

2.2.2 Balance. The balance of the Purchase Price, as adjusted by any Increase or Decrease or pursuant to other provisions of this agreement, shall be paid at the Closing, to Escrow Agent by locally drawn cashier's check or wire transfer of funds, for delivery to Seller at closing.

2.3 Allocation of Purchase Price. Buyer and Seller shall allocate the Purchase Price, between the Premises and the Personal Property as recommended by Buyers accountant. The allocation shall be provided within (30) days of this Agreement and shall be attached as Exhibit "C" ("Allocation").

3 CLOSING

3.1 Subject to the provisions of this Agreement, Buyer and Seller shall close this transaction, (the "Closing") on or before **sixty (60)** days following the end of the Due Diligence Date of the Purchase and Sale Agreement, (such date, or any date to which such date may be extended pursuant to the provisions of this Agreement or by the parties, is the "Closing Date"); commencing at 10:00 a.m. in Orlando, Florida or at such other place as shall be mutually agreed upon by Seller and Buyer.

4 FINANCING

4.1 Buyer will pay cash for the Property with no financing contingency, other than provided by Seller.

4.2 This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approvals(s) in the amount: **\$ xxxxxxxxxxxxxxxxx** (the "Financing") with 5 days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever occurs first) ("The Financing Period"). Buyer will apply for Financing with days for Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contact and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties

5 SELLER'S OBLIGATION

5.1 Seller represents and warrants that there are currently no defaults by the terms of any agreement necessary for the operation of the Property nor are there any offsets or credits due any party. Seller shall maintain the Property in good working condition up to the date of closing and shall perform any repair, maintenance or replacement of the Property and improvements as may be required.

6 SELLER'S DELIVERIES PRIOR TO CLOSING

6.1.1 Within five (5) days of the Effective Date of this Contract, Seller shall provide to Buyer copies of any existing title insurance policies, surveys, financial statements for **2007, 2008** and **2009** and others as available, tax returns for **2005, 2006** and current rent rolls, licenses, leases, service contracts, warranties, employment leasing agreements, or any other documentation (the "Records") effecting the ownership and operation of the Property.

6.2 Buyer's Review. Buyer shall have fifteen days (15) days after receipt to accept or reject certain leases, service Agreements or other agreements which Seller may by the term of such agreement have the right to terminate. Buyer shall advise Seller if it is not accepting any of the agreements and Seller shall use its best efforts to terminate those agreements prior to the anticipated Closing Date. Any costs associated with the termination of any agreement will be borne by Seller.

6.3 Seller's Accounting. Seller shall provide an accounting for any amounts which are due and any credits or other financial matters which might effect of any of the above documents.

6.4 Inventory. Within fourteen (14) days of the effective date Seller shall provide to Buyer an inventory of all

personal property, (including furniture, equipment etc.) used in the operation of the Property. A copy of the Inventory shall be attached to and made part of this Agreement. Buyer or its agent may be present during the inventory. Buyer has the right to confirm the existence of all inventory items during the Due Diligence Period, and up to closing date.

7 SELLER'S DELIVERIES AT CLOSING

- 7.1 All Seller documents shall be delivered to Buyer's attorney at least 10 days prior to Closing Date for review, and are subject to approval by that attorney. At the Closing, the Seller shall do, deliver or cause the following:
- 7.1.1 Deed. Seller shall execute, acknowledge and deliver to Buyer, a Florida general warranty deed of the Properties (the "Deed") in the form acceptable to Buyer's attorney and in compliance with the title standard specified in this agreement.
- 7.1.2 Other Documents. Seller will also execute and deliver (1) a Bill of Sale; (2) an Assignment of Transferable Permits, Equipment Leases and Service Agreements, which do not require third party consent to transfer; (3) an assignment of all of Seller's right to all Property, Leases and security deposits; (4) the originals of all Permits, Service Agreements, Leases, and Equipment Leases, together with estoppels certificates and consents from any third parties as may reasonably be requested by Buyer. Seller represents that all such Permits/Agreements are fully transferable without cost to Buyer. If costs are required then Seller shall pay all costs of transfer prior to closing.
- 7.1.3 Affidavits. Seller shall execute and deliver such affidavits or indemnities, non-foreign certification and tax information, as the Title Insurance Company shall reasonably require.
- 7.1.4 Possession. Seller shall deliver possession of the Property in the condition required by this Agreement with all keys, passwords, security systems including, keys to and possession of any safe.
- 7.1.5 Certain Warranties. To the extent in Seller's possession, deliver the originals or copies of all written warranties relating to the Property. Seller shall include all assignable warranties in an Assignment and Assumption Agreement.

8 BUYER'S DELIVERIES AT CLOSING

- 8.1 At the Closing the Buyer shall do or deliver the following:
- 8.1.1 Balance of the Purchase Price. Buyer shall deliver to the Escrow Agent the balance of the Purchase Price, as adjusted.
- 8.1.2 Documents. Buyer shall execute and deliver to Seller an Assumption of all permits, Agreements and leases assigned by Seller and such other documents as may be reasonably necessary for the consummation of the transactions provided for in this Agreement.
- 8.1.3 Authority. Buyer shall deliver such evidence of its authority to perform its obligations under this Agreement, as Seller shall reasonably require.

9 TITLE

- 9.1 State of Title. Seller shall convey title to the Real Property by Warranty Deed, transferring good and clear record title, free and clear of all liens and other encumbrances other than real property taxes for 2009 and easements of record. Seller shall convey title to the Personal Property by the Bill of Sale free and clear of all liens and encumbrances.
- 9.2 Title Objections. At Seller's expense, Seller shall within fifteen (15) days of the effective date, obtain from Escrow/Closing Agent a Title Commitment from a national title company, together with copies of all matters

referred to in the commitment. Buyer shall undertake examination of title to the Premises and Personal Property and survey of the Premises (the "Survey"), as it deems necessary during the Due Diligence Period. All investigation as to the Premises by Buyer during the Due Diligence Period or otherwise shall be at the Buyer's sole expense. Buyer shall submit to Seller by the Notification Date any objections that Buyer may have to the state of title to the Premises and Personal Property that exist as of such date (the "Title Objections"). Seller shall, prior to the Closing Date, use due diligence to cure any such Title Objections within 60 days of notice of such objections. Buyer shall be deemed to have accepted any matter of title to the Premises and Personal Property existing as of the Notification Date that is not included as a Title Objection.

9.3 Buyer's Election to Accept Title. Buyer shall have the option, at either the original or extended Closing Date, to accept such title, conveyance and possession as Seller can deliver to the Property in its then condition and to pay the Purchase Price less the estimated costs to cure such title defect or condition, in which case Seller shall give such title, make such conveyance and deliver such possession.

10 ADJUSTMENTS

10.1 Adjustments. The following matters shall be adjusted as of the Closing Date (the "Adjustment Time") and the net amount thereof shall be added (the "Increase") or deducted (the "Decrease") from the Purchase Price as the case may be:

10.1.1 Taxes. All real estate taxes, personal property ad valorem taxes, room, sales or use taxes, howsoever designated, betterment assessments and any other charges levied or imposed upon all or any portion of the Property (collectively, "Taxes") shall be prorated. If the amount of Taxes assessed against the Property is not known at the Closing, then the Taxes shall be apportioned on the basis of the Taxes assessed for the preceding year, with a reapportionment as soon as the next tax rate and valuation can be ascertained; provided that if the parties can estimate an amount which is likely to be more accurate than the preceding year's Taxes, then such estimated amount shall be used as the basis for the tentative apportionment (subject to reapportionment).

10.1.2 Utilities. Seller and Buyer shall make necessary arrangement for discontinuance and commencement of utility services, including, electric, gas, cable and telephone service, on the Closing Date. All unapplied utility deposits of the Seller shall be returned to Seller (or upon transfer or credit to Buyer they shall be an Increase). Final meter readings shall be made at the Adjustment Time. In the event that actual final adjustments cannot be made on the Closing Date, estimated adjustments based on the charge for such service for the preceding year shall be made and shall be re-adjusted when actual final adjustments are available.

10.1.3 Permits, Equipment Leases and Service Agreements. Charges, credits under transferred Permits, Equipment Leases, Property Leases, if any, and Service Agreements (or permitted renewals or replacements thereof) shall be prorated among the parties.

10.1.4 Other Customarily Adjusted Items. Other items of income and expense (including without limitation prepaid items of Seller) as are customarily adjusted upon the sale of a business similar to the business conducted on the Property shall be adjusted at closing. All accounts payable of the Property as of the Closing Date, except as otherwise provided by this Agreement, shall be Seller's obligation which obligation shall survive the Closing.

10.2 Closing Costs

10.2.1 Seller Costs. Seller will pay taxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens; title evidence (if applicable).

10.2.2 Buyer Costs. Buyer will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simultaneous issue rate; inspections; survey and sketch; insurance.

Title Evidence and Insurance. Seller will provide owner's title insurance commitment as title evidence. Buyer will select the title agent. Seller will pay for the owner's title policy, search, examination and related charges. Each party will pay its own closing fees. ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, shall provide the Title Insurance and act as Closing Agent in this transaction.

10.2.3 Prorations. The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

10.2.4 Tax Withholding. Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

11 ESCROW OF DEPOSIT, DEFAULT AND DAMAGES

11.1 Escrow of Deposit. The Deposit shall be held in escrow by the Escrow Agent pursuant to the terms of this Agreement and the Escrow Agreement (if one exists). If Buyer elects to terminate this Agreement prior to 5:00 p.m. Orlando, Florida local time on the Notification Date the entire Deposit and accrued interest shall be paid by the Escrow Agent to Buyer. If the Closing shall occur, the Deposit shall be credited on behalf of Buyer towards the Purchase Price.

11.2 Default by Buyer. If the Buyer shall fail to close this transaction, (without terminating the Agreement as allowed), then as Seller's sole remedy for such default, upon written notice of termination from Seller to Buyer, the escrow and this Agreement shall terminate (except for this section and each of the other sections which expressly survive termination of this Agreement) and the Escrow Agent shall disburse any funds deposited in the escrow plus accrued interest to the Seller, as agreed upon liquidated damages.

Seller acknowledges and agrees that the Deposit bears a reasonable relationship to the damages which the parties estimate may be suffered by Seller by reason of failure of the Closing to occur as a result of Buyer's default, under the circumstances existing at the time this Agreement was made. Seller further acknowledges and agrees that Seller has fully considered the provisions of this section and has consulted with Seller's counsel. Seller shall have no other remedy at law or in equity with respect to any default by Buyer including, without limitation, any right to other damages, such as consequential, special, or punitive damages.

11.3 Default by Seller. If Seller shall default in the performance of its obligations under this Agreement or fails to close this transaction (except due to an inability to cure title defects), then Buyer shall have the right to terminate this Agreement and receive the Deposit plus all accrued interest without thereby waiving its right to bring an action for specific performance of this Agreement. Other than Buyer's right to the return of such Deposit plus all accrued interest thereon and for specific performance, Buyer shall have no other remedy at law or in equity, including, without limitation, any right to other damages, such as consequential or special or punitive damages.

12 CASUALTY & CONDEMNATION

12.1 If prior to the Closing the Property shall have been damaged by fire or other casualty or a portion of the Property is taken by condemnation or eminent domain proceedings and which casualty or condemnation, in Buyer's reasonable opinion, is such that more than \$50,000.00 would be reasonably required to repair or restore the Property following such casualty or compensate for the portion of the Property taken by such condemnation, then Buyer shall have the right, at Buyer's option, to terminate this Agreement by notice to Seller of Buyer's exercise of such right, in which event the Deposit shall be returned to Buyer and all further rights and obligations of the parties under this Agreement shall terminate other than those provisions that by their terms survive.

However, if Buyer does not elect to terminate this Agreement by reason of such casualty or condemnation,

or if such casualty or condemnation in Buyer's reasonable opinion is such that **\$50,000.00** or less would be reasonably required to repair or restore the Property following such casualty or condemnation, then conveyance of the Property shall be made and the Purchase Price therefore shall be adjusted, in favor of Buyer, by the amount, in the reasonable opinion of a licensed General Building contractor of Buyer's choosing, necessary to repair or restore the Property following such casualty or condemnation for the portion of the Property taken by such condemnation. After closing Seller shall be entitled to collect all amounts recovered or recoverable on account of insurance maintained by Seller on the Property, or condemnation awards paid or payable by reason of such taking up to the amount of the credit extended to Buyer. Buyer shall execute such agreements and do such acts, at Seller's sole cost and expense, as Seller shall reasonably require to assure further to Seller its rights pursuant to the preceding sentence.

13 DUE DILIGENCE & TERMINATION

13.1 Due Diligence Period. For a period of **sixty (60 days)** following the last date a party signs this Agreement or initials any changes to it (the "Due Diligence Period"), Buyer shall have the right as provided in this Section to inspect and investigate the Property. Buyer shall also have the right following the Due Diligence Period to inspect and investigate the Property; however, no contingency or other termination right shall inure to Buyer as a result of any inspection or investigation that occurs after the Due Diligence Period.

13.2 Entry and Inspection. During the Due Diligence Period, the Buyer and his own invitees and agents shall have the right to enter upon and make all inspections and investigations of the condition and all other respects of the Property which it may deem necessary or desirable to determine whether or not the same is satisfactory to Buyer in his sole discretion including, but not limited to, information regarding soil borings, percolation tests, engineering and topographical studies, environmental studies, inventories, financial information, accounting records and investigations of zoning and land use restrictions applicable thereto. All such inspections, investigations and examinations shall be undertaken at Buyer's sole cost and expense and Buyer (i) shall restore the Property to its condition prior to said access and investigations, reasonable wear and tear excepted; (ii) shall indemnify and hold Seller and its assigns harmless from all loss, cost or damage, direct or indirect, including reasonable counsel fees, arising from the exercise of said access; (iii) shall keep confidential and not disclose the results of any such investigation to any third party other than with Seller's express written permission; or unless mandated by applicable law or ordered to disclose the same by a court of competent jurisdiction; however, Buyer may, without Seller's consent, disclose the results of any such investigation to its investors, lenders or third party professionals, as long as such disclosure is conditioned upon the adherence of any such investor, lender or third party professional to the foregoing confidentiality and disclosure standards, (iv) shall undertake any such inspections and examinations so as not to interfere or disrupt any of the Seller's business operations at the Property during the Due Diligence Period or thereafter; and (v) shall notify Seller three days prior to any subsoil or Improvements invasive testing and shall permit Seller's agents or contractors to be present during such testing.

13.3 Buyer's Right to Terminate Prior to End of Due Diligence Period. Buyer may, at its sole option, terminate this Agreement by written notice to Seller on or before 5:00 p.m. **Orlando, Florida** local time on the last day of the Due Diligence Period or any extension thereof (the "Notification Date") for any reason, whatsoever. Unless, by the end of the Due Diligence Period, Buyer notifies Seller that Buyer intends to close on the Agreement and deposits the Additional Deposit, (if required), then this Agreement shall terminate and the parties shall be relieved of any and all obligations set forth in this Agreement other than those provisions that by their terms survive.

13.4 Refund of Deposit. In the event that this Agreement terminates pursuant to the above Section the Deposit plus interest shall be refunded to Buyer and this Agreement shall thereafter be void. Buyer and Seller shall be relieved of any and all obligations set forth in this Agreement other than those provisions that by their terms survive. In the event Buyer fails to terminate this Agreement in accordance with the above Section then the Deposit shall be applied to the purchase price at closing.

14 REPRESENTATIONS & WARRANTIES

- 14.1 Property Condition. Seller represents and warrants that as of closing date all building components, improvements, equipment, systems, fixtures and personal property of any kind, shall be in good working order. Seller shall be responsible for the cost of maintaining all of the above in good working order, including repair or replacement of same up to the date of closing.
- 14.2 Environmental Matters. Seller warrants and represents to buyer that there are no claims pending or threatened against Seller of any kind or nature resulting from or in any way connected with the environmental condition of the Property, including any and all claims against Seller under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), or any other federal, state, or local law, ordinance, or regulation whether now in existence or hereafter enacted by any or administrative body pertaining to the release of hazardous substances into the environment from at or around the Property. There are no conditions on or about the property and surrounding areas that could give rise to such claims.
- Radon Gas. Radon gas 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 the county public health unit in which the Premises are located. THIS NOTICE IS GIVEN PURSUANT TO SECTION 404.056 (7), FLORIDA STATUTES.
- 14.3 Authority. Seller is a corporation duly organized, and is validly existing under the laws of the State of Florida or has authority to operate in the State. Seller has full power and authority to enter into and perform its obligations under this Agreement and the transactions contemplated herein. The execution, delivery and performance of this Agreement and the transactions contemplated herein by Seller have been duly authorized by all necessary actions, are valid and binding and do not, and will not, violate or conflict with the provisions of Seller's organizational documents or any other agreement by Seller.
- 14.4 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that as of the date hereof and as of the Closing Date that:
- 14.4.1 there is no arbitration, suit or administrative proceeding pending or, to Seller's actual knowledge, threatened against Seller that could have a material adverse affect on either or both of the property or Seller's ability to perform its obligations under this Agreement;
- 14.4.2 there is no breach or default by any party to any agreements being assigned by Sellers;
- 14.4.3 there is no pending or threatened condemnation, expropriation, eminent domain or similar proceeding affecting all or any part of the Property, and Seller has not received any written notice of any of the same; and
- 14.4.4 Seller has not entered into any agreement to sell, transfer, mortgage, lease or grant any preferential right to purchase (including, but not limited to any option, right of first refusal or right of first negotiation) with respect to, or otherwise dispose of or encumber all or any portion of, the property, **other than the rights of tenants to occupy the apartments at the property.**
- 14.5 General Representations and Warranties. In addition to the foregoing Seller further represents warrants as follows that:
- 14.5.1 Seller's title to the property is or will be at the time of closing marketable, free and clear of any liens or encumbrances as except as may be noted as permitted exceptions;
- 14.5.2 Seller has timely filed all reports and returns for taxes required to be filed by any governmental entity and had timely withheld collected and paid for such taxes or other charges as may be due. There are no tax liens upon the property or any special charges, levies, liens or penalties that might create an encumbrance on the property or could become payable by Seller or Buyer following the notification date;

- 14.5.3 there are no obligations nor liabilities, which may now or in the future impair Buyers right to use or control the property;
- 14.5.4 there are no violations of any building zoning land use law or regulation concerning the property including but not limited to requirements of The Americans with Disabilities Act;
- 14.5.5 all improvements and all systems or components thereof located on the property are in good and sound condition and repair;
- 14.5.6 there is no asbestos or other environmental hazard on the property, nor are there any termites or wood destroying organisms; and
- 14.5.7 all books, records, operating statements and other materials to be made available to Buyer pursuant to the terms of this agreement are true and accurate.

14.6 Survival. Seller's representations and warranties contained in this Agreement shall survive the Closing.

14.7 Buyers Representations and Warranty. Buyer hereby represents and warrants to Seller that as of the date hereof and as of the Closing Date:

14.7.1 Authority. Buyer has full power and authority to enter into and perform its obligations under this Agreement and the transactions contemplated herein. This Agreement, upon its execution and delivery by Buyer and Seller, constitutes a legal, valid and binding obligation of Buyer enforceable in accordance with its terms.

14.7.2 Litigation. There are no actions or proceedings pending to liquidate, place in bankruptcy, appoint a receiver for, or dissolve Buyer, nor any suit or administrative proceeding pending or threatened in writing against Buyer that could have a material adverse affect on Buyer's ability to perform its obligations under this Agreement.

14.7.3 Third Party Agreements. Buyer is not a party to or bound by any agreement or other obligation that is breached by Buyer's entering into this Agreement or will be breached by Buyer's performance under this Agreement.

15 ACTIONS PENDING CLOSING

15.1 Between the date of this Agreement and the Closing Date, and as a condition to the Closing, Seller shall do as follows (except as otherwise provided for herein):

15.1.1 Agreements. Seller will not, without the prior written consent of Buyer enter into any Lease, new Service Agreement or Equipment Lease that extends beyond the Closing Date, or renew any existing Service Agreement or Equipment Lease for a period beyond the Closing Date, without the prior written consent of Buyer.

15.1.2 Maintenance of Property. Subject to and in accordance with the provisions of this Agreement, Seller shall maintain the Property (or cause the Property to be maintained), in substantially the condition of the Property at the expiration of the Due Diligence Period. Subject to such sections, Seller shall make any and all repairs and replacements to the Property reasonably required to deliver the Property at the Closing in substantially the condition that the Property is in at the expiration of the Due Diligence Period, subject to normal wear and tear, and any casualty or condemnation as provided in this Agreement.

15.1.3 Insurance. Seller shall maintain its existing insurance coverage on the Property.

15.1.4 Operation of Buildings. Between the effective date of this agreement and closing of the sale Seller will continue to maintain and operate the property in the same manner as currently maintained and operated. Seller shall use its best efforts to preserve the present business organization intact including existing

services, employees and business relationships. Seller shall not increase any compensation to any agent or employee, or create additional debt or liability on behalf of the **office, shopping center or apartment complex**. (**select correct property type**) Seller shall not enter into any transaction, take any action, or fail to take any action, as may be required which would result in or cause any of the representations, warranties or covenants contained in this agreement not to be true and complete as of the closing date.

16 BROKERAGE WARRANTY

16.1 Except as specifically set forth in this section, Seller and Buyer each represent and warrant to the other that neither has employed, retained or consulted any broker, agent or finder in carrying on the negotiations in connection with this Agreement or the purchase and sale referred to herein, and Seller and Buyer shall each indemnify and hold the other harmless from and against any and all claims, demands, causes of action, debts, liabilities, judgments and damages (including costs and reasonable attorneys' fees incurred in connection with the enforcement of this indemnity) which may be asserted or recovered against the indemnified party on account of any brokerage fee, commission or other compensation arising by reason of the indemnitor's breach of this representation and warranty. This section shall survive the closing or any termination of this Agreement.

16.2 Buyer and Seller acknowledge that the only Broker(s) involved in this transaction are: The Far Points Group, Inc. and Matthew Realty. Seller shall be responsible for a real estate commission of **(5%)** of purchase price, which will be shared equally between the brokers and will be paid in cash at closing.

17 INDEMNIFICATION

17.1 Buyer's Indemnity. Buyer hereby agrees to indemnify and hold Seller harmless from and against any liability, suits, cost, expenses or damages (including reasonable attorneys' fees) proximately caused by Buyer's breach of any warranty, representation or any provision of this Agreement that survives the Closing or the claims of third parties, including any governmental agency arising out of Buyer's ownership of **office, shopping center or apartment complex** (**select correct property type**) which accrue from and after the Closing Date. This provision shall survive the Closing.

17.2 Seller's Indemnity. Seller hereby agrees to indemnify and hold Buyer harmless from and against any liability, suits, cost, expenses or damages (including reasonable attorneys' fees) proximately caused by Seller's breach of any warranty, representation or any provision of this Agreement that survives the Closing; or for any claims of third parties, including any governmental agency arising out of Seller's ownership of **office, shopping center or apartment complex**. (**select correct property type**) which accrue prior or up through the date of Closing. The provisions of this Section shall survive the Closing.

18 CONFIDENTIALITY

18.1 The Seller shall make no use of, shall not disclose and shall take all reasonable steps to prevent the disclosure of any and all Confidential Information for a period of ten years from the date hereof. The terms "Confidential Information" shall include: the business methods and practices, market data, customer lists, financial statements, business projections and plan, engineering data and plans, (including facilities, plant equipment, software, hardware, technical information, designs or processes), and know-how and trade secrets of the parties.

19 DISPUTE RESOLUTION

19.1 This Agreement will be construed under Florida law without regard to its conflict of law provisions. All controversies, claims, and other matters in question between the parties arising out of or relating to this Agreement or its breach will be settled as follows:

19.1.1 Disputes Concerning Entitlement To Deposits Made And Agreed To Be Made. Buyer and Seller will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice

of arbitration, a Florida court or the Florida Real Estate Commission. Buyer and Seller will be bound by any resulting settlement or order.

19.1.2 All Other Disputes. Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Agreement terms or award any remedy not provided for in this Agreement. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 16 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

19.1.3 Mediation & Arbitration Expenses. "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Mediation Association or an other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the American Arbitration Association or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs, and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration.

20 MISCELLANEOUS PROVISIONS

20.1 Notices. All notices, requests and other communications hereunder shall be made in writing and delivered in hand or mailed by registered or certified first-class mail, postage prepaid, return receipt requested, or sent by commercial overnight courier delivery service, charges prepaid, or sent by facsimile machine or hand delivery, confirmed by letter addressed as follows:

If to the Buyer:

International:

United States:

XXXXXXXXXXXX.
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

or at such other address for notice as the Buyer shall last have furnished in writing to the person giving the notice;

If to the Seller:

XXXXXXXXXXXX.
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

: or at such other address for notice as the Seller shall last have furnished in writing to the person giving the notice. Any notice shall be deemed effective: upon receipt by facsimile machine or hand delivery; the next business day after sending if sent by overnight courier; or two business days after sending if sent by postal service

If to the Title Company:

XXXXXXXXXXXXX.
XXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXXXXXXXXX

- 20.2 Waivers. No delay or omission by any party to exercise any right accruing upon any failure of performance by the other party under this Agreement shall impair any such right or be construed as a waiver. A waiver by any party of any of the terms, to be performed by the other party must be in writing signed by the party charged and shall not be construed to be a waiver of any succeeding breach or of any other term of the Agreement.
- 20.3 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original. To expedite matters a copy or facsimile signature shall be binding for purposes of signing this Agreement.
- 20.4 Partial Invalidity. If any term of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected.
- 20.5 Effective Date. The effective date shall be the date the last party to this Agreement signs it or initials any changes. **Time is of the essence for all provisions of this Agreement.** All time periods will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any is deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.
- 20.51 Survey. Within 15 days of the Effective Date of this Contract, Seller will, and at Seller's expense, have the Property surveyed and deliver an ALTA/ACSM land title survey of the ("Properties") to Purchaser, prepared by a qualified registered surveyor in the state of Florida. Within 5 days from receipt of survey, but no later than 20 days from the date of closing, deliver written notice to Buyer of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (9) above.
- 20.6 Assignability & Persons Bound. Buyer may assign this Agreement without Seller's consent. The terms "Buyer," "Seller," and "Broker" may be singular or plural. This Agreement is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of Buyer, Seller and Broker.
- 20.7 Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing, or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract by written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.
- 20.8. Complete Agreement: This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party

to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, so all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records

20.9 Exchange: Buyer or Seller may be participating in an Internal Revenue Code Section 1031 Tax Free Exchange transaction. Each party will cooperate with the other to allow the party who is participating in such a transaction to successfully conclude the transaction. Such cooperation shall include execution of such documentation as may be reasonably required by any intermediary who is engaged by either of the parties for purposes of concluding a Section 1031 transaction. Participation and cooperation in such a transaction shall not result in added cost or expense to either of the parties and any intermediary fees shall be paid for by the party who is engaging in the Section 1031 transaction

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

Buyer

Seller

XXXXXXXXXXXX and or Assigns

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

By: _____

By: _____

Mr. xxxxxxxxxxxxxxxxxxxxxxx

Print Name: _____

Date: _____

Date: _____

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