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UNITED STATES BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS

In Re:

TELEXFREE, LLC , TELEXFREE, INC., TELEXFREE FINANCIAL, INC., Chapter 11

Case No. 14-40987-MSH Case No. 14-40988-MSH Case No. 14-40989-MSH

Debtors.

Jointly Administered

APPLICATION BY CHAPTER 11 TRUSTEE TO EMPLOY REAL ESTATE BROKER (N. FLAGLER DRIVE)

To the Honorable Melvin S. Hoffman, Chief United States Bankruptcy Judge:

Stephen B. Darr, the duly appointed Chapter 11 trustee (the "<u>Trustee</u>") of the bankruptcy estates (the "<u>Estates</u>") of TelexFree, LLC, TelexFree, Inc., and TelexFree Financial, Inc. (collectively, the "<u>Debtors</u>" or "<u>TelexFree</u>"), respectfully requests authority to retain Kim Fatta and the firm Blue to Green Realty ("<u>BG Realty</u>") as real estate broker to market and sell the real property located at 5600 N. Flagler Drive, #307, West Palm Beach, Florida (the "<u>Real</u> Property"). In support of this application, the Trustee states as follows:

Background

1. On April 13, 2014 (the "<u>Petition Date</u>"), the Debtors filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code ("<u>Bankruptcy Code</u>") with the United States Bankruptcy Court for the District of Nevada.

2. The Debtors initially operated as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.



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3. On the Petition Date, the Debtors filed a motion for joint administration of the cases, with TelexFree, LLC designated as the lead case. By order dated April 24, 2014, the motion for joint administration was approved.

4. On May 6, 2014, the Court allowed the motion by the Securities and Exchange Commission to change the venue of the cases to the United States Bankruptcy Court for the District of Massachusetts (the "<u>Court</u>"). The cases were transferred to the Court on May 9, 2014.

5. On May 30, 2014, this Court allowed the motion by the Office of the United States Trustee's to appoint a Chapter 11 trustee, and the Trustee was appointed on June 6, 2014.

6. On October 7, 2015, the Trustee filed his *Motion by Chapter 11 Trustee for Entry* of Order Finding that Debtors Engaged in Ponzi and Pyramid Scheme and Related Relief (the "<u>Ponzi Motion</u>"). By order dated November 25, 2015, as amended on December 21, 2015, the Court found the Debtors to have engaged in a Ponzi and pyramid scheme and that this finding was the law of the case.

7. On or about April 1, 2016, the Trustee commenced an action against a series of defendants for their involvement in the TelexFree scheme, including Sanderley Rodrigues [A.P. No. 16-4032].

8. On or about April 25, 2017, the Trustee filed a motion to approve a settlement reached involving Rodrigues and the Securities and Exchange Commission.

9. On or about May 17, 2017, the settlement was approved by the Court.

10. As part of the settlement, Rodrigues conveyed any right, title, and interest he and Five Star Investments & Properties, LLC had in the Real Property to the Trustee. The Real Property is an asset of the bankruptcy estates.

2

11. Upon information and belief, the Real Property is unencumbered, except for unpaid condominium liens estimated to be approximately \$13,000.

Relief Requested

12. The Trustee now seeks to retain B&G Realty to market and sell the Real Property. B&G Realty is a licensed brokerage firm in the State of Florida with extensive experience in selling residential real property in the West Palm Beach area.

13. Pursuant to Section 327 of the Bankruptcy Code, the Trustee may employ professionals to assist in the administration of the cases.

14. The Trustee proposes to employ B&G Realty pursuant to the terms of the retention agreement which is attached to this motion as <u>Exhibit A</u> (the "Listing Agreement").¹ In accordance with the Listing Agreement, the Trustee grants to B&G Realty, subject to the approval of the Court, the exclusive right to list and sell the Real Property for a period of six months. The Listing Agreement provides, among other things, that:

a. The listing price for the Real Property shall be \$169,900;

- b. Upon the closing of a sale of the Real Property, B&G Realty shall be entitled to a commission equal to six percent (6%) of the purchase price of the Real Property, as set forth in the sale motion, plus a \$289 transaction fee, as well as a commission equal to three percent (3%) of any increase in the purchase price as a result of the bankruptcy counteroffer process ("<u>Commission</u>");
- c. The Commission shall be payable if the Real Property is sold within six
 (6) months following the termination of the Listing Agreement, if the Real
 Property is sold, leased or exchanged to a party that was introduced to the
 Real Property through B&G Realty.

¹ The description of the Listing Agreement in this application is for summary purposes only. In the event of a discrepancy between the description in this motion and the Listing Agreement, the terms of the Listing Agreement shall control.

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15. Any cooperating broker or facilitator acting on behalf of the buyer of the Real Property may be entitled to a share of any commission, to be paid by B&G Realty from its commission.

16. Any commission to B&G Realty shall be payable solely from the proceeds of a sale and upon the closing of such sale as may be applicable. The Trustee seeks authority to pay B&G Realty the Commission pursuant to the Listing Agreement and this Application without further authority of this Court.

17. The retention of B&G Realty is necessary and appropriate under the circumstances.

DISINTERESTEDNESS OF B&G REALTY

18. In connection with this application, B&G Realty has prepared and the Trustee has filed the *Affidavit of Kim Fatta in support of the Application by Chapter 11 Trustee to Employ Real Estate Broker* (the "<u>Affidavit</u>"), in accordance with Federal Rules of Bankruptcy Procedure 2014 and 2016, and MLBR 2014-1 and 2016-1, and has agreed to supplement such Affidavit as is necessary.

19. To the best of B&G Realty's knowledge, neither Ms. Fatta nor B&G Realty has represented, nor does either now represent, any interest adverse to the Trustee or the estates with respect to the matters on which B&G Realty is to be retained. Ms. Fatta and B&G Realty are otherwise disinterested persons with respect to the Trustee, as that term is defined in the Bankruptcy Code.

20. Ms. Fatta will further amend or supplement the Affidavit to any extent necessary. **WHEREFORE**, the Trustee respectfully requests that the Court enter an order:

a. Authorizing the Trustee to retain B&G Realty as a real estate

broker to market and sell the Real Property;

b. Authorizing the Trustee to pay B&G Realty the Commission,

without further order of the Court, upon consummation of a sale of the Real

Property; and

c. Providing such other and further relief as may be just.

STEPHEN B. DARR, CHAPTER 11 TRUSTEE, By his attorneys,

/s/ Andrew G. Lizotte Harold B. Murphy (BBO #362610) Andrew G. Lizotte (BBO #559609) Murphy & King, Professional Corporation One Beacon Street Boston, MA 02108 Telephone: (617) 423-0400 Facsimile: (617) 423-0498 Email: <u>ALizotte@murphyking.com</u>

Dated: August 15, 2017 731193

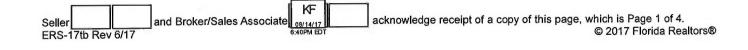
Exhibit A

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	Ex	xclusive Right of Sale Listing Agreement	Florida Realtors					
1	This Exclusive Right of Sale Listing Agreement ("Agreement") is between							
2*	* Stephen Darr, Chapter 11 Trustee in Bankruptcy of Telexfree Financial Inc, Telexfree Inc, Telexfree LLC ("Seller"							
3*		d Blue to Green Realty	("Broker").					
4 5 09/01 7 8 9 10 11		Authority to Sell Property: Seller gives Broker the EXCLUSIVE RIGH property (collectively "Property") described below, at the price and terms <u>TBD once court approved</u> and terminating at 11:59 p.m. on <u>03/01/18</u> full execution of a contract for sale and purchase of the Property, all right automatically extend through the date of the actual closing of the sales c that this Agreement does not guarantee a sale. This Property will be offer color, religion, sex, handicap, familial status, national origin, or any other law. Seller certifies and represents that she/he/it is legally entitled to con	described below, beginning ("Termination Date"). Upon ts and obligations of this Agreement will ontract. Seller and Broker acknowledge ered to any person without regard to race, factor protected by federal, state, or local					
12	2.							
13*		(a) Street Address: 5600 N Flagler Dr #307, West Palm Beach, FL 33407						
14								
15*		Legal Description: 74-43-43-04-25-000-3070 PALM BEACH HOUSE COND UNIT						
16*		L	See Attachment					
17*		(b) Personal Property, including appliances: washer, dryer, hot water hea	ter, central ac, refrigerator stove, dishwasher,					
18*			See Attachment					
19		(c) Occupancy:	N 7					
20*		Property D is D is not currently occupied by a tenant. If occupied,	the lease term expires NA					
21 22*	3.	Price and Terms: The property is offered for sale on the following term: (a) Price: \$169,900 (b) Financing Terms: ☑ Cash ☑ Conventional □ VA □ FHA □ Of						
23* 24*		Seller Financing: Seller will hold a purchase money mortgage in	the amount of \$NA					
25*		with the following terms:						
26*		Assumption of Existing Mortgage: Buyer may assume existing m an assumption fee of \$ The mortgage is fo						
27* 28*		, at an interest rate of % 🗌 fixed 🔲 variable (descrit	be)					
29*		Lender approval of assumption 🔲 is required 🔲 is not required 🔲	unknown. Notice to Seller: (1) You may					
30		remain liable for an assumed mortgage for a number of years after the lender to determine the extent of your liability. Seller will ensure that	ne Property is sold. Check with your					
31 32		escrow deposits are current at the time of closing and will convey the						
33		(2) Extensive regulations affect Seller financed transactions. It is bey	yond the scope of a real estate licensee's					
34		authority to determine whether the terms of your Seller financing ag	reement comply with all applicable laws or					
35		whether you must be registered and/or licensed as a loan originator advised to consult with a legal or mortgage professional to make this	before offering Seller financing. You are					
36 37*		(c) Seller Expenses: Seller will pay mortgage discount or other closing	g costs not to exceed % of the					
38		purchase price and any other expenses Seller agrees to pay in conr	ection with a transaction.					
39 40	4.	Broker Obligations: Broker agrees to make diligent and continued effort contract is pending on the Property.	orts to sell the Property until a sales					
41 42 43 44 45	5.	Multiple Listing Service: Placing the Property in a multiple listing servi because the Property will be exposed to a large number of potential buy obligated to timely deliver this listing to the MLS. This listing will be prom directs Broker otherwise in writing. Seller authorizes Broker to report to terms, and financing information on any resulting sale for use by authorized	ers. As a MLS participant, Broker is ptly published in the MLS unless Seller the MLS this listing information and price,					

46 MLS participants and subscribers unless Seller directs Broker otherwise in writing.



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47 48	6.	Bro	oker Authority: Seller authorizes Broker to: Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless
40 49		(a)	limited in (6)(a)(i) or (6)(a)(ii) below.
50			(Seller opt-out) (Check one if applicable)
51*			(i) Display the Property on the Internet except the street address.
52*			(ii) Seller does not authorize Broker to display the Property on the Internet.
53			Seller understands and acknowledges that if Seller selects option (ii), consumers who search for listings
54			on the Internet will not see information about the Property in response to their search.
55*			/ Initials of Seller
56		(b)	Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller
57			signs a sales contract) and use Seller's name in connection with marketing or advertising the Property.
58			Obtain information relating to the present mortgage(s) on the Property.
59			Provide objective comparative market analysis information to potential buyers.
60*		(e)	(Check if applicable) 🗹 Use a lock box system to show and access the Property. A lock box does not ensure the Property's security. Seller is advised to secure or remove valuables. Seller agrees that the lock
61			box is for Seller's benefit and releases Broker, persons working through Broker, and Broker's local Realtor
62 63			Board / Association from all liability and responsibility in connection with any damage or loss that occurs.
64*			Withhold verbal offers. Withhold all offers once Seller accepts a sales contract for the Property.
65		(f)	Act as a transaction broker.
66			Virtual Office Websites: Some real estate brokerages offer real estate brokerage services online. These
67			websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or
68			reviews and comments about a property may be displayed in conjunction with a property on some VOWs.
69			Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews
70			about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or
71			comments and reviews about this Property.
72*			Seller does not authorize an automated estimate of the market value of the listing (or a hyperlink to such
73			estimate) to be displayed in immediate conjunction with the listing of this Property. Seller does not authorize third parties to write comments or reviews about the listing of the Property (or
74*			display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.
75			
76	7.	Sel	Iler Obligations: In consideration of Broker's obligations, Seller agrees to:
77		(a)	Cooperate with Broker in carrying out the purpose of this Agreement, including referring immediately to
78		(1-)	Broker all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer. Provide Broker with keys to the Property and make the Property available for Broker to show during
79		(D)	reasonable times.
80 81		(0)	Inform Broker before leasing, mortgaging, or otherwise encumbering the Property.
82			Indemnify Broker and hold Broker harmless from losses, damages, costs, and expenses of any nature,
83		(4)	including attorney's fees, and from liability to any person, that Broker incurs because of (1) Seller's
84			negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; (3) the
85			existence of undisclosed material facts about the Property; or (4) a court or arbitration decision that a broker
86			who was not compensated in connection with a transaction is entitled to compensation from Broker. This
87			clause will survive Broker's performance and the transfer of title.
88		(e)	Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).
89		(f)	Make all legally required disclosures, including all facts that materially affect the Property's value and are not
90			readily observable or known by the buyer. Seller certifies and represents that Seller knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following:
91			material facts (local government building code violations, unobservable deletts, etc.) other than the relieving-
92*			Seller will immediately inform Broker of any material facts that arise after signing this Agreement.
93 94		(a)	Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting
95		(9)	requirements, and other specialized advice.
		•	
96	8.	Co	mpensation: Seller will compensate Broker as specified below for procuring a buyer who is ready, willing, d able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other
97		and	ms acceptable to Seller. Seller will pay Broker as follows (plus applicable sales tax):
98			
99* 100		(a)	later than the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's
100			fee being earned.
102*		(b)	(\$ or %) of the consideration paid for an option, at the time an option is created. If the option is
103		()	exercised, Seller will pay Broker the Paragraph 8(a) fee, less the amount Broker received under this-
104			subparagraph.
	0-1	<u>Г</u>	and Broker/Sales Associate 08/14/17 acknowledge receipt of a copy of this page, which is Page 2 of 4.
	Sel		and Broker/Sales Associate 08/14/17 2 acknowledge receipt of a copy of this page, which is tage 2 of the 640PM EDT © 2017 Florida Realtors®

Seller ERS-17tb Rev 6/17

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- (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or (c) 10 105* agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a 106 contract granting an exclusive right to lease the Property. 107 (d) Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by 108 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether 109 the buyer is secured by Seller, Broker, or any other person. (2) If Seller refuses or fails to sign an offer at the 110 price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to
- 111 cancel an executed sales contract. (3) If, within 180 days after Termination Date ("Protection Period"), 112* Seller transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom 113 Seller, Broker, or any real estate licensee communicated regarding the Property before Termination Date. 114 However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another 115 broker. 116
- (e) Retained Deposits: As consideration for Broker's services, Broker is entitled to receive Zero % (50% if 117* left blank) of all deposits that Seller retains as liquidated damages for a buyer's default in a transaction, not to 118 exceed the Paragraph 8(a) fee. 119
- 9. Cooperation with and Compensation to Other Brokers: Notice to Seller: The buyer's broker, even if 120 compensated by Seller or Broker, may represent the interests of the buyer. Broker's office policy is to cooperate 121 with all other brokers except when not in Seller's best interest and to offer compensation in the amount of 122 to a single agent for the buyer; 23 % of the % of the purchase price or \$ 123* to a transaction broker for the buyer; and 🗹 3 % of the purchase 124* purchase price or \$ to a broker who has no brokerage relationship with the buyer. price or \$ 125*
- None of the above. (If this is checked, the Property cannot be placed in the MLS.) 126*
- 10. Brokerage Relationship: Broker will act as a transaction broker. Broker will deal honestly and fairly; will account 127 for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect 128 the value of the residential property which are not readily observable to the buyer; will present all offers and 129 counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with 130 Seller unless waived in writing. 131
- 11. Gonditional Termination: At Seller's request, Broker may agree to conditionally terminate this Agreement. If 132 Broker agrees to conditional termination, Seller must sign a withdrawal agreement, reimburse Broker for all direct 133 expenses incurred in marketing the Property, and pay a cancellation fee of \$280.00 plus
- 134* applicable sales tax. Broker may void the conditional termination, and Seller will pay the fee stated in Paragraph 135 8(a) less the cancellation fee if Seller transfers or contracts to transfer the Property or any interest in the Property 136 during the time period from the date of conditional termination to Termination Date and Protection Period, if 137 applicable. 138

Massachusetts

- 12. Dispute Resolution: This Agreement will be construed under Florida law. All controversies, claims, and other 139 -matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be-140 settled by first attempting mediation under the rules of the American Mediation Association or other mediator-141 agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover-142 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows: 143 Sales Associate and Broker Arbitration: By initialing in the space provided, Seller 144* agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which 145 the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator 146 agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this 147 Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will 148
- equally split the arbitrator's fees and administrative fees of arbitration. 149
- 13. Miscellaneous: This Agreement is binding on Seller's and Broker's heirs, personal representatives, 150

KF

08/14/17

- administrators, successors, and assigns. Broker may assign this Agreement to another listing office. This 151 Agreement is the entire agreement between Seller and Broker. No prior or present agreements or representations 152 will be binding on Seller or Broker unless included in this Agreement. Electronic signatures are acceptable and 153 will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals. 154 The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories 155
- of potential or actual transferees. 156

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All arrears owed to PBH to be paid out of proceeds of sale (if any)			
Jnit includes one parking space (uncovered) #59 and	d storage bin #166		
Disputes subject to exclusive jurisdiction of Bankrupt	tcy Court for District of Massachussetts		
Fee conditional on sale closing			
Broker fee of 3% on any price increase from bankrup	otcy counteroffer process.		
celler's Signature:	Date:		
lome Telephone:Work Tele	lephone:Facsimile:		
ddress:			
mail Address:			
imail Address: Seller's Signature:			
Iome Telephone:Work Tele	lephone:Facsimile:		
\ddress:			
mail Address:			
Authorized Sales Associate or Broker:	dottoop verified 08/14/17 6:40PM EDT PHIO-QSSQ-DMBL-52RH		
Brokerage Firm Name: Blue to Green Realty	Telephone: 561.707.3773		
ddress: 500 Australian Ave, #600, West PalmBeach,	FL 3340/		
Copy returned to Seller on	by 🗋 email 🗋 facsimile 🗋 mail 🗋 persona		

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and Broker/Sales Associate

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Exhibit B

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UNITED STATES BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS

In Re:

TELEXFREE, LLC , TELEXFREE, INC., TELEXFREE FINANCIAL, INC., Chapter 11

Case No. 14-40987-MSH Case No. 14-40988-MSH Case No. 14-40989-MSH

Debtors.

Jointly Administered

AFFIDAVIT OF KIM FATTA IN SUPPORT OF APPLICATION OF TRUSTEE TO EMPLOY REAL ESTATE BROKER

I, Kim Fatta, hereby depose and state as follows:

1. I am a licensed real estate broker in the State of Florida with Blue to Green Realty ("<u>B2G Realty</u>"). I make this affidavit in support of the *Application by Chapter 11 Trustee to Employ Real Estate Broker* (the "<u>Application</u>") and pursuant to Bankruptcy Code §327 and MLBR 2014-1, which requires that professionals employed by a trustee represent, to the best of his or her knowledge, no interest adverse to the estate concerning matters upon which they are to be engaged.

2. To the best of my knowledge, neither I nor any member of my firm, represents any interest adverse to TelexFree, LLC, TelexFree, Inc., TelexFree Financial, Inc. or Stephen Darr as Chapter 11 Trustee.

3. To the best of my knowledge, neither myself, nor my firm has no connection to the Debtors, the Trustee, the estates, the United States Trustee or any person employed in the office of the United States Trustee.

4. To the best of my knowledge, my firm and I are disinterested persons within the meaning of §101(14) of the Bankruptcy Code.

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5. It is customary in a co-brokerage agreement to equally divide any commission or other compensation earned between the co-brokers. Except as may be required under any co-brokerage agreement, any compensation, fee or allowance which may be claimed by me or my company will belong wholly to my firm, and will not be divided, shared or pooled, directly or indirectly, with any other person or business.

6. I shall amend this statement immediately upon learning that (a) any of the within representations are incorrect, or (b) there is any change of circumstances thereto.

I declare under penalty of perjury that the foregoing is true and correct.

К	ml	Fatta	

dotloop verified 08/14/17 6:45PM EDT 8WX4-074JI4X7-TMLG

Kim Fatta

DATED: August 14, 2017

731204

Exhibit C

UNITED STATES BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS

In Re:

TELEXFREE, LLC , TELEXFREE, INC., TELEXFREE FINANCIAL, INC., Chapter 11

Case No. 14-40987-MSH Case No. 14-40988-MSH Case No. 14-40989-MSH

Debtors.

Jointly Administered

DECLARATION REGARDING ELECTRONIC FILING

I, Kim Fatta, hereby declare under penalty of perjury that all of the information contained in the *Affidavit of Kim Fatta in Support of Application of Trustee to Employ Real Estate Broker*, filed electronically is true and correct. I understand that this DECLARATION is to be filed with the Clerk of Court electronically concurrently with the electronic filing of the Affidavit. I understand that failure to file this DECLARATION may cause the Affidavit to be struck and any request contained or relying thereon to be denied, without further notice.

I further understand that pursuant to the Massachusetts Electronic Filing Local Rule (MEFLR)-7(a) all paper documents containing original signatures executed under the penalties of perjury and filed electronically with the Court are the property of the bankruptcy estate and shall be maintained by the authorized CM/ECF Registered User for a period of five (5) years after the closing of this case.

Dated: August 14, 2017

Signed:

dotloop verified 08/14/17 6:35PM EDT AUSS-M5UT-8K.Q-0588

Kim Fatta

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UNITED STATES BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS CENTRAL DIVISION

In Re:

TELEXFREE, LLC , TELEXFREE, INC., TELEXFREE FINANCIAL, INC., Chapter 11

Case No. 14-40987-MSH Case No. 14-40988-MSH Case No. 14-40989-MSH

Debtors.

Jointly Administered

CERTIFICATE OF SERVICE

I, Andrew G. Lizotte, hereby certify that on August 15, 2017, I caused to be served a copy of the *Application by Chapter 11 Trustee to Employ Real Estate Broker (N. Flagler Drive)* via operation of this Court's CM/ECF System, by electronic mail and/or by first class mail, postage prepaid to the attached service list as indicated.

<u>/s/ Andrew G. Lizotte</u> Andrew G. Lizotte (BBO #559609) Murphy & King, Professional Corporation One Beacon Street Boston, MA 02108 Telephone: (617) 423-0400 Facsimile: (617) 423-0498 Email: <u>ALizotte@murphyking.com</u>

Dated: August 15, 2017 731485

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Telexfree, LLC Short Service List #670980

BY ECF:

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- C. Elizabeth Brady Murillo emurillo@burnslev.com
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