

Property: DG1143
Case No.: 8:19-bk-1390-MGW

Online Auction Ends: Oct. 29 at 11 am ET

BIDDER INFORMATION (Please complete all information):

Bidder Name:	
Entity Name:	
Address:	
City/State/Zip	
Phone:	Fax:
Email Address:	

Online Registration is not complete until we have received your signed Registration Form **and** Bidding Deposit. The Bidding Deposit must be in the form of a wire transfer or a cashier's check made payable to **Tranzon Driggers Escrow Account** in the amount of **\$10,000.00**. Wire instructions provided upon request. ACH transfers are not accepted.

This Registration Form and Bidding Deposit must be received no later than **5 pm ET, Oct. 28, 2019**. The form may be submitted: by mail to Tranzon Driggers, 101 E. Silver Springs Blvd., Ste. 304, Ocala, FL 34470, by email to soldnow@tranzon.com, or by fax to 352-369-9295.

Bidder Acknowledges: (Please initial each line)

1. _____ I have read and agree to the Terms & Conditions as set forth herein.
2. _____ I take full responsibility for inspection of the property and all improvements I will bid upon.
3. _____ I am in receipt of the Property Information Package, accept full responsibility for due diligence, and agree to the terms and conditions of the auction.
4. _____ I understand that the property is being sold "as is, where is, and with all faults," without covenant or warranty, expressed or implied.
5. _____ I have reviewed the Real Property Sales Disclosure for the property and all attachments thereto and agree to sign the Real Property Sales Disclosure using electronic signature.
6. _____ I have read the Agreement for Purchase and Sale of Real Property (hereinafter called "Contract") (copy attached to this form) and agree to sign the Contract using electronic signature and submit the deposit as set forth in the terms of the sale and/or Contract.
7. _____ I agree to provide proof of funds to complete the transaction if requested by debtor.
8. _____ I understand that if I am determined to be the high bidder and fail to submit the signed Contract and deposit I will forfeit my Bidding Deposit without further documentation.
9. _____ I understand that if I am determined to be the back-up bidder I will execute a back-up contract using electronic signature reflecting my bid and my Bidding Deposit will be held subject to the closing of the highest and best bid.

10. ____ I will not hold Tranzon Driggers responsible for technical problems that interrupt communications, including, but not limited to, dropped mobile connections, interrupted internet connections, or any other technical problem that may arise.
11. ____ I understand that the seller may cancel the auction, or may accept offers prior to the auction that could lead to cancellation of the auction. I understand that cancellation could occur at any time prior to the announcement of a sale, or in the case of an auction without reserve, prior to the acceptance of bids.
12. ____ I understand that, in the event I am the high bidder, if I fail to close by the designated closing date, my deposit(s) will be forfeited, pursuant to the Contract.
13. ____ I understand that if I am not the high bidder or back-up bidder in this auction, my Bidding Deposit will be returned by certified, signature required mail or wire transfer to the originating account within five business days of sale approval by the court. If I am the back-up bidder my Bidding Deposit will be returned within five business days of the high bidder closing on the property.
14. ____ I understand that if I am the high bidder, my Bidding Deposit will be transferred to the escrow/closing agent identified in the Contract, as the initial deposit to be held in accordance with the terms of the Contract.
15. ____ I understand that the sale is subject to bankruptcy court approval.

I have read, understand, agree and accept the above Terms and Conditions as well as the terms and conditions of the auction. I agree that my submission of bids online further acknowledges my acceptance of these Terms and Conditions and of the terms and conditions of the auction.

Signature of Bidder

Date

Printed Name of Bidder

For bidding deposits sent via wire transfer only

Complete the originating wire return information below to ensure prompt return of your Bidding Deposit in the event you are not the high bidder or back-up bidder. Failing to provide this information will result in delayed return of your Bidding Deposit. Outgoing wires will not be initiated until we have verified the recipient's wire instructions by phone.

Entity Name:	
Address (Associated with the Account):	
City/State/Zip	
Bank Name:	
Account #:	Routing#:

Office use only:

Date Registration Form Rec'd ____/____/____ Date Bidding Deposit Rec'd ____/____/____

Amount: \$ _____ Rec'd by: _____ Approved to bid: Yes No

Approved Event: _____ Bidder #: _____

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this “Agreement”) is made this ____ day of _____, 2019 (the “Effective Date”), by and between Larry Carr & Associates, Inc., a Florida corporation (“Seller” or “Debtor”), and _____ (“Purchaser”), for the purchase and sale of the Hillsborough County, Florida real property more particularly described on Exhibit “A” attached hereto (the “Real Property”), upon the conditions and terms as follows:

RECITALS:

WHEREAS, on February 21, 2019 (the “Petition Date”), Seller commenced a voluntary case for reorganization under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”), in in the United States Bankruptcy Court, Middle District of Florida, Tampa Division (the “Bankruptcy Court”), which case was assigned Case Number .8:19-bk-1390-MGW (the “Bankruptcy Case”);

WHEREAS, since the Petition Date, Seller has been in possession of its assets and in control of its business operations as a debtor in possession pursuant to the applicable provisions of the Bankruptcy Code;

WHEREAS, on August 21, 2019, Seller filed in the Bankruptcy Case its Plan of Liquidation of Larry Carr & Associates, Inc. Under Chapter 11 of Title 11, United States Code (Doc. No. 47) (the “Plan”);

WHEREAS, on October 2, 2019, the Debtor filed in the Bankruptcy Case its Motion for Entry of an Order (I) Approving Bid Procedures, (II) Approving Form and Manner of Notice and (III) Scheduling Confirmation Hearing After Auction (Doc. No. 63) (the “Bid Procedures Motion”) which set forth the proposed bidding procedures (the “Bid Procedures”) with regard to the Auction (as defined herein);

WHEREAS, on October 16, 2019, the Bankruptcy Court granted the Bid Procedures Motion and approved the Bid Procedures and entered its Order Approving Debtor’s Motion for Entry of an Order (I) Approving Bid Procedures, (II) Approving Form and Manner of Notice and (III) Scheduling Confirmation Hearing After Auction (Doc. No. 63) (the “Bid Procedures Order”);

WHEREAS, at the Auction, and in accordance with the Bid Procedures, Purchaser was the “highest and best bidder” for the Real Property;

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Real Property on the terms and conditions set forth in this Agreement and in

accordance with §§ 105 and 363 and other applicable provisions of the Bankruptcy Code (the “Sale”);

WHEREAS, Bankruptcy Court approval is required to consummate the Sale; and

WHEREAS, the Real Property is to be purchased by Purchaser pursuant to an order of the Bankruptcy Court approving the Sale (the “Approval Order”) pursuant to the Plan and applicable provisions of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and intending to be legally bound hereby:

ARTICLE I DEFINITIONS; RULES OF CONSTRUCTION

Section 1.1 Definitions. For purposes of this Agreement, the following terms (which appear in this Agreement as capitalized terms) shall have the meanings set forth below:

“Auction” shall mean that certain online auction conducted on October 29, 2019, by Soldnow, LLC d/b/a Tranzon Driggers (the “Broker”) with regard to the Real Property and in accordance with the Bid Procedures.

“Bid Deposit” shall mean the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) previously paid by Purchaser to the Broker prior to the Auction as part of the Purchaser’s Bid Package (as defined in the Bid Procedures Order) and which amount is held in trust by Broker and shall be remitted to the Title Agent prior to the Closing and which shall be deemed to be a portion of the Deposit.

“Business Day” shall mean any day other than a Saturday, a Sunday, or a day on which commercial banks in Tampa, Florida are authorized or required to close by law.

“Buyer’s Premium” shall mean the amount equal to twelve percent (12%) of the Purchase Price (or _____ and ___/100 Dollars (\$_____.___)) and which shall be paid by the Purchaser to the Broker at the Closing in accordance with the Bid Procedures and which amount shall be reflected on the Closing Statement as a Closing Cost of the Purchaser.

“Claim” shall mean any and all manner of actions, cause and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, controversies, Damages, judgments, executions, losses, expenses, claims, and demands

“Closing” shall mean the events which take place on the Closing Date for the purpose of consummating the transactions contemplated by this Agreement.

“Closing Date” shall mean the date which is the later of (i) thirty (30) days after the Auction, or (ii) ten (10) days from the date that the Approval Order becomes a Final Order, unless otherwise agreed to by the Parties provided that all of the Conditions Precedent to Closing as specified in Article VIII herein have been satisfied or waived by the appropriate Party.

“Damages” shall mean any and all losses, Liabilities, obligations, costs, expenses, damages or judgments of any kind or nature whatsoever (including, but not limited to, reasonable attorneys’, accountants’, and experts’ fees, disbursements, and other costs and expenses actually incurred).

“Deposit Balance” shall mean an amount equal to the sum of _____ and ___/100 Dollars (\$____.____).

“Final Order” shall mean an order, judgment, ruling or other decree (or any revision, modification or amendment thereto) issued and entered by the Bankruptcy Court or by any state or other federal court as may have jurisdiction over any proceeding in connection with the Bankruptcy Case for the purpose of such proceeding, which order, judgment, ruling or other decree has not been reversed, vacated, stayed, modified, supplemented or amended and as to which (i) no appeal, petition for review, reargument, rehearing, reconsideration or certiorari has been taken and is pending and the time for the filing of any such appeal, petition for review, reargument, rehearing, reconsideration or certiorari has expired, or (ii) such appeal or petition has been heard and dismissed or resolved and the time to further appeal or petition has expired with no further appeal or petition pending.

“Governmental Authority” shall mean any and all, federal, state or local governments, governmental institutions, public authorities and governmental entities of any nature whatsoever, and any subdivisions or instrumentalities thereof, including, but not limited to, departments, boards, bureaus, commissions, agencies, courts, administrations and panels, and any divisions or instrumentalities thereof, whether permanent or ad hoc and whether now or hereafter constituted or existing.

“Governmental Requirement” shall mean any and all laws (including, but not limited to, applicable common law principles), statutes, ordinances, codes, rules, regulations, interpretations, guidelines, directions, orders, judgments, writs, injunctions, decrees, decisions or similar items or pronouncements, promulgated, issued, passed or set forth by any Governmental Authority.

“Law” shall mean any decree, injunction, judgment, order, ruling, assessment or writ or any constitutional provision, statute or other law, rule, regulation, ordinance or interpretation of any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

“Liability” shall mean any liability, indebtedness, obligation, expense, claim, loss, damage, deficiency, guaranty or endorsement of or by any Person, whether accrued or unaccrued, absolute or contingent, direct or indirect, matured or unmatured, determined or determinable, known or unknown, due or to become due, liquidated or unliquidated.

“Party” shall mean, individually, Purchaser or Seller, and “Parties” means the Purchaser and Seller together.

“Person” shall mean any natural person, corporation, division of a corporation, partnership, limited liability company, trust, joint venture, association, company, estate, unincorporated organization or government or any agency or political subdivision thereof.

“Proceeding” shall mean any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

“Tax” and “Taxes” shall mean any and all income, sales, property, license, excise, franchise or other taxes and all other charges or fees imposed or collected by any Governmental Authority or pursuant to any Governmental Requirement, and shall also include any and all penalties, interest, deficiencies, assessments and other charges with respect thereto.

“Title Agent” shall mean the office of Frank Charles Miranda P.A., 3226 W. Cypress Street, Tampa, Florida 33607.

“Transfer Taxes” shall mean any and all sales, use, real property transfer, recording, documentary, stamp, registration, or other transfer Taxes payable by reason of the transfer and conveyance of the Real Property to the Purchaser hereunder to the extent due and owing.

Section 1.2 Construction.

For purposes of this Agreement:

(a) Whenever the context requires, the singular number will include the plural, and vice versa, the masculine gender will include the feminine and neuter genders, the feminine gender will include the masculine and neuter genders, and the neuter gender will include masculine and feminine genders.

(b) The words “include” and “including,” and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words “without limitation.”

(c) Except as otherwise indicated, all references in this Agreement to “Schedules,” “Sections,” “Articles” and “Exhibits” are intended to refer to Schedules, Sections, Articles and Exhibits to this Agreement.

(d) The terms “hereof,” “hereunder,” “herein” and words of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement.

ARTICLE II PURCHASE AND SALE OF REAL PROPERTY

Section 2.1 Purchase of the Real Property. Upon the terms and subject to the conditions set forth herein and in the Approval Order, at Closing, Seller shall sell, transfer, assign, convey, and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, the Real Property, including all of Seller’s rights, title and interest in and to the Real Property, in “AS IS” physical condition, “where is” and with “all faults” and free and clear of all liens, claims, and encumbrances except for the Permitted Encumbrances (as defined in section 4.3 (a) of this Agreement).

Section 2.2 Assumption of Liabilities. Purchaser shall assume the payment and performance of the following liabilities and obligations of Seller:

- (a) the Closing Costs at the Closing;
- (b) any and all applicable county (including, without limitation, ad valorem and non-ad valorem taxes and special assessments), municipal or local taxes, whether or not due and owing as of the date of Closing, and associated with the Real Property; and
- (c) amounts due and owing to Brookshire Professional Park Owners Association, Inc. pursuant to the Declaration of Covenants, Conditions and Restrictions of Brookshire Professional Park recorded in Official Records Book 11508, Page 1495, of the public records of Hillsborough County, Florida.

ARTICLE III PURCHASE PRICE

Section 3.1 Purchase Price. In consideration of and in full payment for the purchase of the Real Property and subject to the provisions of this Agreement, Purchaser shall pay to Seller the sum of _____ and ___/100 Dollars (\$_____.__) (the “Purchase Price”);

Section 3.2 Payment of Purchase Price. Purchaser shall pay the Purchase Price to Seller as follows:

- (a) Within one (1) Business Day of the Effective Date, the Purchaser shall pay the amount equal to the Deposit Balance (together with the Bid Deposit, collectively, the

“Deposit”), by wire transfer of immediately available funds to the account of the Title Agent to be held in escrow pending the Closing. The Deposit shall be non-refundable, except as may be otherwise provided herein; and

(b) At Closing, Purchaser shall pay to Seller an amount equal to (a) the Purchase Price less (b) the Deposit, subject to any adjustments as provided for herein and in the Closing Statement, by wire transfer of good and immediately available funds to the account of the Title Agent for disbursement to Seller at the Closing. Notwithstanding anything contained to the contrary herein, payment by Purchaser of the Purchase Price, entry of the Approval Order in the Bankruptcy Case, the Approval Order becoming a Final Order, and delivery to Seller of those certain items set forth in Section 4.4 herein below shall be a condition precedent to Seller’s obligation to close.

Section 3.3 No Financing. There is no financing contingency necessary to the consummation of the Sale on the part of Purchaser.

Section 3.4 Closing Statement.

(a) Seller shall prepare and shall deliver to Purchaser not less than five (5) Business Days prior to the Closing Date a closing statement (the “Closing Statement”) related to the Sale.

(b) Purchaser agrees that, other than as provided herein or in the Closing Statement, there shall be no Purchase Price adjustments.

(c) Purchaser shall be responsible for payment of the Buyer’s Premium, which amount shall be reflected on the Closing Statement.

(d) Purchaser shall be solely responsible for any and all closing costs, including, without limitation, any and all costs associated with issuance of a title insurance policy, any applicable federal, state, county, municipal or local taxes, Transfer Taxes, recording costs, and as well as any other closing costs required at settlement or to consummate the Sale (collectively, the “Closing Costs”).

Section 3.5 Further Assurances. Purchaser and Seller each shall execute and deliver or cause to be executed and delivered to the other, at Closing and both pre-Closing and postClosing, such further instruments, documents, and conveyances in a form satisfactory to each of Purchaser’s and Seller’s respective counsel, and shall take such other action as may be reasonably necessary to more effectively carry out the terms and provisions of this Agreement.

ARTICLE IV CLOSING

Section 4.1 Closing. The Closing shall take place at the office of the Title Agent, at 10:00 a.m. local time on the Closing Date or such other time and place as Purchase and Seller may mutually agree. The Closing shall be deemed to occur at 12:01 a.m. Eastern Standard Time, on the Closing Date.

Section 4.2 Bankruptcy Court Approval. The Sale is subject to Bankruptcy Court approval and is to be consummated in accordance with the Bid Procedures and the Approval Order.

Section 4.3 Actions of Seller at Closing. At the Closing and unless otherwise waived in writing by Purchaser, Seller shall deliver the following:

- (a) A properly executed special warranty deed in recordable form dated as of the Closing Date (collectively, the “Deed”), conveying to Purchaser or Purchaser’s designee good and marketable title to the Real Property in fee simple, free and clear of any lien, claim and encumbrance, subject only to the following matters of public record (the “Permitted Encumbrances”) i) matters of zoning and use regulations; ii) easements, use restrictions and covenants; iii) the general lien provided by law to secure payment of ad valorem taxes; and iv) any other matters as may be set forth on Schedule B-II to that certain American Land Title Association Commitment for Title Insurance issued by Old Republic National Title Insurance Company through the Title Agent and specifically identified as File No. 19113130 GH dated effective as of September 24, 2019 at 8:00 a.m., which shall be updated through and including the Closing Date.
- (b) The Approval Order, which shall be a Final Order, and shall release all liens (other than the Permitted Encumbrances) encumbering the Real Property;
- (c) A non-foreign affidavit dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to § 1145 of the Code stating that Seller is not a “foreign person” as defined in § 1145 of the Code;
- (d) The Closing Statement;
- (e) Customary title affidavits and such other reasonable documents in form acceptable to Seller and reasonably required by the Title Agent to permit the issuance in favor of Purchaser of an owner’s policy of title insurance insuring title as to the Real Property, subject to the Permitted Encumbrances; and
- (f) Such other instruments and documents as the Purchaser or the Title Agent reasonably deems necessary to effect the transactions contemplated hereby, which Purchaser will make its best efforts to provide to Seller no later than five (5) Business Days prior to Closing.

4.4 Actions of Purchaser at Closing. At the Closing and unless otherwise waived in writing by Seller, Purchaser shall deliver the following:

- (a) The Purchase Price less the Deposit, subject to any adjustments as provided for herein or in the Closing Statement, via wire transfer of immediately available funds to the account of the Seller's counsel;
- (b) The Buyer's Premium and the Closing Costs as set forth on the Closing Statement;
- (c) The Closing Statement, duly executed by Purchaser; and
- (d) Such other instruments and documents as Seller or Title Agent reasonably deems necessary to effect the transactions contemplated hereby, which Seller will make its best efforts to provide to five (5) Business Days prior to Closing.

Section 4.5 Section 1146(a) Exemption. The transfer of the Real Property, as contemplated by this Agreement, shall be accomplished pursuant to and in contemplation of the Plan. As a result thereof, pursuant to § 1146(a) of the Bankruptcy Code, the transfer of the Real Property hereunder is not subject to Transfer Taxes. The parties agree to include a provision in all instruments transferring title to the Real Property which restates the exemption provided by § 1146(a) of the Bankruptcy Code.

ARTICLE V SELLER'S REPRESENTATIONS AND WARRANTIES

Except as expressly set forth herein, the Real Property is sold as is without representation or warranty of any kind except as expressly stated herein. Seller hereby represents and warrants to Purchaser as follows, in each case as of the date of this Agreement and of the Closing Date:

Section 5.1 Authorization; Enforceability. Seller has good and marketable title to the Real Property and subject to the entry of the Approval Order, Seller has all requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Seller. This Agreement has been duly executed and delivered by Seller and, subject to the entry of the Approval Order, constitutes the valid and binding legal obligation of Seller enforceable in accordance with its terms and conditions.

Section 5.2 Brokers. Other than the Broker and any party which may be affiliated with Purchaser and may be entitled to a portion of the Buyer's Premium, no person or entity is entitled to any brokerage or finder's fee or commission or other like payment in connection with

the transaction contemplated hereby, based on agreements, understandings or arrangements with the Seller or with any of the Seller's shareholders or employees.

Section 5.3 No Other Representations or Warranties. Purchaser acknowledges that Seller is a debtor in possession in the Bankruptcy Case and that, except as expressly set forth herein, Seller has not made any warranties or representations concerning the Real Property or any component thereof, including, without limitation, the operation of or the costs or results of the operation thereof; the condition of the Real Property or any improvements thereto; the zoning or other land use restrictions affecting the Real Property; the compliance of the Real Property or any part thereof with any governmental requirement; the use or existence or prior use or existence of hazardous material on the Real Property; or the accuracy or completeness of any statement or other matter previously disclosed to Purchaser. Purchaser represents that it is purchasing the Real Property in an "AS-IS, WHERE-IS" condition, Purchaser having made (or having had the opportunity to make prior to the date of this Agreement) its own inspection and examination of the Real Property and all components thereof. **EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES GIVEN TO PURCHASER IN CONNECTION WITH THE SALE OF THE REAL PROPERTY. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, HABITABILITY, AND FITNESS THAT MAY BE DUE FROM SELLER TO PURCHASER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THIS SECTION SHALL SURVIVE THE CLOSING.**

ARTICLE VI PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser hereby represents and warrants to Seller as follows, in each case as of the date of this Agreement and as of the Closing Date:

Section 6.1 Corporate Organization; Good Standing; Power. To the extent that it is a corporate organization, Purchaser is duly organized, validly existing and in good standing under the laws of the State of Florida, and has all requisite power and authority, corporate or otherwise, to own or lease its properties and to carry on its business as it is now being conducted.

Section 6.2 Authorization; Enforceability. Purchaser has all requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Purchaser and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser and constitutes the valid and binding legal obligation of Purchaser enforceable in accordance with its terms and conditions.

Section 6.3 Conflicts with Other Agreements. Neither the execution and/or the delivery of this Agreement nor the consummation of the Sale and other transactions contemplated hereunder will conflict with or result in a breach of, any of the terms and conditions or provisions of any law or any regulation, order, writ, injunction, or decree of any court of competent jurisdiction or governmental instrumentality or the Purchaser's corporate and governing documents, or of any agreement or other instrument to which Purchaser is bound.

Section 6.4 Brokers. Other than the Broker and any party which may be affiliated with Purchaser and may be entitled to a portion of the Buyer's Premium, no person or entity is entitled to any brokerage or finder's fee or commission or other like payment in connection with the transaction contemplated hereby, based on agreements, understandings or arrangements with the Purchaser or with any of the Purchaser's shareholders or employees.

Section 6.5 Approval Order. Anything to the contrary contained herein notwithstanding, Purchaser acknowledges that: (a) Seller is a debtor in possession in the Bankruptcy Case and (b) all of Seller's obligations contained herein are subject to Bankruptcy Court approval, the entry of the Approval Order and the Approval Order becoming a Final Order.

Section 6.6 No Litigation. There is no litigation presently pending against Purchaser, or to the Purchaser's knowledge, threatened against Purchaser the effect of which would prevent Purchaser from consummating the transactions contemplated by this Agreement.

Section 6.7 No Financing. There is no financing contingency necessary to the consummation of the Sale on the part of Purchaser.

ARTICLE VII COVENANTS

Section 7.1 Inspection of Real Property. Purchaser, its agents, employees, representatives and independent contractors, have inspected or caused to be inspected fully and completely the Real Property. Purchaser hereby acknowledges that said inspections have been solely in connection with the transaction contemplated by this Agreement and for no other purpose whatsoever. Purchaser represents and warrants that the information, and all other information of Seller received by it and/or its agents, employees, representatives, and/or independent contractors are confidential and proprietary to Seller and have not been disclosed to any third parties (other than agents, employees, representatives, and/or independent contractors of Purchaser in connection with this transaction).

Section 7.2 Cooperation on Seeking Entry of Approval Order. Purchaser agrees to cooperate with and assist Seller in seeking entry of the Approval Order in the Bankruptcy Case by the Bankruptcy Court, including attending all hearings on any motion of Seller in the Bankruptcy Case seeking entry of the Approval Order and making its representatives available to testify in connection therewith.

Section 7.3 Condemnation or Casualty. If prior to the Closing Date, the Real Property (or any portion thereof) is damaged or destroyed by fire or casualty, or if any part of the Real Property is subject to any eminent domain notice or proceeding by any Governmental Authority, then Purchaser shall have the option exercisable by notice given to Seller, to either (a) terminate this Agreement, whereupon all obligations of the parties hereto shall cease, and the Deposit shall be refunded to Purchaser; or (b) proceed with the purchase of the Real Property, and in such case, Seller shall pay over or assign to Purchaser all amounts received or due from, and all claims against, any insurance company or Governmental Authority as a result of such destruction or taking.

ARTICLE VIII CONDITIONS PRECEDENT TO CLOSING

Section 8.1 Conditions Precedent to the Obligations of Seller and Purchaser. The respective obligations of Purchaser, on the one hand, and Seller, on the other hand, to close under this Agreement shall be subject to the satisfaction at or prior to the Closing Date of the following conditions:

- (a) Approval Order. The Bankruptcy Court shall have entered the Approval Order, which shall approve this Agreement and authorize Seller to consummate the transactions contemplated hereby, and the Approval Order shall be a Final Order.
- (b) No Injunction. No preliminary or permanent injunction or other order issued by, and no proceeding or order by or before, any Governmental Authority nor any law or order promulgated or enacted by any Governmental Authority shall be in effect or pending which materially delays, restrains, enjoins or otherwise prohibits or seeks to restrain, enjoin or otherwise prohibit this Agreement or the transactions contemplated hereby.

Section 8.2 Conditions Precedent to Obligations of Purchaser. Purchaser shall not be obligated to consummate the transactions contemplated hereunder unless the following conditions are performed to the satisfaction of Purchaser by Closing:

- (a) The representations and warranties of Seller set forth herein shall be true and correct in each case on and as of the Closing as if made on the Closing Date.
- (b) All the covenants contained in this Agreement to be performed or complied with by Seller on or before the Closing will have been performed or complied with in all material respects.

(c) No suit, Claim, cause of action, arbitration, investigation or other proceeding contesting, challenging or seeking to alter or enjoin or adversely affect the sale and purchase of the Real Property, or any other transaction contemplated hereby, will be pending or threatened.

Section 8.3 Conditions Precedent to Obligations of Seller. Seller shall not be obligated to consummate the transactions contemplated hereunder unless the following conditions are performed to the satisfaction of Seller prior to or at Closing:

(a) The representations and warranties of Purchaser set forth herein will be true and correct in each case on and as of the Closing as if made on the Closing Date.

(b) All the covenants contained in this Agreement to be performed or complied with by Purchaser on or before the Closing will have been performed or complied with in all material respects.

(c) No Governmental Authority will have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, injunction, judgment, decree or other order (whether temporary, preliminary or permanent) which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting the consummation of such transactions.

(d) No suit, Claim, cause of action, arbitration, investigation or other proceeding contesting, challenging or seeking to alter or enjoin or adversely affect the sale and purchase of the Real Property, or any other transaction contemplated hereby, will be pending or threatened.

ARTICLE IX TERMINATION AND WAIVER

Section 9.1 Termination. Notwithstanding anything contained herein to the contrary, this Agreement may be terminated: (a) on or prior to the Closing Date by mutual consent of Purchaser and Seller, in which event the Deposit shall be repaid to Purchaser; (b) by Purchaser if by the Closing Date, any of the conditions specified in Article VIII of this Agreement to Purchaser's obligation to close has not been satisfied and shall not have been waived by Purchaser, in which event the Deposit shall be repaid to Purchaser; or (c) by Seller if by the Closing Date, any of the conditions specified in Article VIII of this Agreement to Seller's obligation to close has not been satisfied and shall not have been waived by Seller, in which event the Deposit shall be retained by Seller. Termination of this Agreement by a Party shall not preclude the terminating Party from seeking remedies related to the breach of a representation, warranty or covenant contained in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Deposit shall only be repayable or refundable to Purchaser if (i)

the Approval Order is not entered in the Bankruptcy Case; or (ii) if the Agreement is terminated pursuant to (a) or (b) above.

Section 9.2 Waiver of Conditions by Purchaser. Purchaser may at its sole option elect to waive in writing any condition precedent to Closing set forth in Article VIII which has not been satisfied at Closing and proceed to effect Closing, in which event Seller shall not be liable to Purchaser with respect to the failure of such waived condition.

Section 9.3 Waiver of Conditions by Seller. Seller may at its sole option elect to waive in writing any condition precedent to Closing set forth in Article VIII which has not been satisfied at Closing and proceed to effect Closing, in which event Purchaser shall not be liable to Seller with respect to the failure of such waived condition.

**ARTICLE X
GENERAL PROVISIONS**

Section 10.1 Notices. Any notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by United States mail, first-class, registered or certified, return receipt requested, postage prepaid, to the following addresses:

If to Seller:

Larry Carr & Associates, Inc.
c/o Michael J. Hooi, Esquire
Stichter, Riedel, Blain & Postler, P.A.
110 East Madison Street
Suite 200
Tampa, Florida 33602

If to Purchaser:

or to such other address as either party may specify in writing to the other from time to time.

Section 10.2 Expenses. Each party shall be required to pay its own costs, fees and expenses in connection with the transaction contemplated hereby, including expenses of its counsel and accountants and due diligence fees, even in the event that the transactions which are the subject matter hereof are not consummated for any reason whatsoever. If any party brings an action or proceeding to enforce or declare its rights under the terms of this Agreement, the prevailing party in such proceeding shall be entitled to attorneys' fees and costs, including, without limitation, fees on appeal, whether or not such action or proceeding is pursued to decision or judgment.

Section 10.3 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to any presumption or other rule of law regarding construction thereof or construing the same against the party causing this Agreement to be drafted.

Section 10.4 Exclusive Jurisdiction. Without limiting any party's right to appeal any order of the Bankruptcy Court, (a) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (b) any and all claims, actions, causes of action, suits and proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 10.1 hereof. The Parties hereby consent to the jurisdiction of the Bankruptcy Court for any action or proceeding arising from or relating to this Agreement.

Section 10.5 Successors And Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, provided, however, that this Agreement is not assignable by either Party without the prior written consent of the other Party thereto.

Section 10.6 Further Assurances. At any time from time to time after the Closing, upon reasonable request of the other, each Party shall do, execute, acknowledge and deliver such further acts, assignments, transfers, conveyances and assurances as may be reasonably required for the more complete consummation of the transactions contemplated herein.

Section 10.7 Captions. The captions used herein are for convenience and reference only and shall not be deemed to modify or construe any of the provisions herein.

Section 10.8 Severability. In the event any term or provision of this Agreement, or the application thereof, to any extent is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is held invalid, illegal or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 10.9 Time. Time is of the essence in the performance of the obligations of the Parties hereunder.

Section 10.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 10.11 Preparation of Agreement. The Parties hereby acknowledge that they have been adequately represented and advised by legal counsel with respect to this Agreement and the transactions contemplated hereby, and no presumption shall be made that any provision of this Agreement shall be construed against either Party by reason of such role in the drafting of this Agreement and any other agreement contemplated hereby.

Section 10.12 Entire Agreement; Amendment; Waiver. This Agreement contains the entire agreement and understanding by and between Purchaser and Seller with respect to the matters contained herein, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by each of the Parties hereto. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or will be deemed a valid waiver of such provision at any other time.

Section 10.13 Required Statement. Section 404.056(5), Florida Statutes, requires that the following statement be included in this Agreement:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

SELLER

Larry Carr & Associates, Inc.
a Florida corporation

By: _____
Print Name: _____
Its: _____

PURCHASER

By: _____
Print Name: _____
Its: _____

SAMPLE

EXHIBIT “A”

The Real Property

SAMPLE

A PARCEL OF LAND LYING IN THE NE ¼ OF SECTION 28, TOWNSHIP 27 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 13, BLOCK 1 OF CYPRESS MEADOWS UNIT ONE, AS RECORDED IN PLAT BOOK 72, PAGE 58 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE N 01°00'04" W, ALONG THE EAST LINE OF SAID BOCK 1, A DISTANCE OF 20.36 FEET; THENCE N 88°59'56" E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. THENCE N 01°00'04" W, A DISTANCE OF 83.33 FEET; THENCE N 88°59'56" E, A DISTANCE OF 48 FEET; THENCE S 01°00'04" E, A DISTANCE OF 8.83 FEET; THENCE N 88°59'56" E, A DISTANCE OF 3.67 FEET; THENCE S 01°00'04" E, A DISTANCE OF 12.33 FEET; THENCE S 88°59'56" W, A DISTANCE OF 3.67 FEET; THENCE S 01°00'04" E, A DISTANCE OF 17.50 FEET; THENCE N 88°59'56" E, A DISTANCE OF 1.67 FEET; THENCE S 01°00'04" E, A DISTANCE OF 6.00 FEET; THENCE N 88°59'56" E, A DISTANCE OF 2.00 FEET; THENCE S 01°0'04" E, A DISTANCE OF 12.33 FEET; THENCE S 88°59'56" W, A DISTANCE OF 2.00 FEET; THENCE S 01°00'04" E, A DISTANCE OF 6.00 FEET THENCE S 88°59'56" W, A DISTANCE OF 1.67 FEET; THENCE S 01°00'04" E, A DISTANCE OF 20.33 FEET; THENCE S 88°59'56" W, A DISTANCE OF 48.00 FEET TO THE POINT OF BEGINNING.