

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

In re:

LEVERETTE TILE, INC.
d/b/a LEVERETTE HOME DESIGN CENTER,

Debtor.

Case No. 8:17-bk-07840-CPM
Chapter 11

Emergency Hearing Requested

DEBTOR'S EMERGENCY MOTION PURSUANT TO SECTIONS 363 AND 506 OF THE BANKRUPTCY CODE TO (I) AUTHORIZE SALE OF ALL ASSETS SUBJECT TO HIGHER AND BETTER OFFERS FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES; (II) ESTABLISHING PROCEDURES FOR THE ASSUMPTION AND/OR ASSIGNMENT BY THE DEBTOR OF CERTAIN EXECUTORY CONTRACTS; (III) ORDER DETERMINING VALUE AND SECURED STATUS; (IV) ORDER AUTHORIZING BID PROCEDURES, AND REQUEST FOR EMERGENCY HEARING

Debtor, Leverette Tile, Inc. d/b/a Leverette Home Design Center (“Debtor”), by and through its undersigned counsel, hereby files this Emergency Motion Pursuant to Sections 363 and 506 of the Bankruptcy Code to (I) Authorize the Sale of all Assets Subject to Higher and Better Offers Free and Clear of all Liens, Claims, Interests, and Encumbrances; (II) Establish Procedures for the Assumption and/or Assignment by the Debtor of Certain Executory Contracts, (III) Order Determining Value and Secured Status; and (IV) Order Authorizing Bid Procedures (“Motion). In support of this Motion, the Debtor states the following:

BACKGROUND AND PROCEDURAL HISTORY

1. The Debtor filed a Voluntary Petition for Relief under Chapter 11 of the Bankruptcy Code on September 5, 2017.

2. The Debtor is a kitchen and bath remodeling contractor and a granite countertop and cabinet fabricator.

3. Pursuant to Sections 1107 and 1108 of the Bankruptcy Code, the Debtor is operating as a Debtor-in-Possession and its managing its assets. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C., Sections 1334 and 157. This is a core matter.

4. An Official Committee of Unsecured Creditors has not been appointed as of the filing of this Motion.

THE NEED FOR A PROMPT SALE OF THE DEBTOR'S ASSETS

5. The Debtor has determined that it can no longer operate as a going concern as it is not generating enough income to continue to operate and pay debt service in the normal course.

6. On December 20, 2017, the Debtor filed an Expedited Motion for Authority to Proceed under Liquidating Chapter 11 Case, Motion to Establish Liquidation Procedures Concerning Sale of Assets and Completion of Jobs, and Motion to Toll or Defer Enforcement of Adequate Protection Payments and Cash Collateral Order (Doc. No. 103) ("Motion to Liquidate").

7. On January 10, 2018 and on February 22, 2018, the Court held hearings on the Motion to Liquidate and granted the motion in part. The Court has scheduled a continued hearing on the Motion to Liquidate for **March 22, 2018 at 2:00 P.M.**

8. The Debtor has secured a Buy and Sell Agreement ("Purchase Agreement") for the sale of substantially all of its assets. A copy of the Purchase Agreement is attached hereto as Exhibit "A" and by reference incorporated herein. The prospective purchaser is Cabinet Depot, LLC or its assigns ("Cabinet Depot") and consists of a total purchase price of \$369,338.19 ("Purchase Price"), which is comprised of a cash component of \$ \$271,687.76 and an additional \$97,650.43 in future

payments under a payment plan for assumed liabilities of vehicle loans and unsecured creditors¹. . . Based on the Debtor's business judgment, the Cabinet Depot Purchase Agreement is fair and the highest and best offer received to date.

9. In its business judgment, the Debtor believes that its highest and best value will be generated through either an immediate sale to Cabinet Depot or an auction of essentially all of its assets.

10. The Debtor seeks authority to sell all assets ("Assets") which are more specifically described in Exhibit "A."

SALE THROUGH PRIVATE SALE OR AUCTION

11. Subject to the conditions set forth elsewhere in this Motion, the Debtor requests authority to sell its Assets to Cabinet Depot pursuant to the terms of the Purchase Agreement. If another bidder timely submits a higher and better offer ("Higher Bidder") than the Debtor requests authority to sell to the Higher Bidder with the Cabinet Depot Purchase Agreement as a backup contract.

12. As outlined herein, Higher Bidder must adhere to the Court Authorized bid procedures in order to be eligible to bid. In addition, the sale of the Assets will be subject to the following:

a. Through this Motion, Debtor requests that the Court schedule a preliminary hearing to enter an order that, among other relief requested herein, establishes the bid procedures, establishes reasonable buyer protection and essentially sets forth the "ground rules" for the purchase of the Assets. Among other things, the Debtor will seek the following terms and conditions:

¹ The vehicles that are being purchased under this Agreement are titled in the Debtor's name and the name of Brian Leverette, the Debtor's President. The vehicles loans that are also part of this agreement are solely in the name of the Brian Leverette. The Purchaser will continue making those monthly payments on behalf of Brian Leverette in exchange for purchasing the vehicles from the Debtor.

(i). "AS-IS". The Assets will be sold "As-Is" with no representations or warranties of any kind, except those relating to the Debtor's conveyance of good and marketable title, free and clear of liens, claims, and encumbrances (collectively, "Interests") pursuant to 11 U.S.C. §363, except as otherwise set forth in this Motion. All liens and encumbrances shall be transferred to the sale proceeds.

(ii). The sale of the Assets will be subject to the same terms and conditions as the attached Purchase Agreement or Exhibit "A" except as modified by Court Order.

(iii). Deposit. At the time a bidder is determined to be eligible, the bidder shall deposit with the Debtor's counsel a deposit of \$10,000.00 (the "Deposit"). The Deposit shall be made payable to the Johnson Pope Bokor Ruppel & Burns, LLP and shall then be held in an interest bearing, non-IOTA account by the Debtor's bankruptcy counsel. The Deposit shall become non-refundable upon (i) the selection of the bidder as the Highest Bidder (if sold at the Auction), or (ii) upon the entry of the final sale order providing that bidder is the Highest Bidder. In all other respects the deposit shall be refundable.

(iv). Breakup fees, bid increments etc. Debtor will seek reasonable and typical buyer protection and incentives which will be discussed at the preliminary hearing and incorporated into an Order.

(v). Closing. The closing of any sale of the Assets would occur not later than thirty (30) days after this Court's entry of the Final Sale Order. The Debtor shall be authorized to execute any releases and other documents necessary to clear

title to the property where an interest-holder refuses to do so.

(vi). Additional Terms. The sale of the Assets shall be consummated by delivery to the purchaser of all appropriate and required closing documents in exchange for the balance of the Purchase Price, and shall be on such additional terms as are typical of transactions of this type. Sale Proceeds shall be net of closing costs, including filing fees, brokers' commissions, title insurance costs and attorneys' fees and expenses will be deducted first from the proceeds of the sale.

**PROCEDURES FOR ASSUMPTION AND/OR
ASSIGNMENT OF CONTRACTS AND LEASES**

13. Pursuant to the Purchase Agreement, the Debtor will also assume and/or assign to the Purchaser pursuant to 11 U.S.C. § 365, certain prepetition executory contracts to which the Debtor is a party and which have not yet been assumed by the Debtor in this case and certain contracts, leases and obligations entered into by the Debtor after the commencement of this case (collectively, the “Contracts”), which Contracts have been designated by the Purchaser in the Purchase Agreement. The Debtor will be filing a motion (the “Assignment Motion”) with the Court for authority to assume and/or assign the Contracts to the Purchaser, and the Debtor’s assumption and/or assignment to the Purchaser of the Contracts will be conditioned upon the approval of this Court and the closing of the transactions contemplated by the Purchase Agreement as well as the resolution of the objections, if any, to the Assignment Motion filed pursuant to procedures described below.

14. The Debtor requests that this Court include in the Bid Procedures Order the procedures set forth in paragraphs 15-17 below for objections to the Assignment Motion.

15. The Debtor's request that any lessor or other party to any Contract to be assumed and/or assigned to the Purchaser that objects to, and/or asserts any cure claims, defaults or any other claims against the Debtor in connection with, the proposed assumption and/or assignment must file with this Court, on or before the Bid Deadline, any objection to the assumption and/or assignment of its Contract and/or assertion of claim or default (the "Objection"), which Objection shall set forth:

- a. The specific grounds for such Objection;
- b. Any and all defaults of the Debtor (whether monetary or non-monetary) that it alleges are in existence under such Contract and, (i) if such alleged defaults are monetary, the nature of such monetary defaults (including the date and amount of any payment allegedly due under Contract) and cure amounts, if any, due and owing by the Debtor pursuant to 11 U.S.C. §365(b) and, (ii) if such alleged defaults are non-monetary, the nature of such non-monetary defaults and the amount of money or the type of action required to cure such non-monetary defaults; and
- c. Any and all claims of any nature whatsoever against the Debtor.

16. The Debtor further requests that this Court enter an order providing that lessors or other parties to such Contracts who fail to timely file written Objections to the proposed assumption and/or assignment of their Contracts a set forth above shall be conclusively deemed to have waived any such Objections and to have consented thereto and further providing that any party not specifying any default or claim as required herein shall be deemed to have conclusively acknowledged that no default or claim exists under any such Contract.

17. The Debtor further requests that this Court enter an order requiring any creditor, any lessor or other party to a Contract, or any other party in interest filing an Objection to the Assignment Motion to serve the same upon counsel for the Debtor, the Debtor and counsel for the Purchaser at the addresses listed in paragraphs 12(c) above in the manner designed to assure actual receipt by such

parties by the Bid Deadline.

**THE PROPOSED SALE IS IN THE BEST INTERESTS
OF THE DEBTORS' ESTATE AND OF ITS CREDITORS**

18. The proposed sale is supported by sound business justifications. Absent a sale, the value of the business will decline. The sale will preserve jobs and spare the Debtor's employees and their families from the hardship and dislocation that will result if the Debtor is forced to cease its operations.

The Standard

19. Section 363 of the Bankruptcy Code, which authorizes a debtor to sell assets of the estate outside the ordinary course of business free and clear of liens, claims and encumbrances, provides, in relevant part, as follows:

(b)(1) The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate. . .

(f) The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if--

(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;

(2) such entity consents;

(5) such entity could be compelled, in a legal or equitable proceeding to accept a money satisfaction of such interest.

20. Bankruptcy courts have substantial discretion when deciding whether to approve the

sale of substantially all of the Debtor's assets outside of a plan of reorganization, especially when there is an articulated business justification. See *Official Committee of Unsecured Creditors of the LTV Aerospace and Defense Co. v. LTV Corp. (In re Chateaugay Corp.)*, 975 F.2d 141, 144 (2d Cir. 1992); *Committee of Equity Security Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063 (2d Cir. 1983 (hereinafter, "*Lionel*"). Such a pre-confirmation sale is appropriate where the transaction was negotiated at arms-length, where the sale price is fair and reasonable and where the parties have acted in good faith.

21. In *Lionel* the court listed the following factors that should be considered in evaluating a pre-confirmation sale of all or substantially all of a debtor's assets:

- (i) The proportionate value of the assets relative to the estate as a whole;
- (ii) The amount of elapsed time since the filing;
- (iii) The likelihood that a plan of reorganization will be proposed and confirmed in the near future;
- (iv) The effect of the proposed disposition on future plans of reorganization;
- (v) The proceeds to be obtained from the disposition vis-a-vis any appraisals of the property;
- (vi) Which of the alternatives of use, sale or lease the proposal envisions; and
- (vii) Whether the asset is increasing or decreasing in value.

22. In addition, when there are exigent circumstances, the courts have approved significant asset sales prior to the confirmation of a plan. See *In re Chateaugay Corp.*, 973 F.2d 141 (delay in sale risked a lower price in the future); *In re Pure Penn Petroleum Co.*, 188 F.2d 851 (2d Cir. 1951); *In re Solar Mfg. Corp.*, 176 F.2d 493 (3d Cir. 1949); *In re V. Loewer's Gambrinus*

Brewery Co., 141 F.2d 747 (2d Cir. 1944); *In re Weatherly Frozen Food Group, Inc.*, 149 B.R. 480 (Bankr. N.D. Ohio 1992) (sale approved because debtor did not have funds to repair or maintain manufacturing equipment to meet inspections).

23. In this case, the exigent circumstances relate to the Debtor's continuing post-petition default status and inability to pay its debt service.

24. In this case, ample justification exists for the approval of the sale. The Debtor's assets are subject to decline in value unless the Debtor can consummate a sale with a third party.

VALUATION AND DETERMINATION OF SECURED STATUS

25. If necessary, based upon liens and encumbrances, the Debtor requests that the court find that any court approved sale either to Cabinet Depot or by auction shall determine the value of the Assets sold. The valuation will also determine the secured status of any liens or encumbrances.

26. All proceeds shall be deposited into a non-IOTA interest bearing trust account. All liens and encumbrances shall attach to the proceeds to the same extent and with the same priority as existed pre-petition and the proceeds will be disbursed only upon further court order.

**NOTICE OF PRELIMINARY AND FINAL SALE
HEARING, AND SERVICE OF THIS MOTION**

27. Because the relief requested in this Motion represents the most significant transaction in this case, the Debtor will serve a copy of the Order on this Motion on all creditors as well as the United States Trustee, counsel for the secured creditors, all taxing authorities and all creditors parties on the regular service list in this case.

28. Additionally, the Debtor requests that the Court fix the time for objections to the proposed sale of the Assets in advance of the Final Sale Hearing pursuant to Fed.R.Bankr.P. 6004(b),

or to such other time as the Court deems reasonable.

29. Debtor submits that the Court's expedited consideration at the Preliminary Hearing will not prejudice any party, and will assist the Debtor in obtaining the highest and best purchase price for the Assets. Moreover, the Debtor notes that parties shall be given full and adequate notice of the sale of the Assets prior to the Final Hearing.

BASIS FOR EMERGENCY RELIEF

30. Due to the exigent circumstances of this case, the fixing at this time of procedures for the sale of the Debtor's assets is essential and necessary. Certainly, the relief sought would be of considerably greater value if granted immediately.

WHEREFORE, the Debtor respectfully requests entry of an order granting the relief requested herein, and such other and further relief as is just and proper.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Motion has been furnished via Electronic Filing and/or U. S. Mail to: the **Office of the U.S. States Trustee**, 501 East Polk Street, Suite 1200, Tampa, Florida 33602; **Donald R. Kirk**, counsel for Colonial Funding Network, Inc., PO Box 3239, Tampa, FL 33601; **Colleen Murphy**, counsel for the IRS, USAO No. 68, 400 N. Tampa Street, Ste. 3200, Tampa, FL 33602; **American Express Bank, FSB**, c/o Becket & Lee LLP, PO Box 3001, Malvern, PA 19355-0701; **Funding Circle d/b/a FC Marketplace, LLC**, c/o Becket & Lee, LLP, PO Box 3002, Malvern, PA 19355-0701; **Leverette Tile, Inc.**, 9824 Ideal Lane, Hudson, FL 34667, and all creditor's listed on the attached matrix on March 2, 2018.

JOHNSON, POPE, BOKOR,
RUPPEL & BURNS, LLP

/s/ Alberto F. Gomez, Jr.

Alberto F. Gomez, Jr. (FBN: 784486)
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Attorneys for Debtor

27 February 2018

The Cabinet Depot LLC
420 PALISADO AVE,
WINDSOR, CT, 06095

Re: BUY/SELL AGREEMENT to purchase the Assets of the Leverette Tile, Inc. dba Leverette Home Design Center, Business of Brian and Jon Leverette

Dear Brian and Jon:

This letter (this "**Letter**") is intended to summarize the principal terms of a sale being considered by The Cabinet Depot LLC ("**Buyer**") regarding its acquisition of substantially all of the assets, and certain specified liabilities, of the Kitchen and Bath remodeling and granite and cabinet fabrication business (the "**Business**") of Leverette Tile, Inc. ("**Seller**"). The acquisition of the Business is referred to as the "**Transaction**" and Buyer and Seller are referred to collectively as the "**Parties**."

1. Objective:

The objective of this transaction is for buyer to obtain all assets of Leverette Tile, Inc. for the purposes of incorporating Seller's capabilities into buyer's current business. The transaction has the following sub-objectives:

- (a) Acquire all assets of "Business" according to terms of this Letter.
- (b) Retain "Good Will" value of business "name", existing customer and vendor relationships, and prior/ongoing marketing efforts.
- (c) Continue operations until transaction to take advantage of current pipeline and book of business.
- (d) Allow Jon Leverette to obtain minority equity interest in "Buyer" to incentivize participation future success of "Buyer".
- (e) Provide immediate infusion of working capital to facilitate pursuit and execution of new work to maintain value of customer good will.

2. Acquisition of Assets and Purchase Price.

Subject to the satisfaction of the conditions described in this Letter, at the closing of the Transaction, Buyer would acquire all assets of seller free and clear of all liens. The total purchase price would be \$369,338.19. The purchase price includes a cash payment of \$271,687.76 and \$97,650.43 in future payments under a payment plan for assumed liabilities of vehicle loans and unsecured creditors, as further delineated below and in enclosure (1). Buyer and Seller will collective work to acquire necessary additional working capital after close of transaction required for continued operations.

Purchase price subject to the following assumptions:

(a) Purchase price will include cash and agreement to payment plans funded through future business operations, as agreed to with individual creditors and as approved by the Bankruptcy Court.

(b) Proceeds of purchase funds would be used for debt settlement as follows:

(i) Payment of \$125,000 to secured creditors based on value of collateral as agreed upon by the parties or determined by the court.

(ii) Payment of \$32,539.27 to unsecured creditors which includes 5% of current balance to each creditor. Payment will include \$12,131.31 in cash, with the remainder to be paid in equal monthly payments over a period of 60 months as described in enclosure (1).

(iii) Payment of administrative claims in the amount of \$134,556.45 which includes immediate payments of up to \$84,329.50 for post-petition accounts payable necessary for continued operations as described in enclosure (1).

(iv) Additional payment of administrative expenses of \$35,965.47 will be funded from operations of "Buyer" under payment plans agreed to by creditors as described in enclosure (1).

(v) Buyer will pay a down payment of \$10,000 of the purchase price to be held in escrow within 30 days of signing of agreement.

(c) "Buyer" and "Seller" agree that additional working capital will be required to utilize purchased assets in buyer's business to capitalize on seller's good will and other intangible assets. Seller will agree to provide guarantee of credit line for working capital of up to \$200,000. Buyer will assist in obtaining required working capital as necessary.

(d) Buyer will provide 15% equity to Seller in consideration for commercially reasonable non-compete agreements for and Jon Leverette.

(e) Buyer will require Landlord's consent for assignment of lease to Buyer for 9824 Ideal Lane, Hudson, FL facility. Assignment will include an agreement to pay required cure amount at \$5000 per month starting April 1 which is included in paragraph 2. (b) (iv) above .

(f) Buyer will require Landlord's consent for assignment of lease to Buyer for 3452 Tampa Rd., Palm Harbor, FL facility.

(g) Buyer will assume vehicle payments for purchase of vehicles.

3. Reserved.

4. Conditions. Buyer's obligation to close the proposed Transaction will be subject to customary conditions, including:

(a) Buyer's satisfactory completion of due diligence;

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(b) the Board of Directors [and Stockholders]/Managing Partners of Buyer and Seller approving the Transaction;

(c) the Parties' execution of the Definitive Agreement and the ancillary agreements;

(d) Identified KEY EMPLOYEES entering into employment agreements with Buyer on terms agreed with Buyer;

(e) Seller entering into restrictive covenants, in a form acceptable to Buyer, agreeing not to: (i) compete with the Business for 2 years following the closing, and (ii) hire or solicit any employee of the Business or encourage any such employee to leave such employment for a period of 2 of years following their exit from the company;

(f) there being no material adverse change in the business, results of operations, prospects, condition (financial or otherwise), or assets of the Business; and

(g) approval by bankruptcy court.

(h) Jon Leverette agrees to qualify Buyer with his Florida Residential Contractor's license as long as he maintains an equity or employee position with Buyer.

5. Due Diligence. From and after the date of this Letter, Seller will authorize its management to allow Buyer and its advisors full access to the facilities, records, key employees [customers, suppliers] and advisors of the Business for the purpose of completing Buyer's due diligence review. The due diligence investigation will include, but is not limited to, a complete review of the financial, legal, tax, environmental, intellectual property and labor records and agreements of the Business, and any other matters as Buyer's accountants, tax and legal counsel, and other advisors deem relevant.

6. Employment Arrangements. Buyer would offer employment to substantially all of the employees of the Business and would expect the Seller's management to use its reasonable best effort to assist Buyer to employ those individuals.

7. Covenants of Seller. During the period from the signing of this Letter through the closing of sale, Seller will: (i) conduct the Business in the ordinary course in a manner consistent with best practice, (ii) maintain its properties and other assets in good working condition (normal wear and tear excepted), and (iii) use its best efforts to maintain the Business and employees, customers, assets and operations as an ongoing concern in accordance with past practice, (iv) incur no additional debt prior to sale.

8. Reserved.

9. Reserved.



10. Receipt of Higher Bid. Disposition will be subject to Court Order.
11. **GOVERNING LAW. THIS LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH INTERNAL LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF FLORIDA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF FLORIDA. THE BANKRUPTCY COURT IN THE LEVERETTE TILE, INC. CASE SHALL HAVE EXCLUSIVE JURISTRICITION OVER THIS CASE.**
12. Reserved.
13. No Third Party Beneficiaries. Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Letter.
14. Expenses. Parties will each pay their own transaction expenses, including the fees and expenses of investment bankers and other advisors, incurred in connection with the proposed Transaction.
15. Reserved.
16. Miscellaneous. This Letter may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this Letter have been inserted for reference only and shall not be deemed to be a part of this Letter.
17. This agreement is subject to final approval of the Bankruptcy Court.

Very truly yours,
[BUYER]

By: Laurie Dallaire
[Laurie Dallaire]
[Owner/Member]

[Agreed to and accepted:]
[SELLER]

By: Jon C. Leverette
Vice President
JON C. Leverette

<u>Secured Debt</u>	<u>Balance</u>	<u>Cash Payment</u>	<u>Plan Payments</u>	<u>Notes</u>
Platinum Rapid Funding*	\$164,306.37	\$125,000.00		
IRS*	\$94,139.97			
American Express*	\$134,380.62			
FC Market Place*	\$353,170.16			JC Leverette has personal guarantee.
	\$325,000.00			JCL Loan. Subordinated to above. Will write off for company sale.
JCL - DIP Loan	\$41,227.00		\$41,277.00	Truck loans. Need to pay in full or assume loans to keep vehicles .
Suncoast FCU	\$1,045,635.17	\$125,000.00	\$41,277.00	
Other Unsecured				* Under current priority dispute
General Unsecured Creditors	\$485,252.24	\$12,131.31	\$12,131.31	Payoff 10% (half in cash and half as payments)
	\$165,533.07		\$8,276.65	Owed to Brian and Jon's Brother. Can be written off for a sale
Steve Leverette	\$650,785.31	\$12,131.31	\$20,407.96	5% payment - half cash and half payments
	\$134,556.45	\$134,556.45	\$35,965.47	Payment plan Includes A&M and Pasco Industrial. Balance includes legal fees and US Trustee
Administrative Expenses				
Sale Price	\$134,556.45	\$134,556.45	\$35,965.47	
Cash		\$271,687.76	\$97,650.43	
Payment Plan				
Total Sale Price				\$369,338.19

Enclosure #1

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

In re:

LEVERETTE TILE, INC.
d/b/a LEVERETTE HOME DESIGN CENTER,

Debtor.

Case No. 8:17-bk-07840-CPM
Chapter 11

Emergency Hearing Requested

CERTIFICATION OF NECESSITY OF REQUEST FOR EMERGENCY HEARING

I HEREBY CERTIFY, as a member of the Bar of the Court, that I have carefully examined the matter under consideration and to the best of my knowledge, information and belief formed after reasonable inquiry, all allegations are well grounded in fact and all contentions are warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law can be made, that the matter under consideration is not interposed for any improper purpose, such as to harass, to cause delay, or to increase the cost of litigation, and there is just cause to request a consideration of the following pleading on an emergency basis:

Debtor's Emergency Motion Pursuant to Sections 363 and 506 of the Bankruptcy Code to (I) Authorize the Sale of all Assets Subject to Higher and Better Offers Free and Clear of all Liens, Claims, Interests, and Encumbrances; (II) Establish Procedures for the Assumption and/or Assignment by the Debtor of Certain Executory Contracts, (III) Order Determining Value and Secured Status; (IV) Order Authorizing Bid Procedures, and Request for Emergency Hearing

I CERTIFY FURTHER that there is a true necessity for an emergency hearing, specifically because the Debtor is in need of an immediate sale. The fixing of procedures for the sale of the Debtor's assets is essential and necessary at this time. Certainly, the relief sought would be of considerably greater value if granted immediately.

I CERTIFY FURTHER that the necessity of this emergency hearing as not been caused by a lack of due diligence on my part, but has been brought about only by circumstances beyond my control or that of my client. I further certify that this motion is filed with full understanding of F.R.B.P 9011 and the consequences of noncompliance with the same.

DATED March 2, 2018

JOHNSON, POPE, BOKOR,
RUPPEL & BURNS, LLP

/s/ Alberto F. Gomez, Jr.

Alberto F. Gomez, Jr. (FBN: 784486)

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Telephone: 813-225-2500

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Email: Al@jpfirm.com

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