

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION  
[www.flmb.uscourts.gov](http://www.flmb.uscourts.gov)

In re: Chapter 11  
LUMASTREAM, INC., Case No. 8:20-bk-00999-CPM  
Debtor.

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**NOTICE OF (I) PROPOSED SALE OR OTHER DISPOSITION OF  
CERTAIN ASSETS OF LUMASTREAM, INC., (II) ASSUMPTION  
AND ASSIGNMENT OF CONTRACTS, AND (III) DEADLINE  
AND PROCEDURES FOR SUBMISSION OF OBJECTIONS**

**NOTICE IS HEREBY GIVEN** that **GSFT 2201 1<sup>st</sup> Ave S, LLC** is receiving this Notice on account of the contract (the “**Contract**”) further described below, to which Lumastream, Inc. (the “**Debtor**”) is a party:

**CONTRACT:** Lease of Non-Residential Real Property  
**CURE AMOUNT:** \$18,591.00

**You are advised to review this Notice in its entirety as it sets forth deadlines and procedures for the submission of objections to the Cure Amount and to assumption of the contract by the Debtor and assignment of the Contract to a third party.**

The first section of this Notice (entitled “**The Auction and Sale Process**”) sets forth details regarding the proposed sale or other disposition of certain assets of the Debtor. The second section of this Notice (entitled the “**Assumption and Assignment of Contracts**”) sets forth the deadline and procedures for submission of objections to the assumption and assignment of contracts to the purchaser in the sale process.

**I. THE AUCTION AND SALE PROCESS**

**NOTICE IS HEREBY GIVEN** that the Debtor has sought approval of the United States Bankruptcy Court for the Middle District of Florida, Tampa Division (the “**Bankruptcy Court**”), for the sale or other disposition of certain of its assets. In this respect, on April 24, 2020, the Debtor filed with the Bankruptcy Court a motion (the “**Sale Motion**”) seeking, among other things, the authority of the Bankruptcy Court for the Debtor to solicit bids for the sale or

other disposition of some or all of its assets, to schedule an auction and to seek the approval of the sale of assets free and clear of all liens, claims and encumbrances, except as provided in the sale documents, at the highest and best bid received at auction.

**NOTICE IS FURTHER GIVEN** that the Sale Motion and the Order approving the deadline and procedures for the submission of any bids (the “**Bid Procedures Order**”) are on file with the Bankruptcy Court and are available for inspection and photocopying during regular business hours at the Office of the Clerk of the United States Bankruptcy Court, Tampa Division, 801 N. Florida Ave., Ste. 555, Tampa, Florida 33602. The Sale Motion and the Bid Procedures Order are posted on the Debtor’s counsel’s website at [www.srbp.com](http://www.srbp.com). Any party wishing to receive a copy of the Sale Motion or the Bid Procedures Order may obtain such copy, via United States first class mail, upon written request to Scott A. Stichter, Esquire, or Susan Sharp, Esquire, counsel for the Debtor, Stichter, Riedel, Blain & Postler, P.A., 110 E. Madison Street, Suite 200, Tampa, Florida 33602.

**NOTICE IS FURTHER GIVEN** that a hearing to consider approval of the Sale Motion and to consider any timely filed objections thereto will be held at the United States Bankruptcy Court, Courtroom 8B, Sam M. Gibbons United States Courthouse, 801 N. Florida Avenue, Tampa, FL 33602, on **May 29, 2020 at 2:00 p.m.** (the “**Sale Hearing**”). The Sale Hearing may be adjourned and/or continued in open court from time to time without further notice.

## **II. ASSUMPTION AND ASSIGNMENT OF CONTRACTS**

**NOTICE IS HEREBY GIVEN** that, pursuant to the Bid Procedures Order, the Contract may be assumed and assigned to the Successful Bidder. In connection with such assumption and assignment, arrearages under the Contract are to be cured. The Debtor asserts the Cure Amount reflected above in this Notice is the amount to be cured for any monetary and non-monetary defaults in the event the Contract is assumed and assigned to a Bidder. If you object to the Cure Amount reflected above in this Notice (the “**Cure Amount Objection**”), you must object to the Cure Amount in writing and file your objection with the Court **no later than May 25, 2020** (the “**Cure Amount Objection Deadline**”), which Cure Amount Objection shall set forth: (a) the specific grounds of such objection; and (b) any and all defaults of the Debtor (whether monetary or non-monetary) that you allege are in existence under such Contract and, if such alleged defaults are non-monetary, the nature of such non-monetary defaults and the amount of money or the type of action required to cure such non-monetary defaults.

**NOTICE IS FURTHER GIVEN** that if you object to the Contract being assumed and assigned, you must object in writing and file your objection with the Court **by May 25, 2020 (before the start of the Sale Hearing)** (the “**Assumption Objection**”), which Assumption Objection shall set forth: (a) the specific grounds of such objection; and (b) any and all defaults of the Debtor (whether monetary or non-monetary) that you allege are in existence under the Contract and, if such alleged defaults are non-monetary, the nature of such non-monetary

defaults and the amount of money or the type of action required to cure such non-monetary defaults.

**NOTICE IS FURTHER GIVEN** that any timely asserted Cure Amount Objection and Assumption Objection will be decided by the Court at the Sale Hearing.

**NOTICE IS FURTHER GIVEN** that if you fail to timely file written objections to the proposed assumption and/or assignment of the Contract as set forth above, you shall be conclusively deemed to have waived any such objections and to have consented thereto.

**NOTICE IS FURTHER GIVEN** that if you file a Cure Amount Objection and/or Assumption Objection, you must also serve the objection so as to be received by the relevant deadline by the following parties: (i) counsel to the Debtor, Scott A. Stichter, Esq. and Susan Heath Sharp, Esq., Stichter, Riedel, Blain & Postler, P.A., 110 East Madison Street, Suite 200, Tampa, Florida 33602, Email: [sstichter@srbp.com](mailto:sstichter@srbp.com) and [ssharp@srbp.com](mailto:ssharp@srbp.com); and (ii) the Debtor's investment banker, James S. Cassel and Philip Cassel, of Cassel Salpeter & Co., LLC, 801 Brickell Avenue, Suite 1900, Miami, Florida 33131, Email: [pcassel@cs-ib.com](mailto:pcassel@cs-ib.com) and [jcassel@cs-ib.com](mailto:jcassel@cs-ib.com).

DATED: May 6, 2020

*/s/ Scott A. Stichter*

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Scott A. Stichter (FBN 0710679)

Susan H. Sharp (FBN 716421)

STICHTER, RIEDEL, BLAIN & POSTLER, P.A.

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Tampa, Florida 33602

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Email: [sstichter@srbp.com](mailto:sstichter@srbp.com)

Attorneys for Debtor

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Notice has been furnished on May 6, 2020 by the Court's CM/ECF electronic mail system to all parties receiving electronic notice and by U.S. Mail to GSFT 2201 1st Ave S LLC, 2214 NW 1st Place, Miami, FL 33127.

*/s/ Scott A. Stichter*

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Scott A. Stichter