

EXHIBIT G

TBC Title Documents to be provided

- (a) A special warranty deed (TBC Transfer Documents) in the form attached hereto as **Exhibit G-1** conveying fee simple title to the Real Property to BBX (or its designee).
- (b) A bill of sale conveying to BBX (or its designee) the personal property in the form attached hereto as **Exhibit G-2** (the "**Blanket Bill of Sale and Assignment**").
- (c) An assignment to BBX (or its designee) of TBC-HQ interest in the Lease by an assignment of Lease in the form attached hereto as **Exhibit G-3** (the "**Assignment of Lease**").
- (d) An affidavit stating that TBC HQ is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, and information sufficient for the closing agent to complete an IRS Form 1099, if such form is required to be filed with respect to Seller under applicable law.
- (e) Affidavits to BBX (or its designee) title insurer from TBC HQ in reasonable form, and reflecting the forms of affidavits typically provided by sellers in connection with issuance of title insurance to remove standard exceptions for mechanics' liens, the gap period from May 23, 2013 and parties in possession (other than under the lease dated July 15, 2009 between CAT, HQ LLC as assigned to TBC HQ and TBC Corporation ("Lease")).
- (f) A certificate of good standing as to TBC HQ issued (and its general partner) by the Florida Secretary of State and a resolution or other evidence reasonably satisfactory to BBX's title company, confirming the approval of this transaction by TBC HQ (and its partners), and TBC HQ'S authority to execute and deliver the TBC Transfer Documents.
- (g) Executed written notices of the sale (the "**Notices of Sale**") prepared by TBC HQ addressed and directed to (i) the tenant under the Lease, giving notice of the transfer, directing such tenant to pay all rent due under the terms of its Lease to such person and at such place as BBX shall direct.
- (h) A termination of any management agreement applicable to the Office Building; and
- (i) The Restrictive Covenant and Second Amendment referred to as the Settlement Agreement to the extent not previously executed and recorded in the Public Records of Palm Beach County, Florida.

- (j) The Release in the form of **Exhibit G-4**.
- (k) The amount of \$56,000 unless TBC HQ obtains in the confirmation of the plan of reorganization of the Debtor that the conveyance of the TBC Property is essential to the plan of reorganization and exempts the transfer of the TBC Property from the payment of documentary stamps.

Exhibit G-1

SPECIAL WARRANTY DEED

When Recorded, Mail to:

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations received, TBC HQ, LLLP , a Florida limited liability limited partnership(“Grantor”), whose address is _____, does hereby convey to _____, a(n) _____ (“Grantee”), whose address is _____, all of Grantor’s right, title and interest in and to the following described real property (the “Property”) situated in _____ County, _____, together with all improvements thereon and all of Grantor’s interest in all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining thereto:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: the permitted exceptions set forth on Exhibit B attached hereto and by this reference made a part hereof.

AND GRANTOR hereby binds itself and its successors to warrant and defend the title against all of the acts of Grantor and no other, subject to the matters set forth above.

If any term or provision of this Deed or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Deed or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this _____ day of _____, 201_.

GRANTOR:

TBC HQ LLLP, a Florida limited liability partnership

By: TBC HQ Management, LLC, a Florida limited liability company, sole general partner

By: _____

Name: _____

Title: _____

Witness Signature

Witness Signature

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____ of TBC HQ Management, LLC, a Florida limited liability company, its sole general partner for TBC HQ LLLP, a Florida limited liability partnership, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 201__.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

Exhibit G-2

**BILL OF SALE AND
ASSIGNMENT AND ASSUMPTION OF OTHER ITEMS**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION OF OTHER ITEMS (this "**Agreement**"), dated _____, 20__ (the "**Effective Date**"), is entered into by and between _____, a TBC HQ, LLLP ("**Assignor**"); and _____, a _____ ("**Assignee**").

BACKGROUND STATEMENT

A. Assignor is the owner of the property as more particularly described in Exhibit A Land.

B. Assignor intends to transfer its interest to Assignee all of Assignors interest in any improvements, furniture, fixtures, equipment, appliances and other items of tangible and intangible personal property now located upon the Land including but not limited to the property described below (the "**Personal Property**"), to wit:

a. All of TBC-HQ's right and interest in improvements located on the Land, including but not limited to the existing office building containing approximately 44,381 square feet of leasable space; ("**Building**"), and all paved parking areas, entrance roads, utility facilities, drainage facilities, landscaping, signs, lighting equipment and other site improvements, owned by TBC-HQ (collectively, with the Buildings, the "**Improvements**").

b. Any and all furniture, fixtures, equipment, appliances and other items of personal property now located upon the Land in which TBC-HQ has any right, title or interest, if any, and which are used solely in connection with and for the occupancy and operation of the Improvements, including but not limited to TBC-HQ's interest, if any, in any floor coverings and wall coverings, interior partitions and drop ceilings, light fixtures, mechanical systems and equipment, holiday or promotional decorations, snow and ice removal equipment, and maintenance equipment located upon the Land or in the Improvements, together with all books and records, ledgers, and tenant records relating to the Lease (hereinafter defined) (collectively, the "**Personalty**").

c. TBC-HQ's right, title and interest in any surveys, plans, specifications, architectural and engineering drawings, warranties and operating manuals covering the Improvements and the Personalty (collectively, the "**Plans**").

d. TBC-HQ's right, title and interest in any assignable licenses, franchises, governmental approvals, variances and permits relating to the operation of the Building in the manner in which it is being operated on the date hereof, and all transferable development rights, together with any dedications and entitlements related to the Land (collectively, the "**Permits**").

e. TBC-HQ's right, title and interest in the Lease (and any guaranties relating thereto) of space in the Buildings, and any and all security deposits, letters of credit (which, if any

exist, shall be assigned to Buyer at Closing) made by such tenant under such Lease (collectively, the "**Security Deposit**").

f. TBC-HQ's interest in all service contracts, maintenance agreements and equipment leases related to operation or ownership of the Building (excluding management agreements, leasing agreements, any agreements between TBC-HQ and its affiliates, which TBC-HQ shall terminate effective upon transfer of the TBC Property).

g. The rights of TBC-HQ, if any, to use the business and trade name "TBC Office Building" (the "**Trade Name**").

h. TBC-HQ's right, title and interest in and to all intangible personal property relating to the Land and the Improvements, including, if any, (i) warranties and guarantees transferable at no cost or expense to TBC-HQ; (ii) advertising material and telephone exchange numbers specific and solely related to the Land and the Improvements; and (iii) websites, domain names and URLs owned or maintained by TBC-HQ and solely related to the Land and the Improvements, but excluding any propriety information and software, software applications or software programs licensed to TBC-HQ (collectively, the "**Intangible Property**").

C. Assignor is conveying fee simple title to the Real Property to Assignee simultaneously with the execution and delivery of this Agreement. Assignor desires to convey the Personal Property to Assignee, free of liens, claims and encumbrances.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Bill of Sale.** Assignor bargains, sells, assigns, transfers and conveys to Assignee, its successors and assigns all of Assignor's right, title and interest in the Personal Property.
2. **Binding Effect.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
3. **Modification.** This Agreement may not be modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
4. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.
5. **Controlling Law.** This Agreement has been made and entered into under the laws of the state in which the Land is located, and those laws shall control the interpretation of this Agreement.

ASSIGNOR:

TBC HQ, LLLP, a Florida limited liability partnership

TBC HQ Management, LLC, a Florida limited liability company, its sole general partner

By: _____
Name: _____
Title: _____

ASSIGNEE:

By: _____
Name: _____
Title: _____

Exhibit G-3

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "**Agreement**"), dated _____, 20__ entered into by and between _____, a _____ ("**Assignor**"); and _____, a _____ ("**Assignee**").

BACKGROUND STATEMENT

A. Assignor is conveying to Assignee the property described on **Exhibit A** (the "Real Property").

B. Assignor is the landlord under a lease dated July 15, 2009 between CAT, HQ, LLC (as assigned to Assignor) on September 18, 2009 and TBC Corporation ("Lease"). The term "**Lease**" also shall be deemed to include Assignor's interest in any and all guaranty or surety agreements pertaining to the Leases.

C. Assignor desires to assign its right, title and interest in the Lease to Assignee, on the condition that Assignee assume all of the obligations of Assignor with respect thereto arising from and after the date hereof, all on the terms and conditions set forth below.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment of Lease.** Assignor assigns to Assignee, as of the date of the execution and deliver to Assignee out of escrow of this Assignment ("Effective Date"), all of Assignor's right, title and interest, as "landlord," under the Lease, free of all liens, claims and encumbrances.

2. **Assumption by Assignee.** Assignee hereby assumes and agrees to perform all liabilities and obligations, and to observe all covenants and conditions of Assignor under the Lease first accruing on or after the Effective Date.

3. **Indemnity by Assignor.** Assignor shall indemnify, defend and hold harmless Assignee from and against any and all claims, demands, actions, losses, costs, damages or expenses (including reasonable attorneys' fees) asserted against or suffered by Assignee and arising out of or resulting from any breach of any Lease by Assignor prior to the Effective Date.

4. **Indemnity by Assignee.** Assignee shall indemnify, defend and hold harmless Assignor from and against all claims, demands, actions, losses, costs, damages or expenses (including reasonable attorneys' fees) asserted against or suffered by Assignor and arising out of or resulting from any breach of any Lease by Assignee, or its successors or assigns, on or after the Effective Date.

5. **Binding Effect.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. **Modification.** This Agreement may not be modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

7. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.

8. **Controlling Law.** This Agreement has been made and entered into under the laws of the state in which the Land is located, and those laws shall control the interpretation of this Agreement.

[signatures to be added]

ASSIGNOR:

TBC HQ, LLLP, a Florida limited liability partnership

TBC HQ Management, LLC, a Florida limited liability company, its sole general partner

By: _____

Name: _____

Title: _____

ASSIGNEE:

By: _____

Name: _____

Title: _____

Exhibit G-4

GENERAL RELEASE

Return to: (enclose self-addressed stamped envelope)

Name:

Barry E. Somerstein, Esq.

Address:

100 W. Cypress Creek Road, Suite 700
Fort Lauderdale, Florida 33309

This Instrument Prepared by:

Greenspoon Marder, P.A.
100 W. Cypress Creek Road, Suite 700
Fort Lauderdale, Florida 33309

SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR PROCESSING DATA

Know All Men By These Presents:

That, TBC HQ LLLP, first party, for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, received from or on behalf of _____ [Buyer and any designee to whom the Property is to be conveyed] ("Second Party"), the receipt whereof is hereby acknowledged,

(Wherever used herein the term "Second Party" shall include singular and plural, and employees, affiliates, agents, representatives, officers, directors, attorneys, employees, subsidiaries, parent entities, heirs, legal representatives, and the successors and assigns of Second Party wherever the context so admits or requires.)

Hereby remise, release, acquit, satisfy, and forever discharge the said Second Party of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said Second Party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents with respect to the property described on **Exhibit A** ("Property"); provided, however, if this Release shall not release the Second Party for its obligations with respect to the assumption of the obligations of Landlord arising after the date hereof with respect to the Lease dated July 15, 2009 between CAT HQ, LLC as assigned to TBC HQ, LLLP on September 18, 2009 and TBC Corporation ("Lease").

This Release shall be deemed to release Second Party, its agents, officers, representatives, directors, attorneys, employees, subsidiaries, parent entities, affiliates, heirs, legal representatives, successors and assigns.

In Witness Whereof, the undersigned has hereunto set his/her/its hand, this _____ day of _____ A.D., 2013.

Signed, sealed and delivered in presence of:

TBC HQ LLLP, a Florida limited liability limited partnership

By: TBC HQ Management, LLC, a Florida limited liability company, sole general partner

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

By: _____
Name: _____
Title: Sole Manager

STATE OF FLORIDA)

) SS:

COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____ of sole manager of TBC HQ MANAGEMENT, LLC, a Florida limited liability company, as sole general partner of TBC HQ LLLP, a Florida limited liability limited partnership, freely and voluntarily under authority duly vested in him/her by said company. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2013.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

Exhibit H

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:

PGA FLYOVER CORPORATE PARK LLC,

Debtor.

Chapter 11

Case No. 13-18701-EPK

**ORDER CONFIRMING DEBTOR'S AMENDED CHAPTER 11
PLAN OF LIQUIDATION DATED JUNE 26, ~~2013~~2013, AS AMENDED BY
AMENDMENT TO BBX AGREEMENT**

THIS MATTER came before the Court for hearing on July 25, 2013, at 3:30 p.m., to consider confirmation of PGA Flyover Corporate Park LLC's (the "**Debtor**") *Amended Chapter 11 Plan of Liquidation dated June 26, 2013* [ECF No. 91], as supplemented by the *Plan Supplement* [ECF No. 130] (the "**Plan**"); and final approval of the Debtor's *Disclosure Statement with Respect to Debtor's Amended Chapter 11 Plan of Liquidation dated June 26, 2013* (the "**Disclosure Statement**") [ECF No. 92]. The Court, having considered the Plan and Disclosure Statement, the evidence presented, the statements and representations of counsel, and pursuant to Bankruptcy Rule 7052, **having been advised that the BBX Agreement incorporated into the Plan has been amended by agreement of the parties thereto in a manner that does not impact any creditor other than BBX, and the Court having reviewed and considered the ~~June 7 Original Settlement Agreement as amended by and the Amendment~~the Amendment attached hereto and incorporated herein as Exhibit _____ (the "BBX Amendment"),** makes the following findings of fact and conclusions of law:

FINDINGS OF FACT & CONCLUSIONS OF LAW

A. Adequate and sufficient notice, as required pursuant to the Bankruptcy Rules and this Court was provided to all known creditors, equity security holders, the Office of the U.S. Trustee, and other parties in interest of: i) the Plan and Disclosure Statement; ii) the deadline to file and serve objections to Confirmation of the Plan and the adequacy of the Disclosure Statement; iii) the deadline for voting on the Plan; and iv) the hearing on final approval of the Disclosure Statement and approval of the Confirmation of the Plan.

JURISDICTION AND VENUE

B. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the District Court's general order of reference. Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b). Venue is proper in this district under 28 U.S.C. §§1408 and 1409.

DISCLOSURE STATEMENT

C. The Disclosure Statement contains "adequate information" regarding the plan in accordance with 11 U.S.C. § 1125(a).

AMENDMENT

D. The BBX Agreement, as amended by the BBX Amendment (sometimes referred to herein as the "Settlement Agreement"), has been considered and is hereby approved by the Court in all respects. T-approved by this Court by Order dated [D.E. No.], and the Court finds that the Settlement Agreement (including the consideration provided therein, as well as the transactions and payments provided for hereunder) is lawful, fair and equitable to the Parties, and each party is receiving reasonably equivalent value. The value of the consideration to be received by BBX pursuant to this Amendment, including the value of property and cash payments received, is less the amount BBX would have received in the collection of its Judgment with interest, costs and fees thereon. The Amendment provides the Debtor and the Obligors one final opportunity to timely obtain the necessary financing in accordance with the terms and conditions of the Settlement Agreement to consummate the Plan.

~~C.~~

DEBTOR'S ORE TENUS MOTION FOR DETERMINATION UNDER 11 U.S.C. § 1127(c) AND (d).

~~D.E.~~ The modifications of the Plan contained in the Plan Supplement [ECF No. 130] and the BBX Amendment do not materially and adversely change the treatment of the Debtor's creditors under 11 U.S.C. § 1127(c) and (d). Therefore, the creditors that accepted the Debtor's Plan are deemed to have accepted the modifications of the Plan.

11 U.S.C. § 1129(a)(1)

~~E.F.~~ The Plan complies with the applicable provisions of the Bankruptcy Code with respect to all Classes of Claims^{#1} and Interests under the Plan and, therefore, the provisions of 11 U.S.C. § 1129(a)(1) have been satisfied.

11 U.S.C. § 1129(a)(2)

~~F.G.~~ The Debtor, the proponent of the Plan, has complied with the applicable provisions of the Bankruptcy Code. Accordingly, the requirements of 11 U.S.C. § 1129(a)(2) have been satisfied.

11 U.S.C. § 1129(a)(3)

G-H. The Plan has been proposed in good faith and not by any means forbidden by law. Accordingly, the requirements of 11 U.S.C. § 1129(a)(3) have been satisfied.

11 U.S.C. § 1129(a)(4)

H-I. Any payment made or promised by the Debtor or by a Person issuing securities or acquiring property under the Plan for services or for costs and expenses in, or in connection with, the Bankruptcy Case, or in connection with the Plan and incident to the Bankruptcy Case, has been disclosed to the Bankruptcy Court, and any such payment made before the confirmation of the Plan is reasonable, or if such payment is to be fixed after confirmation of the Plan, such payment is subject to the approval of the Bankruptcy Court as reasonable.

11 U.S.C. § 1129(a)(5)

I-J. The Debtor, as the proponent of the Plan, has disclosed that from and after the Effective Date, the Liquidating Debtor will remain in existence for purposes of implementing the Plan, but is thereafter authorized (but not directed) to dissolve in accordance with applicable state law. Each of the officers and directors of the Debtor will remain officers and directors of the Liquidating Debtor, in order to cause the Liquidating Debtor to carry out its obligations under the Plan. Upon the transfer of the PGA Flyover Property and the PGA Transportation Property to BBX or its designee(s), Catalfumo and Catalfumo Management agree at such time to resign from all management and administrative duties of the Debtor and to further transfer such management and administrative duties to BBX or its designees. Accordingly, the Debtor has satisfied the requirements of 11 U.S.C. § 1129(a)(5).

11 U.S.C. § 1129(a)(6)

J-K. No governmental regulatory commission has jurisdiction over the rates of the Liquidating Debtor. Accordingly, 11 U.S.C. § 1129(a)(6) is not applicable.

11 U.S.C. § 1129(a)(7)

K-L. The Plan divides creditors into six (6) Classes. Classes 3, 4, 5 and 6 are each Impaired. Classes 3, 4 and 5 have voted and accepted the Plan. Classes 1 and 2 are deemed accepted since Classes 1 and 2 are Unimpaired. With each Impaired class of Claims or Interests, each holder of an Interest or Claim has either accepted the Plan, or will receive or retain, under the Plan on account of such claim or interest, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such holder would receive or retain if the Debtor were liquidated under Chapter 7 of the Bankruptcy Code on such date. Accordingly, the requirements of 11 U.S.C. § 1129(a)(7)(A) have been satisfied with respect to each impaired class of Claims or Interests.

11 U.S.C. § 1129(a)(8)

L-M. Classes 3, 4 and 5 are each Impaired. Classes 3, 4 and 5 have voted and accepted the Plan. Interest holders within Class 6 were not entitled to vote to accept or reject the Plan. 11 U.S.C. § 1129(a)(8) is satisfied since each Class that is Impaired under the Plan has either accepted the Plan or is Unimpaired. Accordingly, the requirements of 11 U.S.C. § 1129(a)(8) have been satisfied.

11 U.S.C. § 1129(a)(9)

M-N. Each holder of an Allowed Priority Tax Claim shall be paid by the Disbursing Agent as soon as reasonably practicable on or after the Effective Date an

amount equal to such Allowed Priority Tax Claim except to the extent that the holder of an Allowed Priority Tax Claim agrees to a less favorable treatment. Accordingly, the requirements of 11 U.S.C. § 1129(a)(9) have been satisfied.

11 U.S.C. § 1129(a)(10)

N.O. Impaired Classes 3, 4 and 5 have voted 100% in favor of the Plan and have therefore accepted the Plan. Accordingly, the requirements of 11 U.S.C. § 1129(a)(10) have been satisfied with respect to one Impaired Class of Claims accepting the Plan, not including acceptance of the Plan by any Insiders.

11 U.S.C. § 1129(a)(11)

O.P. The Confirmation of the Plan is not likely to be followed by any further liquidation or the need for further financial reorganization of the Debtor, except to the extent proposed in the Plan.

11 U.S.C. § 1129(a)(12)

P.Q. All fees payable under section 1930 of title 28, as determined by the Bankruptcy Court at the Confirmation Hearing, have been paid by the Debtor or the Plan provides for the payment of all such fees by the Debtor on the Effective Date, and the Debtor may pay such fees for the 2nd Quarterly period from the Rents Account, in the amounts budgeted for those months. All such fees that arise after June 30, 2013, will be paid by the Liquidating Debtor and neither BBX (or its designee(s)) nor the Rents Account shall have any responsibility for same. Accordingly, the requirements of 11 U.S.C. § 1129(a)(12) have been satisfied.

11 U.S.C. § 1129(a)(13)

Q.R. The requirements of 11 U.S.C. § 1129(a)(13) are not applicable because the Debtor does not have employment and severance policies or compensation and benefit plans since the Debtor does not have any employees.

11 U.S.C. § 1129(a)(14) and (15)

R.S. 11 U.S.C. § 1129(a)(14) and (15) do not apply to this case because these provisions apply to individual debtors. Accordingly, 11 U.S.C. § 1129(a)(14) and (15) are not applicable.

11 U.S.C. § 1129(a)(16)

S.T. The Debtor is a moneyed, business or commercial corporation, and/or partnership, as the case may be, and accordingly, 11 U.S.C. § 1129(a)(16) is not applicable in this Chapter 11 case.

Oral Findings Incorporated by Reference

A. The Court's oral findings of fact and conclusions of law announced on the record at the Confirmation hearing are incorporated by reference herein.

Requirements for Confirmation Satisfied

B. All of the requirements for Confirmation under 11 U.S.C. § 1129 have been satisfied. Confirmation of the Plan is in the best interests of the Estate, its creditors, its equity security holders, and all other parties in interest.

It is therefore **ORDERED AND ADJUDGED** that:

1. Pursuant to 11 U.S.C. § 1125 and Bankruptcy Rule 3017(b), the Disclosure Statement is **APPROVED**.

2. The Plan, as amended by the BBX Amendment, is **CONFIRMED** and

APPROVED in all respects. The BBX Agreement, as amended by the BBX Amendment, is hereby approved in all respects. Neither the Plan nor the Settlement Agreement (the BBX Agreement, as amended by the BBX Amendment) incorporated therein shall be further amended or modified to alter in any way the terms and conditions of the Settlement Agreement without the prior written consent of counsel for for each of the Parties BBX in its/their sole discretion through its counsel James Carroll.

3. Any objections to Confirmation not withdrawn or otherwise addressed in this Order are expressly **OVERRULED**.

4. The BBX Agreement, which was filed with this Court as ECF Nos. 82 & 85, as amended by the BBX Amendment attached hereto, is incorporated into this Order as though fully set forth herein. In the event of any conflict or inconsistency between the BBX Agreement, as amended by the BBX Amendment, this Order, and the Plan, the BBX Agreement, as amended by the BBX Amendment, shall control. The transfers to BBX or its designee(s) of the PGA Properties, as defined and described in the BBX Agreement, as amended by the BBX Amendment, including without limitation, the property described on Exhibits "A" and "B" attached hereto and incorporated hereunder, together with any declarant rights that may be associated therewith, shall be free and clear of any liens, claims, interests or encumbrances (other than BBX's liens, any matters of record at such time that BBX or its designee(s) recorded their mortgages and subsequent matters of record subject to BBX's reasonable approval, and taxes for tax year 2013 and beyond) and upon such transfers no such liens, claims, interests or encumbrances shall be or give rise to any claim, lien, interest, or encumbrance against the PGA Properties, BBX, or BBX's designee(s).

5. Notwithstanding anything herein or in the Plan to the contrary, neither the Plan nor entry of this confirmation Order shall release or discharge any claim, rights, or remedies of BBX against the Debtor, Catalfumo, or any other persons, entities, trusts, funds, assets, or property of any kind or nature whatsoever except and the extent specifically provided for in the BBX Agreement, as amended by the BBX Amendment.

6. Except as otherwise expressly set forth in this Order with respect to Classes 2 and 4, and with respect to the payment of United States Trustee fees for the 2nd Quarterly period, BBX shall not be responsible for any other monetary or other obligations under the Plan, including but not limited to the payment of any fees or costs to PGA Flyover's professionals or other administrative expenses, United States Trustee fees that accrue after June 30, 2013, or for any distributions or other amounts payable to any of PGA Flyover's creditors or other parties in connection with the Plan. With respect to its obligations under the Plan as set forth herein (with respect to Classes 2 and 4, and with respect to the payment of United States Trustee fees for the 2nd Quarterly period), BBX shall not commence or continue in any manner any action or other proceeding of any kind to recover such amounts from the Debtor, Liquidating Debtor, PGA Flyover, the Plan Sponsor, Daniel S. Catalfumo, as Trustee, or any of their respective Affiliates or Representatives. The treatment of classified Claims and Equity Interests under the Plan is as follows:

a. Class 1 – Allowed Priority Non-Tax Claims:

As soon as reasonably practicable on or after the Effective Date, and except to the extent that a Holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, Allowed Claims within Class 1 will be completely and fully satisfied by the payment in full in Cash in accordance with the priorities set forth in section 507 of the

Bankruptcy Code.

b. Class 2 – Secured Tax Claims:

The only claim within Class 2 is real estate taxes for the year 2013 which are not yet due and payable. Pursuant to the BBX Agreement, as amended by the BBX Amendment, BBX or its designee(s) will pay the 2013 real estate taxes in the ordinary course subject to the PGA Properties having been transferred to BBX (or its designees) subject to and in accordance with the terms and conditions of the BBX Agreement, as amended by the BBX Amendment.

c. Class 3 – BBX Secured Claim:

The BBX Secured Claim shall be treated in accordance with the BBX Agreement, as amended by the BBX Amendment, and the BBX Secured Claim is not a “Disputed Claim” for the purposes of the Plan, subject to the rights of the parties under the Order dated July 31, 2013 [ECF No. 134] ~~except to the extent inconsistent with the Amendment and the orders approving same.~~

d. Class 4 – Tenant Claims:

With respect to any Tenant Lease Agreement that is assumed and assigned under Section 5.2 of the Plan, the assignee shall take such Tenant Lease Agreements free and clear of any liens, claims, or interests except that such assignee shall take such Tenant Lease Agreements subject to the Allowed Tenant Claims with respect to security deposits, last month’s rent due under any Tenant Lease Agreements, and any overpayment of CAM charges that may be due to a tenant under such Tenant Lease Agreements, all in accordance with the terms hereof. The assignee under assumed and assigned Tenant Lease Agreements shall not be required to make any payments to tenants with respect to these obligations. With respect to any Allowed Tenant Claim for last month’s rent, the tenant owed any such obligation under an assumed and assigned Tenant Lease Agreement shall receive a credit against the payment of the last month’s rent under the applicable lease except to the extent the last month’s rent under a particular lease is treated as a “security deposit” in which case it shall be treated as such under the assigned lease. Any Allowed Tenant Claims for security deposits shall be subject to the terms and conditions of the applicable assigned Tenant Lease agreement dealing with security deposits. No amounts shall be due on account of the security deposits since all tenants with security deposits have liabilities for unpaid rent and other obligations under their leases that exceed the amount of each such tenant’s security deposit, and the foregoing liability of each such tenant shall be reduced by the amount of each such tenant’s security deposit. The assignee of such Tenant Lease Agreements will not be required to maintain or create any separate or segregated account(s) for any tenant security deposits. Additionally, as set forth above, all such security deposits are more than fully offset by liabilities of such tenants. Further, no overpayments of CAM charges will be refunded; rather, such overpayments will be applied to and offset against future rent payments, except to the extent the tenant under an assumed and assigned Tenant Lease Agreement has a liability for unpaid rent or other sums payable under the lease, then the CAM overpayment that would have otherwise been due will be applied to reduce the amount of such tenant liability and will not be a credit against future

rent.

e. Class 5 – General Unsecured Claims:

At the election of each Holder of an Allowed Claim in Class 5, such Holder will receive payment pursuant to one of the following two options: (a) On the date that is 365 days after the Effective Date, the Class 5 Claim will be completely and fully satisfied by the payment in full in Cash, without interest, in an amount equal to 100% of the Allowed amount of such Claim, or (b) On the Effective Date, the Class 5 Claim will be completely and fully satisfied by the payment in an amount equal to 50% of the Allowed amount of such Claim.

f. Class 6 – Interests:

On the Effective Date, Allowed Interests within Class 6 will be extinguished and no Distribution will be made on account of such Interests. Notwithstanding the foregoing, the then-current members of the Debtor will cause the Liquidating Debtor to perform its obligations under the Plan.

7. The Findings of Fact and Conclusions of Law set forth above shall constitute findings of fact and conclusions of law of this Court pursuant to Bankruptcy Rule 7052. To the extent any finding of fact later shall be determined to be a conclusion of law it shall be so deemed, and to the extent any conclusion of law later shall be determined to be a finding of fact it shall be so deemed.

8. Notice was adequate and sufficient under the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and Orders of this Court, and the Due Process Clause of the United States Constitution.

9. The Effective Date shall mean such date upon which the conditions set forth in Section 10.1 of the Plan have been satisfied (or waived in strict accordance with Section 10.2 of the Plan) except that the transfer of the PGA Properties, if such transfer has not occurred prior to the entry of the Confirmation Order, shall occur immediately after the Effective Date.

10. All Distributions under the Plan will be made by the Liquidating Debtor as Disbursing Agent or such other entity designated by the Liquidating Debtor as a Disbursing Agent on the Effective Date. The Disbursing Agent will not be required to give any bond or surety or other security for the performance of its duties. The Disbursing Agent will be empowered to (i) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under the Plan, (ii) make all distributions contemplated thereby, (iii) employ professionals to represent it with respect to its responsibilities, if necessary, and (iv) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, under the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions thereof. Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including, without limitation, taxes) and any reasonable compensation and expense reimbursement claims (including, without limitation, reasonable attorney fees and expenses) made by the Disbursing Agent will be paid in Cash by the Liquidating Debtor.

With respect to any remaining Disputed Claims (the BBX Secured Claim shall not be deemed a “Disputed Claim” for the purposes of the Plan, subject to the rights of the parties under the Order dated July 31, 2013 [ECF No. 134]) ~~except to the extent inconsistent with the Amendment and the orders approving same.~~

11. , notwithstanding any other provision in the Plan or herein to the contrary, if any portion of a Claim is Disputed, no payment or Distribution will be made on account of such Claim unless and until such Disputed Claim becomes Allowed. To the extent that a Disputed Claim ultimately becomes an Allowed Claim, Distributions (if any) will be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent will provide to the Holder of such Claim the Distribution (if any) to which such Holder is entitled under the Plan.

12. The Liquidating Debtor is authorized and directed to take all necessary steps, and perform all necessary acts, to consummate the terms and conditions of the Plan and the BBX Agreement, as amended by the BBX Amendment, incorporated therein, to execute and deliver the Transaction Documents and to take all other actions and perform all other obligations provided for in the BBX Agreement, as amended by the BBX Amendment, subject to and in accordance with the terms of the BBX Agreement, as amended by the BBX Amendment. In addition to the scope of the retention of jurisdiction set forth in Article XI of the Plan, and without in any way limiting Article XI of the Plan, the Court reserves jurisdiction to enforce the terms and conditions of the BBX Agreement, as amended by the BBX Amendment, and to enter such other orders as may be required to effectuate the real estate and related personal property transactions and delivery of the other Transaction Documents in accordance with the BBX Agreement, as amended by the BBX Amendment. The Liquidating Debtor will deliver all documents and perform all actions reasonably contemplated with respect to implementation of the Plan. An officer or director of the Liquidating Debtor will be designated the authorized representative to execute on behalf of the Liquidating Debtor, in a representative capacity and not individually, any documents or instruments to be executed by the Liquidating Debtor on and after the Effective Date in order to consummate the Plan.

13. Except as otherwise provided in this Order or the Plan, or other order of the Bankruptcy Court, or in any contract, instrument, release, indenture, or other agreement, or document entered into in connection with the Plan, as of the Effective Date the Debtor will be deemed to have rejected each pre-petition Executory Contract to which it is a party, unless such Executory Contract (a) was previously assumed or rejected by the Debtor, (b) previously expired or terminated under its own terms, or (c) is an Executory Contract that BBX elects to be assumed by the Debtor and assigned to BBX or its designee(s) in connection with the Plan, or which has been authorized to be assumed under this Order. This Order constitutes an order of the Bankruptcy Court under sections 365 and 1123(b) of the Bankruptcy Code approving the contract and lease assumptions or rejections described above, as of the Effective Date.

14. Subject to the occurrence of the Property Transfer Date and contemporaneous with the transfer of the PGA Properties to BBX or its designee(s) in accordance with the BBX Agreement, as amended by the BBX Amendment, the following Executory Contracts will be assumed by the Debtor and assigned to BBX or its designee(s) in

accordance with the BBX Agreement, as amended by the BBX Amendment, and the Debtor is authorized and directed to proceed therewith without the need for further order of this Court: (i) Knight First & Security, Inc.; (ii) Latite Roofing LLC; and (iii) Metro Fire Protection Service. In addition, subject to the occurrence of the Property Transfer Date and contemporaneous with the transfer of the PGA Properties to BBX or its designee(s) in accordance with the BBX Agreement, as amended by the BBX Amendment, to the extent any of the contracts, agreements, or rights related to or included in the PGA Flyover Property that are to be transferred to BBX or its designee(s) under the BBX Agreement, as amended by the BBX Amendment, are Executory Contracts, they shall be deemed to have been assumed by the Debtor and assigned to BBX or its designee(s) in accordance with the BBX Agreement, as amended by the BBX Amendment, without the need for further order of this Court.

15. Subject to the occurrence of the Property Transfer Date and contemporaneous with the transfer of the PGA Properties to BBX or its designee(s) in accordance with the BBX Agreement, as amended by the BBX Amendment, and subject to the terms of the Supplement, all Tenant Lease Agreements will be assumed by the Debtor and assigned to BBX or its designee(s) in accordance with the BBX Agreement, as amended by the BBX Amendment, and the Debtor is authorized and directed to proceed therewith without the need for further order of this Court.

16. Except as to the treatment of Class 4 Tenant Claims under this Order, any monetary amounts by which any Executory Contract to be assumed as contemplated in the BBX Agreement, as amended by the BBX Amendment, in connection with the Plan that is in default will be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtor. Tenant Lease Agreements shall be treated in the manner provided for Class 4 Claim, which is set forth in the Plan Supplement and in this Order. The Court reserves jurisdiction to determine any dispute regarding the nature and amount of any Cure and any other issues relating to the assignment and assumption of the Tenant Lease Agreements.

17. All Claims arising out of the rejection of Executory Contracts under the Plan must be filed with the Bankruptcy Court, with proper supporting documentation detailing the calculation of such Claim, and served upon the Liquidating Debtor and its counsel not later than 30 days after the earlier of (a) the date on which notice of the occurrence of the Effective Date has been served and (b) the date of entry of an order of the Bankruptcy Court approving such rejection. Any Claims not filed within such time will be forever barred from assertion against the Debtor, its Estate, the Liquidating Debtor, the Plan Sponsor, BBX or its designee, and their respective properties and interests. All Claims arising from the rejection of an Executory Contract will be treated in Class 5.

18. Such documents that may be necessary or appropriate to effectuate the Plan are **APPROVED**.

19. From and after the Effective Date, the Liquidating Debtor will remain in existence for purposes of implementing the Plan, but is thereafter authorized (but not directed) to dissolve in accordance with applicable state law. Each of the officers and directors of the Debtor will remain officers and directors of the Liquidating Debtor, in order to cause the Liquidating Debtor to carry out its obligations under the Plan.

20. Upon the transfer of the PGA Properties to BBX or its designee(s), Catalfumo and Catalfumo Management agree at such time to resign from all management and

administrative duties of the PGA Flyover Property and to further transfer such management and administrative duties to BBX or its designee(s). The documentation providing the transfer of such management obligations and duties shall be in a form reasonably satisfactory to BBX or its designee(s), Catalfumo and Catalfumo Management.

21. **EXCEPT AS TO THE TRANSACTION DOCUMENTS AND/OR AS TO BBX AND ITS DESIGNEES (INCLUDING, WITHOUT LIMITATION, HEARTWOOD 42 AND HEARTWOOD 44) PREDECESSORS, SUCCESSORS, ASSIGNS AND RELATED PARTIES, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING, BUT NOT LIMITED TO, THE DISTRIBUTIONS TO BE MADE UNDER THE PLAN AND THE PLAN SPONSOR CONTRIBUTION, EFFECTIVE AS OF THE EFFECTIVE DATE, EACH OF THE RELEASEES IS HEREBY RELEASED BY (I) ALL OF THE CREDITORS OF THE DEBTOR, (II) ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD ANY CLAIM OR INTEREST, (III) ALL OTHER PERSONS, (IV) THE DEBTOR, (V) THE ESTATE, AND (VI) THE LIQUIDATING DEBTOR, FROM ANY AND ALL CLAIMS, DEBTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, ACTIONS, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, DIRECTLY OR INDIRECTLY ARISING FROM OR RELATED TO THE DEBTOR, EXISTING AS OF THE EFFECTIVE DATE OR THEREAFTER ARISING, IN LAW, AT EQUITY, OR OTHERWISE, THAT (I) ANY OF THE CREDITORS OF THE DEBTOR, (II) ANY PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD ANY CLAIM OR INTEREST, (III) ANY OTHER PERSONS, (IV) THE DEBTOR, (V) THE ESTATE, OR (VI) THE LIQUIDATING DEBTOR WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR THAT (I) ANY CREDITORS OF THE DEBTOR, (II) ANY PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD ANY CLAIM OR INTEREST, OR (III) ANY OTHER PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT ON BEHALF OF THE DEBTOR, THE ESTATE, OR THE LIQUIDATING DEBTOR, BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE, INCLUDING, WITHOUT LIMITATION, CLAIMS, ACTIONS, AND CAUSES OF ACTION ARISING FROM ACTIONS TAKEN OR NOT TAKEN IN GOOD FAITH IN CONNECTION WITH THE BANKRUPTCY CASE, THE PLAN, ALL AGREEMENTS, DOCUMENTS AND INSTRUMENTS RELATING TO THE INTERESTS, ANY AGREEMENT OR ORDER RELATING TO THE RESTRUCTURING OF THE DEBTOR AND CLAIMS, AND ANY OTHER TRANSACTIONS CONTEMPLATED BY THE PLAN; PROVIDED, HOWEVER, THAT NOTHING HEREIN RELEASES ANY RIGHTS, CLAIMS, OR INTERESTS THAT ANY SUCH PARTY MAY BE RECEIVING OR RETAINING UNDER THE PLAN ON OR AFTER THE EFFECTIVE DATE. ALL PERSONS ARE PRECLUDED AND PERMANENTLY ENJOINED FROM ASSERTING AGAINST THE RELEASEES, AND THEIR RESPECTIVE ASSETS AND PROPERTIES, ANY AND ALL CLAIMS, DEBTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, ACTIONS,**

CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER WHICH ARE RELEASED UNDER THIS PARAGRAPH AS SET FORTH IN SECTION 9.3 OF THE PLAN. ANY PERSON INJURED BY ANY WILLFUL VIOLATION OF SUCH INJUNCTION IS ENTITLED TO RECOVER ACTUAL DAMAGES, INCLUDING COSTS AND ATTORNEYS' FEES, AND, IN APPROPRIATE CIRCUMSTANCES, MAY RECOVER PUNITIVE DAMAGES FROM THE WILLFUL VIOLATOR. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE FOREGOING RELEASES SHALL NOT APPLY TO BBX, ITS DESIGNEE(S), AND RELATED PARTIES, ANY SUCH RELEASES BEING CONTROLLED ENTIRELY BY THE BBX AGREEMENT, AS AMENDED BY THE BBX AMENDMENT, OR WITH RESPECT TO THE BBX AGREEMENT, AS AMENDED BY THE BBX AMENDMENT, OR TRANSACTION DOCUMENTS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE FOREGOING RELEASE SHALL NOT RELEASE THE RELEASEES FROM ANY OBLIGATIONS THEY HAVE UNDER THE PLAN AND THE BBX SETTLEMENT AGREEMENT, AS AMENDED BY THE BBX AMENDMENT.

22. Except as otherwise expressly provided for in the Plan, this Order or the BBX Agreement, as amended by the BBX Amendment (the terms of which shall control if there is any conflict with this Order or the Plan), all Persons (except for BBX, its designee(s), and Related Parties) who have held, hold or may hold Claims or Interests will be permanently enjoined, from and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim against or Interest in the Debtor, Liquidating Debtor, PGA Flyover, the Plan Sponsor, Daniel S. Catalfumo, as Trustee, or any of their respective Affiliates or Representatives, (ii) the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or order against the Debtor, Liquidating Debtor, PGA Flyover, the Plan Sponsor, Daniel S. Catalfumo, as Trustee, or any of their respective Affiliates or Representatives, with respect to such Claim or Interest, (iii) creating, perfecting, or enforcing any encumbrance of any kind against the Debtor, Liquidating Debtor, PGA Flyover, the Plan Sponsor, Daniel S. Catalfumo, as Trustee, or any of their respective Affiliates or Representatives, or against the property or interests in property of the Debtor, Liquidating Debtor, PGA Flyover, the Plan Sponsor, Daniel S. Catalfumo, as Trustee, or any of their respective Affiliates or Representatives, with respect to such Claim or Interest, and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due to the Debtor, Liquidating Debtor, PGA Flyover, the Plan Sponsor, Daniel S. Catalfumo, as Trustee, or any of their respective Affiliates or Representatives, or against the property or interests in property of the Debtor, Liquidating Debtor, PGA Flyover, the Plan Sponsor, Daniel S. Catalfumo, as Trustee, or any of their respective Affiliates or Representatives, with respect to such Claim or Interest. This paragraph does not apply to BBX and its designees (including, without limitation, Heartwood 42 and Heartwood 44) predecessors, successors, assigns and related parties. Notwithstanding anything herein to the contrary, the foregoing shall not enjoin the enforcement against parties for whose benefit the injunction is being entered of any rights, remedies, or obligations under the Plan or the BBX Agreement, as amended by the BBX Amendment.






23. Unless otherwise provided in the Plan, the BBX Agreement, as amended by the BBX Amendment, or this Order, all injunctions or stays provided for in the Case

Tel.: 561-443-0800/Facsimile: 561-998-0047/Email: bshraiberg@sfl-pa.com

Bradley S. Shraiberg, Esq. is directed to serve copies of this Order upon all interested parties and to file a certificate of service with the Court.

Document comparison by Workshare Compare on Thursday, October 17, 2013
3:50:25 PM

Input:	
Document 1 ID	interwovenSite://DMS-FLORIDA/WPB/383113018/1
Description	#383113018v1<WPB> - Clean - Proposed Order Confirming Plan of PGA Flyover (Debtor)
Document 2 ID	interwovenSite://DMS-FLORIDA/WPB/383113018/2
Description	#383113018v2<WPB> - Clean - Proposed Order Confirming Plan of PGA Flyover (Debtor)
Rendering set	GT-1

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Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Moved to	0
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Format changed	0
Total changes	43

Behlert I

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

BBX CAPITAL ASSET
MANAGEMENT, LLC,

CASE NO.: CACE 10-01711 (08)

Plaintiff/Judgment Creditor,

DANIEL S. CATALFUMO, et al.

Defendants/Judgment Debtors.

BBX CAPITAL ASSET
MANAGEMENT, LLC,

Proceedings Supplementary

Plaintiff,

v.

BUILDING 11A LLC, et al.,

Impleaded Defendants
in Proceedings Supplementary.

CONSENT JUDGMENT

THIS CAUSE was brought before the Court on the Stipulation and Joint Motion for Entry of a Consent Judgment (“Stipulation”) filed by Plaintiff, BBX Capital Asset Management, LLC (“BBX”) and Impleaded Defendant in Proceedings Supplementary, TBC HQ, LLLP (“TBC”). Having considered the motion, the stipulation of the parties, and being otherwise fully advised in the premises, the Court ORDERS AND ADJUDGES as follows:

1. The Stipulation is hereby **APPROVED**.
2. **Amounts Due.** BBX shall recover from TBC the total sum of \$9,686,235.62 (“Total Sum”) which is the amount due pursuant to the terms of an Amended Settlement Agreement between BBX, TBC and others, dated October 21, 2013 (hereinafter “Settlement Agreement”) as of April 10, 2014.

3. **Execution.** Execution shall issue on the Total Sum beginning on April 11, 2014 unless a satisfaction of the Consent Judgment is sooner recorded as a result of BBX's receipt of the Remaining Payment Amount (as defined in the Settlement Agreement) pursuant to the terms of the Settlement Agreement.

4. **Interest.** Interest shall not accrue on the Total Sum until April 11, 2014, at which time interest shall accrue on the Total Sum at the statutory legal rate of interest in effect at that time.

5. **Lien on Property.** BBX and TBC agree that BBX, whose address is BBX Capital Asset Management, LLC, c/o John Abdo, Vice Chairman, 401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, FL 33301, holds a lien ("Lien") for the Total Sum, plus interest as provided in paragraph four above, on the property described on Exhibit A attached hereto (the "Property"). Upon the recording of a satisfaction of that certain Mortgage and Security Agreement in the original principal amount of \$7,000,000 executed by TBC in favor of Royal Bank of Canada (Channel Islands) Limited (and recorded on November 29, 2010 in Official Records Book 24218, Page 742 of the Public Records of Palm Beach County, Florida), the Lien shall become superior in dignity to any right, title, interest, claim or estate of TBC and all persons, corporations, or other entities claiming by, through, or under TBC or any of them. Additionally, for purposes of Fla. Stat. §§ 55.202 and 55.203, BBX and TBC agree that the Consent Judgment shall become final upon the date of entry set forth below, and further agree that a judgment lien certificate filed with the Department of State on the date of entry of the Consent Judgment, or at any time thereafter, shall be valid and effective.

6. **Attorneys Fees.** In addition to the Total Sum, BBX is entitled to recover from TBC reasonable attorneys' fees plus costs it hereinafter incurs in connection with executing on

this Consent Judgment in an amount to be determined by the Court at a future hearing to be scheduled.

7. The last known address for TBC is as follows: TBC HQ, LLLP, c/o Steven Sciarretta, Esq., 2799 NW Boca Raton Blvd., Suite 203, Boca Raton, FL 33431.

8. **Fact Information Sheet.** It is further ordered and adjudged that TBC shall complete under oath Form 1.977 (Fact Information Sheet) of the Florida Rules of Civil Procedure, including all required attachments, to be served on BBX's attorneys on April 11, 2013, unless the Consent Judgment is sooner satisfied or post-judgment discovery is stayed.

DONE AND ORDERED at Fort Lauderdale, Broward County, Florida, this _____ day of October 2013.

CIRCUIT COURT JUDGE

COPIES FURNISHED:

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Fort Lauderdale, FL 33309
Counsel for TBC HQ, LLLP

EXHIBIT ~~A~~ J
TO PURCHASE AGREEMENT

LEGAL DESCRIPTION

Parcel I:

A PORTION OF PARCEL "A", MACARTHUR PARCEL 5B - REPLAT, AS RECORDED IN PLAT BOOK 108, PAGES 70 THROUGH 74, INCLUSIVE, PUBLIC RECORDS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 37°43'02" EAST, ALONG THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 61.52 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2207.67 FEET, A CENTRAL ANGLE OF 01°55'53", AND A RADIAL BEARING, AT THIS POINT, OF SOUTH 36°38'13" EAST; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 74.41 FEET; THENCE, DEPARTING SAID NORTH LINE, SOUTH 34°42'20" EAST, A DISTANCE OF 53.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 60°37'03" EAST, A DISTANCE OF 92.11 FEET; THENCE SOUTH 29°22'57" EAST, A DISTANCE OF 94.00 FEET; THENCE SOUTH 60°37'03" WEST, A DISTANCE OF 41.62 FEET; THENCE SOUTH 15°37'03" WEST, A DISTANCE OF 66.33 FEET; THENCE SOUTH 29°22'57" EAST, A DISTANCE OF 41.62 FEET; THENCE SOUTH 60°37'03" WEST, A DISTANCE OF 94.00 FEET; THENCE NORTH 29°22'57" WEST, A DISTANCE OF 92.11 FEET; THENCE NORTH 15°37'03" EAST, A DISTANCE OF 127.86 FEET TO THE POINT OF BEGINNING.

PARCEL II:

TOGETHER WITH AND SUBJECT TO A NONEXCLUSIVE EASEMENT FOR PARKING, INGRESS AND EGRESS, ACCESS, DRAINAGE, AND UTILITIES, AND OTHER APPURTENANT RIGHTS, TO THE EXTENT SUCH RIGHTS CONSTITUTE REAL PROPERTY RIGHTS UNDER FLORIDA LAW, AS DESCRIBED IN THAT CERTAIN DECLARATION OF COVENANTS FOR PARCEL 5B RECORDED IN OFFICIAL RECORDS BOOK 21560, PAGE 1358, AS MODIFIED PURSUANT TO THAT ASSIGNMENT OF DECLARANT'S RIGHTS UNDER AND AMENDMENT OF DECLARATION OF COVENANTS FOR PARCEL 5B, RECORDED ON AUGUST 4, 2009 IN BOOK 23374, PAGE 1314 OF THE PUBLIC RECORDS OF PALM BEACH COUNTRY, FLORIDA.

EXHIBIT K

Exhibit to be inserted, New Bankruptcy Order

The New Bankruptcy Order shall provide as follows:

1. Catalfumo and PGA Transportation shall submit themselves to the personal jurisdiction of the Bankruptcy Court for purposes of enforcing the negative covenants set forth in this Order.
2. Neither Catalfumo nor PGA Transportation shall take any actions to transfer, convey, ~~or~~ encumber ^{or change the status of title to} the PGA Properties, pending the transfer of the PGA Properties pursuant to the terms of the Amendment.
3. Catalfumo and PGA Transportation represent and warrant that there are no creditors who could record a judgment against the PGA Transportation property within 15 days.

EXHIBIT K

Exhibit to be inserted, Judge Ross Lift Freeze Order

The Judge Ross Injunction Order, entered on or about November 13, 2012, will be dissolved (pursuant to joint stipulation) without prejudice, with each party to bear its own fees and costs, and no damages being sought as a result of entry of the order.

When the Judge Ross Lift Freeze Order is drafted, it will be substituted as an exhibit.