

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WOODBRIIDGE GROUP OF COMPANIES, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Hearing Date:

June 5, 2018 at 11:00 a.m. (ET)

Objection Deadline:

May 29, 2018 at 4:00 p.m. (ET)

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE SALE OF 747 DAVIS ROAD, STOCKBRIDGE, GEORGIA PROPERTY OWNED BY THE DEBTORS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (II) APPROVING THE RELATED PURCHASE AGREEMENT; AND (III) GRANTING RELATED RELIEF

Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) hereby move the court (this “Motion”) for entry of an order (the “Sale Order”), substantially in the form attached hereto as Exhibit A, pursuant to sections 105(a) and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) (i) authorizing the sale (the “Sale”) of certain real property owned by the Debtor Bellflower Funding, LLC (the “Seller”) located at 747 Davis Road, Stockbridge, Georgia (the “Land”), together with Seller’s right, title, and interest in and to

¹ The last four digits of Woodbridge Group of Companies, LLC’s federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of this information may be obtained on the website of the Debtors’ noticing and claims agent at www.gardencitygroup.com/cases/WGC, or by contacting the undersigned counsel for the Debtors.

the buildings located thereon and any other improvements and fixtures located thereon (collectively, the “Improvements” and together with the Land, the “Real Property”), and any and all of the Seller’s right, title, and interest in and to the tangible personal property and equipment remaining on the Real Property as of the date of the closing of the Sale (collectively, the “Personal Property” and, together with the Real Property, the “Property”) on an “as is, where is” basis, free and clear of any and all liens, claims, encumbrances, and other interests to Raj Kasireddy (together with any assignee, the “Purchaser”) pursuant to the terms and conditions of that certain Seller’s Counter Offer dated as of May 10, 2018 (as may be amended, supplemented, or otherwise modified from time to time, the “Purchase Agreement”) by and between the Seller and the Purchaser, a copy of which is attached as Exhibit 1 to the Sale Order; (ii) authorizing and approving the terms of the Purchase Agreement, and (iii) granting certain related relief. In support of the Motion, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief requested herein are 105(a) and 363 of the Bankruptcy Code, Bankruptcy Rule 6004, and Local Rules 2002-1, 4001-2, and 6004-1.

CASE BACKGROUND

2. On December 4, 2017, approximately 270 of the Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code. Thereafter, on February 9, 2018, March 9, 2018, March 23, 2018, and March 27, 2018, additional affiliated Debtors (27 in total) commenced voluntary cases under chapter 11 of the Bankruptcy Code (collectively, the “Petition Dates”). Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors are continuing to manage their financial affairs as debtors in possession.

3. The Chapter 11 Cases are being jointly administered pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. No trustee has been appointed in the Chapter 11 Cases. An official committee of unsecured creditors (the “Committee”) was appointed in the Chapter 11 Cases on December 14, 2017 [D.I. 79]. On January 23, 2018, the Court approved a settlement providing for the formation of an ad hoc noteholder group (the “Noteholder Group”) and an ad hoc unitholder group (the “Unitholder Group”) [D.I. 357].

THE SALE

4. The Property. As further detailed in the *Declaration of Bradley D. Sharp in Support of Debtors’ Motion to Sell 747 Davis Road, Stockbridge, Georgia Property* filed on the date hereof (the “Sharp Declaration”), the Property consists of an approximately 9,180 square foot commercial building with nine retail storefronts, all of which are currently vacant. The Seller acquired the Property in May 2016 in connection with the foreclosure of a loan originally held by Woodbridge Mortgage Investment Fund 1, LLC in the original principal amount of \$750,000. Sharp Decl. ¶ 3. The Property has been formally listed on the multiple-listing service for approximately 700 days and the Purchaser’s all cash offer under the Purchase Agreement is the highest and otherwise best offer the Debtors have received. *Id.* ¶ 4. Accordingly, the

Debtors determined that selling the Property on an “as is” basis to the Purchaser is the best way to maximize the value of the Property. *Id.*

5. The Debtors’ Property Sales. The Debtors own over one hundred desirable high-end properties, primarily in California and Colorado.² During the pendency of the Chapter 11 Cases, the Debtors have, to date, obtained Court orders approving the sales of thirteen properties. [D.I. 574, 844, 893, 894, 1669, 1670, 1671, 1672, 1673, 1674, 1700, 1701 & 1708].

6. The Purchase Agreement. After an informal exchange of offers, on April 12, 2018, the Purchaser made an all cash offer on the Property in the amount of \$575,000. Sharp Decl. ¶ 5. On May 10, 2018, the Debtors countered the Purchaser’s offer with respect to certain non-price terms, which the Purchaser accepted. *Id.* The Debtors believe that this purchase price provides significant value and, accordingly, the Seller countersigned the final Purchase Agreement on May 10, 2018. *Id.* Under the Purchase Agreement, the Purchaser agreed to purchase the Property for \$575,000, with a \$15,000 initial cash deposit, and the balance of \$560,000 to be paid in cash at closing. *Id.* The deposit is being held by Fidelity National Title Company (the “Title Insurer”) as escrow agent.

7. Broker’s Fees. In connection with marketing the Property, the Debtors worked with Skyline Seven Real Estate (“Skyline”), a non-affiliated third-party brokerage company. A true and correct copy of the Exclusive Listing Agreement for Sale of Real Property (the “Broker Agreement”) is attached hereto as Exhibit B. The Broker Agreement provides the Seller’s broker with the exclusive and irrevocable right to market the Property for a fee in the amount of 6% of the contractual sale price (the “Broker Fee”). No broker fees are payable in connection with the Sale other than the Broker Fee payable to Skyline.

² Approximately (a) 63% of the Debtors’ properties are located in Colorado, (b) 36% in California, and (c) 1% in New York.

8. In the Debtors' business judgment, closing the Sale with Purchaser (and paying the associated Broker Fee) pursuant to the all cash offer set forth in the Purchase Agreement is the best way to maximize value for the Debtors' estates and is more favorable than continuing to hold and market the Property for sale and thereby risking obtaining a lower purchase price for the Property on less favorable terms, while incurring additional carrying costs for the Property.

9. Other Closing Costs. In addition to the Broker Fee, the Seller must also satisfy certain required costs associated with the sale and transfer of title of the Property to comply with the Purchase Agreement (the "Other Closing Costs"). The Other Closing Costs include, but are not limited to, recording fees, title insurance policy costs, prorated property taxes, city and county transfer taxes, and other items noted on the title report for the Property. The Debtors also rely on outside vendors for escrow and title services in connection with property sales. In general, vendors are mutually agreed on by the applicable Debtors and a purchaser prior to the acceptance of an offer.

10. Absent authority to pay Other Closing Costs, the Seller will be unable to close the Sale and receive sale proceeds. If the Seller is unable to make these payments, the Purchaser may be entitled to rescind the Purchase Agreement or assert other remedies that could lead to additional and unnecessary claims. Accordingly, the Debtors seek the ability to pay Other Closing Costs in connection with the Sale.

11. Proceeds of the Sale. All proceeds of the Sale (net of the Broker Fee and Other Closing Costs) shall be paid to the Debtors into the general account of Debtor Woodbridge Group of Companies, LLC, and such net proceeds shall be disbursed and otherwise treated by the Debtors in accordance with the *Final Order on Debtors' Motion for Entry of Interim and Final Orders (I) Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 507, and 552 Authorizing*

Debtors to (A) Obtain Postpetition Secured Financing, (B) Use Cash Collateral, (C) Grant Adequate Protection to Prepetition Secured Parties; (II) Modifying the Automatic Stay; (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(B) and 4001(C); and (IV) Granting Related Relief (the “Final DIP Order”).³

RELIEF REQUESTED

12. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, the Debtors request entry of the Sale Order substantially in the of Exhibit A hereto (i) authorizing the closing of the Sale pursuant to the Purchase Agreement, (ii) authorizing and approving the Purchase Agreement, and (iii) granting related relief.

13. The Debtors further request that filing of a copy of an order granting the relief sought herein in Henry County, Georgia may be relied upon by the Title Insurer to issue title insurance policies on the Property.

14. The Debtors further request authority to pay the Broker Fee to Skyline in an amount not to exceed an aggregate amount of 6% of gross sale proceeds out of such proceeds.

BASIS FOR RELIEF REQUESTED

I. Section 363 of the Bankruptcy Code Authorizes the Proposed Sale

15. Section 363(c)(1) of the Bankruptcy Code provides that where, as here, the Debtors are authorized to operate their business under section 1108 of the Bankruptcy Code, the Debtors may enter into transactions, including the sale of property of the estate, in the ordinary course of business, without notice or a hearing. 11 U.S.C. § 363(c)(1). Because the Debtors believe that the Sale is within the ordinary course of their operations, the Sale should be approved pursuant to section 363(c)(1).

³ A search of the land records as reflected in the title report dated April 9, 2018 (attached as Exhibit C hereto) reveals no cognizable interest of any lienholder (whether a Debtor lienholder or otherwise).

16. The Debtors do not believe that section 363(b)(1), which authorizes the sale of property of the estate other than in the ordinary course of business, applies to the Sale. Even if section 363(b)(1) did apply, however, authorization of the Sale would be appropriate because the Debtors have a sound business justification for the Sale. *See, e.g., Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (noting that under normal circumstances, courts defer to a trustee’s judgment concerning use of property under section 363(b) when there is a legitimate business justification); *In re Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983) (“Section 363(b) of the Code seems on its face to confer upon the bankruptcy judge virtually unfettered discretion to authorize the use, sale or lease, other than in the ordinary course of business, of property of the estate.”).

17. In determining whether a sale satisfies the business judgment standard, courts in the Third Circuit require: (i) that there be sound business reasons for the sale; (ii) that accurate and reasonable notice of the sale be given; (iii) that the sale yield an adequate price, *i.e.*, one that is fair and reasonable; and (iv) that the parties to the sale have acted in good faith. *See, e.g., Titusville Country Club v. Pennbank (In re Titusville Country Club)*, 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991).

18. The proposed Sale unquestionably satisfies the foregoing test. First, the Sale is supported by sound business reasons: after marketing and formally listing the Property for sale for approximately 700 days, the Debtors have concluded that selling the Property on an “as is” basis pursuant to Purchaser’s all cash offer is the best way to maximize value for the Debtors’ estates. Sharp Decl. ¶ 4. Second, the Debtors have provided reasonable and adequate notice of the sale to interested parties by serving notice of this Motion in accordance with Local Rule 9013-1(m), and submit that no other or further notice is necessary. Third, the Debtors believe

that the Purchase Agreement and the purchase price reflected therein represent a fair and reasonable offer for the Property, and which the Debtors have determined is a reasonable sale price relative to comparable properties in the market in which the Property is located. Sharp Decl. ¶ 4. The carrying costs for the Property are high, and the Debtors were unable to obtain a better purchase price on better terms after marketing and formally listing the Property for sale for almost two years. *Id.* Fourth, the Debtors submit that the Purchase Agreement was the product of good faith, arm's-length negotiations between the Purchaser and the Seller. *Id.* ¶ 6.

19. The Purchaser is not related to or an affiliate of the Debtors or any of their insiders or former insiders. *Id.* No non-debtor affiliate or current or former officer, director, employee, managing member or affiliate of any of the Debtors (other than Seller) is a party to, or broker in connection with, the Sale. Accordingly, the Debtors believe that the Purchaser should be entitled to the protections of section 363(m) of the Bankruptcy Code.

II. The Debtors Should Be Permitted to Sell the Property Free and Clear

20. Pursuant to section 363(f) of the Bankruptcy Code, a debtor may sell property free and clear of liens, claims, encumbrances, and other interests if any one of the following conditions is satisfied:

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

11 U.S.C. § 363(f).

21. Because section 363(f) is stated in the disjunctive, satisfaction of any one of its five requirements will suffice to warrant approval of the proposed Sale of the Property. *See Folger Adam Sec., Inc. v. De Matteis/MacGregor, J.V.*, 209 F.3d 252, 257 (3d Cir. 2000) (section 363(f) authorizes the sale of a debtor's assets free and clear of all liens, claims, and interests if "any one of [the] five prescribed conditions" is satisfied); *In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) (property may be sold "free and clear" if at least one of the subsections of section 363(f) is met); *In re DVI, Inc.*, 306 B.R. 496, 504 (Bankr. D. Del. 2004) (upholding sale of debtors' property free and clear where there was a bona fide dispute).

22. The Debtors are unaware of any liens, claims, encumbrances, or interests existing against the Property. However, to the extent any of the foregoing exist, the Debtors respectfully submit that they will satisfy one of the subsections of section 363(f) with respect to any such lien, claim, encumbrance, or interest.⁴

REQUEST FOR WAIVER OF STAY

23. Any delay in permitting the Debtors to close the Sale could jeopardize the Sale with the Purchaser and therefore would be detrimental to the Debtors, their creditors, and their estates. Accordingly, and to successfully implement the foregoing, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of any order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

⁴ Moreover, if a holder of a lien, claim, encumbrance, or other interest receives the requisite notice of this Motion and does not object within the prescribed time period, such holder will be deemed to have consented to the proposed Sale, and the Property may then be sold free and clear of such holder's liens, claims, encumbrances, and other interests pursuant to the terms proposed herein. *See, e.g., Veltman v. Whetzel*, 93 F.3d 517, 521 (8th Cir. 1996) (failure to object to notice of sale or attend hearing deemed consent to sale for purposes of section 363 of the Bankruptcy Code); *In re Enron Corp.*, No. 01-16034 (AJG), 2004 WL 5361245, at *2 (Bankr. S.D.N.Y. Feb. 5, 2004) (same); *Hargrave v. Pemberton (In re Tabore, Inc.)*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (same); *In re Christ Hosp.*, 502 B.R. 158, 174 (Bankr. D.N.J. 2013), *aff'd*, No. CIV.A. 14-472 ES, 2014 WL 4613316 (D.N.J. Sept. 12, 2014) ("Given adequate notice, failure to object to a § 363 sale has been found to constitute consent per § 363(f)(2) to a "free and clear" sale of the non-objector's interests in property being sold.") (citations omitted).

NOTICE

24. The Debtors have provided notice of this Motion to: (i) the Office of the United States Trustee for the District of Delaware, (ii) counsel to the DIP Lender, (iii) counsel for the Committee, (iv) counsel for the Noteholder Group, (v) counsel for the Unitholder Group, (vi) all Noteholders known by the Debtors to have interests in any loan documents associated with the Property, (vii) all contractors and contract counterparties known by the Debtors to have been associated with the Property, (viii) the Title Insurer, (ix) Skyline, and (x) all parties that have requested notice in these Chapter 11 Cases pursuant to Local Rule 2002-1. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter an order substantially in the form filed herewith, granting the relief requested herein and such other and further relief as may be just and proper under the circumstances.

Dated: May 15, 2018
Wilmington, Delaware

/s/ Ian J. Bambrick
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Sean M. Beach (No. 4070)
Edmon L. Morton (No. 3856)
Ian J. Bambrick (No. 5455)
Allison S. Mielke (No. 5934)
Rodney Square, 1000 North King Street
Wilmington, Delaware 19801
Tel: (302) 571-6600
Fax: (302) 571-1253

-and-

KLEE, TUCHIN, BOGDANOFF & STERN LLP
Kenneth N. Klee (*pro hac vice*)
Michael L. Tuchin (*pro hac vice*)
David A. Fidler (*pro hac vice*)
Jonathan M. Weiss (*pro hac vice*)
1999 Avenue of the Stars, 39th Floor
Los Angeles, California 90067

Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WOODBIDGE GROUP OF COMPANIES, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 17-12560 (KJC)
(Jointly Administered)

Hearing Date:

June 5, 2018 at 11:00 a.m. (ET)

Objection Deadline:

May 29, 2018 at 4:00 p.m. (ET)

NOTICE OF MOTION

TO: (I) THE OFFICE OF THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE, (II) COUNSEL TO THE DIP LENDER, (III) COUNSEL FOR THE COMMITTEE, (IV) COUNSEL FOR THE NOTEHOLDER GROUP, (V) COUNSEL FOR THE UNITHOLDER GROUP, (VI) ALL NOTEHOLDERS KNOWN BY THE DEBTORS TO HAVE INTERESTS IN ANY LOAN DOCUMENTS ASSOCIATED WITH THE PROPERTY, (VII) ALL CONTRACTORS AND CONTRACT COUNTERPARTIES KNOWN BY THE DEBTORS TO HAVE BEEN ASSOCIATED WITH THE PROPERTY, (VIII) THE TITLE INSURER, (IX) SKYLINE, AND (X) ALL PARTIES THAT HAVE REQUESTED NOTICE IN THESE CHAPTER 11 CASES PURSUANT TO LOCAL RULE 2002-1.

PLEASE TAKE NOTICE that Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”) have filed the attached *Debtors’ Motion for Entry of an Order (I) Authorizing the Sale of 747 Davis Road, Stockbridge, Georgia Property Owned by the Debtors Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (II) Approving the Related Purchase Agreement; and (III) Granting Related Relief* (the “Motion”).

PLEASE TAKE FURTHER NOTICE that responses or objections to the Motion must be filed on or before **May 29, 2018 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 North Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of any response or objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

¹ The last four digits of Woodbridge Group of Companies, LLC’s federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of this information may be obtained on the website of the Debtors’ noticing and claims agent at www.gardencitygroup.com/cases/WGC, or by contacting the undersigned counsel for the Debtors.

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE MOTION BE HELD ON JUNE 5, 2018 AT 11:00 A.M. (ET) BEFORE THE HONORABLE KEVIN J. CAREY IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 5TH FLOOR, COURTROOM NO. 5, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT, IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THEN THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.

Dated: May 15, 2018
Wilmington, Delaware

/s/ Ian J. Bambrick
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Sean M. Beach (No. 4070)
Edmon L. Morton (No. 3856)
Ian J. Bambrick (No. 5455)
Allison S. Mielke (No. 5934)
Rodney Square, 1000 North King Street
Wilmington, Delaware 19801
Tel: (302) 571-6600
Fax: (302) 571-1253

-and-

KLEE, TUCHIN, BOGDANOFF & STERN LLP
Kenneth N. Klee (*pro hac vice*)
Michael L. Tuchin (*pro hac vice*)
David A. Fidler (*pro hac vice*)
Jonathan M. Weiss (*pro hac vice*)
1999 Avenue of the Stars, 39th Floor
Los Angeles, California 90067

Counsel to the Debtors and Debtors in Possession

EXHIBIT A

PROPOSED ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WOODBRIIDGE GROUP OF COMPANIES,
LLC, et al.,¹

Debtors.

Case No. 17-12560 (KJC)

(Jointly Administered)

Chapter 11

Ref. Docket No. _____

ORDER (I) AUTHORIZING THE SALE OF 747 DAVIS ROAD, STOCKBRIDGE, GEORGIA PROPERTY OWNED BY THE DEBTORS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (II) APPROVING RELATED PURCHASE AGREEMENT; AND (III) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² filed by the above-captioned debtors and debtors in possession (collectively, the “Debtors”) in these chapter 11 cases (the “Chapter 11 Cases”) for entry of an order (i) authorizing the sale (the “Sale”) of certain real property owned by the Debtor Bellflower Funding, LLC (the “Seller”) located at 747 Davis Road, Stockbridge, Georgia (the “Land”), together with Seller’s right, title, and interest in and to the buildings located thereon and any other improvements and fixtures located thereon (collectively, the “Improvements” and together with the Land, the “Real Property”), and any and all of the Seller’s right, title, and interest in and to the tangible personal property and equipment remaining on the Real Property as of the date of the Closing (collectively, the “Personal Property” and, together with the Real Property, the “Property”) on an “as is, where is” basis, free and clear of any and all liens, claims, encumbrances, and other interests to Raj Kasireddy (together with any assignee,

¹ The last four digits of Woodbridge Group of Companies, LLC’s federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14140 Ventura Blvd #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of this information may be obtained on the website of the Debtors’ noticing and claims agent at www.gardencitygroup.com/cases/WGC, or by contacting the undersigned counsel for the Debtors.

² Capitalized terms used but not defined herein have the meaning assigned to such terms in the Motion.

the “Purchaser”) pursuant to the terms and conditions of that certain Seller’s Counter Offer dated as of May 10, 2018 (as may be amended, supplemented, or otherwise modified from time to time, the “Purchase Agreement”) by and between the Seller and the Purchaser, a copy of which is attached as Exhibit 1 hereto; (ii) authorizing and approving the terms of the Purchase Agreement, and (iii) granting certain related relief; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having found that good and sufficient cause exists for granting the Motion; and it appearing that the relief requested in the Motion is appropriate in the context of these Chapter 11 Cases and in the best interests of the Debtors and their respective estates, their creditors, and all other parties-in-interest; and it appearing that notice of the Motion was adequate and proper under the circumstances of these Chapter 11 Cases, and that no other or further notice need be given; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Purchase Agreement is authorized and approved in its entirety.
3. Pursuant to sections 105 and 363 of the Bankruptcy Code, the Debtors are authorized, in their discretion and in the exercise of their business judgment, to sell the Property pursuant to the Purchase Agreement free and clear of all liens, claims, interests, and encumbrances, to perform all obligations under the Purchase Agreement (including payment of the Broker Fee and Other Closing Costs out of the proceeds of the Sale), and to take any other reasonable actions that may be necessary in the Debtors’ good faith business judgment to effectuate closing of the Sale, and that any actions taken by the Debtors necessary or desirable to consummate such transactions prior to the entry of this Order are hereby ratified.

4. The Debtors and any intermediary financial institution, title company, and closing attorney participating in the closings of the Sale are authorized to transfer title and deed property, and take any other actions as may be necessary to transfer ownership of the Property to the Purchaser.

5. All persons and entities holding liens, claims, interests or encumbrances with respect to the Property are hereby barred from asserting such liens, claims, interests or encumbrances against the Purchaser, its successors or assigns, or the Property.

6. All proceeds of the Sale (net of the Broker Fee and Other Closing Costs) shall be paid to the Debtors into the general account of Debtor Woodbridge Group of Companies, LLC, and such net proceeds shall be disbursed and otherwise treated by the Debtors in accordance with the *Final Order on Debtors' Motion for Entry of Interim and Final Orders (I) Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 507, and 552 Authorizing Debtors to (A) Obtain Postpetition Secured Financing, (B) Use Cash Collateral, (C) Grant Adequate Protection to Prepetition Secured Parties; (II) Modifying the Automatic Stay; (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(B) and 4001(C); and (IV) Granting Related Relief.*

7. The Debtors are authorized and empowered to pay the Broker Fee to Skyline in an amount up to 6% of the gross sale proceeds out of such proceeds.

8. The Purchase Agreement is undertaken by the Debtors and Purchaser in good faith and that, pursuant to Bankruptcy Code § 363(m), the reversal or modification on appeal of any sale consummated pursuant to the terms of this Order shall not affect the validity of such sale unless such sale was stayed pending appeal.

9. Filing of a copy of this Order in the county in which the Property is situated may be relied upon by all title insurers in order to issue title insurance policies on the Property.

10. Any title insurer, escrow agent, or other intermediary participating in a closing of the Sale of the Property is authorized to disburse all funds at the closing of the Sale pursuant to the applicable settlement statement or escrow instructions provided by the parties to such Sale.

11. The Debtors shall be authorized and empowered to take any necessary actions to implement and effectuate the terms of this Order.

12. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry notwithstanding any applicability of Bankruptcy Rule 6004(h).

13. The terms and provisions of this Order and any actions taken pursuant hereto shall (i) survive entry of any order converting the Debtors' cases to chapter 7 or dismissing the Debtors' cases (or any of them), and (ii) continue in this or any superseding case under the Bankruptcy Code of any of the Debtors.

14. The provisions of this Order shall be binding upon the Debtors and their successors and assigns, including, without limitation, any trustee or other fiduciary hereafter appointed as legal representative of the Debtors or with respect to property of the estates of the Debtors, whether under chapter 11 of the Bankruptcy Code, any confirmed plan, or any subsequent chapter 7 case.

15. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such motion and to have satisfied Bankruptcy Rule 6004(a).

16. This Court shall retain jurisdiction and power with respect to all matters arising from or related to the interpretation and implementation of this Order.

Dated: _____, 2018
Wilmington, Delaware

KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Purchase Agreement

SELLER'S COUNTEROFFER

THIS COUNTEROFFER (this “**Counter-Offer**” or “**Agreement**”), dated as of May 10, 2018, is intended to set forth the terms and conditions of a contract for the purchase and sale to RAJ KASIREDDY, an individual (“**Buyer**”), from BELLFLOWER FUNDING LLC, a Delaware limited liability company (“**Seller**”) with respect to that certain property located at 747 Davis Road, in the City of Stockbridge, County of Henry, State of Georgia, and identified by Assessor Parcel Number S02-05009000 (the “**Property**”). This Agreement is a Counter-Offer to that certain Letter of Intent to Purchase signed by Buyer with respect to the Property and dated as of April 12, 2018 (the “**Offer**”). When mutually executed by Buyer and Seller and then affirmed by Seller in accordance with Section 9.21 of this Agreement, this Agreement and Seller’s Affirmation will constitute the complete agreement between Buyer and Seller with respect to the purchase and sale of the Property and will supersede and replace, in their entirety, all prior negotiations and written offers and counteroffers between Buyer and Seller with respect to the Property including, without limitation, the Offer. Buyer and Seller may be referred to herein each individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

- A. Seller is the owner of the Property.
- B. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer on the terms and conditions set forth herein.
- C. Seller is currently the subject of bankruptcy proceedings pending in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) under case number 17-12560 (KJC) (the “**Bankruptcy Proceedings**”) and, therefore, the Agreement is subject to the approval of the Bankruptcy Court as more specially set forth herein.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I SALE

1.1 Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller, subject to the terms and conditions set forth herein.

ARTICLE II PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Property shall be the sum of Five Hundred Seventy-Five Thousand and No/100 Dollars (\$575,000.00) (the “**Purchase Price**”). The Purchase Price shall be subject to the closing adjustments as set forth in Section 5.4 hereof.

2.2 Payment of Purchase Price. Buyer shall pay the Purchase Price to Seller as follows:

(a) Deposit. Within two (2) business days following the mutual execution of this Agreement, together with Seller's final acceptance thereof pursuant to the execution of the Affirmation of Agreement (defined in Section 9.21 below), Buyer shall deliver to Bobbie Purdy of Fidelity National Title ("**Escrow Holder**"), the sum of Fifteen Thousand and No/100 Dollars (\$15,000) by wire transfer or cashier's check (the "**Deposit**"). Escrow Holder's contact information is as follows:

Fidelity National Title
915 Wilshire Blvd., Suite 1920
Los Angeles, CA 90017
Attention: Bobbie Purdy
Phone No. (213) 452-7104
Fax No.: (213) 452-7148
Email address: bobbie.purdy@fnf.com

If the Deposit is not received by Escrow Holder on or before the date required herein, Seller shall have the right to terminate this Agreement whereupon neither Party shall have any further rights or obligations hereunder other than those matters which expressly survive the termination hereof. The Deposit shall be non-refundable to Buyer except in the event the sale of the Property is not consummated because of (i) Seller's breach or default under this Agreement, (ii) failure of Buyer condition to Closing under Section 4.2 below, or (iii) failure to obtain Bankruptcy Court approval of this Agreement in accordance with Section 4.3 below. If the sale of the Property as contemplated hereunder is consummated, the Deposit shall be credited towards payment of the Purchase Price at the Closing.

(b) Balance of Purchase Price. The Purchase Price less the sum of the Deposit (the "**Purchase Price Balance**") shall be deposited with Escrow Holder by Buyer in immediately available funds no later than two (2) business days prior to the Closing in accordance with Section 5.2(a) below.

ARTICLE III ESCROW

3.1 Deposit with Escrow Holder and Escrow Instructions. Upon the mutual execution of this Agreement by the Parties, together with Seller's final acceptance thereof pursuant to the execution of the Affirmation of Agreement, each Party shall promptly deposit an executed copy of this Agreement with Escrow Holder with instructions to open an escrow for the transaction hereunder (the "**Escrow**"). This Agreement shall serve as the instructions to Escrow Holder for the consummation of the transaction contemplated hereby. The Parties shall execute such additional and supplementary escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict or inconsistency between the terms and provisions of this Agreement and the terms and provisions of any such additional or supplementary escrow instructions, the terms and provisions of this Agreement shall control, notwithstanding that any such additional or supplemental escrow instructions constitute a later signed writing between the Parties.

3.2 Proof of Funds. Within two (2) business following Seller's execution of the Affirmation of Agreement, Buyer shall deliver to Seller proof of committed funds available to Buyer sufficient to enable Buyer to consummate the acquisition of the Property pursuant to this Agreement, which proof shall be in the form of a letter of credit, loan commitment, bank statement, or other form acceptable to Seller in Seller's sole discretion. If (i) Buyer fails timely to provide such proof of committed funds, or (ii) Seller determines, in Seller's sole discretion, that the proof of funds provided to Seller by Buyer is unacceptable, then Seller shall have the right, at Seller's option, to provide written notice to Buyer that this Agreement is terminated. If Seller exercises such termination right, then this Agreement shall be deemed terminated effective as of the date that Seller delivers written notice of termination to Buyer, whereupon (I) the Deposit (if theretofore deposited with the Escrow Holder) shall be returned to Buyer, and (II) Buyer and Seller shall each be relieved of any further obligations under this Agreement.

3.3 Closing. The closing hereunder (the "**Closing**") shall mean the recording, in the official records of Henry County, Georgia of a Limited Warranty Deed conveying title to the Real Property from Seller to Buyer (the "**Deed**"). The Closing shall take place as soon as practicable after the entry of an order by the Bankruptcy Court approving the sale of the Property pursuant to this Agreement (the "**Sale Order**"), but no later than fifteen (15) days following the entry of the Sale Order (or the first business day thereafter, if such 15th day is not a business day) (the "**Closing Date**"), or on such later date as Buyer and Seller may mutually agree in writing; provided, however, Seller shall have the right to extend the Closing Date by up to an additional five (5) business days upon delivery of written notice to Seller. Subject to the provisions of ARTICLE VIII hereof, if the Closing does not occur on or before the Closing Date (as same may be extended hereunder), then Escrow Holder shall, unless it is notified by both Parties to the contrary within five (5) days after the Closing Date, return to the depositor thereof items which may have been deposited hereunder. Any such return or termination, shall not, however, relieve either Party of any liability it may have under the terms of this Agreement for its wrongful failure to close.

ARTICLE IV CONDITIONS TO CLOSING

4.1 No Inspection Contingencies. Buyer acknowledges and agrees that (i) Buyer has independently verified the value of the Property and the viability of the Property for Buyer's intended use, (ii) Buyer is purchasing the Property based solely upon such independent verification of value and viability and not in reliance upon any representations by Seller or any party representing Seller in connection with this transaction including, without limitation, Broker (defined in Section 9.2 below), and (iii) Buyer's obligation to purchase the Property is not subject to any due diligence contingencies.

4.2 Title. Buyer's obligation to purchase the Property is conditioned upon Seller delivering to Buyer, at the Closing, marketable and insurable title to the Property. The aforementioned condition shall be deemed satisfied if Fidelity National Title Company or another title company of Seller's choice (the "**Title Company**") has issued to Buyer a written commitment to issue a CLTA owner's policy of insurance, insuring fee title to the Property vested in Buyer as of the Closing Date, with coverage in the amount of the Purchase Price and subject to no judgments or monetary liens or encumbrances, other than a lien for property taxes not yet delinquent.

4.3 Bankruptcy Sale. Buyer acknowledges that (i) Seller is a “debtor-in-possession” in the Bankruptcy Proceedings, and (ii) this Agreement is subject to notice to creditors and the approval of the Bankruptcy Court. Buyer acknowledges that, in order to obtain Bankruptcy Court approval of this Agreement, Seller must demonstrate that it has taken reasonable steps to obtain the highest or otherwise best offer possible for the Property. Buyer further acknowledges and agrees that Seller may decide not to seek the Bankruptcy Court’s approval of this Agreement, if Seller determines that to do so would be inconsistent with its fiduciary duties, and, upon such determination, Seller may terminate this Agreement. If Seller is not able to obtain Bankruptcy Court approval of this Agreement, then Seller shall have the right to terminate this Agreement by delivering written notice of termination to Seller, in which event Escrow Holder shall return the Deposit to Buyer and neither Party shall have any further rights, duties or obligations hereunder.

ARTICLE V CLOSING AND ESCROW

5.1 Delivery by Seller. Not later than one (1) business day prior to the Closing Date, Seller shall deposit with Escrow Holder the following:

- (a) The original Deed, duly executed and acknowledged by Seller, in recordable form, and ready for recordation on the Closing Date;
- (b) Seller’s estimated settlement statement in form and content consistent with this Agreement and otherwise reasonably satisfactory to Seller;
- (c) An affidavit of Seller’s residence, an affidavit of Seller’s gain or an affidavit of exemption, whichever is applicable pursuant to O.C.G.A. §48-7-128, in form reasonably agreed upon by Seller and Buyer or otherwise in customary form;
- (d) A Non-Foreign Affidavit, duly executed by Seller and satisfying the requirements set forth in Section 1445 of the Internal Revenue Code of 1986, as amended; and
- (e) Any other documents or instruments reasonably required by Escrow Holder, the Title Company or the Bankruptcy Court in order to convey the Property to Buyer at the Closing.

5.2 Delivery by Buyer. Not later than one (1) business day prior to the Closing Date, Buyer shall deposit with Escrow Holder the following:

- (a) The Purchase Price Balance, together with Buyer’s share of the closing adjustments pursuant to Section 5.4 below, for disbursement in accordance with the terms and provisions of this Agreement, to be held by Escrow Holder pursuant to disbursement instructions mutually acceptable to Buyer and Seller;
- (b) Buyer’s estimated settlement statement in form and content consistent with this Agreement and otherwise reasonably satisfactory to Buyer; and

(c) Any other documents or instruments reasonably required by Escrow Holder, the Title Company or the Bankruptcy Court in order to convey the Property to Buyer at the Closing.

5.3 Other Instruments. In addition to the documents and instruments to be delivered as herein provided, each of the Parties shall, from time to time at the request of the other Party, execute and deliver to the other Party such other instruments of transfer, conveyance and assignment and shall take such other action as may be reasonably required to effectively carry out the terms of this Agreement; provided that no such document or act will impose additional obligations on either Party that are not already contemplated by this Agreement.

5.4 Prorations and Adjustments.

(a) Taxes. Real property taxes and assessments shall be prorated as of the Closing Date, and any required payments or credits shall be made by the applicable Party through Escrow upon receipt of said proration.

(b) Utilities. All charges and payments for utility services shall be prorated as of the Closing Date, all of which shall be read promptly before Closing, unless Seller elects to close its own applicable account, in which event Buyer shall open its own account and the respective charges shall not be prorated. Seller shall not assign to Buyer any deposits which Seller has with any utility companies servicing the Property.

(c) Insurance. Buyer shall be responsible for obtaining appropriate insurance covering the Property on and after the Closing Date; accordingly there shall be no proration of the same.

(d) Survival. If any of the foregoing cannot be apportioned at the Closing because of the unavailability of the amounts which are to be apportioned, such items shall be apportioned by the Parties outside escrow as soon as practicable after the Closing Date. The post-Closing covenants of the Parties set forth in this Section 5.4 shall survive the Closing.

5.5 Costs and Expenses.

(a) Seller shall pay, through the Escrow at the Closing, all transfer taxes attributable to this transaction.

(b) Buyer shall pay, through the Escrow at the Closing, all closing costs other than those payable by Seller hereunder including, without limitation, (i) the premium for the Buyer's owner's policy of title insurance and any endorsements thereto, (ii) the premium for the lender's policy of title insurance and endorsements thereto issued to Buyer's lender, (iii) all recording fees, and (iv) Escrow Holder's fee.

(c) Notwithstanding anything contained herein to the contrary, except as otherwise specifically set forth herein, each Party shall be responsible for its own legal and accounting expenses incurred in connection with the subject matter of this Agreement.

**ARTICLE VI
ACCEPTANCE OF PROPERTY AS IS, WHERE IS**

BUYER ACKNOWLEDGES AND AGREES THAT (I) SELLER ACQUIRED THE PROPERTY BY FORECLOSURE AND HAS NEVER OCCUPIED OR OPERATED THE PROPERTY AND, AS SUCH, SELLER IS NOT VESTED WITH KNOWLEDGE OF THE PROPERTY ORDINARILY EXPECTED OF A SELLER OF REAL PROPERTY, AND (II) BUYER WILL BE CONCLUDING THE PURCHASE OF THE PROPERTY BASED SOLELY UPON BUYER'S OWN INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, AND ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS, LATENT AND PATENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR ANY OF SELLER'S AGENTS OR REPRESENTATIVES HAS MADE, AND SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, ON WHICH BUYER IS RELYING AS TO ANY MATTER CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, MATTERS RELATING TO THE ZONING, LAND-USE OR OTHER ENTITLEMENTS, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND/OR SOILS, SEISMIC, GEOTECHNICAL AND/OR OTHER MATTERS RELATING TO THE CONDITION OF THE PROPERTY.

BUYER ACKNOWLEDGES AND AGREES THAT (I) ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY BY OR ON BEHALF OF SELLER, INCLUDING WAS OBTAINED FROM A VARIETY OF SOURCES, (II) SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION, (III) ALL SUCH INFORMATION HAS BEEN AND SHALL BE PROVIDED SOLELY AS AN ACCOMMODATION TO BUYER, (IV) SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION, AND (V) SELLER IS NOT, AND SHALL NOT BE, LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION OR CONDITION THEREOF, FURNISHED BY OR ON BEHALF OF SELLER OR ANY CONSULTANT, ADVISOR, ATTORNEY, REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, OR OTHER PERSON. AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS, WHERE-IS," AND "WITH ALL FAULTS", AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR RIGHTS AGAINST THE SELLER PARTIES (AS HEREINAFTER DEFINED) ARISING OUT OF THE INACCURACY OR INCOMPLETENESS OF ANY MATERIALS SO FURNISHED, ARISING OUT OF ANY ALLEGED DUTY OF THE SELLER PARTIES TO ACQUIRE, SEEK OR OBTAIN SUCH MATERIALS, OR ARISING OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO,

A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS, AND CLAIMS, LIABILITIES, DEMANDS OR CAUSES OF ACTION OF EVERY KIND AND TYPE, WHETHER STATUTORY, CONTRACTUAL OR UNDER TORT PRINCIPLES, AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, CLAIMS REGARDING DEFECTS WHICH MIGHT HAVE BEEN DISCOVERABLE, CLAIMS REGARDING DEFECTS WHICH WERE NOT OR ARE NOT DISCOVERABLE, PRODUCT LIABILITY CLAIMS, PRODUCT LIABILITY TYPE CLAIMS, ALL OTHER EXISTING OR LATER CREATED OR CONCEIVED STRICT LIABILITY OR STRICT LIABILITY TYPE CLAIMS AND RIGHTS, AND ANY AND ALL CLAIMS RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS UNDER CERCLA AND RCRA.

EFFECTIVE UPON THE CLOSING DATE, AND TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER HEREBY RELEASES, DISCHARGES AND FOREVER ACQUITS SELLER AND EVERY ENTITY AFFILIATED WITH SELLER AND ALL OF ITS AND THEIR RESPECTIVE PARTNERS, MEMBERS, MANAGERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS AND INDEPENDENT CONTRACTORS AND THE SUCCESSOR OF EACH AND EVERY ONE OF THEM (COLLECTIVELY, THE "SELLER PARTIES") FROM ALL DEMANDS, CLAIMS, LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES WHICH BUYER MAY SUFFER OR INCUR RELATING TO THE PROPERTY. SPECIFICALLY, AND NOT BY WAY OF LIMITATION, BUYER HEREBY RELEASES, DISCHARGES AND FOREVER ACQUITS THE SELLER PARTIES FROM ALL DEMANDS, CLAIMS, LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES ARISING OUT OF OR OTHERWISE RELATING TO THE CONDITION OF THE PROPERTY. AS PART OF THE PROVISIONS OF THIS ARTICLE, BUT NOT AS A LIMITATION THEREON, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED, AND BUYER HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS WHICH IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT, BY VIRTUE OF THE PROVISIONS OF FEDERAL, STATE OR LOCAL LAWS, RULES OR REGULATIONS.

IN THIS CONNECTION AND TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT FACTUAL MATTERS NOW UNKNOWN TO BUYER MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND BUYER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES HEREIN HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND THAT BUYER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE AND ACQUIT THE SELLER PARTIES FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH MIGHT IN ANY WAY BE INCLUDED IN THE WAIVERS AND MATTERS RELEASED AS SET FORTH IN THIS ARTICLE. THE PROVISIONS OF THIS

ARTICLE ARE MATERIAL AND INCLUDED AS A MATERIAL PORTION OF THE CONSIDERATION GIVEN TO SELLER BY BUYER IN EXCHANGE FOR SELLER'S PERFORMANCE HEREUNDER. SELLER HAS GIVEN BUYER MATERIAL CONCESSIONS REGARDING THIS TRANSACTION IN EXCHANGE FOR BUYER AGREEING TO THE PROVISIONS OF THIS ARTICLE. BUYER HAS INITIALED THIS ARTICLE TO FURTHER INDICATE ITS AWARENESS AND ACCEPTANCE OF EACH AND EVERY PROVISION HEREOF.



BUYER'S INITIALS:

**ARTICLE VII
LOSS BY FIRE OR OTHER CASUALTY; CONDEMNATION**

If, prior to the Closing, the Property is destroyed or materially damaged, or if condemnation proceedings are commenced against a material portion of the Property (each, a "Material Loss"), Buyer shall have the right, at its option, exercisable by giving written notice of such decision to Seller within five (5) business days after receiving written notice from Seller that the Property has suffered a Material Loss, to either: (a) terminate this Agreement, in which case Escrow Holder shall return the Deposit to Buyer and, except for those matters which expressly survive any termination hereof, neither Party shall have any further rights or obligations hereunder, or (b) accept the Property in its then condition with no reduction of the Purchase Price. Buyer's failure to give written notice of its election within such timeframe shall be deemed to be Buyer's election not to terminate this Agreement and to accept the Property in its then condition in accordance with clause (b) of the immediately preceding sentence. If Buyer elects to accept (or is deemed to have accepted) the Property in its then condition, all proceeds of insurance or condemnation awards payable by reason of such damage, destruction or condemnation, if any, shall be paid or assigned to Buyer at the Closing. If the damage or condemnation does not result in a Material Loss, then (i) Buyer shall have no right to terminate this Agreement, and (ii) Seller shall assign to Buyer at the Closing all proceeds of insurance or condemnation awards payable by reason of such damage or condemnation, if any. As used in this ARTICLE VII, "destroyed" means complete destruction of the improvements upon the Property, and "material" damage, or the loss of a "material portion" of the Property, means any damage or loss that: (I) results in repair or restoration costs in excess of twenty percent (20%) of the Purchase Price; or (II) results in the Property being uncopyable for a period in excess of six (6) months following the Closing.

**ARTICLE VIII
DEFAULT; REMEDIES**

8.1 Seller's Remedies; Liquidated Damages. IF THE TRANSACTION CONTEMPLATED HEREBY IS NOT CONSUMMATED BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, AS SELLER'S SOLE AND EXCLUSIVE REMEDY BY REASON OF SUCH DEFAULT BY BUYER, THE AMOUNT OF THE DEPOSIT SHALL BE PAID TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT, IN THE EVENT THE TRANSACTION CONTEMPLATED HEREBY IS NOT CONSUMMATED BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE

PART OF BUYER, SELLER'S ACTUAL DAMAGES BY REASON OF SUCH DEFAULT BY BUYER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE AMOUNT OF THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES IN THE EVENT THE TRANSACTION CONTEMPLATED HEREBY IS NOT CONSUMMATED BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 8.1, IF BUYER BRINGS AN ACTION AGAINST SELLER FOR AN ALLEGED BREACH OR DEFAULT BY SELLER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, RECORDS A LIS PENDENS OR ENJOINS OR RESTRICTS SELLER'S ABILITY TO SELL AND TRANSFER THE PROPERTY OR REFUSES TO CONSENT TO OR INSTRUCT ESCROW HOLDER WITH REGARD TO THE RELEASE OF THE DEPOSIT TO SELLER IF REQUIRED BY ESCROW HOLDER (EACH, A "BUYER'S ACTION"), SELLER SHALL NOT BE RESTRICTED BY THE PROVISIONS OF THIS SECTION 8.1 FROM BRINGING AN ACTION AGAINST BUYER SEEKING EXPUNGEMENT OR RELIEF FROM ANY IMPROPERLY FILED LIS PENDENS, INJUNCTION OR OTHER RESTRAINT, AND/OR RECOVERING FEES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) WHICH SELLER MAY SUFFER OR INCUR AS A RESULT OF ANY BUYER'S ACTION, BUT ONLY TO THE EXTENT THAT SELLER IS THE PREVAILING PARTY; AND THE AMOUNT OF ANY SUCH FEES, COSTS AND EXPENSES AWARDED TO SELLER SHALL BE IN ADDITION TO THE LIQUIDATED DAMAGES SET FORTH HEREIN. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO LIMIT BUYER'S LIABILITY TO SELLER FOR DAMAGES OR INJUNCTIVE RELIEF FOR BREACH OF BUYER'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR FOR ATTORNEYS' FEES AND COSTS AS PROVIDED IN SECTION 9.9 BELOW.


BUYER'S INITIALS:

8.2 Buyer's Remedies.

(a) If the transaction contemplated by this Agreement is not consummated by the Closing Date because of a default hereunder on the part of Seller, then Buyer's sole and exclusive remedy by reason of such default by Seller shall be to terminate this Agreement, in which event neither Party shall have any further rights, duties or obligations under this Agreement and the Deposit shall be returned to Buyer. Buyer hereby expressly waives any and all rights to claim specific performance of this Agreement and to record a lis pendens upon the Property.

(b) If the Closing of the transactions hereunder shall have occurred, Seller shall have no liability to Buyer (and Buyer shall make no claim against Seller) for a breach of any alleged representation or warranty, failure to disclose, or any other covenant, agreement or obligation of Seller, or for indemnification under this Agreement or any document executed by Seller in connection with this Agreement.

8.3 The provisions of this ARTICLE VIII shall survive the Closing.

**ARTICLE IX
MISCELLANEOUS**

9.1 Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent by United States mail, registered or certified mail, postage prepaid, return receipt requested, or by facsimile, or by personal delivery (by overnight courier or otherwise), or by electronic mail (email) and addressed as follows:

If to Seller: c/o Woodbridge Group of Companies, LLC
14225 Ventura Blvd., Suite 100
Sherman Oaks, CA 91423
Attn: Frederick Chin, CEO
E-mail: fchin1@gmail.com

With a copy to: Glaser Weil LLP
10250 Constellation Boulevard, 19th Floor
Los Angeles, California 90067
Attn: Saul Breskal, Esq.
Fax No.: (310) 556-2920
Email: sbreskal@glaserweil.com

And a copy to: Klee, Tuchin, Bogdanoff & Stern, LLP
1999 Avenue of the Stars, 39th Floor
Los Angeles, California 90067
Attention: David A. Fidler, Esq. and Jonathan M. Weiss, Esq.
Fax No.: (310) 407-9090
Email: dfidler@ktbslaw.com; jweiss@ktbslaw.com

If to Buyer: Raj Kasireddy
4470 Sandalwood Way
Cumming, GA 30041
Fax No.: (678) 557-7976

If to Escrow Holder: At the address specified in Section 2.2(a) above.

or such other address as either Party may from time to time specify in writing to the other in the manner aforesaid. If sent by United States mail, registered or certified mail, postage prepaid, return receipt requested, such notices or other communications shall be deemed delivered upon delivery or refusal to accept delivery as indicated on the return receipt. If sent by personal delivery (by overnight courier or otherwise), such notices or other communications shall be deemed delivered upon delivery, or refusal thereof. If sent by facsimile or email, such notices or other communications shall be deemed delivered upon delivery, provided such fax or email is sent prior to 5:00 p.m. Pacific Time on such date (otherwise such fax or email shall be deemed to be delivered and effective as of the next business day), and provided further that delivery is also made promptly thereafter by mail or overnight courier as provided above.

9.2 Brokers and Finders. In connection with the transactions contemplated by this Agreement, Buyer and Seller hereby each represents and warrants to the other that, other than Skyline Seven Real Estate (“**Broker**”), it has not, and shall not, incur any obligation to any third party for the payment of any broker’s fee, finder’s fee, commission or other similar compensation in connection with the transactions contemplated by this Agreement. Subject to Bankruptcy Court approval, Seller shall pay to Broker, through Escrow at the Closing, commission equal to six percent (6%) of the Purchase Price. No commission or compensation shall be due or payable by Seller to any brokers, including Broker, in connection with this Agreement or the sale of the Property, unless the Escrow closes in accordance with this Agreement. Buyer shall indemnify and defend Seller against any claims by third parties for payments of a finder’s fee, commission or other similar compensation in connection herewith if such third party claims that it represented Buyer in connection with the transaction under this Agreement, unless such third party is Broker and then only to the extent of the amount of the commission payable to Broker under this Section. The provisions of this Section 9.2 shall survive the execution and delivery (or termination) of this Agreement and the Closing.

9.3 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors, heirs, administrators and assigns, except that Buyer shall not assign its interests under this Agreement, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Seller. Notwithstanding the foregoing, Buyer shall have the right to assign its rights under this Agreement to (i) any entity controlled by Buyer and which assumes Buyer’s obligations hereunder in writing, provided Buyer shall not be relieved from any liability or obligations under this Agreement as a result of such assignment; and (ii) a qualified intermediary in connection with a tax deferred exchange under Internal Revenue Code Section 1031 in accordance with Section 9.18 hereof.

9.4 Amendments. This Agreement may be amended or modified only by a written instrument executed by both Buyer and Seller.

9.5 Interpretation. Whenever used herein, the term “including” shall be deemed to be followed by the words “without limitation.” Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions and headings of the Articles and Sections of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof

9.6 Governing Law. This Agreement shall be interpreted and enforced pursuant to the laws of the State of Georgia and the United States of America including the Bankruptcy Code, Title 11, United States Code.

9.7 Venue. The Bankruptcy Court shall have sole and exclusive jurisdiction to interpret and enforce the terms of this Agreement and the Parties hereby consent and submit to such exclusive jurisdiction.

9.8 Merger of Prior Agreements. This Agreement, including the exhibits hereto, constitutes the entire agreement between the Parties with respect to the transaction contemplated hereby and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof.

9.9 Attorneys' Fees. If either Buyer or Seller brings any suit or other proceeding with respect to the subject matter or enforcement of this Agreement, the prevailing Party (as determined by the court, agency, or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees, expenses and costs of investigation (including, without limitation, reasonable attorneys' fees, expenses and costs of investigation incurred in appellate proceedings, costs incurred in establishing the right to indemnification, or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11, or 13 of the Bankruptcy Code, 11 United States Code Sections 101 et seq., or any successor statutes).

9.10 Time of the Essence. Time is of the essence of this Agreement.

9.11 Election of Remedies. Except as otherwise provided in this Agreement, no right or remedy conferred upon Buyer or Seller in this Agreement is intended to be exclusive of any other right or remedy contained herein or now or hereafter available to Buyer or Seller at law or in equity, and every such right and remedy shall be cumulative and shall be in addition to every other right or remedy contained in this Agreement or now or hereafter available to Buyer or Seller at law or in equity.

9.12 Intentionally Omitted.

9.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. In order to expedite matters, electronic signatures may be used in place of original signatures on this Agreement. The Parties intend to be bound by the signatures on the electronic document, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature; provided, however, that the Parties hereby agree to execute and provide to each other original signatures, upon the request made by either Party to the other.

9.14 No Third Parties Benefited. This Agreement is made and entered into for the benefit of Seller and Buyer, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

9.15 Severability. The invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity of enforceability of any of the other provisions of this Agreement.

9.16 Exhibits and Schedules. The exhibits and schedules attached hereto are hereby incorporated by reference herein.

9.17 Multiple Parties. If more than one person or entity is named herein as either Buyer or Seller, the obligations of such multiple parties shall be the joint and several responsibility of all persons or entities named herein as such Buyer or Seller.

9.18 IRC Section 1031 Exchange Cooperation. Seller agrees to accommodate Buyer in effecting a tax-deferred exchange under Internal Revenue Code Section 1031. Buyer shall have the right, expressly reserved here, to elect a tax-deferred exchange at any time before the Closing

Date; however, Seller and Buyer agree that the consummation of this Agreement is not predicated or conditioned on any such exchange by Buyer. If Buyer elects to effect a tax-deferred exchange, Seller agrees to execute additional escrow instructions, documents, agreements, or instruments to effect such exchange; provided, however, that Seller shall not be required to incur additional costs, expenses, or liabilities in this transaction as a result of or connected with an exchange by Buyer. Buyer agrees to hold Seller harmless from and against any and all claims, liabilities, losses, costs, damages and/or expenses (including, without limitation, reasonable attorneys' fees and expenses), that may arise from Buyer's participation in such an exchange.

9.19 Counting of Days. Unless expressly specified herein, any reference to "days" shall mean calendar days. As used in this Agreement, "business day" shall be deemed to be any day other than a Saturday, Sunday or other day upon which banks in the state of Georgia shall be permitted or required to close. To the extent the last day for any act under this Agreement is not a business day, then the last day for such act shall be extended to the next business day.

9.20 Confidential. Buyer shall not disclose or permit to be disclosed to any third party, the terms or existence of this Agreement or the underlying transaction, any of the reports or any other documentation or information provided to or obtained by Buyer which relate to the Property (collectively, the "Confidential Information") in any way without Seller's prior written consent, which may be granted or withheld (i) in Seller's sole and absolute discretion prior to the Closing, or (ii) in Seller's reasonable discretion after the Closing. Notwithstanding the foregoing, Buyer shall have a right to disclose the Confidential Information: (i) to Buyer's lenders, accountants, employees, attorneys and other agents upon whom Buyer will rely upon or consult with in making acquisition decisions in connection with the transaction contemplated herein, provided that (A) such parties have been advised of the confidential nature of the same and Buyer shall be responsible for such parties' breach of the confidentiality restrictions set forth herein, and (B) all such Confidential Information shall be used by such parties solely in connection with the transaction contemplated hereby; and (ii) if obligated by law or legal process to make such disclosure, in which case Buyer shall provide Seller with written notice prior to any such disclosure. The provisions of this Section shall survive the termination of the Agreement for any reason.

9.21 Written Affirmation of Seller Required. Buyer understands that Seller may continue to receive and respond to other offers on the Property and may be making several Counter-Offer concurrently containing the same or different terms. This Counter-Offer shall not be binding until accepted and executed by Buyer and Seller on the signature page below AND then approved by Seller, in Seller's sole and absolute discretion, in the form of Seller's Affirmation of Agreement attached hereto as Exhibit A (the "Affirmation of Agreement"), which, if so executed by Seller, will constitute Seller's agreement that Seller will sell the Property to Buyer, subject to Bankruptcy Court approval and the terms and conditions of this Agreement. Buyer further acknowledges that it would be imprudent and unrealistic to rely upon the expectation of entering into a binding agreement regarding the subject matter of this Counter-Offer prior to receipt of Seller's Affirmation of Agreement, and Buyer represents to Seller that any efforts to conduct due diligence, to negotiate or obtain financing, or to perform any of the obligations provided herein shall not be considered evidence of a binding agreement without Seller's Affirmation of Agreement. Buyer acknowledges that BUYER'S ACCEPTANCE

HEREOF SHALL HAVE NO FORCE OR EFFECT PRIOR TO BUYER'S RECEIPT OF SELLER'S AFFIRMATION OF AGREEMENT SIGNED BY SELLER.

9.22 Expiration of Counter-Offer. This Counter-Offer shall expire if not accepted by Buyer by delivering a copy hereof, fully signed and initialed by Buyer, to seller on or before close of business on the third (3rd) day following the date hereof. Such acceptance shall be nevertheless subject to the provisions of Section 9.21.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has executed this Counter-Offer as of the date first above written.

SELLER:

BELLFLOWER FUNDING LLC,
a Delaware limited liability company

By: 
Name: Frederick Chin
Title: CEO

AGREED AND ACCEPTED:

BUYER:

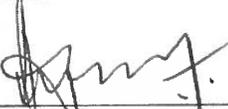

RAJ KASIREDDY, an individual

EXHIBIT A

Form of Seller's Affirmation of Agreement

SELLER'S AFFIRMATION OF AGREEMENT

Seller hereby acknowledges Buyer's acceptance of the foregoing Counter-Offer and affirmatively agrees to sell the Property to Buyer on the terms and conditions of the foregoing Agreement, subject to Bankruptcy Court approval and rights of over-bidders . Seller shall revoke any other outstanding Counter-Offer made to other prospective buyers or make the same subject and subordinate to this Agreement.

SELLER:

BELLFLOWER FUNDING LLC,
a Delaware limited liability company

By:  _____
Name: Frederick Chin
Title: CEO

Date: 5/10/18

EXHIBIT B

BROKER AGREEMENT

EXCLUSIVE LISTING AGREEMENT FOR SALE OF REAL PROPERTY

THIS LISTING AGREEMENT is made and entered into on this the 5 day of October, 2017, between Bellflower Funding, LLC as owner of the real property described herein, ("Seller"), and SKYLINE SEVEN REAL ESTATE ("Broker").

WHEREAS, Seller desires to sell real property known as 747 Davis Road, Stockbridge, GA- The Shoppes at Stockbridge including all buildings and improvements thereon and all fixtures and appurtenances (all of the foregoing being collectively referred to hereinafter as the "Property").

WHEREAS, Broker is licensed by the Georgia Real Estate Commission as a real estate broker and will act as the limited agent of Seller with respect to the negotiations for the sale of Property.

WHEREAS, Seller desires to engage the services of Broker to market and offer the Property for sale, and Broker desires to assist Seller in that connection, upon the terms, provisions and conditions contained hereinafter.

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

1. APPOINTMENT OF BROKER. Seller hereby appoints Broker as its sole and exclusive limited agent for the term hereof with the sole exclusive right to offer the Property for sale or exchange at the Listing Price, on the terms and conditions contained herein, or for such other price and on such other terms as may be acceptable to Seller.

2. BROKER/AGENCY RELATIONSHIPS.

(A) Broker's agency policy is to represent landlords, tenants, sellers, and purchasers, in the same transaction with disclosed dual agency when both the clients consent in writing, and with respect to the transactions specifically contemplated by this Agreement, seller and a prospective purchaser in the same transaction with disclosed dual agency when both clients consent in writing. Broker also offers designated agency by assigning different salespersons of Broker to represent solely each client to the exclusion of all other clients in the same transaction.

(B) Unless otherwise required by law or Owner permits disclosure of the information by subsequent word or conduct, Broker agrees to maintain the confidentiality of all information identified as confidential by Owner, if that information is received by Broker during the term of this Agreement, as required by the Brokerage Relationships in Real Estate Transaction Act.

3. LISTING PRICE. The Property shall be offered at a price of Nine Hundred and Fifty Thousand Dollars (\$950,000).

4. LISTING TERM. The term of this Agreement shall commence on the 5 day of October 2017, and shall terminate on the 31 day of March, 2018 (the "Expiration Date"). In the event that Seller enters into a sales contract while this Agreement is in effect, the term and other time periods set forth in this Agreement shall be automatically extended for a period of time equal to the number of days between the date of execution of said sales contract and the date said sales contract is finally terminated or the property closes. Seller may terminate this Agreement at any time, for any reason, with 14 DAY WRITTEN NOTICE to

5. COMMISSION. In consideration of the services to be rendered by Broker to and for the benefit of Seller with respect to the listing for sale and procuring of a purchaser for the Property, Seller agrees to pay Broker a commission in an amount equal to six percent (6%) of the gross sales price for the Property, in the event that during the term of this Agreement: (A) a If, as, and when Title to the Property passes to Buyer as procured by Broker. or

or exchange of the Property, or any legal or equitable interest in the Property, with any purchaser, without exclusion as to any purchaser, whether by or through the efforts of Broker or any other person, including Seller; (C) Seller contributes or conveys the Property to a partnership, limited liability company, joint venture or other business entity; or (D) Owner is a corporation, limited liability company, partnership or other business entity and an interest in such corporation, partnership or other business entity is transferred, whether by merger, purchase or otherwise, in lieu of a sale of the Property. Seller also agrees to pay to Broker said commission if within ninety (90) days after termination of this Agreement the Property, or any legal or equitable interest in the Property, is sold, exchanged or conveyed to any prospective purchaser whose attention has been called to the Property during the term of this Agreement. Broker shall deliver to Seller a notice in writing containing a

list of such prospective purchasers on or before ten (10) days after the termination of this Agreement. If Seller enters into a listing agreement with another licensed real estate broker with respect to the Property after the termination of this Agreement, Seller shall exclude sales or exchanges of the Property to any prospective purchaser named in said written notice from said listing agreement for said ninety (90) day period. Prospective purchasers as used in this paragraph shall include such person or entity, their respective family members, and affiliates or other entities over which they may exercise control. Seller shall pay Broker said commission at the time of the consummation of the sale or exchange of the Property in immediately available U.S. funds. Seller hereby expressly authorizes Broker to share the commission with any other licensed real estate broker or brokers in any proportion agreeable to Broker.

6. BROKER'S AUTHORITY. Seller authorizes Broker to:

- (A) Utilize such marketing techniques and programs as Broker deems appropriate for and advantageous to the sale of the Property.
- (B) Enter the Property at reasonable times with cooperating brokers and their salespersons for the purpose of showing the Property to prospective purchasers.

7. SELLER'S COVENANTS. Seller agrees to cooperate with Broker, its sales associates and any cooperating brokers fully with respect to Broker's efforts to sell the Property. ~~Seller agrees to refer to Broker all inquiries received by Seller relating to the sale of the Property and to conduct all negotiations with prospective purchasers of the Property through Broker. Seller agrees to reimburse Broker for all authorized expenses incurred by Broker in marketing the Property.~~ Seller's represents and warrants to Broker that:

- (A) Seller (i) is the sole fee simple title owner to the Property, (ii) is authorized and has the capacity to execute and deliver this Agreement, and (iii) has the right to convey title to the Property to a purchaser by warranty deed.
- (B) There are no actions, suits or proceedings pending or threatened against Seller or the Property affecting any portion of the Property.
- (C) There are no pending or threatened condemnation actions or special assessments of any nature with respect to the Property nor has Seller received any notices of any such condemnation action or special assessment.
- (D) There are no foreclosures pending or threatened with respect to the Property, nor has Seller received any notices of any such foreclosure action being contemplated.
- (E) Seller has not received any notice in writing or otherwise from any governmental agency requiring the correction of any violation with respect to the Property or any part thereof.
- (F) The Property has no known significant or material latent defects and none of the improvements on the Property have been constructed with material known to be a potential health hazard to occupants of the Property, except as disclosed in writing by Seller to Broker in the Owner's Property Disclosure Notice executed by Seller at the time this Agreement is executed. Seller hereby authorizes Broker to disclose to prospective purchasers all information with respect to the Property either furnished by Seller to Broker on the Owner's Property Disclosure Notice, or otherwise furnished to Broker. Seller agrees to hold Broker harmless of and from any and all damages, claims, costs and expenses of every kind and character resulting from or relating to Seller's furnishing to Broker any false, incorrect or inaccurate information with respect to the Property or failing to disclose to Broker any material latent defects in the Property.
- (G) The Property shall be offered, shown and made available for sale to or exchange with all persons on a non-discriminatory basis, without regard to race, color, religion, sex, handicap, familial status or national origin.

8. NOTICES. Any notices required or permitted hereunder shall be in writing and shall be personally delivered or sent by U.S. Certified Mail, return receipt requested, postage prepaid or a nationally recognized overnight courier with delivery tracking, or on the date such notice is delivered in person evidenced by a signed delivery receipt, to the party entitled to receive such notice at the respective address of each party hereto set forth on the signature page hereof or at such other address a party hereto shall hereafter designate by written notice in compliance with the terms of this paragraph to the other party hereto.

9. LIMITATION OF LIABILITY. Seller agrees that Broker and any cooperating brokers shall not be responsible in any manner for personal injury to any person or for any loss or damage to personal or real property due to vandalism, theft, freezing water pipes or any other cause of damage or loss whatsoever with respect to the Property.

10. LEGAL EXPENSES. ~~In the event it is necessary for Broker to retain an attorney to enforce the provisions hereof, in addition to the commission payable hereunder, Broker shall be entitled to recover from Seller reasonable attorney's fees and all other costs of collection incurred by Broker in connection therewith.~~

11. SEVERABILITY CLAUSE. If any term, provision or covenant contained herein is found to be invalid or unenforceable by a court of competent jurisdiction, then the parties agree that such invalid term, provision or covenant shall be deemed to be severed and deleted from this Agreement, and the remainder of the Agreement shall continue in full force and effect and shall remain fully valid and enforceable.

12. MISCELLANEOUS. This Agreement shall inure to the benefit of, and be binding upon, the parties thereto, their heirs, administrators, successors, and permitted assigns. Neither this Agreement nor any of the rights, duties or benefits hereunder may be assigned by either party hereto without the prior written consent of the other party hereto. This instrument contains the entire agreement and understanding to the parties hereto with respect to the subject matter contained herein. No representation, promise or inducement not included in this Agreement shall be binding on any party hereto. This Agreement cannot be amended or canceled except by an agreement in writing executed by each of the parties hereto.

13. Addendum: See Attached Listing Addendum

Seller acknowledges that Seller has read and understood the terms of this Agreement and has received a copy of it.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, under seal, in their respective names and on their behalf by their duly authorized officials, the day and year indicated below.

SELLER:

By: JOE Hughis (Seal)

Name: [Signature]

Title: vice president

Address: _____

Phone: _____

Fax: _____

Date: 10/9/17

BROKER: SKYLINE SEVEN REAL ESTATE

By: _____ (Seal)

Name: Kenneth Holzer

Title: President/Broker

Firm License #: H-62021

Phone: (404) 812-8910

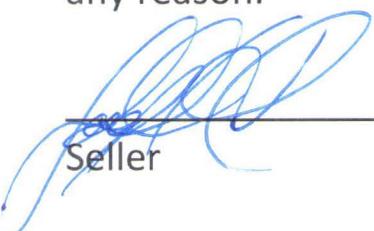
Fax: (678) 916-4149

Date: _____

Listing Addendum

- 1) Realtor must fill out our Property Inspection Report and inspect the property twice a month and send updated interior and exterior pictures and an updated Property Inspection Report and inform us of any changes to the property. If no changes simply mark the Property Inspection Report – NO CHANGES – and send it in with new pics.
- 2) Realtor must send us updates on any new activity in the area as far new listings, pending activity, reductions, sold or any other pertinent information at least every 2 weeks.
- 3) Realtor must send weekly traffic reports from all listing sites.
- 4) Realtor must send response/feedback info from any and all showings.
- 5) Realtor must provide a monthly CMA of sold properties.
- 6) Realtor must help coordinate with any vendors needed to clean or service the property.
- 7) Realtor must place a lockbox on the property unless otherwise specified.
- 8) Realtor must place this listing in the MLS unless otherwise specified.
- 9) Realtor must place a sign on the property within 3 days of signed listing agreement unless otherwise specified.

Failure to do any of the above could result in a termination of the listing. Seller may terminate this listing agreement with 10 day written notice for any reason.



Seller

Realtor

EXHIBIT C

TITLE REPORT

File #:20223GA

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
Fidelity National Title Insurance Company**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

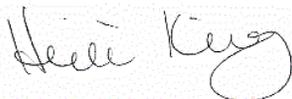
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

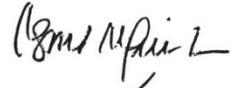
If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued by:
Novare National Settlement Service, LLC
3180 Curlew Road, Suite 108
Oldsmar, FL 34677



By: _____
Authorized Signatory

Fidelity National Title Insurance Company

By: 
ATTEST 
President
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B10

File #:20223GA

Transaction Identification Data for reference only:

Issuing Agent: Novare National Settlement Service, LLC
Issuing Office: 3180 Curlew Road, Suite 108, Oldsmar, FL 34677
Loan ID Number:
Issuing Office File Number: 20223GA
Property Address:747 Davis Road, Stockbridge, GA 30281

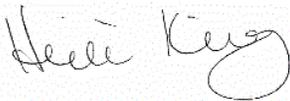
SCHEDULE A

1. Commitment Date: April 9, 2018 at 8:00AM
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: Bellflower Funding, LLC
Proposed Policy Amount:
 - (b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is: FEE SIMPLE
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

BELLFLOWER FUNDING, LLC

[vesting deed](#)
5. The Land is described as follows: See attached "Exhibit A – Legal Description"

Issued by:
Novare National Settlement Service, LLC
3180 Curlew Road, Suite 108
Oldsmar, FL 34677



By: _____
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B10

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
 2. Pay the agreed amount for the estate or interest to be insured.
 3. Pay the premiums, fees and charges for the Policy to the Company.
 4. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
 5. Evidence must be submitted of both the determination and payment of all other taxes, assessments, bonds and charges now due, and which may become due prior to the effective date of the policy anticipated by this Commitment. These taxes, assessments, bonds and charges include, but are not limited to State Tax, County Tax, Town Tax, Solid Waste Fee, water charges or other sanitary sewer service charges, public or private, through and including the effective date of said policy.
 6. The current owner of the property must execute and deliver to the Company affidavits which in the Company's judgment are sufficient in both form and content to identify:
 - A. rights or claims of parties in possession and tenants not shown by the public records;
 - B. easements, or claims of easements, not shown by the public records; or;
 - C. the occurrence of any event which could give rise to any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not shown by the public records
- Note: Matters disclosed by the affidavits which in the Company's judgment constitute defects in title to the property will be shown as exceptions to coverage under the proposed policy, replacing the general exceptions currently shown on this Commitment in Schedule B, Section II, Paragraph No. 2 A, B, and C.
7. **BUYER REQUIREMENT:** A plat or survey, must be submitted which has been made in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" jointly established and adopted by ALTA and NSPS effective 2/23/16, and which meets the accuracy requirements of the appropriate classification of cadastral survey. Matters disclosed by the survey which in the Company's judgment constitute defects in title to the property will be shown as exceptions to coverage under the proposed policy, replacing the general survey exception currently shown on this Commitment in Schedule B, Section II, Paragraph 2D.
 8. Proof satisfactory to the Company that no improvements or repairs were made upon the land within the 95 days preceding the filing for record of the instrument creating the interest to be insured, or in the event such improvement or repairs were made, that they are completed and that all costs incurred in connection therewith have been fully paid; that there are no easements or claims of easement which do not appear of public record; and that there are no parties in possession or with a right to possession of the subject property.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B10

File #:20223GA

9. The Georgia Commercial Real Estate Broker Lien Act applies to a sale, lease, option, loan or other transfer of commercial real estate. The Company must be provided proof, in affidavit form from the Seller and Purchaser, satisfactory to the Company, (a) of payment in full of any broker's services which have been engaged with regard to the management, sale, purchase, lease, option or other conveyance or proposed conveyance of any interest in the subject commercial real estate, together with a lien waiver or estoppel letter from any party determined by such affidavit to have a right to file a broker's lien, and (b) that no notice of lien for any such services has been received. In the event that said affidavit(s) contain any qualification with respect to any such services, proof of payment in full for all such services, together with a lien waiver or estoppel letter from such identified Broker(s) must be obtained.

Note: Where the possibility of a right to file a broker's lien is determined and no lien waiver or estoppel letter provided to the Company, the following exception will be included in the policy to be issued pursuant to this Commitment.

Any broker's lien, or right to a broker's lien, imposed by law.

10. Proof of payment of taxes and assessment for the year [2017], taxes for subsequent years, and taxes for prior years arising from reassessments or digest disputes.

2017 taxes show [Paid] in the gross amount of \$[12,833.27] for Tax Identification No. [S02-05009000].

The tax information supplied with this commitment has been furnished for informational purposes only, and should be verified with appropriate taxing authority(s). The Company makes no warranties, expressed or implied concerning the accuracy or reliability of this data.

11. The following must be duly released of record, or the same will appear as exception(s) to coverage under the policy anticipated by this commitment:

None.

12. Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

13. With regard to Bellflower Funding, LLC, (the "LLC"), the following is required:
- A. a full and complete copy of the LLC's Articles of Organization, and any amendment(s) thereto;
 - B. a copy of the LLC's Certificate of Organization;
 - C. a current Good Standing Certificate issued from the LLC's jurisdiction of formation;
 - D. a current Certificate of Registration evidencing the LLC's authority to do business in the State of Georgia;
 - E. an Affidavit of Members accurately identifying the current membership of the LLC; and
 - F. a full and complete copy of the Operating Agreement.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B10

File #:20223GA

NOTE: This Commitment/Certificate is subject to such additional exceptions as may appear upon review of said documentation.

- END OF SCHEDULE B - PART I -

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B10

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Standard Exceptions:
 - A. Any rights, interests or claims of parties in possession of the land not shown by the public records.
 - B. Easements or claims of easements, not shown by the public records
 - C. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

Note: Upon receipt of a satisfactory Owners Affidavit and the ALTA/NSPS survey as noted in Schedule B-Section 1 hereof, exceptions A-D above will not appear in the final policies, or will be modified as required based on the facts disclosed in the affidavits and/or survey.

3. Rights of upper and lower riparian owner's in and to the waters of any creek or stream which bounds or traverses the land, free from increase, decrease or pollution.
4. Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority, at Date of Policy.
5. Any public reservation or conveyance, together with release of damage, of minerals of every kind and character, including but not limited to, oil, gas, sand and gravel, in, on and under subject property.
6. All assessments, taxes and special assessments which are now a lien or payable or which may become due and payable, including, but not limited to water bills and sanitary bills.
7. No insurance is afforded as to the exact amount of acreage contained in the property described herein.
8. All taxes for the year 2018 and subsequent years are liens not yet due and payable, and any additional taxes which may result from a rebilling or reassessment of the subject property.
9. Easement to Georgia Power Company, recorded November 17, 1962, in [Deed Book 76, Page 42](#), Henry County, Georgia records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B10

File #:20223GA

10. Easement to Georgia Power Company, recorded August 03, 1963, in [Deed Book 76, Page 541](#), Henry County, Georgia records.
11. Easement to Georgia Power Company, recorded August 03, 1963, in [Deed Book 76, Page 541](#), Henry County, Georgia records.
12. Right of Way Deed to Henry County, recorded June 14, 1968, in [Deed Book 100, Page 468](#), Henry County, Georgia records.
13. Easement to Georgia Power Company, recorded December 22, 1969, in [Deed Book 109, Page 76](#), Henry County, Georgia records.
14. Easement to Georgia Power Company, recorded February 22, 1973, in [Deed Book 169, Page 11](#), Henry County, Georgia records.
15. Easement to Georgia Power Company, recorded March 02, 2007, in [Deed Book 10019, Page 266](#), Henry County, Georgia records.
16. Deed of Conveyance and Easement for Commercial Fireline Meter to Henry County Water and Sewerage Authority, recorded September 04, 2007, in [Deed Book 10449, Page 203](#), Henry County, Georgia records.
17. All matters as shown on plat of survey recorded in [Plat Book 2, Page 251](#), aforesaid records.

- END OF SCHEDULE B – PART II –

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B10

EXHIBIT A
Legal Description

The Land referred to herein below is situated in the County of Henry, State of GA, and is described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 71 OF THE 12TH DISTRICT, HENRY COUNTY, GEORGIA, LOT 4, BLOCK B, OF LAKEVIEW HEIGHTS SUBDIVISIONS, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 251, HENRY COUNTY, GEORGIA RECORDS, WHICH RECORDED PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DESCRIPTION, PROPERTY BEING KNOWN AS 747 DAVIS ROAD, STOCKBRIDGE, GEORGIA 30281.

SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORDS.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B10

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B10

- (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
- (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B10

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the “Website”). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, “Personal Information”): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver’s license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a “cookie” to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser,

but some functionality of the Website may be impaired or not function as intended. See the **Third Party Opt Out** section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as “clear gifs”). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the **Third Party Opt Out** section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK’s industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, “Third Parties”) who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF’s, FNF’s affiliates and third parties’ products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section “Additional Ways That Information Is Collected Through the Website,” subsection “Third Party Opt Out.”

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California’s “Shine the Light” law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with “Request for California Privacy Information” in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the “Shine the Light” requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California’s Online Privacy Protection Act requires us to disclose how we respond to “do not track” requests and other similar mechanisms. Currently, our policy is that we do not recognize “do not track” requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet (“CCN”), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided “as is” and “as available” for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

Copyright © 2015. Fidelity National Financial, Inc. All Rights Reserved.

EFFECTIVE AS OF: MAY 1, 2015