


ORDERED.

Dated: November 14, 2024



Lori V. Vaughan
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov

In re:

TAG FL, LLC,

Case No.: 6:24-bk-04923-LVV

Debtor.

Chapter 11

**ORDER GRANTING DEBTOR'S
MOTION FOR ENTRY OF AN ORDER:
(I) APPROVING THE SALE OF DEBTOR'S PROPERTY FREE
AND CLEAR OF ALL LIENS AND INTERESTS; (II) APPROVING
BID PROCEDURES; AND (III) SCHEDULING A FINAL SALE HEARING**

This case came on for hearing on November 5, 2024, at 1:30 p. m. (the "Procedures Hearing") upon the Debtor's Motion for Entry of an Order: (I) Approving the Sale of Debtor's Property Free and Clear of all Liens and Interests; (II) Approving Bid Procedures; and (III) Scheduling a Final Sale Hearing (the "Motion") (Doc. 20) and the Objection filed by Northpoint Commercial Finance, LLC (Doc. 25) (the "Objection"). At the hearing, Northpoint Commercial Finance, LLC withdrew the Objection. For the reasons stated orally and recorded in open Court, the Court finds that good cause exists to grant the relief set forth herein and that such relief, including the Bid Procedures proposed in connection with the proposed sale of the Property (as defined in the Motion), is in the best interests of the Debtor's estate and all creditors. Accordingly, the Court finds and determines as follows:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), made applicable to this proceeding pursuant to Bankruptcy Rule 9014;

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

C. The statutory basis for the relief requested in the Motion are (i) sections 105 and 363 of Chapter 11 of title 11 of the United States Code, 11 U.S.C. §101 et seq. (the "Bankruptcy Code"), and (ii) Bankruptcy Rules 2002(a)(2), 6004 and 9014 and (iii) Rule 6004-1 of the Local Rules of the United States Bankruptcy Court for the Middle District of Florida (the "Local Rules");

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

E. The Debtor's proposed notice of the Bid Procedures is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Auction, the sale of the Property free and clear of any and all liens, claims, encumbrances and interests, and the Bid Procedures to be employed in connection therewith;

F. The Debtor articulated good and sufficient reasons for the Court to: (i) approve the Bid Procedures, (ii) approve the sale of the Sale Property free and clear of all liens, claims, encumbrances and interests pursuant to 363 of the Bankruptcy Code; (iii) schedule the Auction

and the Sale Hearing; (iv) approve the manner of notice of the Motion and the Sale Hearing; and (v) set the Objection Deadline (as defined below);

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

H. The Bid Procedures are reasonably designed to maximize the value to be achieved for the Business.

Accordingly, it is

ORDERED:

1. The Motion is **GRANTED** as set forth herein.
2. The Bid Procedures attached hereto as **Exhibit 1** are incorporated herein and are approved in their entirety. The Debtor is authorized to take any and all actions necessary or appropriate to implement the Bid Procedures.
3. Ewald Auctions shall conduct an on-line auction of the Property beginning on December 3, 2024 and concluding on December 12, 2024 at 10:00 a.m. (prevailing Orlando, Florida time). The Auction shall be conducted in accordance with the Bid Procedures.
4. Objections, if any, to the relief requested in the Motion solely with respect to the determination of which Qualified Bid is the Successful Bid or any other aspect of the Auction must: (i) be in writing, (ii) comply with the Bankruptcy Rules and the Local Rules, (iii) be filed with the clerk of the Bankruptcy Court for the Middle District of Florida, Orlando Division, 400 W. Washington Street, Suite 5100, Orlando, Florida 32801 (or filed electronically via CM/ECF), December 14, 2024 (the "Objection Deadline"), and (iv) served upon (a) counsel to the Debtor, Kenneth D. Herron, Jr., Herron Hill Law Group, PLLC, P. O. Box 2127, Orlando, Florida 32802, and (b) the Office of the United States Trustee.

5. **The Sale Hearing shall be held before the Court on December 18, 2024 at 10:00 a.m., before the Honorable Lori V. Vaughan, United States Bankruptcy Court, 400 W. Washington Street, 6th Floor, Courtroom C, Orlando, Florida.**

6. Tareq Issa shall have the right to assert a credit bid in accordance with Section 363(k) of the Bankruptcy Code, for an amount up to the amount of the allowed secured claim; provided that, nothing herein shall be determinative of the extent, validity and/or priority of any such lien. Notwithstanding anything contained herein to the contrary, if Tareq Issa, is the Successful Bidder, then the sale of the Property will be subject to any lien or interest that has priority over Tareq Issa's lien unless the amount of such bid exceeds the sum of: (a) the amount of the allowed secured claim that is the basis of the credit bid; and (b) the aggregate amount of prior liens.

7. Any objection to the claim of Tareq Issa or the right of Tareq Issa to credit bid at the sale (the "Issa Objection") shall be filed no later than December 3, 2024. If an objection is timely filed, then **the Court will conduct a hearing of the Issa Objection on December 10, 2024 at 2:30 p. m., before the Honorable Lori V. Vaughan, United States Bankruptcy Court, 400 W. Washington Street, 6th Floor, Courtroom C, Orlando, Florida.** If an Issa Objection is not timely filed by December 3, 2024, then Tareq Issa shall have the right to credit bid at the sale. Failure by any party to timely file an Issa Objection shall be deemed a waiver of any right to challenge or dispute Tareq Issa's right to credit bid at the sale.

8. The notice of sale, substantially in the form attached hereto as **Exhibit 2** (the "Sale Notice"), is hereby approved.

9. On or before three (3) business days after the entry of this Order, the Debtor will cause the Bid Procedures, substantially in the form attached as **Exhibit 1** hereto, as well as a notice, substantially in the form attached as **Exhibit 2** hereto (the "Auction and Sale Notice"), to

be sent first-class mail postage prepaid to the following: (i) all creditors or their counsel known to the Debtor to assert a lien (including a security interest), claim, right, interest or encumbrance or record against all or any portion of the Business, (ii) the Office of the United States Trustee, (iii) all applicable federal, state and local taxing and regulatory authorities having or asserting jurisdiction over the Debtor or recording offices or any other governmental authorities that, as a result of the Sale, may have claims, contingent or otherwise, in connection with the Debtor's ownership of the Property or have any known interest in the relief requested by this Motion, (iv) all parties in interest who have requested notice pursuant to Bankruptcy Rule 2002, (v) all parties to any litigation involving the Debtor, (vi) all other known creditors and interest holders of the Debtor, including without limitation, all creditors listed in the Debtor's schedules, and (vii) all potential bidders previously identified or otherwise known to the Debtor.

10. Copies of exhibits to the Motion may be obtained by request in writing, by telephone, or via email from counsel to the Debtor: Kenneth D. Herron, Jr., Herron Hill Law Group, PLLC, P. O. Box 2127, Orlando, Florida 32802; phone: (407) 648-0058 or e-mail to chip@herronhilllaw.com. In addition, copies of the aforementioned may be found on the Pacer website, <http://ecf.flmb.uscourts.gov>.

11. The Sale Hearing may be continued, from time to time, without further notice to creditors, equity holders or other parties in interest other than by announcement of said continuance before the Court on the date scheduled for such hearing.

12. If an Auction is conducted and a Successful Bid is selected and advanced to the Court at the Sale Hearing, then the party with the next highest and best Qualified Bid, as determined by the Debtor in the exercise of his reasonable business judgment, will be designated as the backup bidder (the "Back Up Bidder").

13. The Debtor further reserves the right as it may determine to be in the best interests of the Debtor's estate, to (i) determine which bidders are Qualified Bidders, (ii) determine which bids are Qualified Bids, (iii) determine which Qualified Bid is the Successful Bid and Back Up Bid as applicable, (iv) reject any bid that is (a) inadequate or insufficient, (b) not in conformity with the Bid Procedures or the Bankruptcy Code, or (c) contrary to the best interests of the Debtor or the estate, (v) waive any of the terms or conditions contained herein with respect to any or all of the potential bidders, impose additional terms and conditions with respect to all potential bidders, (vi) extend the deadlines set forth herein, (vii) continue or cancel the Auction or the Sale Hearing in open court without further notice, and (viii) modify the Bid Procedures as it may determine to be in the best interest of the estate. In the event the Debtor takes any actions under this paragraph, the debtor shall give reasonable notice to all other potential bidders and parties in interest, who retain the right to object to such actions.

14. To the extent that any Chapter 11 plan confirmed in this case or any order confirming any such plan or any other order in this case (including any order entered after any conversion of this case to a case under Chapter 7 of the Bankruptcy Code) alters, conflicts with or derogates from the provisions of this Bid Procedures Order, the provisions of this Bid Procedures Order shall control. The Debtor's obligations under this Bid Procedures Order, the provisions of this Bid Procedures Order shall survive confirmation of any plan of reorganization or discharge of claims thereunder and shall be binding upon the Debtor, the Debtor, and the reorganized or reconstituted debtor, as the case may be, after the effective date of a confirmed plan or plans in the Debtor's case (including any order entered after any conversion of this case to a case under chapter 7 of the Bankruptcy Code).

15. Subject to the approval of the Successful Bid and the Back-Up Bid (as applicable) by the Court at the Sale Hearing, the Debtor is authorized to sell the Business free and clear of all

liens, claims, encumbrances and interests pursuant to 11 U.S.C. §§ 363 (f)(2), (4) and (5), with all such liens, claims, encumbrances and interests to attach to the proceeds of such sale to the same extent, validity and priority as respectively existed in the Business as of the Petition Date.

16. Pursuant to Rule 6004(f), at the conclusion of the on-line auction, Ewald Auctions shall submit to the United States Trustee and file with the Court an itemized statement of the property sold, the name of each purchaser, and the price received for the property. In addition, Ewald Auctions shall present an affidavit or declaration listing all costs and expenses incurred with the report of sale.

17. The stay provided for in Bankruptcy Rule 6004(h) is hereby waived and this Bid Procedures Order shall be effective immediately upon its entry.

18. All time periods set forth in this Bid Procedures Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

19. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Bid Procedures Order in accordance with the Motion.

20. The Court shall retain jurisdiction over any matters related to or arising from the implementation of this Bid Procedures Order.

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Attorney, Kenneth D. (Chip) Herron, Jr., is directed to serve a copy of this order on interested parties who do not receive service by CM/ECF and file a proof of service within three days of entry of this order.

EXHIBIT

1

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov

In re:

TAG FL, LLC,

Case No.: 6:24-bk-04923-LVV

Debtor.

Chapter 11

BID PROCEDURES

1. Definitions. The following definitions of terms will be applicable to terms used in the Bid Procedures:

a. “Bid Procedures Order” means the order (Doc. __) entered in the Debtor’s above-referenced Chapter 11 case which, among other things, approved the Bidding Procedures. All capitalized terms not otherwise defined in these Bid Procedures shall have the meanings set forth in the Bid Procedures Order.

b. “Broker” means Ewald Auctions, Inc.

c. “Debtor” means TAG FL, LLC.

d. “Property” means the commercial real estate located at 200 N. Harper St., Laurens, SC 29360, owned by the Debtor and consisting of approximately 6.01 acres.

2. Corporate Authority. Each bidder must provide written evidence acceptable to the Debtor in its sole discretion demonstrating the appropriate corporate authorization of the proposed bidder to consummate the purchase of the Property.

3. Credit Bid. Tareq Issa shall have the right to assert a credit bid in accordance with Section 363(k) of the Bankruptcy Code, for an amount up to the amount of his allowed secured claim; provided that, nothing herein shall be determinative of the extent, validity and/or priority of any such lien. Notwithstanding anything contained herein to the contrary, if Tareq Issa, is the Successful Bidder, then the sale of the Property will be subject to any lien or interest that has priority over Tareq Issa’s lien unless the amount of such bid exceeds the sum of: (a) the amount of the allowed secured claim that is the basis of the credit bid; and (b) the aggregate amount of prior liens.

4. Deposit. A deposit of \$25,000.00 (the “Bidder Deposit”) will be required and must be deposited into escrow with the attorney for the Debtor no later than 24 hours before the close of the on-line auction. A bidder that timely submits a Bidder Deposit and who otherwise complies with all bidder qualifications will be deemed a “Qualified Bidder.” Tareq Issa shall not be required to deposit a bidder deposit and will be deemed a Qualified Bidder if he complies with all other bidder qualifications.

5. **No Conditions or Contingencies.** A bid may not contain any financing contingencies, due diligence contingencies or conditions, be subject to any internal corporate or other approvals, or be subject to any other conditions or contingencies to the consummation of the transaction for the purchase of the Property other than being selected as the Successful Bidder (or Back-Up Bidder) (each as defined below) and the entry of the Sale Order.

6. **Irrevocable.** A bid must be irrevocable through the completion of the Auction, provided that if such bid is accepted as the Successful Bid or, if applicable, a Back-Up Bid (as defined below) at the Auction, then each such bid shall remain irrevocable as set forth below.

7. **Disclaimer.** By submitting a bid, each Qualified Bidder agrees to and acknowledges the following terms and conditions with respect to any information received from the Debtor and Broker related to the Property (“Information”):

- a. The Property is being offered AS-IS, WHERE-IS, with ALL FAULTS.
- b. The Information has been prepared:
 - i. for informational purposes only;
 - ii. from materials supplied by the Debtor, local municipalities, and other sources commonly accepted as reliable sources for such type of Information; and
 - iii. to assist potential Bidders and Qualified Bidders in making their own evaluation of the offering and does not purport to be all-inclusive or to contain all of the information that interested parties may desire. The Debtor and Broker and their respective officers, directors, employees, affiliates, agents, advisors and representatives (such parties, collectively, “Representatives”) have not assumed responsibility for independent verification of any of the information contained herein and have not in fact in any way audited such Information. In all cases, Potential Bidders and Qualifying Bidders should conduct their own investigation and analysis of the offering, conduct site inspections, and scrutinize the Information. Potential Bidders and Qualified Bidders should engage legal counsel, accountants, engineers, and/or such other professional advisors as potential Bidders and Qualified Bidders deem appropriate for evaluating the Property.
- c. None of potential Bidders, Qualified Bidders or their respective Representatives are entitled to rely on the accuracy or completeness of the Information, except as provided for in a Purchase and Sale Agreement (“PSA”) that is authorized and approved by the Court.
- d. Although the Debtor and Broker have endeavored for the Information to contain data which they believe to be relevant for the purpose of any potential bidder’s or Qualified Bidder’s investigation, except as expressly set forth in a PSA accepted by the Debtor and approved by the Court, none of the Debtor, Broker or any of their respective Representatives:

i. have made or make and expressly disclaim making any written or oral statements, representations, warranties, promises or guarantees, whether express or implied or by operation of law or otherwise, with respect to the Property or with respect to the accuracy, reliability or completeness of the Information;

ii. to the fullest extent permitted by law, shall have any liability whatsoever to potential bidders, Qualified Bidders or their Representatives on any basis (including, without limitation, in contract, tort, under federal, foreign or state securities laws or otherwise) as a result of, relating or pertaining to, or resulting or arising from: (A) any potential bidder's, any Qualified Bidder's, or any of their Representative's reliance on the Information; (B) potential bidder's, Qualified Bidder's, or their Representatives' use or non-use of the Information; or (C) any alleged acts or omissions of Debtor, Broker or any of their respective Representatives, or any errors or omissions in the Information;

iii. shall have any liability or responsibility for any decisions made by any potential bidder, Qualified Bidder or any of their Representatives in reliance on any Information;

iv. will be under any obligation or duty (express or implied) to make available any Information to any potential bidders, any Qualified Bidders, or any of their Representatives; and

v. will be under any duty or obligation (express or implied) to update, supplement, revise or correct any Information disclosed under these Bid Procedures, regardless of the circumstances.

e. No contract or agreement providing for any transaction shall be deemed to exist between a potential bidder or Qualified Bidder and Debtor, unless and until a Qualified Bidder and Debtor execute and deliver a PSA that is authorized and approved by the Court. Potential bidders and Qualified Bidders hereby waive, in advance, any claims (including, without limitation, breach of contract) in connection with any transaction unless and until a potential bidder or Qualified Bidder and the Debtor shall have executed and delivered a PSA, which has been authorized and approved by the Court. The Debtor reserves the right, in its discretion, to reject any and all proposals made by any potential bidder or Qualified Bidder with regard to a transaction, and to terminate discussions and negotiations with a potential bidder or Qualified Bidder at any time. Subject to the terms of these Bid Procedures, the Debtor shall be free to establish and change any process or procedure with respect to a transaction as the Debtor in its sole discretion shall determine including, without limitation, negotiating with any other interested party and entering into a final definitive agreement relating to a transaction with any other party without prior notice to any potential bidder, Qualified Bidder or any other person.

f. Debtor and Broker, individually and collectively, have not made any representations or warranties, except as expressly set forth in any PSA executed by the Debtor, which has been authorized and approved by the Court. Potential bidders and Qualified Bidders may rely only on the representations and warranties expressly set forth in a PSA executed by the Debtor, which has been authorized and approved by the Court.

8. The Auction; Time and Location. After the initial approximate 30-day marketing period, the Broker, acting on behalf of the Debtor, will conduct an on-line auction of the Property (the “Auction”), the format of which shall be determined by the Broker.

9. Successful Bid. The Auction shall conclude when Debtor receives what is determined by the Debtor, acting in consultation with the Broker, to be the highest and best offer for the Property (the “Successful Bid,” and the bidder submitting it being deemed the “Successful Bidder”) and subject only to the subsequent approval of the Bankruptcy Court. Debtor shall also designate the Back-Up Bidder.

10. Buyer’s Premium. In addition to the amount of the Successful Bid, the Successful Bidder shall pay a “buyer’s premium” equal to ten percent (10%) of the Successful Bid. The total of the Successful Bid and the buyer’s premium shall constitute the “Total Purchase Price” to be paid by the successful bidder for the purchase of the Property. If Tarek Issa credit bids and becomes the Successful Bidder, then a buyer’s premium will be assessed to Tareq Issa and shall become due and payable at the closing of the Sale.

11. Purchase Deposit and Purchase and Sale Agreement. Within 24 hours of becoming the Successful Bidder, the Successful Bidder shall execute a PSA and shall supplement its Bidder Deposit by an additional amount such that the total deposit (the “Purchase Deposit”) equals not less than ten percent (10%) of the Total Purchase Price. The supplemental amount shall be provided by Federal Wire Transfer to the trust account of the Debtor’s attorney. The Purchase Deposit is non-refundable. The balance of the Total Purchase Price shall be paid at closing.

The Back-Up Bidder shall also be required to execute a PSA in the amount of its highest bid as is further provided herein below.

If Tareq Issa credit bids and becomes the Successful Bidder, then the amount of Tareq Issa’s Purchase Deposit shall be ten percent (10%) of the difference between the Total Purchase Price and the amount of Tareq Issa’s allowed secured claim.

12. Closing Costs and Taxes. In addition to the Total Purchase Price, the Successful Bidder shall pay (a) ALL closing costs, and (b) ALL property taxes, both current and delinquent.

13. The Sale Hearing. A hearing on the Sale Motion (the “Sale Hearing”) will be scheduled before the United States Bankruptcy Court, for the Middle District of Florida, Orlando Division, on **December 18, 2024 at 10:00 a.m.** At that time, the Debtor will report to the Court on the bidding for the Property and the Debtor’s determination of the highest and best offer to purchase the Property. The Court will rule on the Sale Motion and any sale issues and determine the successful purchaser of the Property.

14. The Sale Order. The “Sale Order” means an order of the Bankruptcy Court, in form and substance acceptable to the Successful Bidder in its reasonable discretion, subject to the Bankruptcy Court’s approval, that, among other things, (a) authorizes the sale of the Property to the Successful Bidder free and clear of all Liens, claims, encumbrances and other interests pursuant to 11 U.S.C. §§ 363(b) and 363(f), and providing that any such Liens and claims shall attach to the sale proceeds of the Property; and (b) finds and provides (based upon evidence presented to the

Bankruptcy Court) that (i) the Successful Bidder has acted in “good faith” within the meaning of 11 U.S.C. § 363(m), and is entitled to the protections thereunder, (ii) the sale was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm’s length bargaining positions, (iii) the Bankruptcy Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to the sale of the Property or the Successful Bidder’s PSA, or any breach hereof, and (iv) the terms of the PSA and the transaction contemplated thereby may be specifically enforced against and are binding upon, and not subject to rejection or avoidance by, the Debtor. The Sale Order shall further provide that the Successful Bidder is not a successor to the business of the Debtor; that the Successful Bid represents a fair market value of the Property; that the Successful Bidder shall have no liability for any obligations of the Debtor, other than the purchase price; and that the automatic stay under Rule 6004(h) of the Federal Rules of Bankruptcy Procedures shall not apply to the Sale Order.

15. Closing of the Sale. The closing of the Sale shall occur on the date that is no later than thirty (30) calendar days after the date of entry of the Sale Order.

16. Back-Up Bidder. If the Successful Bidder fails to consummate its purchase of the Property by the required closing date because of a breach or failure to perform on the part of such Successful Bidder, the Successful Bidder shall forfeit its Deposit to the Debtor and the next highest or otherwise best qualified bid for the Property will be deemed to be the Successful Bid, as the Back-Up Bidder, and the Debtor will be authorized to consummate the sale with the Back-Up Bidder without further order of the Court. The closing of the sale to a Back-Up Bidder shall take place within ten (10) days after the Back-Up Bidder receives notice from the Debtor that the Successful Bidder failed to close, and that the Debtor has elected to proceed to close with the Back-Up Bidder. If the Back-Up Bidder is unable or unwilling to close the sale in the time permitted, the Back-Up Bidder shall forfeit its Bidder Deposit to the Debtor.

17. Return/Forfeiture of Deposits. Each Bidder Deposit and Deposit shall be maintained in a non-interest bearing account and subject to the jurisdiction of the Bankruptcy Court. Within five (5) business days after the entry of the Sale Order, the Debtor shall return all Bidder Deposits to all bidders except (a) the Bidder Deposit submitted by the Successful Bidder, supplemented to become the Purchase Deposit, shall be applied by the Debtor against the purchase price at the closing of the sale to the Successful Bidder, and (b) the Bidder Deposit submitted by the Back-Up Bidder. If the Successful Bidder defaults under its Purchase and Sale Agreement and/or fails to timely close, then its Purchase Deposit shall be forfeited to the Debtor as liquidated damages. If the Successful Bidder closes the sale, then Debtor shall return to the Back-Up Bidder its Bidder Deposit within five (5) business days after the closing. If the Back-Up Bidder closes on the purchase of the Property, then its Bidder Deposit shall be applied by the Debtor against the Back-Up Bidder’s purchase price.

18. Modifications to Bid Procedures. The Debtor, shall have the right to impose, at or before the Auction, additional terms and conditions on the sale of the Property, to extend or adjourn any deadlines set forth in these Bid Procedures, and to take any other actions with respect to the Auction, the Bid Procedures or the sale of the Property which in its business judgment are reasonably necessary to preserve the bankruptcy estate or maximize the value of the Property and which are not inconsistent with these Bid Procedures, the Successful Bidder’s PSA, or any order

of the Bankruptcy Court. For any additional or modified terms which are material in effect upon the sale, Debtor shall present such terms to the Court and explain the reasons for them at the Sale Hearing.

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

20. Jury Trial. All Qualified Bidders shall be deemed to have waived any right to a jury trial in connection with any disputes relating to the Auction and/or the sale of the Property.

21. Florida Law. All purchase and sale agreements shall be governed by and construed in accordance with the laws of the State of Florida.

22. One Qualifying Bid. If only one Qualifying Bid is submitted before the auction commences, then at the option of Debtor, Debtor through the Broker, may elect to not hold an Auction and shall have the right to request at the Sale Hearing (as defined in the Bidding Procedures Order) that the Court approve the sale with the Qualified Bidder.

EXHIBIT
2

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov

In re:

TAG FL, LLC,

Case No.: 6:24-bk-04923-LVV

Debtor.

Chapter 11

NOTICE OF HEARING

NOTICE IS GIVEN THAT:

1. A sale hearing (the “Sale Hearing”) in this case will be held on **December 18, 2024 at 10:00 a. m. in Courtroom 6C, 6th Floor, George C. Young Courthouse, 400 West Washington Street, Orlando, FL 32801** to consider the sale of the Debtor’s Property pursuant to the Order Granting Debtor’s Motion for Entry of an Order: (I) Approving the Sale of Debtor’s Property Free and Clear of all Liens and Interests; (II) Approving Bid Procedures; and (III) Scheduling a Final Sale Hearing (the “Motion”) (Doc. __). The on-line auction sale for the Property is scheduled to begin on December 3, 2024 and conclude on December 12, 2024 at 10:00 a.m. (prevailing Orlando, Florida time). At the Sale Hearing, the Debtor will report to the Court on the bidding for the Property at the auction and the Debtor’s determination of the highest and best offer to purchase the Property. The Court will rule on any sale issues and determine the successful purchaser of the Property.

2. All parties must attend the hearing in person. Remote appearances are only permitted in limited circumstances as set forth in Judge Vaughan’s Hearing Guidelines, available at <https://www.flmb.uscourts.gov/judges/vaughan>.

3. Any party opposing the relief sought must file a written objection on or before

December 14, 2024.

4. The Court may continue this matter upon announcement made in open Court without further notice.

DATED: November ____, 2024

CERTIFICATE OF SERVICE

I certify that on November ____, 2024 a copy of the foregoing was served by first class U.S. Mail, postage prepaid, to all non-CM/ECF participants listed on the attached mailing matrix.

Kenneth D. Herron, Jr.
Florida Bar No. 699403
Herron Hill Law Group, PLLC
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Orlando, Florida 32802
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