

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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**MOTION FOR ORDER AUTHORIZING  
(I) THE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S  
ASSETS PURSUANT TO 11 U.S.C. § 363, FREE AND CLEAR OF ALL  
LIENS, CLAIMS AND ENCUMBRANCES TO SUCCESSFUL BIDDER, AND  
(II) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS**

LUMASTREAM, INC., as debtor and debtor in possession (the “**Debtor**”), by and through its undersigned attorneys, respectfully requests the entry of an order by this Court authorizing: (a) the sale of substantially all of its assets free and clear of any and all claims (including “claims” as defined in § 101(5) of the Bankruptcy Code), mortgages, pledges, liens, security interests, interests, charges, encumbrances, setoffs, recoupments, cure claims, liabilities, debts, indebtedness, costs, damages, judgments or obligations of any character whatsoever and whenever arising, either before or after the Petition Date (collectively, the “**Encumbrances**”) to the purchaser with the highest and best bid submitted through the bidding procedures and auction process in the Bid Procedures Order (as defined below), pursuant to 11 U.S.C. § 363; and (b) the assumption and assignment of Contracts (as defined herein) (the “**Sale Motion**”). In support of this Sale Motion, the Debtor states as follows:

**Jurisdiction and Venue**

1. This Court has jurisdiction to consider this Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334. The subject matter of this Sale Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this district pursuant to 28 U.S.C. § 1408.

2. The statutory predicates for the relief sought in this Sale Motion include 11 U.S.C. §§ 105, 363, 365, 1107, 1108, 1123, 1129, and 1146; Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure; and Local Rule 6004-1.

### **General Background**

3. On February 5, 2020 (the “**Petition Date**”), the Debtor filed its Voluntary Petition for Relief under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”).

4. The Debtor continues to operate its business and manage its property as debtor in possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.

5. LumaStream is a technology company whose core competency is built around the digital conversion of power and efficient energy distribution. LumaStream has invented technology, protected by 23 granted patents, that fundamentally changes and improves the way power is distributed in buildings.

### **Sale Efforts; Bidding Procedures**

#### **Sale Efforts**

6. The Debtor filed the bankruptcy case with the intention of selling assets pursuant to §363 of the Bankruptcy Code. After the Petition Date, the Debtor began to interview investment bankers to run the sale process.

7. The Debtor subsequently employed Cassel Salpeter & Co., LLC (“**Cassel Salpeter**”) as its investment banker and the Court has approved Cassel Salpeter’s retention (the “**Cassel Salpeter Retention Order**”) [Doc. No. 76] in connection with the sale of assets. Cassel Salpeter has extensive experience in representing companies in connection with the sale of assets.

8. As part of its marketing efforts, Cassel Salpeter has contacted numerous parties about the sale opportunity, obtained executed confidentiality agreements from interested parties,

coordinated access to the data room, and interfaced with interested parties to answer questions and provide requested information.

9. Cassel Salpeter is entitled to be paid compensation set forth in Cassel Salpeter Retention Order at closing (the “**Cassel Salpeter’s Fee**”).

10. By the Sale Motion, the Debtor seeks to sell substantially all of its assets (the “**Offered Assets**”)<sup>1</sup>. The Offered Assets shall be sold, transferred and conveyed by the Debtor to the successful bidder(s) at closing (the “**Closing**”) free and clear of all Encumbrances, excepting permitted liens and assumed liabilities as set forth in the successful bidder’s asset purchase agreement, pursuant to § 363 of the Bankruptcy Code and an order of this Court granting this Sale Motion (the “**Sale Order**”).

Bidding Procedures

11. To establish a fair and competitive process for submission of competing bids for the Offered Assets, on April 24, 2020, the Debtor filed its *Expedited Motion for Entry of an Order (i) Approving Bid Procedures in Connection with the Sale of Substantially all of the Debtor’s Assets, (ii) Establishing Procedures for the Assumption and/or Assignment of Certain Executory Contracts and Unexpired Leases, (iii) Approving Procedures for Selection of Stalking Horse Bidder and Establishing Break Up Fee, (iv) Approving Form and Manner of Notice of Bidding Procedures, and (v) Setting Objection Deadlines* (the “**Bid Procedures Motion**”) [Doc. No. 93]<sup>2</sup> seeking approval of bid procedures and other relief to ensure the highest and best offer is received for the Offered Assets.

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<sup>1</sup>The Offered Assets will not include the excluded assets to be set forth in the Form APA (as defined below). It is anticipated that the list of excluded assets will include, among other things cash, accounts receivables, avoidance actions, and equipment.

<sup>2</sup>A copy of the Bid Procedures Motion will be posted on the website of Debtor’s counsel ([www.srbp.com](http://www.srbp.com)) under “Client Documents”.

12. The Bid Procedures Motion seeks the approval of (a) procedures in connection with the submission of bids for the purchase of the Offered Assets; (b) auction procedures; (c) form and manner of notice of bid procedures; (d) procedures to select and approve a stalking horse bidder, including establishing a break-up fee with such stalking horse bidder; and (e) procedures for the assumption and/or assignment by the Debtor of certain executory contracts and unexpired leases.

13. All parties are directed to review the procedures set forth in the Bid Procedures Motion for the submission of competing bids and the proposed bid deadlines.

### **Relief Requested**

#### *Sale of Assets*

14. By the Sale Motion, the Debtor requests that this Court, pursuant to §§ 363(b), (f) and (m) of the Bankruptcy Code and Rule 6004 of the Federal Rules of Bankruptcy Procedure, approve the sale of the Offered Assets pursuant to a purchase agreement between the Debtor and the successful bidder free and clear of all Encumbrances, except for permitted liens and assumed liabilities as set forth in the successful bidder's asset purchase agreement. The sale process will be conducted as provided in the Bid Procedures Order.

15. The Debtor will also seek to assume and assign certain contracts and unexpired leases to be specifically identified by a buyer in a purchase agreement.

16. Section 363(b)(1) states that the "trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Courts usually defer to the business judgment of a debtor in deciding whether or not to authorize a debtor to sell property outside the ordinary course of business. *See e.g., In re*

*Continental Airlines, Inc.*, 780 F.2d 1223 (5<sup>th</sup> Cir. 1986); *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2<sup>nd</sup> Cir. 1983); *In re Mason's Nursing Center, Inc.*, 73 E.R. 360, 362 (Bankr. S.D. Fla. 1987).

17. Section 363(b)(1) of the Bankruptcy Code authorizes a trustee or debtor in possession to “use, sell, or lease, other than in the ordinary course of business, property of the estate” after notice and a hearing. 11 U.S.C. §§ 363(b)(1). The standard applicable to a motion under § 363(b)(1) of the Bankruptcy Code is whether the proposed sale serves a sound business purpose. *In re BDK Health Management*, 1998 WL 34188241, \*5 (Bankr. M.D. Fla. 1998). To determine whether this standard is satisfied, Courts have considered whether: (1) there is any improper or bad faith motive, (2) price is fair and the negotiations or bidding occurred at arm’s length, (3) there has been an adequate procedure, including proper exposure to the market and accurate and reasonable notice to all parties in interest. *In re Gulf States Steel Inc. of Alabama*, 285 B.R. 497, 514 (Bankr. N.D. Ala. 2002). In this instance, each of the factors are met.

18. Subject to the terms and conditions of the purchase agreement with any successful bidder, the Debtor, in the sound exercise of its business judgment, has concluded that consummation of the sale of the Offered Assets pursuant to the bid approved by this Court will best maximize the value of the Debtor’s estates for the benefit of the Debtor’s creditors and parties in interest.

19. In order to ensure the highest possible recovery for the Debtor’s estate, the Debtor proposes a competitive auction for the sale of the Offered Assets, as contemplated by the Bid Procedures Motion. Accordingly, the Debtor respectfully asserts that ample business justification exists for the sale of the Offered Assets.

20. Pursuant to § 363(f) of the Bankruptcy Code, the Debtor will sell the Offered Assets free and clear of all Encumbrances, except those assumed in the bid of the successful purchaser.

The Debtor seeks an order that the contemplated sale of the Offered Assets to the purchaser free and clear of all Encumbrances, other than the permitted liens and assumed liabilities as set forth in the successful bidder's asset purchase agreement. The Debtor proposes that any liens transfer and attach to the net sale proceeds with the same validity, priority, force and effect that such liens had on the assets immediately prior to the Closing.

21. The Debtor requests that, after the sale hearing, this Court enter the order approving the sale (the "**Sale Approval Order**") authorizing and approving the purchase offer executed by the party approved by the Court as having submitted the highest and best bid for the Offered Assets (the "**Successful Bidder**") and designating the party approved by the Court as having submitted the second highest bid for the Offered Assets (the "**Backup Bidder**"), and authorizing the Debtor's execution of, entry into, and consummation of the executed agreements. The Debtor also seeks authority to pay Cassel Salpeter's Fee at Closing.

22. Subject to the Debtor making specific proffers regarding the ultimate bidder or back-up bidder(s), the Debtor requests that the Order approving the sale find that the successful purchaser is a good-faith purchaser entitled to protections of §§ 363(m) and (n) of the Bankruptcy Code.

23. For all of the reasons set forth in this Sale Motion, the Debtor, through the exercise of its business judgment, has determined that the sale of the Offered Assets to the successful purchaser and the other transactions set forth in the purchase agreement approved by this Court are in the best interests of the Debtor, its creditors, and its estate. The Debtor has been engaged in and continues to be engaged in efforts to market the Offered Assets. The Debtor submits and has determined that the proposed purchase price offered by the successful bidder will represent fair market value, and the proposed sale is in the best interests of the estate. Moreover, the proposed sale is subject to higher and better offers which will ensure that the price is fair and reasonable.

Assumption and Assignment of Contracts

24. By the Sale Motion, the Debtor also seeks, pursuant to §§ 365(a) and (b)(1) of the Bankruptcy Code, authority to assume and/or assign to the successful bidder all of its right, title and interest in and to the executory contracts, leases, and agreements as set forth in the purchase agreement approved by the Court (collectively, the “**Transferred Debtor Contracts**”) free and clear of all Encumbrances. The Debtor’s assumption and/or assignment to the successful bidder of the Transferred Debtor Contracts is conditioned upon the approval of this Court and the closing of the transactions contemplated by the purchase agreement approved by this Court, as well as the resolution of any objections to such assumption and/or assignment filed with the Court.

25. The Debtor believes that the successful bidder will have sufficient assets to provide adequate assurance of future performance of these obligations.

26. The Debtor believes that the successful bidder will be able to perform its obligations under the Transferred Debtor Contracts following the closing under the purchase agreement approved by this Court, and that the assumption and/or assignment to the successful bidder of the Transferred Debtor Contracts is in the best interest of the Debtor, its creditors and its estates in that it will relieve the Debtor of additional claims and obligations under the Transferred Debtor Contracts. The successful bidder will be willing to undertake performance of the Transferred Debtor Contracts upon the Closing of, and subject to the terms and conditions of, the purchase agreement approved by this Court, conditioned upon the Court’s approval of the assumption and/or assignment of the Transferred Debtor Contracts and Closing on the purchase agreement approved by this Court.

**Notice**

27. A copy of this Sale Motion is being served on the Office of the United States Trustee and on all creditors and parties in interest of the Debtor. Accordingly, the Debtor requests that the Court enter an order finding that such notice of this Sale Motion is adequate and sufficient and complies with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules of this Court.

28. At the Sale Hearing, the Debtor will request that the Court enter an order waiving the 14-day stay set forth in Rules 6004(g) and 6006(d) of the Federal Rules of Bankruptcy Procedure and providing that the orders granting this Sale Motion be immediately enforceable and that the closing under the Sale Agreements may occur immediately.

WHEREFORE, the Debtor respectfully requests entry of an order granting the relief requested herein, approving the sale of the Offered Assets to the highest and best offer, paying the Cassel Salpeter's Fee at Closing, and for such other and further relief as is just and proper.

*/s/ Scott A. Stichter*

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Email: [ssharp@srbp.com](mailto:ssharp@srbp.com)  
Attorneys for Debtor



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing *MOTION FOR ORDER AUTHORIZING (I) THE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS PURSUANT TO 11 U.S.C. § 363, FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, AND (II) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS* was furnished by CM/ECF or U.S. MAIL on this 24<sup>th</sup> day of April, 2020, to:

All creditors on the matrix attached

All lessors or other parties to the Contracts listed on the Matrix Attached

Pinellas County Tax Collector  
315 Court Street, 3<sup>rd</sup> Floor  
Clearwater, FL 33756

*/s/ Scott A. Stichter*  
\_\_\_\_\_  
Scott A. Stichter

13861 (2343196)

Label Matrix for local noticing  
113A-8  
Case 8:20-bk-00999-CPM  
Middle District of Florida  
Tampa  
Fri Apr 24 11:15:25 EDT 2020

Cassel Salpeter & Co., LLC  
801 Brickell Avenue, Suite 1900  
Miami, FL 33131-4920

John Glasscock  
c/o Jones Law Group  
5622 Central Avenue  
St. Petersburg, FL 33707-1718

John and Ella Marie Windt  
c/o Trenam Law  
Lara R. Fernandez  
101 E. Kennedy Boulevard, Suite 2700  
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2201 1st Avenue South  
St. Petersburg, FL 33712-1219

Andres Wydler  
1478 Pacific Ave.  
San Francisco, CA 94109-2641

A.L.P. Lighting Components, Inc.  
6333 Gross Point Rd.  
Niles, IL 60714-3915

AFLAC  
1932 Wynnton Rd.  
Columbus, GA 31999-0002

APT Industrial Supply  
43 Country Rd 59  
Phoenix, NY 13135-2116

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6626 15th Ave. S.  
Gulfport, FL 33707

All Covered  
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San Francisco, CA 94139-3163

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Azione Unlimited, LLC  
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Chester Springs, PA 19425-2233

BA Precisions  
2920 NW 2nd Ave., #4  
Boca Raton, FL 33431-6687

Barn Light Electric  
320 Knox McRae Dr.  
Titusville, FL 32780-6502

Basil Roberts  
5400 Dr. MLK Jr St S  
St. Petersburg, FL 33705-5112

Brandon Noble  
1952 Levine Lane  
Clearwater, FL 33760-1611

CED-Raybro  
323 23rd St South  
Saint Petersburg, FL 33712-1251

CT Corporatiohn  
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City of St. Petersburg  
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CliftonLarsonAllen  
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Commercial Electrical Contracting, Inc.  
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Saint Petersburg, FL 33712-1206

Cooliance  
60 Alhambra Rd.  
Warwick, RI 02886-1445

Daniel Artascos  
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Port Richey, FL 34668-2300

(p)DE LAGE LANDEN FINANCIAL  
ATTN LITIGATION & RECOVERY  
1111 OLD EAGLE SCHOOL ROAD  
WAYNE PA 19087-1453

Delaware Secretary of State  
Delaware Division of Corporations  
PO Box 5509  
Birmingham, NY 13902-5509

Department of Revenue  
 PO Box 6668  
 Tallahassee FL 32314-6668

Dobbs Stanford  
 2715 Electronic Lane  
 Dallas, TX 75220-1217

Dolores Daniel  
 8990 Country Square Dr  
 Seminole, FL 33777-2647

Douglas Lighting Controls  
 3605 Gilmore Way, #280  
 Burnaby, British Columbia V5G 4X5

Duke Energy  
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 Charlotte, NC 28201-1004

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E Craftsmen Corporation  
 c/o Robert C. Folland, Esq.  
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 Palm Beach Gardens, FL 33418-3945

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 Conway, AR 72033-2139

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 Durham, NC 27713-1883

Environmental Lights  
 P.O. Box 784792  
 Philadelphia, PA 19178-4792

Eric Higgs  
 2608 Driftwood Rd S  
 St. Petersburg, FL 33705-3248

Exact Software NA LLC  
 33045 Collection Center Drive  
 Chicago, IL 60693-0330

Farco Plastics Supply  
 11704 US Highway 19 North  
 Clearwater, FL 33764-7492

Fastenal  
 1846 1ST Ave S  
 Saint Petersburg, FL 33712-1319

Florida Department of Revenue  
 5050 W. Tennessee St.  
 Tallahassee, FL 32399-0100

Future Electronics  
 9600 Kroger Blvd., #245  
 Saint Petersburg, FL 33702-2467

GSFT 2201 1st Ave S LLC  
 2214 NW 1st Place  
 Miami, FL 33127-4823

Gazelle Capital  
 5511 Central Ave.  
 Saint Petersburg, FL 33710-8050

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HT Global Circuits  
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Hemant and Nimisha Chheda  
 Joint Tenants in Entirety  
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 Tampa, FL 33634-7461

ICTC  
 16090 Flight Path Drive  
 Brooksville, FL 34604-6824

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 Dallas, TX 75373-0223

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 Hwagok-Dong, Kangseo-gu  
 Seoul, Korea

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 10830 Canal St., Unit C  
 Largo, FL 33777-1635

Innovative Audio, Inc.  
 2142 Pontiac Rd., Suite 201  
 Auburn Hills, MI 48326-2409

Integrated Cable Solutions  
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 Tampa, FL 33634-4513

Integriserv Cleaning Systems  
P.O. Box 355  
Holland, OH 43528-0355

Inter Outstanding Electronics  
53-5 Zhen Shan, Po Chen Road  
Yuan Shan Hsiang, I-LA, Taiwan

Inter Outstanding Electronics Inc  
Brown & Joseph, LLC c/o Peter Geldes  
PO Box 249  
Itasca, IL 60143-0249

Interactive Technologies  
5295 Lake Point Center Dr. #100  
Cumming, GA 30041-0901

Internal Revenue Service  
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Philadelphia, PA 19101-7346

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L P Hench Company, Inc.  
2701 Vista Parkway, Suite A10  
West Palm Beach, FL 33411-2733

LED Dynamics  
44 Hull St  
Randolph, VT 05060-1263

Ledra Brands, Inc.  
15774 Gateway Circle  
Tustin, CA 92780-6469

Lightheaded Lighting, Ltd  
1150-572 Nicola Place  
Port Coquitlam, BC V3B 0K4

Linus Alarm Corporation  
c/o AFA Redemption Center,  
1646 W Chester Pike Ste 31  
West Chester, PA 19382-7979

Livingston International Inc  
PO BOX 5640, Terminal A  
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Chicago, IL 33712

MSC Industrial Supply  
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Palatine, IL 60055-0075

Magic Power Technology Co.  
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Nagamia Irrevocable Trust  
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Thonotosassa, FL 33592-3954

Natioinal Saw Co.  
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Clearwater, FL 33773-3041

Nelco Products, Inc.  
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Clearwater, FL 33760-3560

Nework Sales & Marketing, Inc  
12911 Pioneer Trail  
Eden Prairie, MN 55347-4109

North East Rep Agency  
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International House  
Ealing Broadway  
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Precision Sales Group, Inc.  
1970 Derita Rd.  
Concord, NC 28027-3355

RF Carlson  
6551 Palmer Park Circle  
Sarasota, FL 34238-7727

RIO Grande Rep Company  
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Denver, CO 80223-1534

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Somthawin Maneekrua  
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Largo, FL 33770-3334

Sound & Marketing  
691 Executive Dr.  
Willowbrook, IL 60527-5603

Spectrum  
P.O. BOX 31710  
Tampa, FL 33631-3710

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Saint Petersburg, FL 33733-3489

Supply One  
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Atlanta, GA 30353-8417

TUV SUD America  
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Pittsburgh, PA 15253-5906

Tom Richards  
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Canada

Total Quality Logistics  
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Cincinnati, OH 45263-4558

Total Quality Logistics, LLC  
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Cincinnati, OH 45245-0002

Travelers CL Remittance Center  
P.O. Box 660317  
Dallas, TX 75266-0317

UL LLC  
75 Remittance Drive Suite #: 1524  
Chicago, IL 60675-1524

ULINE  
ATTN: Accounts Receivable  
P.O. Box 88741  
Chicago, IL 60680-1741

UPS Supply Chain Solutions, Inc.  
1930 Bishop Lane, #200  
Louisville, KY 40218-1938

Uline, Inc.  
12575 Uline Drive  
Pleasant Prairie WI 53158-3686

UnitedHealth of Florida  
Dept CH 10151  
Palatine, IL 60055-0151

Variable Luminaire Corp  
NO. 30-1, SEC . 3, Jhongyi Road  
Gueishan Township, Taoyuan County  
Taiwan 33373

Vertical Business Solutions, LLC  
P O BOX 327  
Williamsville, NY 14231-0327

Vision 2 Marketing  
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Nashville, TN 37204-3191

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United States Trustee - TPA +  
Timberlake Annex, Suite 1200  
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Tampa, FL 33602-3949

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Susan H Sharp +  
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Tampa, FL 33602-3945

Robert C. Folland +  
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4540 PGA Boulevard, Suite 208  
Palm Beach Gardens, FL 33418-3945

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

De Lage Landen Financial Services, Inc.  
P O Box 41602  
Philadelphia, PA 19101-1602

JP Service Group LLC  
206 S. Stanley Drive  
Beverly Hills, CA 90210

(d)Konica Minolta Premier Finance  
P.O. Box 41602  
Philadelphia, PA 19101-1602

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)E Craftsmen Corporation

(u)Andres Wydler

(d)Andres Wydler  
1478 Pacific Ave.  
San Francisco, CA 94109-2641

(u)Hemant and Nimisha Chheda  
Joint Tenants in Entirety

(u)John Petrozza

(d)John and Ella Marie Windt  
1591 Montmorency Dr.  
Vienna, VA 22182-2074

(u)Joseph D. Reed and Robin L. Reed  
Co-Trustees, of the Reed Family Trust

(u)Nagamia Family Trust

(u)Nagamia Irrevocable Trust

(u)Rajendra P. and Sulochana Kedar

End of Label Matrix	
Mailable recipients	137
Bypassed recipients	10
Total	147