

CONTRACT TO PURCHASE
Date: _March 13, 2009

RANDY KINCAID REALTY Phone (863) 666-1977,
3809 E CR 542, Lakeland, FL 33801

RECEIVED FROM: _____ (Herein referred to as Buyer)

Buyer address: _____

Seller:
Buy The Bay Investments Inc
% Lyndon Creager, Debtor In Possession
11916 SHADOW RUN BLVD,
RIVERVIEW, FL 33569-6316

The sum of Twenty Thousand Dollars as a deposit of earnest money evidencing good faith in an offer to purchase the following described real estate situated in the County of Hillsborough, State of Florida to Wit: Pine Haven Mobile Home Park, 2424 33rd St SE, Ruskin, FL 33570 Property ID#U-22-32-19-1US-000000-00580.0 being further described as LOT 580 LESS RDS RUSKIN COLONY FARMS 1ST EXTENSION

Bid amount\$ _____

10% buyers premium..... _____

On line bidding fee(2% of bid amount not to exceed \$5500)..... _____

TOTAL PURCHASE PRICE of said property is\$ _____

Earnest money Deposit. (Payable to North American Title Escrow)
..... \$ 20,000

Additional Earnest money within 10 days of bankruptcy court approval\$ 20,000

Balance due at Closing.....\$ _____

At the closing of this transaction the Seller shall have issued by a reputable Title Insurance company, a commitment for title insurance agreeing to insure title to said property, and upon closing, the Seller shall purchase a title insurance policy on the real property covered hereunder in the amount of the full purchase price, after all necessary instruments are filed of record. In the event the title shall be proven to be uninsurable, the Sellers shall have a period of thirty (30) days within which to cure defects in title, and this sale shall be closed within ten (10) days after notice of such curing to the Buyers or his attorney. Upon Sellers' failure to correct uninsurability within the time limit, the earnest money deposit shall be returned to the Buyers upon demand, and all rights and liabilities arising hereunder shall terminate. Subject to the aforesaid curative period, this sale shall be closed within 30 days of final bankruptcy court approval not to exceed a period of 90 days from the date of contract.

If title commitment, survey, or any necessary closing documentation is not available on the closing date, then Sellers may, at his option, extend the closing date up to (30) days.

Sellers agree to convey title to the aforesaid property to the Buyers by Trustees Deed, free and clear of all encumbrances or liens except easements, restrictions, and reservations of record.

Seller shall place the required documentary stamps on the deed. The Buyers shall properly execute any required notes and mortgages and place the required stamps thereon and pay intangible tax.

All adjustments of taxes, and rents on the said property are to be made on a pro rata basis as of the date of closing. Any uncollected rents on the day of closing belong to the buyer.

The Sellers agree to pay broker's commission, based on the listing agreement, at the time of closing this transaction. If the Buyers fails to perform this contract within the time herein specified, time being

of the essence of this agreement, the deposit made by the Buyers shall be forfeited as liquidated damages, and the amount of the deposit shall be divided equally between the Agent and the Seller, after paying out of such deposit any expense of the transaction incurred by either; provided however, that the amount received or retained by the Agent shall not exceed the full amount of said commission, any excess to be paid the Sellers. Failure or refusal by Seller or Buyer to execute deed required hereunder shall be deemed default on the part of such Seller or Buyer.

The words "Agent", "Buyers", and "Sellers", herein employed shall include their heirs, administrators, executors and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine and neuter gender, and the singular and plural number, wherever the context so admits or requires.

This instrument shall become effective as a contract when signed by the Agent, Buyers, and Sellers. If not signed by all parties on or before **March 21, 2010** any moneys deposited shall be refunded and this instrument shall be void. Signature by facsimile shall be binding and acceptable.

No agreements, unless incorporated in this contract, shall be binding upon the Agent, Buyers, or Sellers.

Upon the signing of this contract the Buyers state they have personally inspected this property, or it has been inspected by their personal representative with Power of Attorney to act in their behalf.

This contract may be assigned, however, the original contracting party shall remain liable for any and all obligations herein through the closing of this transaction.

This contract is intended as a legally binding contract. If not fully understood, seek competent advice prior to signing.

Litigation: Venue for litigation will be Federal Bankruptcy Court, Tampa Division, Tampa, FL.

Condition of Property - Both parties agree that the property is being sold "as is" with regard to the condition of the property.

This contract and all provisions are subject to final approval and order by the US Bankruptcy Court.

ABOVE OFFER CONFIRMED:
_____, 2010

ACCEPTED AND APPROVED THIS ____ day of

X _____

Buyer:

Seller:

RANDY KINCAID REALTY
(Agent Representing Seller)

By: _____