

**US Bankruptcy Court Ordered AUCTION
BIDDER INFORMATION PACKAGE**

THURSDAY - OCTOBER 26th - 11a.m.

1609 Cherrywood Lane, Longwood, FL 32750



By Order of the US Bankruptcy Court, Southern District of New York, in the case of Calico Industries, Inc. Case No. 17-22281 (RDD), Marianne T. O'Toole, Trustee, Ewald Auctions has been authorized to sell the following real estate at PUBLIC AUCTION!



This information was obtained from sources deemed to be reliable. However, no warranties or representations, express or implied are made as to the accuracy of the information contained herein.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 7

CALICO INDUSTRIES,

Case No.: 17-22281 (RDD)

Debtor.

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ORDER (I) AUTHORIZING AN AUCTION SALE OF THE DEBTOR'S FLORIDA PROPERTY, (II) APPROVING THE SALE TERMS FOR THE AUCTION SALE OF THE DEBTOR'S FLORIDA PROPERTY, (III) APPROVING THE SALE NOTICE FOR THE AUCTION SALE OF THE DEBTOR'S FLORIDA PROPERTY, (IV) APPROVING THE SALE OF THE DEBTOR'S FLORIDA PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, SECURITY INTERESTS AND OTHER INTERESTS TO THE SUCCESSFUL BIDDER AT THE AUCTION SALE, AND (V) GRANTING RELATED RELIEF

Upon the motion [Dkt. No. 43] (the "Motion") of Marianne T. O'Toole, the Chapter 7 trustee (the "Trustee") of the estate of Calico Industries (the "Debtor") seeking entry of an order, pursuant to 11 U.S.C. §§ 105(a) and 363(b) and (f), (I) authorizing the Trustee to proceed with a public auction sale (the "Auction Sale") of the Debtor's interest in the real property located at 1609 Cherrywood Lane, Longwood Florida 32750 (the "Florida Property"), (II) approving the terms and conditions of sale for the Auction Sale of the Florida Property (the "Sale Terms"), (III) approving the form and manner of the notice of the Auction Sale (the "Sale Notice"), (IV) approving the sale of the Florida Property, free and clear of all liens, claims, encumbrances, interests, judgments and/or mortgages, or adverse claims to title, of whatever kind or nature, including, without limitation, any leasehold interests ("Liens and Claims"), to the successful bidder at the Auction Sale or the back-up bidder, as the case may be under the Sale Terms; and (V) granting related relief; and upon the affidavit of service evidencing proof of service of the notice of hearing and the Motion [Dkt. No. 44]; and upon the letter dated September 12, 2017 and related affidavit of service [Dkt. Nos. 45, 46]; and, after due and sufficient service and notice

of the Motion, no objections to the Motion having been filed, as stated in the Certificate of No Objection pursuant to Local Bankruptcy Rule 9075-3 [Dkt. No.47]; and upon the record of the hearing held by the Court on the Motion on September 19, 2017, the transcript of which is incorporated herein by reference; and no additional notice or hearing being required; and, based upon the Motion, it appearing that the relief requested in the Motion is in the best interests of the Debtor's estate and a proper exercise of the Trustee's business judgment; and after due deliberation thereon and good cause appearing therefor, it is hereby:

FOUND AND DETERMINED THAT:¹

A. This Court has jurisdiction over the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b).

B. Consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b) that the Court can decide by final order.

C. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. The Trustee has articulated good and sufficient reasons for this Court to grant the relief requested in the Motion, including this Court's approval of (i) the Auction Sale of the Florida Property on the terms set forth in the Motion; (ii) the Sale Terms, (iii) the Sale Notice, and (iv) the Auction Sale of the Florida Property, free and clear of all Liens and Claims, to the successful bidder at the Auction Sale, or the back-up bidder, as the case may be, under the Sale Terms, with the same to attach to the sale proceeds.

E. The Trustee has established one or more of the grounds for the sale to be free and clear of Liens and Claims pursuant to 11 U.S.C. § 363(f).

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

¹ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact, when appropriate. See FED. R. BANKR. P. 7052.

1. The Motion is granted and the Trustee is authorized to proceed with the Auction Sale of the Florida Property pursuant to 11 U.S.C. § 363(b).

2. The Sale Terms annexed to the Motion as Exhibit A, and incorporated herein by reference as if fully set forth herein, are approved in all respects pursuant to 11 U.S.C. §§ 105(a) and 363(b) and shall govern the Auction Sale of the Florida Property.

3. The Florida Property will be sold to the successful bidder at the Auction Sale, or, to the extent provided for in the Sale terms, the back-up bidder, (a) “as is”, “where is”, without any representations of any kind or nature whatsoever, including as to merchantability or fitness for a particular purpose, and without warranty or agreement as to the condition of such Property, and (b) pursuant to 11 U.S.C. § 363(f), free and clear of all Liens and Claims, with all Liens and Claims to attach to the sale proceeds in the same amount and priority, with the same validity and enforceability and subject to the same defenses as existed immediately before the closing of the sale.

4. The Sale Notice, substantially in the form annexed to the Motion as Exhibit B, is approved.

5. The Trustee shall cause the Sale Notice to be served, in accordance with Fedl R. Bankr. P. 6004(a) and (c) and 2002(a)(2), upon all creditors listed in the Debtor’s schedules, all parties who have filed a notice of appearance in the Debtor’s case, all known parties with an interest in the Florida Property (if any), and the United States Trustee, and the Trustee shall cause proof of such service to be filed with the Court.

6. The notice as set forth in the preceding paragraph shall constitute good and sufficient notice of the Auction Sale, and no other or further notice of the Auction Sale shall be necessary or required.

7. The Trustee is authorized and empowered to take such steps, incur and pay such costs and expenses, and do such things as may be reasonably necessary to fulfill the requirements established by this Order.

8. This Court shall retain jurisdiction over any matter or dispute arising from or relating to the implementation of this Order.

9. To the extent applicable, the 14-day stays of this Order under Fed. R. Bankr. P. 6004(h) and 6006(d) are waived, for cause, and this Order is effective and enforceable immediately upon its entry.

Dated: White Plains, New York
September 20, 2017

/s/ Robert D. Drain
Honorable Robert D. Drain
United States Bankruptcy Judge

LaMONICA HERBST & MANISCALCO, LLP
3305 Jerusalem Avenue, Suite 201
Wantagh, New York 11793
Telephone: (516) 826-6500
Salvatore LaMonica, Esq.
Holly R. Holecek, Esq.

Auction Sale Date: October 26, 2017 at 11:00 a.m.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 7

CALICO INDUSTRIES,

Case No.: 17-22281 (RDD)

Debtor.

-----X

**NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST OF
TRUSTEE'S INTENDED SALE**

PLEASE TAKE NOTICE that, on February 24, 2017, an involuntary petition for relief pursuant to Chapter 7 of Title 11 of the United States Code (the "Bankruptcy Code") was filed against Calico Industries (the "Debtor") in the United States Bankruptcy Court for the Southern District of New York at White Plains (the "Court"). On April 3, 2017, the Court entered an Order for Relief and Order to File Schedules and Other Documents. On April 4, 2017, Marianne T. O'Toole was appointed as the Chapter 7 Trustee of the Debtor's estate and, by operation of law, Marianne T. O'Toole is the permanent Chapter 7 Trustee of the Debtor's estate (the "Trustee").

PLEASE TAKE FURTHER NOTICE that, in accordance with an Order of the Court dated September 20, 2017, the Trustee, through her retained auctioneer, Ewald Auctions, Inc. (the "Auctioneer") will conduct a public auction sale (the "Auction Sale") of the Debtor's interest in the real property located at 1609 Cherrywood Lane, Longwood Florida 32750 (the "Florida Property").

PLEASE TAKE FURTHER NOTICE that the Auction Sale will be conducted on **October 26, 2017 at 11:00 a.m.** at the Florida Property.

PLEASE TAKE FURTHER NOTICE that registration for the Auction Sale will commence at 10:00 a.m. on the day of the Auction Sale. In order to be permitted to bid on the Florida Property, a bank check in the amount of twenty thousand dollars (\$20,000.00) payable to "Marianne T. O'Toole, Chapter 7 Trustee", must be delivered to the Auctioneer prior to the Auction Sale and the annexed Terms and Conditions of Sale must be executed.

PLEASE TAKE FURTHER NOTICE that, pursuant to Bankruptcy Code sections 363(b) and (f), Rule 6004 of the Federal Rules of Bankruptcy Procedure and Local Bankruptcy Rule S.D.N.Y. LBR 6004-1, the Florida Property will be sold free and clear of any and all liens, claims, encumbrances, interests, judgments and/or mortgages, or adverse claims to title, of whatever kind or nature.

PLEASE TAKE FURTHER NOTICE that the Florida Property is being sold “AS IS” “WHERE IS”, “WITH ALL FAULTS,” without any representations, covenants, guarantees or warranties of any kind or nature whatsoever.

PLEASE TAKE FURTHER NOTICE that requests for information about the Florida Property can be obtained by contacting counsel to the Trustee, LaMonica Herbst & Maniscalco, LLP, Holly R. Holecek, Esq., at hrh@lhmlawfirm.com or (516) 826-6500 x 225, or the Auctioneer at bob@ewaldauctions.com or (407) 275-6853.

Dated: September 22, 2017

Robert H. Ewald, Auctioneer
Ewald Auctions, Inc.
12472 Lake Underhill Road, #312
Orlando, Florida 32828
Telephone: (407) 275-6853
Website: www.ewaldauctions.com

Marianne T. O’Toole, Chapter 7 Trustee
c/o LaMonica Herbst & Maniscalco, LLP
3305 Jerusalem Avenue
Wantagh, New York 11793
Telephone: (516) 826-6500
Fax: (516) 826-0222

TERMS AND CONDITIONS OF SALE

1. These Terms and Conditions of Sale are promulgated in connection with the public auction sale (the "Auction Sale") of certain real property and improvements thereon located at 1609 Cherrywood Lane, Longwood, Florida 32750 (the "Florida Property").
2. The Auction Sale will be held on October 26, 2017 at 11:00 a.m. at the Florida Property in accordance with sections 363(b) and (f) of title 11 of the United States Code (the "Bankruptcy Code"). Registration for the Auction Sale will begin at 10:00 a.m.
3. The Seller of the Florida Property is Marianne T. O'Toole (the "Trustee"), in her capacity as the Chapter 7 Trustee of the estate (the "Estate") of Calico Industries (the "Debtor"). The Debtor's Chapter 7 case pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") under Case No.: 17-22281 (RDD).
4. In order to be permitted to bid on the Florida Property, a bank check in the amount of twenty thousand dollars (\$20,000.00) (the "Qualifying Deposit") payable to "Marianne T. O'Toole, Chapter 7 Trustee", must be delivered to the Trustee's auctioneer, Ewald Auctions, Inc. (the "Auctioneer"), prior to the Auction Sale and these Terms and Conditions of Sale must be executed.
5. The Qualifying Deposit shall serve as a partial good faith deposit against payment of the purchase price by such competing bidder as the Trustee determines to have made the highest or best bid for the Florida Property (the "Successful Bidder"). At the Auction Sale, the Successful Bidder shall execute a Memorandum of Sale. Within 48 hours after the Auction Sale, the Successful Bidder shall deliver to the Trustee by certified check or bank check an amount equal to 10% of its successful bid minus the Qualifying Deposit (together with the Qualifying Deposit, the "Deposit"). Of the Deposit, \$176.00 is non-refundable and will be used for the Bankruptcy Court filing fees relating to the approval of the Auction Sale. Qualifying Deposits, other than those from the first and second highest bidders, will be returned immediately following the Auction Sale. The second highest bidder's Qualifying Deposit will be returned after the Successful Bidder posts the entire Deposit.
6. The Successful Bidder must pay the balance of the Purchase Price for the Florida Property (the difference between the amount of the successful bid and the Deposit) to the Trustee, by certified check or bank check at the closing of title to the Florida Property (the "Closing"). The Successful Bidder must close title to the Florida Property at a date that is no more than twenty-one (21) days after the conclusion of the Auction Sale, or November 16, 2017 (the "Closing Date"), **TIME BEING OF THE ESSENCE as to the Successful Bidder**, although such date may be extended solely by the Trustee. Prior to the Closing, the Bankruptcy Court may enter an Order confirming the results of the Auction Sale.
7. The Successful Bidder shall be responsible for and shall pay any Local, County, State or other transfer taxes incurred by the transfer of the Florida Property by the Estate at the Closing. The Successful Bidder shall be responsible for the preparation of and fees for the preparation of any cover pages or tax forms required.
8. The Closing shall take place by mail. The Successful Bidder is hereby given notice that **TIME IS OF THE ESSENCE AGAINST THE SUCCESSFUL BIDDER AND THE FAILURE OF THE SUCCESSFUL BIDDER TO CLOSE FOR ANY REASON WHATSOEVER (EXCEPT AS OTHERWISE PROVIDED BELOW) INCLUDING ITS FAILURE TO PAY THE BALANCE OF THE PURCHASE PRICE ON THE CLOSING DATE, WILL RESULT IN THE TRUSTEE RETAINING THE DEPOSIT AS LIQUIDATED DAMAGES AND THE TERMINATION OF THE SUCCESSFUL BIDDER'S RIGHT TO ACQUIRE THE FLORIDA PROPERTY UNDER THESE TERMS AND CONDITIONS OF SALE.** The Successful Bidder shall be obligated to close title to the Florida Property and there is no contingency of any kind or nature that will permit the Successful Bidder to cancel or avoid its obligation under these Terms and Conditions of Sale other than the Trustee's inability to deliver insurable title to the Florida Property.

Further, the Successful Bidder shall have demonstrated, to the sole satisfaction of the Trustee or the Bankruptcy Court, as the case may be, evidence of its ability to conclude the transaction upon these Terms and Conditions of Sale, without delay. The Trustee reserves the right to reject any offeror, who in the sole discretion of the Trustee, the Trustee believes is not financially capable of consummating the purchase of the Florida Property. **Expenses incurred by the Successful Bidder, or any competing bidder concerning any due diligence, such as obtaining title reports or environmental inspections, shall be the sole responsibility of such bidder, and under no circumstances shall the Trustee, the Estate or the Trustee's professionals be responsible for, or pay, such expenses.**

9. In the event that the Successful Bidder for the Florida Property fails to tender the payment of the balance of the Purchase Price on the Closing Date, or otherwise perform any of its obligations under these Terms and Conditions of Sale, the Trustee, at her sole option, shall be authorized to sell the Florida Property to the second highest bidder from the Auction Sale (the "Second Highest Bidder") without any further notice and without giving credit for the Deposit forfeited by the Successful Bidder, and upon such other terms and conditions as the Trustee deems appropriate. Should the Second Highest Bidder fail to close on the Florida Property, within such time as the parties may agree but not to exceed thirty (30) days after notice from the Trustee to the Second Highest Bidder, the Trustee shall be authorized to sell the Florida Property to the next highest or best bidder, without the necessity of any further notice and without giving credit for the deposit forfeited by the Second Highest Bidder, and upon such other terms and conditions that the Trustee deems appropriate. All bidders will be bound by these Terms and Conditions of Sale.

10. The Trustee or the Trustee's professionals have not made and do not make any representations as to the physical condition, rents, leases, expenses, operations, value of the land or buildings thereon, or any other matter or thing affecting or related to the Florida Property or the Auction Sale, which might be pertinent to the purchase of the Florida Property, including, without limitation: (a) the current or future real estate tax liability, assessment or valuation of the Florida Property; (b) the potential qualification of the Florida Property for any and all benefits conferred by or available under federal, state or municipal laws, whether for subsidies, special real estate tax treatment, insurance, mortgages, or any other benefits, whether similar or dissimilar to those enumerated; (c) the compliance or non-compliance of the Florida Property, in its current or any future state, with applicable present or future zoning ordinances or other land use law or regulation, or the ability to obtain a change in the zoning or use, or a variance in respect to the Florida Property; (d) the availability of any financing for the purchase, alteration, rehabilitation or operation of the Florida Property from any source, including, but not limited to, any state, city or federal government or institutional lender; (e) the current or future use of the Florida Property; (f) the present and future condition and operating state of any and all machinery or equipment on the Florida Property and the present or future structural and physical condition of any building thereon or its suitability for rehabilitation or renovation; (g) the ownership or state of title of any personal property on the Florida Property; (h) the presence or absence of any laws, ordinances, rules or regulations issued by any governmental authority, agency or board and any violations thereof; (i) any present or future issues concerning subdivision or non-subdivision of the Florida Property; or (j) the compliance or non-compliance with environmental laws and the presence or absence of underground fuel storage tanks, any asbestos or other hazardous materials anywhere on the Florida Property. The Trustee is not liable or bound in any manner by expressed or implied warranties, guaranties, promises, statements, representations or information pertaining to the Florida Property, made or furnished by the Trustee or Auctioneer or any real estate broker, agent, employee, servant or other person or professional representing or purporting to represent the Trustee unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth in writing by the Trustee. I expressly agree and acknowledge that no such representations have been made.

11. The Florida Property is being sold "**AS IS**" "**WHERE IS**", "**WITH ALL FAULTS**," without any representations, covenants, guarantees or warranties of any kind or nature whatsoever, and free and clear of any and all liens, claims, encumbrances, interests, judgments and/or mortgages, or adverse claims to title, of whatever kind or nature (collectively, the "Liens"), with such Liens, if any, to attach to the proceeds of sale in such order and priority as they existed immediately prior to the entry of the Order for Relief against the Debtor, and subject to, among

other things: (a) any state of facts that an accurate survey may show; (b) any covenants, restrictions and easements of record; (c) any state of facts a physical inspection may show; (d) any building or zoning ordinances or other applicable municipal regulations and violations thereof; (e) environmental conditions; and (f) any and all tenancies.

12. By delivering a Qualifying Deposit, all bidders acknowledge that they have had the opportunity to review and inspect the Florida Property, the state of title thereof and laws, rules and regulations applicable thereto, and the form of the Trustee's Deed that the Trustee will execute to convey the Florida Property, and will rely solely thereon and on their own independent investigations and inspections of the Florida Property in making their bids. Neither the Trustee nor any of her representatives make any representations or warranties with respect to the permissible uses of the Florida Property, including, but not limited to, the zoning of the Florida Property. All bidders acknowledge that they have conducted their own due diligence in connection with the Florida Property and are not relying on any information provided by the Trustee, the Auctioneer, or any of the Trustee's professionals.

13. The Trustee shall convey the Florida Property by delivery of a Trustee's Deed. The quality of title shall be that which any reputable title insurance company authorized to do business in the State of Florida is willing to approve and insure. The Trustee may at her option arrange for the issuance of a title insurance policy by such a company at the sole cost and expense of the Successful Bidder.

14. The Trustee, Trustee's counsel, the Auctioneer, and the Estate are not and will not be liable or responsible for the payment of fees of any broker. The only commissions that the estate may be liable for are those of the Auctioneer, who was retained pursuant to an Order of the Bankruptcy Court, and those of the Trustee.

15. Nothing contained in these Terms and Conditions of Sale is intended to supersede or alter any provisions of the Bankruptcy Code or otherwise interfere with the jurisdiction of the Bankruptcy Court. All of the terms and conditions set forth in these Terms and Conditions of Sale are subject to modification as may be directed by the Trustee or by the Court. The Trustee reserves the right to modify these Terms and Conditions of Sale at the Auction Sale or thereafter to maintain consistency with the provisions of the Bankruptcy Code and/or prior orders of the Court.

16. These Terms and Conditions of Sale will be read into the record, or specifically incorporated by reference, at the Auction Sale of the Florida Property. By making a bid for the Florida Property, all bidders will be deemed to have acknowledged having read these Terms and Conditions of Sale and have agreed to be bound by them.

17. If the Trustee is unable to deliver title to the Florida Property in accordance with these Terms and Conditions of Sale for any reason whatsoever, her only obligation will be to refund the Deposit, less the non-refundable \$176.00 Bankruptcy Court filing fee, to the Successful Bidder, and upon such refund, the Successful Bidder will have no claim or recourse against the Debtor's bankruptcy estate, the Trustee, the Trustee's professionals or the Auctioneer.

18. The Trustee reserves her right to withdraw the Florida Property from the Auction Sale, either prior, or subsequent to the Auction Sale, for any reason whatsoever, as she deems necessary or appropriate.

19. The Auction Sale of the Florida Property is subject to confirmation by the Trustee and the Bankruptcy Court.

20. The Trustee or the Trustee's attorney shall notify the Successful Bidder whether the Auction Sale is confirmed. The Bankruptcy Court shall determine any disputes concerning the Auction Sale of the Florida Property. By participating in the Auction Sale, all bidders consent to the exclusive jurisdiction of the Bankruptcy Court to determine such disputes under the Debtor's pending case.

21. Pursuant to Bankruptcy Rule 6004-1 no appraiser, auctioneer or officer, director, stockholder, agent, employee or insider of any appraiser of the Auctioneer, or relative of any of the foregoing, shall purchase directly or indirectly, or have a financial interest in the purchase of, the Florida Property or any assets of the estate that the appraiser or Auctioneer has been employed to appraise or sell.

I have read these Terms and Conditions of Sale and agree to be bound by them.

By: _____

Date: _____

MEMORANDUM OF SALE

FIRST HIGHEST BIDDER

The undersigned has this ___ day of _____ 2017, agreed to purchase the real property located at 1609 Cherrywood Lane, Longwood, Florida 32750 (the "Florida Property"), vested in Marianne T. O'Toole, as the appointed Chapter 7 Trustee for the bankruptcy estate of Calico Industries (the "Debtor") and being sold by Marianne T. O'Toole, as the Chapter 7 Trustee of the Debtor for the sum of \$ _____, and hereby promise and agree to comply with the terms and conditions of the sale of said property, as set forth in the annexed Terms and Conditions of Sale.

PURCHASER (Signature)

PURCHASER (Signature)

PRINT NAME OF PURCHASER

PRINT NAME OF PURCHASER

ADDRESS

ADDRESS

TELEPHONE NUMBER

TELEPHONE NUMBER

FAX NUMBER

FAX NUMBER

Received from _____ the sum of \$ _____ as a non-refundable deposit for the purchase of the Florida Property pursuant to the Terms and Conditions of Sale, except to the extent as provided in the annexed Terms and Conditions of Sale.

This is to verify that the final selling price in the above sale was for the sum of \$ _____.

EWALD AUCTIONS, INC.

Marianne T. O'Toole, Chapter 7 Trustee
LaMonica Herbst & Maniscalco LLP
Attorneys for the Trustee
3305 Jerusalem Avenue
Wantagh, New York 11793
(516) 826-6500
(516) 826-0222 Fax

ATTORNEY INFORMATION

Name _____

Address _____

Phone _____

MEMORANDUM OF SALE

SECOND HIGHEST BIDDER

The undersigned has this ___ day of _____ 2017, agreed to purchase the real property located at 1609 Cherrywood Lane, Longwood, Florida 32750 (the "Florida Property"), vested in Marianne T. O'Toole, as the appointed Chapter 7 Trustee for the bankruptcy estate of Calico Industries (the "Debtor") and being sold by Marianne T. O'Toole, as the Chapter 7 Trustee of the Debtor for the sum of \$ _____, and hereby promise and agree to comply with the terms and conditions of the sale of said property, as set forth in the annexed Terms and Conditions of Sale.

PURCHASER (Signature)

PURCHASER (Signature)

PRINT NAME OF PURCHASER

PRINT NAME OF PURCHASER

ADDRESS

ADDRESS

TELEPHONE NUMBER

TELEPHONE NUMBER

FAX NUMBER

FAX NUMBER

Received from _____ the sum of \$ _____ as a non-refundable deposit for the purchase of the Florida Property pursuant to the Terms and Conditions of Sale, except to the extent as provided in the annexed Terms and Conditions of Sale.

This is to verify that the final selling price in the above sale was for the sum of \$ _____.

EWALD AUCTIONS, INC.

Marianne T. O'Toole, Chapter 7 Trustee
LaMonica Herbst & Maniscalco LLP
Attorneys for the Trustee
3305 Jerusalem Avenue
Wantagh, New York 11793
(516) 826-6500
(516) 826-0222 Fax

ATTORNEY INFORMATION

Name _____

Address _____

Phone _____

BAYWOOD INDUSTRIAL PARK

A Subdivision in Section 29, T 20S, R 30 E, Longwood, Seminole County, Florida.

DESCRIPTION

Beginning at the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 20 South, Range 30 East, Seminole County, Florida, thence run $N00^{\circ}02'44''E$ along the East line thereof, 986.76 feet; thence $N89^{\circ}59'40''E$, 1192.49 feet to the Westerly Right-of-way line of State road No. 327, thence Southwesterly along the said R/W as follows: $S37^{\circ}56'50''W$, 88.23 feet; thence $S52^{\circ}09'16''E$, 10.00 feet; thence $S37^{\circ}56'50''W$, 189.05 feet to the beginning of a curve to the left having a radius of 1949.98 feet; thence Southwesterly 325.59 feet along the said curve thru a central angle of $09^{\circ}34'00''$; thence $S28^{\circ}16'44''W$, 413.15 feet; thence leaving the said R/W run $S89^{\circ}36'23''W$, 399.14 feet; thence $S29^{\circ}56'50''W$, 140.00 feet; thence $S89^{\circ}36'23''W$, 188.94 feet to the Point-of-Beginning, containing 18.614 acres, more or less.



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NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

SEM1B26081F

PROPERTY I.D. NUMBER	ESCROW CD	APPLICABLE VALUES AND EXEMPTIONS BELOW	MILLAGE CODE
29-20-30-507-0000-0300			L1

R



179
7 - 57406

CALICO INDUSTRIES INC

LOTS 30 & 34 BAYWOOD INDUSTRIAL
PARK PB 20 PG 10
PAD: 1609 CHERRYWOOD LN



AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE (DOLLARS PER \$1,000 OF TAXABLE VALUE)	ASSESSED VALUE	EXEMPTION (s)	TAXABLE VALUE	TAXES LEVIED
COUNTY	4.8751	215,910	0	215,910	1,052.58
SCHOOL	7.5570	215,910	0	215,910	1,631.63
CITY LONGWOOD	5.5000	215,910	0	215,910	1,187.51
ST JOHNS WATER MANAGEMENT	0.2885	215,910	0	215,910	62.29
PAY ONLINE WWW.SEMINOLETAX.ORG					
TOTAL MILLAGE		18.2206	TOTAL AD VALOREM TAXES		\$3,934.01

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
		TOTAL NON-AD VALOREM ASSESSMENTS
		\$.00

COMBINED TAXES AND ASSESSMENTS	\$3,934.01	See reverse side for important information.
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PAY ONLY ONE AMOUNT	BY NOV 30 3,776.65	BY DEC 31 3,815.99	BY JAN 31 3,855.33	BY FEB 28 3,894.67	BY MAR 31 3,934.01
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NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY I.D. NUMBER	ESCROW CD	APPLICABLE VALUES AND EXEMPTIONS ABOVE	MILLAGE CODE
29-20-30-507-0000-0300			L1

R

CALICO INDUSTRIES INC

LOTS 30 & 34 BAYWOOD INDUSTRIAL
PARK PB 20 PG 10
PAD: 1609 CHERRYWOOD LN

PLEASE DETACH AND RETURN WITH PAYMENT

FOR PROCESSING PURPOSES, PLEASE DO NOT WRITE ON THIS NOTICE.
PAY IN U.S. FUNDS TO SEMINOLE COUNTY TAX COLLECTOR • P.O. BOX 630 • SANFORD, FL 32772-0630

PAY ONLY ONE AMOUNT	BY NOV 30 3,776.65	BY DEC 31 3,815.99	BY JAN 31 3,855.33	BY FEB 28 3,894.67	BY MAR 31 3,934.01
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Lic RE Broker•AB3381•AU1340

12472 Lake Underhill Rd., Ste 312
Orlando, Florida 32828
Office (407) 275-6853
www.ewaldauctions.com

RADON GAS DISCLOSURE

RADON: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.

Additional information regarding radon and radon testing may be obtained from the county public health unit.

Buyer

Date

Buyer

Date

Bid Rigging is a Felony

Agreements among buyers at auctions not to bid against each other for the purpose of purchasing goods at low and noncompetitive prices can be a criminal violation of federal antitrust laws and punishable by fines and imprisonment.

Section 1 of the Sherman Act (15 U.S.C. 1) prohibits bid rigging agreements among competitors if they affect or restrain interstate commerce. Upon conviction, violators are subject to a fine of up to \$250,000 and/or three years of imprisonment.

Corporations are subject to a fine of up to \$10 million.



Information provided as a service to members of the
National Auctioneers Association
8880 Ballentine
Overland Park, Kansas 66214
In cooperation with the
United States Department of Justice.