

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

In re:

Chapter 11

Pelican Real Estate, LLC, et al.

Case No.: 6:16-bk-03817-RAC

Debtors.

Jointly Administered with:
Case No.: 6:16-bk-03820-RAC;
Case No.: 6:16-bk-03822-RAC;
Case No.: 6:16-bk-03823-RAC;
Case No.: 6:16-bk-03825-RAC;
Case No.: 6:16-bk-03827-RAC;
Case No.: 6:16-bk-03828-RAC;
Case No.: 6:16-bk-03829-RAC; and
Case No.: 6:16-bk-03830-RAC

**LIQUIDATING TRUSTEE'S MOTION FOR APPROVAL OF SALE PROCEDURES
AND FOR APPROVAL OF PURCHASE AND SALE AGREEMENT AND SALE OF
PROPERTY (TM 25 POOLS) FREE AND CLEAR OF LIENS, CLAIMS, AND
INTERESTS OF OTHERS**

Maria M. Yip, Liquidating Trustee of the Smart Money Liquidating Trust (the “**Liquidating Trustee**”), pursuant to 11 U.S.C. §363(b) and §363(f), Fed. R. Bankr. P. 6004(c), and Section 4.01(i) of the Liquidating Trust Agreement (ECF No. 449), requests that the Court (a) enter an order (in the form attached to this motion) on an *ex parte* basis conditionally approving the sale procedures for the sale of the TM 25 Pools (including approving the Bidding Procedures, Notice of Proposed Sale, and deadlines to object and assert claims) and (b) set a final hearing to approve the sale of the TM 25 Pools (defined in paragraph 4 below) free and clear of all liens, claims, and interests of others, and states:

Brief Background

1. On June 8, 2016, the Debtors¹ filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. The Debtors are jointly administered (ECF No. 25), and on December 28, 2016, were substantively consolidated *nunc pro tunc* to the petition date (ECF No. 303). On February 15, 2017, the Court entered an order (the “**Confirmation Order**”) (ECF No. 414) confirming the Debtors’ plan of liquidation, the terms of which are reflected in the Second Amended Plan of Liquidation (ECF No. 400) (the “**Plan**”). On March 21, 2017, in accordance with paragraph 19 of the Confirmation Order, each of the Debtors' cases were closed, except for the lead case *Pelican Real Estate LLC*, Case No. 6:16-bk-03817-RAC, which remains open.

2. On the Effective Date of March 2, 2017 (ECF No. 428), the Smart Money Liquidating Trust (the “**Liquidating Trust**”) came into existence, and the Liquidating Trust Assets²—including the property that is the subject of this motion—transferred to the Liquidating Trust. *See* Plan, Pars. 1.40-1.42 and 6.3. The Liquidating Trust is governed by the Liquidating Trust Agreement (ECF No. 449) and Maria M. Yip is the Liquidating Trustee. *Id.*

3. The Liquidating Trust Agreement provides that the Liquidating Trustee shall, among other things, (a) liquidate the Liquidating Trust Assets, (b) take actions reasonably necessary or appropriate to effectuate and implement the terms of the Plan, and (c) exercise all powers vested in Debtors pursuant to the Bankruptcy Code as may be necessary to carry out the provisions of the Plan. *See* Liquidating Trust Agreement, Sec. 4.01(i), (iii), and (xii).

¹ The Debtors (with the last four digits of their taxpayer identification numbers) are: (i) Pelican Real Estate, LLC (6190); (ii) Pelican Portfolios, LLC (2896); (iii) Pelican Management, LLC (3093); (iv) Smart Money Secured Income Fund, LLC (0664); (v) Smart Money Secured Income Fund Manager, LLC (2762); (vi) Turnkey Investment Fund, LLC (9311); (vii) Turnkey Investment Fund Manager, LLC (1580); (viii) Accelerated Asset Group, LLC (6166); and (ix) SMFG, Inc. (9753).

² Defined in Paragraph 1.39 of the Plan as “all Property of the Estate, less the Smart Money Insurance Assets.” The Smart Money Insurance Assets consist of certain furniture, fixtures, and equipment which are not relevant for purposes of this motion. *See* Plan, Par. 1.65.

Property to Be Sold: TM 25 Pools

4. The Liquidating Trust owns pools made up of distressed real estate loans and properties described in paragraphs 89 through 97 of the Examiner's Report (ECF No. 262), which consist of: (a) the assets assigned to Pelican Real Estate, LLC, pursuant to the Agreement of Assignment dated June 5, 2014, by and between Richard Gonzalez, individually and as Authorized Agent of Oneness Investment Fund Management Group, Oneness Investment Fund Management Corporation, Namaste Asset Management, LLC, and MI Home Realty & Loans, Inc., and Pelican Real Estate, LLC, a copy of which is attached as **Exhibit A** to this motion, and (b) the assets assigned to Pelican Portfolios, LLC, pursuant to the Agreement of Assignment dated June 5, 2014, by and between Richard Gonzalez, individually and as Authorized Agent of Oneness Investment Fund Management Group, Oneness Investment Fund Management Corporation, Namaste Asset Management, LLC, and MI Home Realty & Loans, Inc., and Pelican Portfolios, LLC, a copy of which is attached as **Exhibit B** to this motion. These assets—**excluding the excess proceeds of (a) \$6,661.55 due Seller from the sale of the property located at 425 Elmwood Ave, Kansas City, MO, (b) \$1,075.28 due Seller from the sale of the property located at 1703 E 50th Terrace, Kansas City, MO, (c) \$1,593.26 due Seller from the sale of the property located at 3809 Highland Ave, Kansas City, MO, and (d) all amounts due Seller from the sale of the property located at 1401 Village Blvd Unit 2022, West Palm Beach, FL—**are collectively referred to as the “**TM 25 Pools.**”

5. Since the Effective Date, the Liquidating Trustee has investigated the market for—and actively marketed—the TM 25 Pools by taking the following actions: (a) researched via internet search engines to locate parties who invest in the mortgage note business; (b) made personal contact with over 30 companies who purport to invest in mortgage notes; (c) provided

underlying support documents and schedules to 17 parties who expressed an interest in this asset; (d) researched and considered listing the mortgage notes on brokerage web sites evaluating the cost involved and the unique characteristics of the TM 25 Pools.

6. On September 6, 2017, the Liquidating Trustee filed motion to sell the TM 25 Pools (ECF No. 592), and the Court entered an order (ECF No. 594), on an ex parte basis, conditionally approving the sale procedures. However, the Liquidating Trustee subsequently withdrew the motion (ECF No. 606) after she did not receive any Qualified Bids under order and the proposed buyer Orange Capital Funding LLC (a) notified her that it would not proceed with the sale at the original sale price of \$206,800.00 and (b) did not post the required deposit.

Proposed Buyer and Purchase and Sale Agreement

7. The Liquidating Trustee has since received the highest and best offer for the sale of the TM 25 Pools from U.S. Bank Trust National Association, as Trustee for American Homeowner Preservation Trust Series 2015A+ (the “**Proposed Buyer**”) by AHP Capital Management LLC, Administrator, which offered to purchase the Liquidating Trustee’s right, title, and interest in the TM 25 Pools for a price of \$165,000.00.

8. The Liquidating Trustee and the Proposed Buyer have entered into the Purchase and Sale Agreement (the “**Agreement**”), subject to higher and better offers and this Court’s approval. A copy of the Agreement (excluding the exhibits, which are identical to Exhibits A and B to this motion) is attached as **Exhibit C** to this motion. The essential terms of the Agreement are as follows:

- a. The sale price shall be \$165,000.00 or such higher and better offer accepted by the seller in the event that the Liquidating Trustee receives a Qualifying Bid (defined in paragraph 11 below) and conducts an auction.

b. The Proposed Buyer has wired the Liquidating Trustee the full purchase price of \$165,000. To be held as a deposit.

c. The sale is contingent upon receiving Court approval.

9. The Liquidating Trustee submits that the Agreement (a) is the result of arms-length negotiations, (b) is fair and reasonable to the Liquidating Trustee, the substantively consolidated Liquidating Trust estate, its beneficiaries and other parties-in-interest, and (c) contains provisions that are common and customary for such transactions.

Competitive Bidding; Auction in Event of Qualifying Bid; Final Hearing

10. The Liquidating Trustee believes that the sale to the Proposed Buyer is in the best interest of the Smart Money Liquidating Trust estate and its beneficiary creditors. However, in order to assure the greatest recovery, the Liquidating Trustee continues to solicit offers for the sale of the TM 25 Pools, and requests the Court approve the following bidding procedures (the "**Bidding Procedures**").

11. Anyone who desires to bid on the purchase of the TM 25 Pools shall submit a "**Qualifying Bid**," which is a written offer that:

a. is equal to or greater than \$175,000.00;

b. provides for the purchase of all or substantially all of the TM 25 Pools, and is accompanied by a duly executed form of agreement that is provided by the Liquidating Trustee;

c. is accompanied by a deposit in the amount of \$75,000.00 payable in immediately available funds in the form of a wire transfer or a certified check made payable to "Broad and Cassel LLP Trust Account," to be held by the Liquidating Trustee's counsel to secure the Qualifying Bid, which deposit shall be refunded if the Qualifying Bid is not accepted by the

Liquidating Trustee as the highest and best offer (or backup offer) for the TM 25 Pools following the auction;

d. contains financial and other information sufficient to enable the Liquidating Trustee, in her business judgment, to evaluate and confirm to the Liquidating Trustee's satisfaction the offeror's financial ability to consummate the purchase of the TM 25 Loan Pools;

e. fully discloses the identity of the offeror or any entity participating in the competing offer and discloses if the offeror has any current or intended future relationship with the Debtors' principals or any of the principals' insiders and/or relatives; and

f. provides that the offeror consents to the jurisdiction of the Court.

12. In the event that the Liquidating Trustee receives at least one Qualifying Bid by a deadline of 5:00 p.m. ET on the seventh day before the initial date set by the Court as the final hearing on this motion, then the Liquidating Trustee will conduct an auction for the sale of the TM 25 Pools in advance of the final hearing (at such time and place to be determined by the Liquidating Trustee).

13. Attached as **Exhibit D** is a Notice of Proposed Sale (containing the Bidding Procedures and auction procedures in the event a Qualifying Bid is received). The Liquidating Trustee requests that the Court approve the Notice of Proposed Sale for service on all creditors and parties in interest.

Sale to Be Free and Clear of Liens, Claims, and Interests

14. Based on the undersigned counsel's best information, there are no liens on the TM 25 Pools.

15. The only potential claims against the TM 25 Pools are those of Richard Gonzalez, individually and as Authorized Agent of (1) Oneness Investment Fund Management Group, (2)

Oneness Investment Fund Management Corporation, (3) Namaste Asset Management, LLC, and (4) MI Home Realty & Loans, Inc. (the “Gonzalez Entities”) as contracting parties pursuant to the Agreements for Assignment attached as Exhibit A and Exhibit B to this motion. Additionally, TM Property Solutions, LLC and Kathy Khodi may claim some interest in the TM 25 Pools or any proceeds therefrom by virtue of an Agreement dated August 25, 2014 (the “TM Agreement”) more specifically described on Page 31, Footnote 18 of the Examiner’s Report (ECF No. 262). The Liquidating Trustee submits that any claim the Gonzalez Entities may have pursuant to the Agreements of Assignment would at best constitute unsecured claims against the estate. Similarly, as to TM Property Solutions, LLC and/or Kathy Khodi, any claim pursuant to the TM Agreement, would at best constitute an unsecured claim against the estate. Furthermore, any such claim would be invalid as the owners of the TM 25 Pools (Pelican Real Estate, LLC and Pelican Portfolios, LLC) were not parties to the TM Agreement.

16. Pursuant to 11 U.S.C. § 363(f) the sale should be free and clear of liens, claims, and interests of others who receive notice of this motion and hearing, with the liens, claims, and interests to attach to the proceeds.

17. The Liquidating Trustee requests that the Court set a deadline of 5:00 p.m. ET on the seventh day before the initial date set by the Court as the final hearing to assert any claim as to the proceeds from the sale.

Brokers’ Commission

18. Because the Liquidating Trustee was solely involved in the finding of the Proposed Buyer, there are no brokerage fees owed relating to sale proposed herein. This represents a substantial savings to the creditors and the estate.

Good Faith Purchaser

19. The Liquidating Trustee submits that the Proposed Buyer is a good faith purchaser within the meaning of 11 U.S.C. § 363(m). The Proposed Buyer is not an insider to the debtor or to the trustee, and the negotiations between the trustee and the purchaser have been at arms'-length.

No 14-Day Stay of Sale Necessary After Entry of Order

20. Because of the need to close rapidly on the sale, the Liquidating Trustee submits that the circumstances warrant the elimination of the 14-day stay provided by Bankruptcy Rule 6004(h). The rule provides that the stay will not apply if the Court so orders.

Payment of Expenses of Servicer and Liquidating Trustee from Proceeds

21. The Liquidating Trustee reserves her right to request that all expenses (a) related to the servicer of the TM 25 Pools and (b) related to the sale of the TM 25 Pools, including attorneys' fees associated with the negotiation of the sale, obtaining approval from the Court, and closing the sale, in accordance with Section 4.06 of the Liquidating Trust Agreement: be paid out of the proceeds of the sale.

WHEREFORE, the Liquidating Trustee requests that the Court grant this motion and enter: (a) an order (in the form attached as **Exhibit E**) on an *ex parte* basis (i) conditionally approving the Bidding Procedures, the Notice and Proposed Sale and auction procedures contained therein in the event a Qualifying Bid is received, (ii) setting the deadline to assert any claim as to the proceeds from the sale, and (iii) setting a final hearing; (b) an order approving the sale of the TM 25 Pools free and clear of all liens, claims, and interests of others; and (c) granting such other relief as is just and proper.

Dated: October 19, 2017

BROAD AND CASSEL LLP
Counsel for the Liquidating Trustee
100 S.E. 3rd Avenue, Suite 2700
Fort Lauderdale, FL 33394
Ph. (954) 764-7060—Fax (954) 761-8135

By: /s/ Michael D. Lessne
Michael D. Lessne
Fla. Bar No. 73881
mlessne@broadandcassel.com

CERTIFICATE OF SERVICE

I CERTIFY that a true copy of this Application has been furnished (i) via transmission of Notices of Electronic Filing on all counsel of record or pro se parties identified on the CM/ECF service list maintained by the Court in this case (ii) by email to Bill Maloney at bill.maloney@bmaloney.com, Brian Fouts at bmfouts65@hotmail.com, Russell Chalk, Esq. at russchalk@earthlink.net; (iv) by email to Ira Silverstein at Ira@isslawyer.com (Counsel for Kathy Khodi and Khodi Rentals, LLC); (v) by email to Jorge Newbery, Manager for AHP Capital Management LLC, Administrator for U.S. Bank Trust National Association, as Trustee for American Homeowner Preservation Trust Series 2015A+; (vi) by email to Shawn Lee of Orange Capital Funding LLC at orangecapfl@gmail.com; (vii) by email to Brad Wash of BSI Financial at bwash@bsifinancial.com; (viii) by email to all parties who have expressed an interest to the trustee in the TM 25 Pools; and (ix) by first class U.S. mail, postage prepaid, on all parties shown on the manual notice list below, on this 19th day of October, 2017.

/s/ Michael D. Lessne
Michael D. Lessne

Electronic Mail Notice List

The following is the list of **parties** who are currently on the list to receive email notice/service for this case.

- Joel M Aresty aresty@icloud.com
- David W Baddley baddleyd@sec.gov
- Leyza F Blanco leyza.blanco@gray-robinson.com, Jennifer.Mahaffey@gray-robinson.com;Amador.Ruiz-Baliu@gray-robinson.com
- Lisa M Castellano lcastellano@bplegal.com, kmurphy@bplegal.com;kpacifico@bplegal.com
- Clifford J Geismar cliffjg@cfl.rr.com
- Elizabeth A Green egreen@bakerlaw.com, jdriggers@bakerlaw.com;OrlBakerDocket@bakerlaw.com;bakerlaw@ecf.courtdrive.com
- Jill E Kelso jill.kelso@usdoj.gov
- Andrew V Layden alayden@bakerlaw.com, jdriggers@bakerlaw.com;OrlBakerDocket@bakerlaw.com
- Michael D Lessne mlessne@broadandcassel.com, jphillips@broadandcassel.com;lnegron@broadandcassel.com
- David J Lisko david.lisko@hklaw.com
- Brian A McDowell brian.mcdowell@hklaw.com, linda.young@hklaw.com
- James H Monroe jhm@jamesmonroepa.com, jamesmonroe@jamesmonroepa.com;assistant@jamesmonroepa.com
- Michael A Nardella mnardella@nardellalaw.com, afebres@nardellalaw.com;msayne@nardellalaw.com
- Rinky S Parwani rinky@parwanilaw.com, kindra@parwanilaw.com
- Robert H Pflueger lucy@rhpflueger.com, rob@rhpflueger.com;r40459@notify.bestcase.com
- Laurence J. Pino ljp@pinonicholsonlaw.com, pat@pinonicholsonlaw.com
- Jeffrey K Possinger jeffrey.possinger@possingerlaw.com, katerina.hardin@possingerlaw.com
- Phillip Ragler phillip.ragler@usdoj.gov, USAFLM.ori_ecf@usdoj.gov
- Martin E Snodgrass msnodgrass@snodgrasslaw.com
- ReShaundra M Suggs FLBKECF@mwc-law.com, bkcmecef@cosplaw.com
- Frank P Terzo fterzo@broadandcassel.com, jphillips@broadandcassel.com;lnegron@broadandcassel.com
- Wendy Cramer Townsend wtownsend@bakerlaw.com, jdriggers@bakerlaw.com;egreen@bakerlaw.com;orlbakerdocket@bakerlaw.com;smccoy@bakerlaw.com
- United States Trustee - ORL USTP.Region21.OR.ECF@usdoj.gov
- Nicolette Corso Vilmos nvilmos@broadandcassel.com, lnegron@broadandcassel.com;choward@broadandcassel.com
- Richard B Webber rwebber@zkslawfirm.com, jconcannon@zkslawfirm.com;service@zkslawfirm.com

Manual Notice List (via first class U.S. Mail)

All parties listed on the attached LR 1007-2 matrix

Richard Gonzalez, Registered Agent
Oneness Investment Fund Management Group
189 Orange Avenue, Suite 1650
Orlando, FL 32801

Richard Gonzalez, Registered Agent
Oneness Investment Fund Management Group
189 Orange Avenue, Suite 1650
Orlando, FL 32801

Richard Gonzalez, Registered Agent
Oneness Investment Fund Management Corporation
189 Orange Avenue, Suite 1650
Orlando, FL 32801

Richard Gonzales, Registered Agent
MI Home Realty & Loans, Inc.
1101 S. Winchester Blvd. #D146
San Jose, CA 95128

Kathy Khodi
11830 Upland Way
Cupertino, CA 95014

Richard Gonzalez
1101 S. Winchester Blvd. #D146
San Jose, CA 95128

TM Property Solutions, LLC (copy of Motion and Order)
Attn: Mark Hyland
2600 S Shore Blvd., Suite 300
League City, TX 77573

Khodi Rentals, LLC (copy of Motion and Order)
Kathy Khodi, Registered Agent
11830 Upland Way
Cupertino CA 95014

Label Matrix for local noticing
113A-6
Case 6:16-bk-03817-RAC
Middle District of Florida
Orlando
Tue Aug 22 15:14:10 EDT 2017

ANDERSON
GAA KAA Ventures LLC
5719A 123rd Ave SE
Snohomish, WA 98290-5539

Acts Innovations
3700 Quebec St
#100-200
Denver, CO 80207-1638

Alan E. Orcutt, IRA
and Alan and Laura Orcutt
Snodgrass & Warren, Inc. PS
3302 Oakes Ave
Everett, WA 98201-4410

Alan Orcutt
12121 Admiralty Way
Apt.Q 105
Everett, WA 98204-7515

Alan and Laura Orcutt
Alan Orcutt IRA
c/o Martin E. Snodgrass
3302 Oakes Ave
Everett, WA 98201-4410

Art Rasmussen -
515 NW Saltzman Rd
#874
Portland, OR 97229-6098

Benito & Silva Carranza
3142 W Kings Ave
Phoenix, AZ 85053-3030

Benito Carranza
Clifford J Geismar
2431 Aloma Ave Ste 109
Winter Park FL 32792-2541

Brian Fouts -
PO Box 662
Fall City, WA 98024-0662

Carol Walton
14809 Falconhead Grove Loop
Austin, TX 78738-6796

Dance, Bigelow & Co, PC
3492 Long Prairie Rd
Suite 100
Flower Mound, TX 75022-5086

Danny Ashworth -
6192 W Valley View Dr
Highlands Ranch, UT 84003-3650

Dell Business Credit
PO Box 6275
Carol Stream, IL 60197-6275

Dennis Hogan
PO Box 270
Dangriga Belize

Elizabeth Phillipson
13929 228 St NE
Arlington, WA 98223-8589

Energy Capital Wilcox, JV
Michael A. Nardella, Esq.
250 East Colonial Drive
Suite 102
Orlando, Florida 32801-1231

F&M Bank
Richard Blackstone Webber, II
315 E. Robinson St Ste 600
Landmark Ctr
Orlando, FL 32801-4341

FOLKSON
SMBF Holdings, LLC
43 Rosemont Blvd
White Plains, NY 10607-1428

First Guaranty Mortgage Corporation
ReShaundra M. Suggs
CLARFIELD, OKON & SALOMONE, P.L.
500 South Australian Avenue, Suite 730
West Palm Beach, FL 33401-6237

Gene Tyler Investments LLC
c/o Gene Tyler
3230 Emerald Lane SW
Olympia, WA 98512-7517

Gerald Skousen -
13661 Hackamore Dr
Draper, UT 84020-8585

HORM
McHorm Investments LLC
1308 117th Dr SE
Lake Stevens, WA 98258-8559

Hafsteinn Stefansson
PO Box 3186
Everett, WA 98213-1186

Hu An Jung
No 5, lan 105, Jinghou St
Wenshan Dist, Taipei City
Taiwan ROC

ISOsource
19119 North Creek Pkwy
Suite 200
Bothell, WA 98011-8023

JRA INTERESTS LLC
c/o Jessica Allgier
5719A 123rd Ave SE
Snohomish, WA 98290-5539

Jacob Fouts -
5542 Glenmore Dr SE
Olympia, WA 98501-4900

Jeanne Unger
3241 Country Club Dr
Cameron Park, CA 95682-8603

Jeffrey Smith -
11028 69 St NE
Lake Stevens, WA 98258-2047

Jim Hayes -
308 Military Rd E
Tacoma, WA 98445-1247

Jodi Philippson
3839 McKinney Ave
#155-762
Dallas, TX 75204-1413

John Schwarzcild
c/o James H. Monroe, Esq.
P.O. Box 540163
Orlando, FL 32854-0163

John Schwarzcild
2302 Farnswood Cir
Austin TX 78704-4520

Justin Hanson
23 Collins Avenue
Randolph, MA 02368-2003

KATHRYN LEATY LLC
3702 206th Pl SW
Lynnwood, WA 98036-9363

Kathy Khodi
11830 Upland Way
Cupertino, CA 95014-5106

Kevin Davenport
3904 Oriental Drive NE
Olympia WA 98506-5226

Lin Yeh-Hung
5F, No 13, Ln 1
Guanguang St, Banqiao dist
New Taipei City 22
Taiwan ROC

Loren Bolinger
12401 10 Dr SE
Everett, WA 98208-6510

MARIA CORNAY
BECKER & POLIAKOFF, P.A.
Lisa M. Castellano, Esq.
1511 N. Westshore Blvd., Suite 1000
Tampa, Florida 33607-4591

Maria Cornay
8627 Vintner Ct NE
Albuquerque, NM 87122-4220

Maria Yip
c/o Nicolette C. Vilmos
390 North Orange Ave. Ste. 1400
Orlando, FL 32801-1687

Mervyn Rodricks
1405 SE 195 Ave
Camas, WA 98607-9580

Moss Adams LLP
2707 Colby Avenue
Suite 801
Everett, WA 98201-3565

N.A.P. Management, Inc.
7525 SE 24th Street
Suite 315
Mercer Island, WA 98040-2300

Parwani Law, PA,
9905 Alambra Ave.
Tampa FL 33619-5060

Pino Nicholson PLLC
PO Box 1511
Orlando, FL 32802-1511

Reggie Anderson
415 15th St
Snohomish, WA 98290-1804

Robin DelGrosso
Joel M. Aresty
309 1st Ave S
Tierra Verde, FL 33715-2231

Silvia Carranza
Clifford J Geismar
2431 Aloma Ave Ste 109
Winter Park FL 32792-2541

Smart Money Secured Income Fund, LLC
9633 Market Place
Suite 201
Lake Stevens, WA 98258-7944

Stimmel-Emstimmel LLC
5228 156 St SE
Mill Creek, WA 98012-4726

Tom Duncan
3032 56th Ct SE
Olympia WA 98501-7104

Tsai Lin Min
5F, No 8-8, Aly 5, Ln 50
Bashi Rd, Tamsui Dist,
Taiwan ROC

Tsai Tung Jung, Hu An Jung, Tsai Lin Min,
Lin Yeh Hung, and Acts Innovations, LLC
David J. Lisko/Holland & Knight LLP
100 N. Tampa Street, Suite 4100
Tampa, Florida 33602-3642

U.S. Securities and Exchange Commission
c/o David W. Baddley
950 East Paces Ferry Road, NE
Suite 900
Atlanta, GA 30326-1382

Ultimate Vitality
c/o Linell King
180 Sharwood Drive
Naples, FL 34110-5720

United States Trustee
c/o Jill E. Kelso, Trial Attorney
George C. Young Federal Bldg.
400 W. Washington St., Suite 1100
Orlando FL 32801-2210

WORKMAN INVESTMENTS LLC -
7812 Melrose Ln SE
Snoqualmie, WA 98065-8953

Will and Pauline Fox -
3400 W Lake Sammamish SE
Bellevue, WA 98008-5841

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Note: Entries with a '+' at the end of the name have an email address on file in CMECF	End of Label Matrix	
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Note: Entries with a '-' at the end of the name have filed a claim in this case	Bypassed recipients	1
	Total	61

EXHIBIT A

DocuSign Envelope ID: 067C348E-27C4-4F8F-9ACC-F4A4A5677913

AGREEMENT OF ASSIGNMENT

THIS AGREEMENT OF ASSIGNMENT is made and entered into this 5th day of June, 2014, by and between RICHARD GONZALES, individually and as Authorized Agent of ONENESS INVESTMENT FUND MANAGEMENT GROUP, ONENESS INVESTMENT FUND MANAGEMENT CORPORATION, a California corporation, NAMASTE ASSET MANAGEMENT, LLC, a California limited liability company, and MI HOME REALTY & LOANS, INC., a suspended California corporation (hereinafter collectively "Assignor"), does hereby grant, bargain, sell, assign and transfer to PELICAN REAL ESTATE, LLC, a Florida limited liability company, whose address is 189 S. Orange Avenue, Orlando, FL 32801, (hereinafter "Assignee"), those certain Real Properties set out and more particularly described in Exhibits "A" and "B" hereto (the "Properties").

IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. Assignee shall have the right, as Authorized Agent of Assignor, to prepare, execute, and record in the applicable Official or Public Records, such deeds or other conveyances of the Properties, to Properties to Assignee.
2. As further consideration for this Agreement of Assignment, upon Assignee's disposition of the Properties, or any of them, Assignee shall pay to Assignor at the closing thereof Ten Percent (10%) of the net proceeds received therefrom. Until such time as all Properties are disposed of, Assignee shall provide Assignor with a monthly report of proceeds, with accounting attached thereto.
3. The Parties aver and acknowledge that Assignee is taking the Properties as a Holder in Due Course, for value, in good faith, without notice of any prior assignment or of any liens, encumbrances or other obligations thereon.
4. This Agreement of Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Orange County, Florida. In the event that litigation results from or arises out of this Agreement of Assignment or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties have executed this Agreement of Assignment the day and year first above written.

Deborah Reis
 Witness Deborah Reis
[Signature]
 Witness Jared Creason

"ASSIGNOR"
 DocuSigned by:
 By: Richard Gonzalez
 RICHARD GONZALES, individually, and
 as Authorized Agent of ONENESS INVESTMENT
 FUND MANAGEMENT GROUP, ONENESS

DocuSign Envelope ID: 067C348E-27C4-4F8F-9ACC-F4A4A5677913

INVESTMENT FUND MANAGEMENT CORPORATION, NAMASTE ASSET MANAGEMENT, LLC, and MI HOME REALTY & LOANS, INC.

“ASSIGNEE”

PELICAN REAL ESTATE, LLC

By: Pelican Management Company, LLC, Its Managing Member

By: SMFG, Inc., Its Managing Member

By: ^{DocuSigned by:} Ron Fossum
Ron Fossum, Its President

Deborah Reis
Witness Deborah Reis
Jessie Cox
Witness Jessie Cox

~~STATE OF CALIFORNIA~~
WASHINGTON
STATE OF ~~CALIFORNIA~~
COUNTY OF Snohomish

Before me personally appeared RICHARD GONZALES, to me personally known or who produced California Drivers' License Number C2136101, as picture identification, and who is known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed, with full authority.

WITNESS my hand and official seal in the State and County aforesaid, this 6th day of June, 2014.

(SEAL)



Inez Garcia
Notary Public, State of ~~California~~ WASHINGTON
My Commission Expires: 9-9-17

STATE OF WASHINGTON
COUNTY OF Snohomish

Before me personally appeared RON FOSSUM, to me personally known or who produced Washington Drivers' License Number FOSSUR 331BP, as picture identification, and who is known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed, with full authority.

DocuSign Envelope ID: 067C348E-27C4-4F8F-9ACC-F4A4A5677913

WITNESS my hand and official seal in the State and County aforesaid, this 6th day of June, 2014.

(SEAL)





Inez Garcia
Notary Public, State of Washington
My Commission Expires: 9-9-17

DocuSign Envelope ID: 067C348E-27C4-4FBF-9ACC-F44A45677913

25-1 EXHIBIT A PG 1

Loan Number	Property Address	Property City	Prop. State	Prop. Zip	FPIB	Original Balance	Interest Rate	Current Payment P&I
TM 25 -1	7441123619 6980 NW 186TH ST APT 3-125	MILAMI	FL	33015	\$111,586.45	\$113,520.00	7.1250	\$674.03
TM 25 -1	5002178112 2204 WEST 8TH ST	MUNCIE	IN	47302	\$70,055.33	\$72,000.00	9.0500	\$581.92
TM 25 -1	5003675548 14915 GRIGGS STREET	DETROIT	MI	48238	\$74,972.30	\$67,150.00	10.5200	\$615.25
TM 25 -1	7439790932 20860 SANTA CLARA	DETROIT	MI	48219	\$96,541.14	\$95,400.00	7.2900	\$653.39
TM 25 -1	222800694 1703 EAST 50TH TERRACE	KANSAS CITY	MO	64110	\$68,126.23	\$69,300.00	8.8000	\$547.67
TM 25 -1	7439972373 61 YORK AVENUE	DAYTON	OH	45403	\$58,229.48	\$58,950.00	10.2250	\$527.16
TM 25 -1	7439972373 215 1/2 HARRISON ST	PORT CLINTON	OH	43452	\$82,755.67	\$80,000.00	8.6500	\$623.66
TM 25 -1	7438557837 2480 W KEEFE AVE	MIL WAUKEE	WI	53206	\$68,810.30	\$73,100.00	7.7500	\$523.70

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EXHIBIT "A"

25-1 EXHIBIT A Pg 2

Date Originated / Posting	Date Maturity	Date Payment Due First	Date Payment Last	Total Taxes Owed (Current & Delin)	Assessed Value	Value	PROPERTY OCCUPANCY	U-DIL	R-DIL	FORECLOSURE
	30 years		11/30/2009	\$0.00	\$41,100.00	\$41,100.00	Occupied			
	30 years		5/1/2008	\$941.16	\$32,537.00	\$32,537.00	Vacant	X		
	30 years		10/1/2006	\$2,123.66	\$20,342.00	\$20,342.00	Vacant		X	
	30 years		8/1/2/2008	\$2,852.39	\$31,100.00	\$31,100.00	Vacant			X
	30 years		5/1/2009	\$0.00	\$15,090.00	\$15,090.00	Unknown			
	30 years		8/29/2008	\$4,871.94	\$9,922.00	\$9,922.00	Vacant			
8/9/2005	30 years		10/19/2008	\$5,615.69	\$19,332.00	\$19,332.00	Vacant		X	
	30 years		5/1/2008	\$2,554.51	\$72,500.00	\$72,500.00	Vacant	X		
				18,959.35						

KS Initials

 MC Initials

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25-2 EXHIBIT B Pg 1 EXHIBIT 'B'

Loan Number	Property Address	Property City	Prop State	Prop Zip	LPIB	Original Balance	Interest Rate	Current Payment P&I
TM 25-2	222803115	3200 CORAL SPRINGS DRIVE UNIT 105	FL	33065		\$159,313.55	7.5000	\$1,128.16
TM 25-2	222246729	11000 SOUTHWEST 200 STREET UNIT 307	FL	33157		\$134,777.77	8.4630	\$987.34
TM 25-2	770833813	741 N DRAKE AVENUE	IL	60624		\$176,435.59	5.9900	\$1,102.00
TM 25-2	771538213	5632 CLAUDE AVE	IN	46320		\$63,212.13	8.8000	\$505.78
TM 25-2	500103126	1105 COLUMBUS BLVD	IN	46901		\$68,674.72	7.8400	\$529.33
TM 25-2	223381128	3767 HAZEL WOOD	MI	48206		\$56,670.04	8.8900	\$460.11
TM 25-2	500308341	1848 BERKLEY AVE	MI	49509		\$98,879.16	8.2000	\$773.92
TM 25-2	5003162513	13625 CASTLETON	MI	48227		\$89,804.70	8.7000	\$706.69
TM 25-2	7428891485	746 E COLUMBIA AVE	MI	48340		\$101,144.07	8.7500	\$778.83
TM 25-2	221170287	2155 CRESCENT AVENUE	MO	63121		\$57,140.54	11.5500	\$532.35
TM 25-2	221870848	4032 OLIVE STREET	MO	64130		\$66,254.54	10.3500	\$507.79
TM 25-2	5002572777	3419 E 21ST STREET	MO	64127		\$46,097.97	9.5000	\$410.82
TM 25-2	2003746523	246 BERMAN AVE	OH	44305		\$60,000.00	8.5200	\$450.76
TM 25-2	742739671	2326 MELLWOOD AVE	OH	43613		\$99,775.38	7.7500	\$669.85
TM 25-2	2005526151	2820 2822 NORTH 24TH PLACE #2	WI	53206		\$84,265.23	11.9900	\$873.67



Initials  Initials 

EXHIBIT B**AGREEMENT OF ASSIGNMENT**

THIS AGREEMENT OF ASSIGNMENT is made and entered into this 5th day of June, 2014, by and between RICHARD GONZALES, individually and as Authorized Agent of ONENESS INVESTMENT FUND MANAGEMENT GROUP, ONENESS INVESTMENT FUND MANAGEMENT CORPORATION, a California corporation, NAMASTE ASSET MANAGEMENT, LLC, a California limited liability company, and MI HOME REALTY & LOANS, INC., a suspended California corporation (hereinafter collectively "Assignor"), does hereby grant, bargain, sell, assign and transfer to PELICAN PORTFOLIOS, LLC, a Florida limited liability company, whose address is 189 S. Orange Avenue, Orlando, FL 32801, (hereinafter "Assignee"), those certain Promissory Notes set out and more particularly described in Exhibits "A" and "B" hereto (the "Notes"), together with the monies due and to be come due thereon, with interest from the 6th day of June, 2014), as well as each and every Mortgage securing said Notes (the "Mortgages").

TO HAVE AND TO HOLD the same unto the said Assignee, Assignee's heirs, legal representatives, successors and assigns forever.

IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. Assignee shall have the right, as Authorized Agent of Assignor, to prepare, execute, and record in the applicable Official or Public Records, such Assignments of Mortgage as are necessary to transfer the Mortgages of record to Assignee.
2. As further consideration for this Agreement of Assignment, upon Assignee's disposition of the Notes and Mortgages, or any of them, Assignee shall pay to Assignor at the closing thereof Ten Percent (10%) of the net proceeds received therefrom. Until such time as all Notes and Mortgages are disposed of, Assignee shall provide Assignor with a monthly report of proceeds, with accounting attached thereto.
3. The Parties aver and acknowledge that Assignee is taking the Notes and Mortgages as a Holder in Due Course, for value, in good faith, without notice of any prior assignment or of any liens, encumbrances or other obligations thereon.
4. This Agreement of Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Orange County, Florida. In the event that litigation results from or arises out of this Agreement of Assignment or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties have executed this Agreement of Assignment the day and year first above written.

Deborah Reis

 Deborah Reis

By: "ASSIGNOR"
DocuSigned by:
Richard Gonzales

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Witness [Signature]
Witness Fred Crapan

RICHARD GONZALES, individually, and as Authorized Agent of ONENESS INVESTMENT FUND MANAGEMENT GROUP, ONENESS INVESTMENT FUND MANAGEMENT CORPORATION, NAMASTE ASSET MANAGEMENT, LLC, and MI HOME REALTY & LOANS, INC.

"ASSIGNEE"

PELICAN PORTFOLIOS, LLC

Deborah Reis
Witness Deborah Reis
[Signature]
Witness Fred Crapan

By: Pelican Management Company, LLC, Its Managing Member

DocuSigned by:
By: Ron Fossum
Name: 38CC84329A260C... FOSSUM
Title: _____

~~STATE OF CALIFORNIA~~
~~COUNTY OF SNOWHORN~~
WASHINGTON
COUNTY OF SNOHOMISH

Before me personally appeared RICHARD GONZALES, to me personally known or who produced California Drivers' License Number C2136101, as picture identification, and who is known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed, with full authority.

WITNESS my hand and official seal in the State and County aforesaid, this 6th day of June, 2014.

(SEAL)



Inez Garcia
Notary Public, State of ~~California~~ WASHINGTON
My Commission Expires:

~~STATE OF CALIFORNIA~~
~~COUNTY OF SNOWHORN~~
WASHINGTON
COUNTY OF SNOHOMISH

Before me personally appeared Ron Fossum, to me personally known or who produced ~~California~~ WASHINGTON Drivers' License Number FISSURA 331 0P, as picture identification, and who is

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known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed, with full authority.

WITNESS my hand and official seal in the State and County aforesaid, this 6th day of June, 2014.

Inez Garcia
Notary Public, State of ~~California~~ WASHINGTON
My Commission Expires: 9.9.17

(SEAL)



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EXHIBIT A "NOTES" PAGE 1.

25-1

Loan Number	Property Address	Property City	Prop State	Prop Zip	IPB	Original Balance	Interest Rate	Current Payment P&I	Date Originated (Month)
TM 25 -1	222246889	3945 EDGEWOOD AVENUE	FL	33916	\$181,600.00	\$181,600.00	6.8750	\$1,040.42	1/27/2006
TM 25 -1	222294795	4530 JOHN BOY LANE	FL	32203	\$64,542.64	\$66,300.00	10.6500	\$613.92	5/1/2002
TM 25 -1	222488232	1401 VILLAGE BLVD UNIT 2022	FL	33409	\$200,786.72	\$200,925.00	7.8750	\$1,456.83	2/22/2007
TM 25 -1	770802530	22710 WATERSEDGE UNIT #78	FL	34459	\$99,297.68	\$99,900.00	6.8750	\$572.34	5/26/2007
TM 25 -1	2004288979	8789 NW 39TH ST BLDG 7 UNIT 3103	FL	33351	\$151,953.50	\$151,992.00	6.0000	\$759.96	7/25/2006
TM 25 -1	5003264305	5222 WOOD CIRCLE W	FL	33805	\$133,923.55	\$126,000.00	10.7500	\$1,176.19	12/2/2005
TM 25 -1	5003290211	4816 QUEEN PALM DR	FL	33870	\$86,311.67	\$86,100.00	8.2000	\$643.82	1/18/2006
TM 25 -1	5003491080	215 HUNT AVENUE	FL	34946	\$78,217.16	\$71,500.00	10.5000	\$654.04	9/12/2000
TM 25 -1	7439934969	2116 E 17TH AVE	FL	33605	\$89,827.32	\$93,120.00	7.3750	\$643.16	8/10/2005
TM 25 -1	222702109	3935-45 WEST ALTHELD STREET UNIT 393	IL	60647	\$200,855.81	\$204,250.00	9.1000	\$1,658.16	5/1/2006
TM 25 -1	2004219107	604 E BENTON ST	IL	60505	\$137,726.10	\$139,500.00	8.8500	\$1,107.43	8/22/2007
TM 25 -1	5003324366	336 SOUTH CHAUNUTE STREET	IL	61866	\$44,232.82	\$45,000.00	10.1000	\$398.24	8/8/2008
TM 25 -1	22668690	712 SOUTH 13TH STREET	IN	47374	\$138,191.97	\$139,500.00	8.7500	\$1,097.45	12/20/2006
TM 25 -1	77154288	3655 W IVANWALD DR	IN	46171	\$74,492.77	\$72,000.00	8.9900	\$578.81	11/8/2004
TM 25 -1	5002821079	5441 SOUTH LAUREL	IN	46227	\$83,709.43	\$87,000.00	7.9900	\$637.77	10/26/2005
TM 25 -1	5002919790	1203 BLACKMAN ST	IN	47842	\$58,785.94	\$58,500.00	8.9500	\$468.60	12/30/2005
TM 25 -1	7417703006	6829 CHRYSLER ST	IN	46268	\$34,202.63	\$37,000.00	9.0000	\$458.63	9/3/2003
TM 25 -1	474010840	34752 STACY STREET	MI	48185	\$122,137.99	\$124,000.00	7.7500	\$888.35	6/22/2007
TM 25 -1	7436607402	14420 LEDARD AVENUE	MI	48089	\$63,497.22	\$68,000.00	6.9900	\$451.95	8/12/2003
TM 25 -1	2004582847	3809 HIGHLAND AVENUE	MO	64109	\$66,589.72	\$67,500.00	7.8750	\$489.42	7/31/2007
TM 25 -1	7442128363	425 ELMWOOD	MO	64124	\$68,266.49	\$72,000.00	7.0000	\$479.02	
TM 25 -1	5002972539	35 MOSELLE ST	NY	14211	\$23,157.77	\$33,297.38	8.2561	\$408.50	12/30/2005
TM 25 -1	770808698	6618 FAIRPARK AVENUE	OH	45216	\$103,063.32	\$104,000.00	8.8000	\$786.24	3/26/2009
TM 25 -1	71538042	41165 GANDERS FLAT RD	OH	44432	\$63,551.91	\$64,500.00	9.4500	\$540.00	3/28/2007
TM 25 -1	5002623802	5222 CADDILLAC COURT	OH	45417	\$47,406.09	\$50,000.00	7.1200	\$356.69	4/21/2005
TM 25 -1	5003005916	574 SOUTH HAMPTON RD	OH	43610	\$52,725.62	\$55,200.00	8.9500	\$442.17	7/29/2004
TM 25 -1	5003132559	1110 1112 E 17TH AVE	OH	43213	\$59,835.91	\$63,000.00	7.9900	\$461.83	10/24/2005
TM 25 -1	6261249626	1118 PARK RD	OH	43211	\$55,867.18	\$60,000.00	12.3000	\$631.06	1/23/2004
TM 25 -1	5002773823	31 PLYMOUTH ST	PA	15003	\$27,667.73	\$30,000.00	8.6000	\$232.80	8/26/2005
TM 25 -1	7433091220	EDWARDSVILLE	PA	18704	\$29,531.79	\$31,500.00	11.0000	\$299.98	9/26/2000
TM 25 -1	222999852	3941 NORTH 30TH STREET	WI	53216	\$80,620.31	\$81,000.00	10.9500	\$748.70	3/7/2007
TM 25 -1	771548702	4673 N 53RD ST	WI	53218	\$62,945.80	\$63,000.00	8.8400	\$499.68	1/10/2006
TM 25 -1	2004424051	3544 NORTH 16TH STREET	WI	53206	\$83,407.41	\$84,600.00	9.0500	\$631.76	4/10/2007
TM 25 -1	7429239700	3144 PONDEROSA DRIVE	MS	39212	106717.28				
		JACKSON						Initials	Initials

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25-1

EXHIBIT A "NOTES" PAGE 2

Date	Payment	Date Payment	Total Taxes	Assessed Value	Value	OCCUPANCY	U-DIL	R-DIL	FORECLOSURE
Month	Date First	1st	(Cons of Current & Delq)						
30 years		2/21/2009	\$0.00	\$31,000.00	\$31,000.00	Vacant			X
30 years		4/24/2008	\$0.00	\$30,100.00	\$30,100.00	Occupied			X
30 years		10/20/2008	\$2.87	\$27,600.00	\$27,600.00	Unknown			X
30 years		7/1/2008	\$0.00	\$58,240.00	\$58,240.00	Unknown			X
30 years		12/1/2006	\$0.00	\$20,785.00	\$20,785.00	Occupied			X
30 years		1/6/2007	\$481.68	\$21,244.00	\$21,244.00	Unknown			X
30 years		11/18/2009	\$3,104.07	\$51,800.00	\$51,800.00	Vacant			X
30 years		12/13/2008	\$4,764.19	\$58,500.00	\$58,500.00	Occupied			X
30 years		6/15/2009	\$1,608.08	\$52,242.00	\$52,242.00	Occupied			X
30 years		12/1/2008	\$590.81	\$43,631.00	\$43,631.00	Occupied			X
30 years		10/21/2008	\$4,144.45	\$32,401.00	\$32,401.00	Occupied			X
30 years		10/1/2007	\$2,397.31	\$21,701.00	\$21,701.00	Occupied			X
30 years		4/1/2007		\$23,849.00	\$23,849.00				X
30 years		6/16/2008	\$633.48	\$34,740.00	\$34,740.00				X
30 years		10/27/2009	\$980.62	\$16,625.00	\$16,625.00	Vacant			X
30 years		6/15/2009	\$2,390.29	\$28,910.00	\$28,910.00	Vacant			X
30 years		1/1/2008	\$2,700.54	\$26,550.00	\$26,550.00	Unknown			X
30 years		1/1/2007	\$2,310.55	\$153,719.00	\$153,719.00	Vacant			X
30 years		12/31/2008	\$0.00	\$26,074.00	\$26,074.00	Unknown			X
30 years		9/1/2008	\$1,482.33	\$63,540.00	\$63,540.00				X
30 years		8/1/2007	\$0.00	\$78,000.00	\$78,000.00	Vacant			X
30 years		10/1/2008	\$1,112.36	\$3,900.00	\$3,900.00	Vacant			X
10 years		3/23/2010	\$3,990.01	\$21,554.00	\$21,554.00	Occupied			X
30 years		1/22/2009	\$1,224.28	\$34,503.00	\$34,503.00				X
15 years		3/10/2009	\$1,794.36	\$10,212.00	\$10,212.00	Occupied			X
30 years		3/1/2008	\$2,819.29	\$5,009.00	\$5,009.00	Vacant			X
30 years		1/1/2009	\$5,049.42	\$7,122.00	\$7,122.00	Vacant			X
30 years		12/1/2009	\$532.58	\$14,256.00	\$14,256.00				X
15 years		2/20/2009	\$5,292.87	\$7,422.00	\$7,422.00	Unknown			X
30 years		10/1/2007	\$2,359.10	\$76,100.00	\$76,100.00				X
30 years		3/31/2009	\$328.28	\$28,678.00	\$28,678.00				X
30 years		8/24/2010	\$2,404.97	\$33,900.00	\$33,900.00	Occupied			X
30 years		3/26/2010	\$831.40	\$38,800.00	\$38,800.00	Vacant			X
30 years		7/2/2009	\$266.36	\$43,000.00	\$43,000.00	Vacant			X
			\$4,675.15						

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25-2

EXHIBIT "B" "NOTES" PAGE 1

Loan Number	Property Address	Property City	Prop State	Prop Zip	FPIB	Original Balance	Interest Rate	Current Payment	Date Closing	Date Maturity	Date Payment Due First
TM 25-2	7418257267	228 76TH STREET NORTH	BIRMINGHAM	AL	35206	\$17,971.45	6.2500	\$207.93	9/17/2003	15 years	
TM 25-2	7419742580	1012 SOUTH 3RD AVE	LANETT	AL	36863	\$48,387.28	9.6250	\$436.04	2/23/2004	30 years	
TM 25-2	7433388113	1404 SOUTH HIGHWAY 161	JACKSONVILLE	AR	72076	\$40,732.87	9.1250	\$336.14	11/21/2001	30 years	
TM 25-2	473769040	4422 N 47TH DR	PHOENIX	AZ	83031	\$155,200.00	6.5000	\$840.67	4/26/2007	30 years	
TM 25-2	222953433	1315 NW 13TH AVENUE	OCALA	FL	34475	\$83,835.60	10.9900	\$808.84	3/25/2006	30 years	
TM 25-2	22299349	6027 10TH STE	BRADENTON	FL	34203	\$118,457.23	8.9000	\$908.77	11/21/2007	30 years	
TM 25-2	771508925	125 SOUTH D ST	LAKE WORTH	FL	33460	\$140,857.04	9.0900	\$1,155.83	6/21/2007	30 years	
TM 25-2	7442716974	3847 DESOTO AVENUE	FORT MYERS	FL	33916	\$126,400.00	7.6250	\$803.17	11/02/2007	30 years	
TM 25-2	222673610	2336 18TH AVENUE SOUTH	SAINT PETERSBURG	FL	33712	\$78,811.62	9.9990	\$694.11	7/7/2004	30 years	
TM 25-2	221916102	5367 JOAN OF ARC PLACE	COLLEGE PARK	GA	30349	\$77,152.86	11.1500	\$751.67	11/17/2005	30 years	
TM 25-2	222294823	8937 EISENHOWER PARKWAY	LIZELLA	GA	31052	\$126,274.23	10.6500	\$1,214.88	6/1/2008	30 years	
TM 25-2	7437874811	5766 BRACKIN RD	DONALDSONVILLE	GA	39845	\$33,635.41	35.6000	\$121.48			
TM 25-2	221368050	6940 SOUTH WOOD	CHICAGO	IL	60636	\$47,270.82	12.1000	\$373.08	4/30/2004	15 years	
TM 25-2	222292516	2213 WEST 171ST STREET	HAZEL CREST	IL	60429	\$65,510.91	10.2500	\$476.72	5/24/2002	30 years	
TM 25-2	222799951	2100 EAST 223RD STREET	SAUK VILLAGE	IL	60411	\$113,990.13	9.4500	\$917.01	2/13/2007	30 years	
TM 25-2	222999473	2105 PERSHING AVENUE	ROCKFORD	IL	61109	\$38,466.09	9.4500	\$498.14	5/24/2002	30 years	
TM 25-2	1120315092	2226 WINDSOR LANE	COUNTRY CLUB HILLS	IL	60478	\$73,829.74	9.8000	\$667.55	6/8/2007	28 years	
TM 25-2	7429926775	419 HICKORY	CHICAGO HEIGHTS	IL	60411	\$107,652.49	8.1250	\$813.78	7/5/2006	30 years	
TM 25-2	223169629	2664 JEFFERSON STREET	GARY	IN	46407	\$55,696.52	10.0000	\$492.32			
TM 25-2	5003372987	4340 DELAWARE STREET	GARY	IN	46409	\$71,346.30	8.5000	\$676.03			
TM 25-2	5003734289	3514 WEST 20TH PLACE	GARY	IN	46404	\$52,806.80	5.5350	\$483.45			
TM 25-2	4761565500	2610 RAYMOND STREET	FORT WAYNE	IN	46803	\$45,223.91	8.1250	\$487.08	1/26/2007	30 years	
TM 25-2	7417115144	2514 NORTH 38TH STREET	KANSAS CITY	KS	66104	\$39,961.49	5.8750	\$437.39	6/26/2003	15 years	
TM 25-2	7431670066	1335 QUINDARO BLVD	KANSAS CITY	KS	66104	\$23,360.15	11.2500	\$242.82			
TM 25-2	8100332386	407 S 18TH ST	LOUISVILLE	KY	40203	\$120,826.88	9.5000	\$958.57			
TM 25-2	7400930913	26 PLEASANT VIEW CHURCH ROAD	BARBOURVILLE	KY	40906	\$64,638.02	7.3750	\$446.18	4/27/2005	30 years	
TM 25-2	7433476488	3322 WOODLAND DR	LOUISVILLE	KY	40216	\$59,929.43	10.4900	\$590.44	12/11/2001	30 years	
TM 25-2	221368246	600 NORTH HUCKABY	CHURCH POINT	LA	70525	\$18,521.82	9.2500	\$273.77	7/24/1998	15 years	
TM 25-2	7414733147	204 SOUTH PLEASANT	GONZALES	LA	70737	\$43,937.10	7.8750	\$327.73	5/6/2003	30 years	
TM 25-2	770831125	2538 QUANTICO AVENUE	BALTIMORE	MD	21215	\$53,818.94	9.1250	\$446.68			
TM 25-2	5001836714	2819 KENNEDY AVENUE	BALTIMORE	MD	21218	\$38,167.10	10.4900	\$388.45	2/27/2007	30 years	
TM 25-2	221170064	15 PEARL STREET APT 1	MADISON	ME	4950	\$111,480.22	9.4250	\$935.63	2/28/006	30 years	

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TM 25-2	7440627024	147 COURT STREET	BANGOR	ME	4401	\$139,275.71	\$140,000.00	8,3000	\$1,056.70			30 years
TM 25-2	221368389	20194 HULL STREET	HIGHLAND PARK	MI	48203	\$25,449.30	\$28,000.00	10.3500	\$253.00			30 years
TM 25-2	224120833	2071 SOUTH MILFORD	HIGHLAND TOWNSHIP	MI	48357	\$136,239.90	\$136,300.00	6.1250	\$695.70	3/13/2006		30 years
TM 25-2	5001719336	3235 WHITTIER AVENUE	FLINT	MI	48506	\$53,070.98	\$57,500.00	6.9500	\$380.62			30 years
TM 25-2	5002807195	5470 KOHNS STREET	DETROIT	MI	48213	\$31,149.22	\$32,300.00	9.8000	\$278.69			30 years
TM 25-2	5003529689	4358 THREE MILE DR	DETROIT	MI	48224	\$132,108.98	\$136,750.00	7.9500	\$998.66			30 years
TM 25-2	5003802435	12722 BIRWOOD STREET	DETROIT	MI	48238	\$74,000.08	\$77,000.00	9.5000	\$647.46			30 years
TM 25-2	7427004635	4481 RADNOR STREET	DETROIT	MI	48224	\$85,906.91	\$87,000.00	8.2500	\$653.60			30 years
TM 25-2	7438471377	20443 MACARTHUR ST	REDFORD	MI	48240	\$115,669.14	\$119,000.00	7.8900	\$864.07			30 years
TM 25-2	7439661075	12734 CLOVERLAWN ST	DETROIT	MI	48238	\$38,758.97	\$40,000.00	9.0000	\$321.85	6/31/2005		30 years
TM 25-2	7441062098	5351 MARLEWOOD STREET	DETROIT	MI	48204	\$43,777.54	\$45,000.00	8.5500	\$347.61			30 years
TM 25-2	REMIC657	657 CHALMERS ST	DETROIT	MI	48215	\$108,900.00	\$108,900.00	7.4900	\$760.70			30 years
TM 25-2	7429597271	118 HICKORY STREET NORTH	LESTER PRAIRIE	MI	55354	\$112,431.46	\$108,000.00	7.1250	\$727.62			30 years
TM 25-2	7437959135	2070 MANITOU AVENUE	ST PAUL	MN	55119	\$126,227.60	\$131,100.00	7.7500	\$939.22	5/26/2004		30 years
TM 25-2	222284475	4630 MINNESOTA AVENUE	SAINT LOUIS	MO	63111	\$144,921.19	\$145,000.00	9.7000	\$1,197.20			30 years
TM 25-2	5002001599	5122 TERRY AVE	SAINT LOUIS	MO	63115	\$37,589.63	\$40,050.00	9.7500	\$344.10			30 years
TM 25-2	5003196046	6050 GARESCHE AVENUE	SAINT LOUIS	MO	63136	\$36,801.61	\$40,000.00	10.7750	\$374.14			30 years
TM 25-2	223070776	1445 GIBALTAR DR	JACKSON	MS	39204	\$60,819.48	\$61,600.00	9.3750	\$312.36	7/26/2006		30 years
TM 25-2	7441754751	335 CUMMINS ST	JACKSON	MS	39204	\$80,044.59	\$81,000.00	10.6400	\$749.43			30 years
TM 25-2	7428902001	116 ELM STREET	TRENTON	NJ	8611	\$35,129.79	\$35,250.00	7.1250	\$328.05	6/12/2006		30 years
TM 25-2	221869256	377 FORD STREET	TOLEDO	OH	44446	\$70,325.83	\$71,100.00	9.1000	\$577.21			30 years
TM 25-2	810010053	1013 SHERWOOD DRIVE	DAYTON	OH	45608	\$75,668.80	\$76,500.00	7.9500	\$558.67			30 years
TM 25-2	2004590134	2318 WILDER AVENUE	CINCINNATI	OH	45204	\$61,306.91	\$63,000.00	8.2500	\$473.30	4/18/2007		30 years
TM 25-2	5003359612	2531 DEVONSHIRE ROAD	STEUBENVILLE	OH	43922	\$33,288.67	\$33,750.00	8.2500	\$253.55			30 years
TM 25-2	7427928742	117 MISSOURI AVE	DAYTON	OH	45410	\$49,349.73	\$50,000.00	8.7500	\$399.35			30 years
TM 25-2	7428005151	1421-1423 WEST 4TH	ASHTABULA	OH	44004	\$64,129.48	\$56,000.00	8.1250	\$415.80			30 years
TM 25-2	7433274529	1361 HART STREET	AKRON	OH	44306	\$63,276.27	\$65,700.00	9.5000	\$552.45	9/28/2001		30 years
TM 25-2	7440166981	2506 111TH STREET	TOLEDO	OH	43611	\$88,487.29	\$92,000.00	6.5990	\$587.51	7/28/2005		30 years
TM 25-2	7440971450	3411 WEST 47TH STREET	CLEVELAND	OH	44102	\$77,430.17	\$78,200.00	8.9250	\$598.70			30 years
TM 25-2	7441750437	22093 MOUNITZ RD	MINERVA	OH	44657	\$116,354.16	\$108,000.00	7.8750	\$783.07	7/31/2006		30 years
TM 25-2	REMIC1044	1044 COLBURN ST.	TOLEDO	OH	43609	\$24,675.00	\$24,675.00	9.6250	\$309.74			30 years
TM 25-2	45679687	1157 E 26TH ST	ERIE	PA	16504	\$52,272.43	\$59,850.00	9.6500	\$630.39	5/19/2005		15 years
TM 25-2	222295169	1905 JUNE STREET	ERIE	PA	16510	\$27,195.00	\$28,000.00	11.5500	\$278.36	2/6/2007		30 years
TM 25-2	5000658792	206 MARYLAND AVE	PUNXSUTAWNEY	PA	15767	\$48,332.14	\$42,750.00	9.2900	\$352.93	10/9/2008		30 years
TM 25-2	7436828453	4591 BRIARCLIFF TERRACE D-171	TOBYHANNA	PA	18466	\$116,109.73	\$96,000.00	9.0000	\$772.44	9/28/2003		30 years
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TM 25 -2	7439066432	151 SCHOOL AVENUE LOT 182	JEROME	PA	13937	\$67,571.76	\$70,000.00	8,400	\$35.27	2/25/2005	30 years
TM 25 -2	5001442628	906 MAPLE DR	MEMPHIS	TN	38108	\$63,286.61	\$69,300.00	9,2500	\$370.12	11/24/1999	30 years
TM 25 -2	7435242912	446 SOUTH MAIN ST	HENNING	TN	38041	\$59,902.44	\$63,000.00	10,3750		12/23/2002	30 years
TM 25 -2	222667072	2626 STARKS AVENUE	DALLAS	TX	75215	\$49,292.61	\$49,600.00	10,6100	\$457.80		30 years
TM 25 -2	600591304	5117 DIERPE ST	HOUSTON	TX	77033	\$65,075.94	\$68,458.00	6,5000	\$432.70		30 years
TM 25 -2	221773414	5221 NORTH 46TH STREET	MILWAUKEE	WI	53218	\$81,334.81	\$64,400.00	10,7800	\$602.62	5/22/2008	30 years
TM 25 -2	2004163565	4170 N 21ST ST	MILWAUKEE	WI	53209	\$104,079.26	\$104,000.00	8,9900	\$836.06		30 years
TM 25 -2	2004640972	2963 N 52ND STREET	MILWAUKEE	WI	53210	\$100,264.57	\$100,800.00	10,9900	\$959.18	7/22/2009	30 years
TM 25 -2	7435282116	2354-2356 N 20TH STREET	MILWAUKEE	WI	53206	\$23,550.06	\$15,000.00	9,9900	\$161.10	1/14/2003	15 years
TM 25 -2	7442212627	5430 N 73RD ST	MILWAUKEE	WI	53218	\$103,215.41	\$103,700.00	9,7500	\$860.25		30 years
TM 25 -2	7436758627	416 NORTH STEVENS STREET	RHINELANDER	WI	54501	\$66,340.50	\$64,500.00	9,2500	\$330.63		30 years
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Date Payment Made (Month & Year)	Tax Assessment (1000 & Dths)	Assessed Value	Value	OCCUPANCY	U-DIL	R-DIL	FORECLOSURE
2/25/2010	\$2,344.04	\$85,600.00	\$85,600.00	Vacant			
6/5/2009	\$0.00	\$23,010.00	\$23,010.00	Vacant			
10/7/2010	\$184.40	\$55,200.00	\$55,200.00	Vacant			
7/24/2008	\$329.11	\$20,800.00	\$20,800.00	Vacant			
12/5/2009	\$769.56	\$34,600.00	\$34,600.00	Vacant			
12/13/2008	\$1,982.36	\$63,000.00	\$63,000.00	Unknown			
7/15/2009	\$0.00	\$52,100.00	\$52,100.00	Unknown			
5/28/2009	\$953.30	\$5,699.00	\$5,699.00	Vacant			
12/1/2007	\$450.24	\$2,830.00	\$2,830.00	Boarded			
8/1/2008	\$609.70	\$41,000.00	\$41,000.00	Unknown			
3/17/2008	\$699.60	\$52,280.00	\$52,280.00	Vacant			
7/27/2005	\$291.94	\$2,220.00	\$2,220.00	Boarded			
12/1/2006	\$647.05	\$37,200.00	\$37,200.00				
10/10/2006	\$7,469.81	\$103,700.00	\$103,700.00				
6/9/2009	\$4,056.64	\$37,630.00	\$37,630.00	Occupied			
9/2/2009	\$3,214.40	\$18,340.00	\$18,340.00	Vacant			
7/1/2008	\$3,266.02	\$16,741.00	\$16,741.00	Vacant			
N/A	\$4,377.20	\$50,150.00	\$50,150.00	Unknown			
4/5/2010	\$2,751.30	\$8,037.00	\$8,037.00	Vacant			
1/30/2010	\$6,740.48	\$31,584.00	\$31,584.00	Vacant			
2/8/2010	\$3,680.13	\$15,174.00	\$15,174.00	Unknown			
4/1/2008	\$10,562.98	\$19,513.00	\$19,513.00	Vacant			
N/A	\$6,123.37	\$23,334.00	\$23,334.00	Vacant			
8/7/2009	\$3,388.11	\$24,016.00	\$24,016.00	Vacant			
6/20/2009	\$5,511.53	\$13,902.00	\$13,902.00	Boarded			
2/1/2010	\$10,222.44	\$18,266.00	\$18,266.00	Vacant			
10/1/2010	\$4,185.72	\$27,900.00	\$27,900.00	Vacant			
10/8/2010	\$4,691.14	\$23,564.00	\$23,564.00	Vacant			
5/8/2009	\$5,925.27	\$11,190.00	\$11,190.00	Unknown			
4/28/2009	\$5,493.66	\$61,700.00	\$61,700.00	Occupied			
5/16/2009	\$5,944.27	\$101,400.00	\$101,400.00	Occupied			
5/26/2009	\$4,173.37	\$10,606.00	\$10,606.00				

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11/1/2006	\$9,664.73	\$68,281.00	\$68,281.00	Vacant	X
6/24/2010	\$2,084.25	\$8,151.00	\$8,151.00	Vacant	X
10/13/2010	\$728.59	\$15,100.00	\$15,100.00	Vacant	X
12/26/2009	\$6,010.79	\$79,600.00	\$79,600.00	Occupied	X
7/13/2010	\$2,401.71	\$15,500.00	\$15,500.00	Boarded	X
7/15/2009	\$1,093.82	\$28,857.00	\$28,857.00	Unknown	X
6/27/2009	\$3,112.53	\$13,906.00	\$13,906.00	Unknown	X
5/1/2009	\$1,087.21	\$31,823.00	\$31,823.00	Vacant	X
1/1/2009	\$1,248.60	\$4,250.00	\$4,250.00	Vacant	X
10/1/2008	\$755.01	\$19,301.00	\$19,301.00	Boarded	X
12/13/2009		\$2,904.00	\$2,904.00	no pictures	X
5/1/2008	\$301.19	\$11,000.00	\$11,000.00	Occupied	X
11/12/2008					
5/30/2010	\$216.99	\$51,040.00	\$51,040.00		
3/18/2009	\$1,343.55	\$19,410.00	\$19,410.00	Occupied	X
1/1/2010	\$990.58	\$38,290.00	\$38,290.00	Vacant	X
11/17/2009	\$2,233.11	\$45,100.00	\$45,100.00	Vacant	X
3/31/2010	\$1,860.04	\$33,900.00	\$33,900.00	Vacant	X
10/1/2008	\$1,575.72	\$16,400.00	\$16,400.00	Vacant	X
1/27/2009	\$4,143.29	\$38,800.00	\$38,800.00	Vacant	X
6/19/2009	\$1,424.02	\$54,700.00	\$54,700.00	Occupied	X
5/12/2009	\$7,916.95	\$38,200.00	\$38,200.00	Vacant	X
4/27/2009	\$5,372.30	\$26,470.00	\$26,470.00	Vacant	X
4/1/2009	\$0.00	\$17,870.00	\$17,870.00	Vacant	X
3/6/2010	\$3,626.36	\$58,430.00	\$58,430.00	Vacant	X
3/26/2008		\$11,430.00	\$11,430.00	Vacant	X
4/28/2009	\$6,993.90	\$67,100.00	\$67,100.00	Vacant	X
N/A	\$3,314.14	\$21,900.00	\$21,900.00		
6/22/2009	\$1,845.10	\$27,300.00	\$27,300.00	Unknown	X
6/27/2009	\$3,965.63	\$71,600.00	\$71,600.00	Vacant	X
3/18/2010	\$1,830.23	\$45,200.00	\$45,200.00	Vacant	X
11/24/2009	\$10,554.78	\$96,360.00	\$96,360.00	Occupied	X
2/22/2009	\$160.88	\$4,480.00	\$4,480.00	Occupied	X
4/19/2010	\$1,268.40	\$9,200.00	\$9,200.00	Occupied	X
8/10/2009	\$1,813.97	\$61,500.00	\$61,500.00	Occupied	X
2/1/2007	\$0.00	\$17,420.00	\$17,420.00	Occupied	X

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4/1/2007	\$7,014.81	\$33,043.00	\$33,043.00	
2/1/2010	\$2,811.40	\$45,200.00	\$45,200.00	Vacant
1/1/2010	\$2,811.40	\$70,900.00	\$70,900.00	Occupied
3/26/2010	\$3,130.89	\$45,900.00	\$45,900.00	Occupied
10/1/2008	\$7,435.27	\$65,200.00	\$65,200.00	Unknown
10/20/2009	\$14,290.58	\$76,000.00	\$76,000.00	Unknown
10/16/2009	\$13,018.14	\$78,200.00	\$78,200.00	Occupied
2/20/2009	\$7,133.08	\$28,700.00	\$28,700.00	Occupied
2/15/2010	\$10,085.38	\$60,700.00	\$60,700.00	Occupied
9/10/2008	\$7,816.38	\$41,000.00	\$41,000.00	Occupied
8/7/2009		\$58,100.00	\$58,100.00	Vacant
	\$342,370.74	\$3,676,983.00	\$3,676,983.00	

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EXHIBIT C

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into as of the ^{4u}17 day of October, 2017 by and between Maria M. Yip, Liquidating Trustee of the Smart Money Liquidating Trust ("Liquidating Trustee" or "Seller") and U.S. Bank Trust National Association, as Trustee for American Homeowner Preservation Trust Series 2015A+ or assigns ("Buyer" and with the Seller, the "Parties").

WHEREAS, on June 8, 2016, the following entities (with the last four digits of their taxpayer identification numbers) filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court, Middle District of Florida (Orlando Division) (the "Bankruptcy Court"): (i) Pelican Real Estate, LLC, a Florida LLC (6190); (ii) Pelican Portfolios, LLC, a Florida LLC (2896); (iii) Pelican Management, LLC, a Florida LLC (3093); (iv) Smart Money Secured Income Fund, LLC, a Nevada LLC (0664); (v) Smart Money Secured Income Fund Manager, LLC, a Nevada LLC (2762); (vi) Turnkey Investment Fund, LLC, a Nevada LLC (9311); (vii) Turnkey Investment Fund Manager, LLC, a Nevada LLC (1580); (viii) Accelerated Asset Group, LLC, a Washington LLC (6166); and (ix) SMFG, Inc., a Nevada LLC (9753) (collectively, the "Debtors").

WHEREAS, the Debtors were jointly administered under the lead case *Pelican Real Estate LLC*, case no. 6:16-bk-03817-RAC (ECF No. ¹ 25), and on December 28, 2016, were substantively consolidated *nunc pro tunc* to the petition date (ECF No. 303).

WHEREAS, on February 15, 2017, the Bankruptcy Court entered an order (the "Confirmation Order") (ECF No. 414) confirming the Debtors' plan of liquidation, the terms of which are reflected in the Second Amended Plan of Liquidation (ECF No. 400) (the "Plan").

WHEREAS, on March 2, 2017 (ECF No. 428), the Smart Money Liquidating Trust (the "Liquidating Trust") came into existence, and the Liquidating Trust Assets² transferred to the Liquidating Trust. *See* Plan, Pars. 1.40-1.42 and 6.3.

WHEREAS, the Liquidating Trust is governed by the Liquidating Trust Agreement (ECF No. 449) and Maria M. Yip is the Liquidating Trustee. *Id.*

WHEREAS, the Liquidating Trust Assets include the Debtors' interest in the Mortgage Loans (as defined in Article I below).

WHEREAS, the Liquidating Trustee is authorized to liquidate the Liquidating Trust Assets. *See* Liquidating Trust Agreement, Sec. 4.01(i).

¹ All references to "ECF No." refer to the electronic case filing number in case no. 6:16-bk-03817-RAC, U.S. Bankruptcy Court, Middle District of Florida.

² Defined in Paragraph 1.39 of the Plan as "all Property of the Estate, less the Smart Money Insurance Assets." The Smart Money Insurance Assets are not relevant for purposes of this Agreement. *See* Plan, Par. 1.65.

WHEREAS, the Liquidating Trustee is willing to sell, and Buyer is willing to purchase, the Seller's right, title, and interest in the Mortgage Loans, for the consideration and under the express terms, provisions, conditions and limitations as set forth in this Agreement; and

WHEREAS, Seller and Buyer desire to enter into this Agreement to establish the terms and conditions governing such purchase and sale;

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, the following terms shall have the meaning indicated:

"Auction" means the auction to be conducted in the event that the Liquidating Trustee receives a Qualifying Bid.

"Assignment of Mortgage" means, with respect to any Mortgage Loan, an original or certified copy of an assignment of the related Mortgage, notice of transfer or equivalent instrument in recorded or recordable form, sufficient under the laws of the jurisdiction wherein the related Mortgaged Property is located to reflect the assignment and transfer of such Mortgage.

"Deposit" means the cash amount set forth in Section 2.3 herein.

"Effective Date" means the date on which the Bankruptcy Court approves the sale of the Seller's right, title and interest in and to the Mortgage Loans.

"Mortgage" means, with respect to any Mortgage Loan, the mortgage, deed of trust or other instrument securing the related Mortgage Note.

"Mortgage Loan" (or "Mortgage Loans") means a loan (or loans) contained on the Mortgage Loan Schedule and evidenced by a Mortgage Note and secured by the related Mortgage, along with an assignment or allonge.

"Mortgage Loan Documents" means, with respect to each Mortgage Loan, the Mortgage Note, the Mortgage, the Assignment of Mortgage, and any other documents or instruments in Seller's possession or control creating, relating to, or evidencing the Mortgage Loan.

"Mortgage Loan Schedule" means the list of Mortgage Loans set forth in the exhibits to (a) the Agreement of Assignment dated June 5, 2014, by and between Richard Gonzalez, individually and as Authorized Agent of Oneness Investment Fund Management Group, Oneness Investment Fund Management Corporation, Namaste Asset Management, LLC, and MI Home Realty & Loans, Inc., and Pelican Real Estate, LLC, a copy of which is attached as **Exhibit A** to

this Agreement, and (b) the Agreement of Assignment dated June 5, 2014, by and between Richard Gonzalez, individually and as Authorized Agent of Oneness Investment Fund Management Group, Oneness Investment Fund Management Corporation, Namaste Asset Management, LLC, and MI Home Realty & Loans, Inc., and Pelican Portfolios, LLC, a copy of which is attached as **Exhibit B** to this Agreement; except that the Mortgage Loan Schedule specifically excludes the excess proceeds of (a) \$6,661.55 due Seller from the sale of the property located at 425 Elmwood Ave, Kansas City, MO, (b) \$1,075.28 due Seller from the sale of the property located at 1703 E 50th Terrace, Kansas City, MO, (c) \$1,593.26 due Seller from the sale of the property located at 3809 Highland Ave, Kansas City, MO, and (d) all amounts due Seller from the sale of the property located at 1401 Village Blvd Unit 2022, West Palm Beach, FL.

“Mortgage Note” means, with respect to each Mortgage Loan, the promissory note or other evidence of indebtedness evidencing such Mortgage Loan.

“Mortgaged Property” means, with respect to each Mortgage Loan, the related Obligor’s fee interest in the real property subject to the Mortgage.

“Obligor” means, with respect to each Mortgage Loan, any obligor(s) on the related Mortgage Loan Documents, including, without limitation, any and all guarantors, sureties or other persons or entities that are or may be liable thereon.

“Protected Consumer Information” means non-public personal information as defined in 16 C.F.R. § 313.3(n)(1) *et seq.*, along with any other information belonging or related to an Obligor that is protected from general disclosure by any and all federal, state and local law or regulation in force during the term of this Agreement or any other agreement, written or verbal, between the parties relating to the transaction contemplated herein.

“Purchase Price” means the cash amount set forth in Section 2.2 herein.

“Qualifying Bid” means a written offer that is made by the time permitted by the Bankruptcy Court that: (a) is equal to or greater than \$175,000.00; (b) provides for the purchase of all or substantially all of the TM 25 Pools, and is accompanied by a duly executed form of agreement that is provided by the Liquidating Trustee; (c) is accompanied by a deposit in the amount of \$75,000.00 payable in immediately available funds in the form of a wire transfer or a certified check made payable to “Broad and Cassel LLP Trust Account,” to be held by the Liquidating Trustee’s counsel to secure the Qualifying Bid, which deposit shall be refunded if the Qualifying Bid is not accepted by the Liquidating Trustee as the highest and best offer (or backup offer) for the TM 25 Pools following an auction; (d) contains financial and other information sufficient to enable the Liquidating Trustee, in her business judgment, to evaluate and confirm to the Liquidating Trustee’s satisfaction the offeror’s financial ability to consummate the purchase of the TM 25 Loan Pools; (e) fully discloses the identity of the offeror or any entity participating in the competing offer and discloses if the offeror has any current or intended future relationship with the Debtors’ principals or any of the principals’ insiders and/or relatives; and (f) provides that the offeror consents to the jurisdiction of the Bankruptcy Court.

**ARTICLE II
PURCHASE AND SALE OF THE MORTGAGE LOANS**

2.1. **Agreement to Sell and Purchase Mortgage Loans.** Subject to the terms and conditions of this Agreement, Seller agrees to sell and assign to Buyer, and Buyer agrees to purchase, assume and accept from Seller all of Seller's right, title and interest in and to the Mortgage Loans.

2.2. **Purchase Price.** The Purchase Price shall be One Hundred Sixty-Five Thousand Dollars and No Cents (**\$165,000.00**) or such higher and better offer accepted by Seller as the high bid in the event of the Auction.

2.3. **Deposit.** Contemporaneous with Buyer's execution of this Agreement, Buyer shall make the Deposit of One Hundred Sixty-Five Thousand Dollars and No Cents (**\$165,000.00**) in immediately available funds in United States Dollars, by wire transfer to Seller or delivery of a certified check to Seller's attorney Michael D. Lessne made payable to "Broad and Cassel LLP Trust Account." In the event of the Auction, the Seller shall refund the Deposit to the Buyer within two business days after the earlier of: (a) Buyer's offer not being the offer accepted by the Seller as the high bid at the Auction or the backup offer at the Auction or (b) Buyer's offer being the backup offer accepted by the Seller at the Auction and Seller closing with the high bidder.

2.5 **Closing in Event of Auction.** In the event of the Auction and that Buyer's offer is accepted by Seller as the high bid at the Auction, then Buyer shall pay Seller the balance of the Purchase Price in immediately available funds in United States Dollars, by cash, by wire transfer as instructed by Seller, or by delivery of a certified check to Seller's attorney Michael D. Lessne made payable to "Broad and Cassel LLP Trust Account" on or before the final hearing on Seller's motion to approve the sale of the TM 25 Pools. In the event of the Auction and that Buyer's offer is accepted by Seller as the backup bid at the Auction, then Buyer must pay the balance of the Purchase Price in immediately available funds in United States Dollars, by cash, by wire transfer as instructed by Seller, or by delivery of a certified check to Seller's attorney Michael D. Lessne made payable to "Broad and Cassel LLP Trust Account" within three days after Seller's notification by email that the high bidder has failed to timely close.

2.6 **Court Approval.** This Agreement is contingent upon the approval of the Bankruptcy Court authorizing this sale to the Buyer. If the Bankruptcy Court does not approve the sale to Buyer after payment of the full Purchase Price, then Seller shall return the Purchase Price to Buyer within two business days after entry of an order by the Bankruptcy Court disapproving the sale.

2.7 **Default.** Buyer's failure to timely pay the balance of the Purchase Price shall be an immediate default by Buyer. In the event of such default, Seller shall retain and recover the Deposit as liquidated damages, and Seller may resell the Mortgage Loans. In the event that, before the Bankruptcy Court approves the sale to the Buyer, Seller fails to close with Buyer for any reason, including, but not limited to, the exercise of the subjective discretion of Seller, and Seller gives notice to Buyer that Seller will not close, then Buyer's damages will be limited to

the return of the Deposit, which Seller shall refund to Buyer within two business days after Seller gives such notice.

**ARTICLE III
TRANSFER OF MORTGAGE LOANS AND TRANSFER DOCUMENTS**

3.1. **Transfer.** Within 30 days after the Effective Date, Seller shall deliver to Buyer (i) the Mortgage Loan Documents in Seller's possession, (ii) assignments, allonges and/or deeds from Seller or by the servicer of the Mortgage Loans of Seller's right, title and interest in and to the Mortgage Loans purchased pursuant to this Agreement, and (iii) such information in Seller's possession that may be necessary for the Buyer to service the Mortgage Loans (collectively, the "Transfer Documents"). Buyer shall bear the expenses of transportation and storage of the Transfer Documents.

**ARTICLE IV
SERVICING**

4.1. **Servicing-Released Basis.** The Mortgage Loans shall be sold and conveyed to Buyer as of the Effective Date on a servicing-released basis. Buyer is making its own arrangements for the servicing and collection of the Mortgage Loans, and Seller shall have no obligation with respect thereto.

4.2. **Transfer of Servicing.** Buyer shall not communicate with any Obligor or otherwise take any action with respect to any Mortgage Loan or any Obligor before the Effective Date. All rights, obligations, liabilities and responsibilities with respect to the servicing of the Mortgage Loans shall pass to Buyer on the Effective Date, and Seller shall thereafter have no obligation to perform any servicing activities with respect to the Mortgage Loans.

4.3. **Subsequent Payments.** If Seller shall receive any payment from an Obligor on or after the Effective Date, Seller shall pay over and/or deliver such payment to Buyer within 30 days of its receipt thereof and, if necessary, with an endorsement in the form substantially as follows: "Pay to the order of _____, without recourse."

**ARTICLE V
DISCLAIMER**

5.1. **Disclaimer regarding Mortgage Loans.** THE MORTGAGE LOANS ARE BEING SOLD TO BUYER "AS IS" AND "WHERE IS" WITH NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED.

**ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF BUYER**

7.1. **Representations and Warranties of Buyer.** Buyer hereby represents and warrants that:

(a) Buyer is duly and legally authorized to enter into this Agreement and has complied with all laws, rules, regulations, charter provisions and bylaws to which it may be subject, and the undersigned representative is authorized to act on behalf of and bind Buyer to the terms of this Agreement.

(b) Buyer acknowledges that it has conducted such due diligence review and analysis of the Mortgage Loan Documents and related information, together with such records as are generally available to the public from local, county, state and federal authorities, record-keeping offices and courts (including, without limitation, any bankruptcy courts in which any Obligor may be subject to any pending bankruptcy proceedings), as Buyer deemed necessary, proper, or appropriate in order to make a complete informed decision with respect to the purchase and acquisition of the Mortgage Loans.

(c) Buyer acknowledges that it (i) has had ample time and opportunity to examine and investigate the Mortgage Loans and the Mortgaged Property, (ii) is assuming the risk of full or partial loss which is inherent with the credit, collateral and collectability risk associated with the quality and character of the Mortgage Loans, (iii) is not relying on any representation or warranty, either express or implied, made by Seller, other than as expressly set forth in this Agreement, (iv) has made such independent investigation as Buyer deems to be warranted into the nature, attachment, perfection, priority, validity, enforceability, collectability, and value of the Mortgages and the Mortgage Loans, the title, condition and value of any Mortgaged Property, and all other facts it deems material to the purchase of the Mortgage Loans.

(d) Buyer acknowledges that (i) Seller has not made any independent verification or investigation of any of the information, data, assessments, due diligence, advice or documentation contained in the Mortgage Loan Documents, (ii) the Mortgage Loans and the Mortgage Loan Documents may be incomplete, inaccurate or erroneous, in whole or in part, (iii) the liability of certain Obligors may have been discharged, settled, compromised and/or released, and (iv) Buyer has taken into account the risks, economic and otherwise, associated with the matters set forth in subparagraphs (i) through (iii) above in making its offer to purchase the Mortgage Loans and the Purchase Price has been adjusted accordingly.

(e) Buyer shall not institute any enforcement or legal action or proceeding in the name of Seller or any affiliate thereof, or make reference to any of the foregoing entities in any correspondence to or discussion with any Obligor regarding enforcement or collection of the Mortgage Loans except to identify the origination of the Mortgage Loans. Buyer shall not take any enforcement action against any Obligor which would be commercially unreasonable. Buyer shall not misrepresent, mislead, deceive, or otherwise fail to disclose adequately to any Obligor the identity of Buyer as the owner of the Mortgage Loans. Seller shall have the right to seek the entry of an order by a court competent jurisdiction enjoining any violation hereof.

(f) Buyer shall abide by all applicable legal requirements of federal, state and local governments or agencies in respect to the Mortgage Loans, including but not limited to, federal or state licensing laws, the Real Estate Settlement Procedures Act, the Fair Debt Collection Practices Act, the Federal Consumer Credit Protection Act, the Truth In Lending Act and

Regulation Z issued thereunder, the Federal Equal Credit Opportunity Act and Regulation B issued thereunder, or any other applicable Federal or State laws or regulations.

(g) Buyer has fully disclosed to Seller its identity and any participating entity

(h) Except as fully disclosed to Seller, Buyer has no relationship with the Debtors or any of their insiders or the insiders' relatives.

ARTICLE VII MISCELLANEOUS

8.1. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

8.2. Construction. Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such noun and pronoun and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

8.3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

8.4. Entire Agreement. This Agreement, along with any addenda, exhibits and schedules hereto, contains the entire agreement between the parties and supersedes all prior agreements, arrangements and understandings relating to the subject matter thereof. There are no written or oral agreements, understandings, representations or warranties between the parties other than those set forth herein.

8.5. Headings. The headings of the Articles and Sections contained in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

8.6. Notices. All notices and other communications under this Agreement must be in writing (including a writing delivered by electronic transmission) and are deemed to have been duly given: (a) when delivered, if sent by registered or certified mail (return receipt requested); (b) when delivered, if delivered personally or by facsimile or email if followed by a complete and correct copy of the same delivered by first class mail or reputable overnight courier); (c) on the first following business day, if sent by United States Express Mail or other reputable overnight courier; or (d) when delivered, if sent by email; in each case to the parties at the address set forth on the signatures page(s) of this Agreement.

8.7. Binding. This contract is binding upon the Parties, their heirs, executors or assigns, subject to the condition subsequent of approval by the Bankruptcy Court.

8.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to those relating to conflicts or choices of law. The respective parties hereto irrevocably and unconditionally (i) consent to submit to

the jurisdiction of the Bankruptcy Court or, to the extent the Bankruptcy Court shall not have or accept jurisdiction over any matter, the other courts of the United States or Florida for Orange County, Florida, for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby; (ii) agree not to commence any such litigation except in such courts; and (iii) waive any objection to venue lying in such courts, and any claim that any such court is an inconvenient forum.

8.9. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ITS RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY AGAINST THE OTHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE. EACH PARTY AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT ITS RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS PARAGRAPH AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

8.10. Attorney's Fees. If the Parties becomes involved in litigation (including bankruptcy proceedings), arbitration or other proceedings arising out of or relating to this Agreement, the court or arbitrator shall award legal expenses (including, without limitation, reasonable attorney's fees and court costs and other legal expenses) to the prevailing party. The award for legal expenses shall not be computed in accordance with any court schedule, but shall fully reimburse all reasonable attorney's fees and other legal expenses paid or incurred in good faith, regardless of the size of the judgment or award.

8.11. Relationship of Parties. The relationship between the parties is solely that of independent buyer and seller, Buyer is not acting as an agent for Seller and shall not represent to third parties that it is so acting. Nothing contained in this Agreement constitutes or shall be construed as the formation of a partnership, joint venture, tenancy-in-common, or any other form of co-ownership between Buyer and Seller or any other person, or the creation of any fiduciary relationship of any kind between Buyer and Seller or any other person.

8.12. Waivers; Time. The rights of the Parties shall not be waived or varied except by an express writing. Any failure to exercise or any delay in exercising such rights shall not preclude any other or further exercise of that or any other right. No act or course of conduct or negotiation on the part of any Party shall preclude such party from exercising any such right or constitute a suspension or any variation of any such right. It is agreed that time is of the essence of this Agreement.

8.13. Severability. In the case any provision in the Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as not to be invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not affected or impaired thereby.

8.14 Seller's Exculpatory Clause. This Agreement is being executed by Seller solely in her capacity as Chapter 7 Trustee of the Debtors, and not personally. It is expressly understood and agreed that Seller's execution of this Agreement and all other actions as taken by Seller in connection with this Agreement shall not be construed as creating any liability on the part of Seller in her individual capacity, and Buyer agrees and acknowledges that Purchaser shall not have any claim or cause of action against Seller in Seller's individual capacity with respect to such execution or other actions.

8.15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, representatives and assigns.

8.16 Closing Costs; Expenses. Any and all closing costs of the sale contemplated by this Agreement, including any charges for notarizations, wire transfers, courier or delivery services, endorsements, recording, inspections, or servicing shall be borne by Buyer. Subject to the foregoing, whether or not the sale contemplated by this Agreement is consummated, all costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such expenses. The foregoing shall not affect the legal right, if any, that a Party may have to recover expenses from another party for breach of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by its duly authorized representative as of the date first written above.

[SIGNATURES APPEAR ON NEXT PAGE]

BUYER:

U.S. Bank National Association, as Trustee for American Homeowner Preservation Trust Series 2015A+

BUYER ADDRESS:

c/o AHP Capital Management LLC, Administrator
819 S. Wabash Avenue, Suite 606
Chicago, IL 60605

By:  _____

Printed Name: *Joseph Newberry*

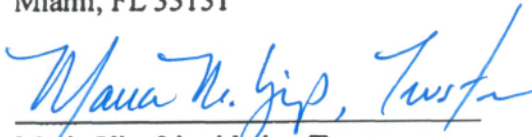
Title: *Manager*

SELLER:

Maria Yip, as Liquidating Trustee of the Smart Money Liquidating Trust

SELLER ADDRESS:

c/o Yip Associates
One Biscayne Tower, Suite 2690
2 South Biscayne Blvd.
Miami, FL 33131



Maria Yip, Liquidating Trustee

EXHIBIT D

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

In re:

Chapter 11

Pelican Real Estate, LLC, et al.

Case No.: 6:16-bk-03817-RAC

Debtors.

Jointly Administered with:
Case No.: 6:16-bk-03820-RAC;
Case No.: 6:16-bk-03822-RAC;
Case No.: 6:16-bk-03823-RAC;
Case No.: 6:16-bk-03825-RAC;
Case No.: 6:16-bk-03827-RAC;
Case No.: 6:16-bk-03828-RAC;
Case No.: 6:16-bk-03829-RAC; and
Case No.: 6:16-bk-03830-RAC

LIQUIDATING TRUSTEE'S NOTICE OF PROPOSED SALE OF TM 25 POOLS

Maria M. Yip, Liquidating Trustee of the Smart Money Liquidating Trust (the “**Liquidating Trustee**”), proposes to sell the Liquidating Trustee’s right, title, and interest in the following described property,

The distressed real estate assets described in paragraphs 89 through 97 of the Examiner’s Report (ECF No. 262), which consist of: (a) the assets assigned to Pelican Real Estate, LLC, pursuant to the Agreement of Assignment dated June 5, 2014, by and between Richard Gonzalez, individually and as Authorized Agent of Oneness Investment Fund Management Group, Oneness Investment Fund Management Corporation, Namaste Asset Management, LLC, and MI Home Realty & Loans, Inc., and Pelican Real Estate, LLC, a copy of which is attached to this notice as **Exhibit A**, and (b) the assets assigned to Pelican Portfolios, LLC, pursuant to the Agreement of Assignment dated June 5, 2014, by and between Richard Gonzalez, individually and as Authorized Agent of Oneness Investment Fund Management Group, Oneness Investment Fund Management Corporation, Namaste Asset Management, LLC, and MI Home Realty & Loans, Inc., and Pelican Portfolios, LLC, a copy of which is attached to this notice as **Exhibit B**, but specifically **excluding the excess proceeds of (a) \$6,661.55 due Seller from the sale of the property located at 425 Elmwood Ave, Kansas City, MO, (b) \$1,075.28 due Seller from the sale of the property located at 1703 E 50th Terrace, Kansas City, MO, (c) \$1,593.26 due Seller from the sale of the property located at 3809 Highland Ave, Kansas City, MO, and (d) all amounts due Seller from the sale of the property located at 1401 Village Blvd., Unit 2022, West Palm Beach, FL**

(the “**TM 25 Pools**”), “as is, where is” to U.S. Bank Trust National Association, as Trustee for American Homeowner Trust Series 2015A+ or assigns, for \$165,000.00; or for such higher and better offer received in accordance with the approved Bidding Procedures, which require that a Qualifying Bid must be received **on or before** _____, **at 5:00 p.m. ET**, in which case the Liquidating Trustee will conduct an auction on _____, at _____ p.m. at the offices of Broad and Cassel, LLP, One Financial Plaza, 100 S.E. 3rd Avenue, Suite 2700, Fort Lauderdale, FL 33394.

A Qualifying Bid is a written offer that (a) is equal to or greater than \$175,000.00, (b) provides for the purchase of all or substantially all of the TM 25 Pools, and is accompanied by a duly executed form of agreement that is provided by the Liquidating Trustee (upon request), (c) is accompanied by a deposit in the amount of \$75,000.00 payable in immediately available funds in the form of a wire transfer or a certified check made payable to “Broad and Cassel LLP Trust Account,” to be held by the Liquidating Trustee's counsel to secure the Qualifying Bid, which deposit shall be refunded if the Qualifying Bid is not accepted by the Liquidating Trustee as the highest and best offer (or backup offer) for the TM 25 Pools following the auction, (d) contains financial and other information sufficient to enable the Liquidating Trustee, in her business judgment, to evaluate and confirm to the Liquidating Trustee's satisfaction the offeror's financial ability to consummate the purchase of the TM 25 Loan Pools, (e) fully discloses the identity of the offeror or any entity participating in the competing offer and discloses if the offeror has any current or intended future relationship with the Debtors' principals or any of the principals' insiders and/or relatives; and (f) provides that the offeror consents to the jurisdiction of the bankruptcy court.

In the event of an auction (if the Liquidating Trustee receives one or more Qualifying Bids): (a) bidding increments will be \$5,000.00, and the Liquidating Trustee may choose to accept the second highest bid as the “backup bidder”; (b) the buyer must pay the high bid price by wire transfer or cashier's check made and delivered to “Broad and Cassel LLP Trust Account” prior to the final hearing on the Liquidating Trustee's motion to sell free and clear of liens, claims, and interests, or in the event the buyer fails to timely close then the backup bidder must pay the backup bid price by wire transfer or cashier's check made and delivered to the trustee within 3 days after the trustee's notification by email that the high bidder has failed to timely close; (c) bidders may bid by telephone if they provide their phone number, authorized representative's name, and email address to the trustee's counsel at least two days before the auction; (d) with respect to deposits, (i) the Liquidating Trustee may retain the high bidder's deposit, to be forfeited to the estate as liquidated damages in the event of the high bidder's failure to timely close, (ii) the Liquidating Trustee will promptly return the backup bidder's cashier's check in the event the high bidder closes, and may deposit the backup bidder's check upon giving email notification of the high bidder's failure to close, this deposit to be forfeited to the estate as liquidated damages in the event of the backup bidder's failure to timely close, and (iii) all other bidders' deposits will be returned by the Liquidating Trustee promptly after the auction.

Interested bidders may contact the trustee's counsel Michael D. Lessne for further information.

Dated: October ____, 2017

BROAD AND CASSEL LLP
Counsel for the Liquidating Trustee
100 S.E. 3rd Avenue, Suite 2700
Fort Lauderdale, FL 33394
Ph. (954) 764-7060—Fax (954) 761-8135

By: /s/ Michael D. Lessne
Michael D. Lessne
Fla. Bar No. 73881
mlessne@broadandcassel.com

EXHIBIT E

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

In re:

Chapter 11

Pelican Real Estate, LLC, et al.

Case No.: 6:16-bk-03817-RAC

Debtors.

Jointly Administered with:
Case No.: 6:16-bk-03820-RAC;
Case No.: 6:16-bk-03822-RAC;
Case No.: 6:16-bk-03823-RAC;
Case No.: 6:16-bk-03825-RAC;
Case No.: 6:16-bk-03827-RAC;
Case No.: 6:16-bk-03828-RAC;
Case No.: 6:16-bk-03829-RAC; and
Case No.: 6:16-bk-03830-RAC

**ORDER CONDITIONALLY APPROVING SALE PROCEDURES
AND BREAK-UP FEE FOR SALE OF PROPERTY (TM 25 POOLS)
FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS OF OTHERS**

THIS CASE came before the Court without hearing upon the *Liquidating Trustee's Motion for Approval of Sale Procedures and Break-up Fee and for Approval of Purchase and Sale Agreement and Sale of Property (TM 25 Pools) Free and Clear of Liens, Claims, and Interests of Others* (ECF No. _____) (the "**Motion**"), the Court having reviewed the Motion, and good cause appearing,

It is **ORDERED**:

1. The Court conditionally **APPROVES** the *Liquidating Trustee's Notice of Proposed Sale of TM 25 Pools* ("**Sale Notice**") attached as Exhibit D to the Motion and the

procedures set forth in the Sale Notice. The Liquidating Trustee shall serve the Sale Notice on all creditors and all other parties who were served with the Motion.

2. The Court conditionally **APPROVES** the Bidding Procedures¹. In order to bid on the TM 25 Pools, a bidder must submit to the Liquidating Trustee's counsel a Qualifying Bid² (which includes the requirement to bid at least \$175,000.00 and the obligation to pay a deposit of \$75,000.00) **by _____, at 5:00 p.m. ET**. In the event that the Liquidating Trustee receives a Qualifying Bid, the Liquidating Trustee shall conduct an auction on _____, **at _____ p.m.**³ at the offices of Broad and Cassel, LLP, One Financial Plaza, 100 S.E. 3rd Avenue, Suite 2700, Fort Lauderdale, Florida, in accordance with the procedures set forth in the Sale Notice.

3. The hearing to approve the Agreement and sale of the TM 25 Pools⁴ free and clear of all liens, claims, and interests of others will be held on _____, **at _____ a.m. ET**, in Courtroom 6C, 6th Floor, George C. Young Courthouse, 400 West Washington Street, Orlando, FL 32801 before the Honorable Roberta A. Colton.⁵

4. Anyone claiming a lien, claim, or other interest in the proceeds from the sale must file a response asserting such a claim by _____, **at 5:00 p.m. ET** or the claimant will be forever barred.

5. The Court's conditional approval of the Sale Notice, the Bidding Procedures, and the Break-up Fee will be final unless an objection is filed within seven days from the entry of this

¹ As set forth in paragraphs 10-13 of the Motion and in the Sale Notice.

² As defined in paragraph 11 of the Motion.

³ Or at a later date and time if re-noticed by the Liquidating Trustee.

⁴ As defined in paragraph 4 of the Motion.

⁵ **Avoid delays.** You are reminded that Local Rule 5073-1 restricts the entry of cellular telephones into the Courthouse absent a specific order of authorization issued beforehand by the presiding judge, a valid Florida Bar identification card, or *pro hac vice* order. Please take notice that as an additional security measure a photo ID is required for entry into the Courthouse.

Order. If an objection is filed, then the Court will set the objection for hearing on an expedited basis.

6. The Court determines that notice of the sale as provided for in the Motion and in this Order is sufficient.

Attorney Michael D. Lessne, Esq. is directed to serve a copy of this order on interested parties who are non-CM/ECF users and file a proof of service within 3 days of entry of the order.