

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

In re:

Case No.:

DINGWAY INVESTMENT LIMITED,

Chapter 15

Debtor in a Foreign Proceeding.

**EMERGENCY MOTION FOR ORDER GRANTING PROVISIONAL RELIEF
PENDING THE HEARING ON RECOGNITION PURSUANT TO
SECTIONS 1519 AND 1521 OF THE BANKRUPTCY CODE
*(Emergency Hearing Requested –Pre-Recognition Discovery Sought)***

Russell Crumpler and Fergal Thomas Power (collectively, the “Foreign Representatives”), as court-appointed joint provisional liquidators of the foreign estate of Dingway Investment Limited (the “Debtor”), respectfully move the Court for entry of an Order Granting Provisional Relief Pending the Hearing on Recognition, pursuant to 11 U.S.C. §§ 1519(a)(3) and 1521(a)(4), to allow the Foreign Representatives to conduct pre-recognition discovery under Rule 2004 of the Federal Rules of Bankruptcy Procedure and Local Rule 2004-1 to investigate the details of the sale of a Miami Property (as defined below), in which the Debtor holds an interest (or a claim thereto). In support thereof, the Foreign Representatives respectfully state as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction under 28 U.S.C. §§ 157 and 1334, and under 11 U.S.C. §§ 109 and 1501.
2. This is a core proceeding under 28 U.S.C. § 157(b)(2)(P).
3. Venue is proper in this district under 28 U.S.C. § 1410 as, among other things, the Debtor holds assets in this district, including ownership interest(s) in real estate in Miami, Florida (or a claim thereto), as described below.

BASIS OF MOTION FOR PROVISIONAL RELIEF

4. Concurrently with the filing of this Motion, Foreign Representatives have filed their *Motion for Order Granting Recognition of Foreign Main Proceeding Pursuant to §§ 1515 and 1517 of the Bankruptcy Code and for Related Relief* (the “Recognition Motion”), seeking relief to, among other things, further investigate the acts, conduct, liabilities, property, and financial condition of the Debtor. [D.E. 2].

5. The Recognition Motion is accompanied by the Declaration of Russell Crumpler (the “Declaration of Russell Crumpler”) [D.E. 2-1], the Foreign Representative, as required by § 1515(c) of the Bankruptcy Code, which is incorporated herein by reference.

6. According to the investigation of the Foreign Representatives, the Debtor has an ownership interest (or a claim thereto) in substantial property located at 1420-1438 S. Miami Avenue, Miami, Florida 33130 (a vacant land site between Southwest 14th Street and Southwest 14th Terrace and between South Miami Avenue and Southwest First Avenue in the Brickell area) (the “Miami Property”), which was acquired in December 2014 through the Debtor’s wholly-owned subsidiary at the time, for approximately US\$86.7 million, and subsequently (1) wrongfully transferred to a third party through an unauthorized transaction for no value in October 2019; (2) wrongfully transferred to a third party in November 2019; and (3) wrongfully transferred to third parties in December 2021, as more specifically set forth below.

A. Debtor’s Corporate Structure and Ownership Interest in the Miami Property

7. On December 19, 2014, the Debtor was incorporated in the British Virgin Islands (“BVI”) as a vehicle to hold (indirectly through three intermediate Delaware corporations, as detailed below) the Miami Property. *See* Crumpler Decl. at ¶ 13.

8. Upon the Debtor's formation in 2014, China City Construction (International) Co., Limited ("China City"), a Hong Kong company, was the sole shareholder of the Debtor. The Debtor was in turn the sole member of CCCC Holdings, LLC ("CCCC Holdings, LLC"), a Delaware limited liability company that is now doing business as Rega Center Delaware, LLC. CCCC Holdings, LLC was in turn the sole shareholder of CCCC USA Holdings, Corp. ("CCCC USA Holdings, Corp."), a Delaware corporation that is now doing business as Rega Center USA, Corp. CCCC USA Holdings, Corp. was in turn the sole member of CCCC International USA, LLC ("CCCC International USA, LLC"), a Delaware limited liability company that is now doing business as Rega Center Miami Holdings, LLC. *See* Crumpler Decl. at ¶ 14(a)-(d).

9. On December 26, 2014, CCCC International USA, LLC purchased the Miami Property for approximately US\$86.7 million. The relevant funding for the 2014 purchase of the Miami Property is as follows:

- a. Pursuant to two Purchase and Sale Agreements both dated October 29, 2014, CCCC US Corp. (a wholly-owned subsidiary of China City) agreed to purchase the Miami Property from 1430 SWA LLLP and Cabi Developers LLC, the then title owners of the Miami Property for an aggregate consideration of US\$86,740,000. This purchase was to be completed on or before December 31, 2014.
- b. By an Assignment and Assumption of Purchase and Sale Agreement dated November 11, 2014, CCCC US International Corp. was substituted as buyer in place of CCCC US Corp.

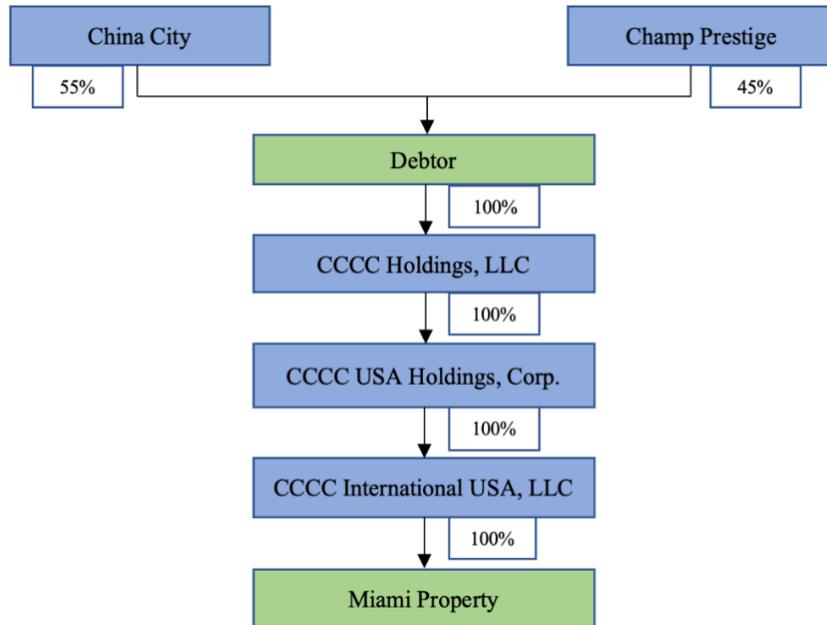
- c. By a further Assignment and Assumption of Purchase and Sale Agreement dated December 18, 2014, CCCC International USA, LLC was substituted as buyer in place of CCCC US International Corp.
- d. On December 26, 2014, the sale and purchase was completed. The consideration of US\$86.7 million was remitted from China City Construction & Development Co., (Hong Kong) Limited (“CCCDHK”) on behalf of China City to CCCC US International Corp. on or about December 10, 2014, and according to accounting records, an amount due from CCCDHK to China City was at the same time reduced from US\$203,970,640 to US\$117,051,346 (being more or less the sum of US\$203,970,640 less the Miami Property purchase price).

See Crumpler Decl. at ¶ 16(i)-(iv).

10. From an accounting perspective, the consideration for the purchase of the Miami Property was provided by CCCDHK to China City, and China City in turn provided the same to the Debtor by way of a shareholder loan (the “Shareholder Loan”), and so on through each of the intermediate entities to CCCC International USA, LLC, the titleholder of the Miami Property. *See* Crumpler Decl. at ¶ 17.

11. On October 2, 2015, China City and Champ Prestige International Limited (“Champ Prestige”), a BVI company, entered into a Sale and Purchase Agreement (the “SPA”) wherein Champ Prestige, in exchange for approximately US\$40 million, acquired a forty-five percent (45%) interest in the Debtor, together with a 45% interest in the Shareholder Loan. China City owned and continues to own the remaining fifty-five percent (55%) interest in the Debtor, as well as the remaining 55% interest in the Shareholder Loan. *See* Crumpler Decl. at ¶ 18-19.

12. A diagram of the corporate structure as detailed in paragraphs 7 through 11 above is set forth below:



B. The Wrongful Transfers of Debtor’s and China City’s Interests

13. On October 15, 2019, Mr. Zeng Yuqi (“Mr. Zeng”), a rogue director of the Debtor, purportedly transferred Debtor’s membership interest in CCCC Holdings, LLC to CCCDHK (the “CCCDHK Transfer”).¹ The Debtor received no consideration for the CCCDHK Transfer. Moreover, there was no notice provided to the Debtor’s shareholders or Board of Directors prior to the CCCDHK Transfer, and there was no resolution of the Debtor’s Board of Directors with regard to the CCCDHK Transfer. *See* Crumpler Decl. at ¶ 22.

14. On November 8, 2019, CCCDHK and Rega Center, LLC (“Rega Center”) a California limited liability company, executed a “Membership Interest Purchase Agreement” by which Rega Center agreed to buy CCCDHK’s purported interest in CCCC Holdings, LLC for

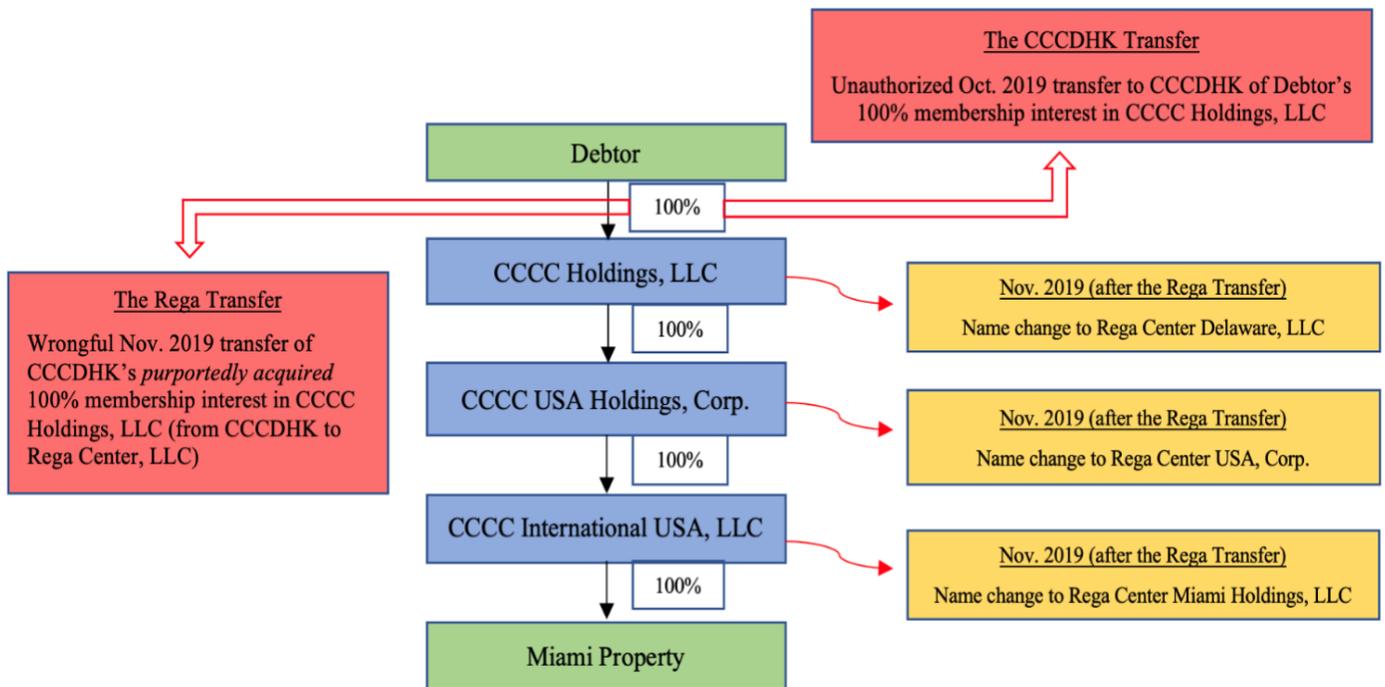
¹ Notably, Mr. Zeng was also, until September 26, 2018, a director of CCCDHK. *See* Crumpler Decl. at ¶ 21.

approximately US\$70 million. Such agreement was signed by Ms. Sze Wai Suen (“Ms. Sze”), a director of CCCDHK, on behalf of CCCDHK and Mr. Sen Wang (“Mr. Sen”) on behalf of Rega Center, LLC. *See* Crumpler Decl. at ¶ 24.

15. Shortly thereafter, on November 21, 2019, by an “Assignment and Assumption of Membership Interests,” the interest in CCCC Holdings, LLC was purportedly assigned from CCCDHK to Rega Center (the “Rega Transfer”). *See* Crumpler Decl. at ¶ 25.

16. A few days later, (1) CCCC Holdings, LLC changed its name to Rega Center Delaware, LLC; (2) CCCC USA Holdings, Corp. changed its name to Rega Center USA, Corp.; and (3) CCCC International USA, LLC changed its name to Rega Center Miami Holdings, LLC (collectively, the “Rega Entities”). *See* Crumpler Decl. at ¶ 26.

17. A diagram illustrating the CCCDHK Transfer, the Rega Transfer, and the relevant name changes as described in paragraphs 13 through 16 above is set forth below:



18. Most recently, the (now-appointed) Foreign Representatives came to learn (via an online news article) that a Mast Capital entity, along with Rockpoint Group, LLC, a Boston-based private equity firm, were involved in the purchase of the Miami Property for a reported purchase price of approximately US\$103 million (the “Mast Capital Transaction”). *See* Crumpler Decl. at ¶¶ 28-29. A true and correct copy of the online news article is attached hereto as **Exhibit A**.

19. Based on a review of available public records, the Mast Capital Transaction appears to have been effectuated through sales from Rega Center Miami Holdings, LLC to 1420 S Miami MF Tower 1 Owner LLC, a Delaware limited liability company registered to operate as a foreign company in Florida (“1420 Tower 1”), 1420 S Miami MF Tower 2 Owner LLC, a Delaware limited liability company registered to operate as a foreign company in Florida (“1420 Tower 2”), and 1420 S Miami Acquisitions CP, LLC, a Delaware limited liability company registered to operate as a foreign company in Florida (“1420 Acquisitions” and, together with 1420 Tower 1 and 1420 2, the “Acquiring Entities”). *See* Crumpler Decl. at ¶ 30. A true and correct copy of the Special Warranty Deeds reflecting the foregoing transactions (all of which are dated as of December 22, 2021) are attached hereto as **Composite Exhibit B**.

20. The U.S. Bankruptcy Code expressly permits the Court to enter relief of the kind requested here, as Section 1519 provides that,

(a) From the time of filing a petition for recognition until the court rules on the petition, the court may, at the request of the foreign representative, where relief is urgently needed to protect the assets of the debtor or the interests of the creditors, grant relief of a provisional nature, including—

(3) any relief referred to in paragraph (3), (4), or (7) of section 1521(a).

11 U.S.C. §1519(a).

21. The authorized relief under Section 1521(a)(4) includes: “the examination of witnesses, the taking of evidence or the delivery of information concerning the debtor’s assets, affairs, rights, obligations or liabilities.” 11 U.S.C. §1521(a)(4).

22. Through this Motion, Foreign Representatives respectfully request that the Court enter an order authorizing Foreign Representatives to conduct pre-recognition discovery under Rule 2004 of the Federal Rules of Bankruptcy Procedure and Local Rule 2004-1 in order to investigate the details of the Mast Capital Transaction (i.e., information regarding the location of the closing proceeds) (the “Provisional Relief”).

23. Specifically, the Foreign Representatives request that they be allowed to issue and serve pre-recognition subpoenas for the production of documents (the “Proposed Discovery”) upon any person that may possess documents and/or information relating to the Mast Capital Transaction (collectively, the “Discovery Targets”) including but not limited to:²

- a. 1420 Tower 1, 1420 Tower 2, and/or 1420 Acquisitions, as the December 2021 direct purchasers and transferees of Rega Center Miami Holdings LLC’s interests in the Miami Property;
- b. Mast Capital, Inc., an active Florida Corporation that may have been involved in the acquisition of the Miami Property;
- c. Mast Capital MGMT, LLC, an active Florida limited liability company that may have been involved in the Mast Capital Transaction;

² Given the lack of public information regarding what Mast Capital entity was involved in the Mast Capital Transaction, the Foreign Representative include as Discovery Targets three (3) active Mast Capital entities, all of which share the same principal address and registered agent name and address.

- d. Mast Capital Special Partner, LLC, an active Delaware limited liability company that is registered to operate as a foreign company in Florida and may have been involved in the Mast Capital Transaction; and
- e. Rockpoint Group, LLC, a Boston-based private equity firm which was reported to be a co-buyer and co-owner, as well as an equity partner in the Mast Capital Transaction.

24. The Proposed Discovery is limited and targeted to obtain information regarding the location of the closing proceeds for the sale of the Miami Property in connection to the Mast Transaction. A form of subpoena reflecting the Proposed Discovery to be issued pursuant to this Motion is attached as **Exhibit C**.

25. The Provisional Relief is being sought on an emergency basis to obtain relevant information that will likely serve to (1) preserve the *status quo* of the Debtor's estate, (2) prevent further dissipation of the proceeds of the sale of the Miami Property, and (3) preserve the Debtor's claims and interests therein.

WHEREFORE, Foreign Representatives, Russell Crumpler and Fergal Thomas Power, respectfully request that the Court enter an Order granting provisional relief under 11 U.S.C. §§ 1519(a)(3) and 1521(a)(4) substantially in the form of the Proposed Order attached as **Exhibit D**, (i) authorizing Foreign Representatives to conduct the Proposed Discovery under Rule 2004 of the Federal Rules of Bankruptcy Procedure and Local Rule 2004-1 prior to the Court's ruling on recognition by serving the Proposed Discovery upon the Discovery Targets; and (ii) granting such further relief as this Court deems proper and just.

28 U.S.C. § 1746 VERIFICATION

I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed in TORTOLA, BRITISH on January 27, 2022
VIRGIN ISLANDS

By: _____

~~Russell Crumpler~~ of Teneo (BVI) Limited as joint provisional liquidator of the foreign estate of Dingway Investment Limited (the "Debtor")

Dated: January 27, 2022

Respectfully submitted,

SEQUOR LAW, P.A.
1111 Brickell Avenue, Suite 1250
Miami, Florida 33131
Telephone: (305) 372-8282
Facsimile: (305) 372-8202
Email: fmendez@sequorlaw.com
ggrossman@sequorlaw.com

By: /s/ Fernando Menendez, Jr.

Fernando Menendez, Jr.
Florida Bar No.: 18167
Gregory S. Grossman
Florida Bar No.: 896667

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served upon all interested parties registered to receive notice via this Court's CM/ECF electronic notification system on January 27, 2022.

/s/ Fernando J. Menendez
Fernando J. Menendez

EXHIBIT A

Please Sign In and use this article's on page print button to print this article.

Residential Real Estate

Mast Capital, Boston firm pay \$103M for Brickell property



A rendering of the future condo project at 1420 S. Miami Ave. in the Brickell Financial District
MAST CAPITAL



By Erik Bojnansky – Reporter, South Florida Business Journal
Dec 27, 2021 **Updated** Jan 13, 2022, 7:00am EST

IN THIS ARTICLE

Government & Regulations
Industry

Mast Capital
Company

Camilo Miguel Jr.
Person

Adam Pierkarski
Person

Jason Kollander
Person

Jordan Roeschlaub
Person

Nick Scribani
Person

More

Miami developer Camilo Miguel Jr. and Boston-based Rockpoint Group just paid \$103 million for 2.8 acres of land in the Brickell Financial District, where they plan to build a residential project with over 1,000 units in multiple towers.

Mast Capital, Miguel's company, already submitted plans to the city of Miami to construct the 2.6 million-square-foot project at 1420 S. Miami Ave. It will include an 80-story condo tower with 400 residences and two multifamily buildings of 50 and 60 stories, each with 850 apartments. The condo tower will be managed by a "luxury lifestyle brand" that will provide "resort-style amenities" including food and beverage services for residents, according to a Monday announcement from the developers. They didn't specify which brand that would be.

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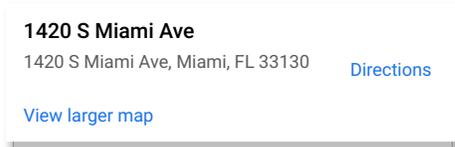
COMMERCIAL REAL ESTATE

Summit Design + Build



COMMERCIAL REAL ESTATE

Dallas-Fort Worth commercial, multifamily construction surged 45% last year, setting record



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The seller was Rega Center Miami Holdings, LLC managed by Mei Li, according to a deed for the land. Rega Center Miami Holdings seized the property following a legal battle with the previous owner, a limited liability company connected to China City Construction. Based in Beijing, China City Construction paid \$74.74 million for the property in 2014 and proposed constructing two towers between 73 and 75 stories tall.

Miguel, CEO and founder of Mast Capital, said his project will "transform the character of the neighborhood."

"We believe Brickell will continue to outperform from the ongoing demographic shift," Miguel stated. "Our vision is to deliver a differentiated product that stands out from the current offerings and appeals to a wide variety of residences."

According to Miami's Downtown Development Authority, apartment buildings in the Brickell and downtown areas of Miami are 95% occupied. Rents for condo units in Brickell have also increased over 30% in the past five years, according to Mast Capital's press statement.

The purchase was partially financed by two mortgage totaling \$62.5 million that was arranged by the commercial advisory firm Newmark Group (Nasdaq: NMRK), in which roughly half of the 2.8 acres of land is collateral. New York-based MSD Partners, led by [Adam Pierkarski](#) and [Jason Kollander](#), provided a \$46.35 million mortgage. The rest of the loaned amount was given by CanAm Enterprises, also based in New York, stated a Newmark Group spokesman. The Newmark team that negotiated the loan terms on behalf of the lenders was led by [Jordan Roeschlaub](#) and included [Dustin Stolly](#), [Nick Scribani](#), [Chris Kramer](#), [Daniel Matz](#) and [Dan Morin](#).

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COMPOSITE EXHIBIT B



CFN 2021R0960717

OR BK 32921 Pgs 397-400 (4Pgs)
RECORDED 12/23/2021 11:25:53
DEED DOC TAX \$330,000.00
SURTAX \$247,500.00
HARVEY RUWIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by:

James W. Shindell, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131

After recording, return to:

Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, Florida 33131
Attn: Kimberly S. LeCompte, Esq.

Tax Folio Nos. 01-0209-060-1010; 01-0209-060-1140;
01-0209-060-1130; 01-0209-060-1150; 01-0209-060-1160;
a portion of 01-0209-060-1040; a portion of 01-0209-060-1120

(Above Space for Recorder's Use Only)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ^{22nd} day of December, 2021, by REGA CENTER MIAMI HOLDINGS LLC, a Delaware limited liability company, with an address at 1101 Brickell Avenue, Suite 800, Miami, Florida 33131 ("**Grantor**"), in favor of 1420 S MIAMI ACQUISITIONS CP, LLC, a Delaware limited liability company ("**Grantee**"), with an address at 2601 S. Bayshore Drive, Suite 850, Miami, Florida 33133.

GRANTOR, for and in consideration of the sum of \$10.00 to Grantee, receipt of which is acknowledged, does grant, bargain, sell, alien, remise, release, convey and confirm to Grantee, all rights and interest in the real property situate, lying and being in the County of Miami-Dade, State of Florida, more particularly described on the attached **Exhibit A** ("**Property**").

TOGETHER WITH all right, title and interest of Grantor in (i) any and all structures and improvements on the Property; (ii) any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances and other rights and benefits belonging to, running with the owner of, or in any way related to the Property.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO the matters reflected below ("**Permitted Exceptions**"):

4

General and special taxes or assessments for the year 2022 and subsequent years.

Conditions, easements, restrictions, limitations, reservations and declarations of record, if any, but this reference shall not operate to reimpose same.

Applicable zoning ordinances, codes, rules and regulations as the same affect the Property.

AND Grantor hereby covenants with Grantee that it has authority to sell and convey the Property, that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of others claiming by, through or under Grantor, but not otherwise, except Grantor shall not be obligated to defend claims arising from the Permitted Exceptions.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

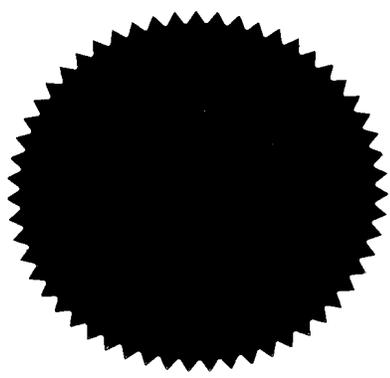
REGA CENTER MIAMI HOLDINGS LLC, a Delaware limited liability company

[Signature]
Print Name: YUEN, Kwok Kit

By: [Signature]
Name: Mei Li
Title: Manager

[Signature]
Print Name: TSE Ka Yee

THE FOREGOING INSTRUMENT was acknowledged before me on this 7th day of December, 2021, by means of physical presence or online notarization by Mei Li, as Manager of REGA CENTER MIAMI HOLDINGS LLC, a Delaware limited liability company. He/she is personally known to me or produced HKSAR Passport as identification.



[Signature]
Signature of Notary Public
SO FUK CHING
Print Name of Notary Public
Notary Public, Hong Kong SAR

Edmund W.H. Chow & Co.
Solicitors & Notaries
2nd Floor, Fung House,
19-20 Connaught Road
Central, Hong Kong. Attestation only.
No advice sought or given.

[Signature Page to Special Warranty Deed]

EXHIBIT "A"

The Property

LOTS 1 TO 4, INCLUSIVE AND LOTS 13 TO 17, INCLUSIVE, OF BLOCK 96 SOUTH, CITY OF MIAMI, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 41 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



CFN 2021R0960718

OR BK 32921 Pgs 401-404 (4Pgs)
RECORDED 12/23/2021 11:25:53
DEED DOC TAX \$144,000.00
SURTAX \$108,000.00
HARVEY RUWIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by:

James W. Shindell, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131

After recording, return to:

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Miami, Florida 33131
Attn: Kimberly S. LeCompte, Esq.

Tax Folio Nos. 01-0209-060-1060; 01-0209-060-1070;
01-0209-060-1080; 01-0209-060-1090;
a portion of 01-0209-060-1040
a portion of 01-0209-060-1071

(Above Space for Recorder's Use Only)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 22nd day of December, 2021, by REGA CENTER MIAMI HOLDINGS LLC, a Delaware limited liability company, with an address at 1101 Brickell Avenue, Suite 800, Miami, Florida 33131 ("**Grantor**"), in favor of 1420 S MIAMI MF TOWER 1 OWNER LLC, a Delaware limited liability company ("**Grantee**"), with an address at 2601 S. Bayshore Drive, Suite 850, Miami, Florida 33133.

GRANTOR, for and in consideration of the sum of \$10.00 to Grantee, receipt of which is acknowledged, does grant, bargain, sell, alien, remise, release, convey and confirm to Grantee, all rights and interest in the real property situate, lying and being in the County of Miami-Dade, State of Florida, more particularly described on the attached **Exhibit A ("Property")**.

TOGETHER WITH all right, title and interest of Grantor in (i) any and all structures and improvements on the Property; (ii) any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances and other rights and benefits belonging to, running with the owner of, or in any way related to the Property.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO the matters reflected below ("**Permitted Exceptions**"):

5

General and special taxes or assessments for the year 2022 and subsequent years.

Conditions, easements, restrictions, limitations, reservations and declarations of record, if any, but this reference shall not operate to reimpose same.

Applicable zoning ordinances, codes, rules and regulations as the same affect the Property.

AND Grantor hereby covenants with Grantee that it has authority to sell and convey the Property, that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of others claiming by, through or under Grantor, but not otherwise, except Grantor shall not be obligated to defend claims arising from the Permitted Exceptions.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

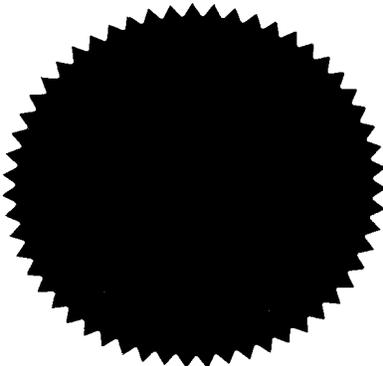
REGA CENTER MIAMI HOLDINGS LLC, a Delaware limited liability company

[Signature]
Print Name: YUEN, Kwok Kit

By: [Signature]
Name: Mei Li
Title: Manager

[Signature]
Print Name: TSE Ka Yee

THE FOREGOING INSTRUMENT was acknowledged before me on this 7th day of December, 2021, by means of physical presence or online notarization by Mei Li, as Manager of REGA CENTER MIAMI HOLDINGS LLC, a Delaware limited liability company. He/she is personally known to me/or produced HKSAR Passport as identification.



[Signature]
Signature of Notary Public
SO FUK CHING
Print Name of Notary Public
Notary Public, Hong Kong SAR

Edmund W.H. Chow & Co.
Solicitors & Notaries
2nd Floor, Fung House,
19-20 Connaught Road
Central, Hong Kong.

Attestation only.
No advice sought or given.

[Signature Page to Special Warranty Deed]

EXHIBIT "A"

The Property

LOTS 5 TO 9, INCLUSIVE, OF BLOCK 96 SOUTH, CITY OF MIAMI, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 41 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



CFN 2021R0960719

OR BK 32921 Pgs 405-408 (4Pgs)
RECORDED 12/23/2021 11:25:53
DEED DOC TAX \$144,000.00
SURTAX \$108,000.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by:

James W. Shindell, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131

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333 SE 2nd Avenue
Miami, Florida 33131
Attn: Kimberly S. LeCompte, Esq.

Tax Folio Nos. 01-0209-060-1100; 01-0209-060-1110;
a portion of 01-0209-060-1071
a portion of 01-0209-060-1120

(Above Space for Recorder's Use Only)

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GRANTOR, for and in consideration of the sum of \$10.00 to Grantee, receipt of which is acknowledged, does grant, bargain, sell, alien, remise, release, convey and confirm to Grantee, all rights and interest in the real property situate, lying and being in the County of Miami-Dade, State of Florida, more particularly described on the attached **Exhibit A** ("**Property**").

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TO HAVE AND TO HOLD, the same in fee simple forever.

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6

General and special taxes or assessments for the year 2022 and subsequent years.

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AND Grantor hereby covenants with Grantee that it has authority to sell and convey the Property, that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of others claiming by, through or under Grantor, but not otherwise, except Grantor shall not be obligated to defend claims arising from the Permitted Exceptions.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

REGA CENTER MIAMI HOLDINGS LLC, a Delaware limited liability company



Print Name: YUEN, Kwok Kit

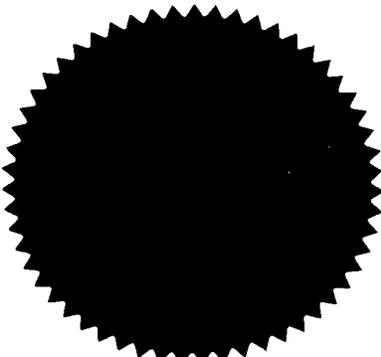


By: Name: Mei Li Title: Manager



Print Name: TSE KA YEE

THE FOREGOING INSTRUMENT was acknowledged before me on this 7th day of December, 2021, by means of physical presence or online notarization by Mei Li, as Manager of REGA CENTER MIAMI HOLDINGS LLC, a Delaware limited liability company. He/she is personally known to me/or produced HKSAR Passport as identification.



Signature of Notary Public SO FUK CHING

Print Name of Notary Public

Notary Public, Hong Kong SAR

Edmund W.H. Chow & Co. Solicitors & Notaries 2nd Floor, Fung House, 19-20 Connaught Road Central, Hong Kong.

Attestation only. No advice sought or given.

[Signature Page to Special Warranty Deed]

EXHIBIT "A"

The Property

LOTS 10 TO 12, INCLUSIVE, OF BLOCK 96 SOUTH, CITY OF MIAMI, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 41 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

In re: Case No.:
DINGWAY INVESTMENT LIMITED, Chapter 15
Debtor in a Foreign Proceeding.

SUBPOENA DUCES TECUM FOR RULE 2004 EXAMINATION

To: []

Testimony: **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure and Local Rule 2004-1.

PLACE OF TESTIMONY	DATE AND TIME
N/A	N/A

The deposition will be recorded by this method: N/A

√ Production: **Within 14 days of receipt of this Subpoena**, You, or your representatives, must produce the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material: **See Schedule Attached.**

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Dated: _____, 2022

/s/ Fernando J. Menendez, Jr.
Fernando J. Menendez Jr., attorney for Foreign Representatives
1111 Brickell Avenue, Suite 1250, Miami, FL 33131
fmendez@sequorlaw.com; fcuriel@sequorlaw.com
Tel. (305)372-8282

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

- Parties desiring access to information produced in response to this subpoena will need to follow up with the party serving the subpoena to obtain such access.
- The party serving the subpoena should make reasonable provisions for prompt access.
- The court for the district where compliance with the subpoena is required has authority to order notice of receipt of produced materials or access to them

SCHEDULE
DEFINITIONS

As used in this request, the following words shall have the following meanings:

1. “You” and “Your” means the recipient of this subpoena, [_____].
2. “Debtor” refers to the following: Dingway Investment Limited.
3. The “Miami Property” refers to property located at 1420-1438 S. Miami Avenue, Miami, Florida 33130 (a vacant land site between Southwest 14th Street and Southwest 14th Terrace and between South Miami Avenue and Southwest First Avenue in the Brickell area).
4. The “Sale of the Miami Property” refers to the following sale(s) of the Miami Property:
 - a. On December 22, 2021, Rega Center Miami Holdings, LLC conveyed Lots 1 to 4, inclusive, and Lots 13 to 17, inclusive, of Block 96 South, City of Miami, according to the Plat thereof as recorded in Plat Book B, Page 41 of the Public Records of Miami-Dade County, Florida, by Special Warranty Deed, in favor of 1420 S Miami Acquisitions CP, LLC;
 - b. On December 22, 2021, Rega Center Miami Holdings, LLC conveyed Lots 5 to 9, inclusive, of Block 96 South, City of Miami, according to the Plat thereof as recorded in Plat Book B, Page 41 of the Public Records of Miami-Dade County, Florida, by Special Warranty Deed, in favor of 1420 S Miami MF Tower 1 Owner, LLC; and
 - c. On December 22, 2021, Rega Center Miami Holdings, LLC conveyed Lots 10 to 12, inclusive, of Block 96 South, City of Miami, according to the Plat thereof as recorded in Plat Book B, Page 41 of the Public Records of Miami-Dade County, Florida, by Special Warranty Deed, in favor of 1420 S Miami MF Tower 2 Owner, LLC.
5. “Closing Proceeds” refers to any monies paid and/or transferred in connection with the Sale of the Miami Property.
6. “Document” shall have the same meaning ascribed in Rule 34(a)(1)(A) of the Federal Rules of Civil Procedure, as incorporated by Federal Rule of Bankruptcy Procedure 7034.
7. “Communication” means any exchange of words, notes, symbols, ideas, or thoughts between two or more people by any medium or method, including: hand-written; typed; e-mail; text message or via other telephone messaging service such as WhatsApp; recorded audio; voice recording; or any other medium or method capable of recording and electronically storing a Communication.
8. “All” means one original, or one copy, of each “Document” as defined above. If you have the original, produce the original. If you have a copy but not the original, produce a single copy. If any copy differs from the original or another copy in any respect, including, without limitation, drafts or versions or copies containing notes, comments or insertions, produce each. Any foreign language copies, drafts or originals shall be produced in addition to their English counterparts.

9. “Property” refers to any tangible object, including but not limited to: real estate, vehicles, equipment and machinery, artwork, coins, jewelry, collectibles, sculptures, books and manuscripts, ethnographic arts, furniture and decorative art, watches, musical instruments, drawings, photographs, and prints.

10. “Transfer” means every mode, direct or indirect, absolute or conditional, voluntary or involuntary, of disposing of or parting with an asset or with an interest in an asset, including a gift, grant, alienation, bargain, sale, conveyance, lease, release, creation of lien or encumbrance, assignment, retention of title as a security interest, consignment, and bailments of any kind.

11. The terms “and” and “or” shall each be interpreted in every instance, both conjunctively and disjunctively, as meaning “and/or” so as to bring within the scope of these document requests any information that might otherwise be construed to be outside their scope.

12. “Relating to” means referring to, pertaining to, being part of, regarding, evidencing, being evidence of, showing, generated or transmitted in the course of, constituting, memorializing, or concerning in any way, all or any part of the specified things, events, transactions, relationships, facts or contentions;

13. “Relevant Period” shall refer to the period of time beginning with and including November 22, 2019, through and including the date of complete production of the documents responsive to this Subpoena, including any period of time that production of responsive documents is delayed by the filing of any objection, motion to quash, or motion for protective order in connection with this Subpoena.

GENERAL PROVISIONS

14. Any document in Your possession or the possession of any individual or corporation over which You have custody or control, including, but not limited to, Your predecessor in interest, family members, agents, corporations, employees and, unless privileged, attorneys is deemed to be within Your possession or control. You have the affirmative duty to contact any third party, including the foregoing, that is within Your custody or control if such third party has documentation responsive to this Subpoena.

15. In the event You claim that any document requested is unavailable, lost, misplaced, or destroyed, state the following:

- a. the date You believe such document became unavailable, lost, misplaced, or destroyed; and
- b. the reason why such document became misplaced, lost, or destroyed.

16. In the event that You seek to withhold any document on the basis that it is covered by privilege, please provide the following information:

- a. The name of each author, writer, sender, or initiator of such document or thing, if any;

- b. The name of each recipient, addressee or party for whom such document or thing was intended, if any;
- c. The date of such document, if any, or an estimate thereof so indicated if no date appears on the document;
- d. The general subject matter as described in such document, or, if no such description appears, then such other description sufficient to identify said document; and
- e. The claimed grounds for withholding the document, including, but not limited to the nature of any claimed privilege and grounds in support thereof.

17. For each request, or part thereof, which is not fully responded to pursuant to a privilege, the nature of the privilege and grounds in support thereof should be fully stated, and that portion of the document not claimed to be privileged shall be produced.

18. If production of documents or other items required by this Request would be, in whole or in part, unduly burdensome, or if the response to an individual request for production may be aided by clarification of the request, contact Cristina Vicens Beard, the issuer of this Request, to discuss possible amendments or modifications of the Request within five (5) days of receipt of same.

19. Documents maintained in electronic form must be produced in their native electronic form with all metadata intact. Data must be produced in the data format in which it is typically used and maintained. For electronic mail systems using Microsoft Outlook or LotusNotes, provide all responsive emails and, if applicable, email attachments and any related documents, in their native file format (i.e., .pst for outlook personal folder, .nsf for LotusNotes). For all other email systems provide all responsive emails and if applicable, email attachments and any related documents in TIFF format.

- a. To the extent any electronically stored information, if produced in its native format, would be difficult or impossible to review because it would require proprietary or legacy software, said electronically stored information should be provided in Image (near-paper) format (i.e., .TIFF, or .PDF files) with a corresponding load file utilizing valid field delimiters and text qualifiers containing metadata and optical character recognition (OCR) extracted text for said electronically stored information named with the document identification (DocID) of its corresponding file.
- b. To the extent any electronically stored information is a password protected native file, the password for the native file should be provided as metadata in a text file named with the document identification (DocID) of the corresponding password protected native file.

DOCUMENTS REQUESTED

Relating to the Sale of the Miami Property

1. All Documents sufficient to identify the location of the Closing Proceeds, including, but not limited to, all available information relating to the financial institution to which the Closing Proceeds were transferred, including (i) all wire transfer instructions relating to the Closing Proceeds; (ii) the name and address of any intermediary or beneficial bank to which the Closing Proceeds were transferred; (iii) the applicable SWIFT Code used in connection with any transfer of the Closing Proceeds; (iv) the applicable ABA routing number used in connection with any transfer of the Closing Proceeds; (v) the name of any holder(s) or owner(s) of any account(s) to which the Closing Proceeds were transferred; and (vi) all other available account information, including account numbers, for any accounts to which the Closing Proceeds were transferred.

EXHIBIT D

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

In re:

Case No.:

DINGWAY INVESTMENT LIMITED,

Chapter 15

Debtor in a Foreign Proceeding.

**ORDER GRANTING EMERGENCY MOTION FOR ORDER GRANTING
PROVISIONAL RELIEF PENDING THE HEARING ON RECOGNITION PURSUANT
TO SECTIONS 1519 AND 1521 OF THE BANKRUPTCY CODE**

THIS MATTER came on for hearing on _____, 2022 (the “Hearing”), upon the *Emergency Motion for Order Granting Provisional Relief Pending the Hearing on Recognition Pursuant to Sections 1519 and 1521 of the Bankruptcy Code* (the “Motion for Provisional Relief”) [D.E. 3] filed by Russell Crumpler and Fergal Thomas Power (collectively, the “Foreign Representatives”), as court-appointed joint provisional liquidators of the foreign estate of Dingway Investment Limited (the “Debtor”).

Foreign Representatives seek an order authorizing Foreign Representatives to conduct

Proposed Discovery¹ under Rule 2004 of the Federal Rules of Bankruptcy Procedure and Local Rule 2004-1 prior to the Court's ruling on recognition pursuant to Sections 1519(a)(3) and 1521(a)(4) of the Bankruptcy Code. Upon due consideration of the Motion for Provisional Relief, counsel's argument at the Hearing, the record, and after due deliberation and sufficient cause appearing therefore, the Court concludes that a showing has been made as follows:

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and 11 U.S.C. §§ 109 and 1501.

B. Venue of this proceeding is proper in this judicial district pursuant to 28 U.S.C. § 1410, because Debtor has property in the United States within this judicial District.

C. This is a core foreign proceeding under 28 U.S.C. § 157(b)(2)(P).

D. There is substantial likelihood of success on the merits that the Foreign Representatives will be able to demonstrate that the foreign liquidation of the Debtor (the "Hong Kong Proceeding") is a foreign main proceeding entitled to recognition under 11 U.S.C. § 1517(b)(1)-(2), that the Foreign Representatives are the duly appointed foreign representatives of the Debtor pursuant to 11 U.S.C. §§ 102(24) and 1509, and the Foreign Representatives, in their capacity as foreign representatives of Debtor, are entitled to protections afforded by §§ 1520 and 1521 of the Bankruptcy Code.

E. Issuance of this Order is necessary for the Foreign Representatives to obtain relevant information that will likely serve to (1) preserve the *status quo* of the Debtor's estate, and (2) assist the Foreign Representatives in preventing further dissipation of the Debtor's interest(s) in the Miami Property, including the proceeds of the sale of such property.

¹ Terms not defined herein shall have the same meaning ascribed to them in the Motion for Provisional Relief.

F. Given there are no opposing parties and the provisional relief requested is narrowly tailored in scope and duration, any threatened injury to the Debtor's estate outweighs whatever damage the requested relief may cause an opposing party.

Accordingly, it is **ORDERED** and **ADJUDGED**:

1. The Motion for Provisional Relief is **GRANTED**.
2. The Foreign Representatives are authorized to conduct the Proposed Discovery under Federal Rule of Bankruptcy Procedure 2004 and Local Rule 2004-1 to obtain information relating to the Mast Capital Transaction.
3. This Order shall remain in effect pending the hearing on Foreign Representatives' *Motion for Order Granting Recognition of Foreign Main Proceeding Pursuant to §§ 1515 and 1517 of the Bankruptcy Code and for Related Relief* (the "Recognition Motion").
4. The Court shall retain jurisdiction with respect to the enforcement, amendment, or modification of this Order and any request by any person or entity for relief from the provisions of this Order.

###

Submitted by:

Fernando J. Menendez, Jr., Esq.
Gregory S. Grossman, Esq.
SEQUOR LAW, P.A.
Attorneys for Foreign Representatives
1111 Brickell Avenue, Suite 1250
Miami, Florida 33131
Phone: (305) 372-8282
Facsimile: (305) 372-8202
E-mail: fmenendez@sequorlaw.com
E-mail: ggrossman@sequorlaw.com

Copies furnished to:

Fernando J. Menendez, Jr. is hereby directed to serve a copy of this Order on all parties entitled to service thereof and to file a certificate of service immediately thereafter.