

Instructions for Bidder Qualification

United States Bankruptcy Court Online Auction

Middle District of Florida – Orlando Division | Jason A. Burgess, Subchapter V Trustee

Legends Golf Orlando, LLC | Case number: 6:20-bk-04460-LVV

“Stoneybrook West Golf & Country Club”

15501 Towne Commons Boulevard, Winter Garden, FL 34787

Friday, March 12, 2021 beginning at 11:00AM Eastern Time and concluding at 1:00PM Eastern Time

The following instructions are to help guide you in becoming a qualified bidder for the Online Auction. The following documents and Initial Escrow Deposit are due no later than Wednesday, March 10, 2021 5:00 PM Eastern Time;

1. Complete and sign the Bidder Pre-Registration Form.
2. Complete and sign the Return of Initial Escrow Deposit Form.
3. Complete and sign the Acknowledgement of Review of the Purchase and Sale Agreement and the Order Granting Subchapter V Trustee’s Emergency Motion to Approve Sale and Bid Procedures For Auction (Bid Procedures attached as “Exhibit 1” to the Order).
4. Wire into Bernard & Schemer, P.A.’s Real Estate Escrow IOTA Account (the “Escrow Agent”) via a Federal wire transfer in U.S. Funds (not an ACH Credit) a \$100,000 Initial Escrow Deposit (“Initial Bid Deposit”) no later than 5:00 PM Eastern Time on Wednesday, March 10, 2021. Contact Fisher Auction Company for wiring instructions via email info@fisherauction.com or call 954.942.0917, Ext. 4124.
5. You must submit your complete registration package no later than 5:00 PM Eastern Time on Wednesday, March 10, 2021, **via email or facsimile** to the following;

Fisher Auction Company
info@fisherauction.com
Facsimile: 954.782.8143
Phone: 954.942.0917, Ext. 4124

6. The Auction will begin at 11:00 AM Eastern Time on Friday, March 12, 2021 and conclude at 1:00 PM Eastern Time on Friday, March 12, 2021 on Fisher Auction Company’s Online Bidder Application which can be accessed through the Fisher Auction Company website. Please note that each Bidder will need to click “accept” to agree to the Online Bidding Application terms prior to the start of the sale in order to become activated to bid.
7. An Additional Escrow Deposit (“the Supplemental Deposit”) totaling (10%) of the total contract price shall be due from the Highest and Best Bidder via a Federal wire transfer in U.S. Funds (not an ACH Credit) to Bernard & Schemer, P.A.’s Real Estate Escrow IOTA Account (the “Escrow Agent”), no later than 5:00 PM Eastern Time on Monday, March 15, 2021.

A Sale Hearing (“Sale Hearing”) shall be held on Tuesday, March 16, 2021 at 2:00PM Eastern Time via Court Call for the U.S. Bankruptcy Court to approve the Sale of Real Property free and clear of all liens, claims and encumbrances to the Highest and Best Bidder pursuant to the the Purchase and Sale Agreement, Bid Procedures and the United States Bankruptcy Court Order.

BIDDER PRE-REGISTRATION FORM

United States Bankruptcy Court Online Auction
Middle District of Florida – Orlando Division | Jason A. Burgess, Subchapter V Trustee
Legends Golf Orlando, LLC | Case number: 6:20-bk-04460-LVV
“Stoneybrook West Golf & Country Club”
15501 Towne Commons Boulevard, Winter Garden, FL 34787
Friday, March 12, 2021 beginning at 11:00AM Eastern Time and concluding at 1:00PM Eastern Time

(Please Type or Print Clearly)

Name:	
Company Name (if applicable):	
Company Address:	
City, State & Zip:	
City, Country & Country Code (if outside the U.S.):	
Residential Address:	
City, State & Zip:	
City, Country & Country Code (if outside the U.S.):	
Valid State Issued Driver’s License No. or Passport (Copy of License or Passport Required):	
Contact Phone:	Facsimile:
Email:	
Entity in which Bidder will take Title:	
Marital Status:	
Bidder’s Signature:	Date:
How did you hear about Auction:	

Return of Initial Escrow Deposit Form

United States Bankruptcy Court Online Auction
Middle District of Florida – Orlando Division | Jason A. Burgess, Subchapter V Trustee
Legends Golf Orlando, LLC | Case number: 6:20-bk-04460-LVV
“Stoneybrook West Golf & Country Club”
15501 Towne Commons Boulevard, Winter Garden, FL 34787
Friday, March 12, 2021 beginning at 11:00AM Eastern Time and concluding at 1:00PM Eastern Time

In the event that you are not the Successful Bidder or Immediate Back-Up Bidder on the Property, please fill out this form to instruct Bernard & Schemer, P.A. (the “Escrow Agent”) as to how to return your Initial Escrow Deposit. **Please note, any return of escrowed funds will be returned to the same bank account where the funds had originated.**

The amount of the Initial Escrow Deposit held in Escrow is: \$100,000.

I, _____, hereby authorize Bernard & Schemer, P.A. (the “Escrow Agent”), to release my Initial Escrow Deposit back to me within five (5) business days via:

PLEASE TYPE OR PRINT CLEARLY

A wire transfer to the originating bank to the originator per the wiring instructions below:

Bank Information

Bank Name:
Address:
City, St., Zip
Phone:
Swift Code (International Wires):
ABA Number:

Account Information

Account Name:
Account Number:
Address:
City, St., Zip
Phone:

Bidder Signature:	Date:
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ACKNOWLEDGEMENT OF REVIEW OF THE PURCHASE AND SALE AGREEMENT AND THE ORDER GRANTING SUBCHAPTER V TRUSTEE'S EMERGENCY MOTION TO APPROVE SALE AND BID PROCEDURES FOR AUCTION (BID PROCEDURES ATTACHED AS "EXHIBIT 1" TO THE ORDER).

United States Bankruptcy Court Online Auction
Middle District of Florida – Orlando Division | Jason A. Burgess, Subchapter V Trustee
Legends Golf Orlando, LLC | Case number: 6:20-bk-04460-LVV
"Stoneybrook West Golf & Country Club"
15501 Towne Commons Boulevard, Winter Garden, FL 34787
Friday, March 12, 2021 beginning at 11:00AM Eastern Time and concluding at 1:00PM Eastern Time

I _____, hereby acknowledges that I have read and
(Name of Bidder)

agree to be bound by the **Purchase and Sale Agreement and the Order Granting Subchapter V Trustee's Emergency Motion to Approve Sale and Bid Procedures for Auction (Bid Procedures Attached as "Exhibit 1" to the Order)** as well as the Court's ruling at the **Sale Approval Hearing that shall be held on Tuesday, March 16, 2021 at 2:00PM Eastern Time.**

Acknowledged:

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Signature

Date

Time

ORDERED.

Dated: February 02, 2021



Lori V. Vaughan
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

In re:

Legends Golf Orlando, LLC

Debtor.

CASE NO.: 6:20-bk-04460-LVV
Chapter 11

**ORDER GRANTING SUBCHAPTER V TRUSTEE'S EMERGENCY MOTION TO
APPROVE SALE AND BID PROCEDURES FOR AUCTION**

THIS CASE came before the Court for an expedited hearing on January 27, 2021 at 2:00 p.m., in Orlando, Florida, upon the Subchapter V Trustee's Emergency Motion to Approve Sale and Bid Procedures for Auction (the "*Motion*") (Doc. No. 120). Having reviewed the Motion and the record in this case, having considered the statements of counsel, the parties in interest present at the hearing, the position of the United States Trustee's office, the Court finds that the bid procedures attached hereto as **Exhibit 1** and incorporated herein by reference (the "*Bid Procedures*") in connection with the proposed sale of the Property (as defined below) are in the best interests of the estate, its creditors, equity holders, and other parties in interest. Accordingly,

THE COURT FINDS AS FOLLOWS:

- A. The findings of fact and conclusions of law set forth herein constitute the Court's

findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), made applicable to this proceeding pursuant to Bankruptcy Rule 9014;

B. The Court has jurisdiction over the Motion and the sale transaction contemplated thereby pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M) and (O). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409;

C. The statutory bases for the relief requested in the Motion are (i) sections 105, 363 and 365 of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “*Bankruptcy Code*”), and (ii) Bankruptcy Rules 2002(a)(2), 6004 and 9014;

D. Good and sufficient notice of the Motion and the relief sought therein has been given under the circumstances of this case, and no other or further notice is required except as set forth herein with respect to the Sale Hearing (as defined below). A reasonable opportunity to object or be heard regarding the relief provided herein has been afforded to creditors, equity holders and other parties in interest;

E. The Subchapter V Trustee’s proposed notice of the Bid Procedures, substantially in the form attached hereto as **Exhibit 2** (the “*Auction Notice*”), is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Auction, the sale (“*Sale*”) of Debtor’s interest in the real and personal property located at 15501 Towne Commons Blvd., Winter Garden, Florida 34787 (collectively, the “*Property*”), doing business as Stoneybrook West Golf Club, and the Bid Procedures to be employed in connection therewith;

F. The Subchapter V Trustee has articulated good and sufficient reasons for the

Court to: (i) approve the Bid Procedures, (ii) approve the manner of notice of the Motion and the Sale Hearing, including the Sale Notice and the Cure Notice, (iii) set the Objection Deadline (as defined below), and (iv) schedule the Sale Hearing.

G. The entry of this Bid Procedures Order is in the best interests of the estate, its creditors, equity holders and other parties in interest; and

H. The Bid Procedures are reasonably designed to maximize the value to be achieved for the Property and to achieve the highest and best bid therefor.

I. Stoneybrook West GC Property, LLC is deemed a qualified bidder without the need to register, submit any escrow deposit, execute any purchase agreement, or take any other action other than participating in the Auction. Pursuant to 11 U.S.C. 363(k), Stoneybrook West GC Property, LLC shall have a right to credit bid at the Auction in an amount equal to the full amount of its Proof of Claim No. 13, as same may be supplemented prior to the date of the auction, that is on file in the above-captioned bankruptcy proceeding (or such higher amount as may be subsequently approved by the Court).

Accordingly, it is **ORDERED**:

1. The Motion is GRANTED as set forth herein.
2. Except as otherwise provided in this Bid Procedures Order, all objections to the Motion or the relief provided herein that have not been withdrawn, waived or settled, and all reservations of rights included therein, hereby are overruled and denied on the merits.
3. The Bid Procedures attached hereto as Exhibit 1 are hereby incorporated herein and approved in their entirety. The Subchapter V Trustee is authorized to take any and all actions necessary or appropriate to implement and comply with the Bid Procedures.
4. The Court shall conduct a hearing on the proposed sale of the Property and to approve the

sale of the Property to the Successful Bidder (as defined below) on March 16, 2021 at 2:00 p.m. EST (the “*Sale Hearing*”); or at such other date and time as counsel and interested parties may be heard by the Court.

5. The Sale Hearing may be continued, from time to time, without further notice to creditors, equity holders or other parties in interest other than by announcement of said continuance before the Court on the date scheduled for such hearing or in the hearing agenda for such hearing.
6. The Qualified Bidder with the highest and best Qualified Bid as determined by the Subchapter V Trustee in the exercise of its reasonable business judgment will be designated as the successful bidder (the “*Successful Bidder*”). In addition, the Qualified Bidder with the next highest and best Qualified Bid after the Successful Bidder, as determined by the Subchapter V Trustee in the exercise of its reasonable business judgment will be designated as the back-up bidder (the “*Back-Up Bidder*”).
7. The Subchapter V Trustee further reserves the right as it may reasonably determine, in good faith, (i) which bidders are Qualified Bidders, (ii) which bids are Qualified Bids, (iii) which Qualified Bid is the Successful Bid and Back-Up Bid as applicable, (iv) reject any bid that is (a) inadequate or insufficient, (b) not in conformity with the Bid Procedures or the Bankruptcy Code, or (c) contrary to the best interests of the estate, (v) waive any of the terms or conditions contained herein with respect to any or all of the potential bidders, impose additional terms and conditions with respect to all potential bidders, (vi) extend the deadlines set forth herein, (vii) continue or cancel the Auction or the Sale Hearing in open court without further notice, and (viii) modify the Bid Procedures as it may determine to be in the best interest of the estate prior to the Bid Deadline.

8. The Subchapter V Trustee retains full discretion to reject all Stalking Horse Bids and to cancel the Auction.
9. Should Stoneybrook West GC Property, LLC win the Property by Credit Bid, the Court shall determine who will pay the Subchapter V Trustee his reasonable fees and costs associated with this proceeding before any asset of the Debtor is transferred unless other arrangements have been made between the parties.
10. The stay provided for in Bankruptcy Rule 6004(h) is hereby waived and this Bid Procedures Order shall be effective immediately upon its entry.
11. All time periods set forth in this Bid Procedures Order shall be calculated in accordance with Bankruptcy Rule 9006(a).
12. The Subchapter V Trustee is authorized to take all actions necessary to effectuate the relief granted pursuant to this Bid Procedures Order in accordance with the Motion.
13. The Court shall retain jurisdiction over any matters related to or arising from the implementation of this Bid Procedures Order.

Attorney Jason Burgess is directed to serve a copy of this Order on interested parties who do not receive service by CM/ECF and file a proof of service within three days of entry of this order.

Exhibit 1

BID PROCEDURES

1. Marketing Period; Acceptance of Bids.

(a) *Marketing Period.* Jason A. Burgess, Bankruptcy Trustee (“Trustee”) and his authorized representatives shall be entitled to market that certain real and personal property owned by Legends Golf Orlando LLC, a Florida limited liability company (“Debtor”) and legally described on Exhibit “A” of the Motion are incorporated to and made a part of these Bid Procedures (the “Property”).

(b) *Sale of Property “As Is.”* The Property is being sold in its “as is,” “where is” and “what is” condition with all faults, with no guarantees or warranties, express or implied, but shall be free or all liens, claims, encumbrances and other interests.

(c) *Potential Bidder.* In order to qualify as a bidder for the Auction, except as set forth below, every potential bidder must provide a deposit (the “Bidder Deposit”) in an amount of One Hundred Thousand Dollars (\$100,000.00) which shall be delivered to the Escrow Agent via a Federal wire transfer no later than 5:00 PM Eastern Time forty-eight hours prior to the Auction Date. All Bidder Deposits shall be held in trust by the Escrow Agent.

(d) *Bidder Information-Qualified Bidders.* Each bidder shall provide all of their contact information on the Bidder Pre-Registration Form which shall accompany the required deposit stated above. Trustee shall evaluate each bidder and may then identify a person, persons, entity, or entities from among those who submitted the deposit and bidder information and deem those person(s) “Qualified Bidders.” By participating in the Auction, each Qualified Bidder consents to its bid being designated as a back-up bid in the event its bid is designated as the second highest and best offer to purchase the Property (a “Back-Up Bid”). A Qualified Bidder will be valued based upon the following factors: (a) the ability to close the sale transaction without delay; and (b) any other factors Trustee may deem relevant. Trustee reserves the right to make the final determination of who is a Qualified Bidder. Trustee shall notify all Qualified Bidders no later than 5:00 PM Eastern Time one calendar day before the Auction that they may participate in the Auction. All Qualified Bidders shall be bound by their bids until conclusion of the Auction.

(e) *Credit Bid.* Stoneybrook West GC Property, LLC shall have the right, as part of a Qualified Bid, to assert a credit bid for such assets in accordance with Section 363(k) of the Bankruptcy Code, provided however, that nothing herein shall be determinative of the extent, validity and/or priority of any such lien or security interest (the “*Credit Bid*”). Such Secured Creditor shall automatically be deemed a Qualified Bidder prior to the Auction without having to complete a Bidder Pre-Registration Form or to provide a Bidder Deposit but shall be subject to the Buyer’s Premium as any other Qualified Bidder, should such Secured Creditor choose to bid beyond the amount of the Secured Creditor’s Credit Bid.

2. Auction.

(a) *Time of Auction.* The Trustee will conduct an Online Auction (the "Auction") with respect to the Property. The Auction will take place Online via the Fisher Auction Company Bidding Platform and commence on the 12th day of March 2021 at 11:00AM Eastern Time and end at 1:00 PM Eastern Time. Only the Qualified Bidders will be entitled to participate in the Online Auction.

(b) *Bidding.* The Auction shall be conducted as an online auction. The Auctioneer may designate a bidder as a stalking horse bidder prior to the commencement of the Auction (the "Stalking Horse" and the bid of the Stalking Horse, the "Stalking Horse Bid") but is not required to do so. Regardless of whether there is a Stalking Horse, the Auctioneer shall control the Auction and shall determine the bidding increments. If the bid amount exceeds the amount of the Credit Bid of the mortgagee, Stoneybrook West GC Property, LLC (the "Mortgagee"), the next bid after said amount is reached shall be in an amount equal to the Mortgagee's Credit Bid, plus the Auctioneer's Actual Expenses (not to exceed \$7,500.00), plus the Trustee's legal fees and expenses (estimated at \$20,000.00). The Auctioneer will announce this overbid amount before the time of the Auction. (c) *Prevailing Bid.* The Auction shall conclude when the Trustee receives what is determined by Trustee to be the highest and best offer for the Property (the "Prevailing Bid") (the Prevailing Bid being submitted by the "Prevailing Bidder") and subject only to the subsequent approval of the Bankruptcy Court. Trustee shall have the unfettered discretion to determine whether any qualifying bid, constitutes the highest and best bid for the Property, based on, among other things, the form of consideration being offered and the likelihood of the bidder's ability to close the transaction and the timing thereof. Trustee shall then designate one or more Back-Up Bidders.

(d) *Supplemental Deposit.* At the conclusion of the Auction, the Prevailing Bidder shall execute the Purchase and Sale Agreement. In addition, except in the event that the Prevailing Bid is a Credit Bid at the allowed Credit Bid, in which case there will be no Bidder Deposit, the Prevailing Bidder shall supplement its Bidder Deposit by an additional amount such that the supplemented deposit ("Supplemental Deposit") equals not less than ten percent (10%) of its Prevailing Bid (including the Buyer's Premium Amount). The Supplemental Deposit is to be provided by Federal Wire Transfer to the Escrow Agent within twenty-four (24) hours from the conclusion of the Auction.

3. Sale Order. As soon thereafter from the conclusion of the Auction, as is possible, the Bankruptcy Court will conduct a hearing (the "Sale Hearing") to approve the sale of the Property to the Prevailing Bidder and enter the Sale Order. "Sale Order" means an order of the Bankruptcy Court, in form and substance acceptable to the Prevailing Bidder in its reasonable discretion, that, among other things, (i) approves the sale of the Property to the Prevailing Bidder free and clear of all Liens (defined below) and claims pursuant to sections 363(b) and 363(f) of the Bankruptcy Code (other than Permitted Liens), such Liens and claims to attach to the purchase price of the Property, (ii) provides that (a) the Prevailing Bidder has acted in "good faith" within the meaning of section 363(m) of the Bankruptcy Code, (b) the Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm's length bargaining positions, (c) the Bankruptcy Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or any breach hereof, and (d) this Agreement and the transaction contemplated hereby may be specifically enforced against and binding upon, and not

subject to rejection or avoidance by, the Debtor, Trustee or any chapter 11 Trustee of the Debtor. The Sale Order shall further provide that the Prevailing Bidder is not a successor to the Debtor; that the Prevailing Bid represents a fair market value of the Property; that the Prevailing Bidder shall have no liability for any obligations of the Debtor except as expressly provided herein; and that the automatic stays under Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedures are waived. "Lien" means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, right of first offer, covenant, right of way, easement, servitude, proxy, voting trust or agreement, transfer restriction under any shareholder or similar agreement or encumbrance, or any other restriction or limitation whatsoever.

4. Back-Up Bidder. If any Prevailing Bidder fails to consummate the sale of the Property by the required closing date because of a breach or failure to perform on the part of such Prevailing Bidder, the Prevailing Bidder shall forfeit its Bidder Deposit to Trustee and the next highest or otherwise best qualified bid for the Property will be deemed to be the Prevailing Bid, and Trustee will be authorized to consummate the sale with the applicable Qualified Bidder submitting such bid without further order of the Bankruptcy Court (the "Back-Up Bidder"). The closing of the Sale to a Backup Bidder shall take place within twenty (20) calendar days after such Back-Up Bidder receives notice from Trustee that the Prevailing Bidder failed to close, and that Trustee has elected to proceed to close with the Back-Up Bidder. If the Back-Up Bidder is unable or unwilling to close the sale in the time permitted, the Back-Up Bidder shall forfeit its Bidder Deposit to Trustee.

5. Return of Deposits. Each Bidder Deposit shall be maintained in a non-interest-bearing account and subject to the jurisdiction of the Bankruptcy Court. Within five (5) business days after the entry of the Sale Order, Trustee shall return all Bidder Deposits to all Qualified Bidders except (i) the Bidder Deposit submitted by the Prevailing Bidder, whose Bidder Deposit shall be applied by Trustee against the purchase price at the closing, and (ii) the Bidder Deposit submitted by the Back-Up Bidder. In the event that the Prevailing Bidder closes the sale, Trustee shall return to the Back-Up Bidder its Bidder Deposit within five (5) business days after the closing. In the event the Back-Up Bidder closes on the purchase of the Property, its Bidder Deposit shall be applied by Trustee against the purchase price.

6. Modifications to Bid Procedures. Trustee reserves all rights to impose, at or before the Auction, additional terms and conditions on the sale of the Property, to extend or adjourn any deadlines set forth in these Bid Procedures, except for the date of the Auction and Sale Hearing, and to take any other actions with respect to the Auction, the Bid Procedures or the sale of the Property which in its business judgment are reasonably necessary to preserve the bankruptcy estates or maximize the value thereof that are not inconsistent with these Bid Procedures, the Agreement, or any order of the Bankruptcy Court.

7. Bankruptcy Court Jurisdiction. The Bankruptcy Court shall retain exclusive jurisdiction over any matter or dispute relating to the sale, the Bid Procedures, the Purchase and Sale Agreement, the Auction, and/or any other matter that in any way relates to the foregoing. Any party disputing the sale, the Bid Procedures, the Purchase and Sale Agreement, the Auction and/or any other matter that in any way relates to the foregoing shall file an objection with the Bankruptcy Court as soon as practicable to facilitate resolution of the objection.

8. Miscellaneous. All Qualified Bidders shall be deemed to have waived any right to a jury trial in connection with any disputes relating to the Auction and/or the sale of the Property. All purchase and sale agreements shall be governed by and construed in accordance with the laws of the State of Florida.

[End of Bid Procedures]

Exhibit 2
(Auction Notice)

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

In re:

Legends Golf Orlando, LLC

**CASE NO.: 6:20-bk-04460-LVV
Chapter 11**

Debtor.

_____ /

NOTICE OF AUCTION AND SALE HEARING

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On January 21, 2021, the Subchapter V Trustee (the “**Trustee**”), filed a Motion for entry of an order (the “**Bid Procedures Order**”), among other things, (a) approving certain competitive bidding and sale procedures (the “**Bid Procedures**”) for the sale of the Debtor’s interest in the real and personal property located at 15501 Towne Commons Blvd., Winter Garden, Florida 34787 (the “**Property**”); (b) approving the form and manner of notice of the auction of the Property and the Sale Hearing; and (c) scheduling a sale hearing (the “**Sale Hearing**”) to consider the sale of the Property, and (d) setting objection and bidding deadlines with respect to the sale of the Property. The Motion additionally requests entry of an order (the “**Sale Order**”) approving (i) the sale of the Property free and clear of liens, claims, encumbrances and interests, except as set forth in the Bid Procedures Order; (ii) and certain related relief.

2. On January_____, 2021, the United States Bankruptcy Court for the Middle District of Florida entered the Bid Procedures Order (Doc. No.). Pursuant to the Bid Procedures, the Auction for the Property shall take place on March 12, 2021, at **11:00 a.m.** (prevailing Eastern Time) an online platform hosted by Fisher Auction Company (“**Auctioneer**”). Only parties that complied with the Bidder Qualifications, in accordance with the Bid Procedures, by no later than **5:00 p.m.** (Eastern Time) forty-eight hours prior to the Auction Date (the “**Auction Qualification Deadline**”) may participate at the Auction. Any party that wishes to take part in this process and submit a bid for the Property must submit its Bidder Qualifications prior to the Auction Qualification Deadline and in accordance with the Bid Procedures. Parties interested in receiving information regarding the sale of the Property should contact undersigned Auctioneer and Counsel Lamar Fisher (lamar@fisherauction.com), and Patricia McGrath, Esq. (patricia@fisherauction.com).

3. The Sale Hearing to consider approval of the sale of the Property to the Successful Bidder free and clear of all liens, claims, encumbrances and interests will be held before the Honorable Lori V. Vaughan, United States Bankruptcy Court, 400 W. Washington St., Courtroom C (6th Floor), Orlando, FL 32801 on March 16, 2021 at 2:00 P.M. (prevailing Eastern Time), or at such earlier date as counsel may be heard. The Sale Hearing may be continued from time to time without further notice to creditors or parties in interest other than by announcement of the continuance in open court on the date scheduled for the Sale Hearing (or in agenda).

4. Objections, if any, to the relief requested in the Motion in respect of the sale of the Property, the determination of which Qualified Bid is the Successful Bid, or any other aspect of the Auction must: (i) be in writing, (ii) comply with the Bankruptcy Rules and the Local Rules, (iii) be filed with the clerk of the Bankruptcy Court for the Middle District of Florida, Orlando Division, 400 West Washington Street, Suite 5100, Orlando, FL 32801 (or filed electronically via CM/ECF), on or before 4:00 p.m. (prevailing Eastern time) one (1) business day before the Sale Hearing (the "***Sale Objection Deadline***"), and (iv) served upon the Subchapter V Trustee on the same day.

5. The failure of any person or entity to file an objection before the Sale Objection Deadline shall be deemed a consent to the sale of the Property to the Successful Bidder or Back-Up Bidder, as applicable, and the other relief requested in the Motion, and be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Motion, the Auction, the sale of the Property, and the assumption or assumption and assignment of the Potential Assumed and Assigned Contracts.

6. This Notice and the Sale Hearing are subject to the fuller terms and conditions of the Motion, the Bid Procedures Order, and the Bid Procedures, which shall control in the event of any conflict and the Trustee encourages parties in interest to review such documents in their entirety. Copies of the Motion, the Bid Procedures, and/or the Bid Procedures Order may be obtained by request in writing, by telephone, or via email from the Trustee. In addition, copies of the aforementioned pleadings may be found on the Pacer website, <http://ecf.flmb.uscourts.gov>.

Respectfully submitted on _____, 2021.

The Law Offices of Jason A. Burgess, LLC

Submitted by: /s/ Jason A. Burgess

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Facsimile: (904) 372-4994
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Subchapter V Trustee