



IT IS ORDERED as set forth below:

Date: January 25, 2013

A handwritten signature in black ink that reads "James R. Sacca".

James R. Sacca
U.S. Bankruptcy Court Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA

In re
Jova/Daniels/Busby Incorporated,

Debtor.

Case No. 13-50728-jrs
Chapter 7

**STIPULATION AND ORDER PERMITTING THE TRUSTEE TO
ABANDON CERTAIN ESTATE PROPERTY PURSUANT TO
11 U.S.C. § 554 AND GRANTING RELIEF FROM
THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362**

This Stipulation and Order Permitting the Trustee to Abandon Certain Estate Property Pursuant to 11 U.S.C. § 554 and Granting Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362 (“Stipulation”) is made as of January 16, 2013 among Jova/Daniels/Busby Incorporated (“Debtor”), Phillips Lytle LLP (“Phillips Lytle”), and S. Gregory Hays, the Chapter 7 Trustee (“Trustee,” together with Debtor and Phillips Lytle, the “Parties”).

RECITALS

A. On January 14, 2013 (“Petition Date”), the Debtor filed a petition for relief under Chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (“Court”).

B. Phillips Lytle and the Debtor are parties to a Standard Form of Agreement between Owner and Architect (AIA Document B101-2007) dated as of September 7, 2010 (“Contract”).

C. Pursuant to the Contract, the Debtor agreed to provide certain architecture and design services to Phillips Lytle in connection with, among other things, the renovation and improvement of certain property commonly known as the Donovan Building in Buffalo, New York (the “Project”). The Project involves an “adaptive reuse” of an eight-story existing building with Phillips Lytle as the anchor tenant. The exterior refit of the building is nearing completion, and the permitting and construction of approximately 85,000 square feet of interior space for Phillips Lytle is about to commence. The Debtor has been actively involved, and an architect is needed to continue the project.

D. Pursuant to Exhibit C, Section D, of the Contract, Phillips Lytle is permitted to “terminate [the Contract] upon five days written notice without regard to any fault or failure to perform by any party.”

E. Prior to the Petition Date, in accordance with the terms of the Contract, Phillips Lytle paid to the Debtor the aggregate amount of (i) \$248,625 for services rendered or procured by the Debtor under the Contract and (ii) \$123,003 for a third party technology specialist engaged by the Debtor for the benefit of Phillips Lytle pursuant to an Amendment to the Professional Services Agreement (collectively, “Prepetition Payments”).

F. Phillips Lytle has advised the Trustee that the Prepetition Payments satisfy all of Phillips Lytle’s outstanding obligations to the Debtor under the Contract based on advice it received from the Debtor. The Trustee has informed Phillips Lytle that \$4,675 is due as a

December 2012 invoice. Each of Phillips Lytle and the Trustee have reserved their rights in this regard.

G. Phillips Lytle has further advised the Trustee that it is crucial that Phillips Lytle be permitted to terminate the Contract and retain a new architect in order to timely proceed with the Project. Phillips Lytle's current lease in the HSBC Center expires in December 2013, and the Donovan Building space must be completed in November 2013 to permit Phillips Lytle sufficient time to relocate.

H. In light of the foregoing, the Parties have agreed that (i) the Contract is of inconsequential value and benefit to the Debtor's estate and should be abandoned by the Trustee pursuant to Section 554(a) of the Bankruptcy Code; (ii) Phillips Lytle should be granted relief from the automatic stay pursuant to Section 362 of the Bankruptcy Code to terminate the Contract in accordance with its terms; (iii) Federal Rule of Bankruptcy Procedure ("Rule") 4001(a)(3) staying an order granting a motion for relief from the automatic stay should be waived; and (iv) this Stipulation is fair and reasonable and should be approved by this Court.

NOW, THEREFORE, the Parties agree and stipulate, which Stipulation, when approved by this Court, shall constitute a binding Order, as follows:

1. The Recitals above are incorporated as if fully set forth herein.
2. The Contract is abandoned in its entirety pursuant to Section 544(a) of the Bankruptcy Code as being of inconsequential value and benefit to the Debtor's estate.
3. Phillips Lytle is granted relief from the automatic stay pursuant to Section 362 of the Bankruptcy Code to terminate the Contract in accordance with its terms.
4. The Trustee shall cooperate with reasonable requests of Phillips Lytle for information in connection with the Project, including, without limitation, all drawings, specifications, electronic files and other records with respect to work completed by the Debtor under the Contract as of the Petition Date. If the information is not readily available, Phillips

Lytle will compensate the Estate for any reasonable costs incurred in complying with this request or pay former employees of the Debtor to retrieve the information from the Debtor's computers.

5. Nothing set forth in the Stipulation shall constitute a waiver of the Trustee's right to verify that the Prepetition Payments fully satisfy all of Phillips Lytle's obligations to the Debtor under the Contract.

6. Rule 4001(a)(3) staying an order granting a motion for relief from the automatic stay is hereby waived.

7. The terms of this Stipulation shall be binding upon Phillips Lytle, the Debtor, the Trustee and each of their respective successors and assigns.

8. The Parties waive any right to a hearing on the Stipulation, and the Stipulation represents a fully informed and voluntary agreement of the Parties.

9. The Stipulation shall be deemed to have been jointly drafted by the Parties, and in construing and interpreting the Stipulation, no provision shall be construed and interpreted for or against any of the Parties because such provision or any other provision of the Stipulation, or the Stipulation as a whole, was purportedly prepared or requested by such party.

10. The Stipulation may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

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END OF DOCUMENT

Stipulated and Agreed to as of January 16, 2013 by:

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By: /s/ William J. Brown

William J. Brown

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