## **ORIGINAL**

College Colleg IN THE CIRCUIT COURT FOR THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, **FLORIDA** 

In Re:

GENERAL JURISDICTION DIVISION

NTERA, INC., a Florida corporation, CASE NO.: 06-025317 CA 20

Assignor,

010000

To:

KENNETH A. WELT,

Assignee.
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ORDER GRANTING ASSIGNEE'S MOTION FOR ENTRY OF ORDER		
(I) AUTHORIZING AND SCHEDULING A PUBLIC AUCTION FOR THE	CMD	
SALE OF FURNITURE AND TELECOMMUNICATIONS EQUIPMENT FREE AN	D <sub>MP</sub> —	·
CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES; (II) APPROVING SALE	COM	
PROCEDURES; (III) APPROVING RETENTION TERMS OF AUCTIONEER	CTR _	
(IV) APPROVING THE FORM AND MANNER OF NOTICE OF THE AUCTION; AND (V) SCHEDULING HEARING TO CONSIDER APPROVAL OF THE SALE	ECR _	·
	GCL _	
THIS MATTER came before the Court on February 27, 2007 at 8:30 a.m. (the "Sale	OPC _	
Hearing") upon the Motion for Entry of Order Granting Assignee's Motion For Entry Of Order	rRCA _	-
(I) Authorizing and Scheduling a Public Auction For The Sale of Furniture and	SCR _	
	SGA _	
Telecommunications Equipment Free and Clear of Liens, Claims and Encumbrances;	SEC _	
(II) Approving Sale Procedures; (III) Approving Retention Terms of Auctioneer (IV) Approvin	OTH/\C	nnye
the Form and Manner of Notice of the Auction; and (V) Scheduling Hearing to Consider		
Approval of the Sale (the "Sale Motion") filed by Kenneth A. Welt, Assignee (the "Assignee"]	)	
for the Benefit of Creditors of Ntera, Inc. (the "Assignor"). The Sale Motion seeks approval or	f	

DOCUMENT NUMBER - DATE

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the auction sale of furniture described by Exhibit "A" to the Sale Motion (the "Furniture") and miscellaneous telecom equipment (the "Equipment") previously located at various of the Assignor's locations (the Equipment and the Furniture is collectively referred to as the "Assets"), free and clear of all liens, claims and encumbrances, with all such valid liens, claims and encumbrances to attach to the proceeds of the sale. On February 23, 2007, APCC Services, Inc. served its Response and Limited Objection to the Sale Motion upon the Assignee (the "APCC Objection"). With the exception of the APCC Motion, no other objection to the Sale Motion was timely filed or served on the Assignee.

The Court finds the Assignee provided proper, timely, adequate and sufficient notice of the Sale Motion to all parties in interest in accordance with Fla. Stat. chapter 727. Aside from service of this Order, no other or further notice of the Sale Motion and Sale Hearing is required. A reasonable opportunity to object or be heard with respect to the Sale Motion and Supplement and the relief requested therein has been afforded to all interested persons and entities. Cole Development Holphics Coll. Aban Janjan and Claim of owner this the furnitive to the Furnitive to the Sale Motion and the APCC Objection, hearing arguments of the course and being advised of a resolution with respect to the APCC Objection, and being otherwise duly advised in the premises, it is hereby:

## **ORDERED** and **ADJUDGED** as follows:

- 1. The Sale Motion is **GRANTED**, subject to the terms and conditions set forth herein;
- 2. Except as otherwise provided herein, the APCC Objection is OVERRULED;
- 3. The Court hereby approves and authorizes the sale of the Assignee's right, title and interest in all of the Assets more fully described in the Sale Motion according to the auction

procedures described by the Sale Motion without further order of the Court, subject to the terms and conditions set forth herein.

- 4. Assignee is hereby authorized and directed to sell the Assets at a public auction to take place at 1020 N.W. 163 Drive; North Miami, Florida 33169 on Tuesday, February 27, 2007 at 11:00 a.m.
  - 5. The Assignee's retention of Stampler Auctions, Inc. ("Stampler") is APPROVED.
- 6. Stampler is entitled to receive a buyer's premium (a fee paid entirely by the successful bidder) equal to 10% of the gross selling price realized from the auction sale. All commissions earned by Stampler shall be paid by the successful bidder. In no event is the Assignee or the assignment estate liable for commissions due to the auctioneers.
- 7. Subject to the Court's approval after notice and a hearing on the issue of reasonableness, the Assignee agrees to reimburse Stampler for its actual and necessary out of pocket expenses (which include travel and marketing) associated with the auction sale. The auction expenses are estimated at \$4,500.
- 8. The Sale(s) shall be free and clear of claims, liens and encumbrances, with any valid claims, liens or encumbrances attaching to the proceeds of the sale(s). The Sale(s) will be "AS IS, WHERE IS" with all faults and all physical latent or patent defects which such Assets may contain. The Assets are being sold without any warranties, representations or guarantees, either express or implied, of any kind, nature of type whatsoever from or on behalf of the Assignee.
- 9. The Assignee shall deposit the net proceeds from the sale of the Assets into an interest bearing account and may not disburse the proceeds without further order of this Court.

10. The Court maintains jurisdiction over this matter, including the assets that are the subject of the Sale, to enforce the terms of the Sale and this Order.

**DONE and ORDERED** in Miami-Dade County, Florida this 27 day of February, 2007.

David C. Miller

Circuit Court Julie 27 200

David C. Miller Circuit Court Judge

Copies to:

Steven J. Solomon, Esq.

(Mr. Solomon will serve a copy of this Order upon receipt to all counsel of record and parties in interest)