UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA TAMPA DIVISION

In re
WALKER RENAISSANCE
MANUFACTURING, INC.,
Debtor.

Case No. 8:17-bk-5390-MGW Chapter 11

MOTION TO APPROVE SALE (REAL PROPERTY)

WALKER RENAISSANCE MANUFACTURING, INC., hereby files this Motion to Approve Sale (Real Property) and in support of its Motion thereof, states that:

- WALKER RENAISSANCE MANUFACTURING, INC. filed a Voluntary Petition herein on June 21, 2017, and is a debtor in possession under Chapter 11 of the Bankruptcy Code.
- 2. The Debtor entered into a Contract for the sale of property located at 8802 E. Broadway Ave., Tampa, Florida 33619 and 8740 E. Broadway, Tampa, Florida 33619. The proposed purchaser of the property is RSM RESOURCES, INC., who has agreed to pay the Debtor the sum of \$1,550,000.00. The purchaser is a non-related third party whose bid was made as an arms-length transaction. A copy of the Contract is attached hereto as Exhibit "A" and by reference made a part hereof.
- On August 17, 2017, the Debtor filed an Application to Employ Grimaldi Commercial Realty Corp. as Real Estate Agent (Doc. No. 47), who procured the Buyer.
- 4. The Debtor believes that the sale of this asset is in the best interest of the estate, and that the proposed sale price represents a fair market value for the property, and

is the best offer which the Debtor has obtained.

 Synovus Bank holds the mortgage on both of the properties and will be paid in full from the proceeds of the sale.

WHEREFORE, the Debtor prays that this Court will enter an order granting this Motion, direct that the property be sold by the Debtor in accordance with the Contract attached hereto, and that the Court grant such other and further relief as is just and proper.

DAVID W. STEEN, P. A.

DAVID W. STEEN, ESQUIRE

Florida Bar No.: 221546

2901 w. Busch Boulevard, Suite 311

Tampa, FL 33618

Telephone: (8

(813) 251-3000

E-mail:

dwsteen@dsteenpa.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic and/or United States Mail to: United States Trustee, 501 E. Polk Street, Suite 1200, Tampa, Florida 33602; and to all creditors listed on attached official court approved matrix on the day of August, 2017.

DAVID W. STEEN, ESQUIRE

Con	nmercial Contract	FloridaRe	altors*
. 1	. PARTIES AND PROPERTY:REH HSSOURCES, INC.	("Buyer")
2° a	grees to buy and	INC ("Seller")
3. S	grees to sell the property as; Street Address: 0002 NID 8740 EAST BROADINY AVE	370B	
۸۰.	ТАНРА, PL 33619-7702		•
5• L	egal Description: Bee special clauses		
6 *			
7° E	and the following Personal Property:		
B *	· · · · · · · · · · · · · · · · · · ·		
) פ	all collectively referred to as the "Property") on the terms and conditions set forth below.		
10* 2	2. PURCHASE PRICE:	\$ 1,5	
11.	(a) Deposit held in escrow by	\$	0.00
12	Escrow Agent's address: 12029 Whitmarch La, Tampa, FL33626 Phone: 813 6551700		
14*	(b) Additional deposit to be made to Escrow Agent within 3 days after Effective Date	\$	25,000.00
15*	(c) Additional deposit to be made to Escrow Agent within days after Effective Date	\$	0.00
15*	(d) Total financing (see Paragraph 5)	\$ 1,3	95,000.00
17*	(c) Other	\$	0.00
18 19* 20	(i) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashler's or official bank check(s) or wire transfer.	\$1	30,000.00
24 25 26 27	3, TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this and Buyer and an executed copy delivered to all parties on or before of 19(2017) withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any days from the date the counter offer is delivered. The "Effective Date" of this Contract is last one of the Seller and Buyer has signed or initialed and delivered this offer or the Calendar days will be used when computing time periods, except time periods of 5 days or days or less will be computed without including Saturday, Sunday, or national legal holiday on a Selurday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next businessence in this Contract.	y counter offer we set the date on whe final counter of rless. Time perfers. Any time perfers. Any time perfers.	ill be 3 of the off th
30	on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the naxi busi essence in this Contract. 4. CLOSING DATE AND LOCATION: (a) Closing Date: This transaction will be closed on or location of the contract. The Closing Date will prevail over all other provisions of this Contract. The Closing Date will prevail over all other contracts.	sective date	
31° 32 34 35	(a) Closing Date: This transaction will be closed on or befree 3 days me (Closing extended by other provisions of this Contract. The Closing Date will prevail over all other not limited to, Financing and Due Diligence periods, in the event insurance underwriting Date and Buyer is unable to obtain properly insurance. Buyer may postpone closing up insurance underwriting suspension is lifted.	is suspended of	n Closing
22.	Buyer and Soller acknowledge receipt of a cupy of this page, which is Page 1 of 8	Pagos.	\mathcal{D}
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37°	(b) Location: Closing will take place in
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90° 91 92 93 94	(2) Buyer delivers proper written notice and Seller cures the defects within days from receipt of the notice ("Curalive Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.
98 99* 100 101 102 103 104 105 106	specifications, and engineering documents, if any, and the following documents relevant to this transaction: if available, previous environmental audite, title commitment, coning information, curvey, leases, prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated. Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, Buyer will accept the Property with existing encroachments such encroachments will constitute a title defect to be
108	(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.
109 110 111 112 113	Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property 'as is', Buyer
115 116	나는 그는 얼마나는 그는 사람들이 되었다면 하는 사람들이
1177 118 120 121 122 123 124 125 126 127 120 131 132 133 134 135 137 138 139 140	Diligence Period*), determine whether the Property is sultable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of the Property as specified in Paragraph 6, During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soll and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compilance with American with Disabilities Act; absence of asbestos, soll and ground water contamination; and other inspections that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is "condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from libebility to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written conse
142*	Buyor () and Sciller () () acknowledge receipt of a capy of this page, which is Page 3 of 8 Pages.
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- parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and 143 to ensure that all Property is on the premises. 144
- 8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that naterially affect the Property or Buyer's Intended use of the Property will be permitted 🗵 only with Buyer's consent 145 Without Buyer's consent.
- 9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with 151 the norms where the Property Is located.
- (a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at 152 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, 153 maliboxes, and security systems. 154
- (b) Costs: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing 155 statements and recording fees for the deed. Seller will pay Seller's allorneys' fees, taxes on the deed and 156 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or 157 prior to closing and falls to do so. Buyer may use purchase proceeds to satisfy the encumbrances. 158
- (c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidayli; originals of those assignable 150 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each 100 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its 161 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, 162 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant 163 184 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender. 165 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in 105 ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information 167 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors 168 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and 160 setting forth facts showing the conveyance conforms to the requirements of local law. Settler will transfer security 170 deposits to Buyer. Buyer will provide the closing statement, mongages and notes, security agreements, and 171 172 financing statements.
- (d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond 173 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance 174 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the 175 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due 176 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request 177 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing, . 170
- (e) Special Assessment Liens: Certified, confirmed, and ralified special assessment liens as of the Closing Date 179 will be paid by Seller. If a certified, confirmed, and railfied special assessment is payable in installments, Seller will IDD pay all installments due and payable on or before the Closing Date, with any installment for any period extending 181 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the 102 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing 103 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially 184 completed as of the Closing Date but has not resulted in a lien before closing. Setter will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and 105 186 does not apply to condominium association special assessments. 187
- (f) Foreign investment in Roal Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA, 188 Seller and Buyer agree to comply with Section 1445 of the internal Revenue Code. Seller and Buyer will 188 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply 100 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or 191

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

10. ESCROW AGENT: Soller 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 liems to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross 199 escrowed liems at the Agent's dues or obligations under this Contract, Agent may, at Agent's option, 199 and the escrowed liems until the parties mutually agree to its disbursement or until a court of competent 199 insdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of 199 in the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, 199 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If 199 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent 199 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and 199 charged and awarded as court costs in favor of the prevailing party.

208 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 falls 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 ____ days (5 days II 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:

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

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

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

222 15, NOTICES: All notices will be in writing and may be delivered by mall, overnight courier, personal delivery, or selectronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

236 16. DISCLOSURES:

[a] Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales

Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial
real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

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- proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be walved 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(p).
- (c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
 and radon testing may be obtained from your county public health unit.
- (d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by
 Section 553.996, Florida Statules.

252 17. RISK OF LOSS:

- (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Selfer will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer.
 Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Selfer will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Selfer's claim to any insurance proceeds payable for the damage. Selfer will cooperate with and assist Buyer in collecting any such proceeds. Selfer shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.
- (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at dosing the proceeds of any award, or Seller's claim to any sward payable for the taking. Seller will cooperate with 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 257-not assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment 250 agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or 250 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 Selfer.
 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. Handwrillen 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, 270 a licensed real estate Broker other than:

			•			~		20				
80*	(a) Seller	's Broke	r: .G	rimaldi	Commorei	al .Roalt	y Corp		D	erek H.	seckinger	
81					(Company Nam	e) .			10.000.000	(Licensea)	120-25-11-20-2	
82*	115 Woot	. Doaron	Avonue	Tampo,	FL 33613	(813) 3	44 655	2 derak@	rimald	commerci	alroalty	.com
63					(Address, Telep	hone, Fax, E	mail)					
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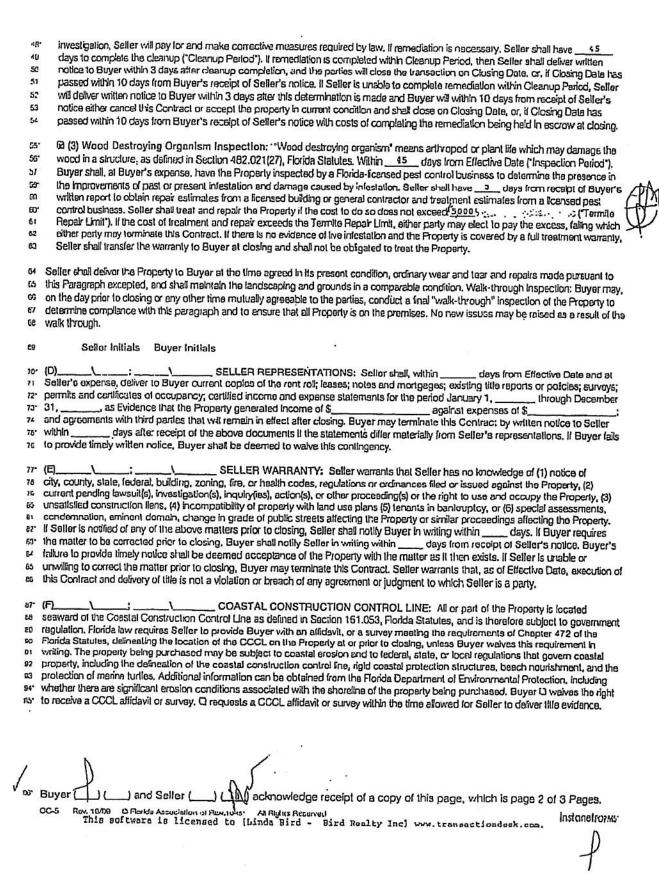
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280*	(b) Buyer's Broker:	Bird Realty Inc	. Linda	Bird ,
580° 508	120 Hast Oakland Park	Blvd, Stc 105 Fort Lauderda	le, FL 33334 954 491 8767 bi	rdrealty@aol.com
791	1/20-	(Address, Telephone, Fox, E-ma		
582, 585,	by ☐ Seller's Broker ☐ Se	eller 🔲 Buyer 🔲 both parties purs	o brokerage relationship and who want to □ an MLS offer of compens	setion 🔀 other (specify)
2B4°	Single agent for the	Buyer. Seller shall pay 21	of the purchase price to Bir	d Realty Inc.
205	(collectively referred to as Br	oker) in connection with any act	relating to the Property, including	but not illinied to
206	inquiries, introductions, const	mations, and negotiations resulti	ng in this transaction. Seller and E	nuyer agree to
207	indemnity and hold Broker na	Imiess from ano against losses,	damages, costs and expenses of	any rond, incoding
295	reasonable allomeys lees at	all levels, and notificating to any	y person, arising from (1) company	sellou craimen willou ie
209	inconsistent with the represen	nation in this Paragraph, (2) enic	rement action to collect a broken	age lee puisoalli to
300	Paragraph 10, (3) any outy at	cepted by bloker at the request	of Seller or Buyer, which is beyon ded, or (4) recommendations of or	services provided and
301	services regulated by Chapte	1 475, Florida Statutes, as ameni	nmends, or retains for or on beha	if of Seller or Buver.
302	expenses incurred by any tim	u party whom broker releas, reco	minerias, or relatins for or all bein	in al ocher of Boyen
303	21. OPTIONAL CLAUSES: (Check if any of the following clau	ses ere applicable and are attache	ed as an addendum to
	this Contract):			
305*		☐ Seller Warranty	☐ Existing Mortg:	
300-	Section 1031 Exchan		on Control Line 🗵 Buyer's Attorne	
J07°		nd Repair 🔲 Flood Area Hazaro		y Approval
308.	☐ Seller Representation	s Seller Financing	Other	
	es applyional Trous.	25	•	
308	22. ADDITIONAL TERMS:		eous, successful closing	and funding of
340	both of the followin	a properties by REM RES	OURCES, INC., Buyor from W	ALKER
	RENAISSANCE MANUFACT	URING INC., Seller: Legs	al Descriptions-8802 E. 1	Broadway, Tampa,
311	PL. 33619-7702 other	wise known as folio's 0.	12951-0100, TRACT DESC A	BEG 223.2 FT 8
	AND S 78. DEG 06 MIN	W 295 FT AND S 77 DEG 4:	2 MIN W CH DIST 156.9 FT	FROM NE COR OF
312	SE 1/4 OF SE 1/4 AND	RUN N 348.5 FT 5 86 DE	3 38 MIN W 191.13 FT S 3 Bast Broadway Avenue, To	30.68 ET AND
313°	7702 otherwise known	an folio's 042953-0000	FROM NE COR OF SE 1/4 OF	SE 1/4 RUN S
	223.20 FT S 78 DBG 6	MIN W 295 FT SWLY ALON	G ARC OF CURVE LT A DIST	OF 156.9 CH BRG
314	4 22 DUA 40 MITS 14 331	n ning w ero pm mo non e	DAY DOD DING 4 77 DEG 42 1	MIN W 195.35 FT
315	S 189.1 FT N 86 DEG	38 MIN E 191.13 FT AND	RUN N 219.5 FT TO POB	
310	This contract is con	tingent on the successful	ul confirmation of both postion by a Certificate	of Use to be
	issued by Hillsboron	ah County.	cation by a certained.	,, ,,,
	Seller shall remove	all garbage and his ope	rating equipment not inc	luded in this
318	sale prior to walk-t	hrough. Property shall	be vacant and there shall	l be no
d 18	outstanding leases.			
319	Seller will grant on	a optional extension of	t being equal to purchas 20 days if required by	lander to
220	complete financing f	or both finance conting	ency and closing date.	
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			CT. IF NOT FULLY UNDERSTOO	
			ADVISES BUYER AND SELLE	
			TO THEM AND TO CONSULT	
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			ON, STATUS OF TITLE, FOREIG PERTY CONDITION, ENVIRONN	
327 327	ADVICE BUYER ACKNOW	LEDGES THAT BROKER DOES	NOT OCCUPY THE PROPERTY	AND THAT ALL
32B	REPRESENTATIONS (ORA	L, WRITTEN OR OTHERWISE)	BY BROKER ARE BASED ON S	ELLER
320	REPRESENTATIONS OR P	ublic records unless br	OKER INDICATES PERSONAL V	ERIFICATION OF
			ELY ON SELLER, PROFESSION	
			F THE PROPERTY CONDITION,	SQUARE FOOTAGE
332	AND FACTS THAT MATER!	IALLY AFFECT PROPERTY VA	LUE.	•:
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Each person signing this Contract on behalf of a party that is party that such signatory has full power and authority to enter terms and each person executing this Contract and other documents to do so.	rinto and and and the Contract to the second
338'	Date: 8-15-17
339 (Signature of Buyer)	Date: 8-15-17
JAN BEN BENDEGE INC	7
240' REM RESOURCES, INC. 341 (Typed or Printed Name of Buyer)	Tax ID No: 20 . 0.55 1742
#01 #03 #0	Telephone: 213 247 - 7 04 0
342* Title: Preoident	Telephone:
343*	Date:
344 (Signature of Buyer)	
345 (Typed or Printed Name of Buyer)	Tax ID No:
100000 Nat 1000	
347* Tille:	Telephone:
348 Buyer's Address for purpose of notice: 4314 Releig	
249 Facsimile:	Email:
200° Lobust M. Wally 251 (Signature of Soller)	Date: 22 August 2017
152* HALKER RENAISSANCE 153 (Typed or Printed Name of Sellor)	Tax ID No:
ssa-Title:	Telephone:
355 (Signature of Setter)	Date:
356 (Typed or Printed Name of Seller)	Tax ID No:
Tille:	Telephone:
see Seller's Address for purpose of notice: 8002 Rost Br	
ser Facsimile:	Email:
The Florida Association of REALTORS* makes no representation as to the legal validity standardized form should not be used is complex transactions or with extensive states and to not intered to identify the user as a REALTOR* REALTOR as registered colors are members of the NATIONAL ASSOCIATION OF REALTORS and who subscribe to the copyright laws of the United States (17 U.S. Code) fortid the unauthorized reproductions.	or adequacy of any provision of this form in any specific transaction. This or additions. This form is available for use by the entire real estate industry the membership mark which may be used only by real astate licensees who is Gode of Ethics.
382* Buyor () () and Soller () () acknowledge receipt of a cop	v of this name, which is Pane 8 of 8 Panes.
CC-4 Rev. 12/10° 62010 Florida Association of REALTORS° All Rights Reserve	

1.	Addendum No. 1 to the Commercial Contract between WALKER RENAISSANCE NAMIPACTURING INC ("Seller")
5,	and
3	described as: 8802 AND 8740 EAST BROADWAY AVENUE TAMPA,FL 33619-7702 .
4	The clauses below shall be incorporated into the Contract referenced above only if initialed by all parties:
5	Seller Initials Buyer Initials
V.o.	(A) - ARBITRATION: Any controversy or claim arising out of or relating to this Contract, or the
7'	
φ.	the rules of (name of organization)
0	judgment upon the award rendered by the arbitrator(s). Filing a judicial action to enable the recording of a notice of pending action,
10	for order of attachment, receivership, injunction or other provisional remedies shall not constitute a waiver of the right to arbitrate
11	under this paragraph. Any claims or disputes with or against real estate agents participating in this transaction shall be submitted
	to arbitration under this provision only with the written consent and joinder of the agent's Broker. In connection with any arbitration
13	or litigation between the parties, the prevailing party shall be entitled to recover all tees, costs, and expenses, including reasonable
15	attorneys' fees, arbitrators' fees and administrative fees of arbitration.
10	(B) SECTION:1031 EXCHANGE: Q Buyer Q Seller requests a Section 1031 tax deferred
17	exchange in connection with this transaction. The parties agree to cooperate in effecting the exchange in accordance with
18	Section 1031 of the Internal Revenue Code, Including execution of any documents that may be reasonably necessary to effect
10	the exchange; provided that (1) the party requesting the exchange shall bear all additional costs incurred in connection with the
20	exchange, (2) the non-requesting party shall not be obligated to delay the closing or to execute any note, contract, or other document providing for any personal liability which would survive the exchange.
21	document providing for any personal librariny which value survive the anche ige.
/22.	(C) PROPERTY INSPECTION AND REPAIR: Paragraph 7 of the Contract is delated. Seller
23	shall grant reasonable access to the Property to Buyer, its agents, contractors and assigns for the purpose of conducting the
74	inspections described below: provided, however, that all such persons enter the Property and conduct the Inspections at their own
25	risk. Buver shall indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including
26	attorneys' tees, and from liability to any person, arising from the conduct of any and all inspections or work authorized by Buyer.
27	Buyor shall not engage in any activity that could result in a mechanics lien being filed against the Property without Setter's prior
20	written consent. In the event this transaction does not close, Buyer shall, all Buyer's expense, (1) repair all damages to the Property
20	resulting from the inspections and return the Property to its present condition, and (2) release to Seller copies of all reports and other work generated as a result of the inspections. Seller has no duty to make repairs except to those defects and conditions
31	reported by Buyer in writing prior to 5:00 p.m. on the date the applicable Inspection Period expires. Selter makes no warranties
32	other than markotability of title. (Check if applicable):
_	
33'	(1) Structure and Systems: Within 45 days from Effective Date ("Inspection Period"), Buyer shall, at Buyer's expense,
34	have a certified general contractor or engineer make inspections which Buyer deems necessary to determine the condition of
35	all structures and systems, including roof; exterior walls; foundation; major appliances; electrical, HVAC, plumbing, and sewer,
30	septic and well systems; pool and pool equipment; parking lot; lences; and seawall or other retaining structures on the Property except
37.	Seller receives Buyer's written report to obtain repair or replacement estimates from a licensed building or general confractor.
39.	If the cost to correct the defects does not exceed % of the purchase price ("Structural Repair Limit"), Seller shall have the
40	defects repaired in a workmanlike manner by an appropriately licensed contractor. If the cost to correct the defects exceeds the
41	Structural Repair Limit, either party may elect to pay the excess, failing which either party may terminate this Contract.
42"	to (2) Environmental Hazards: Wilhin 45 days from Effective Date ("Inspection Period"), Buyer shall, at to Buyer's O Seller's
43	expense, apply for a Phase I inspection to be conducted by an environmental engineer. Buyer shall deliver to Seller a copy of all
44	resulting environmental reports. If a lender requires a Phase II or III invostigation, Buyer shall deliver written notice of the requirement to
49"	Seller and Seller may elect, within days from receipt of the notice, to conduct the investigation at (check one) 🖼 Seller's 🔾
45	Buyer's exponse. If Seller clocks not to conduct the investigation, either party may terminate this Contract. If Seller elects to conduct the
47-	Buyer () and Seller () () acknowledge receipt of a copy of this page, which is page 1 of 3 Pages.
	OC-5 Nov. 1009 O Monda Association of Meaning Al Fights Passaved This poftware is licensed to [Linds Dird - Bird Realty Inc] www.transactiondesk.com.



9/	Seller Initials Buyer Initials
103, 101, 100, 33,	(G);
104° 105°	to Seller in the amount of \$, due, bearing annual interest at% and payable as
106	follows: The mortgage, note and any security agreement shall be in a form acceptable to Seller, but shall contain only clauses generally
108	utilized by lending institutions in the county where the Property is located and shall provide for (1) a late payment fee, (2)
100	acceleration at Seller's option in the event Buyer defaults, (3) the right to prepay without penalty all or part of the principal at any
110	time(s) with interest only to date of payment, (4) the loan to be C due on conveyance or sale. C assumable with mortgages's consent, which may not be unreasonably withheld and (5) Buyer to keep the Property Insured against loss by fire (and flood, if
112	Property is in a flood zone) with extended coverage in an amount not less than the amount of the purchase money mortgage and
113	note. Buyer shall furnish credit, employment, and financial information reasonably required by Seller. Within days from
114	receipt of all requested information, Seller shall deliver written notice to Buyer of Seller's decision to provide this financing. Seller
115	shall not unreasonably withhold approval of this financing.
116'	(1)\EXISTING MORTGAGE: Seller shall, within days from Effective Date, deliver to
117	Buyer a copy of the mortgage and an estoppel letter from the lender stating principal balance and accrued interest, maturity date,
116	time and method of payments, interest rate and status of mortgage. Buyer shall have days from receipt of lender's statement
110	to examine the mortgage and approve the terms of the loan. Buyer shall not unreasonably withhold approval. If mortgage contains a due on sale or conveyance clause, Setter shall, at Buyer's expense, obtain tender's consent to the assumption within days
121	from Effective Date. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase
122	price; however, Seller shall not prepay any portion of the mortgage without Buyer's consent. Buyer shall purchase Seller's escrow
154,	account dollar for dollar. © (1) First Mortgage: Buyer shall assume and take title subject to the existing first mortgage, LN#in favor
125	
120	having an approximate present principal balance of \$ payable \$ per month including
127*	principal, interest, other, and having a dilixed
129'	
130	
135, 151.	(2) Second Mortgage: Buyer shall assume and take title subject to the existing second mortgage, LN#in favor of
133	principal, interest, other and having a O fixed
130,	
137*	
<i></i>	(J) BUYER'S ATTORNEY APPROVAL: This Contract is contingent upon Buyer's attorney
138.	approving the Contract. Buyer may terminate the Contract and receive a return of the deposits if Buyer's attorney disapproves the
140.	Contract and Buyer notifies Seller in whiting within5_ days (5 days if left blank) after Effective Date.
/141.	SELLER'S ATTORNEY APPROVAL: This Contract is contingent upon Seller's attorney
143'	
	approving the Contract. Seller may terminate the Contract and the deposit will be returned to Buyer if Seller's attorney disapproves the Contract and Seller notifies Buyer in writing within _ 5 _ days (5 days it left blank) after Effective Date.
	approving the Contract. Seller may terminate the Contract and the deposit will be returned to Buyer if Seller's attorney
(14B)	approving the Contract. Seller may terminate the Contract and the deposit will be returned to Buyer if Seller's attorney disapproves the Contract and Seller notifies Buyer in writing within _ 5 days (5 days if left blank) after Effective Date.
Viaso	approving the Contract. Seller may terminate the Contract and the deposit will be returned to Buyer if Seller's attorney disapproves the Contract and Seller notifies Buyer in writing within5 _ days (5 days if left blank) after Effective Date. Buyer and Seller (
V148*	approving the Contract. Seller may terminate the Contract and the deposit will be returned to Buyer if Seller's attorney disapproves the Contract and Seller notifies Buyer in writing within5 _ days (5 days if left blank) after Effective Date. Buyer and Seller (



Affidavit of Robert M. Walker, Walker Renaissance Manufacturing Inc.

State of Florida County of Hillsborough

The undersigned, Robert M. Walker, being duly swom, Hereby deposes and say:

1. I am over the age of 18 and am a resident of the State of Florida. I have personal knowledge of the facts herein, and if called as a witness, could testify completely thereto. 2. I suffer no legal disabilities an have personal knowledge and belief, the information on herein is true, correct, and complete.

RE: Personal Property located at 8802 E. Broadway, Tampa, FL. 33619-7702 otherwise known as folio's 042951-0100,

Legal Description:

TRACT DESC AS BEG 223.2 FT S AND S 78 DEG 06 MIN W 295 FT AND S 77 DEG 42 MIN W CH DIST 156.9 FT FROM NE COR OF SE 1/4 OF SE 1/4 AND RUN N 348.5 FT S 86 DEG 38 MIN W 191.13 FT S 386.68 FT AND NELY ALONG SR 574 196.79 FT TO BEG

and Personal Property located at 8740 East Broadway Avenue, Tampa, FL 33619-7702 otherwise known as folio's 042953-0000,

Legal Description:

FROM NE COR OF SE 1/4 OF SE 1/4 RUN S 223.20 FT S 78 DEG 6 MIN W 295 FT SWLY ALONG ARC OF CURVE LT A DIST OF 156.9 CH BRG S 77 DEG 42 MIN W AND RUN N 568 FT TO POB FROM POB RUN S 77 DEG 42 MIN W 195.35 FT S 189.1 FT N 86 permanently

DEG 38 MIN E 191.13 FT AND RUN N 219.5 FT TO POB

The mezzanine, racking systems, compressors, power transformers plus all other/attached personal property and furniture of Robert Walker's choice will remain on the property through closing and conveyed with the sale of the real estate property.

1 BUS

I declare that, to the best of my knowledge and belief, the information herein is true, correct, and complete.

Executed this Z 2day of August, 2017

Robert M. Walker

Walker Renaissance Manufacturing Inc.

Notary Acknowledgement

State of Florida County of Hillsborough

Notary Public

My Commission expires:

8/21/19

KIMBERLY S. SMALL Notary Public - State of Florida Commission # FF 901043 My Comm. Expires Aug 21, 2019 Bonded through National Notary Assn.

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Label Matrix for local noticing Hillsborough County Tax Collector Swift Capital 113A-8 601 E Kennedy Blvd c/o Mateer Harbert, P.A. Case 8:17-bk-05390-MGW Tampa, Fl 33602-4932 Chad K. Alvaro, Esq. Middle District of Florida 225 East Robinson Street Suite 600 Thu Aug 24 16:20:13 EDT 2017 Orlando, FL 32801-4334 Synovus Bank Walker Renaissance Manufacturing Inc. ATLANTA DIE, INC c/o John T. Rogerson, III 8802 E. Broadway 179 ARNOLD ROAD Adams and Reese LLP Tampa, FL 33619-7702 LAWRENCEVILLE, GA 30044-4517 501 Riverside Avenue 7th Floor Jacksonville, FL 32202-4934 Accurate Laminating All World Lift Truck Co Allegra Print & Imaging 1307 W Gray Street 3807 E 15th Avenue 2705 N. Faulkenberg Tampa, FL 33606-1253 Tampa, FL 33605-3201 Tampa, FL 33619-0920 Allied Aerofoam Products LLC Ameriken Die Supplies, Inc. Apple Steel Rule Die Co Inc P O Box 538302 618 N. Edgewood Ave. Bin 88505 Atlanta, GA 30353-8302 Wood Dale, IL 60191-2604 Milwaukee, WI 53228 Austell Backboard BDJ Trucking BGS Graphic Solutions POB 935001 1425 Payne Road 2859 Doone Circle Atlanta, GA 31193-5001 Schaumburg IL 60173-4513 Palm Harbor, FL 34684-1860 Bottcher America Corp C & P Microsystems CCM Die Supply P O Box 644956 1260 Holm Road 531 Corning Way Pittsburgh, PA 15264-4956 Suite C Martinsburg, WV 25405-7363 Petaluma, CA 94954-7152 Capital Adhesives Capital Packaging, Inc. Case Paper Company, Inc 1260 S Old State Road 67 POB 873 3333 NW 116th St Mooresville, IN 46158-8243 Panacea, FL 32346-0873 Miami, FL 33167-2919 Central Transport Chase Cintas Fire Protection P O Box 32299 POB 1423 P O Box 636525 Detroit, MI 48232-0299 Charlotte, NC 28201-1423 Cincinnati, OH 45263-6525 Colepak Inc Crystal Springs Water Co. Department of Revenue 1138 Phoenix Drive P O Box 660579 PO Box 6668 Urbana, OH 43078-8203 Dallas, TX 75266-0579 Tallahassee FL 32314-6668

Dixie Pulp and Paper POB 20204

Tuscaloosa, AL 35402-0204

Doug Belden Hillsborough County Tax Collector P O Box 30012 Tampa, FL 33630-3012

Doug Belden Tax Collector P O Box 30012 Tampa, FL 33630-3012

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ELEVENTH TALENT, LLC PO BOX 769, PALM CITY, FL 34991-0769 Evan R. Moss Co. 8419 Sable Indust. Blvd. Tampa, FL 33619-1302 FNB Bank d/b/a AdvancedAR c/o Erika Barnes, Esq. 401 Commerce Street Suite 800 Nashville, TN 37219-2490

Flexo Concepts 100 Armstrong Road Suite 103 Plymouth, MA 02360-7219 Florida Knife Co. 1735 Apex Road Sarasota, FL 34240-9386 Florida Lift Gas P O Box 89951 Tampa, FL 33689-0416

Frontier Communications P O Box 740407 Cincinnati, OH 45274-0407 Ftrans 5064 Roswell Road Atlanta, GA 30342-2281 Fuji Film North America Corp Dept. @ 952142 Atlanta, GA 31192-0001

Home Depot Commercial Acct. P O Box 9055 Des Moines, IA 50368 Internal Revenue Service P.O. Box 7346 Philadelphia, PA 19101-7346

JK6M 4714 Thatcher Avenue N. Tampa, FL 33614-6936

James Nethero 8249 Eagles Park Dr. N Saint Petersburg, FL 33709-7008 Joe Piper POB 11407 Drawer 367 Birmingham, AL 35246-0001 Joe Piper Inc. Coface North America Insurance Company 50 Millstone Rd., Bldg. 100, Ste. 360 East Windsor, NJ 08520-1415

L.D. Davis Industries 1725 The Fairway Jenkintown, PA 19046-1400 MD Smiley Paperboard P O Box 914 Apopka, FL 32704-0914 MTAG AS CUSTODIAN FOR CAZ CREEK FLORIDA II, LLC PO BOX 54900 NEW ORLEANS, LA 70154-4900

Mail Finance Dept. 3682 P O Box 123682 Dallas, TX 75312-3682 MailFinance, Inc. 478 Wheelers FArms Road Milford, CT 06461-9105 Maverick Interactive Inc 3120 Tampa Bay Avenue Tampa, FL 33607-6614

Maxson Automatic Machinery 70 Airport Road Westerly, RI 02891-3428

Mixon Ink 10118 Woodberry Road Tampa, FL 33619-8006 Multi Plastics Inc. P O Box 674 Lewis Center, OH 43035-0674

NESCO Resource POB 92959 Cleveland, OH 44194-2959 Office Depot
Dept 11
P O Box 9001036
Louisville, KY 40290-1036

Phoenix Research Inc. P O Box 2319 Duluth, GA 30096-0040

Piedmont National Corp P O Box 890938 Charlotte, NC 28289-0938 RTS Packaging 504 Thrasher Street POB 4098 Norcross GA 30091-4098

Ram Services 4290 Murray Hill Drive Tampa, FL 33617

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Seaboard Offset Supply Inc. 1265 Talbot Avenue Jacksonville, FL 32205-7750 Small Business Admin. 233 Peachtree Street NE Suite 1800 Atlanta, GA 30303-1508 Sterling National POB 75364 Chicago, IL 60675-5364

Suntrust Bank POB 791250 Baltimore, MD 21279-1250 Swift Capital 3505 Silveside Suite 200 Wilmington, DE 19810-4905 Synovous Bank POB 105233 Atlanta, GA 30348-5233

Synovus Bank c/o John T. Rogerson, III 501 Riverside Avenue, 7th Floor Jacksonville, FL 32202-4934 (p)T MOBILE C O AMERICAN INFOSOURCE LP 4515 N SANTA FE AVE OKLAHOMA CITY OK 73118-7901 Tampa Bay Coatings, Inc. 3228 Morris St. N Saint Petersburg, FL 33713-2734

Terminix International P O Box 742592 Cincinnati, OH 45274-2592 The Paper Tigers 2201 Waukegan Road Deerfield, IL 60015-1579 Total Quality Logistics pob 634558 Cincinnati, OH 45263-4558

Truck PM Plus P O Box 521575 Longwood, FL 32752-1575 Uline P O Box 88741 Chicago, IL 60680-1741 Unifirst Corporation 6010 E Adamo Drive Tampa, FL 33619-3404

Unitec Manufacturing 4906 Savarese Circle Tampa, FL 33634-2403 United Parcel Service O O Box 7247-0244 Philadelphia, PA 19170-0001 Universal Advantage Fleet. P O Box 105080 Atlanta, GA 30348-5080

W W Grainger Inc. Dept. 810952804 P O Box 419267 Kansas City, MO 64141-6267 W.H. Leary 8440 b wEST 183rd Place Tinley Park, IL 60487-6212 Walmark of Florida 101 W Belevedere Road Round Lake, IL 60073-3638

Western Slope Ind. Inc. 2524 Foresignt Circle Grand Junction, CO 81505-1011 Xpedus Inc. Telephone System 222 Bryan Road Fort Myers, FL 33911 Youngshin USA Ltd 1320 Tower Rd., #111 Schaumburg, IL 60173-4309

David W Steen + David W Steen, P.A. 2901 W. Busch Boulevard, Suite 311 Tampa, FL 33618-4565 United States Trustee - TPA + Timberlake Annex, Suite 1200 501 E Polk Street Tampa, FL 33602-3949 Brian T FitzGerald +
Hillsborough County Attorney
Senior Assistant County Attorney
PO Box 1110
Tampa, FL 33601-1110

Denise E Barnett + United States Trustee 501 East Polk Street Suite 1200 Tampa, FL 33602-3945 John T Rogerson III+ Adams and Reese LLP 501 Riverside Avenue, 7th Floor Jacksonville, FL 32202-4934 Chad K Alvaro +
Mateer & Harbert PA
225 East Robinson Street
Suite 600
Orlando, FL 32801-4325

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Note: Entries with a '+' at the end of the name have an email address on file in CMECF

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).

T Mobile P O Box 790047 Saint Louis, MO 63179

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

(u)Michael G. Williamson

Tampa

(d)Atlanta Die, Inc. 179 Arnold Rd

Lawrenceville, GA 30044-4517

(d) Hillsborough County Tax Collector

601 E. Kennedy Blvd. Tampa, FL 33602-4932

(u) Printech Equipment 1-1500 Valmont Way Richmond, Brittish Columbia

V6V1Y\$ Richmond End of Label Matrix
Mailable recipients 90
Bypassed recipients 4
Total 94