

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

v.

CASE NO.: 50-2021-CA-008718-XXXX-MB

NATIONAL SENIOR INSURANCE, INC.
D/B/A SEEMAN HOLTZ,
MARSHAL SEEMAN,
CENTURION INSURANCE SERVICES GROUP, LLC,
BRIAN J. SCHWARTZ,
EMERALD ASSETS 2018, LLC,
INTEGRITY ASSETS 2016, LLC,
INTERGRITY ASSETS, LLC,
PARA LONGEVITY 2014-5, LLC,
PARA LONGEVITY 2015-3, LLC,
PARA LONGEVITY 2015-5, LLC,
PARA LONGEVITY 2016-3, LLC,
PARA LONGEVITY 2016-5, LLC,
PARA LONGEVITY 2018-3, LLC,
PARA LONGEVITY 2018-5, LLC,
PARA LONGEVITY 2019-3, LLC,
PARA LONGEVITY 2019-5, LLC,
PARA LONGEVITY 2019-6, LLC,
PARA LONGEVITY VI, LLC,
SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC,
ALTRAI GLOBAL, LLC A/K/A ALTRAI HOLDINGS, LLC,
VALENTINO GLOBAL HOLDINGS, LLC,
AMERITONIAN ENTERPRISES, LLC,
SEEMAN-HOLTZ CONSULTING CORP.,
CENTURION ISG Holdings, LLC,
CENTURION ISG Holdings II, LLC,
CENTURION ISG (Europe) Limited,
CENTURION ISG SERVICES, LLC,
CENTURION ISG FINANCE GROUP, LLC,
CENTURION FUNDING SPV I LLC,
CENTURION FUNDING SPV II LLC,
GRACE HOLDINGS FINANCIAL, LLC,
PRIME SHORT TERM CREDIT INC.,

Defendants.

THE ESTATE OF ERIC CHARLES HOLTZ,
SEEMAN HOLTZ PROPERTY AND CASUALTY, LLC
F/K/A SEEMAN HOLTZ PROPERTY AND CASUALTY, INC.,
SHPC HOLDINGS I, LLC,

Relief Defendants.

**CORPORATE MONITOR, DANIEL J. STERMER'S UNOPPOSED MOTION FOR
APPROVAL OF EMPLOYMENT OF MOECKER AUCTIONS, INC. TO PROVIDE
AUCTIONEER SERVICES**

Daniel J. Stermer, as Court-appointed Corporate Monitor (the "Corporate Monitor") for the property, assets, and business of the twenty-seven (27) corporate-entity Defendants identified below (collectively, the "Consenting Corporate Defendants"), pursuant to the Court's *Agreed Order Granting Plaintiff's Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief*, dated September 14, 2021, respectfully moves for entry of an agreed Order approving the employment of Moecker Auctions, Inc. ("Moecker" or the "Auctioneer"), as auctioneer for the Corporate Monitor in connection with the office wind-down and vacating of the Corporate Office, subject to the terms and conditions delineated herein. In support of this Motion, the Corporate Monitor states:

1. On September 10, 2021, the Plaintiff, State of Florida, Office of Financial Regulation (the "Plaintiff" or "OFR") filed a *Consent Motion for Appointment of Corporate Monitor*, seeking the appointment of the Corporate Monitor for the property, assets, and business of the Consenting Corporate Defendants listed below, as well as a temporary injunction against the Consenting Corporate Defendants and two natural-person Defendants, Marshal Seeman and Brian J. Schwartz (the "Consenting Individual Defendants"):

1. NATIONAL SENIOR INSURANCE, INC. D/B/A SEEMAN HOLTZ,
2. CENTURION INSURANCE SERVICES GROUP, LLC,
3. EMERALD ASSETS 2018, LLC,
4. INTEGRITY ASSETS 2016, LLC,

5. INTERGRITY ASSETS, LLC,
6. PARA LONGEVITY 2014-5, LLC,
7. PARA LONGEVITY 2015-3, LLC,
8. PARA LONGEVITY 2015-5, LLC,
9. PARA LONGEVITY 2016-3, LLC,
10. PARA LONGEVITY 2016-5, LLC,
11. PARA LONGEVITY 2018-3, LLC,
12. PARA LONGEVITY 2018-5, LLC,
13. PARA LONGEVITY 2019-3, LLC,
14. PARA LONGEVITY 2019-5, LLC,
15. PARA LONGEVITY 2019-6, LLC,
16. PARA LONGEVITY VI, LLC,
17. SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC,
18. VALENTINO GLOBAL HOLDINGS, LLC,
19. AMERITONIAN ENTERPRISES, LLC,
20. SEEMAN-HOLTZ CONSULTING CORP.,
21. CENTURION ISG Holdings, LLC,
22. CENTURION ISG Holdings II, LLC,
23. CENTURION ISG (Europe) Limited,
24. CENTURION ISG SERVICES, LLC,
25. CENTURION ISG FINANCE GROUP, LLC,
26. CENTURION FUNDING SPV I LLC, and
27. CENTURION FUNDING SPV II LLC.

2. On September 14, 2021, the Court entered an *Agreed Order Granting Plaintiff's Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief* (the "September 14, 2021 Order"), thereby approving and appointing, *inter alia*, Daniel J. Stermer as the Corporate Monitor for the Consenting Corporate Defendants and their affiliates, subsidiaries, successors and assigns, until further Order of the Court.

3. Paragraph 13U of the September 14, 2021 Order provides that the Corporate Monitor is authorized "[t]o choose, engage, and employ attorneys, accountants and other reasonable agents or professionals, as the Corporate Monitor deems advisable or necessary in the performance of the Corporate Monitor's duties and responsibilities", and that "[t]he Corporate Monitor and Corporate Monitor's professionals shall be entitled to reasonable compensation from the assets now held by the Consenting Corporate Defendants or ultimately secured by the

Corporate Monitor”, and that “[s]aid compensation shall be commensurate with their duties and obligations under the circumstances, and subject to approval of this Court.”

4. As further set forth in the Initial Report, the Corporate Monitor has been in active discussions with counsel for the landlord of the Corporate Office (MCM 301 Yamato, LLC, as successor to Arbern Investors IV, L.P. (the “Landlord”)) regarding issues of unpaid rent, ongoing rent obligations, signage on the building, and the prospect of the Corporate Monitor vacating the Corporate Office and relocating to a smaller office space within the building so that the Landlord could relet the Corporate Office to a new tenant, thereby mitigating any continuing potential amounts due to the Landlord for the Corporate Office.

5. This scaling down of the office space will reduce expenses and assist the Corporate Monitor in his continuing efforts to fulfill his duties.

6. In that regard, and in the exercise of the Corporate Monitor’s business judgment, the Corporate Monitor has elected to vacate the Corporate Office no later than November 30, 2021.

7. In connection with the office wind-down and related issues, the Corporate Monitor is seeking approval from this Court to, in the Corporate Monitor’s sole discretion, (i) conduct an auction of any remaining furniture, fixtures and equipment (“FF&E”) or other items of value that are currently within the Corporate Office in advance of the vacating of the premises; (ii) abandon any remaining FF&E that the Corporate Monitor determines to be of inconsequential or no value; and (iii) destroy, including by means of shredding, any remaining files, documents or other records currently within the Corporate Office in advance of the vacating of the premises.

8. In connection with the contemplated marketing and sale of the FF&E, it is necessary for the Corporate Monitor to employ a broker to perform a variety services, including, inter alia, to assist the Corporate Monitor with developing information and data about the FF&E, to market the FF&E for sale, and to remove the FF&E from the Corporate Office.

9. The Corporate Monitor seeks Court approval to retain Moecker to market the FF&E for sale because Moecker has considerable experience marketing businesses and assets for sale.

10. The Corporate Monitor believes that Moecker is well qualified to represent him as a broker in this manner.

11. The proposed compensation to be paid to Moecker and other terms will be set forth in the Engagement Letter which details that compensation due to Moecker will come from the auction proceeds as opposed from the Corporate Monitor. Moecker recently reviewed the FF&E subject to this Motion and provided the Engagement Letter attached hereto as **Exhibit "A"**.

12. The Corporate Monitor believes, in the exercise of his professional business judgment, that employing Moecker is in the best interests of the estate because Moecker has the experience and resources to provide the services efficiently and effectively as set forth in the Engagement Letter.

13. The Corporate Monitor has discussed the relief requested in the Motion with Plaintiff who has advised it does not oppose the Motion. Notwithstanding, Plaintiff desires to disclose that Michael E. Moecker, a principal of Moecker Auctions, Inc., was recommended to serve as the court appointed Receiver and serves as the court appointed Receiver in *OFR vs. First Merchant Capital Limited a/k/a First Merchant Capital, et al.*, in the Circuit Court for the 18th Judicial Circuit in and for Brevard County, Florida, Case #2013-CA-39475. Plaintiff has spoken with Counsel for the remaining Parties and they have no objection to this Motion being filed and the relief sought herein.

WHEREFORE, Daniel J. Stermer, as Corporate Monitor, respectfully requests entry of the proposed agreed Order attached as **Exhibit "B"**, approving the employment of Moecker, to provide the services set forth herein and in the Engagement Letter, and, and for such other and

additional relief as the Court deems just and proper.

Dated: November 16, 2021

Respectfully submitted,

By: /s/ Daniel J. Stermer

Daniel J. Stermer, Corporate Monitor
c/o Development Specialists, Inc.
500 W. Cypress Creek Road, Ste. 400
Fort Lauderdale, FL 33309
Tel. (305) 374-2717
dstermer@DSIConsulting.com

BERGER SINGERMAN LLP
Counsel for Corporate Monitor
525 Okeechobee Boulevard
Suite 1250
West Palm Beach, FL 33401
Tel. (850) 561-3010
Fax (850) 561-3013

By: /s/ Brian G. Rich

Brian G. Rich
Florida Bar No. 38229
brich@bergersingerman.com
Gavin C. Gaukroger
Florida Bar No. 76489
ggaukroger@bergersingerman.com
Michael J. Niles
Florida Bar No. 107203
mniles@bergersingerman.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 16 2021, the foregoing was filed using the Florida Court's E-Filing Portal, which served a copy of the foregoing electronically upon all

electronic service parties. I further certify that a true and correct copy of the foregoing was served by electronic transmission and first class, U.S. Mail upon all parties on the attached Service List.

By: /s/ Brian G. Rich
Brian G. Rich

SERVICE LIST

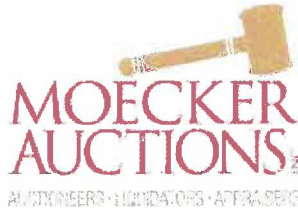
A. Gregory Melchior, Esq., Chief Counsel
Office of General Counsel
Florida Office of Financial Regulation
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Tallahassee, FL 32309
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Twenty-six Defendant Entities

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Attorneys for Defendants Brian J. Schwartz and
Ameritonian Enterprises, LLC

Daniel J. Stermer, Esq.
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dstermer@DSIConsulting.com
Corporate Monitor

EXHIBIT “A”



November 15, 2021

Mr. Daniel Stermer
Managing Director
Development Specialists, Inc.
500 W. Cypress Creek Road, Suite 400
Fort Lauderdale, FL 33309

**RE: Auction Proposal for FF&E of National Senior Insurance, Inc.
D/B/A Seeman Holtz**

Dear Mr. Stermer,

Thank you for considering Moecker Auctions, Inc. for your liquidation needs. We are pleased to provide you with the following Auction Marketing Proposal for the sale of furniture, fixtures and equipment belonging to National Senior insurance, Inc. D/B/A Seeman Holtz located at 301 Yamato Road, Suite 2222, Boca Raton, FL.

Enclosed you will find a breakdown of our estimated expenses in order to best liquidate the property based on the current (COVID-19) state of the nation. We are proposing to conduct a nationally advertised, on-line auction event. The sale will be automated and length of open bidding will be set for a minimum of 10 days. We have found this auction strategy to be highly effective (in this current climate) for achieving the highest dollar amount for the items being sold in a competitive on-line auction event. In order to save on expenses, we will combine with an upcoming auction with similar assets on a date to be announced.

- Auction end date: TBD
- Asset Location: Assets will be moved to 3161 West McNab Road, Pompano Beach, FL
- Auction type: Timed online auction event

We personally pledge our dedicated best on your behalf and anticipate a successful liquidation for all parties involved.

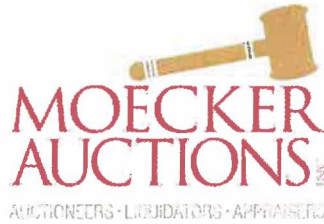
Once you have had a chance to review, I invite you to call me to discuss at (954) 252-2887.

I look forward to working with you and thank you for the opportunity!

Sincerely,

Robin Williams, GPPA, CES
Auctioneer, AU 4607
Director of Auction Operations
Moecker Auctions, Inc. – AB 1098

Moecker Auctions, Inc.
1883 Marina Mile Blvd., Suite 106
Fort Lauderdale, FL 33315
(800) 840-BIDS | (954) 252-2887
www.moeckerauctions.com



AUCTION
PROPOSAL AND AGREEMENT

National Senior Insurance, Inc. D/B/A Seeman Holtz
301 Yamato Road, Suite 2222, Boca Raton, FL 33431

This Agreement (this "Agreement") is made on this 15th day of November, 2021 and is entered into this by and between Mr. Daniel Stermer, Corporate Monitor for National Senior Insurance, Inc. D/B/A Seeman Holtz ("Seller") and Moecker Auctions, Inc., a Florida limited liability company ("Agent"). Seller and Agent are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

1. PURPOSE OF AGREEMENT

Seller hereby engages Agent as Seller's exclusive agent to sell all of the furniture, fixtures, equipment and related inventory (all such property is collectively referred to in this Agreement as the "Personal Property"). Upon signing the auction agreement, it is understood that Moecker Auctions is the sole and exclusive agent to sell the personal property and that all other sales efforts including those in progress shall cease. In the event that sales are made after the execution of this agreement, seller will be liable to Moecker Auctions for the full auction fee and buyer's premium or related transaction fee as to the assets removed or sold. Such sale shall be by online public auction (the "Auction"). Seller hereby authorizes Agent and its designated agents to execute, as Seller's agent, all letters of intent, purchase and sale agreements, bills of sale, receipts and other documents which Agent deems necessary to transfer title to the Personal Property. Seller will, to the extent requested by Agent, promptly execute any or all such documents and further assurances as to Agent's authority to sell the Personal Property, and fully cooperate in good faith with Agent's efforts to sell the Personal Property. Agent will keep accurate records of any Auction or other sale of Personal Property, and permit Seller to examine the same at all reasonable times.

2. SCHEDULING OF AUCTION

The proposed Online Public Auction will commence on a date to be determined within 60 to 90 days upon signed proposal. The sale will be automated and length of open bidding will be set for a minimum of 10 days. All bids must be submitted using the online bidding platform


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(Proxibid.com). Lots will close at a rate of 1 to 2 lots per minute with additional time extension when bids are made in the last 60 seconds of closing. The Auction will be conducted pursuant to the terms of this Agreement and on such other terms as Agent deems appropriate so long as they do not conflict with the provisions of this Agreement. **We will hold (1) inspection period on a date to be determined prior to the auction closing date.** All interested parties are required to make appointments for inspections and must follow all CDC guidelines.

3. SALE PREMISES

The physical location of the property is currently at 301 Yamato Road, Suite 2222 Boca Raton, FL. Assets will be moved prior to auction date to **3161 West McNab Road, Pompano Beach, FL** (the "Sale Premises"). Agent will maintain the Personal Property at the Sale Premises until after such Personal Property is sold by Agent and the buyer(s) of such Personal Property have had sufficient opportunity to remove the Personal Property purchased. Seller will promptly notify Agent in advance of any change to the Sale Premises regarding or affecting the Personal Property or its potential sale at the Sale Premises, the Facility Services, or the buildings containing the Sale Premises (collectively, the "Buildings"), alteration of maintenance programs, or any events or knowledge that could affect any sale of Personal Property, the value of any Personal Property or performance by either Party under this Agreement.

4. CONDITION OF PROPERTY

Unless otherwise agreed by Seller and Agent, all sales of Personal Property will be "**AS IS**" "**WHERE IS**", disclaiming all implied warranties, including disclaiming implied warranties of merchantability and fitness for particular purpose.

- (a) Agent may, in its sole discretion: (1) offer for sale and/or sell Personal Property for sale by the piece or by bulk; and (2) include other items in the sale. At Auction, the Personal Property will be sold to the highest bidder, subject to Seller's approval and the buyer's timely payment of the purchase price and removal of purchased Personal Property from the Sale Premises.
- (b) Agent is not responsible if any Personal Property is not sold or if any buyer fails to complete a purchase of personal Property or fails to perform any of its other obligations. However, if a buyer fails to pay the purchase price for Personal Property, Agent may attempt to collect such purchase price from such person or entity.
- (c) A condition of any sale of Personal Property will be that if Personal Property is not paid for or not removed from the Sale Premises within the time specified by Agent, then Agent may, without further notice, make buyer to be in default, cancel such sale of such Personal Property and retain any money paid as liquidated damages. Such amount retained will form a part of the Sales Proceeds. Any such Personal Property not fully paid for or removed may be resold by Agent. The net proceeds thereof and such liquidated damages will be included in the Sales Proceeds.


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5. REGISTERED BIDDER DEPOSITS

Agent will require a \$100.00 (one hundred dollars) refundable deposit, proof of identification and/or account validation in order to participate in the auction.

6. COMMISSION

Agent will collect from each and every buyer of Personal Property, the "Buyer Premium", being the total sum of **Seventeen Percent (17%)**. Agent receives Fifteen Percent (15%) of the sales price. And the online bidding platform (Proxibid.com) receives Two Percent (2%) of the sales price.

7. AGENT INSURANCE

Agent will carry and maintain liability insurance coverage issued by a company or companies licensed to sell such coverage to the extent of not less than \$1,000,000 for bodily injury, and \$1,000,000 for property damage for Moecker Employees only. Seller will carry and maintain public liability insurance coverage at seller's own expense.

8. REMOVAL OF PROPERTY

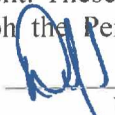
Costs and expenses to remove the Personal Property from the Sale Premises will be at the sole cost, liability and expense of the buyers. Agent, and/or its representative's will supervise the removal of sold Personal Property, and attempt to have all sold Personal Property removed by the removal time set forth on the proposed marketing and promotional schedule attached to this agreement. The assets will begin being removed the following day of the auction sale unless otherwise stated. Any and all unsold or abandoned lots will be left at the auction site. Agent is not responsible for clean-up of sale of premises.

9. MARKETING AND ADVERTISING

The sale will be exposed on a scale detailed within the Marketing and Promotional schedule provided within this agreement. The marketing campaign will be targeted to attract the most appropriate and or best buyers for what is being sold during the auction. Seller agrees that Agent may use the legal and/or trade names, street address and logos in any print, electronic or other media, before, during or after sale of Personal Property of the company or individual being liquidated, as Agent deems appropriate.

10. EXPENSE REIMBURSEMENT

Agent will advance all additional out-of-pocket, labor and other costs and expenses to prepare, promote and conduct the sale of the Personal Property pursuant to this Agreement. These costs and expenses may include costs and expenses to: tag, catalog, and photograph the Personal

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Property; prepare, publish and distribute illustrated brochures; advertise in available trade publications and regional newspapers as well as e-mail notifications, web and telemarketing campaigns; post descriptions and images on the internet. Agent will be reimbursed for costs and expenses from Sales Proceeds not to exceed 20% of the estimated expenses enclosed in this agreement.

11. SETTLEMENT

All Sales Proceeds from any sale of Personal Property will be paid by buyers of the Personal Property directly to Agent. Seller is obligated for set-up and marketing costs to adequately expose the assets for Auction purposes. The promotional funds will be advanced and recovered from the sale proceeds and agent will also deduct from such Sales Proceeds Agent's buyer's premium and remit all net sales proceeds with respect to any Personal Property will be sent to Seller pursuant to Sellers preferred method of payment, one hundred percent (100%) of the remaining collected Sale Proceeds within fourteen (14) business days after removal of all Personal Property from the Sale Premises. Agent will not be obligated to investigate, respond to or deal with claims or disputes that may relate to the Personal Property represented by such Sales Proceeds. We have prepared a detailed line by line marketing campaign budget for your review and will provide a complete expense portfolio approximately thirty (30) business days after removal of all Personal Property from the Sale Premises, with copies of paid invoices, advertisements, etc. verifying expenses.

12. TERMS OF AGREEMENT

This Agreement will terminate upon the sale and removal of all of the Personal Property sold from the Sale Premises.

13. BINDING EFFECT I ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Agent and Seller and their successors and permitted assigns. Seller may not assign any portion of this Agreement without the prior consent of Agent.

14. CONSTRUCTION

This Agreement will be construed and interpreted according to the laws of the state of Florida. The headings contained in this Agreement are inserted for convenience only and will not affect, define, limit or construe the meaning or interpretation of this Agreement or any Section of this Agreement. Nothing in this Agreement will be construed as to constitute the Parties as partners; All Exhibits referred to in this Agreement are attached to and from a part of this Agreement. All agreements contained in this Agreement are remade as of the date of sale of Personal Property, and will survive its termination.

15. ENTIRE AGREEMENT

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This Agreement constitutes the entire agreement between the Parties, and supersedes all prior oral or written understanding and agreements, relating to its subject matter. No changes to, modification of, or additions to this Agreement will be valid unless the same are in writing and signed by Seller and Agent.

16. NOTICES

In order for any notice, consent or agreement required or desired to be given pursuant to this Agreement to be valid and effective, it must be given in writing, and will be deemed delivered: (a) when acknowledged in writing by the receiving party; (b) when hand delivered; (c) when faxed to a Party at its respective fax number set forth below; (d) when emailed to a Party at its respective email address set forth below; or (e) four (4) days after being deposited in the U.S. mail, registered or certified, postage prepaid, addressed to a Party at its address set forth:


Seller:
Daniel Stermer, Managing Director
Development Specialist, Inc.
500 W. Cypress Creek Road, Suite 400
Fort Lauderdale, FL 33009
Office: (305) 374-2717
E mail: DStermer@DSIConsulting.com

Agent:
Robin Williams, Director of Auction Operations
Moecker Auctions, Inc.
1883 Marina Mile Blvd., Suite 106
Fort Lauderdale, Florida 33315
Office: (954) 252-2887
Email: rwilliams@moeckerauctions.com

17. COUNTERPARTS

This Agreement and any amendments or modifications may be executed in any number of duplicate originals, and may be executed by the Parties on any number of separate counterparts which, when taken together, shall constitute a single original document. Any signed original or counterpart delivered by facsimile or electronic means shall be as effective as a delivered signed original or counterpart, as the case may be.

The Parties hereto have caused this Agreement to be executed by their respective duly authorized officers or agents, as of the date below.


Daniel Stermer
Corporate Monitor for National Senior Insurance, Inc. D/B/A Seeman Holtz

11/15/21
Date


Robin Williams
Moecker Auctions, Inc.

11/15/21
Date

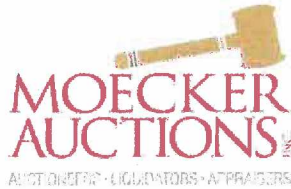

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Auction Proposal Summarization

Assets belonging to:	National Senior insurance, Inc. D/B/A Seeman Holtz
Auction type:	Online Public Auction
Auction start date:	To be determined within 60 – 90 days of signed agreement
Auction end date:	To be determined within 60 – 90 days of signed agreement
Asset type:	Furniture, fixtures, equipment and related inventory
Asset location:	Assets will be relocated to 3161 West McNab Road, Pompano Beach, FL
Inspection day:	Prior to Auction closing date - TBD
Seller's commission	0% (waived)
Buyer's Premium	17%
Seller's good faith deposit:	\$0
Checkout/Removal:	Pending end date of auction
Estimated cost and expenses:	\$1,975.00
Settlement:	14 business days after removal of all property


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Auction Marketing and Promotional Schedule
National Senior Insurance, Inc. D/B/A Seeman Holtz
 301 Yamato Road, Suite 2222, Boca Raton, FL 33431
 November 15, 2021

ESTIMATED MEDIA AND MARKETING EXPENSES		Type
Internet Advertising: Moecker Auctions, Inc. website, various auction listing websites, Facebook campaign, Twitter, Instagram		Global
Web-Cast Internet Bidding & Marketing Package: Global On-Line Bidding, Advertising and Bulk Email Blast: (Global Advertising Exposure), auction listing, 3-day featured auction on homepage, email blast, billing and invoicing. Online timed auction hosted on the proxibid.com platform		Global
Layout & Design: Layout/Design, Proofing, Typesetting for website advertising and email blasts		In-House
E-Mail Service: Email newsletter to Wholesalers, Retailers, General Public, Moecker Auction Proven Buyers including Bulk Buyers		Nation-Wide
Signs and Banners: Auction Banner, Interior signage as needed to promote the auction.		Local
Personal Solicitation: Personally contact core buyers and businesses relating to the property being sold.		Regional
Long Distance/Watts Line/Telemarketing		Nation-Wide
ESTIMATED MEDIA AND MARKETING EXPENSES:		\$475.00
ESTIMATED OPERATING COSTS AND EXPENSES		Days
Relocate Assets: Select specific assets and relocate to future auction site for liquidation.		1
Storage: All property will be securley stored at the sales premis: 3161 West McNab Road, Pompano Beach, FL		60 days
Auction Setup, Travel and Administrative: Moecker Auctions staff members to; organize, catalog and photograph all items in auction. Catalog and image conversion and processing, web-listing uploads and monitoring inquires. <i>(Property will be combined with assets similar in nature for cost savings).</i>		0.5
Inspection: Pre-auction Inspection (1) Moecker Auctions staff member for the duration of the inspection.		1
Auction Check-out: Check out staffing		2 to 3
Auction reconciliation and report: Execute client auction report (print and digital copies).		1
ESTIMATED OPERATING COSTS AND EXPENSES:		\$1,500.00
TOTAL ESTIMATED COST FOR LIQUIDATION EVENT AND AUCTION EVENT COMBINED:		\$1,975.00

The Marketing and Promotional Schedule is merely an estimate and is not intended as a term or condition of the Liquidation Contract, unless expressly identified as such. The above cost projections are based on current advertising rates and subject to increase.

NOTE: Auction company is not responsible for clean up of the premises.


Authorized Signature:  Date 11/15/21
 Please Print Name and Title: DANIEL J. STEGMILLER OPERATIONS MANAGER



EXHIBIT “B”

Exhibit "B"

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

v.

CASE NO.: 50-2021-CA-008718-XXXX-MB

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CENTURION ISG SERVICES, LLC,
CENTURION ISG FINANCE GROUP, LLC,
CENTURION FUNDING SPV I LLC,
CENTURION FUNDING SPV II LLC,
GRACE HOLDINGS FINANCIAL, LLC,

PRIME SHORT TERM CREDIT INC.,

Defendants.

THE ESTATE OF ERIC CHARLES HOLTZ,
SEEMAN HOLTZ PROPERTY AND CASUALTY, LLC
F/K/A SEEMAN HOLTZ PROPERTY AND CASUALTY, INC.,
SHPC HOLDINGS I, LLC,

Relief Defendants.

**AGREED ORDER GRANTING CORPORATE MONITOR, DANIEL J. STERMER'S
UNOPPOSED MOTION FOR APPROVAL OF EMPLOYMENT OF MICHAEL
MOECKER & ASSOCIATES, INC. TO PROVIDE AUCTIONEER SERVICES**

THIS CAUSE came before the Court on the Corporate Monitor, Daniel J. Stermer's Unopposed Motion for Approval of Employment of Moecker Auctions, Inc., to Provide Auctioneer Services. The Motion seeks to retain Moecker Auctions, Inc. ("Moecker") to provide auctioneer services to the Corporate Monitor in this case. The Court, having considered the Motion and the Engagement Letter, and having reviewed the Court file, and being otherwise fully advised in the premises, it is hereupon,

ORDERED and ADJUDGED:

1. The Motion is **GRANTED**.
2. The Corporate Monitor is authorized to retain Moecker to provide the services set forth in the Motion to the Corporate Monitor, pursuant to the terms of the Engagement Letter attached to the Motion as Exhibit "A".

3. Compensation paid to Moecker shall be in accordance with the rates set forth in the Engagement Letter from the auction proceeds as opposed from the Corporate Monitor.

DONE AND ORDERED in Chambers at West Palm Beach, Florida this _____ day of

_____, 2021

BRADLEY HARPER
Circuit Court Judge

Copies to: Counsel of Record and Corporate Monitor

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