

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF FLORIDA  
GAINESVILLE DIVISION

In Re:

The North Central Florida YMCA, Inc.

Case No. 16-10293-KKS  
Chapter 11

Debtor.

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**MOTION FOR ORDER AUTHORIZING DEBTOR-IN-POSSESSION  
TO SELL PROPERTY FREE AND CLEAR OF LIENS,  
CLAIMS AND ENCUMBRANCES PURSUANT TO 11 U.S.C § 363**

The North Central Florida YMCA, Inc., as Debtor-In-Possession, by and through their undersigned counsel, moves the Court for entry of an order authorizing the Debtor-In-Possession, pursuant to 11 U.S.C. §§ 1107, 363(b) and (f) and Rules 2002(a)(2), (c)(1), and 6004(c), Federal Rules of Bankruptcy Procedure, to sell certain property of the estate free and clear of liens, claims, and encumbrances and in support thereof says:

**Jurisdiction**

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue of this case and this Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. The statutory basis for the relief requested herein are sections 363 and 1107 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

**Relief Requested**

3. By this Motion, the Debtor-In-Possession seeks entry of an Order granting the following relief, without limitations:

a. Authorizing the Debtor to sell certain property of the estate listed below free and clear of liens, claims, and encumbrances pursuant to section 363 of the Bankruptcy Code; and

b. Any other relief deemed appropriate by the Court.

**Background Facts and Procedural Posture**

4. On December 14, 2016 (the "Petition Date"), the Debtor filed a Voluntary Petition for relief under Chapter 11 of Title 11 of the United States Code in the Northern District of Florida, Gainesville Division.

5. On Schedule A, the Debtor listed ownership fee simple in property located at 5201 NW 34<sup>th</sup> Blvd., Gainesville, Florida 32605-1153.

6. Wells Fargo Bank, N.A. ("Wells Fargo") has a first priority lien on the above described property securing an indebtedness as of the Petition Date in the principal amount of \$3,312,294.33, together with accrued but unpaid interest of \$202,714.98, plus late charges, attorneys' fees and costs (the "Indebtedness").

7. Prior to the Petition Date the Debtor-In-Possession has attempted and is still attempting to raise funds to obtain the satisfaction of the indebtedness owed to Wells Fargo and other obligations, but has also marketed the property for sale to

try to maximize the value to the estate should the Debtor be unable to raise the funds necessary to satisfy the indebtedness.

8. India Cultural and Educational Center, Inc. (“ICEC”) submitted a Commercial Contract for the purchase of the above described property for a gross sales price of \$1,100,000.00. A copy of the executed Commercial Contract is attached hereto as *Exhibit A*.

9. The Debtor-In-Possession has determined that, if it is unsuccessful in raising the required funds to keep the YMCA operational, it will proceed with the attached Commercial Contract with ICEC subject to the approval of Wells Fargo and the Court. If both these options fail to occur on or before April 4, 2017, the Debtor-In-Possession will voluntarily convert this case to a Chapter 7 bankruptcy liquidation.

10. Additionally the Debtor has agreed to the following terms with Wells Fargo Bank, N.A. regarding any sale: (i) Wells Fargo will receive \$1,000,000.00 out of the net proceeds immediately at closing; (ii) any sale must close on or before April 4, 2017, unless extended by Wells Fargo, or the case will be converted to a Chapter 7 proceeding; (iii) any other interested bidders for the Real Property, may appear in person and submit competitive bids, which must be above and beyond the ICEC offer at an auction that will be conducted live at the Bankruptcy Court in Gainesville, Florida; (iv) Wells Fargo expressly retains the right under Section 363(k) of the Bankruptcy Code, to credit bid at such auction at any time, up to the full amount of

the outstanding indebtedness owed by the Debtor on its loans with Wells Fargo; (v) in the event that the net sale proceeds which remain after the payment to Wells Fargo Bank of the first \$1,000,000.00 in sale proceeds at closing, are insufficient to pay any other expenses of the sale, the Debtor will use, if and to the extent necessary, its cash on hand, including unrestricted donations, to make up any shortfalls needed to cover any such expenses of the sale; and (vi) the Debtor represents that there are no other offers on the property at the present time, and the attached offer is the highest offer to date.

**Basis for Relief**

11. Pursuant to 11 U.S.C. § 363(f), made applicable to this proceeding by 11 U.S.C. § 1107, states The Trustee may sell property of the estate free and clear of the interest of any entity if

(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest; (2) such entity consents; (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property; (4) such interest is in bona fide dispute; or (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

*See* 11 U.S.C. § 363(f).

12. The Debtor-In-Possession proposes to sell the property to ICEC in exchange for the purchase price should it fail to raise the required funds to satisfy the indebtedness to Wells Fargo.

**Conclusion**

WHEREFORE, for the reasons set forth herein, the Debtor-In-Possession respectfully requests that the Court enter an order in the form attached granting the relief requested herein and granting such other and further relief as the Court deems appropriate.

The Law Offices of Jason A. Burgess, LLC

Submitted by: /s/ Jason A. Burgess

Jason A. Burgess

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*Counsel for Debtor-In-Possession*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of this Motion was served either by the CM/ECF system, electronic transmission, or by United States first class mail postage prepaid to all parties on the attached matrix and via email to Wells Fargo Bank, N.A.'s counsel James H. Post at [jpost@smithhulsey.com](mailto:jpost@smithhulsey.com) as well as U.S. Trustee Attorney Jason H. Egan at [jason.h.egan@usdoj.gov](mailto:jason.h.egan@usdoj.gov).

Dated: February 20, 2017

The Law Offices of Jason A. Burgess, LLC

Submitted by:           /s/ Jason A. Burgess            
Jason A. Burgess

***Exhibit A***



**Commercial Contract**

1\* **1. PARTIES AND PROPERTY:** India Cultural and Education Center, Inc. (ICEC) ("Buyer")

2\* agrees to buy and YMCA of Gainesville, Fl. Inc. ("Seller")

3\* agrees to sell the property as: Street Address: 5201 NW 34th Blvd, Gainesville, Fl. 32605-1153

4\* \_\_\_\_\_

5\* Legal Description: TAX Parcel # 06083-005-000

6\* \_\_\_\_\_

7\* and the following Personal Property: \_\_\_\_\_

8\* \_\_\_\_\_

9 (all collectively referred to as the "Property") on the terms and conditions set forth below.

10\* **2. PURCHASE PRICE:** \$ 1,100,000.00

11\* (a) Deposit held in escrow by Holden, Carpenter & Roscow, PL \$ \_\_\_\_\_  
 12 ("Escrow Agent") (checks are subject to actual and final collection)

13\* Escrow Agent's address: 5608 NW 43rd Street, Gainesville, Fl 32653 Phone: 352-373-7788

14\* (b) Additional deposit to be made to Escrow Agent within 3 days after Effective Date \$ 10,000.00

15\* (c) Additional deposit to be made to Escrow Agent within 60 days after Effective Date \$ 15,000.00

16\* (d) Total financing (see Paragraph 5) \$ \_\_\_\_\_

17\* (e) Other \_\_\_\_\_ \$ \_\_\_\_\_

18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject  
 19\* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ 1,075,000.00  
 20 check(s) or wire transfer.

21 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by Seller  
 22\* and Buyer and an executed copy delivered to all parties on or before December 30, 2016, this offer will be  
 23 withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3  
 24 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the**  
 25 **last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.**  
 26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5  
 27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending  
 28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the**  
 29 **essence in this Contract.**

30 **4. CLOSING DATE AND LOCATION:**

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

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



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

39 **5. THIRD PARTY FINANCING:**

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

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

64\* **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by  statutory warranty  
65\* deed  other \_\_\_\_\_, free of liens, easements and encumbrances of record or  
66 known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility  
67 easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be  
68\* subject) \_\_\_\_\_

69\* \_\_\_\_\_  
70 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the  
71\* Property as \_\_\_\_\_

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

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

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

90\* (2) Buyer delivers proper written notice and Seller cures the defects within 60 days from receipt of the notice  
91 ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt  
92 by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect  
93 cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have  
94 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or  
95 accept title subject to existing defects and close the transaction without reduction in purchase price.

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

97\*  (i.) Seller will, within 5 days from Effective Date, deliver to Buyer copies of prior surveys, plans,  
98 specifications, and engineering documents, if any, and the following documents relevant to this transaction:

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

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

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

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

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

117\*  (b) Due Diligence Period: Buyer will, at Buyer's expense and within 60 days from Effective Date ("Due  
118 Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's  
119 intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,  
120 Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary  
121 to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and  
122 zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of  
123 access to public roads, water, and other utilities; consistency with local, state and regional growth management and  
124 comprehensive land use plans; availability of permits, government approvals and licenses; compliance with  
125 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections  
126 that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and  
127 development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of  
128 Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice  
129 requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its  
130 agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the  
131 purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the  
132 Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses,  
133 damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any  
134 person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage  
135 in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written  
136 consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting  
137 from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and  
138 (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the  
139 Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's  
140 deposit will be immediately returned to Buyer and the Contract terminated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

216 **13. DEFAULT:**

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

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

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

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

236 **16. DISCLOSURES:**

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

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

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

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

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

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

252 **17. RISK OF LOSS:**

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

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

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

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

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

280\* (a) **Seller's Broker: Front Street Commercial Real Estate Group Jason Hurst** \_\_\_\_\_  
281 (Company Name) (Licensee)  
282\* **4735 NW 53rd Ave, Gainesville, Fl. 352-505-3884** \_\_\_\_\_  
283 (Address, Telephone, Fax, E-mail)

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

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

288\* (b) Buyer's Broker: Thomas Group Realty, LLC John Thomas  
289 (Company Name) (Licensee)

290\* 5346 SW 91st Ter., Gainesville, Fl. 352-538-4453  
291 (Address, Telephone, Fax, E-mail)

292\* who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated  
293\* by  Seller's Broker  Seller  Buyer  both parties pursuant to  an MLS offer of compensation  other (specify)  
294\*

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

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

- |  |  |   |
|--|--|---|
| 305* <input type="checkbox"/> Arbitration                    | <input type="checkbox"/> Seller Warranty                   | <input type="checkbox"/> Existing Mortgage                    |
| 306* <input type="checkbox"/> Section 1031 Exchange          | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Buyer's Attorney Approval            |
| 307* <input type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone            | <input type="checkbox"/> Seller's Attorney Approval           |
| 308* <input type="checkbox"/> Seller Representations         | <input type="checkbox"/> Seller Financing                  | <input checked="" type="checkbox"/> Other <u>Addendum One</u> |

309 **22. ADDITIONAL TERMS:**

310\* (A) It is understood by both Buyer and Seller that the intent of the Buyer is to, during 60 day Due Dilligence Period, negotiate  
311\* and execute a contingent lease agreement with the Seller to maintain the current operation of the YMCA. Both parties will give  
312\* their best effort to come to a formal written agreement during this dilligence period. Such agreement will be contingent upon  
313\* Buyer closing on subject property.

314\* (B) Not withstanding Section 6 (C) Seller agrees to provide a Current Survey Certified to the purchaser showing all of the  
315\* bounderies and improvements, at Seller Expense.

316\* \_\_\_\_\_  
317\* \_\_\_\_\_  
318\* \_\_\_\_\_  
319\* \_\_\_\_\_  
320\* \_\_\_\_\_

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

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

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

338\* \_\_\_\_\_ Date: 12/27/2016  
339 \_\_\_\_\_

340\* **India Cultural and Education Center, Inc. (ICEC)** Tax ID No: \_\_\_\_\_  
341 (Typed or Printed Name of Buyer)

342\* Title: Bansaler Telephone: \_\_\_\_\_

343\* President ICEC Date: \_\_\_\_\_  
344 \_\_\_\_\_

345\* RAVI BHOSALE (ICEC) Tax ID No: \_\_\_\_\_  
346 (Typed or Printed Name of Buyer)

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

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

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

350\* \_\_\_\_\_ Date: \_\_\_\_\_  
351 \_\_\_\_\_

352\* **YMCA of Gainesville, Fl. Inc.** Tax ID No: \_\_\_\_\_  
353 (Typed or Printed Name of Seller)

354\* Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

355\* \_\_\_\_\_ Date: \_\_\_\_\_  
356 \_\_\_\_\_

357\* \_\_\_\_\_ Tax ID No: \_\_\_\_\_  
358 (Typed or Printed Name of Seller)

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

360\* Seller's Address for purpose of notice: \_\_\_\_\_

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

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

***Proposed Order***



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

In Re:

The North Central Florida YMCA, Inc.

Case No. 16-10293-KKS  
Chapter 11

Debtor.

---

**ORDER GRANTING MOTION FOR ORDER  
AUTHORIZING DEBTOR-IN-POSSESSION TO SELL  
PROPERTY FREE AND CLEAR OF LIENS, CLAIMS, AND  
ENCUMBRANCES PURSUANT TO 11 U.S.C. § 363 (Doc. \_\_)**

This case came on for hearing on \_\_\_\_\_, 2017 to consider the Motion for Order Authorizing Debtor-In-Possession to Sell Property Free and Clear of Liens, Claims, and Encumbrances Pursuant to 11 U.S.C. § 363 (Doc. No. \_\_). For the reasons stated in Court and upon agreement of the parties, it is

**ORDERED:**

1. The Motion is GRANTED and the sale of property located at 5201 NW 34<sup>th</sup> Blvd, Gainesville, Florida 32605-1153 (“Real Property”) is APPROVED.
2. The Court shall conduct an auction of the Real Property live at the United States Bankruptcy Court for the Northern District of Florida, located at 401 SE First Avenue, Gainesville, Florida 32601 on March 10, 2017 at \_\_\_\_\_ .m., in

which any other interested bidders may appear in person, and submit competitive cash bids above and beyond the current contract with India Cultural and Educational Center, Inc. (“ICEC”) may be submitted, subject to the right of Wells Fargo Bank, N.A. (“Wells Fargo”), pursuant to Section 363(k) of the Bankruptcy Code, to credit bid up to the amount of its outstanding indebtedness.

3. The Debtor will (i) continue to market the Real Property with Jason J. Hurst of Front Street Commercial Real Estate Group located at 4735 NW 53<sup>rd</sup> Avenue, Suite B, Gainesville, Florida 32653, (ii) will promptly notify Wells Fargo Bank, N.A. and any other interested parties, of any and all offers on the Real Property that are above and beyond the offer of ICEC, and (iii) notify any such other prospective buyers of their right to participate in the auction for the sale of the Real Property and of the date, time and place for such auction and any procedures for the conduct of such auction.

4. The Debtor has represented to this Court that the offer made by ICEC in the amount of \$1,100,000.00 is the highest and best offer up to date for the sale of the Real Property.

5. Any closing on the Real Property must occur on or before April 4, 2017, unless extended in writing by Wells Fargo (“Closing Deadline”)

6. In the event closing on the sale of the Real Property does not occur by such Closing Deadline, the case will be automatically converted to a Chapter 7

bankruptcy without any further notice or hearing upon the filing of a Notice by Wells Fargo stating that a sale did not close timely. The Debtor, by consenting to the entry of this Order, voluntarily consents to the conversion of this case to a Chapter 7 liquidation case on or after April 4, 2017 pursuant to the terms of this Order and waives for all purposes any claim or right it has or may have had that it is not amenable to an involuntary bankruptcy proceeding.

7. In the event that the net sale proceeds which remain after the payment to Wells Fargo of the first \$1,000,000.00 in sale proceeds at closing are insufficient to pay any other expenses of the sale, the Debtor will use, if and to the extent necessary, its cash on hand, including unrestricted donations, to make up any shortfalls needed to cover any such expenses of the sale.

8. Wells Fargo Bank, N.A.'s right to credit bid, pursuant to Section 363(k) of the Bankruptcy Code, at the auction to be held by the Court for the sale of the Real Property, up to the full amount of the outstanding indebtedness owed by the Debtor on its loans with Wells Fargo, is preserved to the full extent.

9. This Order is without prejudice to the right of the Debtor, if such right is authorized by separate Order of this Court, to pay to Wells Fargo the funds it may require to voluntarily cancel the Indebtedness and release the liens it holds on the Property.

**DONE AND ORDERED** on \_\_\_\_\_,

---

**Karen K. Specie**  
**United States Bankruptcy Judge**

Order prepared by:  
Jason A. Burgess

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

*Mailing Matrix*

Label Matrix for local noticing  
1129-1  
Case 16-10293-KKS  
Northern District of Florida  
Gainesville  
Mon Feb 20 09:21:46 EST 2017

Florida Dept. of Revenue  
Bankruptcy Unit  
P.O. Box 6668  
Tallahassee, FL 32314-6668

U.S. Attorney (Tallahassee Office)  
111 N. Adams Street  
Fourth Floor  
Tallahassee, FL 32301-7736

\*United States Trustee  
c/o Jason Egan, Esq.  
110 East Park Ave., Ste. 128  
Tallahassee, FL 32301-7728

Alisa Tolbert  
605 SE 2nd Place  
#4  
Gainesville, FL 32601-6877

Baker's Sports  
3600 Beachwood Court  
Jacksonville, FL 32224-5705

Clay Electric  
PO Box 308  
Keystone Heights, FL 32656-0308

Credit Corporation  
101 Hudson Street  
34th Floor  
Jersey City, NJ 07302-3905

Dell Graham, P.A.  
203 NE 1st Avenue  
Gainesville, FL 32607

Florida Department of Revenue  
5050 W. Tennessee Street  
Tallahassee, FL 32399-0110

Jason A. Burgess  
The Law Office of Jason A. Burgess, LLC  
1855 Mayport Road  
Atlantic Beach, FL 32233-1919

Loretta E. Lynch  
Office of the Attorney General  
Main Justice Bldg., Rm. 511  
Tenth & Constitution  
Washington, DC 20530-0001

(p)U S SECURITIES AND EXCHANGE COMMISSION  
ATLANTA REG OFFICE AND REORG  
950 E PACES FERRY RD NE STE 900  
ATLANTA GA 30326-1382

Alachua County Tax Collector  
PO Box 142530  
Gainesville, Florida 32614-2530

American Soccer Company  
726 E. Anaheim Street  
Wilmington, CA 90744-3635

BellSouth Telecommunications,  
James Grudus, Esq.  
AT&T Way, Room 3A218  
Bedminster, NJ 07921

Clay Electric Cooperative, Inc.  
Charles Head  
PO Box 306  
Keystone Heights, FL 32656-0306

Davis Supply  
PO Box 60095  
Ft. Myers, FL 33906-6095

Erika Gallivan  
2141 NW 49th Terrace  
Gainesville, FL 32605-5706

Gainesville Regional Utilities  
301 SE 4th Avenue  
Gainesville, FL 32601-6857

Florida Dept. of Labor/Employment Security  
c/o Florida Dept. of Revenue  
P.O. Box 6668  
Tallahassee, FL 32314-6668

The North Central Florida YMCA, Inc.  
5201 NW 34th Blvd.  
Gainesville, FL 32605-1153

Wells Fargo Bank, N.A., as successor to Wach  
c/o James H. Post, Esq.  
Smith Hulsey & Busey  
225 Water St., Suite 1800  
Jacksonville, FL 32202-4494

Alan Messmore  
PO Box 57  
Brooker, FL 32622-0057

Anna Weiser  
6916 NW 25th Lane  
Gainesville, FL 32606-6390

Carol Huang  
4933 NW 51st Drive  
Gainesville, FL 32653-4357

Cox Communications  
PO Box 1259  
Oaks, PA 19456-1259

Daxko, LLC  
600 University Park Place  
Suite 500  
Birmingham, AL 35209-8806

Fernando's Back to Basics Lawn  
1808 SW 78th Street  
Gainesville, FL 32607-3415

Gainesville Regional Utilities  
301 SE 4th Avenue  
Gainesville, FL 32601-6857

Gary Lipowski  
5507 NW 45th Lane  
Gainesville, FL 32606-4368

Harold Cook  
4615 Chokecherry Trail  
Fort Collins, CO 80526-3748

Howard Accounting & Business C  
622 SW 23rd Place  
Gainesville, FL 32601-9016

Insperty Business Services  
PO Box 846055  
Dallas, TX 75284-6055

Jake Radich  
1632 NE 5th Avenue  
Gainesville, FL 32641-5751

John Bonacci  
3300 NW 29th Avenue  
Gainesville, FL 32605-2713

John Bonacci  
3300 NW 29th Avenue  
Gainesville, FL 32605-2713

Libby Brateman  
2721 NW 37th Terrace  
Gainesville, FL 32605-2643

Linda Weseman  
PO Box 357278  
Gainesville, FL 32635-7278

Mid-State, Inc.  
2323 NE 17th Terrace  
Gainesville, FL 32609-3273

Newman's Heating & Air Conditio  
PO Box 5425  
Gainesville, FL 32627-5425

PNC Bank, N.A.  
Christopher Linde  
200 S. Orange Ave., Suite 800  
Orlando, FL 32801-6404

Premium Assignment  
PO Box 8000  
Tallahassee, FL 32314-8000

Pugg Company  
PO Box 298  
Boston, MA 02134-0003

Pure Refreshments  
21045 Ted Road  
Brooksville, FL 34601-1623

Purvis Gray and Company  
284 Union Ave.  
Crescent City, FL 32112-4432

Ring Power  
49010 N. Main Street  
Gainesville, FL 32609

Ryan Frankel  
The Village Journal c/o Frankel Media Gr  
105 SW 128th St., Suite 200  
Tioga, FL 32669-3244

Secur-Tel, Inc.  
7669 SW CR 239A  
Lake Butler, FL 32054-7908

Shawn Patch  
111 East Carolina Ave.  
Hartsbille, SC 29550-4213

Simplex Grinnell  
Attn: Bankruptcy  
50 Technology Drive  
Westminster, MA 01441-0001

Source One Solutions  
990 Old Dixie Hwy., Suite 2  
Lake Park, FL 33403-2325

Staples  
1600 SW Archer Road  
Gainesville, FL 32607

State of Florida - Department of Revenue  
Post Office Box 6668  
Tallahassee, FL 32314-6668

SunTrust Bank  
Attn: Support Services  
PO Box 85092  
Richmond, VA 23285-5092

SunTrust Bank  
c/o Jeffrey R. Bollinger, Esq.  
Scruggs & Carmichael  
1 SE 1st Avenue  
Gainesville, FL 32601-1205

TB Bank, N.A.  
PO Box 9547  
Portland, ME 04112-9547

The School Board of Alachua Cou:  
620 East University Avenue  
Gainesville, Florida 32601-5448

Transfirst  
12202 Airport Way  
Suite 100  
Broomfield, CO 80021-2596

USA Football, Inc.  
45 N. Pennsylvania Street  
Suite 700  
Indianapolis, IN 46204-3109

United Leasing  
 3700 East Morgan Avenue  
 Evansville, IN 47715-2240

United States Treasury  
 Ogden, Utah 84201-0001

Vija Purs  
 1836 NW 38th Street  
 Gainesville, FL 32605-4845

WCA of Central Florida  
 5002 SW 41st Blvd.  
 Gainesville, FL 32608-4929

Wally's Hearting and Cooling  
 PO Box 634  
 Orange Park, Florida 32067-0634

Wells Fargo, N.A.  
 1 Independent Drive  
 8th Floor  
 Jacksonville, Florida 32202-5039

Wells Fargo, N.A.  
 Independent Drive 8th Floor  
 Jacksonville, FL 32202

Xiang Bi  
 4877 NW 42nd Road  
 Apt. 104  
 Gainesville, FL 32606-6888

YBA Shirts  
 312 South 700 West  
 Pleasant Grove, UT 84062-5110

Zachary Wolcott  
 4004 NW 64th Place  
 Gainesville, FL 32653-8372

United States Trustee +  
 110 E. Park Avenue  
 Suite 128  
 Tallahassee, FL 32301-7728

Secretary of the Treasury +  
 U.S. Treasury Department  
 15th & Pennsylvania Ave.  
 Washington, DC 20220-0001

Internal Revenue Service +  
 P.O. Box 7346  
 Philadelphia, PA 19101-7346

James H. Post +  
 Smith Hulsey & Busey  
 225 Water Street, Suite 1800  
 Jacksonville, FL 32202-4494

Jason H. Egan +  
 Office of the U. S. Trustee  
 110 E. Park Avenue  
 Suite 128  
 Tallahassee, FL 32301-7728

Jason A. Burgess +  
 The Law Offices of Jason A. Burgess, LLC  
 1855 Mayport Road  
 Atlantic Beach, FL 32233-1919

Michele Martin +  
 Pastore & Dailey LLC  
 500 East University Ave.  
 Suite C  
 Gainesville, FL 32601-3458

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

U.S. Securities & Exchange Commission  
 Branch of Reorganization  
 3475 Lenox Rd., N.E. Suite 100  
 Atlanta, GA 30326-1323

End of Label Matrix	
Mailable recipients	76
Bypassed recipients	0
Total	76