

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION  
[www.flmb.uscourts.gov](http://www.flmb.uscourts.gov)

In re:

SQUARE ONE DEVELOPMENT, LLC,  
*et al.*,  
Debtor.

CASE NO.: 6:17-bk-03846-KSJ

CHAPTER 11

Jointly Administered<sup>1</sup>

\_\_\_\_\_/

APPLICABLE DEBTOR:

SQUARE ONE BURGERS PROP CO,  
LLC, CASE NO. 6:17-bk-03857

\_\_\_\_\_ /

**SUPPLEMENT TO SQUARE ONE BURGERS PROP CO., LLC'S  
MOTION FOR AN ORDER AUTHORIZING THE SALE OF REAL PROPERTY**  
(Re: 3105 SW 34<sup>th</sup> Street, Gainesville, Florida 32608)

SQUARE ONE BURGERS PROP CO., LLC (“Debtor”), by and through its undersigned counsel, hereby files this Supplement to the motion filed at (Doc. No. 311) (the “Motion”) seeking authorization to sell the real property located at: 3105 SW 34<sup>th</sup> Street, Gainesville, Florida 32608 pursuant to Section 363 of Title 11 of the United States Code. In support of this Supplement, Debtor states as follows:

**Factual Background and Recent Events**

1. Debtor owns real property located at 3105 SW 34<sup>th</sup> Street, Gainesville, Florida (the “Property”) which is encumbered by a first mortgage lien in favor of Stearns Bank, N.A. (“Stearns Bank”) in the amount of \$1,636,098.67.<sup>2</sup>

<sup>1</sup> Jointly-administered cases: Square One Development, LLC, Case No.: 6:17-bk-03846-KSJ; Square One Winter Park, LLC, Case No.: 6:17-bk-03843-KSJ; Square One Tamiami, LLC, Case No.: 6:17-bk-03847-KSJ; Square One University, LLC, Case No.: 6:17-bk-03848-KSJ; Square One Ft. Myers, LLC, Case No.: 6:17-bk-03849-KSJ; Square One Tampa Bay, LLC, Case No.: 6:17-bk-03850-KSJ; Square One Henderson, LLC, Case No.: 6:17-bk-03851-KSJ; Square One Brandon, LLC, Case No.: 6:17-bk-03852-KSJ; Square One Tyrone, LLC, Case No.: 6:17-bk-03853-KSJ; Square One The Villages, LLC, Case No.: 6:17-bk-03855-KSJ; Square One Gainesville, LLC, Case No.: 6:17-bk-03856-KSJ; Square One Burgers Prop Co., LLC, Case No.: 6:17-bk-03857-KSJ; and Square One Lakeland, LLC, Case No.: 6:17-bk-03858-KSJ.

<sup>2</sup> Amount derived from Proof of Claim #6-1 filed in the Debtor’s bankruptcy case.

2. On January 9, 2018, Debtor received a commercial sale contract (the “Initial Offer”) from Xin Sheng Xie (“Xie”) which contemplates that Debtor will sell the Property to Xie, together with its furniture, fixtures and restaurant equipment, for a total purchase price of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000.00). The Initial Offer includes a financing contingency and provides that broker’s fees are to be paid by Debtor. The Initial Offer also requires that a deposit of \$25,000 be held in escrow.

3. On January 10, 2018, Debtor filed the Motion seeking authorization to sell the Property to Xie pursuant to the terms of the Initial Offer. The Motion is currently scheduled to be heard on January 29, 2018 (the “Hearing”).

4. Subsequent to the filing of the Motion, on January 18, 2018, Debtor received a competing offer from LG Acquisitions, LLC, a copy of which is attached hereto as Exhibit “A” (the “Second Offer”).

5. The Second Offer exceeds the purchase price set forth in the Initial Offer by \$100,000.00. The Second Offer is also superior to the Initial Offer in that it: (i) does not require the payment of a broker’s commission; (ii) requires a \$100,000.00 deposit be placed in escrow; and (iii) provides that closing is not contingent on the buyer obtaining financing.

6. Upon receipt of the Second Offer, Debtor inquired as to whether Xie would match the Second Offer, but as of the filing of this Supplement no response has been received from Xie, or a representative of Xie. Debtor will continue to inquire as to Xie’s matching offer, and in the event Xie does elect to match the Second Offer received, Debtor will establish bidding procedures and conduct an auction between the two competing bidders.

7. However at this time, because no matching offer has been received from Xie, Debtor requests authorization to sell the Property to LG Acquisitions based upon the terms set forth in the Second Offer.

8. Debtor has reviewed the terms of the Second Offer and its proposed course of action with respect to matching bids with Stearns Bank. Stearns has indicated that it supports a sale to LG Acquisitions in the absence of a matching bid from Xie, and that it will pay Debtor's attorney's fees (in an amount not to exceed \$12,000.00) and all U.S. Trustee Fees incurred by Debtor in connection with such sale.

9. Stearns Bank has also requested that a bid in the full amount of its secured debt be reserved as a backup bid in the event a sale to LG Acquisitions does not close after the thirty (30) day due diligence period set forth in the Second Offer. Debtor supports the backup bid request and hereby requests approval of such bid in an amount equivalent to Stearns Bank's secured claim (\$1,636,098.67).

**WHEREFORE**, the Debtor respectfully requests that the Court enter an order (i) authorizing Debtor to consummate the sale of the Property to LG Acquisitions, LLC free and clear of all liens, claims, encumbrances and interests of any kind, with such liens, claims and encumbrances to attach to the net proceeds thereof; or in the alternative, (ii) authorizing Debtor to hold in escrow the net proceeds from the sale of the Property pending further order of the Court; (iii) authorizing Debtor to pay all closing expenses in connection therewith, including real estate taxes, escrow fees, special assessments (if any), recording costs and title insurance premiums, (iv) finding that LG Acquisitions, LLC is entitled to the protections of Section 363(m); (v) approving a backup bid in the amount of Stearns Bank's secured claim; and (vi) granting such other and further relief as the Court deems appropriate.

**RESPECTFULLY SUBMITTED** this 26th day of January, 2018.

/s/ R. Scott Shuker

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APPLICABLE DEBTOR:

SQUARE ONE BURGERS PROP CO,  
LLC, CASE NO. 6:17-bk-03857

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the **SUPPLEMENT TO SQUARE ONE BURGERS PROP CO., LLC'S MOTION FOR AN ORDER AUTHORIZING THE SALE OF REAL PROPERTY** has been furnished either electronically or by U.S. First Class, postage prepaid mail to: LG Acquisitions, LLC, 3500 Maple Avenue, Suite 1600, Dallas, Texas 75219, [jesus@leoncapitalgroup.com](mailto:jesus@leoncapitalgroup.com); Xin Sheng Xie, 1218 Shelter Rock Road, Orlando, Florida, 32835, [zoeyxf@hotmail.com](mailto:zoeyxf@hotmail.com); Bosshardt Realty Services, c/o Daniel J. Drotos, 5542 NW 43<sup>rd</sup> Street, Gainesville, Florida, 32653, [dan@teamryals.com](mailto:dan@teamryals.com); [mike@teamryals.com](mailto:mike@teamryals.com); Yang Realty, Inc., 1218 Shelter Rock Road, Orlando, Florida 32835; Square One Development, LLC and Square One Burger Prop Co., LLC, c/o: William Millner, 2042 Badlands Drive, Brandon, Florida 33511; First Citrus Bank, c/o Michael C. Markham, Johnson, Pope, Bokor, Ruppel & Burns, LLP, PO Box 1100 (33601-1100), 401 E. Jackson Street, Suite 3100, Tampa, Florida 33602, [MikeM@jpfirm.com](mailto:MikeM@jpfirm.com); Stearns Bank, N.A., c/o David Jennis, 606 East Madison Street, Tampa, Florida 33602, [djennis@jennislaw.com](mailto:djennis@jennislaw.com); Small Business Administration, North Florida District Office Litigation Unit, 7825 Baymeadows Way, Jacksonville, Florida 32256; United States Attorney General, U.S. Department of Justice, 950 Pennsylvania Avenue, NW, Washington, DC 20530; Alachua County Tax Collector, 3217 SW 35<sup>th</sup> Blvd, Gainesville, Florida 32608, Florida Department of Revenue, Attn: Executive Director, 5050 W. Tennessee Street, Tallahassee, Florida 32399-0140, Internal Revenue Service, Centralized Insolvency Ops., PO Box 7346, Philadelphia, PA 19101-7346; all creditors and parties in interest shown on the matrix attached to the original of this motion filed with the Court; and the U.S. Trustee, 400 W. Washington Street, Suite 1100, Orlando, Florida 32801, this 26<sup>th</sup> day of January 2018.

/s/ R. Scott Shuker

R. Scott Shuker, Esq.

1\* **1. PARTIES AND PROPERTY:** LG ACQUISITIONS, LLC ("Buyer")

2\* agrees to buy and SQUARE ONE BURGERS PROP CO LLC ("Seller")

3\* agrees to sell the property as: Street Address: 3105 SW 34TH ST., GAINESVILLE, FLORIDA 32808

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

5\* Legal Description: PARCEL ID: 08780-001-000

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

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

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

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

10\* **2. PURCHASE PRICE:** \$ 1,650,000.00

11\* (a) Deposit held in escrow by SQUIRE PATTON BOGGS (US) LLP \$ 100,000.00  
12 ("Escrow Agent") (checks are subject to actual and final collection)

13\* Escrow Agent's address: 201 N. FRANKLIN ST., SUITE 2100, TAMPA, FL 33602 Phone: 813-202-1357

14\* (b) Additional deposit to be made to Escrow Agent within \_\_\_\_ days after Effective Date \$ \_\_\_\_\_

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

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

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

18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject  
19\* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ 1,550,000.00  
20 check(s) or wire transfer.

21 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by Seller  
22\* and Buyer and an executed copy delivered to all parties on or before FEBRUARY 20, 2018, this offer will be  
23 withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3  
24 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the  
25 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.  
26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5  
27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending  
28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the  
29 essence in this Contract.

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

31\* (a) Closing Date: This transaction will be closed on <sup>10 DAYS AFTER EXPIRATION OF DUE</sup>  
32 \_\_\_\_\_ <sup>DILIGENCE PERIOD</sup> (Closing Date), unless specifically  
33 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but  
34 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing  
35 Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the  
insurance underwriting suspension is lifted.

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

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

39 **5. THIRD PARTY FINANCING:**

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

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

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

69\* \_\_\_\_\_  
 70 **provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the**  
 71\* **Property as C-2 Restaurant**

72\* **(a) Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent  
 73\* and pay for the title search and closing services. Seller will, at (check one)  Seller's  Buyer's expense and  
 74\* within \_\_\_\_\_ days  after Effective Date  or at least 30 days before Closing Date deliver to Buyer (check one)  
 75\*  (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be  
 76 discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount  
 77 of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the  
 78 evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after  
 79 Effective Date.  
 80\*  (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an  
 81 existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable  
 82 to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies  
 83 of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and  
 84 certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and  
 85 in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of  
 86 title.

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

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

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

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

97\*  (i.) Seller will, within 15 days from Effective Date, deliver to Buyer copies of prior surveys, plans,  
 98 specifications, and engineering documents, if any, and the following documents relevant to this transaction:

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

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

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

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

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

117\*  (b) Due Diligence Period: Buyer will, at Buyer's expense and within 30 days from Effective Date ("Due  
 118 Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's  
 119 intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,  
 120 Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary  
 121 to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and  
 122 zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of  
 123 access to public roads, water, and other utilities; consistency with local, state and regional growth management and  
 124 comprehensive land use plans; availability of permits, government approvals and licenses; compliance with  
 125 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections  
 126 that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and  
 127 development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of  
 128 Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice  
 129 requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its  
 130 agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the  
 131 purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the  
 132 Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses,  
 133 damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any  
 134 person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage  
 135 in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written  
 136 consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting  
 137 from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and  
 138 (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the  
 139 Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's  
 140 deposit will be immediately returned to Buyer and the Contract terminated.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged  
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-  
211 complying party specifying the non-compliance. The non-complying party will have 10 days (5 days if left blank) after  
212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

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

216 **13. DEFAULT:**

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

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

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

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

236 **16. DISCLOSURES:**

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

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

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

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

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

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

252 **17. RISK OF LOSS:**

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

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

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

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

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

280\* (a) **Seller's Broker:** \_\_\_\_\_  
281 (Company Name) (Licensee)  
282\* \_\_\_\_\_  
283 (Address, Telephone, Fax, E-mail)

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

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

288\* (b) Buyer's Broker: \_\_\_\_\_  
289\* (Company Name) (Licensee)

290\* \_\_\_\_\_  
291\* (Address, Telephone, Fax, E-mail)

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

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

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

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

309 22. ADDITIONAL TERMS:

310\* THE OFFER IS SUBJECT TO APPROVAL FROM THE BANKRUPTCY COURT. NEXT HEARING IS SCHEDULED FOR 1/29/2018.

311\* NOTWITHSTANDING SECTION 19, THIS CONTRACT IS ONLY ASSIGNABLE TO AN ENTITY UNDER COMMON CONTROL WITH THE BUYER.

312\* \_\_\_\_\_  
313\* \_\_\_\_\_  
314\* \_\_\_\_\_  
315\* \_\_\_\_\_  
316\* \_\_\_\_\_  
317\* \_\_\_\_\_  
318\* \_\_\_\_\_  
319\* \_\_\_\_\_  
320\* \_\_\_\_\_

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

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

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

338 \_\_\_\_\_  
339 (Signature of Buyer)

Date: January 18, 2018

340 Jesus Araiza, Authorized Signatory of LG Acquisitions, LLC  
341 (Typed or Printed Name of Buyer)

Tax ID No: \_\_\_\_\_

342 Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

343 \_\_\_\_\_  
344 (Signature of Buyer)

Date: \_\_\_\_\_

345 \_\_\_\_\_  
346 (Typed or Printed Name of Buyer)

Tax ID No: \_\_\_\_\_

347 Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

348 Buyer's Address for purpose of notice: 3500 Maple Ave., Suite 1600, Dallas, TX 75219

349 Facsimile: \_\_\_\_\_

Email: jesus@leconcapitalgroup.com

350 \_\_\_\_\_  
351 (Signature of Seller)

Date: \_\_\_\_\_

352 \_\_\_\_\_  
353 (Typed or Printed Name of Seller)

Tax ID No: \_\_\_\_\_

354 Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

355 \_\_\_\_\_  
356 (Signature of Seller)

Date: \_\_\_\_\_

357 \_\_\_\_\_  
358 (Typed or Printed Name of Seller)

Tax ID No: \_\_\_\_\_

359 Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

361 Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

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Label Matrix for local noticing  
113A-6  
Case 6:17-bk-03846-KSJ  
Middle District of Florida  
Orlando  
Fri Jan 26 14:12:09 EST 2018

Destination Studios, LLC  
c/o John M. Brennan, Jr., Esq.  
PO Box 3068  
Orlando, FL 32802-3068

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

LG Sheldon & Linebaugh, LLC  
3500 Maple Ave., Suite 1600  
Dallas, TX 75219-3936

Page Field Commons, LLC  
712 S. Oregon Avenue  
c/o Michael Quinn, Esq.  
Tampa, FL 33606-2516

Sterns Bank, N.A.  
c/o Grimes Goebel, et al  
1023 Manatee Ave W.  
Bradenton, FL 34205-7816

1723 E. 15th Realty Corp.  
c/o Jason B. Burnett, Esq.  
GrayRobinson, P.A.  
50 North Laura Street, 11th Floor  
Jacksonville, FL 32202-3664

ADT  
PO Box 371878  
Pittsburgh, PA 15250-7878

Allen Roofing, LLC  
4300 NW 23rd Ave  
Gainesville, FL 32606

Anthony & Partners, LLC  
John A. Anthony, Esquire  
201 N. Franklin Street  
Suite 2800  
Tampa, FL 33602-5816

Anthony & Partners, LLC  
201 North Franklin Street  
Suite 2800  
Tampa, FL 33602-5816

FCCI Insurance Group  
PO Box 405563  
Atlanta, GA 30384-5563

Hillsborough County Tax Collector  
601 E Kennedy Blvd  
Tampa, FL 33602-4932

MGM Investment Properties, LLC d/b/a VistaSe  
c/o Lennox Law, P.A.  
5100 W. Kennedy Blvd.  
Suite 120  
Tampa, FL 33609-1815

RPAI Fort Myers Page Field, L.L.C.  
c/o Jason A. Rosenthal  
The Rosenthal Law Firm, P.A.  
4767 New Broad Street  
Orlando, FL 32814-6405

Weyand Food Distributors, Inc.  
Watkins Law Firm, P.A.  
Allan C. Watkins, Esq.  
707 N. Franklin St., Ste 750  
Tampa, FL 33602-4423

ABC Fire Equipment Corp.  
5370 Jaeger Road  
Naples, FL 34109-5803

Advantage Publishing Inc  
4915 NW 43rd Street  
Gainesville, FL 32606-4460

Alsco  
507 N Willow Ave  
Tampa, FL 33606-1337

Ashberry Water Conditioning  
2405 4th Avenue East  
Tampa, FL 33605-5431

Buchman-Italiano Partnership  
c/o Craig Rothburd, Esq.  
320 W. Kennedy Blvd.  
Suite 700  
Tampa, FL 33606-1459

First Citrus Bank  
c/o Michael c. Markham  
Johnson Pope Bokor Ruppel & Burns  
401 E. Jackson St., Ste 3100  
Tampa, FL 33602-5228

IRS  
Centralized Insolvency Operations  
P.O. Box 7346  
Philadelphia, PA 19101-7346

Master Purveyors  
Attn: Michael McCranie, CEO  
6003 N 54th Street  
Tampa, FL 33610-4830

Square One Development, LLC  
2042 Badlands Drive  
Brandon, FL 33511-2808

1723 E. 15th Realty Corp.  
2652 Nostrand Avenue  
Brooklyn, NY 11210-4601

ACT Fire Protection, Inc.  
PO Box 4949  
Clearwater, FL 33758-4949

Alachua County Sheriff's Office  
False Alarm Reduction Unit  
PO Box 5489  
Gainesville, FL 32627-5489

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Sarasota, FL 34239-3607

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US Dept of Justice  
950 Pennsylvania Avenue, NW  
Washington, DC 20530-0009

Aztec Plumbing  
12410 Metro Parkway  
Ft. Myers, FL 33966-1315

BMI  
PO Box 630893  
Cincinnati, OH 45263-0893

Benderson 85-1 Trust  
PO Box 823201  
Philadelphia, PA 19182-3201

Bill Shumate  
704 W Bay Street  
Tampa, FL 33606-2706

Bill Shumate  
c/o Edward J. Peterson, Esq.  
110 E. Madison St., #200  
Tampa, FL 33602-4718

Blue Bell Creameries, LP  
PO Box 973601  
Dallas, TX 75397-3601

Blue Cross Blue Shield  
PO Box 660299  
Dallas, TX 75266-0299

Brandon Lock & Safe, Inc.  
333 Falkenburg Road North  
Unit B-203  
Tampa, FL 33619-7872

Broek LP  
9995 Huntcliff Trace  
Atlanta, GA 30350-2717

Buchman-Italiano Partnership  
c/o Craig E. Rothburd, Esq.  
320 W. Kennedy Blvd., Suite 700  
Tampa, Florida 33606-1459

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Tampa, Florida 33606-1459

Bulk Cooking Oil Solutions  
2170 Andrea Lane  
Fort Myers, FL 33912-1901

C&O Inc  
1413 S Howard Ave  
Suite 100  
Tampa, FL 33606-3176

C&O, Inc.  
c/o Edward Peterson, Esq.  
110 E. Madison St., #200  
Tampa, FL 33602-4718

Cavalier Distributing FL  
4930 Lakeland Comm Pkwy  
Lakeland, FL 33805-7628

Central Sumter Utility  
3201 Wedgewood Lane  
The Villages, FL 32162-7116

Century Link  
PO Box 1319  
Charlotte, NC 28201-1319

City Of St. Petersburg  
Central Cashiering  
PO Box 2842  
St.Petersburg, FL 33731-2842

City of St. Petersburg  
PO Box 33034  
St. Petersburg, FL 33733-8034

City of Winter Park  
401 S Park Avenue  
Winter Park, FL 32789-4386

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c/o Edward J. Peterson, Esq.  
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Comcast Cable  
PO Box 105184  
Atlanta, GA 30348-5184

Complete Lighting of Tampa  
2208 S. Dale Mabry Hwy  
Tampa, FL 33629-6314

Cortland Reilly  
4906 Saint Croix Drive  
Tampa, FL 33629-4831

Corvitus  
1011N Weber St  
Colorado Springs, CO 80903-2466

Courtland Reilly  
4906 Saint Croix Drive  
Tampa, FL 33629-4831

DOUG BELDEN TAX COLLECTOR  
PO BOX 30012  
TAMPA, FL 33630-3012

DVC Marketing  
5420 Pioneer Park Blvd  
Suite C  
Tampa, FL 33634-4312

Darling Ingredients Inc  
PO Box 530401  
Atlanta, GA 30353-0401

David Vander Broek  
c/o Keith Appleby  
501 E Kennedy Blvd., Ste 1700  
Tampa, FL 33602-5239

David W Steen, PA  
2901 W Busch Blvd  
Suite 311  
Tampa, FL 33618-4565

Design Furnishings, Inc.  
3647 All American Blvd  
Orlando, FL 32810-4726

Destination Studios, LLC  
1701 Stetson Court  
Longwood, FL 32779-3144

(p)DIRECTV LLC  
ATTN BANKRUPTCIES  
PO BOX 6550  
GREENWOOD VILLAGE CO 80155-6550

Dolphin Cleaning Enterprises  
P.O. Box 6333  
Clearwater, FL 33758-6333

Doug Belden  
Hillsborough County Tax Collector  
c/o Brian T Fitzgerald Esq  
P O Box 1110  
Tampa FL 33601-1110

ERC  
4001 Cobb Intern'l Blvd NW  
Kennesaw, GA 30152-4374

Ecolab  
26252 Network Place  
Chicago, IL 60673-1262

Edward Don & Company  
2562 Paysphere Circle  
Chicago, IL 60674-0025

Electrical Construction & Comm  
6510 - 118th Avenue North  
Largo, FL 33773-3732

FCCI INSURANCE COMPANY  
c/o Alberta L. Adams  
Mills Paskert Divers  
100 N Tampa St, Ste 3700  
Tampa, FL 33602-5835

FCCI Insurance Group  
c/o Alberta L. Adams, Esq.  
Mills Paskert Divers  
100 N Tampa St, Ste 3700  
Tampa, FL 33602-5835

Fat Free, Inc.  
968 Pondella Rd  
Suite 1  
N. Ft. Myers, FL 33903-3530

Fire Fighter, Inc.  
PO Box 888  
Land O' Lakes, FL 34639-0888

First Citrus Bank  
Attn: Marc Baumann, SVP  
10824 N Dale Mabry Hwy  
Tampa, FL 33618-4142

Florida Bancorp Supply, Inc.  
P.O. Box 560128  
Orlando, FL 32856-0128

Florida Department of Revenue  
Bankruptcy Unit  
Post Office Box 6668  
Tallahassee FL 32314-6668

Florida Natural Gas  
PO Box 934726  
Atlanta, GA 31193-4726

Florida Power & Light Company  
General Mail Facility  
Miami, FL 33188-0001

Florida's Finest Linen Service  
1920 Cypress Lake Drive  
Orlando, FL 32837-8458

FreshPoint  
5445 Bonacker Drive  
Tampa, FL 33610-2026

Frontier Communications  
PO Box 740407  
Cincinnati, OH 45274-0407

Gainesville Regional Utilities  
PO Box 147051  
Gainesville, FL 32614-7051

George Kruse  
c/o Keith Appleby  
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Tampa, FL 33602-5239

Gillen Broadcasting Corp  
7120 SW 24th Ave  
Gainesville, FL 32607-3705

Gold Coast Fire & Security  
11840 Lacy Lane  
Fort Myers, FL 33966-1345

Griffin Industries, LLC  
PO Box 530401  
Atlanta, GA 30353-0401

Hamco Business Supplies  
1951-C Porter Lake Dr.  
Sarasota, FL 34240-8852

Haven Furniture Company, Inc.  
1500 Havendale Boulevard  
Winter Haven, FL 33881-5304

Hide-Away Storage  
2590 17th Street  
Sarasota, FL 34234-1905



Hillsborough Cty Tax Coll  
Attn: Doug Beldon  
PO Box 2500  
Tampa, FL 33602

Hobart Services  
5424 W Waters Ave  
Tampa, FL 33634-1294

I-Deal Refuse Savings, Inc.  
190 Fitzgerald Rd.  
Suite 2  
Lakeland, FL 33813-2620

Ian Mackechnie  
600 N Westshore Blvd  
Suite 1200  
Tampa, FL 33609-1117

In2Food Inc  
1775 Breckinridge Pkwy  
Duluth, GA 30096-7616

Internal Revenue Service  
Post Office Box 7346  
Philadelphia PA 19101-7346

J.J. Taylor  
5102 S. 16th Street  
Tampa, FL 33619-5336

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c/o Keith Appleby  
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Woodstock, GA 30188-4659

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Gainesville, FL 32614-2340

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Tampa, FL 33602-5239

John T. Connor  
c/o Keith Appleby  
501 E Kennedy Blvd., Ste. 1700  
Tampa, FL 33602-5239

John T. Connor, II  
c/o Keith T. Appleby  
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Ellenton, FL 34222-2413

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Apt D  
Palm Beach Gardens, FL 33418-5765

Kenneth Rogers  
128 Palm Bay Terrace  
Apt D  
Palm Beach Garden, FL 33418-5765

LG Sheldon & Linebaugh, LLC  
c/o Jason Daniel Joffe  
Squire Patton Boggs (US) LLP  
777 S. Flagler Dr., Suite 1900 West  
West Palm Beach, FL 33401-6161

LG Sheldon & Linebaugh, LLC  
c/o Traci H. Rollins  
Squire Patton Boggs (US) LLP  
777 S. Flagler Dr., Suite 1900 West  
West Palm Beach, FL 33401-6161

Lake Cty Tax Collector  
PO Drawer 327  
Tavares, FL 32778-0327

Lakeland Area Chamber of Comm  
PO Box 3607  
Lakeland, FL 33802-3607

Lamar Advertising Company  
Attn: Credit Department  
PO Box 66338  
Baton Rouge, LA 70896-6338

Land O'Lakes Recycling  
20 E Dr MLK Jr Blvd  
Brooksville, FL 34601-4039

Light Bulb Depot of Tampa, LLC  
PO Box 410  
Aurora, MO 65605-0410

Louis Wohl  
11101 N 46th Street  
Tampa, FL 33617-2009

M E Wilson Company Inc.  
P.O. Box 373  
Tampa, FL 33601-0373

MGM Investment Properties, LLC  
c/o Andrew W. Lennox  
5100 W. Kennedy Blvd., Ste. 120  
Tampa, FL 33609-1815

Main Dolphin Clearning Ent  
PO Box 6333  
Clearwater, FL 33758-6333

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4333 US 301 N  
Ellenton FL 34222-2413

Manatee County Tax Collector  
PO Box 25300  
Bradenton, FL 34206-5300

Manatee County Utilities  
PO Box 25350  
Bradenton, FL 34206-5350

Massey Services  
P.O. Box 547668  
Orlando, FL 32854-7668

Massey Services Inc  
3210 Clay Avenue  
Orlando, FL 32804-4010

Master Purveyors  
C/O Herbert R. Donica  
307 South Boulevard, Suite D  
Tampa, FL 33606-2177

Master Purveyors  
c/o DONICA LAW FIRM, P.A.  
307 South Boulevard, Suite D  
Tampa, FL 33606-2177

McNatt Plumbing Company  
5800 E. Broadway Ave  
Tampa, FL 33619-2820

Michael Clever  
c/o Keith Appleby  
501 E Kennedy, Ste. 1700  
Tampa, FL 33602-5239

Mood Media  
PO Box 71070  
Charlotte, NC 28272-1070

Moody Capital Solutions, Inc  
c/o Wm J Perry Esq  
3475 Piedmont Rd, NE  
Suite 1100  
Atlanta, GA 30305-6400

Muzak, LLC  
PO Box 71070  
Charlotte, NC 28272-1070

NaturZone Pest Control  
1899 Porter Lake Dr.  
Unit 103  
Sarasota, FL 34240-7897

Nelson Mullins Riley  
& Scarborough LLP  
PO Box 11009  
Columbis, SC 29211-1009

Nelson Mullins Riley & Scarborough LLP  
B. Keith Poston  
Nelson Mullins  
P.O. Box 11070  
Columbia, SC 29211-1070

NuCo2  
PO Box 417902  
Boston, MA 02241-7902

Orange County Tax Collector  
PO Box 545100  
Orlando FL 32854-5100

Otho W. Shumate, Jr.  
c/o Edward J. Peterson, Esq.  
110 E. Madison St., #200  
Tampa, FL 33602-4718

PRLM Inc.  
c/o Pappas Retail Leasing & Mgmt  
PO Box 48547  
St. Petersburg, FL 33743-8547

Page Field Commons, LLC  
c/o Michael P. Quinn, Esq.  
Carey, O'Malley, Whitaker, Mueller,  
712 S. Oregon Avenue  
Tampa, FL 33606-2516

Pat Sullivan  
c/o Providence Family  
Offices  
202 S. Rome Ave. #150  
Tampa, FL 33606-1856

Philip Morris  
c/o Keith Appleby  
501 E Kennedy Blvd., Ste. 1700  
Tampa, FL 33602-5239

Phillip Morris  
PO Box 110459  
Lakewood Ranch, FL 34211-0006

Phillip Morris  
c/o Keith T. Appleby  
501 E Kennedy Blvd., Ste. 1700  
Tampa, FL 33602-5239

Polk Cty Tax Collector  
430 E Main St  
Bartow, FL 33830-4717

Precision Appliance  
2414 Merchant Ave  
Odessa, FL 33556-3460

Pressure Pros LLC  
20192 NE 24 Place  
Williston, FL 32696-7316

Pristino Cleaning Solutions  
110 Nottingham Pl  
Boynton Beach, FL 33426-8429

ProMax PSI  
114 Barbados Ave  
Tampa, FL 33606-3511

Quality Tomato Distribution  
2028 Shepherd Rd, #304  
Mulberry, FL 33860-8699

REGIONS BANK  
P O BOX 10063  
BIRMINGHAM AL 35202-0063

RPAI US Management, LLC  
Lease # 24978  
13068 Collections Center Drive  
Chicago, IL 60693-0130

Rainbow Produce  
2420 N.E. 19th Drive  
Gainesville, FL 32609-3319

Raymond Leich  
704 W Bay Street  
Tampa, FL 33606-2706

Raymond Leich  
c/o Townsend J. Belt, Esq.  
Law Office of Townsend J. Belt, P.A.  
238 E. Davis Blvd. Ste. #312  
Tampa, FL 33606-3737

Rearden Killion Comm  
650 Second Ave South  
St Petersburg, FL 33701-4104

Rearden Killion Communications, Inc  
dba rkc.me  
PO Box 1003  
St Petersburg FL 33731-1003

Republic Nat'l Distributing  
4901 Savarese Circle N  
Tampa, FL 33634-2413

Restaurant Magic  
4010 West Boy Scout Blvd  
Suite 300  
Tampa, FL 33607-5762

Restaurant Tea Svc of No Fl  
11315 St Johns Ind'l Pkwy  
Jacksonville, FL 32246-6606

S&O Greenworks  
4944 Dr Martin Luther King Jr Blvd  
Plant City, FL 33566-7953

SRG Quality Services, LLC  
7134 Point of Rocks Rd.  
Sarasota, FL 34242-2637

Safe Security  
PO Box 660826  
Dallas, TX 75266-0826

Sarasota County Public Utilities  
P.O. Box 628255  
Orlando, FL 32862-8255

Sea Breeze International  
P.O. Box 20442  
Bradenton, FL 34204-0442

Securis Systems  
5005 W Laurel St  
Suite 112  
Tampa, FL 33607-3896

Service With Style  
PO Box 2132  
Brandon, FL 33509-2132

Shoes for Crews LLC  
PO Box 504634  
St Louis, MO 63150-4634

ShredGreen  
PO box 47687  
Tampa, FL 33646-0115

Small Business Admin  
N Florida District Office  
7825 Baymeadows Way  
Jacksonville, FL 32256-7543

Small Business Administration  
Region IV Office  
233 Peachtree Street, NE  
Suite 1800  
Atlanta, GA 30303-1508

So Tampa Chamber of Commerce  
701 S Howard Ave, Ste 204  
Tampa, FL 33606-2473

South Central AV  
PO Box 638768  
Cincinnati, OH 45263-8768

Southern Florida Landscaping  
PO Box 260486  
Tampa, FL 33685-0486

Southern Star Commercial Svc  
3711 S. Lockwood Ridge Road  
Sarasota, FL 34239-7112

Southern Wine & Spirits  
5210 - 16th Avenue South  
Tampa, FL 33619-5343

Square One Tampa Bay, LLC  
704 W Bay Street  
Tampa, FL 33606-2706

Staples Advantage  
PO Box 405386  
Dept ATL  
Atlanta, GA 30384-5386

Stearns Bank, N.A.  
c/o David S. Jennis  
Jennis Law Firm  
606 E. Madison Street  
Tampa, FL 33602-4029

Stearns Bank, N.A.  
c/o Grimes Goebel Grimes Hawkins  
Gladfelter & Galvano, P.L.  
1023 Manatee Ave West  
Bradenton, Florida 34205-7816

Stearns Bank, N.A.  
c/o Grimes Goebel, et al  
1023 Manatee Avenue W.  
Bradenton, FL 34205-7816

Stearns Bank, NA  
7555 Dr MLK Jr St N  
St Petersburg, FL 33702-5205

Stearns Bank, NA  
Attn: Catherine Bonner, VP  
22 S Links Ave  
Sarasota, FL 34236-5939

Sumter Electric Cooperative  
PO Box 31634  
Tampa, FL 33631-3634

Sunrise Produce Jacksonville  
2208 West 21st Street  
Jacksonville, FL 32209-4111

Sysco West Coast Florida  
Attn: Cashier's Office  
3000 69th Street East  
Palmetto, FL 34221-8440

Sysco West Coast Florida  
PO Box 1839  
Palmetto, FL 34220-1839

Sysco West Coast Florida, Inc.  
c/o Frank N. White  
Arnall Golden Gregory LLP  
171 17th Street NW, Suite 2100  
Atlanta, GA 30363-1031

TECO Peoples Gas  
PO Box 31017  
Tampa, FL 33631-3017

TWC Services  
PO Box 1612  
Des Moines, IA 50306-1612

Tampa Bay Newspapers  
9911 Seminole Blvd  
Seminole, FL 33772-2536

Tampa Electric  
PO Box 31318  
Tampa, FL 33631-3318

Ted, Inc.  
4411 Bee Ridge Road  
PMB 307  
Sarasota, FL 34233-2514

Terra Lake Brandon, LLC  
C/O Paula Wormuth  
8713 Crest Ln  
Fort Myers, FL 33907-4205

The Villages Utilities  
984 Old Mill Run  
The Villages, FL 32162-1675

Thomas Kruse  
c/o Keith Appleby  
501 E Kennedy Blvd., Ste. 1700  
Tampa, FL 33602-5239

TramLaw, LLC  
PO Box 823201  
Philadelphia, PA 19182-3201

Truly Nolen  
4842 N Florida Ave, 2nd Fl  
Tampa, FL 33603-2157

Truly Nolen  
PO Box 600289  
Jacksonville, FL 32260-0289

Tyco Integrated Security  
PO Box 371967  
Pittsburgh, PA 15250-7967

U.S. Attorneys Office  
400 W. Washington Street  
Suite 3100  
Orlando, FL 32801-2203

U.S. Small Business Administration  
409 3rd Street, SW  
Washington, DC 20416-0005

United Concordia  
4401 Deer Path Rd  
Harrisburg, PA 17110-3983

United States Trustee - ORL  
Office of the United States Trustee  
George C Young Federal Building  
400 West Washington Street, Suite 1100  
Orlando, FL 32801-2210

UnitedHealthcare  
Attn: CDM - Bankruptcy  
185 Asylum Street - 03B  
Hartford, CT 06103-3408

UnitedHealthcare  
Dept CH 10151  
Palatine, IL 60055-0151

Van Wezel Performing Arts Hall  
777 N Tamiami Trail  
Sarasota, FL 34236-4047

Villages of Southwest Plazas  
c/o The Villages Comm'l Prop Mgm  
3231 Wedgewood Lane  
The Villages, FL 32162-7179

Vista Serv  
1509 Edgar Place  
Sarasota, FL 34240-9054

WastePro  
13110 Rickenbacker Pkwy  
Ft. Myers, FL 33913-8847

West Farms Landscape  
11717 SW Archer Road  
Gainesville, FL 32608-5731

Weyand Food  
PO Box 310259  
Tampa, FL 33680-0259

Weyand Food Distributors, Inc.  
c/o Allan C. Watkins, Esq.  
Watkins Law Firm, P.A.  
707 North Franklin St., Ste. 750  
Tampa, FL 33602-4423

William Milner  
704 W Bay Street  
Tampa, FL 33606-2706

Daniel A Velasquez  
Latham Shuker Eden Beaudine LLP  
111 N. Magnolia Avenue  
Suite 1400  
Orlando, FL 32801-2367

Kerri Ward Ken Burton Jr., Manatee County Ta  
4333 US 301 N  
Ellenton, FL 34222-2413

R Scott Shuker  
Latham Shuker Eden & Beaudine LLP  
Post Office Box 3353  
Orlando, FL 32802-3353

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

DirectTV  
PO Box 60036  
Los Angeles, CA 90060-0036

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

(u) Sysco West Coast Florida, Inc.

(u) Colonial Life Insurance

(d) David Vander Broek  
c/o Keith Appleby  
501 E Kennedy Blvd., Ste. 1700  
Tampa, FL 33602-5239

(u) Farm Fresh Produce

(d) First Citrus Bank  
c/o Michael C. Markham  
Johnson Pope Bokor Ruppel & Burns  
401 E. Jackson St., Ste. 3100  
Tampa, FL 33602-5228

(u) Gasket Masters of SW FL

(u) Gold Coast Eagle

(d) Hillsborough County Tax Collector  
601 E. Kennedy Blvd  
Tampa, FL 33602-4932

(u) JON B. OPPER, AS TRUSTEE OF THE JON B. OPPER TRUST under agreement dated June 7, 2004

(u) Paychex

(u) Premier Beverage

(u) Progress Energy

(d) RPAI Fort Myers Page Field, L.L.C.  
c/o Jason A. Rosenthal  
The Rosenthal Law Firm, P.A.  
4767 New Broad Street  
Orlando, FL 32814-6405

(d) Raymond Leich  
704 W. Bay Street  
Tampa, FL 33606-2706

(u) Southern Glazer's Wine  
& Spirits

(u)Cleta J. Corneil

(u)David Vander Broek

(u)George Kruse

(u)James Orr

(u)John Connor

(u)John Reinhart

(u)Jon B. Opper, as Trustee of the Jon B. Opp  
Ellison Lazenby  
200 Central Ave Ste. 2000  
St Petersburg

(u)Otho W. Shumate Jr.

(u)Phillip Morris

(d)Raymond Leich  
704 W. Bay Street  
Tampa, FL 33606-2706

(u)Thomas Kruse

End of Label Matrix	
Mailable recipients	215
Bypassed recipients	26
Total	241