ORDERED in the Southern District of Florida on July 31, 2026.

Robert A. Mark, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re:	Case 25-21286 RAM
7 AT BLUE LAGOON (1), LLC	
In re:	*Jointly administered with*
7 AT BLUE LAGOON (2), LLC Debtors	Case 25-21287 RAM

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AGREED ORDER ON BID AND SALE PROCEDURES FOR AUCTION SALE
<u>OF DEBTORS' PROPERTY AND SETTING SALE HEARING</u>[1]

THIS CAUSE came before the court on the Agreed Motion [DE #281] of RIC (Blue Lagoon) LLC ("RBL"), Michael J. Schlesinger and the Law Firm of Michael J. Schlesinger ("Schlesinger"), and the Debtors, and signed by Adeena Weiss Ortiz as representative of the Debtors, pursuant to the *ORDER (I) DENYING THE SALE MOTION WITH A STALKING HORSE BIDDER WITHOUT PREJUDICE, (II) DENYING THE REFINANCING MOTION*

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[1] Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreed Motion.

WITH PREJUDICE, (III) ESTABLISHING A DEADLINE FOR FILING AN AGREED SALE MOTION, AND (IV) PROVIDING FOR APPOINTMENT OF A CHAPTER 11 TRUSTEE UPON DEFAULT [DE #278]. Upon consideration of the Agreed Motion, the Court being otherwise duly advised in the premises, it is accordingly –

ORDERED and ADJUDGED that:

1. The Agreed Motion is **GRANTED**.

2. The Debtors shall proceed to sell their Property: 4865 NW 7 Street, Miami, FL 33126 — consisting of three (3) land lots (Folios 01-3131-010-0050, 01-3131-010-0052, 01-3131-010-0051) and having the legal description set forth in Exhibit B to the Agreed Motion, in accordance with the following bid and sale procedures (the "Bid and Sale Procedures" or the "Procedures"):

a. The sale is of the Debtors' property located at 4865 NW 7 Street, Miami, FL 33126, consisting of three lots (Tax Folios 01-3131-010-0050, 01-3131-010-0051 and 01-3131-010-0052,) and having the legal description set forth on Exhibit B to the Agreed Motion, together with all fixtures, appurtenances, improvements, easements and development rights (the "Property"), on an as-is, where-is basis, free and clear of any and all interests, claims, liens, and encumbrances thereon pursuant to 11 U.S.C. §§ 105(a), 363(b), 363(f), 365(b), and 365(f).

b. The sale of the Property shall be an auction sale, without a stalking horse, at which all Qualified Bidders (as defined in subparagraph (p) below) shall have the right to bid.

c. RBL is deemed to be a Qualified Bidder and, pursuant to 11 U.S.C. § 363(k), may credit bid the full amount of its secured claim against the Property (the "RBL Secured Claim," which, as of the date of the auction, is not less than $23,425,000.00, subject to adjustment through the date of the closing) (such credit bid, the "Credit Bid"). RBL may submit a bid consisting solely of a Credit Bid or a bid combining its Credit Bid with additional cash consideration (a "Credit Bid Plus Cash Bid"). RBL shall not be required to register, pay any deposit, or provide evidence of financial ability to close as a condition to bidding. For all purposes of evaluating and comparing bids at the auction, the full face amount of RBL's Credit Bid shall be deemed to have the same value as an equivalent amount of cash.

d. Upon the sale of the Property free and clear of claims, liens, interests, and encumbrances under 11 U.S.C. § 363(f), all such claims, liens, interests, and encumbrances shall attach to the cash proceeds of the sale with the same priority, validity, and effect as they now have in and on such assets, subject to the rights, claims, defenses, and objections of the Debtors, their estates, and all parties in interest; provided, however, that nothing in this Order shall impair, subordinate, avoid, or otherwise adversely affect the validity, priority, extent, or enforceability of RBL's first-priority lien or the RBL Secured Claim, which shall be paid in full at the Closing if RBL is not the successful purchaser.

e. The auction will be conducted on August 14, 2026, at 2:00 p.m., by Debtors' broker, Jason A. Welt of Trustee Realty Inc., by Zoom video conference. Access instructions and the Zoom link will be provided to registered bidders, creditors, and parties in interest.

f. Any person or entity wishing to bid, other than RBL (a "Potential Bidder"), must register with the Debtors' broker (jw@jweltpa.com and 954-803-0790), not less than four (4) business days before the auction—August 10, 2026, by providing legal name, contact information, name of organization, and the identity and authority of the individual who will bid, together with any additional information reasonably requested by the Debtors' broker to establish the bidder's ability to perform. The registration information shall also be provided to the Debtors' counsel, Joel Aresty.

g. To qualify to bid, a bidder, other than RBL, must, by the registration deadline, deliver a refundable good faith deposit in the amount of $500,000 and reasonable evidence of financial ability to close, including proof of funds satisfactory to the Debtors. The deposits shall be held in the Debtors' counsel's attorney trust fund account. Deposits of unsuccessful bidders (excluding back-up bidders) will be returned within three (3) business days after the auction sale.

h. Initial bids shall be submitted to the Debtors' broker, Jason A. Welt, who shall serve as the auctioneer, not later than two (2) business days before the auction sale date (by August 12, 2026). Initial bids must identify the bidder and purchase price; be irrevocable until the conclusion of the hearing to consider the approval of the sale (the "Sale Hearing"); not be conditioned on financing or due diligence or a title commitment or title policy, and include an acknowledgment of these Procedures.

i. The Debtors' broker, as auctioneer, will announce the opening bid at the start of the auction. Overbids must be at least $50,000 above the then-current highest bid. The initial bid amount shall be the amount of RBL's Credit Bid.

j. The Debtors' broker will identify the highest and best bid and the second and third highest and best bids, if any, as back-up bids, and the corresponding bidders, which may include a bid by RBL. Each back-up bid will remain open and binding until the closing of a sale to a higher-ranked bidder. If the successful bidder fails to close, the Debtors may, without further auction, proceed to close with the next available back-up bidder on the terms of its bid.

k. At the conclusion of the auction, the Debtors shall designate the highest and best bid as the successful bid, subject to Court approval at the Sale Hearing on August 19, 2026, at 3:30 PM. The Debtors will promptly file after the auction a notice of auction results identifying the successful bidder and the back-up bidders. At the Sale Hearing, the Court will consider the bids and any objections to the sale or to the bids. Unless an objection is upheld or the Court finds other cause to invalidate the sale or any bid, the Court shall approve the sale and shall designate the highest and best bid and any qualified back-up bids.

l. The successful bidder if other than RBL must pay an additional deposit of $500,000 in readily available cash funds on or before close of business on the next business day following the auction (on August 17, 2026).

m. The successful bidder must close within fifteen (15) days after the successful bidder's bid is approved at the Sale Hearing (the "Closing"), and the Closing must be on terms consistent with its bid and these Procedures. Failure to timely close, time being of the essence, will result in forfeiture of the bidder's deposit(s) as liquidated damages, and the Debtors may proceed with a back-up bidder.

n. Prior to the Closing, each of the Debtors shall execute and deliver to the successful purchaser such deeds and other standard closing documents as may be reasonably necessary to satisfy title insurance requirements.

o. At the Closing, the successful bidder (if other than RBL) or the successful bidder's closing agent or attorney shall pay RBL by wire transfer the full amount of the RBL Secured Claim as of the date of the auction sale, together with interest thereon on the Florida judgment rate for the period from the date of the sale to the date of the closing and any attorney's fees incurred by RBL during the period between the date of the sale and the date of the Closing. RBL shall provide a payoff statement to the successful bidder. All other proceeds of sale shall be held by the Debtors' counsel in an attorney trust fund account, subject to the resolution of creditor claims and further order of the Court.

p. A bid submitted by a Potential Bidder other than RBL shall constitute a "Qualified Bid," and such bidder a "Qualified Bidder," only if, by the applicable deadline, the bid: (i) is in writing and identifies the bidder and the purchase price; (ii) is accompanied by the $500,000 good faith deposit and reasonable evidence of financial ability to close required by subparagraphs (f) and (g); (iii) is irrevocable through the conclusion of the Sale Hearing and is not conditioned on financing, further due diligence, internal or board approval, or the receipt of any title commitment or title policy; (iv) is on an as-is, where-is basis consistent with these Procedures; and (v) includes the bidder's written acknowledgment that it has not engaged, and will not engage, in any collusion prohibited by 11 U.S.C. § 363(n).

q. RBL's Credit Bid, and any Credit Bid Plus Cash Bid, shall each constitute a Qualified Bid without the need for any registration, deposit, or additional documentation. As provided in subparagraph (c), for purposes of comparing bids, the full face amount of RBL's Credit Bid shall be treated as the equivalent amount of cash.

r. The Debtors' broker, as auctioneer, may adopt reasonable rules for the conduct of the auction that are consistent with this Order and that do not disadvantage any Qualified Bidder in any material respect.

s. Any and all objections to the sale or to the bids shall be served and filed not later than two (2) business days prior to the Sale Hearing (by August 17, 2026).

t. The Sale Hearing to consider approval of the sale of the Debtors' Property free and clear of all liens, claims, and encumbrances will be held August 19, 2026, at 3:30 P M, by Video Conference by Zoom for Government. The hearing scheduled by this notice will take place only by video conference. DO NOT GO TO THE COURTHOUSE. Attorneys must advise their clients not to appear at the courthouse. Although conducted by video conference, the hearing is a court proceeding. The formalities of the courtroom must be observed. All participants must dress appropriately, exercise civility, and otherwise conduct themselves in a manner consistent with the dignity of the Court. To participate in the hearing, you must register in advance no later than 3:00 p.m., one business day before the date of the hearing. To register, click on or enter the following registration link in a browser:

https://www.zoomgov.com/meeting/register/vJIsduqrrTIsGwLENmZWZhscEHry3et9jXQ

u. The Sale Hearing may be continued by the Court from time to time without further notice to creditors or parties in interest other than by announcement of the continuance in open court on the date scheduled for the Sale Hearing.

3. Pursuant to 11 U.S.C. § 363(m), the reversal or modification on appeal of this Order and/or the Order entered as a result of the Sale Hearing shall not affect the validity of the sale of the Property unless such authorization and such sale are stayed pending appeal.

4. The Court shall retain jurisdiction to enforce and implement the terms and provisions of this Order, to compel the execution by the Debtors of all reasonably necessary deeds and other conveyancing documents to the successful purchaser, to compel delivery of the Property to the successful purchaser, to resolve any disputes arising under or related to the sale transaction, and to interpret, implement, and enforce the provisions of this Order, the order entered following the Sale Hearing, and any other applicable orders of the Court.

5. Notwithstanding Bankruptcy Rule 9006, the Order entered upon the Sale Hearing shall be effective and enforceable immediately upon entry, and the 14-day stay provided for under the Bankruptcy Rules is waived.

6. The Court reserves jurisdiction to disapprove any sale in the event that the winning bid is the Credit Bid, in which event the Court will consider appointment of a Chapter 11 Trustee and any other relief sought by the parties in interest.

7. If RBL is the successful bidder based on a Credit Bid Plus Cash Bid, such bid shall be considered a valid bid. All parties in interest reserve all rights to object to any bids, including

any Credit Bid Plus Cash Bid, on any basis and seek any other relief.

8. The Court will enter an order directing the Office of the United States Trustee to appoint a Chapter 11 Trustee if Debtors fail to satisfy any of the deadlines, procedures, or conditions set forth in this Order.

9. The Court reserves jurisdiction to hear and determine any claim by the Debtors' broker for compensation, and any objections thereto, whether based on contract, the value of services rendered or any other grounds. No closing proceeds shall be disbursed until the Court determines the Debtors' broker's entitlement to a commission or other compensation. The Court shall consider any objections to the broker's claim for compensation at the Sale Hearing or as soon thereafter as the Court's schedule permits.

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Submitted by:

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(Attorney Aresty is required to serve a copy of this Order on all interested parties and file a certificate of service)