

**CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION**

In re:

FOCUS III, INC.,

Case No. 10-008018

Assignor,

Division: G

To

LARRY S. HYMAN

Assignee.

**ORDER ON NOTICE OF AND MOTION TO AUTHORIZE
THE SALE OF CERTAIN ASSETS; NOTICE CONCERNING
ESTABLISHMENT OF BIDDING AND SALE PROCEDURES;
AND NOTICE OF HEARING ON ANY TIMELY FILED OBJECTIONS**

THIS CASE came on for consideration upon the Notice of and Motion to Authorize the Sale of Certain Assets; Notice Concerning Establishment of Bidding and Sale Procedures; and Notice of Hearing on any Timely Filed Objections and Exhibit A attached thereto detailing the terms of the proposed sale (the "Motion")¹.

The Court finds that notice of the Motion to the creditors and parties in interest was appropriate and sufficient. The Court further finds that the Motion provided that the last day to object to the sale was September 20, 2010, and no written objections to the Motion were filed. The Court takes notice that the Motion provides that if there were no timely objections, the Assignee may complete the sales contemplated by the Motion without further notice or hearing. The Assets may be sold immediately in accordance with the Motion to which there has been no objections.

¹ Unless otherwise indicated, capitalized terms used in this Order shall have the meaning ascribed to such terms in the Motion.

The Court having reviewed the pleadings, considered that no objections to the relief sought by the Motion have been filed, and being fully advised of the record finds that the Motion is well taken and shall be approved. Accordingly, it is;

ORDERED, ADJUDGED AND DECREED that:

1. The Motion is granted as set forth herein.
2. The offer for the Assets by the respective Purchaser outlined in the Motion is approved as the highest and best offer for the Assets.
3. The sale of the Assets to the Purchaser, as set forth on the Term Sheet attached as Exhibit A to the Motion, is approved.
4. The Assignee is authorized to execute any documents necessary to carry out the terms of this Order.
5. The sale of the Assets is "Where Is" and "As Is" and no representations or warranties have been given.
6. Inasmuch as no objections to the Motion have been timely filed and pursuant to this Order, all claims of any kind whatsoever against Assignor shall only be paid pursuant to the provisions of Chapter 727 of the Florida Statutes. Accordingly, the Purchaser shall acquire the Assets of Assignor free and clear of any interests or claims against Assignor, except for the security interests of USAmeriBank against the Assets. The Purchaser shall assume Assignor's obligations to USAmeriBank and shall further assume responsibility for any unpaid tangible personal property taxes that may be due and owing on the Assets.
7. Subject to §727.114 of the Florida Statutes, and except for the interests of USAmeriBank as noted above, the claims of any secured creditors against the assets

being sold shall attach to the sale proceeds to the same extent, validity and priority as exists on the assets prior to the filing of this Assignment.

8. In the event the Sale is not consummated within 60 days of the date of this Order, unless otherwise extended by the Assignee with the consent of USAmeriBank, this Order shall be deemed to be vacated and the Assets shall remain the property of the Assignee subject to existing liens.

DONE AND ORDERED at Hillsborough County, Florida _____.

ORIGINAL SIGNED

MARTHA J. COOK
CIRCUIT COURT JUDGE

SEP 23 2000
MARTHA J. COOK
CIRCUIT JUDGE

Copies to:

Susan Heath Sharp, Esq.
Stichter, Riedel, Blain & Prosser, P.A.
110 Madison Street – Suite 200
Tampa, Florida 33602

Larry S. Hyman, Assignee
PO Box 18614
Tampa, Florida 33679

(for service on all parties listed on the Matrix. Upon service to such parties, a representative of the Assignee will file with the Court an affidavit of service.)

EXHIBIT "A"

TERM SHEET

SELLER: Larry Hyman, Assignee for the Benefit of Creditors of Assignor Focus III, Inc.
("Assignee")

BUYER: Focus Direct, LLC

ASSETS TO BE PURCHASED:

All assets used in connection with the business of Focus III, Inc. (the "Assignor"), including but not limited to, furniture, machinery, equipment, fixtures, personal property, company names, company trademarks, intellectual property, rights to telephone and facsimile numbers, URLs, television productions, receivables, goodwill, tangible and intangible personal property, customer lists, trade names, business records, supplies, and all other personal property used in Assignor's business.

PURCHASE PRICE: \$141,866.77

\$ 4,866.77	-	Held by Assignee
\$ 20,000.00	-	Cash to Estate
\$ 95,000.00	-	Assumption of USAmeriBank's loan, secured by all assets Cash to be paid to USAmeriBank on its secured claim
\$ 2,000.00	-	(approximation—subject to change based on per diem interest)
<u>\$ 20,000.00</u>	-	Purchase of CD to be used as additional collateral for loan
\$141,866.77	-	Total

FINANCING CONTINGENCY:

Approval of assumption of balance of Assignor's loan from USAmeriBank or new financing of same.

ERNEST MONEY DEPOSIT: \$4,866.77

OTHER:

Sale to be approved by Court and will be free and clear of all liens, claims and encumbrances, except with regard to the lien and interests of USAmeriBank.

Sale to be subject to higher and better bids. Competing bidders must use same bidding template and match deposit.