

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

IN RE:	)	
	)	Case No. 3:16-bk-03837
SWORDS GROUP, LLC,	)	Chapter 11
	)	Judge Marian F. Harrison
Debtor.	)	

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**THE DEADLINE FOR FILING A TIMELY RESPONSE IS: APRIL 7, 2017.  
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: APRIL 18, 2017,  
AT 9:00 A.M., COURTROOM 3, 701 BROADWAY, NASHVILLE, TENNESSEE 37203**

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**NOTICE OF MOTION FOR ORDER APPROVING SALE FREE AND CLEAR OF  
LIENS, CLAIMS, AND ENCUMBRANCES PURSUANT TO 11 U.S.C. § 363**

Swords Group, LLC (“**Debtor**”) has asked the Court to enter an order authorizing Debtor to sell certain real property located at 704 Briskin Lane, Lebanon, Tennessee 37087 free and clear of liens, claims, and encumbrances pursuant to 11 U.S.C. § 363.

**YOUR RIGHTS MAY BE AFFECTED.** If you do not want the Court to grant the attached motion, or if you want the Court to consider your views on the motion, then on or before the date set forth above, you or your attorney must:

1. File with the Court your response or objection explaining your position. **PLEASE NOTE: THE BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE REQUIRES ELECTRONIC FILING. ANY RESPONSE OR OBJECTION YOU WISH TO FILE MUST BE SUBMITTED ELECTRONICALLY. TO FILE ELECTRONICALLY, YOU OR YOUR ATTORNEY MUST GO TO THE COURT WEBSITE AND FOLLOW THE INSTRUCTIONS AT: <<https://ecf.tnmb.uscourts.gov>>.**

If you need assistance with Electronic Filing, you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: US Bankruptcy Court, 701 Broadway, 1st Floor, Nashville, TN (Monday - Friday, 8:00 A.M. - 4:00 P.M.).

2. **Your response must state that the application to which you are responding is Motion for Order Approving Sale Free and Clear of Liens, Claims, and Encumbrances Pursuant to 11 U.S.C. § 363.**
3. You must serve your response or objection **by electronic service through the Electronic Filing system** described above.

If a response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. ***THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.*** You may check whether a timely response has been filed by calling the Clerk's office at (615) 736-5584 or viewing the case on the Court's website at [www.tnmb.uscourts.gov](http://www.tnmb.uscourts.gov).

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the application and may enter an order granting that relief.

DATED: March 17, 2017

Respectfully submitted,

/s/ R. Alex Payne  
Griffin S. Dunham  
R. Alex Payne  
DUNHAM HILDEBRAND, PLLC  
2510 8<sup>th</sup> Avenue South, Suite 210  
Nashville, Tennessee 37204  
629.777.6529  
alex@dhnashville.com  
*Counsel for the Debtor*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

IN RE:	)	
	)	Case No. 3:16-bk-03837
SWORDS GROUP, LLC,	)	Chapter 11
	)	Judge Marian F. Harrison
Debtor.	)	

**MOTION FOR ORDER APPROVING SALE FREE AND CLEAR OF  
LIENS, CLAIMS, AND ENCUMBRANCES PURSUANT TO 11 U.S.C. § 363**

Swords Group, LLC (the “**Debtor**”) hereby applies to this Court pursuant to 11 U.S.C. § 363 and Rule 6004 of the Federal Rules of Bankruptcy Procedure, for entry of an order authorizing and approving the Debtor’s sale of real property located at 704 Briskin Lane, Lebanon, Tennessee 37087 (the “**Property**”) to Crossland Transit Group, Inc. or any assignee thereof (“**Buyer**”) free and clear of all liens, claims, and encumbrances, for a price not less than two million, one hundred fifty thousand dollars (\$2,100,000).

1. By this Motion, the Debtor seeks entry of an order approving the sale of the Property on the terms set forth herein and granting other relief, including a finding that the sale is in good faith as contemplated by Section 363(m) of the Bankruptcy Code and approval for Debtor to make certain distributions with funds from closing.

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

3. The Court possesses the requisite authority to grant the relief requested herein pursuant to Title 11 of the United States Code (the “**Bankruptcy Code**”), in particular, Section 363 and Rules 6004 of the Federal Rules of Bankruptcy Procedure.

4. On May 26, 2016, (the “**Petition Date**”), Debtor commenced this case by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

5. Debtor is in possession of its property and is managing its affairs as Debtor-in-Possession. No Trustee or committee of unsecured creditors has been appointed.

6. Since before the Petition Date, Debtor has marketed its properties, including the Property to be sold under the Motion.

7. Debtor has filed a Chapter 11 plan (the “**Plan**”) that proposes to satisfy Debtor’s primary non-insider debt – secured debt owed to Simmons Bank and property tax debt owed on Debtor’s real estate – through the sale of real property owned by Debtor. While awaiting a final hearing on Debtor’s Plan, Debtor has located and secured a buyer on one of Debtor’s properties.

8. On March 14, 2017, Debtor and Buyer signed the Agreement to sell the Property, the closing of which is expressly subject to approval by this Court.

9. Debtor is the owner of the Property, described as 704 Briskin Lane, Lebanon, Tennessee 37087. The Property is subject to a recorded security interest in favor of Simmons Bank, and Debtor owes back taxes on the property to the Wilson County, Tennessee Tax Assessor for 2014 through year-to-date 2017.

10. Simmons Bank filed a proof of claim in this case (Claim No. 2) in the amount of \$3,438,992.00. The Simmons Bank claim is also secured by other properties owned by Debtor, which Debtor is also marketing during this Chapter 11 proceeding.

11. Wilson County filed a proof of claim in this case (Claim No. 4), reflecting that Debtor owed approximately \$38,092.28 in taxes with respect to the Property.

## ARGUMENT

12. The Debtor has determined in its business judgment that a sale of the Property as set forth herein is in the best interest of creditors and the estate. The offer is the highest and best offer for the Property presented to the Debtor.

13. The Debtor desires to sell the Property under terms and conditions substantially similar to the Contract for Sale of Real Estate and all amendments thereto (the “**Agreement**”) attached hereto as **Exhibit 1**. The terms of the Agreement are summarized as follows:

<b><u>Purchase Price:</u></b>	\$2,100,000
<b><u>Earnest Money:</u></b>	\$25,000
<b><u>Closing Date:</u></b>	Within 30 days of closing of the Inspection Period
<b><u>Inspection Period:</u></b>	60 days from contract execution
<b><u>Brokers’ Commission:</u></b>	5%, upon Court approval

14. The Buyer understands that the Court must approve the sale as a condition to closing. The parties are ready to commence the inspection period upon filing of this motion.

15. Assuming total commissions of 5% split between Joe McKnight with Chas. Hawkins Co., Inc. (“**Broker**”), the listing agent whose employment has been approved by this Court (Doc. No. 101) and Avison Young, Buyer’s real estate brokerage, the estate will net an estimated recovery of approximately \$1,995,000, which amounts will enable Debtor to satisfy outstanding property tax debt on the Property and pay down a significant amount of the secured debt owed to Simmons Bank.

16. Debtor will satisfy the entire tax liability on the Property at closing, leaving approximately \$1,957,000 in remaining sale proceeds, which amounts will be transferred to Simmons Bank, thereby reducing the Bank’s secured claim. Simmons Bank would retain its liens on the other three properties still owned by Debtor’s estate, as well as a lien on the sale proceeds prior to payment to Simmons Bank.

17. The Bankruptcy Code authorizes a debtor in possession “after notice and a hearing . . . to use, sell, or lease other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1).

18. Section 363(f) of the Bankruptcy Code provides that a debtor-in-possession may sell property free and clear of any interest in such property under the following circumstances:

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

19. Debtor is in need of selling one or more of its properties in the next few months. Debtor’s most viable financial path forward is selling its properties to pay down its secured debt and pay off Debtor’s tax claims, and to thereby reduce the amount of any remaining ongoing payment obligations to Simmons Bank. After the next three months, Debtor’s ability to generate sufficient rents to pay its current obligations is uncertain, at best.

20. The Property has been on the market for over a year. Debtor received periodic interest and numerous visits to the Property, but only a few offers.

21. On November 29, 2016, Debtor entered into a contract to sell the Property to C&T Land Company for the price of \$2 million (Doc. No. 94). Debtor filed a motion to approve the terms of the sale, which motion was approved by order of the Court dated January 10, 2017 (Doc. No. 108).

22. Subsequent to this Court's approval, the environmental inspection performed by C&T Land Company revealed some issues with the Property, including the presence of sink holes. C&T Land Company offered to reduce its purchase price to \$1.6 million, which Debtor rejected. C&T Land Company then exercised its rights to terminate the contract.

23. Debtor placed the Property back on the market, and conducted multiple showings with interested parties. Debtor and its real estate agent, Joe McKnight, disclosed the sink hole issues to interested prospective buyers, including the Buyer.

24. It is Debtor's understanding that the Property has an appraised fair market value of approximately \$2.2 million, but that such value does not take into account the recently discovered geological issues.

25. Buyer's offer for the Property is the best offer that Debtor has received for the Property in the past year. Debtor and its real estate professionals believe that the Buyer's offer is among the best offer that Debtor could reasonably expect for the Property.

26. Debtor understands that Simmons Bank, the Debtor's secured creditor with a lien interest in the Property, is agreeable to the terms and conditions of the sale of the Property, as disclosed in the Motion.

27. Debtor has discussed this sale with Simmons Bank, and believes that Simmons Bank will consent to the sale of the Property on the conditions proposed herein, such that the sale satisfies 11 U.S.C. §363(f)(2), provided that the lien of Simmons Bank shall attach to the proceeds of the sale.

28. Further, Debtor believes that the relief requested herein meets the requirements of Section 363(f) of the Bankruptcy Code. The Debtor is permitted to sell property free and clear of the liens, claims, and encumbrances of any holder of a secured claim because the entities

asserting liens on the Property could be compelled in a legal or equitable proceeding to accept a money satisfaction of their interest. Although the price at which the Property is less than the value of Simmons Bank's total lien, Debtor asserts that Simmons Bank will retain a security interest in the proceeds of the sale, as well as a security interest in other properties that exceeds the remaining amount of Simmons Bank's secured claim.

29. Debtor submits that because Simmons Bank is retaining its lien and stands to receive deferred cash payments totaling at least the allowed amount of its claim under Debtor's pending Plan of Reorganization, Simmons Bank could be compelled to accept a monetary satisfaction of its interest in the Property pursuant to 11 U.S.C. §1129(b)(2)(A).

30. Debtor further seeks the protections afforded to a purchaser with regard to sale transactions under 11 U.S.C. §363(m), which provides that the reversal or modification on appeal of the Court's authorization of a sale or lease of property does not affect the validity of the sale or lease if the entity that purchased or leased the property did so in good faith.

31. Although the Bankruptcy Code does not define good faith, courts have recognized that the kind of misconduct that would destroy a good faith status involves fraud, collusion between the purchaser and other offerors, or an attempt to take grossly unfair advantage of other offerors. *In re Abbotts Dairies*, 788 F.2d 143, 147 (3<sup>rd</sup> Cir. 1986).

32. Debtor submits that the proposed method of conducting the sale is reasonable, appropriate, and designed to ensure fairness. Unless specifically disputed, the Debtor requests that the sale should be entitled to the protections of Section 363(m) of the Bankruptcy Code. If the good faith of the Debtor or the Buyer is disputed, the Debtor requests that such dispute be determined at the hearing on this Motion.



33. The Buyer is not an insider of Debtor and no proceeds of the sale will be paid to either Debtor or any insiders.

34. Debtor believes that the sale is for fair market value. Debtor is not aware of any actual or potential higher or better offers.

35. The sale of the Property, pursuant to the Motion, is in the best interests of Debtor, Debtor's creditors, and all parties in interest. It is the result of a concentrated marketing effort and is the sale on the best terms and conditions available to Debtor.

36. Debtor will also provide to any requesting party a copy of the proposed closing documents to be prepared and executed by the parties. Debtor will also promptly file a report of sale following the sale of the Property.

37. The Debtor further requests the authority to use the proceeds from the sale of the Property to pay at closing (i) the lien of the Lender; (ii) any other claims that constitute liens on the Property, to include the tax claims of Wilson County, Tennessee; and (iii) allowed commissions to Chas. Hawkins Co., Inc. and Avison Young, as brokers.

**WHEREFORE**, Debtor respectfully requests the entry of an order (i) authorizing the sale of the Property free and clear of all liens, claims interests and encumbrances in accordance with the procedures set forth herein; (ii) finding that the Debtor and buyer have proceeded in good faith; (iii) authorizing payments to Simmons Bank, Wilson County, Tennessee, and Chas. Hawkins Co., Inc.; and (iv) for such other and further relief as is appropriate and just.

Respectfully submitted,

/s/ R. Alex Payne

Griffin S. Dunham

R. Alex Payne

DUNHAM HILDEBRAND, PLLC

2510 8<sup>th</sup> Avenue South, Suite 210

Nashville, Tennessee 37204

629.777.6529

alex@dhnashville.com

*Counsel for the Debtor*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was filed electronically on March 17, 2017 and that service was made to (i) all parties consenting to electronic service via the CM/ECF system; (ii) the Office of the United States Trustee via e-mail; and (iii) All of Debtor's creditors via e-mail, fax, or U.S. mail.

/s/ R. Alex Payne

R. Alex Payne

CONTRACT FOR SALE OF REAL ESTATE

Date: February 28, 2017

3-14-17  
28  
S

This Contract for sale and purchase of real estate (the "Contract") is entered into as of the Effective Date, as defined below, by and between Crossland Transit Group Inc on behalf of an assignee or entity yet to be formed (the "Purchaser") and Swords Group LLC (the "Seller").

1. PURCHASE AND SALE OF THE PROPERTY. Seller hereby agrees to sell and Purchaser hereby agrees to purchase, upon the terms and conditions herein set forth, the tract of land, improvements thereon, and appurtenances thereunto belonging, located in the City of Lebanon, County of Wilson, State of Tennessee, more particularly described as follows: An industrial building of approximately 50,720 square feet on 18.38 acres with an address of 704 Briskin Lane, Lebanon, TN 37087 and having a Parcel # 082 003.01

2. The personal property sold by this contract is described as follows: N/A. Said property being sold and purchased hereunder shall be referred to herein as the "Property".

3. PURCHASE PRICE. The purchase price of the Property shall be Two Million One Hundred Thousand Dollars (\$2,000,000.00) \$2,100,000.00

See attached amendment

4. ~~DATE OF CLOSING. The closing of this purchase shall take place at a time and place reasonably designated by Purchaser no less than thirty (30) days after the end of the Inspection Period.~~

5. OBLIGATIONS OF PARTIES AT CLOSING. At the closing, the parties hereto shall satisfy and perform the following:

a) Seller shall:

- (i) Deliver a deed in the usual form of full covenant and warranty, suitable for recording, conveying to Purchaser or its designee good and marketable title in fee simple to the Property, such as a title insurance company reasonably acceptable to both Seller and Purchaser will so insure, free and clear of all tenancies and encumbrances, except utility easements and such tenancies, restrictive covenants and encumbrances as are agreed upon by the parties and set forth in any Addendum hereto and subject to the existing Tenant lease.
- (ii) Deliver to Purchaser, at Seller's expense, a title policy on the Property from the title company in the amount of the total purchase price and insuring title in compliance with the requirements of Section 5a(i) above.
- (iii) Pay the real estate brokerage commission as hereinafter provided.
- (iv) Deliver to Purchaser possession of the Property, free and clear of all leases, tenancies, and occupancies, with the building in broom clean condition and both building and parking lot clear of all debris.

(b) Purchaser shall:

- (i) Make payment to Seller for the purchase price of the Property as well as pay recording and transfer fees.

6. EARNEST MONEY DEPOSIT. Within three (3) business days of the Effective Date of this Agreement, Purchaser shall deposit Twenty-Five Thousand Dollars (\$25,000) at the offices of John T Cook PC dba Attorneys Title Company (the "Escrow Agent"), for the limited purpose of holding the Earnest Money in accordance with the terms of this Agreement.
7. RISK OF LOSS. Risk of loss shall remain on Seller prior to closing.
8. APPLICATION FOR TITLE INSURANCE. Promptly after the execution hereof, Seller will apply for standard ALTA title binder from a title company acceptable to both Seller and Purchaser and will furnish copies thereof to Purchaser upon receipt. In the event such binder shows exceptions other than (a) such liens as are to be released and discharged at closing and/or (b) such encumbrances or other matters, if any, as are specified herein or in any Addendum attached hereto, Purchaser shall have five (5) business days after the date of receipt of such binder to state any objections to title, provided exceptions not objected to by Purchaser by delivery of written notification to Seller within five (5) business days shall be deemed to be acceptable to Purchaser as if specified herein. Upon receipt of written notice of Purchaser's objections, Seller shall use reasonable effort to promptly remedy or remove such exception(s) objected to by Purchaser, and the date of closing shall be deemed extended for that purpose. In the event such exception(s) are not eliminated within a reasonable time, then this contract shall be canceled and the deposit returned to Purchaser, unless Purchaser then elects to waive its prior disapproval.
9. PRORATIONS AT CLOSING. Real estate taxes for the current year, rentals and insurance premiums (acceptable to Purchaser), interest on encumbrances, and operating expenses (for service contracts or other obligations assumed by Purchaser), if any, shall be prorated as of the date of closing. Any security deposits held by Seller will be transferred to Purchaser.

*See attached contract*

~~10. CONDEMNATION OR DESTRUCTION. If prior to the closing of this transaction, all or any substantial part of the Property is condemned, damaged or destroyed, Purchaser shall have the option of either applying the proceeds of any condemnation award or insurance policies to reduce the total consideration provided herein or terminating this contract by delivering written notice of termination pursuant to this section to Seller within two (2) business days of the date Seller notifies Purchaser in writing of such condemnation, damages or destruction. In the event of such termination, Purchaser shall be entitled to a refund of the deposit.~~

*JB*

11. NO GOVERNMENT NOTICES. Seller warrants that Seller has not received, nor is aware of, any notification from any City, County, State or other governmental authority having jurisdiction, requiring any work to be done on or affecting the Property or expressing an intent to condemn or make special improvements for the benefit of the Property. Seller further warrants that in the event any such notice is received prior to closing, Seller shall submit such notice to Purchaser for examination and approval. Should Purchaser fail to approve any such notice within ten (10) days from the date Purchaser receives such notice, this contract shall be canceled without further liability to either party except Purchaser shall be entitled to a refund of the deposit.
12. ASSIGNMENT. Purchaser shall have the right to assign this contract and all rights hereunder, provided the assignee shall assume in writing all the obligations of Purchaser hereunder. In case of such an assignment, Purchaser shall further have the right to be relieved of any future liability under this contract, provided Seller gives its written consent thereto.
13. BROKERAGE. In negotiating this contract, Joe McKnight of Chas. Hawkins Co., Inc. has represented the Seller and Billy Gibbs of Avison Young has represented the Purchaser. At the closing, Seller shall pay a commission equal to ~~six~~ *five* percent (*5%*) of the total purchase price to be

*five 5*

*all 5*

split equally between Chas. Hawkins Co., Inc. and Avison Young. Buyer and Seller warrant that there are no other brokers involved in this transaction.

14. ADDITIONAL REMEDIES. In the event of breach of this contract by either Purchaser or Seller, the other party shall have, in addition to the remedies as herein provided, such additional remedies as otherwise allowed by law.

15. MISCELLANEOUS.

- a) Time is of the essence of this contract.
- b) If any term or condition of this contract be invalid or unenforceable, the remainder of the contract shall not be affected thereby.
- c) This contract constitutes the entire agreement of the parties hereto and, unless specified otherwise herein, no representation, inducement, promises or prior agreements, oral or written, between the parties or made by any agent on behalf of the parties shall be of any force or effect.
- d) This contract shall be construed and interpreted under the laws of the State of Tennessee.
- e) Purchaser and Seller shall at the time of closing execute such other papers and documents as may be legally necessary in order to close this transaction.
- f) The provisions of this contract shall not merge into the documentation from this transaction and shall survive the closing of this transaction and the execution and delivery of the deed pursuant hereto.
- g) Any notice hereunder must be in writing. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated from time to time.
- h) The provisions hereof shall insure to the benefit of and be binding upon the parties hereto and their prospective heirs, legal representatives and assigns.
- i) Any addendum attached hereto shall be deemed a part hereof and shall supersede any conflicting terms or conditions contained in this contract.

*See attached memorandum*

16. ~~INSPECTION. Purchasers shall have a period of ninety (90) days after the Effective Date to make inspections, investigations and studies of the Property at Purchasers sole cost and expense. If Purchasers determine during this inspection period that they do not wish to proceed with the purchase of the Property for any reason, Purchasers may give written notice thereof to Sellers on or before the expiration of this inspection period, whereupon the Earnest Money shall be refunded promptly, and this Agreement shall be terminated. Contingencies include, but are not limited to, satisfactory title, appraisal and environmental condition. If the Purchasers do not give written notice of termination to Sellers within this inspection period, then this Agreement shall continue in accordance with its terms and conditions, and the Escrow Money shall become nonrefundable.~~

*SP*  
*JK*

17. ENVIRONMENTAL. Seller represents to Purchaser that Seller has no actual knowledge that any condition exists on the property, which is in violation of any environmental law, rule, regulation or ordinance. Seller shall convey the property as is, where is, without warranty or representation of condition, including any warranty or representations regarding compliance with any environmental law, rule, regulation or ordinance. Seller will turn over to Purchaser within three (3) days of a completed contract any environmental or geological studies in their possession.

Purchaser may, at its expense, shall conduct a current Environmental Phase I study on the Property. The report is subject to Purchaser's approval of the findings and Purchaser may terminate this contract based upon disapproval of those findings.

18. SITE STUDIES. Within ten (10) days of a fully executed contract Seller shall turn over to Purchaser all property information it has in its possession including but not limited to surveys, environmental reports, building plans/condition reports, leases, etc.
19. EFFECTIVE DATE. The Effective Date of this Agreement shall, for all purposes, be deemed to be the latest of the dates of full and final execution by Seller or Purchaser.
20. EXPIRATION OF THE CONTRACT. This contract shall remain in force until 5:00 Central Time on Wednesday, March 8<sup>th</sup>, 2017.

(Print Full name or names)

February 25, 2017  
(Date)

Purchaser - K. Howard

By: KEITH A HOWARD

Title: VP-OPERATIONS

Address: 3131 S. 2nd St, Suite 219  
Louisville, KY 40208

March 1, 2017 3-14-2017  
(Date)

Seller - Jerry M. Swords

By: Jerry M. Swords

Title: Treasurer / President

Address: 412 Industrial Dr  
Mt. Vernon TN 37122



## Chas. Hawkins Co., Inc./CORFAC International

### FIRST AMENDMENT TO CONTRACT FOR SALE OF REAL ESTATE

This is the first amendment (the "First Amendment") to the Contract For Sale of Real Estate (the "Contract") dated February 28, 2017 by and between **Swords Group, LLC** ("Seller"), and **Crossland Transit Group, Inc.** on behalf of an assignee or entity yet to be formed ("Buyer"), for the real property described as:

Being the real property located in the City of Lebanon, County of Wilson, State of Tennessee, more particularly described as follows: An industrial building of approximately 50,720 square feet on 18.38 acres with an address of 704 Briskin Lane, Lebanon, TN 37087 and having a Parcel # 082 003.01

Seller and Buyer hereby agree to amend the Contract as follows:

INSPECTION: Purchasers shall have a period of ~~forty five (45)~~ <sup>sixty 60</sup> days after the Effective Date to make inspections, investigations and studies of the Property, at Purchasers sole cost and expense, to determine whether the Property is acceptable to the Purchaser (the "Inspection Period"). Contingencies include, but are not limited to, satisfactory title, appraisal and environmental conditions. If Purchasers determine during this inspection period that they do not wish to proceed with the purchase of the Property for any reason, Purchasers may give written notice thereof the Sellers on or before the expiration of this inspection period, whereupon the Earnest Money shall be refunded promptly, and this Agreement shall be terminated. If the Purchasers do not give written notice of termination to Sellers within the inspection period, then this Agreement shall continue in accordance with its terms and conditions, and the Escrow Money shall become nonrefundable.

CONDEMNATION OR DESTRUCTION: If prior to the closing of this transaction, all or any substantial part of the Property is condemned, damaged or destroyed, Purchaser shall have the option of decreasing its purchase price by the amount of any condemnation award or insurance proceeds paid to Seller or Seller's lender, or terminating this contract by delivering written notice of termination pursuant to this section to Seller within two (2) business days of the date Seller notifies Purchaser in writing of such condemnation, damages or destruction. In the event of such termination, Purchaser shall be entitled to a refund of the deposit.

DATE OF CLOSING: Closing of this contract is contingent on Bankruptcy Court approval, which Seller shall seek within five (5) business days of the Effective Date. Closing of this contract shall occur as soon as practicable, but in no event shall Closing occur more than thirty (30) days after the Inspection Period. Seller shall have thirty (30) days to vacate the Property, which period shall begin from the latest date of the following: (i) the date on which the parties determine a closing date for the sale of the Property, (ii) the date on which the Inspection Period is complete, or (iii) the date on which Seller obtains Bankruptcy Court approval for the sale of the Property.

Except as expressly set forth herein, the other terms of the Contract shall remain in full force and effect.

SELLER: Swords Group, LLC

BUYER: Crossland Transit Group, Inc.

By: [Signature]  
(Signature)

By: [Signature]  
(Signature)

Name: Julie Young  
(Please Print)

Name: Keith A. Hurney  
(Please Print)

Its: Treasurer President

Its: VP/Operations

Date: 3/1/17 3/14/2017

Date: 3-13-17



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

IN RE:	)	
	)	Case No. 3:16-bk-03837
SWORDS GROUP, LLC,	)	Chapter 11
	)	Judge Marian F. Harrison
Debtor.	)	

**[PROPOSED] ORDER GRANTING DEBTOR’S MOTION FOR ORDER  
APPROVING SALE FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES  
PURSUANT TO 11 U.S.C. § 363**

This matter came on for consideration on the *Motion for Order Approving Sale Free and Clear of Liens, Claims, and Encumbrances Pursuant to 11 U.S.C. § 363* (the “Motion”). In the Motion, Debtor sought entry of an order approving the sale of certain real property located at 704 Briskin Lane, Lebanon, Tennessee 37087 (the “Property”) free and clear of liens, claims, and encumbrances pursuant to Section 363 of the Bankruptcy Code and Rule 6004 of the Federal Rules of Bankruptcy Procedure.

It appears to the Court that the terms and conditions of sale set forth in Exhibit 1 to the Motion are appropriate and reasonable. It further appears that notice of the Motion was properly given pursuant to the Federal Rules of Bankruptcy Procedure and this Court’s local rules, and that no party has filed an objection to the relief sought in the Motion.

IT IS THEREFORE ORDERED that the Motion is granted, and that Debtor is authorized to sell, free and clear of all liens, the Property located at 704 Briskin Lane, Lebanon, Tennessee 37087, in accordance with the terms set forth in Exhibit 1 to the Motion and and the lien of Simmons Bank shall attach to the proceeds of the Sale.

IT IS FURTHER ORDERED that the Sale is entitled to the protections of Section 363(m) of the Bankruptcy Code.

IT IS FURTHER ORDERED that the Debtor is authorized and directed to use the proceeds from the sale of the Property to pay at closing (i) the lien of the Lender, Simmons Bank; (ii) any other claims that constitute liens on the Property, to include the tax claims of Wilson County, Tennessee; and (iii) allowed commissions to Joe McKnight of Chas. Hawkins Co., Inc., as Debtor's broker, and Avison Young, as broker for buyer.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED  
ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE

APPROVED FOR ENTRY:

/s/ R. Alex Payne  
Griffin S. Dunham  
R. Alex Payne  
DUNHAM HILDEBRAND, PLLC  
2510 8<sup>th</sup> Avenue South, Suite 210  
Nashville, Tennessee 37204  
629.777.6529  
alex@dhnashville.com  
*Counsel for the Debtor*