UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): December 12, 2023

La Rosa Holdings Corp.

(Exact name of registrant as specified in its charter)

Nevada	001-41588	87-1641189
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1420 Celebration Blvd., 2nd Floor Celebration, Florida	34747
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(321) 250-1799**

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.0001 par value	LRHC	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company X

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

The disclosure contained in Item 2.01 of this Current Report is incorporated by reference herein.

Item 2.01 Completion of Acquisition or Disposition of Assets

La Rosa Realty CW Properties, LLC.

On December 12, 2023, La Rosa Holdings Corp., a Nevada corporation (the "Company"), completed its acquisition of 100% of the membership interests (the "Membership Interests") of La Rosa Realty CW Properties, LLC, a Florida limited liability company ("CWP"), a franchisee of the Company, pursuant to that certain membership interest purchase agreement, dated December 12, 2023, (the "CWP Purchase Agreement"), by and among the Company, CWP and the owner of 100% of the outstanding membership interests in CWP (the "CWP Selling Member").

The purchase price for the Membership Interests was $1,200,000, which was settled by the issuance of 714,286 unregistered shares of the Company's common stock to the CWP Selling Member. The number of shares was determined based on a price of $1.68 per share, which represents the closing price of the Company's common stock on December 11, 2023. The shares issued as consideration for the acquisition of the Membership Interests are referred to as the "CWP Purchase Shares".

Concurrently, on December 12, 2023, the CWP Selling Member entered into a lock-up/leak out agreement with the Company. Pursuant to this agreement, the CWP Selling Member is restricted from selling more than one-twelfth of the CWP Purchase Shares per calendar month during the one-year period commencing after the six-month holding period under Rule 144 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), subject to applicable securities laws.

The above summaries of the CWP Purchase Agreement and CWP Selling Member's leak-out agreement are provided for informational purposes only and are qualified in their entireties by reference to the actual agreements, copies of which are attached as Exhibit 10.1 and Exhibit 10.3, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

La Rosa Realty Premier, LLC.

On December 13, 2023, the Company completed its acquisition of 51% of the membership interests (the "Majority Interests") of La Rosa Realty Premier, LLC, a Florida limited liability company ("Premier"), a franchisee of the Company, pursuant to that certain membership interest purchase agreement, dated December 13, 2022, (the "Premier Purchase Agreement"), by and among the Company, Premier and the owner of 100% of the membership interest in Premier (the "Premier Selling Member").

The purchase price for the Majority Interests of Premier amount to $408,714.65, consisting of $15,000 in cash and 259,023 unregistered shares of the Company's common stock issued to the Premier Selling Member. The number of shares was determined based on a price of $1.52 per share, which represents the closing price of the Company's common stock on December 12, 2023. The shares issued as consideration for the acquisition of the Majority Interests of Premier are referred to as the "Premier Purchase Shares".

Concurrently, on December 13, 2023, the Premier Selling Member entered into a lock-up/leak out agreement with the Company pursuant to which the Premier Selling Member may not sell more than one-twelfth of the Premier Purchase Shares per calendar month during the one year period commencing after the six-month holding period under Rule 144 promulgated under the Securities Act, , subject to applicable securities laws.

The foregoing summaries of the Premier Purchase Agreement and the Premier Selling Member's leak-out agreement, are provided for informational purposes only and are qualified in their entireties by reference to such agreements, copies of which are filed as Exhibit 10.2 and Exhibit 10.3, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

As disclosed under Item 2.01 of this Form 8-K, on December 12, 2023, the Company issued 714,286 unregistered shares of the Company's common stock to the CWP Selling Member pursuant to the CWP Purchase Agreement. The Company issued the shares pursuant to the exemption from the registration requirements of the Securities Act available to the Company under Section 4(a)(2) promulgated under the Securities Act due to the fact that the issuance did not involve a public offering of securities.

As disclosed under Item 2.01 of this Form 8-K, on December 13, 2023, the Company issued 259,023 unregistered shares of the Company's common stock to the Premier Selling Member pursuant to the Premier Realty Purchase Agreement. The Company issued the shares pursuant to the exemption from the registration requirements of the Securities Act available to the Company under Section 4(a)(2) promulgated under the Securities Act due to the fact that the issuance did not involve a public offering of securities.

Item 7.01 Regulation FD Disclosure.

On December 15, 2023, the Company issued a press release announcing the closing of the Company's acquisition of 100% membership interest of CWP described in Item 2.01 of this Current Report on Form 8-K. The press release is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information furnished pursuant to this Item 7.01, including Exhibit 99.1 hereto, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities under that section, nor shall it be deemed to be incorporated by reference in any filing made by the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as otherwise expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are being filed herewith, unless otherwise indicated:

Exhibit No.	Description
10.1	Membership Interest Purchase Agreement dated as of December 12, 2023 by and among La Rosa Holdings Corp., La Rosa Realty CW Properties, LLC and the CWP Selling Member.
10.2	Membership Interest Purchase Agreement dated as of December 13, 2023 by and among La Rosa Holdings Corp., La Rosa Realty Premier, LLC and the Premier Selling Member.
10.3	Form of a Leak-Out Agreement
99.1	Press Release of the Company dated as of December 15, 2023.
104	Cover Page Interactive Data File (embedded with the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: December 18, 2023

LA ROSA HOLDINGS CORP.

By: */s/ Joseph La Rosa*
Name: Joseph La Rosa
Title: Chief Executive Officer

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (this "**Agreement**"), dated as of December 12, 2023 (the "**Effective Date**"), by and among **LA ROSA HOLDINGS CORP.**, a Nevada corporation (the "**Buyer**"), and **CARLOS G. BONILLA** (the "**Seller**"), and **LA ROSA REALTY CW PROPERTIES, LLC**, a Florida limited liability company located at 407 Wekiva Springs Rd., Ste 207, Longwood FL 32779 (the "**Company**," and together with the Buyer and Seller, the "**Parties**," and individually, the "**Party**")."

RECITALS

WHEREAS, the Company is a real estate brokerage duly licensed and registered in the state of Florida (the "**Business**");

WHEREAS, the Company and La Rosa Franchising LLC, a wholly-owned subsidiary of Buyer "(the "**LRF**"), entered into that certain Franchise Agreement (the "**Franchise Agreement**") pursuant to which the Company operates as a franchisee of LRF;

WHEREAS, the Seller, a duly licensed broker in the state of Florida, owns 100% the outstanding membership interests (the "**Membership Interests**") in the Company;

WHEREAS, the Seller desires to sell, and the Buyer wishes to purchase, the percentage of the Seller's Membership Interests listed on **Annex A** attached hereto (the "**Interests**"), to the Buyer, pursuant to the terms and conditions of this Agreement;

WHEREAS, the Seller and the Buyer entered into that certain Letter of Intent dated October 30, 2023 (the "**Letter of Intent**") to set forth the general terms and conditions for the proposed acquisition of the Interests by the Seller;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
PURCHASE AND SALE

Section 1.01 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing (as defined in Section 1.02), the Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of 'Seller's right, title, and interest in and to the Interests listed in **Schedule A** attached hereto, free and clear of any Encumbrances (as defined below), for the consideration listed on and pursuant to the terms listed on **Schedule A** attached hereto (the "**Transaction**"). For purposes of this Agreement, all of 'Seller's right, title, and interest in and to the Interests shall include, but is not limited to: (a) Seller's capital accounts in the Company; (b) Sellers' right to share in the profits and losses of the Company; (c) Seller's right to receive distributions from the Company; and (d) the exercise of all member rights, including the voting rights attributable to the Membership Interests. "**Encumbrance**" means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership. The aggregate purchase price for the Membership Interests is set forth on **Schedule A** attached hereto (the "**Purchase Price**").

Section 1.02 Closing. The consummation of the Transaction shall occur at a time and place agreed to by the Parties but in any case not later than May 1, 2024 (the "**Closing**"). The Parties agree that this Agreement shall automatically terminate if the Closing does not occur by the May 1, 2024 (the "**Drop Dead Date**").

Section 1.03 Closing Deliverables. On the date of the Closing, the Seller shall deliver to the Buyer:

a) A copy of an entry in the membership transfer ledger of the Company confirming the transfer of the Interests from the Seller to the Buyer;

b) The Operating Agreement, signed by the Seller, the Company and the Buyer, in a form a

c) The Leak-Out Agreement, signed by the Seller and the Buyer, in a form a copy of which is attached hereto as **Exhibit B**;

d) The Manager's Certificate, signed by the Seller, in the form reasonably acceptable to the Buyer; and

e) Documentation acceptable to the Buyer evidencing that the outstanding debt under that certain Loan Authorization Agreement between the Company and the U.S. Small Business Administration, dated June 5, 2020, as amended on July 31, 2021 (SBA Loan #8043687801) has been paid in full and extinguished ;

The Seller also undertakes to transfer to the Buyer all original books and records of the Company on the date of the Closing or immediately prior to that date.

Section 1.04 Taxes.

(a) Transfer Taxes. Seller shall pay, and shall reimburse Buyer for, any sales, use, or transfer taxes, documentary charges, recording fees, or similar taxes, charges, fees, or expenses, if any, that become due and payable as a result of the transactions contemplated by this Agreement.

(b) Withholding Taxes. Buyer and the Company shall be entitled to deduct and withhold from the Purchase Price all taxes that Buyer and the Company may be required to deduct and withhold under any provision of tax law. All such withheld amounts shall be treated as delivered to Seller hereunder.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.01 Seller and Company Representations. The Seller and the Company jointly and severally represent and warrant to the Buyer as follows:

(a) the Seller owns 100% of Membership Interests, and the Seller is the sole Manager of the Company;

(b) the Company is a limited liability company, duly organized, validly existing, and in good standing under the laws of the Florida.

(c) the Company is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;

(d) the Company and Seller have the full right, power, and authority to enter into this Agreement, and to perform their obligations hereunder;

(e) the execution and delivery of this Agreement by the Company and the Seller, the consummation of the Transaction contemplated hereby and the performance of the obligations pursuant to this Agreement will not violate, conflict with, require the consent under or result in any breach or default under (i) any of the Company organizational documents (including its articles of organization and limited liability company operating agreement, if any) or (ii) any applicable law; or (iii) the provisions of any material contract or agreement to which Company or Seller is a party or to which any of its material assets are bound (the "**Company Contracts**");

(f) there is no Action of any nature pending or, to Seller's knowledge, threatened against or by the Seller that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity;

(g) the Company and Seller is in compliance with all applicable laws and Company Contracts relating to this Agreement, and the operation of the Business;

(h) the Company and Seller have obtained all licenses, authorizations, approvals, consents, or permits required by applicable laws) to conduct its business generally and to perform its obligations under this Agreement;

(i) no broker or finder is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any ancillary document based upon arrangements made by or on behalf of Buyer;

(j) there are no claims pending or, to the Company's and the Seller's knowledge, threatened against the Company, before or by any governmental body or nongovernmental department, commission, board, bureau, agency or instrumentality or by any other person; there are no outstanding or unsatisfied judgments, orders, decrees or stipulations to which the Company is a party;

(k) all taxes due and owing to any governmental authority by the Company have been paid in full; there has not occurred, nor is there any reasonable probability of the occurrence in the future, of any event or events or any change in the financial condition, business, results of operations or prospects of the Company or otherwise that has (x) interfered with the normal and usual operations of the business or business prospects of the Company or (y) resulted, or could reasonably be expected to result, in a material adverse change in the business, assets, operations, prospects or condition (financial or otherwise) of the Company;

(l) all consents, approvals, releases and waivers from governmental authorities and other third parties required or necessary to consummate this Transaction, including but not limited to, the Florida Real Estate Commission, have been obtained as of the date hereof;

(m) The Seller acknowledges this Agreement and the consummation of the Transaction shall not relieve the Seller of its obligations incurred under the Franchise Agreement prior to the consummation of the Transaction. The Company acknowledges this Agreement and the consummation of the Transaction shall not relieve the Company of its obligations under the Franchise Agreement.

(n) Securities Laws.

(i) Investment Intent. The Seller is acquiring the shares of common stock of the Buyer included as part of the Purchase Price (the "**Buyer Shares**") solely for the Seller's own account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Buyer Shares. The undersigned understands that the Buyer Shares have not been registered under the Securities Act of 1933, as amended (the "**Securities Act'**), or any state securities laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the undersigned and of the other representations made by the Seller in this Agreement. The Seller understands that the Company is relying upon the representations and agreements contained in this Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.

(ii) Restricted Buyer Shares. The undersigned understands that the Buyer Shares are "restricted securities" under the Securities Act and the rules promulgated by the U.S. Securities and Exchange Commission (the "**Commission**") provide in substance that the undersigned may dispose of the Buyer Shares only pursuant to an effective registration statement under the Securities Act or an exemption from the registration requirements of the Securities Act, and the undersigned understands that the Company has no obligation or intention to register any of the Buyer Shares or the offering or sale thereof, or to take action so as to permit offers or sales pursuant to the Securities Act or an exemption from registration thereunder (including pursuant to Rule 144 thereunder).

(iii) Book-Entry. The Buyer Shares issued pursuant to this Agreement shall be held in book-entry form and recorded in the electronic records of the issuer or its designated transfer agent. The Buyer Shares issued in the book-entry form shall have a note in the book-entry system that that all such shares carry the restrictive legend described in Sectio 2.01(n)(iv) of this Agreement.

(iv) Legend on Share Certificates. The share certificates, if issued, evidencing the Buyer Shares shall bear a legend substantially similar to the following:

"THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT

FROM REGISTRATION, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT SUCH OTHER APPLICABLE LAWS."

Section 2.02 Buyer Representations and Warranties. The Buyer represents and warrants to the Company and Seller that:

(a) it is a corporation, duly organized, validly existing and in good standing under the laws of the Nevada;

(b) it is duly qualified to do business and is in good standing in the State of Florida and in every other jurisdiction in which such licensing and qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to have a material adversely effect on the business and operation of the Buyer (a "**Material Adverse Effect**");

(c) it has the full right, corporate power, and authority to enter into this Agreement and to perform its obligations hereunder, and the undersigned officer of the Buyer has the proper authority to executed and deliver this Agreement on behalf of the Buyer;

(d) it has obtained all material licenses, authorizations, approvals, consents, or permits required by applicable laws (including the rules and regulations of all authorities having jurisdiction over the operation of its business as it relates to this Agreement).

(e) there is no Action of any nature pending or, to Buyer's knowledge, threatened against or by the Buyer that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement that would result in a Material Adverse Effect on the business and operations of the Buyer;

(f) no broker or finder is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any ancillary document based upon arrangements made by or on behalf of Buyer.

Section 2.03 NO OTHER REPRESENTATIONS OR WARRANTIES; NON-RELIANCE. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS HEREIN, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF.

ARTICLE III
COVENANTS

Section 3.01 Conduct of Business of the Company; Transition Services. During the period commencing on the Effective Date and continuing until the date of the Closing, the Company and Seller agree that the Company, and Seller shall cause the Company, to carry on the Business only in the ordinary course and consistent with past practice. The Seller agrees that for the period of 90 days after the Closing, the Seller will make himself available to the Company and the Buyer to provide the Company and the Buyer with the consulting services to ensure that the transition of the Company to the Buyer does not interrupt the Company and Buyer's day-to-day business operations.

Section 3.02 Access to Properties and Records. The Company and Seller shall provide (or shall cause to be provided) to Buyer and Buyer's accountants, counsel, and other authorized advisors, with reasonable access, during business hours, to the Company's premises and properties and its books and records and will cause the Company's officers to furnish to Buyer and Buyer's authorized advisors such additional documents as Buyer shall from time to time reasonably request. All of such data and information shall be kept confidential by Buyer and the Company unless and until the transactions contemplated herein are consummated.

Section 3.03 Filings with Governmental Entities and the FREC. The Parties shall work together to ensure that the Transaction is consummated pursuant to the statutes and administrative code of the State of Florida and any rules and regulations promulgated by the Florida Real Estate Commission (the "**FREC**").

Section 3.04 Operating Agreement. In connection with this Agreement and the consummation of the Transaction contemplated hereby, the Parties agree to enter into an Operating Agreement, a copy of which is attached hereto as **Exhibit A,** effective as of the Closing.

Section 3.05 Franchise Agreement. The Company shall continue to fulfill the Seller's obligations under the Franchise Agreement.

Section 3.06 Leak-Out Agreement. In connection with this Agreement and the consummation of the Transaction contemplated hereby, the Parties agree to enter into a Leak-Out Agreement, a copy of which is attached hereto as **Exhibit B,** effective as of the Closing.

Section 3.07 Non-Competition. Seller agrees that he shall not, for three years after the date of closing and payment under the terms of this Agreement, directly or indirectly engage in, have any equity interest in, manage or provide services to, or operate any person, firm, corporation, partnership, or business (whether as a director, officer, employee, agent, representative, partner, security holder, lender, consultant, or otherwise) that engages in any business that directly or indirectly competes with any portion of the Company's business in the State of Florida. Notwithstanding the foregoing, Seller may work as a real estate agent for any other company and operate a franchise of the Buyer in Puerto Rico.

Section 3.08 Non-Solicitation. Seller agrees that he shall not, for three years after the date of Closing and payment under the terms of this Agreement, for any reason (the "**Restriction Period**"), directly or indirectly, recruit or otherwise solicit or induce any customer, client, vendor, or supplier of the Company of Buyer to (i) terminate or reduce its arrangement or business with the Company or with Buyer (ii) otherwise change its relationship with the Company or with Buyer. Seller shall not, at any time during the Restriction Period, directly or indirectly, either for Seller or for any other person or entity, (A) solicit any employee or independent contractor of the Company or Buyer to terminate their employment or arrangement with the Company or Buyer, or (B) employ any such individual during his or her employment or engagement with the Company or Buyer and for a period of three years after such individual terminates their employment or engagement with the Company or Buyer.

Section 3.09. Blue-Pencil. In the event that the terms of Section 3.07 or Section 3.08 are determined, by a court of competent jurisdiction, to be unenforceable by reason of its duration, geographical scope, breadth, or for any other respect, it shall be interpreted to extend only over the maximum period of time for which it may be enforceable, over the maximum geographical area as to which it may be enforceable, or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action.

Section 3.10 Acknowledgment by Seller. Seller represents that Seller has carefully read and considered the provisions of Section 3.07 and Section 3.08, and, having done

so, acknowledges and agrees that the restrictions set forth in Section 3.07 and Section 3.08 are fair and reasonable for the protection of the legitimate business interests of the Buyer, including its subsidiaries.

ARTICLE IV
TERMINATION

Section 4.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Buyer and Seller; or

(b) by the Buyer or Seller, if there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by any of the other Party ("**Defaulting Party**") pursuant to this Agreement and such breach, inaccuracy or failure has not been cured by the Defaulting Party before the earlier of (i) ten days after such Defaulting Party's receipt of written notice of such breach from the non-defaulting Party; or (ii) the Drop Dead Date; or immediately if such breach is incapable of being cured by the Defaulting Party.

Section 4.02 Effect of Termination. In the event of termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and there shall be no liability on the part of a Party except that nothing herein shall relieve any Party from liability for any willful breach of any provision of this Agreement.

Section 4.03 Survival. Notwithstanding the foregoing, Section 2.02(f), Section 3.07, Section 3.08, Section 3.09, Section 3.10, ARTICLE V, Section 6.03, Section 6.07, Section 6.16, Section 6.17 contained herein shall survive the termination of this Agreement.

ARTICLE V
INDEMNIFICATION

Section 5.01 Each Party agrees to indemnify the other Parties, their affiliates and their respective shareholders, members, directors, managers, officers, and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including reasonable attorneys' fees and disbursements (collectively, a "**Loss**"),

(a) arising from or relating to any inaccuracy in or breach of any of the representations or warranties of the indemnifying party contained in this Agreement or any document delivered in connection herewith: or

(b) any Loss arising from or relating to any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Sellers pursuant to this Agreement or any document delivered in connection herewith.

ARTICLE VI
MISCELLANEOUS

Section 6.01 Expenses. Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

Section 6.02 Further Assurances. Following the Closing, each of the Parties shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 6.03 Notices. Each Party to this Agreement shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this section). Each Party to this Agreement shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid.). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section..

If to the Buyer:	La Rosa Holdings Corp. 1420 Celebration Blvd., 2nd Floor Celebration, FL 34747 Attn: Joseph La Rosa, Chief Executive Officer T: (321) 2501799 E: joe@larosarealtycorp.com
with a copy to (*which shall not constitute notice*):	Sichenzia Ross Ference Carmel LLP 1185 Avenue of the Americas, 31st Floor New York, NY 10036 Attn: Ross D. Carmel, Esq. T: (212) 6580458 E: rcarmel@srfc.law
If to the Seller:	Carlos Bonilla 407 Wekiva Springs Rd suite 207R Longwood, FL 32779 T: 407-910-4639 E: groupbonilla@gmail.com

Section 6.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 6.05 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the Parties agree negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 6.06 Entire Agreement. This Agreement and the schedules and exhibits hereto to be delivered hereunder constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter, including but not limited to the Letter of Intent. In the event of any inconsistency between the terms and provisions in the body of this Agreement and those in the documents delivered in connection herewith, the schedules and exhibits, the terms and provisions in the body of this Agreement shall control.

Section 6.07 Attorneys' Fees. In the event that any Party institutes any legal suit, action, or proceeding, including arbitration, against the other Party to enforce the covenants contained in this Agreement arising out of or relating to this Agreement, the prevailing Party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

Section 6.08 Further Assurances. Each of the Parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 6.09 Public Announcements. Unless otherwise required by applicable law (based upon the reasonable advice of counsel), no Party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other Party, and the Parties shall cooperate as to the timing and contents of any such announcement.

Section 6.10 Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

Section 6.11 Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 6.12 Equitable Remedies. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 6.13 Assignment. Neither Party may assign any of its rights hereunder without the prior written consent of the other Party. No assignment shall relieve the assigning Party of any of its obligations hereunder.

Section 6.14 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Section 6.15 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 6.16 Governing Law. All matters relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

Section 6.17 Submission to Jurisdiction; Waiver of Jury Trial. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the City and County of the Buyer, and each Party irrevocably submits to the non-exclusive jurisdiction of such courts in any such suit, action, or proceeding.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT, THE ASSIGNMENT, OR THE ANCILLARY DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ASSIGNMENT, THE OTHER ANCILLARY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 6.18 Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; and (g) national or regional emergency (any a "**Force Majeure Event**"). The Party suffering a Force Majeure Event shall promptly give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

Section 6.19 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity. Each Party hereto: (a) agrees that it shall not oppose the granting of such specific performance or relief; and (b) hereby irrevocably waives any requirements for the security or posting of any bond in connection with such relief.

Section 6.20 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 6.21 Time of the Essence. Time shall be of the essence in this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective representatives thereunto duly authorized.

SELLER:

By: /s/ Carlos G. Bonilla *(Sign Here)*
Name: Carlos G. Bonilla

BUYER:

LA ROSA HOLDINGS CORP.

By: */s/ Joseph La Rosa (Sign Here)*
Name: Joseph La Rosa
Title: Chief Executive Officer

COMPANY:

LA ROSA REALTY CW PROPERTIES, LLC

By: /s/ Carlos G. Bonilla *(Sign Here)*
Name: Carlos G. Bonilla
Title: Manager

SCHEDULE A

Buyer:	La Rosa Holdings Corp.
Company:	La Rosa Realty CW Properties, LLC
Seller:	Carlos G. Bonilla
Percentage of Seller's Membership Interest in the Company being sold to the Buyer:	100%
Aggregate Purchase Price:	$1,200,000.00 worth of restricted common stock of the Buyer The number of shares of common stock to be issued to the Seller will be calculated by dividing the purchase price (dollar amount) by the closing price of the Company's common stock as of the date immediately preceding the date of the Closing

Exhibit A

Operating Agreement

Exhibit B

Leak-Out Agreement

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (this "**Agreement**"), dated as of December 13, 2023 (the "**Effective Date**"), by and among **LA ROSA HOLDINGS CORP.**, a Nevada corporation (the "**Buyer**"), and **ANDRES L. HEBRA** (the "**Seller**"), and **LA ROSA REALTY PREMIER, LLC**, a Florida limited liability company located at 626 North Alafaya Trail, Suite 207, Orlando, Florida 32828 (the "**Company**," and together with the Buyer and Seller, the "**Parties**," and individually, the "**Party**")."

RECITALS

WHEREAS, the Company is a real estate brokerage duly licensed and registered in the state of Florida (the "**Business**");

WHEREAS, the Company and La Rosa Franchising LLC, a wholly-owned subsidiary of Buyer (the "**LRF**"), entered into that certain Franchise Agreement (the "**Franchise Agreement**") pursuant to which the Company operates as a franchisee of LRF;

WHEREAS, the Seller, a duly licensed broker in the state of Florida, owns 100% the outstanding membership interests (the "**Membership Interests**") in the Company;

WHEREAS, the Seller desires to sell, and the Buyer wishes to purchase, the percentage of the Seller's Membership Interests listed on **Annex A** attached hereto (the "**Interests**"), to the Buyer, pursuant to the terms and conditions of this Agreement;

WHEREAS, the Seller and the Buyer entered into that certain Letter of Intent dated October 30, 2023 (the "**Letter of Intent**") to set forth the general terms and conditions for the proposed acquisition of the Interests by the Seller;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
PURCHASE AND SALE

Section 1.01 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing (as defined in Section 1.02), the Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title, and interest in and to the Interests listed in **Schedule A** attached hereto, free and clear of any Encumbrances (as defined below), for the consideration listed on and pursuant to the terms listed on **Schedule A** attached hereto (the "**Transaction**"). For purposes of this Agreement, all of Seller's right, title, and interest in and to the Interests shall include, but is not limited to: (a) Seller's capital accounts in the Company; (b) Sellers' right to share in the profits and losses of the Company; (c) Seller's right to receive distributions from the Company; and (d) the exercise of all member rights, including the voting rights attributable to the Membership Interests. "**Encumbrance**" means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership. The aggregate purchase price for the Membership Interests is set forth on **Schedule A** attached hereto (the "**Purchase Price**").

Section 1.02 Closing. The consummation of the Transaction shall occur at a time and place agreed to by the Parties but in any case not later than May 1, 2024 (the "**Closing**"). The Parties agree that this Agreement shall automatically terminate if the Closing does not occur by the May 1, 2024 (the "**Drop Dead Date**").

Section 1.03 Closing Deliverables. On the date of the Closing, the Seller shall deliver to the Buyer:

a) A copy of an entry in the membership transfer ledger of the Company confirming the transfer of the Interests from the Seller to the Buyer;

b) The Operating Agreement, signed by the Seller, the Company and the Buyer, in a form a copy of which is attached hereto as **Exhibit A;**

c) The Leak-Out Agreement, signed by the Seller and the Buyer, in a form a copy of which is attached hereto as **Exhibit B**;

d) The Manager's Certificate, signed by the Seller, in the form reasonably acceptable to the Buyer;

e) The Proxy Agreement, signed by the Seller, the Company and the Buyer, in a form, a copy of which is attached hereto as **Exhibit C** ;

f) The Employment Agreement, signed by the Seller and the Company, in a form a copy of which is attached hereto as **Exhibit D**; and

g) The Seller also undertakes to transfer to the Buyer all original books and records of the Company on the date of the Closing or immediately prior to that date.

Section 1.04 Taxes.

(a) Transfer Taxes. Seller shall pay, and shall reimburse Buyer for, any sales, use, or transfer taxes, documentary charges, recording fees, or similar taxes, charges, fees, or expenses, if any, that become due and payable as a result of the transactions contemplated by this Agreement.

(b) Withholding Taxes. Buyer and the Company shall be entitled to deduct and withhold from the Purchase Price all taxes that Buyer and the Company may be required to deduct and withhold under any provision of tax law. All such withheld amounts shall be treated as delivered to Seller hereunder.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.01 Seller and Company Representations. The Seller and the Company jointly and severally represent and warrant to the Buyer as follows:

(a) the Seller owns 100% of Membership Interests, and the Seller is the sole Manager of the Company;

(b) the Company is a limited liability company, duly organized, validly existing, and in good standing under the laws of the Florida.

(c) the Company is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;

(d) the Company and Seller have the full right, power, and authority to enter into this Agreement, and to perform their obligations hereunder;

(e) the execution and delivery of this Agreement by the Company and the Seller, the consummation of the Transaction contemplated hereby and the performance of the obligations pursuant to this Agreement will not violate, conflict with, require the consent under or result in any breach or default under (i) any of the Company organizational documents (including its articles of organization and limited liability company operating agreement, if any) or (ii) any applicable law; or (iii) the provisions of any material contract or agreement to which Company or Seller is a party or to which any of its material assets are bound (the "**Company Contracts**");

(f) there is no Action of any nature pending or, to Seller's knowledge, threatened against or by the Seller that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity;

(g) the Company and Seller is in compliance with all applicable laws and Company Contracts relating to this Agreement, and the operation of the Business;

(h) the Company and Seller have obtained all licenses, authorizations, approvals, consents, or permits required by applicable laws) to conduct its business generally and to perform its obligations under this Agreement;

(i) no broker or finder is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any ancillary document based upon arrangements made by or on behalf of Buyer;

(j) there are no claims pending or, to the Company's and the Seller's knowledge, threatened against the Company, before or by any governmental body or nongovernmental department, commission, board, bureau, agency or instrumentality or by any other person; there are no outstanding or unsatisfied judgments, orders, decrees or stipulations to which the Company is a party;

(k) all taxes due and owing to any governmental authority by the Company have been paid in full; there has not occurred, nor is there any reasonable probability of the occurrence in the future, of any event or events or any change in the financial condition, business, results of operations or prospects of the Company or otherwise that has (x) interfered with the normal and usual operations of the business or business prospects of the Company or (y) resulted, or could reasonably be expected to result, in a material adverse change in the business, assets, operations, prospects or condition (financial or otherwise) of the Company;

(l) all consents, approvals, releases and waivers from governmental authorities and other third parties required or necessary to consummate this Transaction, including but not limited to, the Florida Real Estate Commission, have been obtained as of the date hereof;

(m) The Seller acknowledges this Agreement and the Transaction shall not relieve the Seller of its obligations under the Franchise Agreement.

(n) Securities Laws.

(i) Investment Intent. The Seller is acquiring the shares of common stock of the Buyer included as part of the Purchase Price (the "**Buyer Shares**") solely for the Seller's own account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Buyer Shares. The undersigned understands that the Buyer Shares have not been registered under the Securities Act of 1933, as amended (the "**Securities Act'**), or any state securities laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the undersigned and of the other representations made by the Seller in this Agreement. The Seller understands that the Company is relying upon the representations and agreements contained in this Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.

(ii) Restricted Buyer Shares. The undersigned understands that the Buyer Shares are "restricted securities" under the Securities Act and the rules promulgated by the U.S. Securities and Exchange Commission (the "**Commission**") provide in substance that the undersigned may dispose of the Buyer Shares only pursuant to an effective registration statement under the Securities Act or an exemption from the registration requirements of the Securities Act, and the undersigned understands that the Company has no obligation or intention to register any of the Buyer Shares or the offering or sale thereof, or to take action so as to permit offers or sales pursuant to the Securities Act or an exemption from registration thereunder (including pursuant to Rule 144 thereunder).

(iii) Book-Entry. The Buyer Shares issued pursuant to this Agreement shall be held in book-entry form and recorded in the electronic records of the issuer or its designated transfer agent. The Buyer Shares issued in the book-entry form shall have a note in the book-entry system that that all such shares carry the restrictive legend described in Sectio 2.01(n)(iv) of this Agreement.

(iv) Legend on Share Certificates. The share certificates, if issued, evidencing the Buyer Shares shall bear a legend substantially similar to the following:

"THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT SUCH OTHER APPLICABLE LAWS."

Section 2.02 Buyer Representations and Warranties. The Buyer represents and warrants to the Company and Seller that:

(a) it is a corporation, duly organized, validly existing and in good standing under the laws of the Nevada;

(b) it is duly qualified to do business and is in good standing in the State of Florida and in every other jurisdiction in which such licensing and qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to have a material adversely effect on the business and operation of the Buyer (a "**Material Adverse Effect**");

(c) it has the full right, corporate power, and authority to enter into this Agreement and to perform its obligations hereunder, and the undersigned officer of the Buyer has the proper authority to executed and deliver this Agreement on behalf of the Buyer;

(d) it has obtained all material licenses, authorizations, approvals, consents, or permits required by applicable laws (including the rules and regulations of all authorities having jurisdiction over the operation of its business as it relates to this Agreement).

(e) there is no Action of any nature pending or, to Buyer's knowledge, threatened against or by the Buyer that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement that would result in a Material Adverse Effect on the business and operations of the Buyer;

(f) no broker or finder is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any ancillary document based upon arrangements made by or on behalf of Buyer.

Section 2.03 NO OTHER REPRESENTATIONS OR WARRANTIES; NON-RELIANCE. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS HEREIN, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF.

ARTICLE III
COVENANTS

Section 3.01 Conduct of Business of the Company; Transition Services. During the period commencing on the Effective Date and continuing until the date of the Closing, the Company and Seller agree that the Company, and Seller shall cause the Company, to carry on the Business only in the ordinary course and consistent with past practice. The Seller agrees that he will enter into the Employment Agreement with the Company, substantially in the form attached hereto as **Exhibit D**.

Section 3.02 Access to Properties and Records. The Company and Seller shall provide (or shall cause to be provided) to Buyer and Buyer's accountants, counsel, and other authorized advisors, with reasonable access, during business hours, to the Company's premises and properties and its books and records and will cause the Company's officers to furnish to Buyer and Buyer's authorized advisors such additional documents as Buyer shall from time to time reasonably request. All of such data and information shall be kept confidential by Buyer and the Company unless and until the transactions contemplated herein are consummated.

Section 3.03 Filings with Governmental Entities and the FREC. The Parties shall work together to ensure that the Transaction is consummated pursuant to the statutes and administrative code of the State of Florida and any rules and regulations promulgated by the Florida Real Estate Commission (the "**FREC**").

Section 3.04 Operating Agreement. In connection with this Agreement and the consummation of the Transaction contemplated hereby, the Parties agree to enter into an Operating Agreement, a copy of which is attached hereto as **Exhibit A**, effective as of the Closing.

Section 3.05 Franchise Agreement. The Company shall continue to fulfill the Seller's obligations under the Franchise Agreement.

Section 3.06 Leak-Out Agreement. In connection with this Agreement and the consummation of the Transaction contemplated hereby, the Parties agree to enter into a Leak-Out Agreement, a copy of which is attached hereto as **Exhibit B**, effective as of the Closing.

Section 3.07 Non-Competition. Seller agrees that he shall not, for three years after the date of closing and payment under the terms of this Agreement, directly or indirectly engage in, have any equity interest in, manage or provide services to, or operate any person, firm, corporation, partnership, or business (whether as a director, officer, employee, agent, representative, partner, security holder, lender, consultant, or otherwise) that engages in any business that directly or indirectly competes with any portion of the Company's business in the State of Florida. Notwithstanding the foregoing, Seller may work as a real estate agent for any other company.

Section 3.08 Non-Solicitation. Seller agrees that he shall not, for three years after the date of Closing and payment under the terms of this Agreement, for any reason (the "**Restriction Period**"), directly or indirectly, recruit or otherwise solicit or induce any customer, client, vendor, or supplier of the Company of Buyer to (i) terminate or reduce its arrangement or business with the Company or with Buyer (ii) otherwise change its relationship with the Company or with Buyer. Seller shall not, at any time during the Restriction Period, directly or indirectly, either for Seller or for any other person or entity, (A) solicit any employee or independent contractor of the Company or Buyer to terminate their employment or arrangement with the Company or Buyer, or (B) employ any such individual during his or her employment or engagement with the Company or Buyer and for a period of three years after such individual terminates their employment or engagement with the Company or Buyer.

Section 3.09. Blue-Pencil. In the event that the terms of Section 3.07 or Section 3.08 are determined, by a court of competent jurisdiction, to be unenforceable by reason of its duration, geographical scope, breadth, or for any other respect, it shall be interpreted to extend only over the maximum period of time for which it may be enforceable, over the maximum geographical area as to which it may be enforceable, or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action.

Section 3.10 Acknowledgment by Seller. Seller represents that Seller has carefully read and considered the provisions of Section 3.07 and Section 3.08, and, having done so, acknowledges and agrees that the restrictions set forth in Section 3.07 and Section 3.08 are fair and reasonable for the protection of the legitimate business interests of the Buyer, including its subsidiaries.

ARTICLE IV
TERMINATION

Section 4.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Buyer and Seller; or

(b) by the Buyer or Seller, if there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by any of the other Party ("**Defaulting Party**") pursuant to this Agreement and such breach, inaccuracy or failure has not been cured by the Defaulting Party before the earlier of (i) ten days after such Defaulting Party's receipt of written notice of such breach from the non-defaulting Party; or (ii) the Drop Dead Date; or immediately if such breach is incapable of being cured by the Defaulting Party.

Section 4.02 Effect of Termination. In the event of termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and there shall be no liability on the part of a Party except that nothing herein shall relieve any Party from liability for any willful breach of any provision of this Agreement.

Section 4.03 Survival. Notwithstanding the foregoing, Section 2.02(f), Section 3.07, Section 3.08, Section 3.09, Section 3.10, ARTICLE V, Section 6.03, Section 6.07, Section 6.16, Section 6.17 contained herein shall survive the termination of this Agreement.

ARTICLE V
INDEMNIFICATION

Section 5.01 Each Party agrees to indemnify the other Parties, their affiliates and their respective shareholders, members, directors, managers, officers, and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including reasonable attorneys' fees and disbursements (collectively, a "**Loss**"),

(a) arising from or relating to any inaccuracy in or breach of any of the representations or warranties of the indemnifying party contained in this Agreement or any document delivered in connection herewith: or

(b) any Loss arising from or relating to any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Sellers pursuant to this Agreement or any document delivered in connection herewith.

ARTICLE VI
MISCELLANEOUS

Section 6.01 Expenses. Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

Section 6.02 Further Assurances. Following the Closing, each of the Parties shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 6.03 Notices. Each Party to this Agreement shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this section). Each Party to this Agreement shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid.). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

If to the Buyer:	La Rosa Holdings Corp. 1420 Celebration Blvd., 2nd Floor Celebration, FL 34747 Attn: Joseph La Rosa, Chief Executive Officer T: (321) 250-1799 E: joe@larosarealtycorp.com
with a copy to (*which shall not constitute notice*):	Sichenzia Ross Ference Carmel LLP 1185 Avenue of the Americas, 31st Floor New York, NY 10036 Attn: Ross D. Carmel, Esq. T: (212) 658-0458 E: rcarmel@srfc.law
If to the Seller:	Andres L. Hebra 10337 Wittenberg Way Orlando FL 32832 T: 407-902-7591 E: andres.hebra@gmail.com

Section 6.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 6.05 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the Parties agree negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 6.06 Entire Agreement. This Agreement and the schedules and exhibits hereto to be delivered hereunder constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter, including but not limited to the Letter of Intent. In the event of any inconsistency between the terms and provisions in the body of this Agreement and those in the

documents delivered in connection herewith, the schedules and exhibits, the terms and provisions in the body of this Agreement shall control.

Section 6.07 Attorneys' Fees. In the event that any Party institutes any legal suit, action, or proceeding, including arbitration, against the other Party to enforce the covenants contained in this Agreement arising out of or relating to this Agreement, the prevailing Party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

Section 6.08 Further Assurances. Each of the Parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 6.09 Public Announcements. Unless otherwise required by applicable law (based upon the reasonable advice of counsel), no Party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other Party, and the Parties shall cooperate as to the timing and contents of any such announcement.

Section 6.10 Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

Section 6.11 Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 6.12 Equitable Remedies. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 6.13 Assignment. Neither Party may assign any of its rights hereunder without the prior written consent of the other Party. No assignment shall relieve the assigning Party of any of its obligations hereunder.

Section 6.14 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Section 6.15 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 6.16 Governing Law. All matters relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

Section 6.17 Submission to Jurisdiction; Waiver of Jury Trial. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the City and County of the Buyer, and each Party irrevocably submits to the non-exclusive jurisdiction of such courts in any such suit, action, or proceeding.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT, THE ASSIGNMENT, OR THE ANCILLARY DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ASSIGNMENT, THE OTHER ANCILLARY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 6.18 Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; and (g) national or regional emergency (any a "**Force Majeure Event**"). The Party suffering a Force Majeure Event shall promptly give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

Section 6.19 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity. Each Party hereto: (a) agrees that it shall not oppose the granting of such specific performance or relief; and (b) hereby irrevocably waives any requirements for the security or posting of any bond in connection with such relief.

Section 6.20 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 6.21 Time of the Essence. Time shall be of the essence in this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective representatives thereunto duly authorized.

SELLER:

By: */s/ Andres L. Hebra (Sign Here)*
Name: Andres L. Hebra

BUYER:

LA ROSA HOLDINGS CORP.

By: */s/ Joseph La Rosa (Sign Here)*
Name: Joseph La Rosa
Title: Chief Executive Officer

COMPANY:

LA ROSA REALTY PREMIER, LLC

By: */s/ Andres L. Hebra (Sign Here)*
Name: Andres L. Hebra
Title: Manager

SCHEDULE A

Buyer:	La Rosa Holdings Corp.
Company:	La Rosa Realty Premier, LLC
Seller:	Andres L. Hebra
Percentage of Seller's Membership Interest in the Company being sold to the Buyer:	51%
Aggregate Purchase Price:	$408,714.65, which includes $15,000 cash and $393,714.65 worth of restricted common stock of the Buyer The number of shares of common stock to be issued to the Seller will be calculated by dividing the purchase price (dollar amount) by the closing price of the Company's common stock as of the date immediately preceding the date of the Closing

Exhibit A

Operating Agreement

Exhibit B

Leak-Out Agreement

Exhibit C

Proxy Agreement

Exhibit D

Employment Agreement

Exhibit 10.3

LEAK OUT AGREEMENT

This Leak Out Agreement (the "**Leak-Out Agreement**") is dated as of [_____], 2023 and is by and between La Rosa Holdings Corp., a Nevada corporation, whose address is 1420 Celebration Boulevard, 2nd Floor, Celebration, Florida 34747 (the "**Company**"), and [_____], whose address is [_____] (the "**Holder**"). Each of the Company and the Holder is a "**party**" to this Agreement, and together, they are the "**parties**" hereto.

Reference is hereby made to that certain Membership Interest Purchase Agreement between the Company and the Holder dated [_____], 2023 (the "**Purchase Agreement**"). The Holder is to receive a number of shares of the Company's common stock, $0.0001 par value per share ("**Common Stock**"), pursuant to the Purchase Agreement. The Holder agrees hereby to sell the Common Stock received pursuant to the Purchase Agreement only as permitted hereby during the Leak Period (defined below). Any other sales shall be a material breach of this Agreement.

The Holder agrees with the Company that the leak out period (the "**Leak-Out Period**"). shall start on the date that is the 181st day after the date of the closing (the "**Closing Date**") of the acquisition per the Purchase Agreement, which should be the date when the Company issues to the Holder the shares of its Common Stock pursuant to the Purchase Agreement (the "**Start Date**") and shall end at 5:00 p.m., Eastern Time, on the date that is 366 days following the Start Date ("**End Date**"). So, for a hypothetical example, if the Closing Date is January 1, 2024, the Start Date of the Leak Out Period would be June 30, 2024 and the End Date of the Leak Out Period would be July 1, 2025. During the Leak Out Period, the Holder shall be entitled to sell, dispose, transfer, assign, pledge or hypothecate or enter into any such transaction to such effect, directly or indirectly, (including, without limitation, any sales, short sales, swaps or any derivative transactions that would be equivalent to any sales or short positions) (each a "**Disposition**") only one twelfth (1/12) of the shares of Company Common Stock that Holder has received pursuant to the Purchase Agreement per calendar month. (So, for example, if the Holder received 120 shares of Common Stock pursuant to the Purchase Agreement, the Holder could, during the Leak Out Period, sell 10 shares of Common Stock per calendar month). After the End Date, the Holder would not have any restriction on the number of shares that may be subject to Disposition.

The Holder understands and agrees that that the Common Stock received pursuant to the Purchase Agreement are "**restricted securities**" under applicable federal securities laws and that the Securities Act of 1933, as amended ("**Securities Act**"), and the rules of the U.S. Securities and Exchange Commission provide in substance that the Holder may dispose of the Common Stock only pursuant to an effective registration statement under the Securities Act or an exemption from the registration requirements of the Securities Act, and the undersigned understands that the Company has no obligation or intention to register any of the shares of Common Stock obtained under the Purchase Agreement or the offering or sale thereof, or to take action so as to permit offers or sales pursuant to the Securities Act or an exemption from registration thereunder (including pursuant to Rule 144 thereunder).

The Company agrees to give to the Company's transfer agent or counsel any and all instructions intended to facilitate Dispositions under this Leak-Out Agreement.

Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Leak-Out Agreement must be in writing and sent by certified mail, return receipt requested or via overnight courier (such as UPS or FEDEX) to the party whose address is set forth in the first paragraph hereof.

This Leak-Out Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, letters, emails, agreements (written or oral) and understandings relating to the subject matter hereof and are fully binding on the parties hereto.

This Leak-Out Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. This Leak-Out Agreement may be executed and accepted by facsimile or PDF signature and any such signature shall be of the same force and effect as an original signature.

The terms of this Leak-Out Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective heirs, estates, personal representatives, successors and assigns.

This Leak-Out Agreement may not be amended or modified except in writing signed by each of the parties hereto.

This Leak-Out Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Florida.

Any claim, suit, or proceeding arising, in whole or in part, out of, in relation to, or in connection with this Leak-Out Agreement, including without limitation any dispute as to the construction, validity, interpretation, enforceability, performance, expiry, termination, or breach of this Leak-Out Agreement, whether based on contract, tort, or otherwise, shall be subject to the exclusive jurisdiction of the state or federal courts in the County of Osceola, Florida. In connection with any such dispute, controversy or claim, the parties, unconditionally and irrevocably (i) submit to the jurisdiction of the state and federal courts located in the County of Osceola, Florida; (ii) waive any and all objection that they may now or hereafter have based on venue and/or *forum non conveniens* in any suit brought in any state or federal court located in the County of Osceola, Florida; and (iii) waive any right to a jury trial for any dispute, controversy, or claim arising out of, in relation to, or in connection with this Leak-Out Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE.]

IN WITNESS WHEREOF, this Agreement has been duly executed by or on behalf of the parties to this Agreement as of the date first above written.

La Rosa Holdings Corp.

By: _____

Name: Joseph La Rosa
Title: Chief Executive Officer

HOLDER:

By: _____

Name: [_____]

Exhibit 99.1

La Rosa Acquires Third Real Estate Brokerage Franchisee with Revenue of $3.4 Million and Positive Net Income in 2022

December 15, 2023

Targeting $100 million of annualized revenue as a 2024 exit run rate

Celebration, FL, Dec. 15, 2023 (GLOBE NEWSWIRE) -- La Rosa Holdings Corp. (NASDAQ: LRHC) ("La Rosa" or the "Company"), a holding company for five agent-centric, technology-integrated, cloud-based, multi-service real estate segments, today announced that it has acquired a 100% interest in the Company's franchisee - La Rosa Realty CW Properties, LLC ("CW Properties") located in Longwood, Florida.

CW Properties generated revenue of $3.4 million and had positive net income in 2022. The franchisee provides residential and commercial real estate brokerage services. It also provides coaching and support services to agents on a fee basis.

Joe La Rosa, CEO of the Company, commented, "We continue to execute on our planned roll-up strategy of acquiring franchisees, as this is our third real estate brokerage franchisee acquisition this year. Our goal is to acquire an additional 9 franchisees over the next six to eight months. We also have other acquisitions in the pipeline that we are actively evaluating. These acquisitions would contribute to both our top-line and bottom-line growth, as we believe that our current infrastructure is set up to support five times our current agent count. Our goal is to reach an annualized revenue run rate of $100 million before the end of 2024. While we historically operated profitably prior to our IPO in 2021, we believe our projected revenue growth will ensure our return to profitability as an exit run rate in 2024, even after factoring in our new costs and overhead as a public company. In our view, the fact that both our revenue and profitability continue to improve, despite the current market, sets us apart from most other brokerages in the industry - a testament to the strength and scalability of our business model. We look forward to providing updates on our other planned acquisitions in the near future."

About La Rosa Holdings Corp.

La Rosa is a holding company for five agent-centric, technology-integrated, cloud-based, multi-service real estate segments. In addition to providing person-to-person residential and commercial real estate brokerage services to the public, the Company cross-sells ancillary technology-based products and services primarily to its sales agents and the sales agents associated with their franchisees. La Rosa's business is organized based on the services they provide internally to their agents and to the public, which are residential and commercial real estate brokerage, franchising, real estate brokerage education and coaching, and property management. La Rosa has 10 La Rosa Realty corporate real estate brokerage offices located in Florida, 26 La Rosa Realty franchised real estate brokerage offices in six states in the United States and Puerto Rico. The Company's real estate brokerage offices, both corporate and franchised, are staffed with more than 2,470 licensed real estate brokers and sales associates.

For more information, please visit: https://www.larosaholdings.com.

Stay connected with La Rosa, sign up for news alerts here: larosaholdings.com/email-alerts.

Forward-Looking Statements

This press release contains forward-looking statements regarding the Company's current expectations that are subject to various risks and uncertainties. Such statements include statements regarding the Company's ability to grow its business and other statements that are not historical facts, including statements which may be accompanied by the words "intends," "may," "will," "plans," "expects," "anticipates," "projects," "predicts," "estimates," "aims," "believes," "hopes," "potential" or similar words. These statements are not guarantees of future performance and are subject to certain risks, uncertainties and assumptions that are difficult to predict. Actual results could differ materially from those described in these forward-looking statements due to certain factors, including without limitation, the Company's ability to achieve profitable operations, customer acceptance of new services, the demand for the Company's services and the Company's customers' economic condition, the impact of competitive services and pricing, general economic conditions and other risk factors detailed in the Company's filings with the United States Securities and Exchange Commission (the "SEC"). You are urged to carefully review and consider any cautionary statements and other disclosures, including the statements made under the headings "Risk Factors" and elsewhere in documents that we file from time to time with the SEC. Forward-looking statements contained in this press release are made only as of the date of the this press release, and La Rosa does not undertake any responsibility to update any forward-looking statements in this release, except as may be required by applicable law. References and links to websites have been provided as a convenience, and the information contained on such websites is not incorporated by reference into this press release.

For more information, contact: info@larosaholdings.com

Investor Relations Contact:
Crescendo Communications, LLC
David Waldman/Natalya Rudman
Tel: (212) 671-1020
Email: LRHC@crescendo-ir.com
