

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI**

**IN RE: SANDERS COMMERCIAL PROPERTIES, LLC CHAPTER 11
Debtor CASE NO. 15-01560-NPO**

**MOTION TO SELL REAL PROPERTY OF THE
DEBTOR-IN-POSSESSION, FREE AND CLEAR OF LIENS, CLAIMS
AND INTERESTS OUTSIDE THE ORDINARY COURSE OF BUSINESS
(Courthouse Place, 2655 Lakeland Drive, Flowood, Mississippi
and The Shops, 190 Marketplace Drive, Richland, Mississippi)**

COMES NOW, the Debtor-in-Possession, Sanders Commercial Properties, LLC (the “Debtor”), and files this, its Motion to Sell Real Property of the Debtor-in-Possession, Free and Clear of Liens, Claims and Interests Outside the Ordinary Course of Business (Courthouse Place, 2655 Lakeland Drive, Flowood, Mississippi and The Shops, 190 Marketplace Drive, Richland, Mississippi) (the “Sale Motion”) and in support thereof would show as follows, to-wit:

1. This Court has jurisdiction of the subject matter herein and the parties hereto pursuant to 28 U.S.C. §§157 and 1334; 11 U.S.C. §§105, 361, 363, 365, 1107 and related statutes and rules, as well as various orders of reference. This is a core proceeding.

2. On May 13, 2015, (the “Petition Date”), the Debtor filed its Voluntary Petition for reorganization with this Court under Chapter 11 of the Bankruptcy Code. The Debtor is continuing to operate as a Debtor-in-Possession pursuant to §§1107 and 1108 of the Bankruptcy Code. To date, no trustee, examiner or official committee has been appointed in this case.

3. In the exercise of the Debtor’s best business judgment, the Debtor has made the business judgment decision to liquidate some of its assets in an effort to generate cash to pay the indebtedness of creditors. Specifically, the Debtor owns property known as Courthouse Place located at 2655 Lakeland Drive, Flowood, Mississippi, and The Shops of Richland located at 190 Marketplace Drive in Richland, MS (collectively, the “Real Property”) which it desires to sell.

4. On or about June 17, 2016, the Debtor received an offer for the Real Property from Gateway Development, Inc. (the "Purchaser") in the amount of \$2,016,000.00 (the "Purchase Price") which is to be paid in full, in cash, at closing. A copy of the Letter of Intent (the "Contract"), which contains details of the Purchaser's offer to purchase the Real Property is attached hereto and incorporated herein by reference and marked as **Exhibit "A"**.

5. The Debtor, in the exercise of its best business judgement, has made the business judgment decision to accept the offer to sell the Real Property to the Purchaser and therefore, the Debtor seeks the Court's approval to sell the Real Property to the Purchaser.

6. Trustmark (the "Bank") holds a first, valid Deed of Trust on the Real Property.

7. The Purchaser is not an insider of the Debtor. The Real Property's current market value is approximately the same as the Purchase Price.

8. The Purchase Price, in the exercise of the Debtor's best judgment, is fair and reasonable, the Purchaser is a good faith purchaser, and the sale of the Real Property is in the best interests of the Debtor, all creditors and all parties-in-interest. The sale of the Real Property is justified, as it will further the liquidation of the Debtor's assets, but it is subject to higher and better offers.

9. The Debtor seeks authority of the Court to execute such deed, transfer of title or other related documents which are reasonably necessary to consummate and close the sale of the Real Property.

10. As set forth hereinabove, the only consensual claim in and to the Real Property is that of Trustmark, which shall attach to the sale proceeds. Upon information and belief, other than ad valorem tax claims, there are no other valid liens, claims and security interests in, to or upon the Real Property.

11. The Purchase Price, less the Debtor's costs of closing, shall be paid directly from the Purchasers to Trustmark, as the first lien holder. In the event the sale proceeds exceed the amount due and owing to Trustmark, the excess proceeds shall be paid to counsel for the Debtor who shall place the funds in a separate, interest-bearing, debtor-in-possession account which shall be established and controlled by counsel for the Debtor in accordance with the guidelines of the United States Trustee, with distributions occurring only after approval of this Court, following notice and a hearing.

12. Counsel for the Debtor has had to expend a significant amount of time with respect to the Motion. Further, but for the efforts of Debtor's counsel, the Real Property could not be sold, and certainly could not be sold in as timely a fashion, thereby increasing the Debtor's "costs of carrying" the Real Property. Thus, as a result, the sale proceeds should be "surcharged" for payment of Debtor's counsel's fees and expenses associated therewith and associated with the sale of the Real Property.

13. Other grounds to be assigned upon a hearing hereof.

WHEREFORE, PREMISES CONSIDERED, the Debtor respectfully prays that this Honorable Court will, upon a hearing hereof, enter its order granting the Motion. The Debtor prays for other such general and specific relief as this Court may deem just.

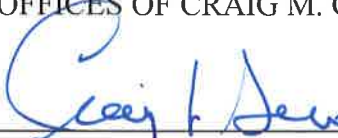
THIS, the 13 day of July, 2016.

Respectfully submitted,

SANDERS COMMERCIAL PROPERTIES, LLC

By Its Attorneys,
LAW OFFICES OF CRAIG M. GENO, PLLC

By: _____


Craig M. Geno

OF COUNSEL:

Craig M. Geno; MSB No. 4793
Jarret P. Nichols; MSB No. 99426
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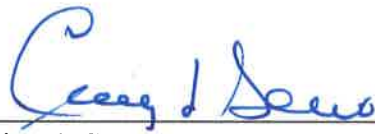
CERTIFICATE OF SERVICE

I, Craig M. Geno, do hereby certify that I have caused to be served this date, via Notice of Electronic Filing and/or U.S. Mail, postage prepaid, a true and correct copy of the above and foregoing to the following:

Christopher James Steiskal, Jr., Esq.
christopher.j.steiskal@usdoj.gov

Andrew R. Wilson, Esq.
awilson@blswlaw.com

THIS, the 1st day of July, 2016.



Craig M. Geno

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI**

**IN RE: SANDERS COMMERCIAL PROPERTIES, LLC
Debtor**

**CHAPTER 11
CASE NO. 15-01560-NPO**

EXHIBIT "A"



June 17, 2016

Sanders Commercial Properties, LLC
Attn: R. David Sanders
640 Lelia Drive, Suite 105
Jackson, MS 39216

Via Email: rdavidsanders@msn.com

LETTER OF INTENT

Re: Offer for the purchase of the property known as Courthouse Place located at 2655 Lakeland Drive in Flowood, MS and the property known as The Shops of Richland located at 190 Marketplace Drive in Richland, MS by Gateway Development, Inc. and/or Related Assignee(s) ("Buyer")

Dear Mr. Sanders,

For your consideration please find the following Letter of Intent for the above referenced Property. This letter set forth the general terms and conditions for the proposed acquisition of the Property, but shall remain non-binding:

1. Purchase Price: \$ 2,016,000.
2. Conditions: The transaction shall be subject to Buyer's review and satisfaction of the following items ("Due Diligence Items"):
 - a. Executed leases between Tenants and the Seller;
 - b. Title Commitment and exception documents;
 - c. All Reports, including Environmental & Condition Assessments in Seller's possession;
 - d. Survey; and
 - f. Property Condition Assessment Inspection & Report.

The above referenced due diligence items shall be delivered to Buyer within three (3) day of the execution of a Purchase and Sale Agreement ("Purchase Agreement"). There may be additional due diligence required that may be added to the Purchase Agreement.

Buyer shall have **Forty Five (45)** days ("Due Diligence Period") to review the Property. If Buyer notifies Seller prior to the expiration of the Due Diligence Period that it has elected to terminate the Purchase Agreement, the Purchase Agreement between Buyer and Seller shall be null and void, and Buyer and Seller shall have no further obligations there under.

Buyer understands that a contract must be fully executed by the parties no later than July 1, 2015, at which time, Seller will have Five (5) days from full execution of contract, to deliver all Due Diligence Items.

Buyer shall pay all costs associated with its review of the above items, as well as any and all due diligence costs incurred by Buyer.

3. Deposits: Upon execution of the Purchase Agreement, Buyer will deposit 1% of the Purchase Price with the Title Company of seller's choice, subject to Buyer's approval, as an earnest money deposit.

4. Closing Costs: Buyer will pay all closing costs including the base premium of the Owner's Title Policy, any endorsements to the Owner's Title Policy, the cost of the Mortgagee Title Policy, and the cost of any new or updated survey.

5. Closing Date: Closing shall occur no later than Fifteen (15) Days after the expiration of the Due Diligence Period, but in no event later than September 1, 2016.

6. Brokerage Disclosure: No Commission shall be due from Seller. Seller understands the Buyer is represented by UCR Properties, LLC, an affiliated entity of Gateway Development, Inc. Tom Underwood is a licensed Real Estate Broker and Principal of both entities. Micah McCullough of UCR Properties, LLC is a licensed Real Estate Broker and is representing Gateway Development, Inc. in this transaction.

Any additional terms not stated herein shall be further defined in any subsequent Purchase and Sale Agreement between Buyer and Seller.

This letter is an expression of interest in Seller's and Buyer's mutual intent and will constitute a non-binding agreement while Seller and Buyer make a good faith, diligent effort to complete and execute a mutually acceptable Purchase and Sale Agreement on the Property that reflects the basic terms contained in this letter.

Sincerely,

Micah J. McCullough

Micah McCullough, CCIM

Gateway Development, Inc.

Sanders Commercial Properties, LLC

Print: TOM UNDERWOOD
Sign: TOM UNDERWOOD
Title: President
Date: 6-17-16

Print: _____
Sign: _____
Title: _____
Date: _____