



PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: _____ **World Land Partners Inc.** ("Seller")
and _____ ("Buyer")

agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: _____

Legal Description: **Unit** _____, **Lot** _____, **Block** _____

including all improvements and the following additional property: _____

PRICE AND FINANCING

2. PURCHASE PRICE: \$ _____ payable by **Buyer** in U.S. funds as follows:

(a) \$ 1,500.00 Deposit received (checks are subject to clearance) on _____, **2007** by
_____ for delivery to **LandAmerica Lawyers Titl** ("Escrow Agent")
Signature *Name of Company*
(Address of Escrow Agent) _____
(Phone # of Escrow Agent) _____

(b) \$ 0.00 Additional deposit to be delivered to Escrow Agent by _____,
or _____ days from Effective Date (10 days if left blank).

(c) 0 Total financing (see Paragraph **3** below) (express as a dollar amount or percentage)

(d) \$ 0.00 Other: n.a.

(e) \$ _____ Balance to close (not including **Buyer's** closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

(f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to determine the purchase price is lot acre square foot other (specify: _____) prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a calculation of total area of the Property as certified to **Buyer** and **Seller** by a Florida-licensed surveyor in accordance with Paragraph **8(c)** of this Contract. The following rights of way and other areas will be excluded from the calculation: _____

3. CASH/FINANCING: (Check as applicable) (a) **Buyer** will pay cash for the Property with no financing contingency.

(b) This Contract is contingent on **Buyer** qualifying and obtaining the commitment(s) or approval(s) specified below (the "Financing") within _____ 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 within _____ days from 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 Contract and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

(1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____% of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's

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option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to _____

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month including principal, interest, taxes and insurance and having a fixed other (describe) _____

interest rate of _____% which will will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on _____, **2007** ("Closing Date"). Unless the Closing Date is specifically extended by the **Buyer** and **Seller** or by any other provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, financing and feasibility study periods. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents and other items.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's checks if **Seller** requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

Taxes on the deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Other: _____ **Buyer pays state tax/stamps**

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Lender's title policy at the simultaneous issue rate

Inspections

Survey and sketch

Insurance

Other: _____ **buyer pays closing fee, shipping and handling**

(c) Title Evidence and Insurance: Check (1) or (2):

(1) The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment. **Seller** will select the title agent and will pay for the owner's title policy, search, examination and related charges or **Buyer** will select the title agent and pay for the owner's title policy, search, examination and related charges or **Buyer** will select the title agent and **Seller** will pay for the owner's title policy, search, examination and related charges.

(2) **Seller** will provide an abstract as specified in Paragraph 8(a)(2) as title evidence. **Seller** **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) 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. **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

(e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment

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111 if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and **Buyer** will pay
112* all other amounts. If special assessments may be paid in installments **Buyer** **Seller** (if left blank, **Buyer**) shall pay installments
113 due after closing. If **Seller** is checked, **Seller** will pay the assessment in full prior to or at the time of closing. Public body does
114 not include a Homeowner Association or Condominium Association.

115 **(f) Tax Withholding:** If **Seller** is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code
116 requires **Buyer** to withhold 10% of the amount realized by the **Seller** on the transfer and remit the withheld amount to the
117 Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) **Seller** provides **Buyer** with an
118 affidavit that **Seller** is not a "foreign person", (2) **Seller** provides **Buyer** with a Withholding Certificate providing for reduced or
119 eliminated withholding, or (3) the gross sales price is \$300,000 or less, **Buyer** is an individual who purchases the Property to
120 use as a residence, and **Buyer** or a member of **Buyer's** family has definite plans to reside at the Property for at least 50% of
121 the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires **Buyer**
122 and **Seller** to have a U.S. federal taxpayer identification number ("TIN"). **Buyer** and **Seller** agree to execute and deliver as
123 directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying
124 for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent.
125 If **Seller** applies for a withholding certificate but the application is still pending as of closing, **Buyer** will place the 10% tax in
126 escrow at **Seller's** expense to be disbursed in accordance with the final determination of the IRS, provided **Seller** so requests
127 and gives **Buyer** notice of the pending application in accordance with Section 1445. If **Buyer** does not pay sufficient cash at
128 closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the
129 requirement. **Buyer** will timely disburse the funds to the IRS and provide **Seller** with copies of the tax forms and receipts.

130 **(g) 1031 Exchange:** If either **Seller** or **Buyer** wishes to enter into a like-kind exchange (either simultaneously with closing or
131 after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects
132 to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability
133 or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

134 PROPERTY CONDITION

135 **6. LAND USE:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions
136 resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and
137 grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's
138 condition without the **Buyer's** prior written consent.

139 **(a) Flood Zone:** **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which
140 flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and
141 rebuilding in the event of casualty.

142 **(b) Government Regulation:** **Buyer** is advised that changes in government regulations and levels of service which
143 affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study
144 Period has expired or if **Buyer** has checked choice (c)(2) below.

145 **(c) Inspections:** (check (1) or (2) below)

146* **(1) Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Feasibility Study
147* Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for _____
148* _____ use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental
149 assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to
150 determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and
151 zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
152 consistency with local, state and regional growth management plans; availability of permits, government approvals, and
153 licenses; and other Inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's**
154 intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies.
155 **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals.

156 **Seller** gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility
157 Study Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and
158 assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless
159 from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability
160 incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of
161 any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a
162 construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not
163 close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the Inspections and
164 return the Property to the condition it was in prior to conduct of the Inspections, and (2) release to **Seller** all reports
165 and other work generated as a result of the Inspections.

166 **Buyer** will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's**
167 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement
168 will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property
169 is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed
170 terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow
171 Agent receives proper authorization from all interested parties.

172* **(2) No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being
173 satisfied that either public sewerage and water are available to the Property or the Property will be approved for the

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175 installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations
176 and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental
177 conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

178 **(d) Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as “(a) Any
179 contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots,
180 parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into
181 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.”, **Buyer** may
182 cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes
183 this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be
184 refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

185 **7. RISK OF LOSS; EMINENT DOMAIN:** If any portion of the Property is materially damaged by casualty before closing,
186 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,
187 or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract
188 by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in
189 accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

190 TITLE

191 **8. TITLE:** **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative
192 or guardian deed as appropriate to **Seller's** status.

193 **(a) Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in
194 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of
195 which prevent **Buyer's** intended use of the Property as residential vacant lot: covenants, easements and
196 restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if
197 there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at
198 or before closing. **Seller** will deliver to **Buyer** **Seller's** choice of one of the following types of title evidence,
199 which must be generally accepted in the county where the Property is located (specify in Paragraph **5(c)** the selected
200 type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

201 **(1) A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and
202 subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

203 **(2) An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be
204 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the
205 Property recorded in the public records of the county where the Property is located and certified to Effective Date.
206 However if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer
207 as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format
208 acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent,
209 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to
210 **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

211 **(b) Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt
212 of title evidence but no later than Closing Date, of any defects that make the title unmarketable. **Seller** will have 30 days
213 from receipt of **Buyer's** notice of defects (“Curative Period”) to cure the defects at **Seller's** expense. If **Seller** cures the
214 defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on
215 Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to
216 cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from
217 receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

218 **(c) Survey:** **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written
219 notice to **Seller**, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on
220 the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any
221 such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations
222 will be determined in accordance with subparagraph **(b)** above.

223 **(d) Coastal Construction Control Line:** If any part of the Property lies seaward of the coastal construction control line as
224 defined in Section 161.053 of the Florida Statutes, **Seller** shall provide **Buyer** with an affidavit or survey as required by law
225 delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased
226 may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation
227 of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine
228 turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether
229 there are significant erosion conditions associated with the shoreline of the Property being purchased.

230* **Buyer** waives the right to receive a CCCL affidavit or survey.

231 MISCELLANEOUS

232 **9. EFFECTIVE DATE; TIME; FORCE MAJEURE:**

233 **(a) Effective Date:** The “Effective Date” of this Contract is the date on which the last of the parties initials or signs and
234 delivers final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

235 **(b) Time:** All time periods expressed as days will be computed in business days (a “business day” is every calendar day
236 except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal

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238 holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the
239 county where the Property is located) of the appropriate day.

240 **(c) Force Majeure: Buyer or Seller** shall not be required to perform any obligation under this Contract or be liable to
241 each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented
242 by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire,
243 unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the **Buyer or**
244 **Seller** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or
245 overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force
246 majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30
247 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and **Buyer's**
248 deposit shall be refunded.

249 **10. NOTICES:** All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or
250 electronic media. **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract,**
251 **regarding any contingencies will render that contingency null and void and the Contract will be construed as if the**
252 **contingency did not exist. Any notice, document or item delivered to or received by an attorney or licensee (including a**
253 **transaction broker) representing a party will be as effective as if delivered to or by that party.**

254 **11. COMPLETE AGREEMENT:** This Contract is the entire agreement between **Buyer and Seller. Except for brokerage**
255 **agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.**
256 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound.
257 This Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications
258 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten
259 or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or
260 becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Buyer and Seller** will use diligence
261 and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

262 **12. ASSIGNABILITY; PERSONS BOUND: Buyer may not** assign this Contract without **Seller's** written consent. The terms
263 "**Buyer,**" "**Seller,**" and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors,
264 personal representatives and assigns (if permitted) of **Buyer, Seller** and Broker.

265 **DEFAULT AND DISPUTE RESOLUTION**

266 **13. DEFAULT: (a) Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort,
267 **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without
268 waiving the right to seek damages or to seek specific performance as per Paragraph **14. Seller** will also be liable to Broker for
269 the full amount of the brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including
270 timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated
271 damages or to seek specific performance as per Paragraph **14;** and Broker will, upon demand, receive 50% of all deposits
272 paid and agreed to be paid (to be split equally among Brokers) up to the full amount of the brokerage fee.

273 **14. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims, and other matters in
274 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

275 **(a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer and Seller** will have 30 days from
276 the date conflicting demands are made to attempt to resolve the dispute through **mediation.** If that fails, Escrow Agent
277 will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the
278 Florida Real Estate Commission ("FREC"). **Buyer and Seller** will be bound by any resulting award, judgment or order. A
279 broker's obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely
280 resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so
281 chooses, applies only to brokers and does not apply to title companies, attorneys or other escrow companies.

282 **(b) All other disputes: Buyer and Seller** will have 30 days from the date a dispute arises between them to attempt to
283 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding
284 **arbitration** in the county where the Property is located. The arbitrator may not alter the Contract terms or award any
285 remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will
286 state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will
287 be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related
288 disputes. Any disputes with a real estate licensee named in Paragraph **17** will be submitted to arbitration only if the
289 licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

290 **(c) Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by
291 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a
292 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or
293 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in
294 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is
295 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties.
296 Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the
297 arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the
298 arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

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ESCROW AGENT AND BROKER

300

301 15. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in
302 escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms
303 of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for
304 misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this
305 Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the
306 filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
307 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims
308 against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

309 16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations
310 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,
311 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the
312 effect of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property
313 condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property
314 and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records.
315 Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property
316 condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses,
317 including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees
318 in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer
319 and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for
320 loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's
321 performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475,
322 F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services
323 provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for
324 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For
325 purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

326 17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to Closing
327 Agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
328 separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent
329 Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will
330 disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of
331 compensation made by Seller or listing broker to cooperating brokers.

332* _____ n.a.
333* Selling Sales Associate/License No. _____ Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) _____ n.a.

334* _____
335* Listing Sales Associate/License No. _____ Listing Firm/Brokerage fee: (\$ or % of Purchase Price) _____

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ADDITIONAL TERMS

337* 18. ADDITIONAL TERMS:

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358* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

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

377 OFFER AND ACCEPTANCE

378* (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)
379 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a
380 copy delivered to Buyer no later than _____ a.m. p.m. on _____, _____, this offer will be
381 revoked and Buyer's deposit refunded subject to clearance of funds.

382 COUNTER OFFER/ REJECTION

383* Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a
384 copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from
385 the date the counter is delivered. Seller rejects Buyer's offer.

386* Date: _____ Buyer: _____
387* Print name: _____

388* Date: _____ Buyer: _____
389* Phone: _____ Print name: _____
390* Fax: _____ Address: _____
391* E-mail: _____

392* Date: _____ Seller: _____
393* Print name: _____

394* Date: _____ Seller: _____
395* Phone: _____ Print name: World Land Partners Inc.
396* Fax: _____ Address: 8390 Champions Gate Blvd. Suite 314
397* E-mail: _____ Champions Gate, FL 33896

398* Effective Date: _____ (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

399* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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