

Exhibit Cover Sheet

Party submitting: Debtor Ex. # 2

Admitted: Yes or No (circle one)

Debtor: Ingersoll Financial, LLC

Case No.: 17-bk-7077-KSJ

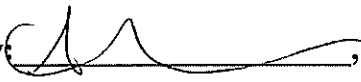
Adv. No.: _____

Nature of Hearing/Docket No:

Sale MOTIONS

**United States Bankruptcy Court
Middle District of Florida**

Dated Nov. 14, 2018.

By: , Deputy Clerk
Lexie Lewis

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.fmb.uscourts.gov

In re:

Case No. 6:17-bk-07077-KSJ
Chapter 11

Ingersoll Financial Group, LLC

Debtor.

**DECLARATION OF LEE KEARNEY RE: PURCHASE OF
REAL PROPERTY FREE AND CLEAR OF LIENS AN ENCUMBRANCES PURSUANT
TO THIS COURT'S ORDER (DOC. 200)**

I, LEE KEARNEY, declare:

1. I am a representative and asset manager of SPA 2 LLC, the prospective buyer (the "Buyer") of the Auction Properties through the Auction conducted by the Debtor pursuant to this Court's order (Doc. No. 200) from the Debtor, Ingersoll Financial LLC. (the "Estate") under the terms of the Sale Agreement attached hereto as Exhibit "A". I make this declaration in support of the Debtor's motion to sell the Auction Properties free and clear of liens and encumbrances (Doc. No 177) ("Sale Motion"). I am more than 21 years of age, have authority to make this declaration and, except as otherwise indicated, I have personal knowledge of each of the following facts, to which I could testify competently if called as a witness in the above-entitled Court.
2. The Buyer seeks to purchase the Action Properties listed on Exhibit "A" attached hereto. The Auction Properties are subject to liens and encumbrances listed on the Exhibit. I submit this Declaration in anticipation of the Buyer being declared by the Court to be the successful purchaser for the Auction Properties at the hearing scheduled for November 14, 2018 at 2018 at 2:45 p.m. and my representations are intended to apply through and including the Sale hearing.
3. Neither the Buyer nor I have any prior relationship with the Debtor, with the principal of

the Debtor Keith Ingersoll or with any other actual or potential bidders for the Auction Properties, or their respective agents, employees, or attorneys.

4. Neither myself nor any person acting on behalf of the Buyer, has any agreement or understanding with the Debtor, the Debtor's principal or any other actual or potential bidders, or their respective agents, representatives, or attorneys, regarding participation in the Sale of the Auction Properties or the manner of participation in the Sale, other than as set forth in the Sale Agreement.

5. I have no intent, and am unaware of any intent by the Buyer or any other person or entity, to collude with any actual or potential bidders, or the Debtor, or their respective agents or employees, regarding the Sale of the Auction Properties, or of any attempt by me or any other person or entity to take any unfair advantage of any kind in the Sale of the Auction Properties.

6. In connection with the Sale of the Auction Properties, no consideration is contemplated to be transferred or has been transferred by me or on the Buyer's behalf to any person other than the Debtor in accordance with the terms of the Sale Agreement, or any persons that may claim to have interest in any of the Real Property (such as the Debtor or the Debtor's principal).

7. I am unaware of any improper intended use of the purchase price to be paid by me to the Debtor for the Auction Properties under the terms of the Sale Agreement.

8. In my opinion, the Sale Agreement was negotiated by the Buyer and the Debtor, and the bids placed by the Buyer, in good faith and from arm's length bargaining positions.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 9th, 2018, at TAMPA, Florida.


Lee Kearney