



ORDERED in the Southern District of Florida on August 5, 2015.

A handwritten signature in black ink, appearing to read "John K. Olson".

John K. Olson, Judge
United States Bankruptcy Court

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

In re:

SIXTH STREET PLAZA, INC.,

Debtor.

CASE NO. 15-18168-JKO
CHAPTER 11

**AGREED ORDER GRANTING IN PART REGENT BANK'S MOTION TO EXPAND
AUTHORITY OF RECEIVER TO DESIGNATE RECEIVER AS SOLE PERSON
RESPONSIBLE FOR NEGOTIATING WITH THE CITY OF FORT LAUDERDALE
REDEVELOPMENT AGENCY**

THIS CAUSE came before the Court for hearing on July 30, 2015 at 1:30 p.m. on Regent Bank's Motion to Expand Authority of Receiver to Designate Receiver as Sole Person Responsible for Negotiating With the City Of Fort Lauderdale Redevelopment Agency (the "Motion") [ECF 59]. At the hearing, the parties announced that they had agreed to the relief set forth herein. Accordingly, the Court finds that cause exists to grant the Motion in part based on the parties' agreement. The Court therefore

ORDERS and **ADJUDGES** as follows:

1. The Motion is GRANTED IN PART as further set forth herein.
2. The authority of John Halliday (the “Receiver”), the custodian who the Court has excused from turnover, is expanded from the Court’s previous order such that the Receiver shall have the sole authority to negotiate on behalf of the Debtor the terms of all leases of the Debtor’s Commercial Properties with all tenants, whether existing or new. The authority granted to the Receiver herein is subject to further order of the Court.
3. Nothing contained herein is intended to limit the authority previously granted to the Receiver. All other authority granted to the Receiver in previous orders shall remain in full force and effect, and the Receiver’s authority is expanded only to the extent expressly addressed herein.
4. The Receiver may, without further order of the Court, extend the Debtor’s lease with the City of Fort Lauderdale Redevelopment Agency (the “CRA”), which the parties believe expires on August 31, 2015, at the option of the CRA, on the same terms as the current lease for a period of up to three months. The Receiver may execute all documents necessary to effectuate said extension and shall provide notice to the Debtor’s counsel and Regent upon execution of the extension.
5. In respect to the Receiver’s expanded authority to undertake the negotiations with the tenants, the Receiver requested that the Debtor provide certain information. Specifically, the Receiver indicated that he had sent correspondence to the Debtor on July 22, 2015 that contained an attached memorandum that set forth the documents the Debtor needed to produce. While the Receiver has received some of the documents, he has not received them all.
6. The Court therefore orders that the Debtor provide, by the close of business on August 7, 2015, a written response to the Receiver’s list of documents contained in the memorandum sent on July 22, 2015. The response should include as to each separate listed item

a statement wherein the Debtor indicates what documents it has in its possession and what documents that do not exist.

7. The Debtor is then ordered to produce, on or before August 14, 2015, any documents that the Debtor indicates are in existence that are responsive to the Receiver's document request.

8. The Court retains jurisdiction to enforce the terms of this Order.

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Submitted by and copies furnished to:

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Robert F. Reynolds, Esq. is directed to serve a copy of this Order on all entitled to service thereof and to file a certificate of service immediately thereafter.