Interested parties may conduct diligence through January 16, 2009 (the "**Bid Deadline**").

PLEASE TAKE FURTHER NOTICE that pursuant to the Sale Procedures Order, bid increments must be at least \$50,000. Parties may also bid on individual assets. Any party interested in submitting a bid for any part or all of the Assets must strictly comply with the Sale Procedures Order, including, but not limited to, submitting their bids in the form of the Purchase Agreement together with the requisite deposit on or before 4:00 p.m. on January 16, 2009. As further set forth below, a copy of the Sale Procedures Order can be obtained by sending a request in writing to counsel for the Debtors or by accessing <http://www.trusteeservices.biz>.

PLEASE TAKE FURTHER NOTICE that if one or more Qualified Bids are submitted, the Debtors shall conduct the Auction of the Assets on January 21, 2009, commencing at 10:00 a.m. prevailing Eastern time (the "**Auction Date**") at the offices of **Shutts & Bowen LLP, located at 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, commencing at**

10:00 a.m. (Prevailing Eastern Time), at or such later time as announced in open Court or designated by the Court. A hearing to approve the Sale (the “**Sale Hearing**”) will be conducted on **January 22, 2009 commencing at 10:00 a.m.** at the United States Bankruptcy Court, 135 West Central Boulevard, 5th Floor, Courtroom A, Orlando, Florida 32801.

PLEASE TAKE FURTHER NOTICE that any objections to the Sale of an Asset or the Assets must be: (a) in writing, (b) filed with the Bankruptcy Court; and (iii) served, so as to be received, on or before January 16, 2009 (the “**Objection Deadline**”), upon (i) Land Resource, LLC, 5337 Millenia Lakes Boulevard, Suite 121, Orlando, FL 32839 (Attn: John Alvarez, Esq.); (ii) attorneys for the Debtors, Berger Singerman P.A., 200 South Biscayne Boulevard, Suite 1000, Miami, Florida 33131 (Attn: Jordi Guso, Esq.); (iii) counsel for KeyBank, N.A., Thompson Hine LLP, 3900 Key Center, 127 Public Square, Cleveland, Ohio 44114 (Attn: Alan R. Lepene, Esq.); (iv) counsel for Wachovia Bank, Smith Hulsey & Busey, 225 Water Street, Suite 1800, Jacksonville, FL 32202 (Attn: Steve Busey, Esq.); (v) counsel for the Joint Committee of Creditors Holding Unsecured Claims, Bilzin Sumberg Baena Price and Axelrod LLP, Wachovia Financial Center, 200 South Biscayne Boulevard, Suite 2500, Miami, FL 33131 (Attn: Scott L. Baena, Esq.); and (vi) financial advisors to the Debtors, Gulf Atlantic Capital Corporation, 2701 North Rocky Point Drive, Suite 630, Tampa, FL 33607 (Attn: Gregory G. Longoria) (collectively the “**Notice Parties**”).

PLEASE TAKE FURTHER NOTICE that the Debtors provide notice of their intent to sell to the Successful Bidder(s), some or all of the Assets (as appropriate), free and clear of all liens, claims, liabilities, encumbrances and other interests, with such liens, claims, liabilities, encumbrances and other interests attaching to the net proceeds of the Sale. If the Bankruptcy Court approves the Sale and the Assets are sold pursuant thereto, any party with a lien, claim, encumbrance or other interest on the Property shall be forever barred from asserting such lien, claim, encumbrance or other interest against the Successful Bidder(s).

PLEASE TAKE FURTHER NOTICE that if no objections are timely filed in accordance with the Sale Procedures Order, the Court may enter an order approving the Sale (the “**Sale Order**”) without further notice or hearing. Only those objections made in writing, timely filed, and served in accordance with the above procedures will be considered at the Sale Hearing or on such other date and time as the Court may schedule.

PLEASE TAKE FURTHER NOTICE that inquiries regarding this Notice, the Motion, or the procedures set forth therein may be directed to the Debtors’ counsel, Jordi Guso, Esq. or Grace E. Robson, Esq., Berger Singerman, P.A., 200 S. Biscayne Boulevard, Suite 1000, Miami, Florida 33131, E-mail: jguso@bergersingerman.com; grobson@bergersingerman.com, Telephone No. (305) 755-9500, or by contacting the Debtors’ financial advisors, Rick Gillies, Gregory Longoria or Gregory Feldkamp, Gulf Atlantic Capital Corporation, 2701 N. Rocky Point Drive, Suite 630, Tampa, FL 33607, Email: gillies@gulfatlanticcapital.com; longoria@gulfatlanticcapital.com; feldkamp@gulfatlanticcapital.com, Telephone No. (813) 288-8263. Copies of the Sale Procedures Order may be obtained from Debtors’ counsel, from the Clerk of the Bankruptcy Court during regular business hours or be accessed at <http://www.trusteeservices.biz>. To the extent that there is a conflict between this Notice and the Sale Procedures Order, the Sale Procedures Order controls.