

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made as of the 13 day of December, 2023 (the "Effective Date"), between **COAST TO COAST INVESTMENT PROPERTIES, LLC**, a Florida limited liability company (together, the "Seller"), and **SIDLYD INVESTMENTS, LLC**, a Florida limited liability company (the "Buyer").

Background

Buyer wishes to purchase certain vacant property located on NW Pine Trail Circle, Port St. Lucie, Florida, consisting of approximately 2.21 acres of land, having Parcel ID: 3417-501-0006-000-9, and as more particularly described on **Exhibit "A"** attached hereto, together with (i) all appurtenant easements for ingress, egress and utilities, and other appurtenances thereto; and (ii) all permits, development rights and approvals, concurrency reservations, deposits, credits, petroleum and mineral interests and royalties, water rights and other intangibles owned or utilized by or for the benefit of Seller in connection therewith (collectively, the "Property"). After completion of Buyer's survey of the Property, and Seller's review and approval of same, which approval will not be unreasonably withheld, conditioned or delay, Seller and Buyer agree that the legal description of the land as shown on the survey will be deemed added to this Agreement as part of Exhibit A.

Seller wishes to sell the Property to Buyer.

In consideration of the mutual agreements herein, and other good and valuable consideration, including the sum of Ten Dollars (\$10.00) paid to Seller by Buyer, the receipt of which is hereby acknowledged, Seller agrees to sell to Buyer and Buyer agrees to purchase the Property from Seller, subject to the following terms and conditions:

1. PURCHASE PRICE AND PAYMENT

1.1 Purchase Price; Payment. The total purchase price for the Property shall be SIX [REDACTED] (the "Purchase Price"), subject to prorations and adjustments set forth herein, to be paid via wire transfer in immediately available funds at Closing.

1.2 Earnest Money Deposit.

(a) Within two (2) business days after the Effective Date of this Agreement, Buyer shall deliver to Smith, Gambrell & Russell, LLP ("Escrow Agent") an earnest money deposit in the amount of [REDACTED] ("Initial Deposit") which may be increased by up to an additional [REDACTED] as set forth herein (collectively, the "Deposit").

(b) Provided Buyer has not otherwise terminated this Agreement prior to the expiration of the Inspection Period (as defined herein), the Deposit shall be non-refundable to Buyer except as otherwise set forth herein. The Deposit shall be held in a non-interest bearing trust account for the benefit of Buyer, and as otherwise specifically provided in this Agreement, and shall be applied to the Purchase Price at Closing.

1.3 Prorations. Ad valorem taxes and matters of income and expense, if any, and other items customarily prorated in transactions of this kind shall be prorated as of midnight of the day preceding the Closing, with the maximum discount available being applied. If the amount of taxes for the current year cannot be ascertained as of the Closing, the rates, millages, and assessed valuations for the preceding calendar year (with known changes and the maximum discount applied) shall be used for purposes of

making a proration at Closing, and which may be reprorated at the written request of either party within thirty (30) days after receipt of the actual tax bill.

1.4 Closing Costs.

(a) Seller shall pay for the costs of recording the deed; transfer taxes on the deed; the costs of satisfying any mortgages on the Property; the costs of recording any curative title documents; escrow fees; and Seller's attorneys' fees. Seller shall not be responsible to pay any escrow fees or closing attorney fees relating to closing.

(b) Buyer shall pay for the costs of the Phase I environmental site assessment to be obtained by Buyer, if any, and all costs associated with Buyer's inspection of the Property as permitted herein; all costs of Rezoning and Permitting; the title search fee and premium for an owner's title insurance policy; the cost of an updated survey, if any; all costs related to any financing of the purchase of the Property and the premium for a mortgagee policy of title insurance and any endorsements to the owner's and/or mortgagee's title insurance policy; and Buyer's attorneys' fees.

2. INSPECTION PERIOD AND CLOSING

2.1 Due Diligence Materials. Within five (5) business days after the Effective Date, the Seller shall provide to Buyer, and shall instruct Seller's professionals providing service with respect to the Property to provide to Buyer, copies of all existing documents in Seller's possession and control related to the Property, including but not limited to existing title policies, surveys, environmental reports, soil reports, and any and all active permits related to the Property (the "Existing Due Diligence Materials"). For the avoidance of doubt, Seller hereby confirms that it does not have any Existing Due Diligence Materials other than a prior title policy.

2.2 Inspection Period. Buyer shall have an inspection period ("Inspection Period") which commences on the Effective Date and ends at 5:00 p.m. where the Property is located one hundred twenty (120) days following such date. Buyer shall have the Inspection Period within which to physically inspect the Property and to conduct due diligence. Buyer and Buyer's officers, employees, consultants, attorneys and other authorized representatives shall have the right to reasonable access to the Property, at reasonable times during the Inspection Period for the purpose of inspecting the Property, taking soil and ground water samples, conducting hazardous materials and wetlands inspections, tests and assessments, and otherwise conducting its due diligence review of the Property. No Phase II or other invasive testing may occur on the Property without Seller's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Buyer hereby agrees to indemnify and hold Seller harmless from any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by Buyer and its agents and contractors in the conduct of such inspections and investigations, provided that the foregoing repair, indemnity and defense obligations do not apply to (a) any loss, liability, cost or expense to the extent arising from or related to the acts or omissions of Seller; (b) any diminution in value in the Property arising from or relating to matters discovered by Buyer during its investigation of the Property not caused or created by Buyer; (c) any latent defects in the Property discovered by Buyer; and (d) the release or spread of any hazardous materials or regulated substances which are discovered (but not deposited) on or under the Property by Buyer. Prior to entering the Property, Buyer shall provide Seller with proof of insurance for Buyer's activities, with Seller being named as an additional insured. In the event this transaction does not close, Buyer will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conducting the Inspections. In addition, in the event the transaction does not close, within ten (10) business days of termination Buyer will, to the extent permitted, release to Seller non-proprietary third party reports and other work generated as a result of the Inspections. Seller shall reasonably cooperate with and assist Buyer, without any expense or costs to Seller, in making such inspections and reviews and in obtaining any governmental approvals of its contemplated use of the Property. Seller shall make available to Buyer such of the foregoing as may be in Seller's possession in order to facilitate Buyer's due diligence. Seller shall give Buyer, at no expense or cost to Seller, any commercially reasonable authorizations which may be required by Buyer in order to gain access to records or other information pertaining to the Property or the

use thereof maintained by any third party, governmental or quasi-governmental authorities or organizations. Buyer shall have the right to up to one (1) thirty (30) day extension of the Inspection Period, which may be exercised by Buyer upon written notice to Seller prior to the end of the then current Inspection Period. This provision, including but not limited to the indemnities contained in this section, shall survive the termination of this Agreement.

2.3 Buyer's Termination Right. Within the Inspection Period, Buyer may, in its sole discretion, for any reason or for no reason, elect whether or not to go forward with this Agreement to Closing, which election shall be made by written notice to Seller given within the Inspection Period. If such written notice is not timely given, or if given, indicates Buyer elects to terminate this Agreement, then this Agreement and all rights, duties and obligations of Buyer and Seller hereunder, except any which expressly survive termination, shall terminate, whereupon Escrow Agent shall forthwith return to Buyer the Deposit and Buyer shall return to Seller copies of all studies, research, and engineering reports set forth in Section 2.2 herein. If such written notice is timely given and indicates Buyer elects to proceed with this transaction, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder (including without limitation their respective obligations to close the transaction), shall, subject to the terms and conditions hereof, become fully binding and the Deposit shall become nonrefundable, except as otherwise set forth herein.

2.4 Rezoning and Permitting. Within ninety (90) days following the expiration of the Inspection Period ("Rezoning and Permitting Period"), Buyer shall promptly make application for and use commercially reasonable efforts to pursue the procuring of all necessary authorizations, rezoning approvals, concurrency reservations, approval of final engineering plans for the development and permits, building or otherwise, from the applicable governmental authorities for the development of the Property, which rezoning and permits to Buyer's reasonable satisfaction shall be a condition precedent to Closing, including but not limited to rezoning approval and concurrency reservation, to the extent necessary, in Buyer's opinion. As used herein, the terms "Rezoning and Permitting" shall mean (i) the rezoning of the Property and any comprehensive plan amendment, if required, to permit the development of the Property in accordance with an approved site plan acceptable to Buyer in its discretion; (ii) the obtaining of all necessary concurrency reservations for the development of the Property; (iii) the obtaining of final site plan approval for the development of the Property, with no conditions unacceptable to Buyer; (iv) the obtaining of all necessary permits, building or otherwise, from all applicable governmental authorities to allow the development and construction of the Property; (v) all appeal periods for the rezoning, concurrency reservation and permitting shall have expired without an appeal having been filed; and (vi) there are no conditions or restrictions imposed on the Property with respect to the rezoning, concurrency reservation or permitting that are not acceptable to Buyer. Seller agrees to cooperate with Buyer, at no expense or cost to Seller, in a commercially reasonable manner in securing such Rezoning and Permitting. The costs and expenses for obtaining the Rezoning and Permitting for the Property shall be the sole responsibility of Buyer. Buyer shall have the right, in its sole discretion, to extend the Rezoning and Permitting Period for up to three (3) additional periods of thirty (30) days each upon written notice to Seller prior to the end of the then current Rezoning and Permitting Period and Buyer's deposit of an additional \$1,500 with Escrow Agent for each extension, which additional deposit(s) shall become part of the Deposit and shall be nonrefundable to Buyer, except as otherwise set forth herein, but shall be applied to the purchase price at Closing. If Buyer does not terminate the Agreement prior to the end of the Rezoning and Permitting Period, as provided for herein, Buyer shall be deemed to have waived the Rezoning and Permitting conditions herein and shall proceed to Closing.

2.5 Time and Place of Closing. Provided all of the Conditions Precedents set forth in Section 6 are satisfied, the Closing on the Property shall take place at the offices of Escrow Agent or by "mail away" procedure at 10:00 A.M. on the date which is thirty (30) days after the expiration of the Rezoning and Permitting Period ("Closing"). In the event Buyer has not successfully completed the Rezoning and Permitting of the Property in a manner acceptable to Buyer, in its sole discretion, on or before expiration of the Rezoning and Permitting Period, Buyer shall have the right to terminate this Agreement by written notice to Seller on or before the expiration of the Rezoning and Permitting Period, in which event (i) the Escrow Agent shall return the Deposit to Buyer and all rights, duties and obligations of Buyer and Seller hereunder shall terminate, except any which expressly survive as set forth herein, and (ii) Buyer shall return to Seller copies of all studies, research, and engineering reports set forth in Section 2.2 and Section 2.4 herein. In


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any event, Buyer shall have the right to waive Rezoning and Permitting as a condition precedent to Buyer's closing obligations, in which event the Closing shall take place at a time and place mutually agreed upon by Buyer and Seller within thirty (30) days after Seller's receipt of Buyer's election to waive such condition. Buyer shall have the right, in its sole discretion, to extend the Closing for up to two (2) additional periods of thirty (30) days each upon written notice to Seller and Buyer's deposit of an additional \$5,000 with Escrow Agent for each extension, which additional deposit(s) shall become part of the Deposit and shall be nonrefundable to Buyer, except in the event of a Seller's default, but shall be applied to the purchase price at Closing.

3. WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER

Seller warrants and represents as follows as of the Effective Date and as of Closing and where indicated covenants and agrees as follows:

3.1 Title. Seller is the owner in fee simple of all of the Property. Seller has not alienated, encumbered, transferred, leased, assigned or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any Agreement to do so, nor shall Seller do so during the term of this Agreement. The entering into and performance by Seller of the transactions contemplated by this Agreement will not violate or breach any other agreement, covenant or obligation binding on Seller, and there is no consent required from any third party before the Property may be conveyed to Buyer. This Agreement has been duly authorized and executed by Seller, and upon delivery to and execution by Buyer shall be a valid and binding agreement of Seller.

3.2 Eminent Domain/Condemnation. To the best of Seller's knowledge, no condemnation or eminent domain proceedings are now pending or threatened concerning the Property, and Seller has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.

3.3 Environmental Matters; Wetlands. To the best of Seller's knowledge, neither Seller nor any third party has used, generated, manufactured, stored or disposed of any Hazardous Substances in, at, on, under or about the Property or transported any Hazardous Substance to or from the Property. For purposes of this Agreement, the term "Hazardous Substance" shall be defined as any substance, material waste, pollutant or contaminant regulated, listed or defined as hazardous or toxic under any Environmental Law. The term "Environmental Laws" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") and other federal laws governing the environment, pollution or hazardous materials as in effect on the Effective Date of this Agreement together with their implementing regulations and guidelines as of the Effective Date of this Agreement, and all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate the environment, pollution or hazardous materials. Except as depicted on Exhibit A attached hereto, Seller has no knowledge of any wetlands located on the Property.

3.4 Foreign Investment and Real Property Tax Act. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any comparable state statutes which are applicable to this transaction. At Closing Seller will execute and deliver to Buyer an affidavit regarding such matters. If Seller fails to execute and deliver such affidavit, Buyer may deduct and withhold from the Purchase Price such amounts as Buyer may be required to withhold in order to satisfy any of Buyer's tax withholding obligations under such statutes or regulations promulgated pursuant thereto.

3.5 Bankruptcy. Seller is not bankrupt or insolvent under any applicable Federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Seller is not entering into the transactions described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other. Seller and Buyer have negotiated this Agreement at arms-length and the consideration paid represents fair value for the assets to be transferred.



3.6 Litigation. Seller is not a party to any litigation, condemnation, quasi-judicial, administrative or other proceedings or court order, affecting the Property. Seller knows of no pending or threatened litigation, condemnation, quasi-judicial, administrative or other proceedings or court order, affecting the Property nor any district proceeding, building moratorium, court order, building code provisions, deed restriction or restrictive covenant (recorded or otherwise) or other private or public limitation, which might in any way impede or adversely affect the development of the Property.

3.7 Other Agreements. Seller has not made any commitment or representation to any government authority, or any adjoining or surrounding property owner, which would in any way be detrimental to Buyer's ability to develop the Property, and will not make any such commitment or representation which would be detrimental to Buyer's ability to develop and improve the Property. Seller has not received any notice from any government agency having authority over any of the Property that there is any violation of any rule, regulation, ordinance, permit, development order, development permit, or any other regulation or requirement, promulgated by any government agency or body affecting the Property. To the best of its knowledge, Seller has complied with all applicable laws, ordinances, regulations and restrictions relating to the Property. There are no signs, billboards or leases for same located on or promised in connection with the Property.

Each of the representations and warranties made by Seller in this Agreement or in any Exhibit, shall be continuing representations and warranties, shall be true and correct in all material respects on the date hereof, shall be deemed to be made again as of the Closing and shall survive Closing for a period of one hundred eighty (180) days. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller contained in this Agreement are conditions precedent to Closing for the benefit of Buyer. Seller shall immediately notify Buyer of any fact or circumstance which becomes known to Seller which would make any of the foregoing representations or warranties untrue.

4. POSSESSION; RISK OF LOSS

4.1 Possession. Possession of the Property will be transferred to Buyer at the conclusion of the Closing.

4.2 Risk of Loss. All risk of loss to the Property shall remain with the Seller until the conclusion of the Closing. If, before Closing, any material portion of the Property is damaged by casualty, or if any material portion of the Property is taken or threatened by eminent domain, or if there is a material obstruction of access by virtue of a taking by eminent domain, Seller shall, within ten (10) days of such damage or taking, notify Buyer thereof and Buyer shall have the option to:

(a) terminate this Agreement upon notice to Seller given within ten (10) business days after such notice from Seller, in which case Buyer shall receive a return of the Deposit; or

(b) proceed with the purchase of the Property, in which event Seller shall assign to Buyer all Seller's right, title and interest in all amounts due or collected by Seller under applicable insurance policies or as condemnation awards. In such an event, the Purchase Price shall be reduced by the amount of any insurance deductible to the extent it reduces the insurance proceeds payable.

5. TITLE MATTERS

During the Inspection Period, Buyer shall order from Escrow Agent a title insurance commitment from a national title insurance company. Upon receipt, Buyer will provide a copy of such commitment to Seller. During the Inspection Period, Buyer may order an updated survey of the Property from a reputable surveyor. Buyer will have ten (10) business days after its receipt of both the title insurance commitment and updated survey, but in no event later than the end of the Inspection Period, within which to notify Seller in writing of any conditions, defects, encroachments or other objections to title or survey that are not acceptable to Buyer. Any matter disclosed by the title insurance commitment (other than liens removable by the payment of money) or by the updated survey which is not required to be cured or removed by Seller,

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or which Seller elects not to remove or cure, shall be deemed a "Permitted Exception." Seller shall have no obligation to cure any objections to title or survey prior to Closing other than as set forth below. If such title defects and/or objections are not cured prior to the end of the Inspection Period, Buyer may (i) refuse to purchase the Property, terminate this Agreement and receive a return of the Deposit paid by Buyer; or (ii) waive such objection(s) and close the purchase of the Property subject to them. Buyer's failure to elect (i) or (ii) above prior to the end of the Inspection Period shall be deemed Buyer's election of (ii) and waiver of such objection(s). Notwithstanding anything to the contrary in this Agreement, if at the Closing there shall be any liens, encumbrances or charges affecting the Property, other than those which Buyer is required by the terms hereof to accept or which Buyer chooses to accept, Seller shall have no obligation to cure same, provided, that Seller shall be obligated to (a) cause any mortgage, deed of trust or other encumbrance evidencing outstanding indebtedness to be satisfied of record (or, at Buyer's option and without making of any payment by Seller, assigned to Buyer's lender), (b) cause any mechanic's, materialman's or supplier's liens to be satisfied of record, and (c) cause to be removed of record any lien or encumbrance placed upon any Property subsequent to the Effective Date with Seller's consent or as a result of Seller's action or omission.

6. CONDITIONS PRECEDENT

6.1 Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to satisfaction or waiver by Buyer of each of the following conditions or requirements on or before the Closing (collectively, the "Conditions Precedent"):

(a) The title insurance commitment shall have been issued and "marked down" through Closing, subject only to Permitted Exceptions.

(b) The physical and environmental condition of the Property shall not have materially and adversely changed after the expiration of the Inspection Period, ordinary wear and tear excepted. For purposes of this provision, materially and adversely means any change resulting in a decrease in the value of the Property by more than 15% below the Purchase Price. Notwithstanding the foregoing, any change in the condition of the Property, including but in no way limited to the environmental condition, caused by or resulting from actions of Buyer, its contractors, employees, officers, affiliates, or invitees shall not be considered to be a material and adverse change.

(c) There shall not exist any enacted or proposed building or utility hook-up moratoria, ordinances, laws or regulations, which were not existing as of the end of the Inspection Period, which were not enacted at the instigation or direction of Buyer and the effect of which would be to preclude or materially hinder the issuance of building permits for construction on the Property.

(d) Buyer shall have successfully obtained the Rezoning and Permitting for the Property or the same is waived.

(e) Intentionally Deleted.

(f) Escrow Agent shall have received the following in a form reasonably satisfactory to Buyer and Seller:

(1) A general warranty deed in proper form for recording, duly executed, witnessed and acknowledged, and insured by the title insurance company, so as to convey to Buyer the fee simple title to the Property, subject only to the Permitted Exceptions;

(2) An assignment in form and substance acceptable to Buyer of all franchises, permits, development rights, and approvals, concurrency reservations, deposits, credits (including so-called "impact fee" or "fair share" credits), and other intangibles owned by Seller and benefiting the Property or its development to the extent assignable and without representations or warranties of any kind from Seller;

(3) An owner's affidavit, non-foreign affidavit and such further instruments of conveyance, transfer and assignment and other documents as may reasonably be required by the title insurance company (and reasonably acceptable to Seller) in order to effectuate the provisions of this Agreement and the consummation of the transactions contemplated herein

(4) A closing statement; and

(5) Such other documents as the title insurance company may reasonably request to affect the transactions contemplated by this Agreement.

In the event that the Condition Precedents set forth in subsection (b), (c), or (d) above are not satisfied, through no fault of Buyer, Buyer may elect in writing to terminate this Agreement, in which event the Deposit shall be promptly delivered to Buyer by Escrow Agent. Upon receipt of the Deposit by Buyer, neither party shall have any further claim against the other by reason of this Agreement, except as otherwise specifically provided herein.

6.2 Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement are subject to Buyer having delivered to Seller at or prior to the Closing the balance of the Purchase Price and such other documents as Seller or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

7. BREACH; REMEDIES

7.1 Breach by Seller. In the event of a breach of Seller's covenants or warranties herein and the failure of Seller to cure such breach within the time provided for Closing, Buyer may, at Buyer's election (i) terminate this Agreement and receive a return of the Deposit, and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii) enforce this Agreement with a suit for specific performance; or (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach. In the event the remedy of specific performance is not available due to the Seller's intentional conveyance of all or any portion of the Property to a third party, the Buyer shall be entitled to any remedy available at law or in equity.

7.2 Breach by Buyer. In the event of a breach of Buyer's covenants or warranties herein and the failure of Buyer to cure such breach within the time provided for Closing, Seller's sole legal and equitable remedy shall be to terminate this Agreement and retain Buyer's Deposit as AGREED LIQUIDATED DAMAGES for such breach, and upon payment in full to Seller of such Deposit, the parties shall have no further rights, claims, liabilities or obligations under this Agreement (except as survive termination).

7.3 Notice and Cure Periods. The previous provisions of this Agreement to the contrary notwithstanding, in the event of a default under this Agreement other than the performance at Closing, the non-defaulting party shall give the defaulting party written notice of such default, specifying in reasonable detail the nature of the default, and the defaulting party shall have five (5) days in which to cure such default.

8. MISCELLANEOUS

8.1 Commissions. Seller and Buyer represent to each other that neither Seller (in the case of Seller's representation) nor Buyer (in the case of Buyer's representation) has dealt with nor does it have any knowledge of any broker or other person who has or may have any claim against Seller, Buyer or the Property for a brokerage commission, finder's fee or like payment arising out of or in connection with this transaction except for Cantrell & Morgan, Inc., representing Buyer, and Treasure Coast Commercial RE, representing Seller, who shall both be paid by Seller pursuant to separate agreements. Buyer agrees to indemnify and hold Seller harmless from any other such claim arising by, through or under Buyer. Seller agrees to indemnify and hold Buyer harmless from any other such claim arising by, through or under Seller.

8.2 Notices. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing and shall be served (as an alternative to personal service) by e-mail, registered or certified mail, or overnight courier service at the addresses set forth below:

As to Seller: Coast to Coast Investment Properties LLC
1540 NE Dixie Highway
Jensen Beach, FL 34957
Attn: Donald Wilson
Email: _stor2fish@gmail.com

With a copy to Seller's Counsel: Fox McCluskey Bush Robison, PLLC
3461 SE Willoughby Boulevard
Stuart, FL 34994
Attn: Tyson Waters
Email: twaters@foxmccluskey.com

As to Buyer: SIDLYD Investments, LLC
c/o Cantrell & Morgan, Inc.
9822 Tapestry Park Circle, Suite 201
Jacksonville, FL 32246
Attn: Gary Housman
Email: gary@cantrellmorgan.com

With a copy to Buyer's Counsel: Smith, Gambrell & Russell, LLP
50 N. Laura Street, Suite 2600
Jacksonville, Florida 32202
Attn: James B. Porter, Esq.
Facsimile: 904-598-6243
Email: jporter@sgrlaw.com

With a copy to Escrow Agent: Smith, Gambrell & Russell, LLP
(if required) 50 N. Laura Street, Suite 2600
Jacksonville, Florida 32202
Attn: James B. Porter, Esq.
Facsimile: 904-598-6243
Email: jporter@sgrlaw.com

Any such notice or demand so served shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or upon receipt of the electronic confirmation of receipt of the facsimile.

8.3 Attorneys' Fees. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, the unsuccessful party to such dispute, litigation or other proceeding shall pay to the successful party all reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation. Any indemnity provisions herein shall include indemnification for such fees. This section shall survive the Closing or a prior termination hereof.

8.4 Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

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8.5 Governing Law. This Agreement shall be governed by the laws of the state of Florida, with venue being in St. Lucie County, Florida.

8.6 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties. No third parties, including any brokers or creditors, shall be beneficiaries hereof or entitled to any rights or benefits hereunder.

8.7 Escrow Agent. Escrow Agent agrees to hold, keep and deliver the Deposit and all other sums delivered to Escrow Agent in accordance with the terms and provisions of this Agreement. Escrow Agent shall not be entitled to any fees or compensation for its services hereunder. Escrow Agent shall be liable only to hold said sums and deliver the same to the parties named herein in accordance with the provisions of this Agreement, it being expressly understood that by acceptance of this Agreement Escrow Agent is acting in the capacity as a depository only and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall have been caused by the gross negligence or willful malfeasance of Escrow Agent.

In the event of any disagreement between Buyer and Seller resulting in any adverse claims and demands being made in connection with or for the monies involved herein or affected hereby, Escrow Agent shall be entitled to refuse to comply with any such claims or demands so long as such disagreement may continue; and in so refusing Escrow Agent shall make no delivery or other disposition of any of the monies then held by it under the terms of this Agreement, and in so doing Escrow Agent shall not become liable to anyone for such refusal; and Escrow Agent shall be entitled to continue to refrain from acting until (a) the rights of the adverse claimants shall have been finally adjudicated in a court of competent jurisdiction of the monies involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement between Seller and Buyer, and Escrow Agent shall have a period not exceeding three (3) business days after receipt by Escrow Agent of any notice or request to perform any act or disburse any portion of the monies held by Escrow Agent under the terms of this Agreement. Further, Escrow Agent shall have the right at all times to pay all sums held by it (i) to the appropriate party under the terms hereof, or (ii) into any court of competent jurisdiction after a dispute between or among the parties has arisen, whereupon Escrow Agent's obligations hereunder shall terminate.

Seller and Buyer jointly and severally agree to indemnify and hold harmless Escrow Agent from any and all costs, damages and expenses, including reasonable attorney's fees, that Escrow Agent may incur in its compliance of and in good faith with the terms of this Agreement; provided, however, that this indemnity shall not extend to any acts of gross negligence or willful malfeasance on the part of the Escrow Agent.

No attorney-client relationship exists between Escrow Agent and Seller. Seller acknowledges that Escrow Agent has an attorney-client relationship with Buyer and in the event of any dispute between Seller and Buyer, Seller acknowledges and agrees that Escrow Agent may represent Buyer with respect to any disputes with respect to this Agreement or other matters, and Seller agrees that Escrow Agent shall not be disqualified or prevented from representing Buyer by virtue of its serving as Escrow Agent. The provisions of this section shall survive Closing.

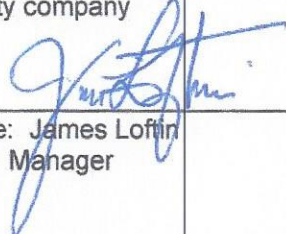
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BUYER:

SIDLYD INVESTMENTS, LLC, a Florida limited liability company

By: 

Name: James Loffin

Title: Manager

[signatures continue on the following page]

SELLER:

**COAST TO COAST INVESTMENT PROPERTIES,
LLC**, a Florida limited liability company

By: Don Wilson
Name: DON WILSON
Its: MANAGER

[signatures continue on the following page]

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ESCROW AGENT:

SMITH, GAMBRELL & RUSSELL, LLP

By: 

Name: James B. Porter

Title: Partner

EXHIBIT A

Property

PINE TRACE PUD (PB 49-5) TRACT D (2.21 AC)

Parcel ID: 3417-501-0006-000-9



on

SGR/43743835.1