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6 UNITED STATES BANKRUPTCY COURT
7 FOR THE CENTRAL DISTRICT OF CALIFORNIA
8 SAN FERNANDO VALLEY DIVISION
9

10
11 In re
12 SHIRLEY FOOSE MCCLURE,
13 Debtor

Bk. No. 1:13-bk-10386-GM

Chapter 11

**MOTION OF JOHN P. REITMAN,
CHAPTER 11 TRUSTEE, FOR ENTRY OF
AN ORDER AUTHORIZING SALE OF 93
INVITATIONAL DRIVE, GAYLORD, MI
49735 FREE AND CLEAR OF LIENS,
CLAIMS AND INTERESTS;
DECLARATIONS OF JOHN P. REITMAN
AND JON L.R. DALBERG IN SUPPORT
THEREOF**

Hearing Date and Time:

Date: June 27, 2017

Time: 10:00 a.m.

Place: Courtroom 303

United States Bankruptcy Court
21041 Burbank Boulevard
Woodland Hills, CA 91367

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1 **TO THE HONORABLE GERALDINE MUND, UNITED STATES BANKRUPTCY**
2 **JUDGE AND ALL INTERESTED PARTIES:**

3 John P. Reitman, as chapter 11 trustee (the “Trustee”) for the bankruptcy estate
4 (“Estate”) of Shirley Foose McClure, debtor (the “Debtor”) in the captioned bankruptcy case
5 under Chapter 11 of the United States Bankruptcy Code, as amended (the “Bankruptcy Code”),
6 hereby submits this motion (“Motion”), pursuant to sections 363 and 105(a) of the Bankruptcy
7 Code, for entry of an order of the Court authorizing the sale of the Estate’s residential real
8 property located at 93 Invitational Drive, Gaylord, Michigan 49735 (the “Invitational
9 Property”), free and clear of all liens, claims and interests, and represents as follows:

10 **I.**

11 **STATEMENT OF FACTS**

12 **A. Procedural History**

13 The Debtor commenced this Bankruptcy Case by filing her voluntary petition for relief
14 under Chapter 11 of the Bankruptcy Code on December 21, 2012 (the “Petition Date”). The
15 Trustee is informed that the Debtor’s bankruptcy Estate is comprised of her interest in multiple
16 parcels of income producing real property in Southern California, San Francisco, Maui and
17 Michigan, and claims asserted in pending litigation against her former attorneys.

18 On July 12, 2016, the Court entered an order directing the Office of the United States
19 Trustee to appoint a chapter 11 trustee (Docket No. 1090). On July 27, 2016, the United States
20 Trustee appointed Mr. Reitman as the Chapter 11 Trustee (Docket No. 1105) and on the same
21 date Mr. Reitman accepted that appointment (Docket No. 1106). On August 3, 2016, the Court
22 entered its order approving the United States Trustee’s appointment of Mr. Reitman as the
23 Trustee (Docket No. 1113).

24 **B. The Invitational Property**

25 The Invitational Property is one of three real properties held by the Estate in Gaylord,
26 Michigan (collectively, the “Michigan Properties”). The other two are: (a) residential real
27 property located at 145 North Otsego Drive, Gaylord, MI 49735, and (b) a vacant lot (“Lot 13”)
28 that is adjacent to the Invitational Property. By this Motion, the Trustee only seeks an order

1 authorizing the sale of the Invitational Property, not the adjacent Lot 13, which is owned in part
2 by the Debtor's son, Jason McClure, and is not being sold.

3 The Invitational Property is situated at the north end of the lower peninsula, adjacent to a
4 golf course and near a military facility. Prior to the appointment of the Trustee in August 2016,
5 the Invitational Property was rented to an officer formerly stationed at the military facility for
6 \$1,800.00 per month. However, that tenant vacated the property in July 2016. Due to the
7 severe winters in Gaylord, the rental market is seasonal, and no replacement tenant was found
8 during the winter season just ended.

9 On April 18, 2017, the Debtor, via e-mail sent to Jon Dalberg, counsel to the Trustee,
10 introduced Thom Green as a prospective tenant for the Invitational Property. Mr. Dalberg
11 contacted Mr. Green, who expressed interest in renting the Invitational Property, but did not
12 discuss rent. Mr. Dalberg indicated that he would speak with the Trustee, and requested Mr.
13 Green to think about what rent he would consider to be appropriate. After speaking with the
14 Trustee, Mr. Dalberg obtained a copy of the prior lease of the property from the Debtor. Mr.
15 Dalberg also contacted Mr. Brian Goebel, the Trustee's broker who was present in Gaylord, and
16 requested that he contact Mr. Green. Mr. Goebel's calls to Mr. Green were not returned.

17 The Invitational Property is not encumbered by any secured debt.¹ However,
18 maintaining and repairing the Invitational Property, including payments for utilities, insurance,
19 cleaning and repairs, has cost the Estate \$4,110.59 for the period commencing with the
20 Trustee's appointment through May 2, 2017. As such, the Invitational Property has been a drain
21 on the resources of the Estate, prompting the Trustee to determine in the exercise of his sound
22 business judgment that a sale of the Invitational Property is in the best interests of the Estate and
23 all having an interest therein.

24 **C. Marketing and Proposed Sale of the Invitational Property**

25 On January 1, 2017, the Trustee filed and served his application for an Order of the
26 Court authorizing the employment of Berkshire Hathaway Michigan Real Estate ("Berkshire

27 _____
28 ¹ There may be real property tax liens against the Invitational Property. Those liens, if any, will be paid through the
close of escrow.

1 Hathaway”) as listing agent and broker for the marketing and sale of the Michigan Properties
2 (Docket No. 1164) (“Application”). The Debtor objected to the Application (Docket No. 1168)
3 (“Debtor’s Objection”). The Trustee timely filed and served his reply to the Debtor’s Objection
4 (Docket No. 1169) and, following a hearing held on February 21, 2017, the Court entered its
5 order overruling the Debtor’s Objection and granting the Application on February 28, 2017
6 (Docket No. 1172).

7 Berkshire Hathaway has been actively marketing the Invitational Property since that
8 time, and has identified a purchaser for the property, and conveyed offers and counter-offers
9 between the Trustee and that purchaser. The Trustee, in the exercise of his sound business
10 judgment, has agreed to sell the Invitational Property “as is” to that purchaser, Andrew Hees
11 (the “Purchaser”) for \$335,000.00. The agreement between the Trustee and the Purchaser is
12 memorialized in the documents attached as Exhibit A to the Reitman Declaration (collectively,
13 the “Purchase Agreement”). As is set forth therein, the Invitational Property is being sold “as
14 is,” with no contingencies or warranties. The sale of the Invitational Property to the Purchaser
15 is subject to approval by the Court and to overbid, as set forth below.

16 The Purchaser has paid a deposit of \$16,750.00 which has been placed in escrow with
17 Alpine Title & Escrow (“AT&E”), and has agreed to pay the remainder of the purchase price in
18 cash upon the close of escrow.

19 II.

20 **RELIEF REQUESTED**

21 By this Motion, the Trustee seeks the following relief:

22 **A. Approval of Bidding Procedure**

23 The Trustee requests approval of the following bidding procedure:

24 (1) To qualify as an overbidder, a party interested in bidding must, no later than 4:00
25 p.m. on June 21 2017, (a) deliver to the Trustee’s counsel a completed and signed copy of the
26 overbid form (the “Overbid Form”) attached as Exhibit 1 to the *Notice of Motion of John P.*
27 *Reitman, Chapter 11 Trustee, for Entry of an Order Authorizing Sale of 93 Invitational Drive,*
28 *Gaylord, MI 49735 Free and Clear of Liens, Claims and Interests* (Docket No. 1195) filed

1 concurrently herewith, making a binding offer for the Invitational Property of no less than
2 \$345,000.00 (the “Initial Overbid Amount”), (b) deliver to the Trustee a deposit in an amount
3 that is the greater of \$17,250.00.00 and 5% of the amount the overbid, either in the form of a
4 cashier’s check payable to the Trustee or by wire transfer to AT&E, and (c) provide to the
5 Trustee’s counsel information sufficient to demonstrate to the reasonable satisfaction of the
6 Trustee that the proposed over bidder has the financial ability to complete the sale on the terms
7 specified in the Purchase Agreement and Overbid Form (collectively, the “Bid Package”). The
8 Trustee will notify bidders whether they have qualified to bid at the auction (a “Qualified
9 Bidder”) within two business days after receipt by the Trustee of the Bid Package;

10 (2) All Qualified Bidders must appear, telephonically or in person, at the hearing on
11 the Motion, at 10:00 a.m., on June 27, 2017, in Courtroom 303, United States Bankruptcy
12 Court, 21041 Burbank Boulevard, Woodland Hills, California 91367;

13 (3) At the hearing on the Motion, the Court shall designate the successful bidder for
14 the Invitational Property (the “Successful Bidder”), which shall be (a) if no parties have
15 qualified as Qualified Bidders, the Purchaser, (b) if only one party has qualified as a Qualified
16 Bidder, and no further overbids are received at the hearing (including by the Purchaser), the
17 Qualified Bidder, or, if multiple parties have qualified as Qualified Bidders, the winning bidder
18 at the auction process described in paragraphs (4) and (5);

19 (4) If multiple parties have qualified as Qualified Bidders prior to the hearing on the
20 Motion, an auction will be conducted by the Court or by the Trustee at the hearing, or by the
21 Trustee in a conference room in the courthouse identified in open court at the sale hearing, at
22 which the opening bid shall be the Initial Overbid Amount and the opening bidder shall be the
23 first party who qualified as a Qualified Bidder under paragraph (1), with each subsequent bid
24 being at least \$1,000.00 greater than the prior bid;

25 (5) The winning bidder at the Auction shall be the party that submits the bid that the
26 Trustee determines, in the reasonable exercise of his discretion and with the approval of the
27 Court, to be the highest and best bid for the Invitational Property;

28 (6) At the hearing on the Motion, if the Trustee so requests, the Court may also

1 designate a back-up bidder for the Invitational Property (the “Back-Up Bidder”), which shall be
2 (a) if only one overbid is received, the Purchaser, and (b) if more than one overbid is received,
3 the party who submits the next highest and best bid, as determined by the Trustee, after the
4 winning bid submitted by the Successful Bidder;

5 (7) The closing date of the sale to the Successful Bidder shall be a date to which the
6 Trustee and the Successful Bidder agree in writing, but in no event more than 21 days after
7 entry of the order granting the Motion;

8 (8) The closing date of the sale to the Successful Bidder shall be a date to which the
9 Trustee and the Successful Bidder agree in writing, but in no event more than 21 days after
10 entry of the order granting the Motion, and

11 (9) If the sale to the Successful Bidder does not close within 21 days after entry of
12 the order granting the Motion, for any reason other than the fault of the Trustee, the Trustee
13 may retain the entire deposit amount submitted by the Successful Bidder without recourse by
14 such bidder.²

15 **B. Sale of the Invitational Property**

16 The Trustee requests that the Court authorize him to take all steps necessary or that he
17 reasonably deems appropriate to complete the sale of the Invitational Property to the Successful
18 Bidder or, if the Successful Bidder does not close within 21 days after the order approving such
19 sale is entered by the Court and the Trustee elects to terminate the sale to the Successful Bidder,
20 to the Back-Up Bidder.

21 **C. Sale Free and Clear of Liens, Claims and Interests**

22 The Trustee is not aware of any liens claims and interests encumbering the Invitational
23 Property, other than certain real property taxes which were disclosed in a preliminary title
24 report, and which the Trustee believes he has already paid. Nonetheless, the Trustee also
25 requests that the Court order that the sale of the Invitational Property will be free and clear of
26 any and all liens, claims, and interests, whether or not of record, with all liens, claims, and

27 _____
28 ² The Trustee reserves the right to alter the Bid Procedures by notifying Qualified Bidders at or before the auction that
the Bid Procedures have been altered.

1 interests (if any) in the Invitational Property to attach to the net sale proceeds in the same
2 validity and priority and subject to the same defenses and avoidability, if any, as before the
3 closing of the sale (other than property taxes then payable which will be paid through escrow at
4 closing).

5 **D. Payment of Commission and Costs**

6 The Trustee seeks authority to pay from escrow a total commission of up to 7% of the final
7 purchase price to Berkshire Hathaway. The Trustee also seeks authority to pay the seller's
8 customary costs of sale, including title and escrow charges, from escrow.

9 **E. Good Faith Finding Under 11 U.S.C. § 363(m)**

10 The Trustee seeks a determination that the Successful Bidder (and the Back-Up Bidder, if
11 any) is a good faith purchaser within the meaning of 11 U.S.C. § 363(m) and is entitled to all the
12 protections afforded to a good faith purchaser under that section and will file a supplemental
13 pleading setting forth the factual bases upon which the Court may make such a determination.

14 **F. Waiver of 6004(h) Stay Period**

15 The Trustee requests that the Court waive the 14-day stay on the effectiveness of an
16 order authorizing the sale of estate property imposed by Federal Rule of Bankruptcy Procedure
17 6004(h).

18 **III.**

19 **ARGUMENT**

20 **A. The Court Should Approve the Proposed Bidding Procedure**

21 The Court should approve the proposed bidding procedure because it is designed to
22 maximize the value to the Estate from the Invitational Property. In considering a proposed sale
23 process under 11 U.S.C. § 363(b), “[t]he court’s obligation . . . is to assure that optimal value is
24 realized by the estate under the circumstances.” *Simantob v. Claims Prosecutor, LLC (In re*
25 *Lahijani)*, 325 B.R. 282, 288 (9th Cir. BAP 2005). Absent special circumstances, public
26 auctions are generally preferred as a means of obtaining the highest possible price. *See, e.g.,*
27 *Sheen v. Diamond (In re American Computer & Digital Components, Inc.)*, 2005 Bankr. LEXIS
28 3360, at *13 (9th Cir. BAP 2005) (“Frequently, the maximum value of estate property will be

1 realized by competitive bidding.”). The bidding procedure proposed by the Trustee is designed
2 to encourage competitive bidding while ensuring that all persons participating in the auction
3 process have the financial wherewithal to close the sale in a timely fashion. The Trustee
4 believes that this procedure will permit him to achieve the highest price for the Invitational
5 Property without unduly delaying the sale, and therefore the procedure should be approved by
6 the Court.

7 **B. The Trustee Should be Authorized to Sell the Invitational Property**

8 The Trustee should be authorized to sell the Invitational Property outside of the ordinary
9 course of business, because the Invitational Property is an asset of the Estate that can be
10 liquidated to generate funds for the payment of creditors, and because the costs of its
11 maintenance and repair constitute a drain on the Estate. Under 11 U.S.C. § 363(b)(1), “[t]he
12 trustee . . . may use, sell, or lease, other than in the ordinary course of business, property of the
13 estate.” For the court to approve a sale of estate assets outside of the ordinary course of
14 business, the trustee must provide an “articulated business justification” for the proposed sale.
15 *See, e.g., In re ASARCO, LLC*, 650 F.3d 593, 601 (5th Cir. 2011); *Walter v. Sunwest Bank (In re*
16 *Walter)*, 83 B.R. 14, 19-20 (9th Cir. BAP 1988); *In re Ionosphere Clubs, Inc.*, 100 B.R. 670,
17 674-75 (Bankr. S.D.N.Y. 1989). In the present case, the business justification for the proposed
18 sale of the Invitational Property is that it is an asset of the Estate that can be sold to generate
19 funds for the payment of creditors and because the costs of maintenance and repair of the
20 Invitational Property are such that, despite the absence of any secured debt, the Invitational
21 Property has failed to generate positive cash flow for the Estate during the course of the
22 Trustee’s administration, warranting its sale to preserve the assets of the Estate.

23 In an individual debtor’s bankruptcy case, it is up to the trustee to decide whether to sell
24 estate property. This is true even where the property is the debtor’s residence and the debtor is
25 entitled to claim an exemption, with the debtor’s interest being limited to receiving sale
26 proceeds equal to the amount of that exemption. *See, e.g., Heath v. Farmer (In re Heath)*, 2007
27 Bankr. LEXIS 4847, at *8 (9th Cir. BAP Apr. 2, 2007) (“[The individual debtors] had no rights
28 in the Property; the chapter 7 bankruptcy estate, represented by [the] trustee, was the owner of

1 all rights in the Property; and [the trustee's] efforts in liquidating the Property were necessary,
2 indeed mandated, under the Bankruptcy Code.”); *In re Farthing*, 340 B.R. 376, 380 (Bankr. D.
3 Ariz. 2006) (“The house itself, as distinguished from the Debtors’ inchoate interest in a portion
4 of its possible proceeds, remained property of the estate. Because the Trustee is now in a
5 position to sell the home for an amount substantially in excess of all liens against it and the
6 maximum homestead claim of Debtors, it is appropriate for the Trustee to do so and the
7 Debtors’ objection to the sale is therefore denied.”).

8 Here, the Invitational Property is not the Debtor’s residence, and the Debtor has not (and
9 could not) claim any homestead exemption with respect to it. Moreover, the Trustee is unaware
10 of any liens encumbering the Invitational Property, with the result that proceeds of the sale will
11 be available for the benefit of creditors through the sale process proposed by the Motion, and
12 the Court should authorize the Trustee to proceed with the sale.

13 **C. The Sale Should be Free and Clear of All Liens, Claims and Interests**

14 The Trustee is unaware of any liens, claims and/or interests that attach to the Invitational
15 Property, other than certain real property taxes, which are reflected in the preliminary title
16 report on the Invitational Property. Nonetheless, the Court should approve the sale of the
17 Invitational Property free of any and all such liens, claims and interests as may exist under 11
18 U.S.C. § 363(f), because, first, such a sale is authorized under §363(f)(2) to the extent that the
19 holder of a lien, claim, or interest fails to object to the Motion. *See In re Haven Eldercare*, 390
20 B.R. 762, 771 (Bankr. D. Conn. 2008) (finding that sale free and clear is “appropriate by
21 consent pursuant to Section 363(f)(2)” where “[t]here have been no objections filed or
22 presented”); *In re Elliot*, 94 B.R. 343, 345 (E.D. Pa. 1988) (“[I]mplied consent is sufficient to
23 authorize a sale under § 363(f)(2).”); *see also Citicorp Mortgage v. Brooks (In re Ex-Cel*
24 *Concrete Co.)*, 178 B.R. 198, 203 n.7 (9th Cir. BAP 1995) (noting that approval of sale free and
25 clear of interest of Citicorp would be permissible under § 363(f)(2) if there was “consent or
26 non-opposition by Citicorp”).

27 Second, to the extent that there does exist a holder of a lien, claim or interest in the
28 Invitational Property and such holder objects to the proposed sale, the Trustee proposes that any

1 such lien, claim or interest shall attach to the proceeds of the sale (except that any undisputed
2 property tax liens will be paid through escrow at the closing of the sale) in the same validity and
3 priority and subject to the same defenses and avoidability, if any, as before the closing of the
4 sale. Under such circumstances, a sale of the property free and clear of any such claims is
5 permitted under § 363(f). *See, e.g., In re Spanish Peaks Holdings II LLC*, 2012 Bankr. LEXIS
6 1944, at *26 (Bankr. D. Mont. May 3, 2012) (“This Court routinely authorizes trustees to sell
7 property of the estate free and clear of liens under authority of 11 U.S.C. § 363(f), with a
8 provision that all valid liens attach to the proceeds of the sale according to their priority.”); *In re*
9 *Canonigo*, 276 B.R. 257, 263 (Bankr. N.D. Cal. 2002) (holding that § 363(f) authorizes sale free
10 and clear of a secured claim provided that the lien attaches to the sale proceeds).

11 Accordingly, the Court should order that the sale of the Invitational Property will be free
12 and clear of all liens, claims and interests, whether or not of record.

13 **D. The Court Should Order Turnover of the Invitational Property**

14 The Court should include in its Order authorizing the sale a requirement that the
15 Invitational Property that the Debtor and any persons acting under her direction and control turn
16 over possession of the Invitational Property promptly upon entry of the Court’s order approving
17 the sale. The Bankruptcy Code requires the debtor to “cooperate with the trustee as necessary to
18 enable the trustee to perform the trustee’s duties under this title” and to “surrender to the trustee
19 all property of the estate.” 11 U.S.C. § 521(a)(3)–(4). If the trustee can generate net revenue
20 for the estate from the sale of estate property, including the debtor’s house, the trustee is entitled
21 to sell the property and require that the debtor turn over the property to him. *See, e.g., In re*
22 *Ellis*, 2011 Bankr. LEXIS 89, at *13 (Bankr. D. Idaho Jan. 7, 2011) (“Here, Trustee may sell the
23 house under § 363. When he does, the sale will generate significant value which benefits the
24 creditors in this case. Trustee is therefore justified in requiring that Debtors turn over
25 possession of the house to him for sale, and Debtors must do so.”). Because the sale of the
26 Invitational Property will generate substantial revenue for the Estate, the Court should order the
27 Debtor (and any persons acting under her direction and control) to turn over possession of that
28 property to the Trustee.

1 **E. The Court Should Authorize the Payment of Commission and Costs From the**
2 **Sale Proceeds**

3 The Court should authorize the payment of the real estate brokers' commission and the
4 other costs of sale from the gross sale proceeds without further order of the Court. The Trustee
5 will not be able to close escrow without paying these amounts, and the claims that will be
6 satisfied would otherwise constitute administrative expense claims under 11 U.S.C. § 503(b).

7 **F. The Court Should Make a Good faith finding Under 11 U.S.C. § 363(m)**

8 The Court should find that the Successful Bidder (and the Back-Up Bidder, if any) is a
9 good faith purchaser, because neither the Purchaser nor any potential overbidder has engaged in
10 fraud, collusion, or an attempt to take unfair advantage of other bidders. The Bankruptcy Code
11 provides that the "reversal or modification on appeal of an authorization . . . of a sale or lease of
12 property does not affect the validity of a sale or lease under such authorization to an entity that
13 purchased or leased such property in good faith." 11 U.S.C. § 363(m). While the Bankruptcy
14 Code does not define "good faith," the Ninth Circuit has held that "[l]ack of good faith . . . is
15 determined by fraudulent conduct during the sale proceedings." *Community Thrift & Loan v.*
16 *Suchy (In re Suchy)*, 786 F.2d 900, 902 (9th Cir. 1985). Similarly, the Ninth Circuit Bankruptcy
17 Appellate Panel has stated that "the misconduct that would destroy a purchaser's good faith
18 status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the
19 trustee, or an attempt to take grossly unfair advantage of other bidders." *Prichard v. Sherwood*
20 *& Roberts, Inc. (In re Kings Inn, Ltd.)*, 37 B.R. 239, 243 (9th Cir. BAP 1984), quoting *In re*
21 *Rock Industries Machinery Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978). The Trustee's court-
22 approved real estate broker, Berkshire Hathaway, has conducted a diligent marketing process
23 with the goal of attracting as many potential purchasers as possible. Berkshire Hathaway will
24 continue to actively market the Invitational Property until the hearing on the Motion and will
25 encourage all interested parties to qualify as overbidders and participate in the auction. Further,
26 at or prior to the hearing on the Motion, the Purchaser and any parties qualifying as overbidders
27 will be required to submit statements under penalty of perjury regarding the matters relevant to
28 a § 363(m) determination. Accordingly, the Successful Bidder (and the Back-Up Bidder, if

1 any) will be selected through an open, fair, and competitive process, and should be determined
2 to be a good faith purchaser under § 363(m).

3 **G. The Court Should Waive the 6004(h) Stay Period**

4 The Court should waive the stay period imposed by Federal Rule of Bankruptcy Procedure
5 6004(h) so that the sale of the Invitational Property can close promptly and the Trustee's
6 administration of the Estate will not be further delayed. Federal Rule of Bankruptcy Procedure
7 6004(h) provides that "[a]n order authorizing the use, sale, or lease of property other than cash
8 collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders
9 otherwise." The Rule therefore contemplates that the Court may order that the stay period is
10 waived.

11 The Trustee believes that it is appropriate for the Court to waive the stay period to prevent
12 any further delay in the Trustee's administration of the Estate. As described above, the Invitational
13 Property constitutes a continuing drain on the Estate. For that reason, the Court should waive the
14 stay period so that the Trustee can close the sale of the Invitational Property as expeditiously as
15 possible.


16 **IV.**

17 **CONCLUSION**

18 For the reasons set forth above, the Trustee respectfully requests that the Court enter an
19 order: (a) approving the bidding procedure set forth above; (b) authorizing the Trustee to sell
20 the Invitational Property to the Successful Bidder or, if appropriate, the Back-Up Bidder; (c)
21 ordering that the sale will be free and clear of liens, claims and interests, whether or not of
22 record, with any and all liens (other than any undisputed property tax liens, which will be paid
23 through escrow at the closing of the sale), claims and interests in the Invitational Property to
24 attach to the net sale proceeds in the same validity and priority and subject to the same defenses
25 and avoidability, if any, as before the closing of the sale; (d) authorizing the Trustee to pay a
26 commission of up to 7% of the final purchase price and other costs of sale from the gross sale
27 proceeds without further order of the Court; (e) finding that the Successful Bidder (and the
28

1 Back-up Bidder, if any) is a good faith purchaser within the meaning of 11 U.S.C. § 363(m);
2 and (f) waiving the 14-day stay period set forth in Federal Rule of Bankruptcy Procedure
3 6004(h).

4 DATED: May 14, 2017



5 JON L.R. DALBERG
6 LANDAU GOTTFRIED & BERGER LLP
7 Counsel for John P. Reitman, Chapter 11 Trustee

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DECLARATION OF JOHN P. REITMAN

I, John P. Reitman, declare as follows:

1. I am the duly appointed and serving Chapter 11 Trustee (“Trustee”) for the bankruptcy estate of Shirley Foose McClure, debtor (the “Debtor”) in *In re Shirley Foose McClure*, pending before the United States Bankruptcy Court for the Central District of California, San Fernando Valley Division (“Court”) as Case No. 1:13-bk-10386-GM (“Bankruptcy Case”). Except as otherwise stated, each of the facts stated in this declaration is based on my knowledge as Trustee, and if called upon to do so I could competently testify thereto. This declaration is made in support of the *Motion of John P. Reitman, Chapter 11 Trustee, for Entry of an Order Authorizing Sale of 93 Invitational Drive, Gaylord, MI 49735 Free and Clear of Liens, Claims and Interests* (the “Motion”), to which this declaration is appended. Unless otherwise indicated, capitalized terms used in this declaration shall have the same meaning as is ascribed to them in the Motion.

A. Procedural History

2. I am informed and believe based upon my review of the matters of record in the Court docket of this Bankruptcy case that (a) the Debtor commenced this Bankruptcy Case by filing her voluntary petition for relief under Chapter 11 of the Bankruptcy Code on December 21, 2012 (the “Petition Date”); and (b) the Debtor’s Estate is comprised of her interest in multiple parcels of income producing real property in Southern California, San Francisco, Maui and Michigan and certain claims asserted in litigation against attorneys who formerly represented her.

3. I am further informed and believe based upon my review of the matters of record in the Court docket of this Bankruptcy Case that (a) on July 12, 2016, the Court entered an order directing the Office of the United States Trustee to appoint a chapter 11 trustee (Docket No. 1090); (b) on July 27, 2016, the United States Trustee appointed me as the Chapter 11 Trustee (Docket No. 1105) (I accepted that appointment on the same date (Docket No. 1106)); and (c) on August 3, 2016, the Court entered its order approving my appointment as Trustee (Docket No. 1113).

B. The Invitational Property

4. I am further informed and believe based upon my review of the matters of record in the Court docket of this Bankruptcy Case that the Estate owns three real properties in Gaylord

1 Michigan: the Invitational Property, the adjacent Lot 13, Invitational Drive (“Lot 13”) and another
2 residential property located at 145 North Otsego Drive, Gaylord, MI 49735 (“Otsego Property and,
3 together with the Invitational Property and Lot 13, the “Michigan Properties”). By the Motion, I
4 seek an order authorizing the sale of the Invitational Property.

5 5. The Invitational Property is situated at the top of the lower peninsula, adjacent to a
6 golf course and near a military facility. Prior to the appointment of the Trustee in August 2016, the
7 Invitational Property was rented to an officer formerly stationed at the military facility for
8 \$1,800.00 per month. However, that tenant vacated the property in July 2016. Due to the severe
9 winters in Gaylord, the rental market is seasonal, and no replacement tenant was found during the
10 winter season just ended.

11 6. Based on my review of a preliminary title report obtained at my request, I am
12 informed and believe that the Invitational Property is not encumbered by any secured debt. There
13 may be real property tax liens against the Invitational Property. Any undisputed property taxes
14 that are due and payable and that are not paid before close of escrow on the proposed sale of the
15 Invitational Property, will be paid through the close of escrow.

16 7. Maintaining and repairing the Invitational Property, including payments for utilities,
17 insurance, cleaning and repairs, has cost the Estate \$4,110.59 for the period commencing with my
18 appointment as Trustee through May 2, 2017. As such, the Invitational Property has been a drain
19 on the resources of the Estate, and I have determined, in the exercise of my sound business
20 judgment, that a sale of the Invitational Property is in the best interests of the Estate and all having
21 an interest therein.

22 **C. Marketing and Proposed Sale of the Invitational Property**

23 8. On January 1, 2017, I caused to be filed and served my application for an Order of
24 the Court authorizing the employment of Berkshire Hathaway Michigan Real Estate (“Berkshire
25 Hathaway”) as listing agent and broker for the marketing and sale of the Michigan Properties
26 (Docket No. 1164) (“Application”). The Debtor objected to the Application (Docket No. 1168)
27 (“Debtor’s Objection”). I caused my reply to the Debtor’s Objection (Docket No. 1169) to be
28 timely filed and served and, following a hearing held on February 21, 2017, the Court entered its

1 order overruling the Debtor's Objection and granting the Application on February 28, 2017
2 (Docket No. 1172).

3 9. Berkshire Hathaway has been actively marketing the Invitational Property since that
4 time, and has identified a purchaser for the property, and conveyed offers and counter-offers
5 between me and that purchaser. In the exercise of my sound business judgment as Trustee, I have
6 agreed to sell the Invitational Property "as is" to that purchaser, Andrew Hees (the "Purchaser") for
7 \$335,000.00. A copy of the documents comprising the Purchase Agreement is attached hereto as
8 Exhibit A. As is set forth therein, the Invitational Property is being sold "as is," with no
9 contingencies or warranties. The sale of the Invitational Property to the Purchaser is subject to
10 approval by the Court and to overbid, as set forth in the Motion.

11 10. The Purchaser has paid a deposit of \$16,750.00 which has been placed in escrow
12 with Alpine Title & Escrow ("AT&E"), and has agreed to pay the remainder of the purchase price
13 in cash upon the close of escrow.

14 11. I believe that entering into the Purchase Agreement, seeking overbids, and
15 conducting an auction in accordance with the procedures set forth in the Motion will permit me to
16 obtain the maximum value for the estate from the Invitational Property.

17 12. I believe that it is appropriate for the Court to waive the 14-day stay imposed by
18 Federal Rule of Bankruptcy Procedure 6004(h) so that the sale of the Invitational Property can close
19 promptly. The Invitational Property constitutes a continuing drain on the Estate. For that reason,
20 the Court should waive the stay period so that the sale of the Otsego Property can close as
21 expeditiously as possible.

22 I declare under penalty of perjury under the laws of the United States that the foregoing is
23 true and correct.

24 Executed this 16th day of May, 2017 in Los Angeles, California.

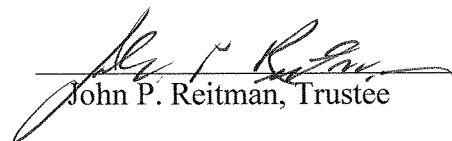
25
26 
27 John P. Reitman, Trustee
28

EXHIBIT A

**Berkshire Hathaway HomeServices
Michigan Real Estate**

Internal Transaction ID

Notice of Pending

Please Check One: Residential Unimproved Property Commercial Sale Lease Other

Property: Street & Number, City, State Zip Code: MLS # (please attach MLS printout)

93 Invitational, Gaylord, MI 49735 307043

Parcel ID Number: 011-438-000 List/Lease Price: \$360,000 Sale/Lease Price: \$335,000 Contract Acceptance Date: 04/29/17 Est Close Date: 06/30/17

Seller Financial Concessions to Buyer: 01 Condo Association Contact Information: The Loon Home Warranty: Yes No Amount: _____

Earnest Money: Cash Check Promissory Note None Amount \$ 16,750.00 (EMD or Copy must be attached)

Name(s) on check Alpine Title Check No _____ HELD BY: Listing Office Title Office Selling Office

Title Company: Title Resource Other _____ SURVEY: Stake Mortgage (select only if you would like title to order estimates)

Lender: N/A Loan Officer: N/A

Lender Contact: Email: _____ Phone: (____) _____

Financing: None Conventional Assumption FHA VA MSHDA Rural Dev. Land Contract Other

Seller's Name(s): (first & last) _____ Buyer's Name(s): (first & last) _____

Marital Status: Married Unmarried Divorced (during ownership of Property) Foreclosure Bankruptcy Married Unmarried Divorced (during ownership of Property)

Listing Broker: RHHS Selling Broker: Michigan Network Realtors

Listing Agent's: Brian + Pat Goebel Selling Agent's: Scott Chesky

Email Address: _____ Email Address: _____

Co-listing Agent's Name: _____ Co-selling Agent's Name: _____

Listing Agent Share: 3.5 % Co-Listing Agent's Share _____ % Selling Agent Share: 3.5 % Co-Selling Agent's Share _____ %

Listing Side Commission: _____ % of sale price or \$ _____ Selling Side Commission: _____ % of sale price or \$ _____

Flat Fee: \$ _____ This side of transaction to be collected from Buyer Seller Agent Flat Fee: \$ _____ This side of transaction to be collected from Buyer Seller Agent

This transaction exempt from Flat Fee: _____ (Manager's Initials Required) This transaction exempt from Flat Fee: _____ (Manager's Initials Required)

Listing Side Relocation Fee or Broker Referral: Yes No Amount: _____ % or \$ _____ Selling Side Relocation Fee or Broker Referral: Yes No Amount: _____ % or \$ _____

Payable to: _____ Payable to: _____

Agent to Agent Referral or Assistants: Amount: \$ _____ Name of other Agent: _____ (no production or G.C.I credit) Agent to Agent Referral or Assistants: Amount: \$ _____ Name of other Agent: _____ (no production or G.C.I credit)

Notes and other instructions:

Signature of submitting agent: B. Goebel

Date Pending Entered Into M.L.S.: ____/____/____ Date Pending Sent To Accounting: ____/____/____ Date Pending Sent To Title: ____/____/____ Remove Sign Post: (check one) Yes No

Sunshine Kids Foundation (Grand Rapids Offices Only) 5 Year Follow Up for \$22.50/Deducted from Net Pay
Client's Name: _____ Possession Date: ____/____/____
Street Address: _____ City, State, Zip: _____



Buy and Sell Agreement



A-1

Offer Date: April 9, 2017
Selling Office: Michigan Network Realtors ("Selling Broker")
Selling REALTOR: Scott Chesley
Selling REALTOR's Email Address: scott@michigannetwork.com
Selling REALTOR's Phone: (989) 614-6100 Facsimile:
Listing Office: Berkshire Hathaway ("Listing Broker")
Listing REALTOR: Brian Goebel
Listing REALTOR's Email Address:
Listing REALTOR's Phone: Facsimile:

1. PROPERTY DESCRIPTION: Buyer agrees to buy from Seller the property located at 93 Invitational Drive Gaylord Otsego County, Michigan, and legally described as Lots 14 & 15, Loon Lake Estates

The property includes all buildings; all fixtures; all gas, oil, and mineral rights owned by Seller; built-in appliances; lighting fixtures; plumbing fixtures; water softener (unless rented); heating fixtures; electrical fixtures; radio and television antennas and any mechanical controls; shades; awnings; shutters; window blinds; curtain and drapery rods; attached floor coverings; attached fireplace doors and screens; garage door openers and controls, screens, storm windows and doors; landscaping, fences, and mailboxes, if any, and Refrigerator, Oven/Microwave, Range, Dishwasher, Washer/Dryer, Water Softener but does not include

2. PURCHASE PRICE: The purchase price for the property is \$ 325,000.00

3. METHOD OF PAYMENT: All payments must be in the form of cash, certified check, cashier's check, or money order. The purchase will be completed by the following method:

- [X] CASH: Buyer will pay the purchase price in cash upon Seller's delivery of a warranty deed conveying marketable title.
[] NEW MORTGAGE: This Agreement is contingent on Buyer's ability to obtain a mortgage loan in the amount of \$ Buyer will provide evidence of mortgage application and appraisal order from Buyer's lender within days of the date of this Agreement. If Buyer fails to deliver to Seller evidence of the loan approval before Seller may cancel this Agreement. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title.
[] LAND CONTRACT: Buyer will purchase the property on land contract with a \$ down payment and monthly installments of principal and interest in the amount of \$ or more, including annual interest of percent Buyer will pay the entire balance, which may require a lump sum payment, within years after closing.
[] MORTGAGE ASSUMPTION or LAND CONTRACT ASSIGNMENT: If the holder of the mortgage or land contract agrees, Buyer will assume and pay Seller's existing mortgage or land contract according to its terms. Buyer will pay the difference between the purchase price and the existing balance of approximately \$ upon Seller's delivery of a warranty deed or a land contract assignment. Buyer will reimburse Seller at closing for any funds held in escrow.

4. TITLE INSURANCE: Seller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance with standard exceptions in the amount of the purchase price. Seller will apply for a commitment for title insurance within 10 days after the Buyer has waived all other contingencies contained in this Agreement. Any special exception will be subject to Buyer's approval, provided that this contingency shall be deemed waived unless Buyer notifies Seller in writing within 10 days of receipt of the commitment. Seller will have 30 days after receiving written notice to remedy any claimed defect.

Form 5.0 (09) Michigan Association of REALTORS® Revised 3/05

Michigan Network Realtors, 685 M-19 East, P.O. Box 460 Gaylord, MI 49734
Phone: 989-614-6100 Fax: 989-731-6704 Scott Chesley

Printed with zip code by zip upx 18070 Edison Mile Road, Fraser, Michigan 48026 www.epl.org.com

93 Invitational

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- 5. **PROPERTY INSURANCE:** Seller shall be responsible for fire and extended coverage insurance on the property until sale is closed.
- 6. **CLOSING COSTS:** Seller shall pay all state and county transfer taxes and costs required to convey clear title. Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs and fees required in connection with the Buyer's loan and the issuance of the lender's title insurance policy.
- 7. **REAL ESTATE TAXES:** Seller will pay all prior years' real estate taxes. The current year's real estate taxes will be paid as follows:
 - NO PRORATION:** Seller will pay the taxes which are due before the date of closing. Buyer will pay taxes which are due on or after the date of closing. "Due" means the date on which a tax becomes payable.
 - PRORATION:** With current year taxes treated as though they are paid in arrears advance, based on a calendar year fiscal year.
 - OTHER:** _____
- 8. **SPECIAL ASSESSMENTS:** All special assessments for municipal improvements shall be paid by the Seller, provided, however, that in the event a special assessment is payable in installments, current and future installments shall be allocated between Seller and Buyer using the same method for the proration of real estate taxes in paragraph 7 above; or paid in full by Seller at closing.
- 9. **MISCELLANEOUS PRORATED ITEMS:** Rent, association fees, insurance (if assigned) and fuel, as well as interest on any existing land contract, mortgage or other lien assumed or to be paid by the Buyer, will be prorated to the date of closing.
Additional items: _____

10. **CLOSING DATE:** Sale to be closed on or before May 12, 2017.

11. **OCCUPANCY:** Seller will give occupancy as follows:

- Immediately after closing.
- _____ days after closing by 12:00 noon. From the date of closing to the date of vacating, Seller will pay Buyer \$_____ per day as an occupancy charge. At closing, Seller will pay \$_____ to Listing Broker to be held in escrow. After Buyer shall vacate the property, Listing Broker will use these funds to pay the accrued occupancy charge to Buyer and refund the balance, if any, to Seller. Seller is liable to Buyer for damage to the property occurring after closing and before vacating, to the extent not covered by the Buyer's homeowners policy, as well as for any deductible portions of a covered claim.

If tenants occupy the property, then:

- Seller will cause the tenants to vacate the property before closing.
- Buyer will take the property subject to the rights of the tenants.

12. **SELLER'S DISCLOSURE:**

- Buyer acknowledges that a Seller's Disclosure Statement has been provided to Buyer.
- Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 565.951, et seq., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this Agreement by delivery of a written notice to Seller or Seller's agent.

13. **RELEASE:** Buyer and Seller acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representations concerning the condition of the property covered by this Agreement or the marketability of title, and Buyer and Seller release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker and their respective agents from any and all claims related to those matters.

Form A-2 (2015 Michigan Association of REALTORS®) (Rev. 11/14)

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95 Invalidation

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14. **LEAD-BASED PAINT DISCLOSURE/INSPECTION (For residential housing built prior to 1978 only):** Buyer acknowledges that prior to signing this Agreement, Buyer has received a copy of the *Lead-based Paint Sellers Disclosure Form* completed by the Seller on _____ the terms of which shall be part of this Agreement. Buyer also agrees (check one below):

Buyer shall have _____ days after the date of this Agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.

Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

15. **LAND DIVISION ACT (For unplatted land only):** Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery:

(a) The grantor grants to the grantee the right to make _____ zero (insert "zero" or a specific number, as appropriate) division(s) under section 108 of the Land Division Act, MCL 560.108

(b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

CAUTION: If the space contained in subparagraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.

16. **PROPERTY INSPECTIONS:** Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this Agreement.

This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 10 business days of the date of this Agreement. These inspections may include, but may not be limited to, structural and/or mechanical inspections, survey and site investigation, soil borings, as well as inspections for radon, pests, mold and/or asbestos. Buyer agrees to return the property to its prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, upon written notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer. In the event the Buyer neither removes the contingencies nor terminates this Agreement in the time provided, the Buyer shall be deemed to have waived this contingency. Any request by Buyer to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing within the time for inspections.

Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or a licensed contractor. Buyer does not desire to obtain an inspection of the property.

17. **EARNEST MONEY DEPOSIT:** Buyer deposits \$ 2,000.00 to be held by Title Co to be named ("Escrowee") evidencing Buyer's good faith, which deposit shall be applied to the purchase price at closing.

If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this deposit shall be refunded to Buyer. In the event the Buyer and Seller both claim the earnest money deposit, the earnest money deposit shall remain in Escrowee's trust account until a court action has determined to whom the deposit must be paid, or until the Buyer and Seller have agreed in writing to the disposition of the deposit. (This paragraph may be subject to the arbitration provisions in paragraph 22 below.)

18. **DEFAULT:** If Buyer defaults, Seller may enforce this Agreement, or may cancel the Agreement, keep the deposit, and pursue legal remedies. If Seller defaults, Buyer may enforce this Agreement or may demand a refund of the deposit and pursue legal remedies. (This paragraph may be subject to the arbitration provisions in paragraph 22 below.)

19. **LIMITATION:** Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and/or Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary.

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- 20. **ENTIRE AGREEMENT:** Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings or representations made by the parties or their agents.
- 21. **WALK-THROUGH:** Buyer has the right to walk through the property within forty-eight (48) hours prior to closing.
- 22. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this Agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan Association of REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the Agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this Agreement. This Agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act, MCL 691.1681, *et seq.* This Agreement is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:

Seller _____ Buyer _____ Listing Broker _____ Selling Broker _____

- 23. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
- 24. **COUNTERPARTS:** This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.
- 25. **HEIRS, SUCCESSORS AND ASSIGNS:** This Agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this Agreement without Seller's prior written permission.
- 26. **OTHER CONDITIONS:** _____

27. **THIS OFFER WILL EXPIRE ON** April 11, 2017 at 5:00 A.M. P.M., or upon Seller's receipt of revocation from Buyer, whichever is earlier.

28. **RECEIPT IS ACKNOWLEDGED BY BUYER** of a copy of this Agreement.

Buyer Signature 

Buyer Signature 

Andrew Hees
Print Name

Justine Hees
Print Name

BUYER'S ADDRESS: 302 N Elm Ave, Gaylord, MI 49735

Deposit in the form of Personal Check Other _____
received by Scott Chesley
Selling Broker/REALTOR®

A-5

Date April 11th 17

SELLER'S ACCEPTANCE

29. THE ABOVE OFFER is hereby accepted except: 1) Price to be \$245,000. 2) Property to be sold as is. 3) Close date to be at least 30 days. 4) Addendum #100 per code's and the term of 1050000 in the Purchase Agreement, and/or see addendum attached hereto.

30. SELLER ALSO AGREES to pay the Listing Broker/REALTOR® named above a commission as stated in the Listing Agreement for the property

31. RECEIPT IS ACKNOWLEDGED by Seller of a copy of this Agreement.

John P. Reiman, Trustee
Buyer Signature

Seller Signature

John P. Reiman, Trustee
Print Name

Print Name

SELLER'S ADDRESS: _____

SEE ATTACHED ADDENDUM "A", which is part of this agreement.

Date 04/12/2017

BUYER'S RECEIPT OF ACCEPTANCE

32. RECEIPT IS HEREBY ACKNOWLEDGED BY BUYER of the Seller's acceptance of Buyer's offer. In the event the acceptance was subject to changes from Buyer's offer, the Buyer agrees to accept said changes, as set forth in paragraph 29 above.

Andrew Hees
Buyer Signature

Justine Hees
Buyer Signature

Andrew Hees
Print Name

Justine Hees
Print Name

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

Addendum A

Addendum to contract dated April 9, 2017


between John Reitman Ch 11 Bankruptcy (hereinafter "Seller")

and Andrew Hees, Justine Hees (hereinafter "Buyer")

Property Address 93 Invitational Dr. Gaylord, MI 49735, Gaylord, MI 49735-7828

1. EMD pro be increased to \$16750.00.
 2. Buyer to provide Proof of Funds
 3. Sale to be completed 30 days after the final court order approving the sale.
 4. Appliances are not included in the sale. All fixtures are included in the sale.
All built in appliances are included in the sale.
 5. Sale is subject to Bankruptcy Foreclosure guidelines/proceedings and overbid
 6. Relative to the buy and sell agreement referenced above, the buyer and seller agree that the purchase price shall be \$335,000.
 7. Buyer to respond by 4/26/2017 5PM.
- All other terms and conditions to remain the same.

 4/23/2017
Buyer Andrew Hees Date

 4/28/17
Seller John Reitman Ch 11 Bankruptcy Date

 4/29/2017
Buyer Justine Hees Date

Seller Date

Berkshire Hathaway HomeS, 715 S. Wisconsin Gaylord, MI 49735
Phone: 989-732-9555 Fax: 989-732-5751 Brian Gocbel

93 Invitational Dr

Produced with ZipForm™ by RE FormsNet, LLC 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipform.com

Documents for MLS # 307043 93 Invitational Drive, Gaylord, MI 49735 \$360,000



Property Address 93 Invitational Dr. Gaylord, MI 49735
City Gaylord Michigan 49735-7828
City, Village, Township

**LANGUAGE FOR SELLER'S ACKNOWLEDGMENT
LEAD-BASED PAINT**

Seller represents and warrants that the listed property was built in 1978 or later, and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Seller(s)

John Reisman Trustee for Shirley McClure
John Reisman Trustee for Shirley McClure

Date: 4/17/17

[Signature] 4/9/2017

FORM L-1, © 1998 Michigan Association of REALTORS®, 7/01

Birkshire Pathway Home, 715 S. Wisconsin Gaylord, MI 49735
Phone: 989-732-9353 Fax: 989-732-5751 Brian Coehel

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93 Invitational Dr

MLS # 307043 93 Invitational Drive, Gaylord, MI 49735

\$360,000



Seller's Disclosure Statement

H

Property Address: 93 Invitational Dr, Gaylord, Michigan

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitution for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically intends the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Ranges/Oven					Lawn sprinkler system				
Dishwasher					Water heater				
Refrigerator					Plumbing system				
Hood/fan					Water softener/conditioner				
Disposal					Well & pump				
TV antenna, TV tower & controls					Septic tank & drain field				
Electric System (Garage door opener & remote control)					Sump pump				
Alarm system					City water system				
Intercom					City sewer system				
Central vacuum					Central air conditioning				
Air/conditioning					Central heating system				
Pool heater, wall liner & equipment					Wall furnace				
Microwave					Humidifier				
Trash compactor					Electronic air filter				
Calliope fan					Solar heating system				
Sauna/hot tub					Fireplace & chimney				
Washer					Wood burning system				
					Dryer				

Explanations (attach additional sheets, if necessary)

UNLESS OTHERWISE AGREED ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information.

1	Basement/Crawlspace: Has there been evidence of water? If yes, please explain.	yes	no
2	Insulation: Ceiling, if known.	yes	no
3	Low Voltage: Fire alarm, carbon monoxide detectors, installed? Approximate age, if known.	yes	no
4	Well: Type of well, depth, diameter, etc. Also, depth history, if known. Has the water been tested? If yes, date of last test/report/result.	yes	no

PAGE 1 OF 2

BUYER'S INITIALS: *Anna*
SELLER'S INITIALS: *[Signature]*

FORM H JUN/05

Re/Star Homeaway Homes, 113 S. Wiggins St, Gaylord, MI 49735
Phone: 987-732-8555 Fax: 987-732-5751 Brian Gochel

Produced with eForm3 by eLogic 18070 E. Haven Mile Road, Fraser, Michigan 48206 www.eform3.com

MLS # 307043 93 Invitational Drive, Gaylord, MI 49735

\$360,000

Seller's Disclosure Statement

Property Address: 93 Invitational Dr Gaylord MICHIGAN
City Village or Township

1. Sump Installation Status: Complete, Present, None
 2. Heating system: (Type) gas
 3. Plumbing system: (Type) gas
 4. Any water problems?
 5. Electrical system: Any known problems?
 6. History of infestation, if any: termites, carpenter ants, etc.
 7. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, lead, radon, lead-based paint, fuel oil chemical storage tanks and contaminated soil on property?
 8. If yes, please explain
 9. Flood Insurance: Do you have flood insurance on the property?
 10. Mineral Rights: Do you own the mineral rights?
Other Items: Are you aware of any of the following?
 1. Features of the property shared in common with the adjoining neighbors, such as walls, fences, roofs and driveways, or other features whose use or responsibility for maintenance may have an effect on the property?
 2. Any encroachments, easements, zoning violations or other restrictions?
 3. Any common areas, facilities, easements, walkways or other areas shared with others, or a homeowners' association that has any authority over the property?
 4. Structural modifications, alterations or repairs made without necessary permits or licenses?
 5. Settling, flooding, drainage, structural or grading problems?
 6. Major damage to the property from fire, wind, floods, or landslides?
 7. Any underground storage tanks?
 8. Farms or farm operations in the vicinity or proximity to a landfill, airport, shooting range, etc.
 9. Any outstanding utility easements or fees, including any natural gas main extension surcharge?
 10. Any outstanding municipal assessments or fees?
 11. Any pending litigation that could affect the property or the Seller's right to convey the property?

If no answer to any of these questions is yes, please explain. Attach additional sheets if necessary. See Addendum #7

The Seller has lived in the residence on the property from _____ (date) to _____ (date).
 The Seller has owned the property since _____ (date).
 The Seller has indicated above the conditions of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/plumbing system of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties make the Buyer liable for any representations not truthfully made by the Broker or Broker's agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.
 BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.
 BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller: [Signature] Date: 4/14/17
 Seller: _____ Date: _____

Buyer has read and understands contents of this statement.
 Buyer: [Signature] Date: 4/14/2017 Time: 3:26
 Buyer: _____ Date: _____ Time: _____

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that such service is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of form for misrepresentation or for warranties made in connection with the form.

MiLS # 307043 93 Invitational Drive, Gaylord, MI 49735

\$380,000

ADDENDUM TO LISTING CONTRACT

93 Invitational Dr., Gaylord, MI 49735

This ADDENDUM is to be part of and incorporated into a Listing contract between BERKSHIRE HATHAWAY HOME SERVICES as Listing Realtor/Broker and John Reitman Trustee for Shirley McClure as Seller, Dated December 23, 2016, regarding the above captioned Property.

Addendum #1

The Changes listed below are made part of the listing agreement.

Paragraph 4

"SELLER AND BROKERS AND AGENTS HAVE NOT AND WILL NOT DETERMINE THE CONDITION OR FITNESS FOR USE FOR USE OF THE PROPERTY FOR ANY PARTICULAR PURPOSE. THE SALE SHALL BE "AS IS," "WHERE IS," "WITH ALL FAULTS," AND WITH NO REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OR RECOURSE WHATSOEVER, EXCEPT THAT THE SELLER WILL CONVEY TITLE BY A WARRANTY DEED, FREE AND CLEAR OF ALL MONETARY LIENS CLAIMS, AND ENCUMBRANCES OF RECORD PURSUANT TO A BANKRUPTCY COURT ORDER."

Paragraph 5

Brokerage Firm shall identify to Seller all persons it introduces to the Property. FURTHER, if within 6 months after the expiration of this agreement, Seller sells, trades or exchanges the Property to anyone introduced to the Property during the term of this Exclusive Listing Contract, the stated compensation will be paid by Seller to Brokerage Firm, unless at the time of the sale, the Property is listed with any other realtor, in which case no compensation will be paid by Seller to Brokerage Firm. It is also agreed that in the event of a trade or exchange, Brokerage Firm is authorized to represent and receive compensation from both parties to the transaction, but in no event shall such compensation exceed 7% of the sale price.

Paragraph 21

"Seller is informed and believes that this division has been approved by local municipality."

Buyers Initials Amg

Sellers Initials [Signature]

MILS # 307043 93 Invitational Drive, Gaylord, MI 49735

\$360,000

Paragraph 27

"The bankruptcy court in which the McClure bankruptcy case is pending shall have exclusive jurisdiction to resolve any and all disputes regarding sale of the property. For that purpose the parties each waives any and all right to a trial by jury."

And

"SALE OF THE PROPERTY IS SUBJECT TO THE APPROVAL OF THE BANKRUPTCY COURT, AFTER NOTICE THEREOF AND AN OPPORTUNITY FOR ANY INTERESTED PARTY TO OBJECT, AND IS SUBJECT TO OVERBID AT THE HEARING TO APPROVE THE SALE."

Seller's Acknowledgement/Lead Based Paint disclosure as follows:

"Seller is informed and believes that the listed property was built in 1978 or later, and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

SELLERS DISCLOSURE

"INFORMATION IS NOT KNOWN TO SELLER. SELLER IS A BANKRUPTCY ESTATE. BANKRUPTCY TRUSTEE HAS NO KNOWLEDGE WHATSOEVER CONCERNING THE PROPERTY'S CONSTRUCTION, CONDITION, IMPROVEMENTS, SYSTEMS, APPLIANCES, REPAIR HISTORY, AGE, HABITABILITY OR SUITABILITY. SALE OF THE PROPERTY IS SUBJECT TO THE APPROVAL OF THE BANKRUPTCY COURT, AFTER NOTICE THEREOF AND AN OPPORTUNITY FOR ANY INTERESTED PARTY TO OBJECT, AND IS SUBJECT TO OVERBID AT THE HEARING TO APPROVE THE SALE."

Listed by Brian & Pat Goebel

Agent

Brian & Pat Goebel

Agent for BHHS

Berkshire Hathaway HomeServices

Date April 11th 17

[Signature]

Seller

John Reitman Ch 11 Bankruptcy Trustee for Shirley McClure

Date 4/11/17

04/12/2017

Date

[Signature]

Andrew Hees

Buyer

[Signature]

Justine Hees

Buyer



May 3, 2017

Mr. John Reitman

RE: Andrew Hees

Mr. Reitman:

This letter is to verify that Andrew Hees, via a combination of deposit accounts and credit facilities (in conjunction with Michael Hees) has available to him the sum of \$335,000 at Fifth Third Bank.

Sincerely,

FIFTH THIRD BANK

A handwritten signature in blue ink, appearing to read 'Lori Reichard', written over the printed name.

Lori A. Reichard

Vice President

989 705 7327

Cc: Michael Hees

Addendum "B"

Addendum to contract dated April 9, 2017

between John P. Reitman, Trustee (hereinafter "Seller")


and Andrew Hees, Justine Hees (hereinafter "Buyer")


Property Address 93 Invitational Drive, Gaylord, MI 49735

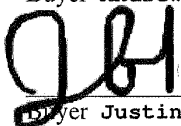
HOME INSPECTION CONTINGENCY REMOVAL:

Having conducted an inspection of the property, the Purchasers hereby lift and remove the home inspection contingency referenced in Paragraph 16 of the Buy and Sell Agreement.

All other terms and conditions remain unchanged.


Buyer Andrew Hees 05 / 08 / 2017
Date


Seller John P. Reitman, Trustee 5/8/17
Date


Buyer Justine Hees 05 / 08 / 2017
Date

Seller _____ Date

Michigan Network Realtors, 685 M-32 East, PO Box 460 Gaylord, MI 49734
Phone: 989.614.6100 Fax: 989.731.6704 Scott Chesley

93 Invitational

Produced with ZipForm™ by RE FormsNet, LLC 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipform.com

DECLARATION OF JON L. R. DALBERG

I, Jon L.R. Dalberg, declare as follows:

1. I am a limited liability partner of Landau Gottfried & Berger LLP (“LGB”), counsel to John P. Reitman, Chapter 11 Trustee for the bankruptcy estate of Shirley Foose McClure (the “Debtor”) in Case No. 1:13-bk-10386-GM that is presently pending before the United States Bankruptcy Court for the Central District of California, San Fernando Valley Division, and as such, unless otherwise stated, I have personal knowledge of the facts stated herein. I make this declaration in support of the *Motion of John P. Reitman, Chapter 11 Trustee, for Entry of an Order Authorizing Sale of 93 Invitational Drive, Gaylord, MI 49735 Free and Clear of Liens, Claims and Interests* (the “Motion”), to which this declaration is appended. Unless otherwise indicated, capitalized terms used in this declaration shall have the same meaning as is ascribed to them in the Motion.

2. On April 18, 2017, I received an e-mail from the Debtor introducing Thom Green as a prospective tenant for the Invitational Property. A true and correct copy of that e-mail is attached as Exhibit A hereto.

3. On April 19, 2017, I had a telephone conversation with Mr. Green who expressed interest in renting the Invitational Property, but did not discuss rent. I indicated that I would speak with the Trustee, and requested Mr. Green to think about what rent he would consider to be appropriate.

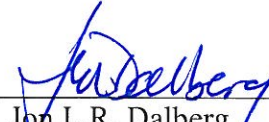
4. On the same day, I informed the Trustee of my conversation with Mr. Green, and also requested via e-mail that the Debtor provide me with a copy of the prior lease on the Invitational Property. A copy of that e-mail is attached as Exhibit B hereto.

5. Also on April 19, 2017, I sent an e-mail to Brian Goebel, of Berkshire Hathaway, who was present in Gaylord, providing him with Mr. Green’s contact information and requesting that he follow up with Mr. Green. A copy of that e-mail is attached hereto as Exhibit C.

1 6. By e-mail exchanges on April 20 and April 21, 2017, Mr. Goebel informed me that
2 he had attempted to contact Mr. Green, had left a message for him, and had received no response.
3 Copies of those e-mails are attached as Exhibits D, E and F hereto.

4 I declare under penalty of perjury under the laws of the United States that the foregoing is
5 true and correct.

6 Executed this ¹⁷~~17~~ day of May, 2017 in Los Angeles, California.

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Jon L.R. Dalberg

EXHIBIT A

Jon L.R. Dalberg

From: Shirley McClure <shirleyfoosemclure@yahoo.com>
Sent: Tuesday, April 18, 2017 5:37 PM
To: Thom Green
Cc: Shirley McClure; Jon L.R. Dalberg; A. Lavar Taylor
Subject: ?? Lease for 93 Invitational Drive

Thom and Jon,

Thom: Jon Dalberg is Chapter 11 Trustee John Reitman's attorney and is handing the Invitational property for Mr. Reitman while he is in a trial.

As we discussed two weeks ago, when you again inquired about leasing the Invitational house I said I would let them know of your strong interest. Jon emailed me earlier today and ask to have you contact him. Below is his contact information.

Landau Gottfried & Berger LLP

1801 Century Park East, Suite 700

Los Angeles, CA 90067

Main: 310-557-0050

Direct: 310-691-7372

Fax: 310-557-0056

E-mail: jdalberg@lgbfirm.com

Web: [Landau Gottfried & Berger LLP](#)

Landau Gottfried & Berger LLP

Jon,

I have never personally met Thom Green, but he was referred to me by my former tenants Tom and Amy. Tom was a Major at the Grayling Army base and I understand from Tom and Amy that Thom worked with Tom and was at the house numerous times and likes the house very much.

I started working with Thom last summer before the Court appointed the Trustee and then it was out of my hands, so this went no where. Thom has since last summer contacted me again this Spring on his interest in leasing Invitational Dr. He contacted me during my lengthy hospital stay and I learned from Thom's email the house was listed.

It is my understanding in my brief inter-action with Thom that he would maintain the house like Tom and Amy who were the definition of perfect tenants. They were never even one day late with rent and went far above most tenants in maintaining the property. Tom and Amy were on lease at \$1800 per month and paid all utilities, snow plowing and took care of minor maintenance.

I have not run a credit or taken an application from Thom, all email or verbal.

Since the trustee took over I have not given any quotes. Before the trustee came into the picture I had discussed if there was no lapse in tenants and they took over immediately and did the clean-up, yards which would of saved me from sending Jason back to Gaylord when Tom and Amy moved I would consider \$1500, as I thought that would net the same minus costs I would and did incur. I discussed a one year renewable lease with him at that time.

I hope you and Thom can talk and if possible work something out. Thom knows there is a purchase offer on the table.

Thom's phone number is 817-201-4562.

Will you please both confirm you have received this email.

Thank you,

Shirley
213 725-6329

EXHIBIT B

From: Jon L.R. Dalberg
To: ["Shirley McClure"](#)
Subject: RE: ?? Lease for 93 Invitational Drive
Date: Wednesday, April 19, 2017 11:43:08 AM

Thank you Shirley. Can you please send me a pdf of the lease with the prior tenant on this property.

From: Shirley McClure [mailto:shirleyfoosemccclure@yahoo.com]
Sent: Tuesday, April 18, 2017 5:37 PM
To: Thom Green
Cc: Shirley McClure; Jon L.R. Dalberg; A. Lavar Taylor
Subject: ?? Lease for 93 Invitational Drive

Thom and Jon,

Thom: Jon Dalberg is Chapter 11 Trustee John Reitman's attorney and is handing the Invitational property for Mr. Reitman while he is in a trial.

As we discussed two weeks ago, when you again inquired about leasing the Invitational house I said I would let them know of your strong interest. Jon emailed me earlier today and ask to have you contact him. Below is his contact information.

Landau Gottfried & Berger LLP
1801 Century Park East, Suite 700
Los Angeles, CA 90067
Main: 310-557-0050
Direct: 310-691-7372
Fax: 310-557-0056
E-mail: jdalberg@lgbfirm.com
Web: [Landau Gottfried & Berger LLP](#)

Landau Gottfried & Berger LLP

Jon,

I have never personally met Thom Green, but he was referred to me by my former tenants Tom and Amy. Tom was a Major at the Grayling Army base and I understand from Tom and Amy that Thom worked with Tom and was at the house numerous times and likes the house very much.

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I hope you and Thom can talk and if possible work something out. Thom knows there is a purchase offer on the table.

Thom's phone number is 817-201-4562.

Will you please both confirm you have received this email.

Thank you,

Shirley
213 725-6329

EXHIBIT C

Jon L.R. Dalberg

From: Jon L.R. Dalberg
Sent: Wednesday, April 19, 2017 12:31 PM
To: Pat Lynch-Goebel (lynchgoebel@msn.com)
Cc: John P. Reitman
Subject: 93 Invitational.

Brian,

As discussed a few moments ago, we have been contacted by Thom Green, who has expressed an interest in leasing 93 Invitational Drive. Please feel free to contact him. I spoke with him briefly this morning, and have informed him that the Trustee is in trial at the moment, but that we would get back to him as soon as practicable. We did not discuss rent, but the prior tenant (who vacated shortly before John was appointed Trustee last August) was paying \$1,800 per month. I have sent a request to Ms. McClure for a copy of that lease.

Thom Green's contact information is :

LTC Thom Green
DPTMS, Director
Camp Grayling JMTC
989-344-6770

With thanks,

Jon L.R. Dalberg

Landau Gottfried & Berger LLP
1801 Century Park East, Suite 700
Los Angeles, CA 90067
Main: 310-557-0050
Direct: 310-691-7372
Fax: 310-557-0056
E-mail: jdalberg@lgbfirm.com
Web: www.lgbfirm.com

Please consider the environment before printing.

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Tax Advice Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

EXHIBIT D

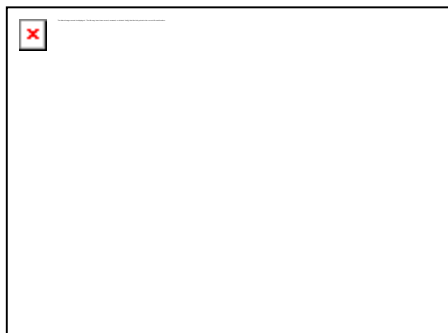
Jon L.R. Dalberg

From: Pat Lynch-Goebel <lynchgoebel@msn.com>
Sent: Thursday, April 20, 2017 10:15 AM
To: Jon L.R. Dalberg
Cc: John P. Reitman; Brian
Subject: Re: 93 Invitational.

Jon & John

I just attempted to contact LTC Thom Green. Shelby took a message and my information for LTC Thom Green. I will follow up on Friday if I don't get a call back today.

Brian & Pat Goebel
Berkshire Hathaway Michigan Real Estate
989-350-8100
Fax: 989-732-5751



From: Jon L.R. Dalberg <jdalberg@LGBFirm.com>
Sent: Wednesday, April 19, 2017 3:31 PM
To: Pat Lynch-Goebel (lynchgoebel@msn.com)
Cc: John P. Reitman
Subject: 93 Invitational.

Brian,

As discussed a few moments ago, we have been contacted by Thom Green, who has expressed an interest in leasing 93 Invitational Drive. Please feel free to contact him. I spoke with him briefly this morning, and have informed him that the Trustee is in trial at the moment, but that we would get back to him as soon as practicable. We did not discuss rent, but the prior tenant (who vacated shortly before John was appointed Trustee last August) was paying \$1,800 per month. I have sent a request to Ms. McClure for a copy of that lease.

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LTC Thom Green
DPTMS, Director
Camp Grayling JMTC
989-344-6770

With thanks,

Jon L.R. Dalberg

Landau Gottfried & Berger LLP

1801 Century Park East, Suite 700

Los Angeles, CA 90067

Main: 310-557-0050

Direct: 310-691-7372

Fax: 310-557-0056

E-mail: jdalberg@lgbfirm.com

Web: www.lgbfirm.com

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EXHIBIT E

Jon L.R. Dalberg

From: Pat Lynch-Goebel <lynchgoebel@msn.com>
Sent: Thursday, April 20, 2017 4:46 PM
To: Jon L.R. Dalberg
Subject: Re: 93 Invitational.

Jon
He has not returned my call today.

Thanks
Brian

Sent from my iPhone

On Apr 20, 2017, at 5:52 PM, Jon L.R. Dalberg <jdalberg@LGBFirm.com> wrote:

Did you hear back from Thom Green? I just got an e-mail from him, and thought I would check before calling him myself.

--jon

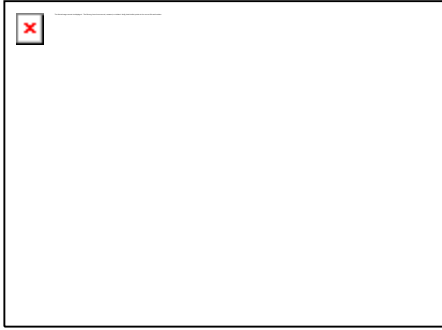
From: Pat Lynch-Goebel [<mailto:lynchgoebel@msn.com>]
Sent: Thursday, April 20, 2017 10:15 AM
To: Jon L.R. Dalberg
Cc: John P. Reitman; Brian
Subject: Re: 93 Invitational.

Jon & John

I just attempted to contact LTC Thom Green. Shelby took a message and my information for LTC Thom Green.

I will follow up on Friday if I don't get a call back today.

Brian & Pat Goebel
Berkshire Hathaway Michigan Real Estate
989-350-8100
Fax: 989-732-5751



From: Jon L.R. Dalberg <jdalberg@LGBFirm.com>
Sent: Wednesday, April 19, 2017 3:31 PM
To: Pat Lynch-Goebel (lynchgoebel@msn.com)
Cc: John P. Reitman
Subject: 93 Invitational.

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DPTMS, Director
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989-344-6770

With thanks,

Jon L.R. Dalberg

Landau Gottfried & Berger LLP
1801 Century Park East, Suite 700
Los Angeles, CA 90067
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Direct: 310-691-7372
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E-mail: jdalberg@lgbfirm.com
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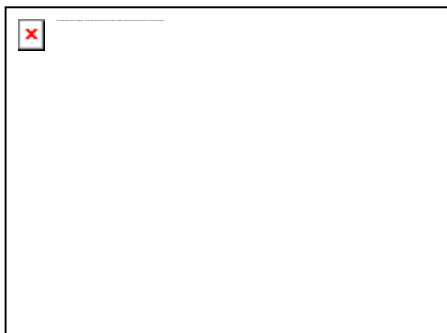
EXHIBIT F

Jon L.R. Dalberg

From: Pat Lynch-Goebel <lynchgoebel@msn.com>
Sent: Friday, April 21, 2017 11:30 AM
To: Jon L.R. Dalberg
Cc: Brian
Subject: Re: 93 Invitational.

Jon
I just attempted to reach LTC Thom Green with no answer. I let the phone ring until I was automatically disconnected.

Thanks
Brian Goebel
Berkshire Hathaway Michigan Real Estate
989-350-8100
Fax: 989-732-5751



From: Jon L.R. Dalberg <jdalberg@LGBFirm.com>
Sent: Thursday, April 20, 2017 8:08 PM
To: Pat Lynch-Goebel
Subject: Re: 93 Invitational.

Thanks. Keep me posted.

Sent from my iPhone

On Apr 20, 2017, at 4:46 PM, Pat Lynch-Goebel <lynchgoebel@msn.com> wrote:

Jon
He has not returned my call today.

Thanks

Brian

Sent from my iPhone

On Apr 20, 2017, at 5:52 PM, Jon L.R. Dalberg <jdalberg@LGBFirm.com> wrote:

Did you hear back from Thom Green? I just got an e-mail from him, and thought I would check before calling him myself.

--jon

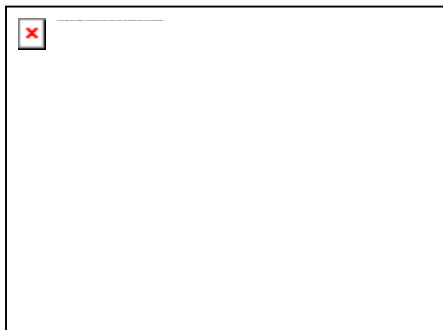
From: Pat Lynch-Goebel [<mailto:lynchgoebel@msn.com>]
Sent: Thursday, April 20, 2017 10:15 AM
To: Jon L.R. Dalberg
Cc: John P. Reitman; Brian
Subject: Re: 93 Invitational.

Jon & John

I just attempted to contact LTC Thom Green. Shelby took a message and my information for LTC Thom Green.

I will follow up on Friday if I don't get a call back today.

Brian & Pat Goebel
Berkshire Hathaway Michigan Real Estate
989-350-8100
Fax: 989-732-5751



From: Jon L.R. Dalberg <jdalberg@LGBFirm.com>
Sent: Wednesday, April 19, 2017 3:31 PM
To: Pat Lynch-Goebel (lynchgoebel@msn.com)
Cc: John P. Reitman
Subject: 93 Invitational.

Brian,

As discussed a few moments ago, we have been contacted by Thom Green, who has expressed an interest in leasing 93 Invitational Drive. Please feel free to contact him. I spoke with him briefly this morning, and have informed him that the Trustee is in trial at the moment, but that we would get back to him as soon as practicable. We did not discuss rent, but the prior tenant (who vacated shortly before John was appointed Trustee last August) was paying \$1,800 per month. I have sent a request to Ms. McClure for a copy of that lease.

Thom Green's contact information is :

LTC Thom Green
DPTMS, Director
Camp Grayling JMTC
989-344-6770

With thanks,

Jon L.R. Dalberg

Landau Gottfried & Berger LLP
1801 Century Park East, Suite 700
Los Angeles, CA 90067
Main: 310-557-0050
Direct: 310-691-7372
Fax: 310-557-0056
E-mail: jdalberg@lgbfirm.com
Web: www.lgbfirm.com

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

LANDAU GOTTFRIED & BERGER LLP, 1801 Century Park East, Suite 700, Los Angeles, CA 90067.

A true and correct copy of the foregoing document entitled (*specify*): **Motion of John P. Reitman, Chapter 11 Trustee, for Entry of an Order Authorizing Sale of 93 Invitational Drive, Gaylord, MI 49735 Free and Clear of Liens, Claims and Interests; Declarations of John P. Reitman and Jon L.R. Dalberg in Support Thereof** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **May 17, 2017**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **May 17, 2017** I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Honorable Geraldine Mund
U.S. Bankruptcy Court
San Fernando Valley Division
21041 Burbank Boulevard
Woodland Hills, CA 91367

Shirley Foose McClure
PO Box 2497
Fullerton, CA 92837

Lester Crawford
Office of The United States Trustee
915 Wilshire Blvd., Suite 1850
Los Angeles, CA 90017

Otsego County Treasurer Diane
Axford
225 W Main St Rm 107
Gaylord, MI 49735

Robert M Scholnick
17422 Chatsworth Street
Granada Hills, CA 91344

Glassratner Advisor & Capital Group
19800 MacArthur Blvd Ste 820
Irvine, CA 92612

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

May 17, 2017
Date

Michael Mocciano
Printed Name


Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF) (continued):

- Sean D Allen sda@sghoalaw.com
- Jason Balitzer jbalitzer@sulmeyerlaw.com,
jbalitzer@ecf.inforuptcy.com;dwalker@ecf.inforuptcy.com;slee@sulmeyerlaw.com
- Jon L Dalberg jdalberg@lgbfirm.com,
kalandy@lgbfirm.com;srichmond@lgbfirm.com;cboyias@lgbfirm.com;mmocciaro@lgbfirm.com
- Aaron E De Leest aed@dgd.com, DanningGill@gmail.com;adeleest@ecf.inforuptcy.com
- Wendy Yvonne Duncan wendy.duncan@shellpointmtg.com, mtgbk@shellpointmtg.com
- James R Felton jfelton@greenbass.com, mtyndall@greenbass.com;ecfnotification@greenbass.com
- Brian D Fittipaldi brian.fittipaldi@usdoj.gov
- Barry S Glaser bglaser@swesq.com, erhee@swesq.com
- Andrew Goodman agoodman@andyglaw.com
- Yi S Kim ykim@greenbass.com, ksopky@greenbass.com;ecfnotification@greenbass.com
- Yi S Kim ykim@greenbass.com, ksopky@greenbass.com;ecfnotification@greenbass.com
- Dare Law dare.law@usdoj.gov
- Carissa A Lynch Carissa.Lynch@ftb.ca.gov, Martha.Gehrig@ftb.ca.gov
- David J McCarty dmccarty@sheppardmullin.com, nparker@sheppardmullin.com
- Reed M Mercado rmercado@sheppardmullin.com
- Lisa Nelson lnelson@taylorlaw.com, ltaylor@taylorlaw.com
- Faye C Rasch frasch@wglp.com, kadele@wglp.com;tziemann@wglp.com
- John P Reitman jreitman@lgbfirm.com,
kalandy@lgbfirm.com;cboyias@lgbfirm.com;srichmond@lgbfirm.com;mmocciaro@lgbfirm.com
- Todd C. Ringstad becky@ringstadlaw.com
- S Margaux Ross margaux.ross@usdoj.gov
- Victor A Sahn vsahn@sulmeyerlaw.com,
agonzalez@sulmeyerlaw.com,agonzalez@ecf.inforuptcy.com;asokolowski@sulmeyerlaw.com;vsahn@ecf.inforup
tcy.com
- George E Schulman GSchulman@DGDK.Com, DanningGill@gmail.com;gschulman@ecf.inforuptcy.com
- James R Selth jim@wsrlaw.net, jselth@yahoo.com;melissa@wsrlaw.net;vinnet@ecf.inforuptcy.com
- Leonard M Shulman lshulman@shblp.com
- Wayne R Terry wterry@hemar-rousso.com
- United States Trustee (SV) ustpreion16.wh.ecf@usdoj.gov
- Daniel J Weintraub dan@wsrlaw.net, melissa@wsrlaw.net;vinnet@ecf.inforuptcy.com
- Pamela Jan Zylstra zylstralaw@gmail.com