

28 U.S.C. §§ 157 and 1334; and in consideration that the Motion and the requested relief presents a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Court under 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and no other or further notice needing to be provided; and the relief requested in the Motion being in the best interests of the Debtors, their creditors, and parties-in-interest; and the Court having reviewed the Motion and having held a hearing on October 1, 2014 with the appearance of parties-in-interest (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein, and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

THE COURT HEREBY FINDS AS FOLLOWS:³

A. Sale & Bid Procedures. The Debtors have established good and sufficient reasons for authorization and approval of the Sale & Bid Procedures, attached hereto as **Exhibit 1**, which are fair, reasonable, appropriate under the circumstances, and are designed to maximize the value realized by the Debtors for the benefit of the Debtors’ estates, the Debtors’ creditors, and other parties-in-interest.

B. Notice Of Sale. The Sale Notice, attached hereto as **Exhibit 2**, is reasonably calculated to provide all interested parties with timely and proper notice of the Sale & Bid Procedures and any proposed sales, including: (i) the Sale & Bid Procedures, the Schedule, and associated dates and deadlines; and (ii) other relevant details and information reasonably calculated to provide adequate and sufficient notice.

C. Holders’ Proof Of Claim Deadline. The Holders’ Proof of Claim Deadline is

³ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact. Fed. R. Bankr. P. 7052.

reasonable and appropriate under the circumstances to afford both the Holders and the Debtors with adequate notice and time to address, preserve, and resolve each party's appropriate rights and remedies in connection with the Sale & Bid Procedures and in advance of the sale hearing, without prejudice to each party's right to contest, object, defend, or otherwise assert any rights and remedies as to the Holders' Proofs of Claim filed in these Bankruptcy Cases.

D. Marketing Expense. Subject to Court approval in connection with the pending cash collateral matter and related budget, the Broker's Marketing Expense of an aggregate amount of \$80,000.00 is a just, reasonable, and appropriate exercise of the Debtors' sound business judgment.

E. Closing Costs & Commissions. Payment at closing of prorated real estate taxes due, grantor's taxes due, and other customary and reasonable closing costs, including any applicable, additional co-brokerage fees, absent further Court approval, is just, reasonable, and appropriate under the circumstances. Payment of the Broker, after the closing of a sufficient number of sales of the Properties, so as to enable the Debtors to determine the applicable commission structure that the Broker will be paid, absent further Court approval and upon five (5) days' written notice filed with the Court and served via e-mail or U.S. Mail to the Core Parties is just, reasonable, and appropriate under the circumstances. The Broker shall be paid in accordance with the application to retain the Broker, including, without limitation, the Broker's flat-fee commission, which shall be owed if the Properties fail to sell for an amount sufficient to satisfy the amounts due to the Holders.

AND IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is hereby GRANTED.
2. The Sale & Bid Procedures, in the form of Exhibit 1, attached hereto, are hereby

approved in their entirety, and the Debtors are authorized to solicit bids, offers, and otherwise take any and all actions necessary to implement the Sale & Bid Procedures.

3. The Sale Notice, in the form of **Exhibit 2**, attached hereto, is hereby approved in all respects, including, without limitation, its intended notice on (i) the Core Parties; and (ii) all creditors and parties-in-interest, with no further notice being required.

4. CompassRock Real Estate, LLC, in its capacity as court-appointed receiver for the Properties (the “Receiver”) shall cooperate fully with the Debtors, the Liquidating Representative, and the Broker with respect to the sale process and related requests concerning the sale process, including, without limitation, providing documentation, information, and access to and concerning the Properties.

5. If either of the Holders intend to credit-bid under 11 U.S.C. § 363(k) on the Properties, or any portion thereof, then, on or before **October 24, 2014 at 5:00 PM prevailing Eastern time** (the “Holders’ Proof of Claim Deadline”), the Holders, must file with the Court, and serve on the Debtors’ undersigned counsel and the Liquidating Representative via electronic mail, each respective Holder’s proof of claim in connection with any and all claims, debts, or amounts purportedly due to either of the Holders from either of the Debtors. The failure of either of the Holders to file a proof of claim on or before the Holders’ Proof of Claim Deadline shall void that Holder’s right to credit-bid in the sale of the Properties. Such failure shall not otherwise affect or alter rights concerning the Holders’ proofs of claim, including with respect to deadlines established by the Court or pursuant to the Rules, concerning the proofs of claim; such failure shall be without prejudice to (i) the underlying validity, extent, and amount of the Holder’s claim or later-filed proofs of claim, and (ii) any of the Debtors’ defenses or objections thereto.

6. Except as set forth otherwise in this Order, nothing in this Order shall be construed as: (1) a waiver or concession of the Debtors' rights to contest the amount, validity, extent, and priority of any liens or claims, including the Holders' liens that purport to encumber the Properties; (2) a request to limit or otherwise prohibit the Holders from filing with the Court their proof of claim at a date beyond the Holders' Proof Of Claim Deadline; (3) any limitation on a Holder's credit-bid rights, except as expressly provided in the Order; or (4) any limitation on the Debtors rights to request, and the Court to enter an order that, limits, modifies, or conditions a Holder's credit-bid rights.

7. Subject to further approval or order of this Court in connection with the pending cash collateral matter and related budget, the Broker's Marketing Expense is otherwise approved as a just, reasonable, and appropriate exercise of the Debtors' sound business judgment.

8. Prior to any closing of any Sale, each Debtor shall establish its own escrow account to hold sale proceeds from the sales of their respective Properties, and Encumbrances will attach to such proceeds in the form, amount, manner, extent, priority, and validity of such lien or interest as existed on the Petition Date. Sale proceeds shall not be subject to or encumbered by customary easements and other title matters that may run with the land, which shall not attach to or encumber proceeds of the sale(s) of the Properties.

9. Upon the closing of each given sale, without further court approval, the Debtors shall be authorized to pay at closing prorated real estate taxes due, grantor's taxes due, and other customary and reasonable closing costs, including any applicable, additional co-brokerage fees.

10. Without further Court approval but subject to five (5) days' written notice filed with the Court and served via e-mail or U.S. Mail to the Core Parties, upon the closing of a sufficient number of sales of the Properties, so as to enable the Debtors to determine the

applicable commission structure that the Broker will be paid, the Debtors are authorized to pay to the Broker, in accordance with the application to retain the Broker, commissions, including, if applicable, the Broker's flat-fee commission, which shall be owed if the Properties fail to sell for an amount sufficient to satisfy the amounts due to the Holders. Said payments of commission to the Broker shall be made at or after closing to conform with the requirement of five (5) days' written notice to be filed with the Court and served via e-mail or U.S Mail to the Core Parties.

11. Within seven (7) business days of entry of the Order, the Debtors are directed to serve the Sale Notice on (i) the Core Parties, defined below; and (ii) all creditors and parties-in-interest. The Debtors shall add to the list of Core Parties any party-in-interest that requests notice of notice and service of any pleadings, motions, documents, and other papers concerning the sale process and the events and dates contained in the Schedule.

12. The Debtors shall serve and provide notice of motions, applications, hearings, and other matters pertaining to the sale process on additional parties that are not Core Parties, if such non-Core Party either files with the Court such request or serves such request on the Debtors' counsel via e-mail, hand-delivery, overnight, or U.S. Mail.

13. This Order is without prejudice to any relief that the Debtors may seek with respect to the assumption and assignment or rejection of contracts and unexpired leases that affect or concern the Properties, or any portions thereof, including, without limitation the Debtors' rights under 11 U.S.C. § 365.

14. Notice on the Core Parties is sufficient and adequate, and any objections, responses, or other disputes asserted or raised by any one of the Core Parties as to the Motion or the relief requested therein or awarded in this Order that have not been adjourned, continued, resolved, or withdrawn are overruled in all respects on the merits.

15. In the event of any inconsistency between this Order, the Motion, and the Sale & Bid Procedures, this Order shall govern in all respects.

16. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

17. The requirement under Local Bankruptcy Rule 9013-1(G), of a separate memorandum of points and authorities to accompany a motion, is hereby waived with respect to the Motion.

18. Notice of the Motion provided therein shall be deemed good and sufficient notice.

19. Notwithstanding any Bankruptcy Rule, including, without limitation, Rule 6004(h), or any one of the Local Rules that may otherwise delay the effectiveness of this Order, the terms and conditions of this Order shall be effective and enforceable immediately upon entry on the Court's docket.

20. This Court shall retain exclusive jurisdiction over any and all matters, disputes, or issues arising from or related to the implementation interpretation of this Order and any related sales or transactions.

DATED: September ___, 2014

United States Bankruptcy Judge

ENTERED ON DOCKET:

I Ask For This:

/s/

Robert H. Chappell, III, Esq. (VSB No. 31698)

Neil E. McCullagh, Esq. (VSB No. 39027)

Jennifer J. West, Esq. (VSB No. 47522)

James K. Donaldson, Esq. (VSB No. 80307)

Spotts Fain PC

411 East Franklin Street, Suite 600

Richmond, Virginia 23219

Proposed Counsel for the Debtors &

Debtors-In-Possession

CERTIFICATION

The undersigned certifies that the foregoing Order has been endorsed by or served on all necessary parties as required by Local Bankruptcy Rule 9022(C)(1).

Date

/s/

Proposed Counsel

EXHIBIT 1

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

River City Renaissance, LC, &
River City Renaissance III, LC¹,

Debtors.

Chapter 11

(Joint Administration)

Case No. 14-34080-KLP

SALE & BID PROCEDURES

These sale and bid procedures (the “Sale & Bid Procedures”) shall be employed with respect to the proposed sales (individually or collectively, the “Sale”) of all the Debtors’ Properties under 11 U.S.C. § 363, such Sale being subject to the approval of the U.S. Bankruptcy Court for the Eastern District of Virginia (the “Court”) in the above-captioned proceedings.

BACKGROUND

On September 20, 2014, the Debtors filed with the Court their motion (the “Motion”)² seeking entry of an Order (I) Approving Sale And Bid Procedures; (II) Approving The Form And Manner Of Notice; (III) Approving Broker Compensation, And (IV) Granting Related Relief pursuant to 11 U.S.C. §§ 105(a) and 363 and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Rules”) and Local Rule 6004-2 of the Local Rules for the Court.

On September [X], 2014, the Court entered an Order approving the employment and retention of Development Specialists, Inc. as the Debtors' Liquidating Representative, and the Liquidating Representative will make operational decisions on the Debtors' behalf, including, without limitation, review and final approval of all sales of the Properties.

On October [X], 2014, the Court entered an Order (the “Sale & Bid Procedures Order”), which, among other things, authorized the Debtors to conduct a sale and marketing process designed to procure a Sale of the Properties.

These Sale & Bid Procedures describe, among other things, (a) the Properties to be marketed, listed, and available for sale, (b) the manner in which bidders and prospective purchasers may submit offers; (c) coordination of due diligence and inspection periods; (d) the receipt and negotiation of offers received; (e) the selection of offers; and (f) the Court's approval thereof.

¹ The final four digits of the federal tax ID numbers for River City Renaissance, LC and River City Renaissance III, LC, respectively, are 8910 and 8102.

² Capitalized terms not defined herein shall have the meaning ascribed to them in the Motion.

Between October 2 and October 24, the Broker will provide prospective purchasers with access to certain due diligence information related to the Properties, along with physical access to the Properties. During this time and upon execution of a confidentiality and indemnification agreement, (the “Confidentiality Agreement”) prospective purchasers will (i) have access to confidential information, reports, information, and documents prepared by third-parties concerning the Properties contained in the Data Room; and (ii) be able to inspect and tour the Properties at certain times. Prospective purchasers will agree and be required not to disclose information contained within the Data Room and to hold harmless the Debtors and their professionals from any claims pertaining to such information or the inspection of the Properties.

Following the open house and inspection phase, in mid-October, the Broker will issue a call for offers, which date or dates may vary by property. Thereafter, the Broker will further negotiate offers and work with the Debtors to negotiate contracts that maximize the value of the Properties. Next, the Broker will call for final and best offers from interested and potential purchasers.

NATURE OF SALE

The assets and properties to be sold are all of each Debtor’s portfolio of multi-family residential apartment buildings located in the City of Richmond, Virginia, more particularly described at **Schedule A**, attached hereto (collectively, the “Properties”). Each Debtor’s Properties will be sold to prospective purchasers in bulk, individually, or any combination thereof. Any Sale of the Properties shall be on an “as is, where is” basis without representations or warranties of any kind, nature, or description by any of the Debtors, their professionals, agents, equity security holders, or their bankruptcy estates. Title to the Properties shall be conveyed by Special Warranty Deed. Pursuant to any Sale, the Properties shall be sold free and clear of all Encumbrances, and any Encumbrances shall attach to the net proceeds of the Sale of the Properties, except customary easements and other title matters that may run with the land shall not attach to or encumber proceeds of the sale(s) of the Properties. The Debtors shall assume and assign to any purchaser, and any purchaser shall be obligated to, provide adequate assurance of performance of any obligations owed to tenants at the Properties, including, without limitation the performance of obligations in connection with security deposits for unexpired lease agreements at the Properties.

INSPECTION & DILIGENCE

Each prospective purchaser, before or after submitting an Offer, as described below, shall have an opportunity to participate in the inspection and diligence process after executing and delivering a Confidentiality Agreement which shall (i) require the prospective purchaser to refrain from disclosing any non-public information contained in or obtained through such inspection or diligence process, including, without limitation, materials in the Data Room; and (ii) hold harmless the Debtors, and their professionals and agents, as to any injury or claim arising from a statement contained in, or omission from, information, documents, and other materials concerning the Properties, contained in the Data Room or made available elsewhere or the inspection of the Properties. The Debtors expressly disclaim any representations and warranties contained in statements, documents, and other materials concerning the Properties,

contained in the Data Room or made available elsewhere or the inspection of the Properties.

The Debtors may, in their sound business judgment, after execution of purchase contracts and agreements, permit limited diligence and inspections of the Properties, including inspections or diligence in connection with the evaluation of certain of the Properties, including diligence to determine (i) the eligibility for conversion from apartment units to condominiums, and (ii) the eligibility of historic tax credit renovations.

OFFERS

Offers must be in writing, conform to these Sale & Bid Procedures, including the Schedule, below, and substantially conform to the applicable form contract in the Data Room, and shall include or be accompanied by the following:

- (a) confirmation that the prospective purchaser's offer to purchase the Properties, or any portions thereof, is irrevocable for a period of thirty (30) days after the date of receipt of the offer, accompanied by a Deposit, defined below;
- (b) a good faith cash deposit (the "Deposit") equal to five percent (5%) of the purchase price indicated in the Offer, which Deposit shall be delivered to the Broker and held in escrow by the Broker;
- (c) written evidence of the ability to consummate and close the transaction proposed by the Offer, to the satisfaction of the Debtors; and
- (d) for offerors that are entities, written evidence of authority to enter into and consummate and close the transaction proposed by the Offer, to the satisfaction of the Debtors, and upon request of the Debtors, confirmation and identification of any such entity offeror's investors, members, officers, directors, owners, and/or equity holders.

The Debtors shall have the right, in consultation with the Broker and the Liquidating Representative, in their sound business judgment, to accept an offer even if such offer does not conform to the aforementioned requirements of these Sale & Bid Procedures or the Sale & Bid Procedures Order, provided further that, the Debtors may reject any offer that fails to meet the requirements set forth in these Sale & Bid Procedures and the Sale & Bid Procedures Order.

Each potential purchaser, by submitting an Offer, shall be deemed to acknowledge and agree that it is not relying on any document or information contained in the Data Room or any written or oral statements, representations, promises, warranties, or guarantees of any kind, whether implied or express, by operation of law or otherwise, including those of the Debtors and their professionals, agents, employees, representatives, contractors, or counsel regarding the Debtors, the Properties, these Sale & Bid Procedures, the Sale & Bid Procedures Order, or any information in connection therewith.

Each potential purchaser, by submitting an Offer, shall be deemed to acknowledge and

agree that it consents to the jurisdiction of the U.S. Bankruptcy Court for the Eastern District of Virginia to enter any final order resolving any dispute, contested matter, or adversary proceeding and waives any and all right to a jury trial in connection with an such dispute, contested matter, or adversary proceeding pertaining or relating to the Debtors' qualification of Offers, the Sale, the construction and enforcement of these Sale & Bid Procedures or the Sale & Bid Procedures Order, and/or the definitive documents concerning the Sale, as applicable.

Each Offer shall be submitted to (i) the Debtors' Liquidating Representative, Joseph J. Luzinski, Development Specialists, Inc., 200 South Biscayne Boulevard, Suite 1818, Miami, FL, 33131, jluzinski@dsi.biz; (305) 374-2718 (facsimile); (ii) the Debtors' counsel, Robert H. Chappell, III, Spotts Fain, PC, 411 East Franklin Street, Suite 600, Richmond, Va., 23219, rivercity@spottsfain.com, (804) 697-2125 (facsimile); and (iii) the Broker, Birck Turnbull, Thalhimer, 11100 West Broad Street, Glen Allen, Va., 23060, birck.turnbull@thalhimer.com, (804) 697-3479 (facsimile).

As soon as practicable, the Debtors will file with the Court a motion seeking to assume and assign to the prospective purchasers the Debtors' contracts and unexpired leases. If any objection to the proposed assumption and assignment of a contract or lease or related cure amount is filed in accordance with the Assumption Procedures, a hearing with respect to such objection will be held before the U.S. Bankruptcy Court for the Eastern District of Virginia, and any such hearing may be held before or after the closing of the Sale(s).

SCHEDULE

Subject to the Debtors' reservation of rights to modify these Sale & Bid Procedures, the following schedule of dates and timelines (the "Schedule") shall control the Sale Process:

- i) October 2, 2014, 9:00 AM³ - The Broker shall be authorized to commence marketing, advertising, and listing efforts on October 2, 2014. As necessary and deemed appropriate, between October 2 and October 24, 2014, the Broker shall allow access to the Properties, including any preliminary inspections, tours, and open houses;
- ii) October 17, 2014, 5:00 PM - With the exception of "River City Court," described below, all offers to purchase the Properties, or any portions thereof, will be received from the potential purchaser(s) no later than October 17, 2014 at 5:00 PM, providing that offers may be submitted earlier;
- iii) October 24, 2014, 5:00 PM - Offers contemplating a purchase of the Property known as "River City Court," located on North Nansemond Street, between Hanover and Patterson Avenues, in the City of Richmond, VA., 23221, will be received from the potential purchaser(s) no later than October 24, 2014 at 5:00 PM, although offers may be submitted earlier;
- iv) October 27, 2014, 5:00 PM - The Debtors shall review offers to purchase the

³ Unless stated otherwise, all times listed are prevailing Eastern time.

Properties on or before October 27, 2014 at 5:00 PM (the “Selection Deadline”); thereafter, the Broker will call for final and best offers and engage in appropriate negotiations for higher and better offers that maximize the value of the Properties;

- v) November 18, 2014, 5:00 PM - The Debtors shall file with the Court, and serve **only** on (i) the Core Parties, defined below; (ii) parties that request notice and service of papers by filing such request with the Court or serving such request on the Debtors’ undersigned counsel via e-mail, hand-delivery, overnight, or U.S. Mail; and (iii) parties that submitted Offers, defined in the Sale & Bid Procedures, or signed a Confidentiality Agreement, a motion seeking the approval of purchase contracts and agreements giving final notice of the date, time, and location of related hearings, and other relief sought in conjunction therewith (the “Sale Motion & Notice Date”), which motion shall contain a summary of the relevant terms of applicable purchase contracts, provided further that interested parties may request copies of the full and complete purchase contracts from the Debtors’ undersigned counsel;
- vi) November 24, 2014, 2:00 PM - Any objections or responses to the notice or motion seeking the approval of purchase contracts and agreements filed and served by the Debtors on or before the Sale Motion & Notice Date shall be filed with the Court and served no later than November 24, 2014 at 2:00 PM, or no later than twenty-four (24) hours prior to an alternate hearing date;
- vii) November 25, 2014, 2:00 PM - The Court shall preside over a hearing to approve purchase contracts and agreements on or about November 25, 2014 at 2:00 PM (the “Preliminary Sale Hearing”);
- viii) December 11, 2014, 5:00 PM - As necessary and applicable, the Debtors shall file with the Court notice of purchase contracts and agreements, as modified, amended, or supplemented, to be heard by the Court at the Continued Sale Hearing, defined below, which notice or motion shall be provided **only** to (i) the Core Parties, defined below; (ii) parties that request notice and service of papers by filing such request with the Court or serving such request on the Debtors’ undersigned counsel via e-mail, hand-delivery, overnight, or U.S. Mail; and (iii) parties that submitted Offers, defined in the Sale & Bid Procedures, or signed a Confidentiality Agreement, which notice or motion shall contain a summary of the relevant terms of applicable modified, amended, or supplementary purchase contracts, provided further that interested parties may request copies of the full and complete purchase contracts from the Debtors’ undersigned counsel;
- ix) December 15, 2014, 2:00 PM - Any objections or responses to the notice or motion seeking the approval of purchase contracts and agreements, as modified, amended, or supplemented, to be heard by the Court at the Continued Sale Hearing, defined below, filed and served by the Debtors on or before December 11, 2014 shall be filed with the Court and served no later than December 15, 2014 at 2:00 PM, or no later than twenty-four (24) hours prior to an alternate hearing date; and

- x) December 16, 2014, 2:00 PM - As deemed necessary in the Debtors' business judgment, the Court may preside over a hearing to approve additional or modified purchase contracts and agreements on or about December 16, 2014 at 2:00 PM (the "Continued Sale Hearing").⁴

SALE HEARING PROCEDURES

The Debtors seek to have the sale hearing(s) before the Court in accordance with the Schedule, set forth above, as may be modified. The sale hearing(s) may be adjourned or rescheduled without notice other than by an announcement of the adjourned date at a sale hearing. The Debtors reserve all rights to execute final purchase contracts on earlier dates and seek expedited relief and approval from the Court of such contracts at earlier dates as the circumstances may warrant.

To the extent that certain contracts and agreements are not finalized, or in the event that higher and better offers are submitted outside the dates and timelines contemplated by the Schedule, then the Debtors may file with the Court no later than three (3) business days prior to any sale hearing, and serve **only** on (i) the Core Parties, defined below; (ii) parties that request notice and service of papers by filing such request with the Court or by serving such request on the Debtors' undersigned counsel via e-mail, hand-delivery, overnight, or U.S. Mail; and (iii) parties that submitted Offers, or signed Confidentiality Agreements, notice of amended, revised, or modified contracts and purchase agreements. Such shortened notice shall be deemed valid, appropriate, and reasonable by the Court, and the Debtors reserve all rights to seek expedited relief, shortened notice, or other relief that the Debtors deem prudent in their sound business judgment.

If a purchaser fails to consummate and close the transactions contemplated by an Offer as approved by order of the Court at a sale hearing for any reason, then the Debtors shall be entitled to retain the applicable and respective Deposit(s). The Debtors and any other person may pursue any and all remedies available under law against the purchaser in connection with its failure to consummate any Sale.

RESERVATION OF RIGHTS

Notwithstanding anything to the contrary herein, the Debtors reserve the right, in their reasonable judgment, to modify these Sale & Bid Procedures at any time, with notice to prospective purchasers and, except in the case of any immaterial modifications, notice to the Core Parties, including, without limitation, (i) to adjourn or make earlier a sale hearing or any of the dates or deadlines set forth herein one or more times for any reason; (ii) to terminate these Sale & Bid Procedures at any time to pursue an alternative strategy for disposition of the Properties or reorganization of the Debtors that maximizes the value of the Debtors' estates; (iii) to determine which Offer(s), if any, is the highest and best offer; (iv) to reject at any time, any offer that is (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bankruptcy Code or these Sale & Bid Procedures, or (c) contrary to the best interests of the

⁴ The Debtors reserve all rights to modify or shorten the applicable notice period prescribed by the applicable Bankruptcy Rules with respect to the sale hearings and seek appropriate relief from the Court to do so.

Debtors, their estates, their creditors, the restitution claimants, and any other parties-in-interest; or (v) accept an offer from a prospective purchaser that does not otherwise meet the requirements set forth in these Sale & Bid Procedures, provided that, upon submission of an Offer any such prospective purchaser that submits an Offer shall be deemed to have consented to the procedures, findings of fact, conclusions of law, and other requirements set forth in either these Sale & Bid Procedures or the Sale & Bid Procedures Order.

EXHIBIT 2

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

River City Renaissance, LC, &
River City Renaissance III, LC¹,

Debtors.

)
) Chapter 11
) (Joint Administration)

)
)
)
) Case No. 14-34080-KLP
)
)

SALE NOTICE

PLEASE TAKE NOTICE that:

1. On or about September 20, 2014, River City Renaissance, LC (“RCR”) and River City Renaissance III, LC (“RCR III”; collectively, the “Debtors”), filed with the Court in the above-captioned bankruptcy cases a *Motion For Entry Of An Order (I) Approving Sale And Bid Procedures; (II) Approving The Form And Manner Of Notice; (III) Approving Broker Compensation, And (IV) Granting Related Relief* (Doc. No. [X]; the “Motion”). On or about October 1, 2014, the Court convened a hearing on the Motion, at which the Motion was approved, and the Court subsequently entered an Order granting the Motion.

2. The Debtors are soliciting offers for the purchase of substantially all or any portion of the property of the Debtors (such property, the “Properties” and any such transaction a “Sale”).

3. Objections, if any, from any parties that are not one of the Core Parties, as defined in the Motion, to the relief requested in the Motion, **must**: (a) be in writing; (b) conform to applicable provisions of the Bankruptcy Rules, the Local Rules, and the Code, and any related Order entered in these cases providing for related relief; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court and served, so as to be **actually received** no later than **[fourteen (14) days after the date of certification of service of this Sale Notice²**, on: (i) the Debtors, through the undersigned counsel, and (ii) the Debtors’ Liquidating Representative, Joseph J. Luzinski, Development Specialists, Inc., 200 South Biscayne Boulevard, Suite 1818, Miami, FL, 33131, jluzinski@dsi.biz; (305) 374-2718 (facsimile).

4. The Debtors are proceeding with a listing, marketing, and sale process to identify

¹ The final four digits of the federal tax ID numbers for River City Renaissance, LC and River City Renaissance III, LC, respectively, are 8910 and 8102.

² The Debtors shall provide that date certain in the issued Sale Notice.

the potential Sales and transactions that provide for the highest and best recovery for the Debtors' estates and creditors. The Sales will take place pursuant to sale and bid procedures (the "Sale & Bid Procedures") approved by the Court in an Order entered on [X] by the Court (the "Sale & Bid Procedures Order"). (Doc. No. [X].)

5. The Sale & Bid Procedures Order established the following dates and deadlines in connection with the potential Sales (the "Schedule"):

- i) October 2, 2014, 9:00 AM³ - The Broker shall be authorized to commence marketing, advertising, and listing efforts on October 2, 2014. As necessary and deemed appropriate, between October 2 and October 24, 2014, the Broker shall allow access to the Properties, including any preliminary inspections, tours, and open houses;
- ii) October 17, 2014, 5:00 PM - With the exception of "River City Court," described below, all offers to purchase the Properties, or any portions thereof, will be received from the potential purchaser(s) no later than October 17, 2014 at 5:00 PM, providing that offers may be submitted earlier;
- iii) October 24, 2014, 5:00 PM - Offers contemplating a purchase of the Property known as "River City Court," located on North Nansemond Street, between Hanover and Patterson Avenues, in the City of Richmond, VA., 23221, will be received from the potential purchaser(s) no later than October 24, 2014 at 5:00 PM, although offers may be submitted earlier;
- iv) October 27, 2014, 5:00 PM - The Debtors shall review offers to purchase the Properties on or before October 27, 2014 at 5:00 PM (the "Selection Deadline"); thereafter, the Broker will call for final and best offers and engage in appropriate negotiations for higher and better offers that maximize the value of the Properties;
- v) November 18, 2014, 5:00 PM - The Debtors shall file with the Court, and serve **only** on (i) the Core Parties, defined below; (ii) parties that request notice and service of papers by filing such request with the Court or serving such request on the Debtors' undersigned counsel via e-mail, hand-delivery, overnight, or U.S. Mail; and (iii) parties that submitted Offers, defined in the Sale & Bid Procedures, or signed a Confidentiality Agreement, a motion seeking the approval of purchase contracts and agreements giving final notice of the date, time, and location of related hearings, and other relief sought in conjunction therewith (the "Sale Motion & Notice Date"), which motion shall contain a summary of the relevant terms of applicable purchase contracts, provided further that interested parties may request copies of the full and complete purchase contracts from the Debtors' undersigned counsel;
- vi) November 24, 2014, 2:00 PM - Any objections or responses to the notice or

³ Unless stated otherwise, all times listed are prevailing Eastern time.

motion seeking the approval of purchase contracts and agreements filed and served by the Debtors on or before the Sale Motion & Notice Date shall be filed with the Court and served no later than November 24, 2014 at 2:00 PM, or no later than twenty-four (24) hours prior to an alternate hearing date;

- vii) November 25, 2014, 2:00 PM - The Court shall preside over a hearing to approve purchase contracts and agreements on or about November 25, 2014 at 2:00 PM (the “Preliminary Sale Hearing”);
- viii) December 11, 2014, 5:00 PM - As necessary and applicable, the Debtors shall file with the Court notice of purchase contracts and agreements, as modified, amended, or supplemented, to be heard by the Court at the Continued Sale Hearing, defined below, which notice or motion shall be provided ***only*** to (i) the Core Parties, defined below; (ii) parties that request notice and service of papers by filing such request with the Court or serving such request on the Debtors’ undersigned counsel via e-mail, hand-delivery, overnight, or U.S. Mail; and (iii) parties that submitted Offers, defined in the Sale & Bid Procedures, or signed a Confidentiality Agreement, which notice or motion shall contain a summary of the relevant terms of applicable modified, amended, or supplementary purchase contracts, provided further that interested parties may request copies of the full and complete purchase contracts from the Debtors’ undersigned counsel;
- ix) December 15, 2014, 2:00 PM - Any objections or responses to the notice or motion seeking the approval of purchase contracts and agreements, as modified, amended, or supplemented, to be heard by the Court at the Continued Sale Hearing, defined below, filed and served by the Debtors on or before December 11, 2014 shall be filed with the Court and served no later than December 15, 2014 at 2:00 PM, or no later than twenty-four (24) hours prior to an alternate hearing date; and
- x) December 16, 2014, 2:00 PM - As deemed necessary in the Debtors’ business judgment, the Court may preside over a hearing to approve additional or modified purchase contracts and agreements on or about December 16, 2014 at 2:00 PM (the “Continued Sale Hearing”).⁴

6. The Sale & Bid Procedures, the Sale & Bid Procedures Order, the Debtors’ *Motion For Entry Of An Order (I) Approving Sale And Bid Procedures; (II) Approving The Form And Manner Of Notice; (III) Approving Broker Compensation, And (IV) Granting Related Relief* (Doc. No. [X]; the “Motion”) and further information regarding the above-captioned chapter 11 cases may be available by contacting the Debtors’ undersigned counsel, as well as on the Court’s PACER web-site at <https://ecf.vaeb.uscourts.gov/>. **All interested bidders and purchasers should carefully read the Sale & Bid Procedures and the Sale & Bid Procedures Order.**

⁴ The Debtors reserve all rights to modify or shorten the applicable notice period prescribed by the applicable Bankruptcy Rules with respect to the sale hearings and seek appropriate relief from the Court to do so.

7. As stated in the Sale & Bid Procedures, the Debtors may, in their reasonable judgment, and in consultation with Broker or Liquidating Representative, modify the Sale & Bid Procedures at any time with notice to potential purchasers, including to adjourn or continue any sale and notice, Sale Hearing, or any of the dates set forth herein or therein one or more times for any reason to terminate the Sale & Bid Procedures at any time to pursue an alternative transaction that maximizes the value of the Debtors' estates.

8. If you wish to receive further notice and service of any pleadings, motions, documents, and other papers concerning the sale process and the events and dates contained in the Schedule, then please file such request with the Court or serve such request on the Debtors' counsel via e-mail, hand-delivery, overnight, or U.S. Mail, and you will also be added to the list of Core Parties. Debtors' counsel may be reached as follows:

Robert H. Chappell, III, Esq. - rchappell@spottsfain.com
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DATED: [MONTH] [X], 2014

RIVER CITY RENAISSANCE, LC
RIVER CITY RENAISSANCE III, LC

By: /s/
Proposed Counsel

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