

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into this 12 day of August, 2005 between **Donald E. McBrayer** and **Marty and Lois Stevens** (hereinafter referred to as "Seller"), and **Zargaran Investments LLC a Florida limited liability company** (hereinafter referred to as "Purchaser").

WHEREAS, Seller is the owner of certain real property located in Okeechobee, Okeechobee County, Florida, as more specifically described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Purchaser desires to purchase and Seller desires to sell the Property (hereinafter defined), upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

SECTION 1: DEFINITIONS

For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the following meaning:

- 1.1 **Intentionally Deleted.**
- 1.2 **Brokers.** George G. Fahrion, Fort Lauderdale Real Estate and Isabel "Liz" Weisser, Coldwell Banker, Berger Real Estate.
- 1.3 **Business Day.** Monday through Friday excluding bank holidays on which national banking associations in Florida are authorized to be closed.
- 1.4 **Closing.** The Closing and consummation of the purchase and sale of the Property as contemplated by this Agreement.
- 1.5 **Closing Date (or Date of Closing).** The date upon which Closing occurs.
- 1.6 **Condemnation Proceeding.** Any proceeding or threatened proceeding in condemnation, eminent domain or written request in lieu thereof.
- 1.7 **Deed.** The special warranty deed of conveyance of the Land and Improvements from Seller to Purchaser.
- 1.8 **Intentionally Deleted.**
- 1.9 **Earnest Money.** The funds to be paid by Purchaser to Escrow Agent pursuant to Section 3 hereof, plus any interest earned thereon.
- 1.10 **Effective Date.** (i) The date when the last one of Seller or Purchaser has signed this

Agreement, as stated on the signature page; or (ii) if changes in this Agreement have been made (after signature) and initialed by the parties, the date when the last one of Seller or Purchaser has initiated those changes.

1.11 Environmental Report. The environmental assessment audit to be conducted by Purchaser's environmental engineer, at Purchaser's expense, with respect to the Property, certified and delivered to Purchaser.

1.12 Environmental Requirement. All laws, statutes, ordinances, rules, regulations, orders, codes, licenses, permits, decrees, judgments, directives or the equivalent of or by any federal, state or local governmental authority and relating to or addressing the protection of the environment or human health.

1.13 Escrow Agent. SCHECTER LAW, P.A.

1.14 Evidence of Authority. Evidence of authority for the execution and performance of this Agreement by Seller including (i) necessary resolution or consents, (ii) a certificate duly executed by an acceptable representative of Seller with respect to the offices or titles held by the Persons who executed this Agreement and will execute documents on behalf of Seller as required or contemplated by this Agreement.

1.15 Hazardous Substances. Any material or substance that, whether by its nature or use, is now or hereafter defined as hazardous waste, hazardous substance, pollutant or contaminant under any Environmental Requirement, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and which is regulated under any Environmental Requirement, or which is or contains petroleum, gasoline, diesel fuel or another petroleum hydrocarbon product.

1.16 Insurance Requirements. All terms of any existing insurance policy and all requirements of the issuer of any existing insurance policy applicable to or affecting the Property or any part thereof or any use or condition thereof.

1.17 Intangible Property. All intangible property owned by Seller and used in connection with or relating to the ownership, use, development, operation, management, occupancy or maintenance of the Land and/or the Personal Property, including, but not limited to the Permits, the Utility Deposits, all public and private contract rights and development or usage rights of Seller with respect to the Land and the Proposed Improvements.

1.18 Intended Use. Single family residential and golf course.

1.19 Land. The parcel of land being more particularly described on Exhibit A attached hereto and incorporated herein by reference and appurtenant easements thereto, together with all of Seller's right, title and interest in and to all easements, rights of way, strips and gores of land, tenements, hereditaments and appurtenances, reversions, remainders, privileges, licenses and other rights and benefits belonging to, running with or in any way relating thereto; together with all right, title and interest of Seller (if any) in and to any land lying in the bed of any street, road or highway, open or proposed, in front of, abutting or adjoining the Land.

1.20 Legal Requirement. All laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governmental and quasi-governmental authorities, officials, agencies, and officers, ordinary or extraordinary, which now may be applicable to the Property or any use, operation or condition thereof.

1.21 Monetary Lien. Any mortgage, deed of trust, security deed, lien, monetary judgment, security interest, past due tax or assessment or other similar encumbrance of a monetary nature against the Property or any portion of the Property.

1.22 Owner's Title Policy. An Owner's marketability policy of title insurance on the most current ALTA Form for the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions, and containing an Owner's Florida Form 9 endorsement. Purchaser shall have the right to request such additional endorsements as are required by Purchaser, but the issuance of such additional endorsements shall not be a condition to, or impede or delay, the Closing.

1.23 Permitted Exceptions. Those matters identified or referred to in Section 5.4 and such other title exceptions as may hereafter be approved in writing (or deemed to have been approved by Purchaser) subject to and in accordance with the terms and provisions of Section 5 herein.

1.24 Person. Any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

1.25 Personal Property. All tangible personal property of Seller located on or used in connection with the Land, including, but not limited to, all water and sewer lines and facilities.

1.26 Plans. All surveys, architectural and engineering plans specifications and building plans and specifications with respect to the proposed development of the Property for the Intended Use.

1.27 Property. The following property:

1.27.1 The Land;

1.27.2 The Intangible Property

1.27.3 The Personal Property;

1.27.4 The interest of Seller under the Warranties and the Permits; and

1.27.5 The Records and Plans.

1.28 Records and Plans. All books, records and documents maintained by Seller or compiled by or at the request of Seller and in the possession or control of Seller specifically relating

to the ownership, use, development, operation, management, or maintenance of the Property, including, without limitation, the Plans.

1.29 Submission Documents. The diligence items to be delivered to Purchaser pursuant to Section 9 hereof.

1.30 Survey. A survey or surveys of the Property satisfactory in all respects to Purchaser prepared by a licensed surveyor in the State of Florida, certified as meeting the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", as adopted by the American Land Title Association and the American Congress on Surveying & Mapping (collectively, the "Surveys" or singularly the "Survey"). The Survey shall (i) show the square footage and acreage of the Land, (ii) show the location of all the Improvements, utility and other lines and easements, either visible or recorded, and the recording references of all the recorded easements shown on the Title Commitment, (iii) show the elevation and flood zone information, and (iv) contain such other items as may be reasonably required by Purchaser.

1.31 Title Commitment. The commitment for title insurance to be obtained by Seller pursuant to Section 5 below.

1.32 Title Company. Attorneys' Title Insurance Fund, Inc., or such other nationally recognized title insurance acceptable to Purchaser.

1.33 U.C.C. Report. A report detailing the results of a search of all personal property records in which a security interest, lien or encumbrance affecting any portion of the Property may be located.

1.34 Utility Deposits. All deposits for utility services currently provided to the Property.

SECTION 2: PURCHASE AND SALE

Purchaser shall purchase the Property from Seller, and Seller shall sell, convey, transfer and assign the Property to Purchaser, subject to and in accordance with the terms and conditions of this Agreement.

SECTION 3: EARNEST MONEY

3.1 Upon execution of this Agreement the Purchaser shall pay directly to Seller the amount of Ten Thousand Dollars (\$10,000) ("Initial Earnest Money") to be applied as a credit against the Purchase Price (as defined below) at Closing..

3.2 Purchaser shall deposit in escrow with the Escrow Agent an additional deposit on or before August 30, 2005 in the amount of Forty Thousand Dollars (\$40,000) ("Second Earnest Money") to be delivered to Seller at Closing and applied as a credit against the Purchase Price (as defined below) at Closing.

3.3 Purchaser shall further deposit in escrow with the Escrow Agent an additional deposit on or before September 30, 2005 in the amount of Fifty Thousand Dollars (\$50,000)

("Third Earnest Money") to be delivered to Seller at Closing and applied as a credit against the Purchase Price (as defined below) at Closing.

3.4 Purchaser shall further deposit in escrow with the Escrow Agent an additional deposit on or before October 31, 2005 in the amount of Fifty Thousand Dollars (\$50,000) ("Fourth Earnest Money") to be delivered to Seller at Closing and applied as a credit against the Purchase Price (as defined below) at Closing.

3.5 Purchaser shall further deposit in escrow with the Escrow Agent an additional deposit on or before November 30, 2005 in the amount of Fifty Thousand Dollars (\$50,000) ("Fifth Earnest Money") to be delivered to Seller at Closing and applied as a credit against the Purchase Price (as defined below) at Closing.

3.6 Purchaser shall further deposit in escrow with the Escrow Agent an additional deposit on or before December 31, 2005 in the amount of Fifty Thousand Dollars (\$50,000) ("Sixth Earnest Money") to be delivered to Seller at Closing and applied as a credit against the Purchase Price (as defined below) at Closing.

3.7 Purchaser shall further deposit in escrow with the Escrow Agent an additional deposit on or before January 31, 2006 in the amount of Fifty Thousand Dollars (\$50,000) ("Seventh Earnest Money") to be delivered to Seller at Closing and applied as a credit against the Purchase Price (as defined below) at Closing.

3.8 The Purchaser shall obtain a Phase I Environmental Report (See Article 9 herein) and a survey of the Property. The Purchaser will use his best efforts to obtain said survey and Environmental Report on or before forty-five (45) days from the Effective Date. Once the Purchaser has received an acceptable survey and a "clean" Phase 1 Environmental Report, the deposits more particularly described in Sections 3.2 through 3.7, rather than being placed in escrow, shall in fact be payable directly to the Seller. By way of example, if an Earnest Money payment has been made, and an acceptable survey and clean Environmental Report has been received, then the money shall in fact be delivered from escrow to the Seller and applied as a credit against the Purchase Price (as defined below) at Closing. If, on the other hand, once an acceptable survey and clean Environmental Report have been received, an Earnest Money deposit was to be made, said Earnest Money shall be payable directly to Seller and applied as a credit against the Purchase Price (as defined below) at Closing.

3.9 **Unacceptable Survey.** Notwithstanding any provision herein to the contrary, in the event that the survey does not show conclusively that Exhibit A includes the Blue Heron Golf Course, the marina property, and approximately 37 acres of buildable residential lots, then and in that event, this Agreement shall be voidable at the option of the Purchaser, and if so voided, all Earnest Monies paid directly to the Seller and/or held in escrow by the Escrow Agent shall be immediately returned to the Purchaser and this Agreement shall then be null and void.

The term "Earnest Money" shall mean the Initial Earnest Money, plus the Second, Third, Fourth, Fifth, Sixth and Seventh Earnest Monies (sometimes collectively referred to as the "Additional Earnest Money"). Escrow Agent shall hold and disburse the Additional Earnest Money in accordance with the terms of this Agreement. Escrow Agent shall use its good faith efforts to

invest the Additional Earnest Money in an interest-bearing account at SunTrust Bank, or, if not SunTrust Bank, at a financial institution which shall be satisfactory to Seller and Purchaser. Any interest earned on the Additional Earnest Money shall be considered as part of the Additional Earnest Money. Purchaser and Seller agree to sign all forms reasonably required in connection with the holding and investing by Escrow Agent of the Additional Earnest Money, such bank account forms and reports. That until such time as Escrow Agent receives an acceptable tax identification number to open an interest bearing escrow account, Escrow Agent shall place the deposit in a Florida Bar IOTA trust account at SunTrust Bank.

SECTION 4: PURCHASE PRICE

The purchase price for the Property shall be Four Million Nine Hundred Thousand and 00/100 Dollars (\$4,900,000.00) (herein referred to as the "Purchase Price"). The entire Purchase Price, less the amount of the Earnest Money and subject to adjustments and prorations as herein provided, shall be due and payable by official check or in immediately available funds, by wire transfer, at Closing.

SECTION 5: TITLE/SURVEY

Title to the Property shall be good and marketable and insurable fee simple title in an amount of the Purchase Price at no more than the Title Company's ordinary or promulgated rates for the Owner's Title Policy. Seller shall deliver such affidavits and agreements as may be reasonably required by the Title Company in order to issue the Owner's Title Policy in accordance with this Agreement.

5.1 Examination of Title. At least sixty (60) days before closing, Seller shall deliver to Purchaser an ALTA marketability title insurance commitment (the "Title Commitment"), together with hard copies of all the exceptions, issued by the Title Company covering the Land pursuant to which the Title Company agrees to issue the Owner's Title Policy. The cost of the Title Commitment and the Owner's Title Policy shall be paid Seller.

5.2 Survey. Purchaser shall obtain a survey of the land within ninety (90) days of the Effective Date.

5.3 U.C.C. Report. Seller shall cause to be delivered to Purchaser copies of the U.C.C. Report, within thirty (30) days prior to Closing.

5.4 Permitted Exceptions. The sale of the Property shall be subject to the following:

5.4.1. The lien of all ad valorem real estate taxes for the fiscal year in which Closing occurs, subject to proration as herein provided; and

5.4.2. Any items shown on the Title Commitment and approved by Purchaser in accordance with Section 5.5 below.

The above items described in this Section 5.4 are herein collectively referred to as the "Permitted Exceptions".

5.5 Objections to Title/Survey. Purchaser shall be entitled to object, in its reasonable discretion, to any exceptions to title disclosed in the Title Commitment and/or matters shown on the Survey within ten (10) days after receipt of the Title Commitment and Survey, by written notice to Seller of any objections to the Title Commitment and/ or the Survey. None of the exceptions to title disclosed in the Title Commitment shall prevent or restrict the use of the Property for its Intended Use. In the event that Purchaser shall so object to the Title Commitment and/or the Survey, Seller shall have fifteen (15) Business Days after receipt of such notice to cure Purchaser's objections to Purchaser's satisfaction or to obtain affirmative title insurance protection acceptable to Purchaser for such objections. In the event Seller is unwilling or unable to so cure such objections or to obtain affirmative title insurance protection acceptable to Purchaser for such objections within such period, Purchaser may (i) waive such objections, (ii) give Seller additional time in writing to cure such objections (in which event, the Closing shall be delayed for an equivalent period of time) or (iii) terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be immediately returned to Purchaser and neither Purchaser nor Seller shall have any further obligations hereunder, except obligations that expressly survive the termination of this Agreement.

5.6 Cure of Monetary Liens. Notwithstanding Section 5.5 above, if the Title Commitment reveals the existence of a Monetary Lien, then Seller shall pay any amount due in satisfaction of each such Monetary Lien as to the Property only (or, subject to Purchaser's reasonable approval, otherwise cause the same to be removed as an exception in the Title Commitment) which amount, at the option of Seller, may be paid from the proceeds of the Purchase Price at Closing. If one or more Monetary Liens have not been satisfied before the Closing Date, then Purchaser and Escrow Agent are hereby authorized to satisfy such Monetary Liens from the proceeds of the Purchase Price at Closing.

5.7 Purchaser's Rights. If any title matter other than a matter disclosed in the Title Commitment or the Survey arises or becomes known to Purchaser subsequent to the date of the Title Commitment (a "New Title Matter") and such New Title Matter (a) is a Monetary Lien or (b) was created or consented to by Seller, then Seller shall cure the New Title Matter, at Seller's expense, on or before Closing. If the New Title Matter is not a Monetary Lien or was not created or consented to by Seller, then Seller shall have until the earlier of (i) fifteen (15) Business Days of Seller's receipt of written notice thereof or (ii) the Closing Date, within which to cure the same or to obtain affirmative title insurance protection acceptable to Purchaser for such matter, and if such New Title Matter is not cured within such period, then Purchaser may, at its sole option, exercised by written notice to Seller within five (5) Business Days following the expiration of the fifteen (15) Business Day cure period, either (i) terminate this Agreement and receive a refund of the Earnest Money or (ii) elect to close subject to such New Title Matter. In the event of termination, neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

5.8 Extension of Closing Date. The Closing Date shall be automatically extended to allow all time periods specified in this Section 5 to expire.

SECTION 6: SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Purchaser and covenants and agrees with Purchaser, on and as of the date hereof, to be certified to Purchaser on or as of the Closing, as follows:

6.1 Title. Seller is the fee simple owner of the Land free and clear of all encumbrances except for the Permitted Exceptions (without modification arising with regard to Purchaser's rejection or disapproval of any of the items pursuant to this Agreement).

6.2 Organization, Power and Authority. The execution, delivery and performance of this Agreement by Seller (i) has been duly and validly authorized by all necessary action on the part of Seller, (ii) does not conflict with or result in a violation of its organizational documents, or any judgment, order of decree of any court or arbiter in any proceeding to which Seller is a party, and (iii) does not conflict with or constitute a breach of, or constitute a default under, any contract, agreement or other instrument by which Seller or the Property is bound or to which Seller is a party.

6.3 No Conflict with Laws. The execution and delivery of this Agreement by Seller and the performance by Seller of its obligations hereunder will not conflict with or result in a breach of any order, judgment, writ, injunction or decree of any court or governmental instrumentality.

6.4 No Bankruptcy. Seller is not a party to any voluntary or involuntary proceedings under any applicable laws relating to the insolvency, bankruptcy, moratorium or other laws affecting creditors rights to the extent that such laws may be applicable to Seller or the Property.

6.5 No Litigation. Seller is not a party to or affected by any litigation, administrative action, investigation or other governmental or quasi-governmental proceeding which would or could have an adverse effect upon the Property or upon the ability of Seller to fulfill its obligations under this Agreement. There are no lawsuits, administrative actions, governmental investigations or similar proceedings pending or threatened against or adversely affecting the Property or the construction and development of the Proposed Improvements.

6.6 Permits. All Permits, if any, issued to date have been paid for and are in full force and effect.

6.7 Legal Requirements. The Land is in compliance with all zoning and subdivision and all other Legal Requirements, without reliance on any "non-conforming use" or other exception.

6.8 No Violations. There are no presently outstanding and uncured notices of any violations of any Legal Requirements

6.9 Tax Parcels. Each of the parcels constituting the Land is assessed as a separate tax lot or tax parcel, independent of any other parcels or assets not being conveyed hereunder, each of the parcels constituting the Land has been validly, finally and unappealably subdivided from all other property for conveyance purposes. There are no pending contests or appeals with respect to (i) the assessed value of the Property for ad valorem taxation purposes or (ii) the amount of any ad valorem taxes levied against or paid with respect to the Property.

6.10 Condemnation. To Seller's actual knowledge, there are no proceedings pending or threatened against or affecting the Property or any portion thereof or interest therein in the nature of or in lieu of condemnation or eminent domain proceeding.

6.11 Assessments. Seller has no actual knowledge and Seller has not received written notice of any assessments by a public body, whether municipal, county or state imposed, contemplated or confirmed and ratified against any of the Property for public or private improvements which are now or hereafter payable.

6.12 Contractors. All contractors, subcontractors, architects, materialmen, laborers, suppliers and other parties who have performed or furnished work, labor, materials, equipment or supplies or have labored on the Property to make improvements thereon or otherwise to improve the Property are paid in full, and there are no unpaid claims related to work that has been completed or is in progress.

6.13 No Hazardous Substances on Property. Seller has not caused Hazardous Substances to be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on, in, or under the Property in a manner which violates any Legal Requirements regulating such substances and, to the actual knowledge of Seller, no other Person has caused Hazardous Substances to be discharged, disbursed, stored, treated, generated or allowed to escape on, in or under the Property. The indemnities contained in this subsection 6.13 shall survive the Closing hereunder and any termination of this Agreement.

6.14 No Rights to Purchase. Except for this Agreement, Seller has not entered into, and has no actual knowledge of any agreement, commitment, option, right of first refusal or any other agreement, whether oral or written, with respect to the purchase assignment or transfer of all or any portion of the Property which is currently in effect.

6.15 Existing Agreements. There are no existing agreements, contracts or undertakings affecting the Property, except the Permitted Exceptions, which will not be terminated by Seller on or before Closing.

6.16 Entrances and Exits. All current curb cuts, entrances and exits to the Land are lawful and permitted.

6.17 Access. There is permanent vehicular and pedestrian egress from and egress to the Land over public roads that about the Land.

6.18 Utilities. There are, at the property line of the Land and available for use to and upon the Land, all necessary electric and telephone lines and water distribution lines and sewage collection lines adequate to fully service the Proposed Improvements and no additional easements from abutting or other landowners are required for such utilities to service the Land and Proposed Improvements. Such water lines are of sufficient size, capacity and pressure to adequately serve the Proposed Improvements for the Intended Use; and such sewer lines are of sufficient size, capacity and pressure to adequately serve the Proposed Improvements for the Intended Use without the requirement of a lift station.

6.19 No Commitments to Dedicate Property. No commitments or agreements have been or will be made to any governmental authority, utility company, school board, church or other religious body, any homeowners or homeowners' association, or any other organization, group or individual, relating to the Land which would impose an obligation upon Purchaser to make any contributions or dedications of money or land to construct, install or maintain any improvements of a public or private nature on or off the Land, or otherwise impose liability on Purchaser.

6.20 Intentionally Deleted.

6.21 Intentionally Deleted

6.22 Adverse Conditions. Seller has no actual knowledge of any adverse fact relating to the physical condition of the Land which has not been specifically disclosed in writing to Purchaser, including, without limitation, adverse soil conditions.

6.23 Unrecorded Agreements Restricting Use of the Property. Seller has not, nor to Seller's actual knowledge has any predecessor in title, executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property that is not recorded in the land records of the county in which the Land is located or has not been specifically disclosed in writing to Purchaser.

6.24 Submission Documents. All Submission Documents delivered or made available, or to be delivered or made available to Purchaser pursuant to this Agreement, are or upon submission will be complete, accurate, true and correct in all material respects.

6.25 Disclosure. No statement, warranty or representations by the Seller contains an untrue statement of material fact or omits to state a material fact necessary in order to make the statements made in light of the circumstances under which such statements are made not misleading.

6.26 Survival. The foregoing representations, warranties, covenants and agreements of Seller in this Section 6 shall survive the Closing or termination of this Agreement.

SECTION 7: PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to Seller that, to the best of Purchaser's knowledge, the following facts and conditions exist and are true as of the date hereof and shall exist and be true as of the date of the Closing.

7.1 This Agreement constitutes the valid and binding obligation of Purchaser. Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any agreement, contract or other restriction to which Purchaser is a party or is bound.

7.2 Purchaser is validly formed limited liability company in good standing organized and existing under the laws of the State of Florida and has all requisite corporate power to enter into and perform its obligations hereunder and under any document required to be executed and

delivered on behalf on Purchaser hereunder.

7.3 No actions, suits or proceedings at law or in equity are pending or, to Purchaser's knowledge, threatened in any court or before any federal, state, municipal or governmental department, commission, board, bureau, agency or instrumentality against or affecting Purchaser or any of its properties or rights which, if adversely determined, would materially adversely affect the ability of Purchaser to perform its obligations hereunder.

SECTION 8: SELLER'S COVENANTS

From and after the date hereof, through and including the Closing Date, Seller agrees as follows (each of which covenants is a condition to Purchaser's obligations to close under this Agreement and must be satisfied by Seller or waived by Purchaser in writing prior to Closing):

8.1 **Inspection of Property.** Seller will allow Purchaser and its agents and contractors to enter upon the Property for any purpose in connection with Purchaser's proposed purchase, use and operation of the Property.

8.2 **Management Prior to Closing.** Between the date of this Agreement and the Closing Date, Seller shall maintain, manage and operate the Property in the customary course of business, committing or permitting no waste thereto, such that at the time of the Closing, the Property shall be in substantially the same physical condition as on the date of Seller's execution of this Agreement.

8.3 **Notices.** Seller shall, promptly upon Seller's obtaining knowledge thereof, provide Purchaser with a written notice of any event which has an adverse effect on the operation or physical condition of the Property.

8.4 **Notices of Violation.** Promptly after Seller obtains actual knowledge or upon receipt of written notice thereof, Seller has provided or shall provide Purchaser with written notice of any violation of any Legal Requirements, or Insurance Requirements, affecting the Property, any service of process relating to the Property or which affects Seller's ability to perform its obligations under this Agreement or any other correspondence or notice received by Seller which has or has the potential to have an adverse effect on the Property.

8.5 **New Agreements.** After execution of this Agreement by Purchaser, Seller shall not enter into any new agreements, contracts or undertakings, affecting the Property or cancel, modify, extend or renew any existing Agreement, without the prior written consent of Purchaser, which consent may be given or withheld in Purchaser's sole and absolute discretion.

8.6 **Notification of Change of Circumstances.** Seller shall provide Purchaser with written notice of any transaction or occurrence prior to Closing which could make any of the warranties, representations, covenants and agreements of Seller under this Agreement not true with the same force and effect, as if made on or as of the date hereof.

8.7 **Seller's Cooperation.** Seller shall fully cooperate with Purchaser to expedite any rezoning, site plan, platting, or building permit applications in connection with the Intended Use. If

requested by Purchaser, Seller will promptly execute all petitions, applications, easements, plats, site plans, waivers of plats, and other documents which Purchaser may request and otherwise reasonably cooperate with Purchaser in connection with Purchaser obtaining or granting any permit, plat, waiver of plat, site plan amendment or approval, easement, right-of-way dedication, rezoning, right-of-way deed, variance or other administrative authorization required for (i) governmental approval of the use of the Property contemplated by such amended or revised site plan, (ii) subdivision of the Land from all other parcels, and/or (iii) assessment of the Land as a separate tax lot.

8.8 Survival. Any claim for breach of the covenants contained in this Section 8 shall survive the Closing. Seller shall provide adequate security to cover its obligations under this paragraph.

SECTION 9: ENVIRONMENTAL REPORT

Purchaser shall be entitled to obtain such environmental reports as it deems necessary during the course of this Agreement. Purchaser shall use diligence in obtaining such reports so as to determine if any environmental concerns exist. In this regard, if the Phase I inspection report indicates a Phase II is warranted, then and only then will this paragraph provide for a Phase II inspection report which potentially triggers the options set forth herein. If the Phase II inspection report indicates the need for a Phase III, then and only then will a Phase III report be obtained and applied pursuant to this paragraph. To the extent the report(s) indicates environmental issues related to the Property exist requiring remediation, Purchaser shall notify Seller of the same, and provide Seller with copies of all such reports and Seller shall have the following options:

- (a) To remedy the environmental problem prior to Closing;
- (b) To agree to credit the estimated costs to remedy the environmental problem at Closing, in which even the Closing shall proceed with such credit; or
- (c) Elect not to remedy or provide the credit, in which event, Purchaser shall have the right to either accept the condition and proceed with Closing without any credit or other continuing obligation of Seller, or to elect to terminate the Agreement within five (5) days of receipt of notice from Seller of its intent not to remedy or provide the credit, in which event, Purchaser shall be entitled to reimbursement of all deposits paid hereunder

SECTION 10: CLOSING

Subject to satisfaction of all conditions to Closing, the Closing shall be held on February 28, 2006. The Closing shall be held at the offices of the Law Firm of Maxwell & Maxwell, P.A., 405 NW Third Street, Okeechobee, FL 34972, at a time mutually acceptable to both parties. If no such selection is timely made, the Closing shall be held at 10:30 a.m. local time on the Closing Date or at such other time or such other place as may be mutually agreed in writing by the parties hereto.

10.1 Delivery: Possession. At Closing, Seller shall deliver to Purchaser the items required of Seller under this Agreement, and Purchaser shall deliver to Seller the balance of the Purchase Price (after crediting the Earnest Money and making other adjustments and prorations as

provided herein) and the other items required of Purchaser under this Agreement. Seller shall deliver possession of the Property to Purchaser, subject only to the Permitted Exceptions at the time of closing. Risk of loss shall remain with Seller until Closing.

10.2 Closing Costs.

10.2.1 Seller's Costs. Seller shall pay (i) property transfer, conveyance, sales and other taxes, (ii) the fees and expenses of Seller's attorneys, (iii) the documentary stamps, intangible taxes, surtaxes and recording charges due on transfer of the Property and/or recordation of the documents described in Section 12 of this Agreement, and (iv) the cost of title examination by the Title Company and other charges in connection with the delivery of the Title Commitment and the Owner's Title Policy

10.2.2 Purchaser's Costs. Purchaser shall pay (i) the cost of the Survey, (ii) the fees and expenses of Purchaser's attorneys, and (iii) fees payable to Brokers as specified in Section 15 below.

10.2.3 Other Costs. Any other costs not specifically provided for in subsection 10.2.1, subsection 10.2.2 or otherwise pursuant to the terms of this Agreement shall be paid by the party who incurred those costs, or if neither party is charged with incurring any such costs, then by the party customarily assessed for such costs in the place where the Property is located. Any escrow fees, document preparation charges of the Title Company and other escrow related charges of the Escrow Agent in its capacity as escrow agent only shall be paid equally by Seller and Purchaser.

10.2.4 Survival. The provisions of this subsection 10.2 shall survive the Closing and the delivery of the Deed.

10.3 Purchaser's Conditions to Closing. Purchaser's obligation to purchase the Property or otherwise to perform any obligation provided in this Agreement is expressly conditioned upon the fulfillment or satisfaction of each of the following conditions precedent on or before the Closing Date (any of which may be waived only in writing by Purchaser in its discretion):

10.3.1 Seller shall have fully performed each undertaking and covenant and agreement to be performed by Seller under this Agreement including, but not limited to, delivery of all items and documents required under Section 12 below;

10.3.2 Each representation and warranty made in this Agreement by Seller shall be complete, true and accurate in all material respects;

10.3.3 The Owner's Title Policy shall be issued, or in lieu of issuance of the

foregoing at Closing, the Title Company shall have delivered a "marked up" Title Commitment, subject only to the Permitted Exceptions, with gap coverage, deleting all requirements and deleting the standard exceptions;

- 10.3.4 Without additional cost or charge to Purchaser, all Permits, Warranties and other Intangible Property shall be assigned to Purchaser, to the extent the same are assignable;
- 10.3.5 Except as cured by Seller or otherwise approved or waived in writing by Purchaser, no event shall have occurred which may have an adverse effect on the operation or physical condition of the Property;
- 10.3.6 No amendments, restatement, adoption or repeal of any laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governmental authorities, officials, agencies and officers, ordinary or extraordinary, shall have occurred which is applicable to the Property and has or could have an adverse effect upon the value, use, operation, zoning, development, condition or Intended Use thereof.
- 10.3.7 There shall be no development or building moratoria in effect with regard to the Property as of the Closing Date including, without limitation, any prohibition arising from a failure to meet concurrency standards established under Chapter 163 of the Florida Statutes, the administrative rules thereunder and local governmental ordinances and regulations thereunder.

If any of the foregoing conditions are not satisfied at or before Closing, then in addition to any remedy available to Purchaser under this Agreement, Purchaser may terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be returned to Purchaser and the parties shall be released from all obligations and liabilities under this Agreement except those that expressly survive termination of this Agreement.

SECTION 11: PRORATIONS AND CREDITS AT CLOSING

All prorations provided to be made "as of the Closing Date" shall each be made as of 11:59 p.m. local time on the date immediately preceding the Closing Date. In each proration set forth below, the portion thereof allocable to periods beginning with the Closing Date shall be credited to Purchaser, or charged to Purchaser, as applicable, at Closing or, in the case of allocations made after Closing, upon receipt of such payments or invoice as of the Closing Date. The following items shall, as applicable, be prorated between Purchaser and Seller or credited to Purchaser or Seller:

11.1 Property Taxes and Assessments.

11.1.1 Prorations. All ad valorem or general property taxes with respect to the Property for calendar year 2005 shall be prorated based on the latest available tax information with due allowance made for maximum allowable discount or other exemptions if allowed for said year.

11.1.2 Special Assessments. Certified, confirmed and ratified special assessment liens as of Date of Closing (and not as of the date of this Agreement) shall be paid by Seller or Purchaser shall receive a credit therefor. Pending liens as of Date of Closing shall be assumed by Purchaser; provided, however, that where the improvement for which the special assessment was levied, had been substantially completed as of the date of this Agreement, such pending liens shall be considered as certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to the estimated assessment for the improvement.

11.2 Utility Expenses and Payments. Seller shall have sole responsibility for all utility charges accrued as of the Closing Date. Purchaser shall be responsible for making any necessary arrangements for the continuation of all utility services to the Property following Closing. Seller shall cooperate with Purchaser and execute all necessary documents as reasonably required by Purchaser to accomplish the foregoing.

11.3 Other Matters. Seller and Purchaser shall make such other adjustments and apportionments as are expressly set forth in this Agreement.

11.4 Survival. The provisions of this Section 11 shall survive the Closing and the delivery of the Deed. In the event final figures have not been reached on any of the adjustments, prorations or costs which are to be adjusted at or prior to Closing pursuant to this Section 11, the parties shall close using adjustments and prorations reasonably estimated by Seller and Purchaser, subject to later readjustment when such final figures have been obtained. The parties hereof agree that they shall seek to determine the amounts of all prorations and adjustments required hereunder on or before the Closing Date, if possible, and to the extent not then obtainable within one (1) year of Closing.

SECTION 12: CONVEYANCES AND DELIVERIES AT CLOSING

12.1 Deed. At Closing, Seller shall convey the Land and Improvements to Purchaser by a duly executed and recordable Deed in form reasonably acceptable to Purchaser, subject only to the Permitted Exceptions.

12.2 Bill of Sale. At Closing, Seller shall also convey the Personal Property to Purchaser by a duly executed Bill of Sale in form reasonably acceptable to Purchaser.

12.3 Contracts, Records and Plans. At or simultaneously with the Closing, Seller shall

deliver to Purchaser the originals (or if originals are unavailable, certified copies) of the Warranties, the Records and Plans, and the Permits. Seller may keep copies of such materials at Seller's sole cost and expense.

12.4 Section 1445 Certificate. At Closing, Seller shall execute and deliver to Purchaser and the Title Company a certificate in the form required by the Internal Revenue Code stating that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and the regulations thereunder and any information required by the Title Company to complete the IRS Form 1099 with respect to this transaction.

12.5 Affidavit of Title. At Closing, Seller shall execute and deliver to Purchaser and to the Title Company a title affidavit in the form required by the Title Company, together with such resolution, affidavits and certificates as the Title Company may reasonably require to issue the Owner's Title Policy in accordance with the terms of this Agreement.

12.6 Closing Statement. At Closing, Seller and Purchaser shall execute and deliver a Closing Statement which shall, among other items, set forth the Purchase Price, all credits against the Purchase Price, the amounts of all prorations and other adjustments to the Purchase Price and all disbursements made at Closing on behalf of Purchaser and Seller in accordance with the terms of this Agreement.

12.7 Evidence of Authority. At Closing, Seller shall update Evidence of Authority dated not more than ten (10) days before the Closing Date.

12.8 General Assignment. At Closing, Seller will deliver to Purchaser a general assignment, to the extent assignable, of the Records and Plans, Warranties, Utility Deposits, Permits, the Intangible Property and all other property and rights included in the transaction contemplated by this Agreement; which assignment shall be in form reasonably acceptable to Purchaser.

12.9 Transfer Tax Returns. At Closing, Seller will deliver any required tax transfer returns or forms.

12.10 Conveyance of Awards. At Closing, Seller shall, if and to the extent applicable, deliver to Purchaser all proper instruments for the conveyance of any condemnation, insurance or other awards or proceeds described in and subject to and in accordance with Section 14 hereof, all duly executed by Seller.

12.11 Physical Possession. At Closing, Seller shall deliver to Purchaser keys to the Property and actual sole and exclusive physical possession of the Property.

12.12 Seller's Certificate. At Closing, Seller shall deliver to Purchaser a certificate of Seller dated as of the Closing Date certifying (i) that all representations and warranties of Seller under this Agreement are true and correct, in all respects as of the Closing Date (except as the same may have been changed as permitted in accordance with the terms of this Agreement and disclosed to Purchaser prior to Closing) and (ii) to Seller's actual knowledge, that there has occurred no default or breach, nor any event which with notice or with the passage of time, or both, would

constitute such a default or breach by Seller under this Agreement.

12.13 Seller's Affidavit. At Closing, Seller shall deliver to Purchaser an Affidavit, in form reasonably satisfactory to Purchaser, confirming that Seller has the power and authority to execute and deliver this Agreement and perform its obligations hereunder; and that the execution, delivery and performance of this Agreement and of all instruments to be executed and delivered by Seller hereunder have been duly authorized by all necessary action on the part of Seller and will not conflict with or result in a breach of or any order, judgment, writ, injunction or decree of any court or governmental instrumentality, or of any agreement or instrument to which Seller is a party or by which it is bound, or to which the Property is subject.

12.14 Other Documents. At Closing, Seller and Purchaser shall deliver to each other any other documents expressly required to be delivered or furnished pursuant to any other provisions of this Agreement or reasonably required to carry out the purpose and intent of this Agreement.

SECTION 13: NOTICES

All notices, consent, approvals and other communications which may be or are required to be given by either Seller or Purchaser under this Agreement shall be properly given only if made in writing (except as expressly provided to the contrary in this Agreement) and sent by (a) hand delivery, (b) electronic facsimile or other transfer device with telephone or other confirmation of receipt, or (c) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air, Purolator Courier or Airborne Express), with all delivery charges paid by the sender and addressed to the Purchaser or Seller, as applicable, as follows, or at such other address as each may request in writing. Such notices shall be deemed received, (1) if delivered by hand or overnight delivery service on the date of delivery and (2) if sent by electronic transfer on the date transmission is confirmed by telephone or return electronic transfer from the receiving party. If no confirmation is received, proof of the transmission by the sending party shall be presumptive evidence of the date of receipt. The refusal to accept delivery shall constitute acceptance and, in such event, the date of delivery shall be the date on which delivery was refused. Said addresses for notices are to be as follows:

IF TO SELLER:

Fax No.: _____

with a copy to:

MAXWELL & MAXWELL, P.A.
405 NW Third Street
Okeechobee, FL 34972
Attn: Devin R. Maxwell, Esq.
Fax No.: (863) 763-1179

IF TO PURCHASER:

ZARGARAN INVESTMENTS LLC
2701 East Atlantic Blvd.
Pompano Beach, FL 33062
Fax No.: (954) 942-9545

with a copy to:

SCHECTER LAW, P.A.
100 NE 3rd Avenue, Suite 620
Ft. Lauderdale, FL 33301
Attention: Mark S. Schechter, Esq.
Fax No.: (954) 779-3388

SECTION 14: CASUALTY AND CONDEMNATION

14.1 Casualty. Prior to the Closing Date, and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by fire or other casualty shall be borne and assumed by Seller. Until the Closing has occurred, Seller shall keep all Insurance Policies in effect.

14.2 Condemnation. At Closing, Seller shall assign to Purchaser all of Seller's right, title and interest in and to the beds of streets, roads, alleys, avenues and highways abutting the Property and all of Seller's right, title and interest in and to all awards in condemnation, or damages or any kind, to which Seller is entitled at the time of Closing, by reason of any exercise of power of eminent domain with respect thereto or for the taking of the Property or any part thereof or by reason of any other event affecting the Property which gives rise to a damage claim against a third Party after the date hereof. Prior to the Closing Date, if all or any portion of the Property is taken, or if access thereto is reduced or restricted by eminent domain or otherwise (or if such taking, reduction or restriction is pending, threatened or contemplated) (hereinafter a "Condemnation Proceeding"), Seller shall immediately notify Purchaser of such fact. In the event that such notice related to the taking of all or any portion of the Property, Purchaser shall have the option, in its sole and absolute discretion, to terminate this Agreement upon written notice to Seller given not later than thirty (30) days after receipt of Seller's notice; whereupon the Earnest Money shall be refunded to Purchaser and thereafter neither Party shall have any rights, obligations or liabilities hereunder except with respect to those rights, obligations or liabilities which expressly survive the termination of this Agreement. If Purchaser does not elect to terminate this Agreement as herein provided, Seller shall pay to Purchaser any award received by Seller prior to Closing and Purchaser shall have the right to participate with Seller in any Condemnation Proceeding affecting the Property; provided, that in doing so Purchaser shall cooperate with Seller in good faith.

SECTION 15: BROKERS

Seller and Purchaser represent to each other that each of them has not incurred any obligation to any brokers, finder or real estate agent with respect to the purchase or sale of the Property, except that Purchaser and Seller acknowledge that Seller has a separate agreement with George G. Fahrion of Fort Lauderdale Real Estate and Isabel "Liz" Weisser of Coldwell Bank, Berger Real Estate ("Brokers"). At Closing, Seller shall provide evidence reasonably satisfactory to Purchaser that any commission owing to Brokers has been fully paid or otherwise satisfied. Except

for Brokers and such commission payable to Brokers as provided herein, each of Seller and Purchaser warrants and represents to the other that such party has employed (expressly or impliedly) no broker, agent or other such Person as to which a commission or other such fee is or would become due or owing as a result of the purchase and sale contemplated hereby and has made no agreement (express or implied) to pay any broker's commission or other such fees in connection with the purchase and sale contemplated by this Agreement. Seller agrees to indemnify and defend the Purchaser against, and to hold the Purchaser harmless of and from all claims, demands and liabilities (including reasonable attorney's fees and expenses incurred in defense thereof) for any commission or fees payable to, or claimed by Brokers provided for in Seller's separate agreement with Brokers or otherwise in connection with this Agreement or the Closing. Furthermore, Seller agrees to indemnify and defend the Purchaser against, and to hold the Purchaser harmless of and from all claims, demands and liabilities (including reasonable attorney's fees and expenses incurred in defense thereof) for any commission or fees payable to, or claimed by any other brokers, agents or other such Persons arising out of the employment or engagement of any other brokers, agents or other such Person employed (expressly or impliedly) by Seller or with whom Seller has or is claimed to have, made an agreement (express or implied) to pay a commission or other such fee. Purchaser agrees to indemnify and defend the Seller against, and to hold the Seller harmless of and from all claims, demands and liabilities (including reasonable attorney's fees and expenses incurred in defense thereof) for any commission or fees payable to, or claimed by, any brokers, agents or other such Persons (other than Brokers) arising out of the employment or engagement of any brokers, agents or other such Persons (other than Brokers) employed (expressly or impliedly) by Purchaser or with whom Purchaser has or is claimed to have, made an agreement (express or implied) to pay a commission or other such fee. The representation, warranties, undertakings and indemnities of this Section 15 shall survive the Closing hereunder and any termination of this Agreement.

SECTION 16: INDEMNITY

Seller hereby agrees to indemnify, protect, defend (through attorneys reasonably acceptable to Purchaser) and hold harmless Purchaser and its subsidiaries, Affiliates, officers, directors, agents, employees, successors and assigns from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees actually incurred) which may at any time following the Closing Date be asserted against or suffered by Purchaser arising out of or resulting from any personal injury or property damage occurring prior to the Closing Date unless caused by the negligence of Purchaser or its agents or contractors. The provisions of Section 16 shall survive the Closing hereunder and the delivery of the Deed.

SECTION 17: DEFAULT/REMEDIES

17.1 Seller's Default/Purchaser's Remedies. Notwithstanding any other remedy provided for herein, if Seller breaches any of its representations or warranties contained in this Agreement or defaults in the observance or performance of its covenants and obligations contained in this Agreement, Purchaser may, at its option, terminate this Agreement and receive a refund of the Earnest Money or seek specific performance of this Agreement.

17.2 Purchaser's Default/Seller's Remedies. If Purchaser breaches any of its representations or warranties contained in this Agreement or defaults in the observance or

performance of its covenants and obligations contained in this Agreement, then Seller, as its sole and exclusive remedy, shall (as an election of remedies) receive the Earnest Money from Escrow Agent as liquidated damages. Purchaser and Seller acknowledge the difficulty of ascertaining the actual damages in the event of such default, that it is impossible to more precisely estimate the damages to be suffered by Seller upon such default, that the retention of the Earnest Money by Seller is intended not as a penalty but as full liquidated damages and that such amount constitutes a good faith estimate of the potential damages arising therefrom. Seller's right to so terminate this Agreement and to receive liquidated damages as aforesaid is Seller's sole and exclusive remedy. Seller hereby waives, relinquishes and releases any and all other rights and remedies, including but not limited to: (1) any right to sue Purchaser for damages or to prove that Seller's actual damages exceed the amount which is hereby provided Seller as fully liquidated damages or (2) any other right or remedy which Seller may otherwise have against Purchaser, either at law, or equity or otherwise.

SECTION 18: RELEASE OF EARNEST MONEY OUT OF ESCROW

18.1 In the event that the Seller defaults in their obligations under the Agreement, and if as a consequence of said default, Purchaser shall be entitled to the return of any or all of the Earnest Money deposits, then and in that event, the Sellers, individually, jointly and severally, agree to guaranty the immediate repayment to Purchaser of the monies which were released from escrow, and/or which were paid directly to the Seller.

18.2 Note and Mortgage. As further security for the release of the Earnest Money directly paid to the Seller and/or paid out of escrow, the parties have agreed that the Seller shall execute a promissory note in favor of the Purchaser for the amount of the Earnest Monies paid directly to the Seller and/or released to the Seller. This promissory note shall include the endorsement of all Sellers. The promissory note shall be secured by a first mortgage of the Property. The original note and mortgage shall be held in trust by the Escrow Agent. In the event that the Seller defaults in its obligations under this Agreement and if, as a consequence of said default, Purchaser shall be entitled to a return of the Earnest Money, then and in that event, the following shall occur:

- a. Demand must be made upon Seller and Escrow Agent for return of the Earnest Money; and
- b. In the event that the Earnest Money is not returned by the Seller within five (5) days of demand, then and in that event, the Escrow Agent shall deliver the note and mortgage to Purchaser.

Counsel for the Seller and Purchaser shall, within the next ten (10) days, agree on the terms and conditions to be contained in the note and mortgage (which shall be consistent with the provisions of this Agreement.)

18.3 Time is of the Essence. Time shall be of the essence as to all matters contained in this section.

SECTION 19: ESCROW AGENT

19.1 Performance of Duties. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement. Escrow Agent shall not be deemed to have any implied duties or obligations under or related to this Agreement.

19.2 Reliance. Escrow Agent may (i) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; (ii) assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and (iii) assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or corrections as to form, manner of execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing any instrument; Escrow Agent's duties under this Agreement are and shall be limited to those duties specifically provided in this Agreement.

19.3 Right to Interplead. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or about the propriety of any action contemplated by Escrow Agent, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement; upon filing such action, Escrow Agent shall be released from all obligations under this Agreement.

19.4 Attorney's Fees and Costs. In any suit between Purchaser and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interpleads the subject matter of the Escrow, Escrow Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The parties hereby agree that Escrow Agent shall not be liable to any party or person for misdelivery to Purchaser or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Agreement or gross negligence of Escrow Agent.

19.5 Escrow Agent as Counsel for Purchaser. It is acknowledged that Escrow Agent is counsel for Purchaser. It is agreed that Escrow Agent shall not be disabled or disqualified from representing Purchaser, its parents, officers, directors or agents in connection with any dispute or litigation which may arise out of or in connection with this transaction or this Agreement as a result of Escrow Agent acting as the escrow agent under this Agreement and the Seller, waives any claim or right to assert a conflict arising out of or in connection with the foregoing.

SECTION 20: GENERAL PROVISIONS

20.1 Entire Agreement. This Agreement, and all the Schedules and Exhibits referenced herein and annexed hereto, contain the final, complete and entire agreement of the parties hereto with respect to the matters contained herein, and no prior agreement or understanding pertaining to any of the matters connected with this transaction shall be effective for any purpose. Except as may be otherwise expressly provided herein, the agreements embodied herein may not be amended except by an agreement in writing signed by the parties hereto.

20.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

20.3 Further Assurances. Seller and Purchaser each agrees to execute and deliver to the other such further documents or instruments as may be reasonable and necessary in furtherance of the performance of the terms, covenants and conditions of this Agreement. This covenant shall survive the Closing.

20.4 Interpretation. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, limit or expand the scope or content of this Agreement or any provision hereto. If any party to this Agreement is made up of more than one Person, then all such Persons shall be included jointly and severally, event though the defined term for such party is used in the singular in this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Agreement shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out of otherwise eliminated.

20.5 Counterparts. This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all of the parties of this Agreement. Facsimile or other electronic transmission copies shall be deemed originals.

20.6 Non-waiver. No waiver by Seller or Purchaser of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such party. No delay or omission in the exercise of any right or remedy accruing to Seller or Purchaser upon any breach under this Agreement shall impair such right to remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Seller or Purchaser of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained.

20.7 Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provisions of this Agreement or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

20.8 Exhibits. The Exhibits referred in and attached to this Agreement are incorporated herein in full by this reference.

20.9 No Third Party Beneficiary. This Agreement is made solely and specifically between and for the benefit of the parties hereof, and their respective successor and assigns, and no other Person whatsoever shall have the rights, interest, or claims hereunder or be entitled to any

benefits under or on account of this Agreement as a third party beneficiary or otherwise.

20.10 Business Days. If any date provided for in this Agreement shall fall on a day which is not a Business Day, the date provided for shall be deemed to refer to the next Business Day.

20.11. No Personal Liability of Officers or Directors of Seller. Purchaser acknowledges that this Agreement is entered into by a limited liability company as Seller and Purchaser agrees that no individual officer, member or representative of Seller shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement.

20.12 No Personal Liability of Officers or Directors of Purchaser. Seller acknowledges that this Agreement is entered into by a corporation as Purchaser and Seller agrees no individual officer or director or representative of Purchaser shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement.

20.13 Effective Date. If this Agreement is not executed by and delivered to all parties to it on or before _____, 2005, at 4:00 p.m. local time, this Agreement shall, after that time, be null and void and of no further force and effect and neither party shall have any obligations hereunder. For purposes of calculation of all time periods within which Seller or Purchaser must act or respond as herein described, all phrases such as "the date of this Agreement", "the date of execution of this Agreement" or any other like phrase referring to the date of the Agreement, shall mean and refer to the "Effective Date" of this Agreement.

20.14 Radon Disclosure. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(8), Florida Statutes.

20.15 Waiver of Trial by Jury. SELLER AND PURCHASER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION THEREWITH.

20.16 No Negotiation With Other Persons. Seller agrees not to contract to sell or enter into negotiations for the sale of the Property to any person or entity other than Purchaser for so long as this Agreement is in effect.

20.17 Mold Disclosure. Mold is naturally occurring and may cause health risks or damage to property. If Purchaser is concerned or desires additional information regarding mold, Purchaser should contact an appropriate professional.

20.18 Tennis Court Parcel. Seller has the option of retaining two lots on the canal where

the north tennis court is situated, which shall measure 88'x100'. In the event that these two lots cannot be included in Purchaser's plat, Purchaser shall designate two interior lots in lieu of the two "north tennis court lots." This provision is severable from the contract.

20.19 As Is Where Is. Except as set forth in this Agreement, Purchaser accepts the physical state of the Property "as is where is."

20.20 Assignment. Purchaser may assign its rights under this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed, as of the day and year first above written.

WITNESSES:

SELLER:

Donald McBrayer
Donald McBrayer

Date: _____

Marty Stevens

Date: _____

Lois Stevens

Date: _____

PURCHASER:

ZARGARAN INVESTMENTS LLC
a Florida Limited Liability Company

By: _____

Ali R. Zargaran, Member Manager

Date: 8/22/05

ESCROW AGENT:

SCHECTER LAW, P.A.

By: _____

Name: Jonathan Mark Schickel

Title: President

Date: 8/22/05

EXHIBIT "A"

Legal Description

EXHIBIT A

Legal Description of Blue Heron Golf & Country Club Golf Course Parcel

A parcel of land lying in and being a portion of Sections 22 and 27, Township 37 South, Range 35 East, Okeechobee County, Florida; said parcel being more particularly described as follows: Commencing at the Northeast corner of said Section 27, thence South $01^{\circ}25'40''$ West along the Easterly line of said Section 27 a distance of 2194.75 feet to the Northeasterly corner of the plat of Blue Heron Golf & Country Club Phase 1 as recorded in Plat Book 6 Pages 50 & 51 of the public records of Okeechobee County, Florida; thence North $88^{\circ}34'20''$ West along the Northerly line of said Phase 1 a distance of 85.00 feet; thence North $01^{\circ}25'40''$ East along a Easterly line of said Phase 1, a distance of 32.50 feet; thence North $55^{\circ}18'15''$ West along a Northerly line of said Phase 1, a distance of 184.42 feet to a point on a curve concave to the Northwest, said curve having a radius of 50.00 feet, a line radial to said curve through said point on curve bears North $55^{\circ}18'15''$ West, said point being the POINT OF BEGINNING of the parcel herein described; thence Northwest along the arc of said curve through a central angle of $33^{\circ}16'05''$, a distance of 29.03 feet; thence North $76^{\circ}30'20''$ East, a distance of 151.10 feet to a point on the West line of the East 95.00 feet of said Section 27; thence North $01^{\circ}25'40''$ East parallel with the East line of said Section 27, a distance of 255.75 feet; thence North $69^{\circ}40'04''$ West, a distance of 154.32 feet to a point on the West line of the East 241.00 feet of said Section 27; thence North $01^{\circ}25'40''$ East parallel to the Easterly line of said Section 27, a distance of 1397.00 feet; thence South $88^{\circ}34'20''$ East, a distance of 146.00 feet to a point on the West line of the East 95.00 feet of said Section 27; thence North $01^{\circ}25'40''$ East parallel with the East line of said Section 27, a distance of 50.00 feet to a point on the South line of the North 241.00 feet of said Section 27; thence North $89^{\circ}10'06''$ West parallel with the North line of said Section 27, a distance of 1055.00 feet to the point of curvature of a curve to the left and concave to the Southeast, said curve having a radius of 50 feet; thence run Westerly and Southerly along the arc of said curve through a central angle of $90^{\circ}10'31''$, an arc distance of 78.69 feet; thence South $00^{\circ}39'23''$ West, a distance of 56.01 feet; thence South $23^{\circ}07'02''$ East, a distance of 471.05 feet; thence South $01^{\circ}25'42''$ West, a distance of 427.78 feet to the point of curvature of a curve to the right and concave to the North, said curve having a radius of having 310.00 feet; thence running Southerly, Westerly and Northerly along the arc of said curve through a central angle of $160^{\circ}33'22''$, an arc distance of 868.69 feet; thence North $18^{\circ}00'58''$ West, a distance of 414.29 feet; thence South $66^{\circ}52'58''$ West, a distance of 87.72 feet; thence North $50^{\circ}26'13''$ West, a distance of 171.28 feet to the point of curvature of a curve to the right and concave to the East, said curve having a radius of 150.00 feet; thence run Northerly and Easterly along the arc of said curve through a central angle of $117^{\circ}19'11''$, an arc distance of 307.14 feet; thence North $66^{\circ}52'58''$ East, a distance of 562.65 feet to a point on a curve concave to the East, said curve having a radius of 235.00 feet, a line radial to said curve through said point on curve bears North $86^{\circ}44'20''$ East; thence run Northerly along the arc of said curve through a central angle of $03^{\circ}55'03''$, an arc distance of 18.07 feet; thence North $00^{\circ}39'23''$ East parallel with the East line of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of said Section 22, a distance of 48.10 feet; thence North $89^{\circ}20'37''$ West, a distance of 148.00 feet; thence North $00^{\circ}39'23''$ East, along the Southerly extension (into said Section 27) of, and along, the West line of the East 241.00 feet of the

EXHIBIT A (CONTINUED)

West ¼ of the East ¼ of said Section 22, a distance of 1583.05 feet to the point of curvature of a curve to the left and concave to the Southwest, said curve having a radius of 50.00 feet; thence running Northerly and Westerly along the arc of said curve through a central angle of 89°50'22", an arc distance of 78.40 feet; thence North 89°10'59" West, a distance of 307.57 feet; thence South 00°25'16" West, a distance of 391.71 feet to the point of curvature of a curve to the right and concave to the West, said curve having a radius of 170.00 feet; thence run Southerly along the arc of said curve through a central angle of 13°40'54", an arc distance of 40.59 feet; thence leaving said curve on a non-tangent line run South 32°04'19" East, a distance of 112.14 feet; thence South 00°25'16" West, a distance of 104.82 feet to the point of curvature of a curve to the right and concave to the Northwest, said curve having a radius of 75.00 feet; thence run Southerly and Westerly along the arc of said curve through a central angle of 90°24'48", an arc distance of 118.35 feet; thence North 89°09'56" West, a distance of 94.48 feet to the Northeast corner of the plat entitled Blue Heron Golf & Country Club Phase 4A as recorded in Plat Book 6 Pages 88 & 89 of the public records Okeechobee County, Florida; the next six courses run along the boundary of said plat of Blue Heron Golf & Country Club Phase 4A, thence South 11°29'12" East, a distance of 277.38 feet to a point of curvature of a curve to the right and concave to the Northwest, said curve having a radius of 75.00 feet; thence Northwesterly along the arc of said curve through a central angle of 102°19'16", an arc distance of 133.94 feet; thence North 89°09'56" West, a distance of 186.85 feet; thence South 14°19'14" West, a distance of 277.03 feet to a point of curvature of a curve to the right and concave to the Northwest, said curve having a radius of 75.00 feet; thence Northwesterly along the arc of said curve through a central angle of 105°09'18", an arc distance of 137.65 feet; thence North 69°09'56" West, a distance of 701.98 feet to the East right-of-way line of NE 9th Avenue; the next five calls run along the Easterly and then Northerly right-of-way line of NE 9th Avenue thence South 00°11'29" West along said right-of-way line, a distance of 363.43 feet; thence continue South 00°11'29" West along said right-of-way line, a distance of 201.88 feet to a point of curvature of a curve to the left and concave to the Northeast, said curve having a radius of 215.00 feet; thence Southeasterly along the arc of said curve through a central angle of 62°16'48" and along said right-of-way line, an arc distance of 233.67 feet; thence South 62°04'49" East and along said right-of-way line, a distance of 501.30 feet to a point of curvature of a curve to the right and concave to the Southwest, said curve having a radius of 435.00 feet; thence Southeasterly along the arc of said curve through a central angle of 08°58'40" and along said right-of-way line, an arc distance of 52.98 feet to the Southwest corner of Lot 38 of the said plat of Blue Heron Golf & Country Club Phase 1; thence North 71°11'55" East, a distance of 170.23 feet to the Northwesterly corner of said Lot 38, said point being a point of curvature of a non tangent curve to the right, concave to the Southwest, of which the radius point lies South 44°53'12" West, a radial distance of 581.00 feet; thence Southerly along the arc of said curve and along a Northerly line of said plat of Blue Heron Golf & Country Club Phase 1, through a central angle of 51°13'47", a distance of 519.49 feet, to the Northwesterly corner of Lot 116 of the plat entitled Blue Heron Golf & Country Club Phase 2 as recorded in Plat Book 6 Pages 59 & 60 of the public records of Okeechobee County, Florida; the following calls run along the boundary of said plat of Blue Heron Golf & Country Club Phase 2 until noted otherwise, thence South 65°57'50" East, a distance of 591.33 feet to a point of curvature of a curve to the left and concave to the North, said curve having a radius of 194.00 feet; thence Easterly along the arc of said curve through a central angle of 24°10'43", an arc distance of 81.87 feet; thence North 89°51'27" East, a distance of 254.66 feet to a point of curvature of a curve to the left and concave to the North, said curve having a radius of 169.00 feet; thence Easterly along the arc of said curve through a central angle of 37°00'27", an arc distance of 109.16 feet; thence North 52°51'00" East, a distance of 255.65 feet; thence North 01°25'40" East, a distance of 836.58 feet to a point of curvature of a curve to the right and concave to the Southeast, said curve having a radius of 76.00 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00", an arc distance of 117.81 feet; thence South 88°34'20" East, a distance of 212.00 feet to a point of curvature of a curve to the right and concave to the

EXHIBIT A (CONTINUED)

Southwest, said curve having a radius of 75.00 feet; thence Southeasterly along the arc of said curve through a central angle of $90^{\circ}00'00''$, an arc distance of 117.81 feet; thence South $01^{\circ}25'40''$ West, a distance of 851.51 feet to a point of curvature of a curve to the right and concave to the Northwest, said curve having a radius of 331.00 feet; thence Southwesterly along the arc of said curve through a central angle of $51^{\circ}26'20''$, an arc distance of 297.07 feet; thence South $52^{\circ}51'00''$ West, a distance of 270.58 feet to a point of curvature of a curve to the right and concave to the North, said curve having a radius of 531.00 feet; thence westerly along the arc of said curve through a central angle of $37^{\circ}00'27''$, an arc distance of 342.97 feet; thence South $89^{\circ}51'27''$ West, a distance of 254.66 feet to a point of curvature of a curve to the right and concave to the North, said curve having a radius of 556.00 feet; thence westerly along the arc of said curve through a central angle of $24^{\circ}10'43''$, an arc distance of 234.63 feet; thence North $65^{\circ}57'50''$ West, a distance of 518.14 feet to a point of curvature of a curve to the left and concave to the Southeast, said curve having a radius of 35.00 feet; thence Westerly along the arc of said curve through a central angle of $17^{\circ}11'32''$, an arc distance of 10.50 feet to the Southeast corner of Lot 67 of the said plat of Blue Heron Golf & Country Club Phase 1; the following calls run along the boundary of said plat of Blue Heron Golf & Country Club Phase 1 until noted otherwise, thence continous Westerly and Southerly along the arc of said 35.00 feet radius curve through a central angle of $72^{\circ}48'31''$, an arc distance of 44.48 feet; thence South $24^{\circ}02'07''$ West, a distance of 57.01 feet to a point of curvature of a curve to the left and concave to the Northeast, said curve having a radius of 19.00 feet; thence Southerly along the arc of said curve through a central angle of $73^{\circ}24'06''$, an arc distance of 24.34 feet; thence South $49^{\circ}21'59''$ East, a distance of 600.23 feet to a point of curvature of a curve to the left and concave to the North, said curve having a radius of 419.00 feet; thence Easterly along the arc of said curve through a central angle of $57^{\circ}39'25''$, an arc distance of 421.64 feet; thence North $72^{\circ}58'36''$ East, a distance of 477.91 feet; thence North $52^{\circ}50'20''$ East, a distance of 247.55 feet to a point of curvature of a curve to the right and concave to the South, said curve having a radius of 316.00 feet; thence Easterly along the arc of said curve through a central angle of $38^{\circ}37'17''$, an arc distance of 213.01 feet; thence South $88^{\circ}32'23''$ East, a distance of 120.00 feet to a point of curvature of a curve to the left and concave to the Northeast, said curve having a radius of 50.00 feet; thence Northeasterly along the arc of said curve through a central angle of $56^{\circ}45'52''$, an arc distance of 49.54 feet to the POINT OF BEGINNING.

EXHIBIT A (CONTINUED)

Legal Description of Blue Heron Golf & Country Club Marina Parcel

A parcel of land lying in Section 27, Township 37 South, Range 35 East, Okeechobee County, Florida, said parcel being more particularly described as follows; Commencing at the Southeast corner of Lot 14 of the Plat entitled "A REPLAT OF LOTS 1 TO 14 INCLUSIVE OF THE SECOND ADDITION TO OKEECHOBEE ESTATES", as recorded in Plat Book 3, Page 55 of the public records of Okeechobee County, Florida; thence South $00^{\circ}22'24''$ East, along the Westerly right-of-way of Southeast 9th Avenue, a distance of 55.00 feet to the POINT OF BEGINNING of the parcel herein described; thence South $00^{\circ}11'29''$ West, along said right-of-way line, a distance of 224.45 feet to a point on a curve concave to the Northeast, said curve having a radius of 285.00 feet, a line radial to said curve through said point on curve bears North $74^{\circ}33'32''$ East; thence run Southeasterly along the arc of said curve and along said right-of-way line, through a central angle of $48^{\circ}38'21''$, an arc distance of 231.99 feet; thence South $62^{\circ}04'49''$ East, along said right-of-way line, a distance of 501.30 feet to the Northwesterly corner of Lot 1 of the Plat entitled "BLUE HERON GOLF AND COUNTRY CLUB, PHASE 1", as recorded in Plat Book 6, Pages 50 & 51 of the public records of Okeechobee County, Florida; thence South $27^{\circ}55'11''$ West, along the Westerly line of said Lot 1, a distance of 213.15 feet to the Southwesterly corner of said Lot 1; (The next 12 courses run along the waters edge of Taylor Creek); thence North $34^{\circ}58'02''$ West, a distance of 285.54 feet; thence North $74^{\circ}41'39''$ West, a distance of 11.59 feet; thence North $43^{\circ}19'20''$ West, a distance of 74.55 feet; thence North $41^{\circ}31'01''$ West, a distance of 91.28 feet; thence North $62^{\circ}06'12''$ West, a distance of 185.53 feet; thence North $71^{\circ}32'00''$ West, a distance of 67.11 feet; thence North $58^{\circ}17'23''$ West, a distance of 65.40 feet; thence North $21^{\circ}48'02''$ West, a distance of 41.11 feet; thence North $24^{\circ}54'30''$ West, a distance of 50.80 feet; thence North $14^{\circ}26'57''$ East, a distance of 79.16 feet; thence North $17^{\circ}01'38''$ East, a distance of 88.89 feet; thence North $11^{\circ}53'20''$ West, a distance of 59.81 feet; thence leaving the waters edge of Taylor Creek, South $89^{\circ}37'38''$ East, a distance of 92.00 feet to the POINT OF BEGINNING.