STORMWATER DEVELOPMENT AND
WETLAND REMOVAL AGREEMENT
OSCEOLA CORPORATE CENTER,
OSCEOLA COUNTY, FLORIDA

THIS STORMWATER DEVELOPMENT AND WETLAND REMOVAL AGREEMENT (this "Agreement"), is made and entered into as of the 7th day of July, 2006 ("Effective Date"), by and between DEERFIELD LAND CORPORATION, a Delaware corporation (herein referred to as "Seller"), and RAPALLO LLC, a Delaware limited liability company (herein referred to as the "Buyer").

RECITALS:

A. Seller is the developer of that certain project in Osceola County, Florida, being more commonly known as Osceola Corporate Center ("Project").

B. Pursuant to that certain Contract for Sale and Purchase of Real Property dated March 10, 2005, as subsequently amended and assigned ("Contract"), Seller has conveyed to Buyer, a portion of the Project owned by Seller, being more particularly described as Lot 2 and Tract A, according to the plat of Osceola Corporate Center – Replat Seven, as recorded in Plat Book 18, Page 102, Public Records of Osceola County, Florida ("Rapallo Tract").

C. Seller retains title to those certain tracts of land being more particularly described as Lot 1 and Tract B, according to the plat of Osceola Corporate Center – Replat Seven, as recorded in Plat Book 18, Page 102, Public Records of Osceola County, Florida ("Deerfield Tract"; the "Rapallo Tract" and the "Deerfield Tract", are sometimes hereinafter collectively referred to as the "Overall Tract").

D. Buyer intends to construct up to three hundred fifty (350) residential multi-family or townhome units on the Rapallo Tract.

E. As part of the development of the Overall Tract, the parties hereto desire to provide for: (i) the creation of a master drainage system, that will be designed by the Project Engineer (as hereinafter defined), and which shall provide surface water management facilities to the Overall Tract ("Drainage System"); and (ii) the removal of an existing wetland located within the Overall Tract, which is known as Wetland No. 24
F. In accordance with the Contract, Buyer, to the extent that Buyer is the first party to develop its property within the Overall Tract, has certain obligations regarding: (i) the construction of the Drainage System within the Overall Tract; and (ii) the removal of the existing Wetland.

G. Tracts A and B, according to the plat of Osceola Corporate Center – Replat Seven, as recorded in Plat Book 18, Page 102, Public Records of Osceola County, Florida are hereby designated by the parties hereto for use for development, operation and/or maintenance of the Drainage System, including without limitation, surface water management retention areas and/or rights-of-way for drainage pipes (herein referred to generically as the “Service Parcels”).

H. Ownership of the Service Parcels shall be retained by the respective property owner and the operation and maintenance of the Drainage System shall be the responsibility of the Osceola Corporate Center Master Owners’ Association, Inc., a not-for-profit corporation (“Association”); provided however, there shall be easements created in favor of the Buyer, Seller and all owners of property within the Overall Tract to utilize the Drainage System and there shall be easements created in favor of the Association for the operation and maintenance of same, which maintenance shall be at the sole cost and expense of the respective owners within the Overall Tract on a pro rata basis as hereinafter set forth.

I. The purpose of this Agreement is to establish the terms and conditions under which the parties will: (i) proceed for planning, permitting and constructing the improvements necessary to construct the Drainage System; (ii) proceed for planning, permitting and implementing the removal of the Wetland; and (iii) operate, maintain, repair and replace the completed Drainage System.

J. The parties desire to enter into this Agreement to set forth their understanding and agreement regarding the performance of such work.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:
SECTION 1
RECITALS/CONSTRUCTION OF DRAINAGE IMPROVEMENTS AND PERMITTING

(A) The foregoing recitals, including all Exhibits referenced in the recitals and otherwise referenced herein, are hereby incorporated as though set forth herein at full length.

(B) The parties hereto acknowledge that Harris Civil Engineers, LLC, has (i) designed and prepared any and all necessary drawings, plans, designs, specifications, and such other documents and materials as may be necessary for the full and complete construction of the Drainage System, including the Improvement Work (as hereinafter defined); and (ii) obtained certain permits necessary for the construction of the Drainage System. All such drawings, plans, designs, specifications and permits shall hereinafter collectively be referred to as the “Drainage Improvement Construction Documents”. The parties have reviewed and approved the Drainage Improvement Construction Documents. To the extent of any material modifications to the Drainage Improvement Construction Documents, the parties shall have the opportunity to review and approve such modifications, which approval shall not be unreasonably withheld, conditioned or delayed. The parties shall make any changes which may be requested by either party, in order to bring the Drainage Improvement Construction Documents into compliance with all governmental rules and regulations, within ten (10) days following receipt of any and all comments from either party, and thereafter deliver the revised Drainage Improvement Construction Documents to the requesting party. The parties agree that the engineering firm of Harris Civil Engineers, LLC (“Project Engineer”) (as the engineer responsible for the Drainage Improvement Construction Documents) shall act as the engineer of record for the Improvement Work throughout the process of construction.

(C) Set forth in Section 2 hereof is a general description of the work to be performed by Buyer pursuant to the provisions of this Agreement for the construction of the Drainage System and the removal of the Wetland (collectively, the “Improvement Work”), which work is described in the scope of work attached hereto as Exhibit “A”.

(D) The parties hereto acknowledge that, except for the permit regarding the Wetland removal which Seller has obtained at its sole cost and expense, which cost shall be subject to partial reimbursement pursuant to Section 4 below, Buyer has obtained, at its sole cost and expense, any and all necessary governmental consents, permission, approvals and permits (the “Permits”) from the appropriate governmental authorities for the construction of the Improvement Work, which costs are subject to partial reimbursement pursuant to Section 4 below.

SECTION 2
IMPROVEMENT WORK

Subject to Section 9 below, Buyer shall cause the Improvement Work to be completed in accordance with the Drainage Improvement Construction Documents and as follows:
(A) Construction of the Drainage System, including storm water lines, piping, conduits, on-site detention and retention ponds, excavation and facilities to service the Overall Tract, all in accordance with the Drainage Improvement Construction Documents, as shown and identified on Exhibit "B" attached hereto (the "Improvement Work Site Plan"). All soil and other materials excavated or removed from the Project in connection with the construction of the Improvement Work shall be disposed of as follows: Any and all soil materials shall be the property of Buyer and Seller on a pro rata basis as defined in Section 4. Buyer shall relocate all soil materials to the Rapallo Tract and the Deerfield Tract (in a location to be designated by seller), as applicable.

(B) Such other work as may be required pursuant to the Drainage Improvement Construction Documents.

(C) Such additional work that Seller may request, provided, however, such "extra work" shall be done by Buyer's Contractor in accordance with a separate agreement to be negotiated between such parties, and the Project Engineer shall certify the costs associated with such extra work.

(D) The Improvement Work must be completed by Buyer on or before Five Hundred Forty (540) days following the Effective Date (subject to Section 9 below) ("Completion Date") and Buyer must have submitted a request to Osceola County for an inspection of same within Twenty (20) days following the Completion Date. Thereafter Buyer shall diligently complete any punch list items disclosed during the Osceola County inspection and shall diligently pursue final approval without condition by Osceola County.

Any and all bonds required by the governmental authorities shall be paid for by Buyer, whether required to be provided directly by Buyer, the Buyer's Contractor, or the Buyer's Sub Contractor.

SECTION 3
CONSTRUCTION/INSTALLATION OF THE IMPROVEMENT WORK

(A) Buyer shall use its affiliate CANV/NC, LLC, a Nevada limited liability company ("Buyer's Contractor") to be the general contractor for the construction of the Improvement Work. Buyer's Contractor shall use the Drainage Improvement Construction Documents to solicit no less than three (3) bids from qualified sub contractors mutually acceptable to Buyer and Seller for the development and construction of the Improvement Work. Upon receipt of the aforementioned bids for the construction of the Improvement Work: (i) Buyer shall provide copies of said bids to Seller and, within five business days of the receipt of the bids by Seller, Seller and Buyer shall attempt in good faith to agree upon the maximum amount for such Improvement Work (the "Maximum Improvement Work Price"). In the event that Seller and Buyer are unable to agree upon the Maximum Improvement Work Price within said five business day period, the Maximum Improvement Work Price shall be the average of the three bids. The Buyer and the Buyer's Contractor shall then be free to
negotiate and execute a construction contract with any of the bidders ("Buyer's Sub Contractor"), which site work construction contract shall require separate accounting and billing for the Improvement Work. The amount which shall serve as the basis for determining the fees to be charged by Buyer's Contractor as set forth below in this Section 3(A), and for reimbursements to be made by the Seller, or its successor owner of Lot 1 and Tract B with respect to the Improvement Work pursuant to Section 4(B) below shall be the lesser of: (i) the actual amount charged by the site work contractor for the Improvement Work, or (ii) the Maximum Improvement Work Price. The Buyer's Sub Contractor will construct the Improvement Work in accordance with the Drainage Improvement Construction Documents. The Buyer's Sub Contractor shall be required to post a payment and performance bond securing its obligations under its construction contract for the Improvement Work; such bond to be paid for by Buyer ("Construction Bond"). Buyer shall promptly deliver a copy of the fully executed construction contract between Buyer or Buyer's Contractor, as applicable and the Buyer's Sub Contractor ("Construction Contract") and the Construction Bond to Seller. The Construction Bond shall name Buyer and Seller as obligees of the bonds. Upon completion of the Improvement Work, Buyer shall post a maintenance bond for same, at its sole cost and expense, if required by Osceola County, Florida. Buyer's Contractor will charge the following fees to Buyer and Seller relative to the Improvement Work, which shall be split between Buyer and Seller on a pro rata basis: (i) six (6%) percent of the amount of the Construction Contract for General Conditions; (ii) two (2%) percent of the amount of the Construction Contract for overhead; and (iii) five (5%) percent of the amount of the Construction Contract as profit.

(B) Subject to Section 9 below, Buyer agrees to use its reasonable efforts to commence the Improvement Work within one hundred eighty (180) days following the Effective Date of this Agreement (the "Commencement Date"), and to thereafter prosecute diligently the completion of the Improvement Work. The Improvement Work shall be performed in a good and workmanlike manner and shall comply with all applicable laws, rules, regulations, permits and the Drainage Improvement Construction Documents.

(C) No change orders materially modifying the Improvement Work shall be permitted without the prior written consent of the Project Engineer and Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

(D) During the construction of the Improvement Work, the Project Engineer may observe the same at any time and Seller may observe the same so long as such observation does not interfere with Buyer's construction activities.

(E) As soon as reasonably practicable after completion of the Improvement Work, Buyer shall give notice to the Project Engineer and Seller that the Improvement Work has been completed. Thereafter, the Project Engineer shall observe such Improvement Work for compliance with the Drainage Improvement Construction Documents. To the extent that the Project Engineer finds any Improvement Work to be not in compliance with the Drainage Improvement Construction Documents, the Project
Engineer shall provide Buyer and Buyer’s Contractor with a written report detailing such non-compliance.

(F) Seller, by that certain Reciprocal Easement Agreement between the parties dated of even date herewith, has established, granted and conveyed to Buyer, its successors, successors-in-title, and assigns, employees, contractors and subcontractors: (i) a temporary easement on and across the Deerfield Tract, for purposes of access and constructing and installing the Improvement Work on the Service Parcels and Buyer’s Improvements on Lot 2, according to the plat of Osceola Corporate Center – Replat Seven, as recorded in Plat Book 18, Page 102, Public Records of Osceola County, Florida (“Lot 2”), including, without limitation, the right of the Buyer to utilize the Deerfield Tract, or portions thereof, for the staging of construction activities, storage of construction materials, and the location of a construction trailer; and (ii) a temporary easement on and across Lot 1, according to the plat of Osceola Corporate Center – Replat Seven, as recorded in Plat Book 18, Page 102, Public Records of Osceola County, Florida, for the purpose of staging of construction, storage of materials and the location of a construction trailer relative to the construction of the Improvement Work and construction of Buyer’s improvements on Lot 2; the duration of said two (2) aforementioned easements shall be through the Completion Date, or as may be further extended by agreement of the parties.

(G) Seller agrees to cooperate with Buyer as reasonably necessary to enable Buyer to effectuate all work contemplated to be done upon portions of the Overall Tract which are owned by Seller, pursuant to the terms of this Agreement.

SECTION 4
BUYER’S FINANCIAL OBLIGATIONS/REIMBURSEMENT OBLIGATIONS/MAINTENANCE OBLIGATIONS

(A) It shall be solely the Buyer’s obligation to pay all sums due under the Construction Contract for the Improvement Work (subject to partial reimbursement in accordance with Section 4 (C) below), including, without limitation, any and all costs and expenses of the design, permitting, construction and installation of the Improvement Work, engineering design, engineering field inspections, surveying of the Service Parcels, geotechnical tests and inspections, permits, bonds, site testing, mobilization, temporary roads, clearing and grubbing, stripping and stockpiling topsoil, erosion and sediment, control, excavation, burn chip or removal of debris, insurance and mowing of perimeters of the Service Parcels, costs of mitigation to remove the Wetland in an estimated amount of $289,250, and any permitted change orders or otherwise authorized change orders pursuant to this Agreement; but shall specifically exclude NPDES inspections. Buyer and Seller hereby acknowledge that Seller paid the $289,250 prior to Buyer’s acquisition of the Rapallo Tract and Seller was reimbursed by Buyer for its prorata share of said costs at the closing of Buyer’s acquisition of the Rapallo Tract.

(B) Upon completion of the Improvement Work, Buyer shall deliver to Seller: (i) a certificate of completion issued by the Project Engineer, together with all
governmental inspections, approvals, and/or after completion certificates required for
the Improvement Work; and (ii) a certification of all actual construction costs of the
Improvement Work issued by the Buyer's Contractor or Buyer's Sub Contractor, as
applicable.

(C) As other properties are developed within the Overall Tract, Buyer shall be
entitled to a reimbursement of such costs on a pro-rata basis, which reimbursement
shall be paid on the earlier to occur of: (i) the date that the Deerfield Tract (or any
portion thereof) is conveyed (exclusive of transfers with affiliates) to a bona fide third
party purchaser for value; or (ii) the date that any development work (exclusive of work
not related to vertical improvements) is commenced on the Deerfield Tract. Such
prorating shall be between and among the parties owning the acreage within the Overall
Tract which utilize the Drainage System and shall be based upon the relative amounts
of net developable acreage per parcel divided by the total net developable acreage
within the Overall Tract.

If the reimbursement amount is not paid to Buyer by the aforementioned
date, Buyer shall send notice to Seller, or the new owner of the Deerfield Tract, as
applicable and such party shall reimburse Buyer for such amounts within ten (10) days
of receipt of written demand therefor by Buyer. Any amounts due Buyer as remain
unpaid following said ten (10) day notice shall accrue interest thereon from the date of
written demand until paid at the rate equal to the lesser of (i) twelve percent (12%) per
annum; or (ii) the highest rate permitted by law. Buyer may pursue such additional
remedies as specified in Section 6(B) hereof.

(D) The fee simple owners of property within the Overall Tract shall be
responsible for a pro-rata share of the ongoing maintenance and repairs of the Drainage
System, as more particularly set forth in that certain Fourth Supplemental Declaration
to the Master Declaration, to be recorded in the Public Records of Osceola County, Florida
simultaneously herewith. Such prorating shall be between and among the parties
owning the acreage within the Overall Tract and shall be based upon the relative
amounts of net developable acreage per parcel divided by the total net developable
acreage within the Overall Tract. For purposes of Sections 4 (C) and (D) hereof, the
term "net developable acreage" shall mean the total acreage less any retention ponds,
permanent wetlands, property subject to conservation easement, areas within the
twenty-five (25') foot wetland setback, and portions of the Overall Tract used for
common entry from Centerview Boulevard, as applicable, to the various parcels within
the Overall Tract.

SECTION 5
INTENTIONALLY OMITTED

SECTION 6
REMEDIES

(A) Notwithstanding anything contained herein to the contrary, in the event
that Buyer defaults under the terms of this Agreement or fails to timely perform the
Improvement Work, in accordance with the terms hereof: (i) in the event of a monetary
default that is not cured within ten (10) days; and (ii) in the event of a non-monetary
default that is not cured within thirty (30) days, after delivery by Seller to Buyer of written
notice of such default, Seller shall have the right, but shall be under no obligation, to
cure Buyer’s default hereunder and thereafter Buyer shall have the obligation to
reimburse Seller for one hundred percent (100%) of any and all costs paid by Seller and
otherwise advanced by Seller in connection with the development and construction of
the Improvement Work and the Drainage Improvement Construction Documents. Buyer
shall reimburse Seller for such amounts within ten (10) days of receipt of written
demand therefor by Seller. Such amounts due Seller as remain unpaid following said
ten (10) day notice period shall accrue interest thereon from the date of written demand
until paid at the rate equal to the lesser of (i) twelve percent (12%) per annum; or (ii) the
highest rate permitted by law, together with the costs of collection thereof, including but
not limited to court costs and reasonable attorneys’, paralegals’, and experts’ fees
before trial, at trial and on appeal, and in all post-judgment, bankruptcy, reorganization
and administrative proceedings (collectively the “Seller Enforcement Costs”), shall be a
charge and continuing first lien upon the Rapallo Tract. The lien shall relate back to the
date of this Agreement, it shall be prior to all other liens hereafter created except a first
mortgage, and taxes or assessments levied by governmental authority, and it may be
foreclosed against the Rapallo Tract by judicial foreclosure in the same manner as
foreclosure of a mortgage. The lien shall bind the Rapallo Tract and it shall continue in
effect despite any transfer of title to the Rapallo Tract until all amounts secured by the
lien have been paid. The lien right and any other remedies provided for by this
Agreement shall be cumulative of, and the Seller shall have and may pursue, any and
all remedies available at law and in equity for the collection of each delinquent payment,
plus interest thereon and Seller Enforcement Costs. The Seller may pursue one or
more of its remedies at the same time or successively. Seller Enforcements Costs shall
be recoverable whether or not suit is brought.

The rights and remedies reserved to Seller in this Agreement shall be cumulative
and additional to all other or further remedies provided in law or equity.

(B) Notwithstanding anything contained herein to the contrary, in the event
that Seller defaults under the terms of this Agreement: (i) in the event of a monetary
default that is not cured within ten (10) days; and (ii) in the event of a non-monetary
default that is not cured within thirty (30) days after delivery by Buyer to Seller of written
notice of such default, Buyer shall have the right, but shall be under no obligation, to
cure Seller’s defaults hereunder and thereafter Seller shall have the obligation to
reimburse Buyer for one hundred percent (100%) of any and all costs paid by Buyer and
otherwise advanced by Buyer in connection with the remedy of Seller’s default. Seller
shall reimburse Buyer for such amounts within ten (10) days of receipt of written
demand therefor by Buyer. Such amounts due Buyer as remain unpaid following said
ten (10) day notice period shall accrue interest thereon from the date of written demand
until paid at the rate equal to the lesser of (i) twelve percent (12%) per annum; or (ii) the
highest rate permitted by law, together with the costs of collection thereof, including but
not limited to court costs and reasonable attorneys’, paralegals’, and experts’ fees
before trial, at trial and on appeal, and in all post-judgment, bankruptcy, reorganization
and administrative proceedings (collectively the “Buyer Enforcement Costs”), shall be a charge and continuing first lien upon the Deerfield Tract. The lien shall relate back to the date of this Agreement, it shall be prior to all other liens hereafter created except first mortgages, and taxes or assessments levied by governmental authority, and it may be foreclosed against the Deerfield Tract by judicial foreclosure in the same manner as foreclosure of a mortgage. The lien shall bind the Deerfield Tract and it shall continue in effect despite any transfer of title to the Deerfield Tract until all amounts secured by the lien have been paid. The obligation for payment of any delinquent payments, together with said interest and Buyer’s Enforcement Costs, shall be the personal obligation of the owner of the Deerfield Tract at the time the delinquent payment falls due. The personal obligation of the said owner shall remain the personal obligation of that owner for the applicable statutory limitations period. The lien right and any other remedies provided for by this Agreement shall be cumulative of, and the Buyer shall have and may pursue, any and all remedies available at law and in equity for the collection of each delinquent payment, plus interest thereon and Buyer’s Enforcement Costs. The Buyer may pursue one or more of its remedies at the same time or successively. Buyer’s Enforcement Costs shall be recoverable whether or not suit is brought.

The rights and remedies reserved to Buyer in this Agreement shall be cumulative and additional to all other or further remedies provided in law or equity.

(C) Notwithstanding anything contained herein to the contrary, either party may request (“Requesting Party”) and the party receiving the request (“Receiving Party”) shall furnish to Requesting Party, within ten (10) days after Requesting Party has made a request thereof, one or more estoppel certificates signed by Receiving Party setting forth: (i) whether or not said party knows of any default by either party under this Agreement, and if any defaults are known, specifying the nature thereof; (ii) whether to its knowledge, this Agreement has been assigned, modified or amended in any way, and, if it has, stating the nature thereof; (iii) whether or not to the best knowledge of said party, as of the date of said certificate, this Agreement is in full force and effect; all amounts due and owing under this Agreement; and (v) such other affirmations or information as may be reasonably requested. Each such certificate shall be in recordable form and may be relied upon by the other party, its mortgagees, tenants, successors and assigns. Similarly, each mortgagee and tenant of any part of any of the property covered by this Agreement, by taking title subject to this Agreement, covenants that it will give similar reasonable estoppel certificates regarding the status of its mortgage or lease affecting any part of or interest in any property covered by this Agreement for reliance thereon by the parties specified in this section. If Receiving Party does not deliver to Requesting Party the certificate signed by Receiving Party within such required time period, Requesting Party may conclusively rely upon and presume that there are no defaults and no amounts due and owing under this Agreement. In such event, Receiving Party shall be estopped from denying the truth of the presumed facts.
SECTION 7
INDEMNITY AND INSURANCE

(A) Buyer shall defend, indemnify and hold harmless Seller from any and all judgments, actions, liens, loss, damages, penalties, fines, liabilities, expenses (including reasonable attorneys' fees) and claims in connection with any construction activity performed under this Agreement by or at the instance of Buyer. Prior to commencing any work, Buyer (or Buyer's Contractor and Buyer's Sub Contractor, as applicable) shall obtain, or cause to be obtained by its contractor(s), the following insurance coverage:

(i) Workers' Compensation - statutory limits

(ii) Employers' Liability - $500,000

(iii) Commercial General Liability and Business Auto Liability as follows:

(a) Bodily Injury - $2,000,000 per occurrence
(b) Property Damage - $2,000,000 per occurrence
(c) Independent Contractors Liability; same coverage as set forth in (a) and (b) above;
(d) Products / Completed Operations Coverage which shall be kept in effect for two (2) years after completion of work;
(e) "Broad Form" Property Damage Endorsement;
(f) "Personal Injury" Endorsements;
(g) "Blanket Contractual Liability" Endorsement.

If the construction activity involves the use of another party's parcel, then the owner of such parcel shall be an additional insured and such insurance shall provide that the same shall not be canceled, or reduced in amount or coverage below the requirements of this Agreement, without at least thirty (30) days prior written notice to the named insureds and each additional insured. If such insurance is canceled or expires then the constructing party shall immediately stop all work on or use of the other party's parcel until either the required insurance is reinstated or replacement insurance obtained.

(B) All insurance required by this Section 7 shall be procured from companies licensed in Florida. All insurance may be provided under (i) an individual policy covering this location, or (ii) a blanket policy or policies which includes other liabilities, properties and locations of Buyer; provided, however, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than $10,000,000.00, then Buyer shall also maintain excess liability coverage necessary to establish a total liability insurance limit of $10,000,000.00. To the extent of any deductible carried by Buyer, Buyer shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed $250,000.00. Buyer agrees to furnish to Seller, a certificate(s) of insurance evidencing that the insurance required to be carried by Buyer pursuant to this Agreement is in full force and effect.
The insurance required above shall include the following provisions:

(i) shall provide for severability of interests; and

(ii) shall provide that an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other named insureds.

SECTION 8
MECHANIC’S LIENS

If because of any act or omission (or alleged act or omission) of Buyer, or Buyer’s employees, agents, contractors, subcontractors under this Agreement, any mechanic’s or other lien, charge or order for the payment of money or other encumbrance shall be filed against the Seller and/or any portion of the Project (whether or not such lien, charge, order or encumbrance is valid or enforceable as such), the Buyer shall at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after notice to the Buyer of the filing thereof or obtain affirmative coverage through a title insurance policy issued by a company acceptable to Seller; and the Buyer shall indemnify and save harmless Seller against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees resulting therefrom. If Buyer fails to comply with the foregoing provisions Seller shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and Buyer agrees to reimburse Seller upon demand for all costs, expenses and other sums of money in connection therewith, together with interest thereon until paid at the lower of twelve percent (12%) per annum or such maximum rate as allowed by law.

SECTION 9
PERMITTED DELAYS

Whenever performance is required of any party hereunder, such party shall use commercially reasonable diligence to perform and take all commercially reasonable measures in good faith to perform; provided, however that if completion of performance shall be delayed at any time by reason of acts of God, acts of terrorism, war, civil commotion, riots, work stoppages arising out of collective bargaining, strikes, unavailability of materials, damage to work in progress by reason of fire or other casualty, or any other causes beyond the reasonable control of a party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused.

SECTION 10
NOTICE

All notices provided for in this Agreement shall be in writing and delivered personally (including delivery by courier) or by registered or certified mail, return receipt requested, postage prepaid, or via facsimile to the parties, at the addresses and facsimile numbers set forth below, with a copy forwarded to their respective attorneys,
at the addresses and facsimile numbers set forth below, or at such other addresses as
the parties shall designate to each other in writing:

Seller: Tupperware Services, Inc.
14901 South Orange Blossom Trail
Orlando, Florida 32837
Telephone: (407) 826-4514; Telecopy: (407) 826-4505
Attention: Mr. Thomas M. Roehlk, Vice President

AND

Deerfield Land Corporation
14901 South Orange Blossom Trail
Orlando, Florida 32837
Telephone: (407) 826-4514; Telecopy: (407) 826-4505
Attention: Mr. Thomas M. Roehlk, Vice President

With a copy to: Helen Ford, Esq.
Greenberg Traurig, P.A.
450 South Orange Avenue, Suite 650
Orlando, Florida 32801
Telephone: (407) 420-1000; Telecopy: (407) 420-5909

Buyer: Rapallo LLC
5401 S. Kirkman Road
Suite 680
Orlando, Florida 32819
Attention: Christopher L. New
Telephone: (407) 345-9931; Fax: (407) 345-9932

With a copy to: James E. Slater, P.A.
390 North Orange Avenue,
Suite 1400
Orlando, Florida 32801-4961
Telephone: (407) 839-4227; Fax: (407) 650-0941

To Project Engineer: Harris Civil Engineers
631 South Orlando Avenue
Suite 300
Winter Park, Florida 32789
Telephone: (407) 571-7697
Telecopy: (407) 629-7888
Attn: Richard Lis
Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing and shall be hand-delivered, sent by Federal Express or a comparable overnight mail or delivery service, mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile or teletypewriter to the parties and their listed co-recipients, at their respective addresses and/or facsimile numbers set forth herein. Any notice delivered as aforesaid shall be deemed delivered immediately upon mailing, delivery to an appropriate carrier, or receipt or refusal of delivery of said notice, whichever is earliest. The inability to deliver because of change in address of which no notice is given shall be deemed to be a receipt of the notice, demand and request. The party claiming delivery of notice via teletypewriter or facsimile shall have the burden of proving notice was in fact sent, which burden can be carried without further evidence if confirmed by the transmitting teletypewriter or facsimile machine. Any communication sent by facsimile or teletypewriter shall promptly be followed by a copy delivered by one of the other approved methods. Buyer’s counsel and Seller’s counsel are expressly permitted to execute and deliver notices for the parties they represent. Receipt shall be deemed to have occurred if delivered to an authorized agent or any employee of the addressee or of the addressee’s company. A time period in which a response to any notice, demand or request must be given pursuant to the terms of the Agreement, shall commence to run from the date of receipt. Either party may change the address for receiving notices, request, demands, or other communication by not less than three (3) days prior notice in accordance with this Paragraph. Telephone numbers are provided for convenience only.

Buyer and Seller may from time to time notify the other of changes regarding where and to whom notices should be sent by sending notification of such changes pursuant to this Paragraph.

SECTION 11
RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between Seller and Buyer.

SECTION 12
COSTS AND ATTORNEY’S FEES

If either party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the prevailing party in such action shall be entitled to recovery of all costs and expenses of litigation, including reasonable attorneys’ fees.
SECTION 13
MISCELLANEOUS

(A) Each exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein. The recitals are incorporated herein by reference as matters of contract and not mere recital.

(B) This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

(C) Heading of sections are for convenience only and shall not be considered in construing the meaning of the content of such section.

(D) This Agreement supersedes and cancels all prior negotiations between the parties with respect to the construction work described herein, and any changes, amendments, and/or modifications hereto must be in writing signed by the party against whom enforcement is sought.

(E) The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

(F) Any time period of less than fourteen (14) days shall in the computation thereof exclude Saturdays, Sundays, and state or national holidays, and any time period provided for herein which shall end on Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. eastern time of the next business day.

(G) Since the parties hereto have participated in extensive negotiations in the drafting of the terms and provisions of this Agreement, the parties agree that this Agreement shall be construed without regard to the identity of the person or party who drafted the various provisions and any rule of construction that a document is to be construed against the drafting party shall not be applicable.

(H) This Agreement shall become a binding obligation of the parties only upon the complete execution and unconditional-delivery thereof by both parties.

(I) All the covenants, agreements, conditions and restrictions set forth in this Agreement are intended to be and shall be construed as covenants running with the land, appurtenant to the land affected, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors and assigns in title with respect to the Rapallo Tract, the Deerfield Tract, the Overall Tract and the Project, upon the terms, provisions and conditions therein set forth.

(J) The laws of the State of Florida (excluding its conflicts of law provisions) shall govern the validity, enforcement and interpretation of this Agreement. Venue for
any legal action in connection herewith shall lie exclusively in Osceola County, Florida, and the courts of appeal therefrom.

[SIGNATURE PAGES FOLLOW]
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

[Signature of Witness]
Name of Witness (Print or Type)

[Signature of Witness]
Name of Witness (Print or Type)

Seller:

DEERFIELD LAND CORPORATION,
a Delaware corporation

By: [Signature]
Name: Thomas M. Roehlk
Title: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA    )
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me by THOMAS M. ROEHLK, as Vice President of DEERFIELD LAND CORPORATION, a Delaware corporation, on behalf of said corporation. He [✓] is personally known to me or [ ] has produced ____________________ (insert type of identification) as identification and did not take an oath.

WITNESS my hand and official seal in the County and State aforesaid this 5th day of June, 2006.

[Signature]
Notary Public
Name: PATRICE A. TAIT
Commission No.: ________________
My Commission Expires: ________________

(SEAL)

Patrice A. Tait
My Commission DD197739
Expires March 27, 2007

[SIGNATURES CONTINUED ON NEXT PAGE]
Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness
Malco A. Torres.
Name of Witness (Print or Type)

Signature of Witness
Lily Tsen
Name of Witness (Print or Type)

Buyer:

RAPALLO LLC, a Delaware limited liability company

By: Reverse Exchange Services, Inc., a Nevada corporation, its sole member
By: Cecily A. Drucker
Name: Cecily A. Drucker
Title: V.P.

STATE OF ____________________________
COUNTY OF __________________________

The foregoing instrument was acknowledged before me by CECILY A. DRUCKER, as Executive Vice President of REVERSE EXCHANGE SERVICES, INC., a Nevada corporation, the sole member of RAPALLO LLC, a Delaware limited liability company, on behalf of such corporation and limited liability company. She [ ] is personally known to me or [ ] has produced __________________ (insert type of identification) as identification and did not take an oath.

WITNESS my hand and official seal in the County and State aforesaid this ___ day of July, 2006.

Notary Public
Print Name: _______________________
Commission No.: __________________
My Commission Expires: ____________

(SEAL)
Acknowledgment

State of California )
County of San Francisco ) ss.

On 7-5-06 before me, Notary Public, personally
appeared Cerity A. Drucker
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

ERIK O. FORSBERG
COMM. #1619816
Notary Public - California
San Francisco County
My Comm. Expires Nov. 8, 2009
Stormwater development and Wetland Removal Agreement

Exhibit A ~ Improvement of Work

The following is a general description of the work to be performed by Buyer for the construction of the Drainage System and the removal of the Wetland:

1. Construction of said drainage system shall conform to the approved South Florida Water Management District (SFWMD) permit No. 49-00477S and approved Osceola County Engineering Improvement Plans (E.I.P.) No. 05-0108.
2. Install silt fencing and erosion control measures per plan Sheet C08 and as required by the SFWMD Permit.
3. Obtain the required Florida Department of Environmental Protection (FDEP) NPSED permit for the project area to be disturbed.
4. Obtain the required SFWMD Dewatering permit.
5. Provide the required dewatering operations for the construction of said drainage improvements per plan C-08 and C-200.
6. Clear and grub the project site to the limits required to perform the operations outlined on sheet C-08. This includes wetland No. 24.
7. Legally dispose of all waste created by the clearing and grubbing operation.
8. Remove and replace unsuitable materials located in wetland No. 24 per the geotechnical report prepared by ECS dated may 15, 2006.
9. Fill, grade and compact wetland area not used for dewatering settling pond.
10. Fill, grade and compact dewatering settling pond after dewatering operations are complete.
11. Excavate stormwater ponds 201A and 201B.
12. Stockpile excess fill from pond excavation per plan C-08.
13. Install all drainage piping and structures entering and exiting ponds 201A and 201B.
14. Construct stormwater piping system between ponds 201A and 201B.
15. Construct pond 201B outfall weir with spreader swale.
16. Sod stormwater pond side banks and maintenance berm.
17. Seed and stabilize all disturbed areas not sodded.
CONSENT AND JOINDER OF MORTGAGEE

The undersigned, BANK OF AMERICA, N.A., in its capacity as Agent, the holder of that certain Mortgage recorded May 4, 2006 in Official Records Book 3148, Page 2950, Public Records of Osceola County, Florida and recorded May 4, 2006 in Official Records Book 8623, Page 1284, Public Records of Orange County, Florida (the "Mortgage") hereby consents and joins in this Stormwater Development and Wetland Removal Agreement (the "Development Agreement"), to which this Consent is attached and further covenants and agrees that the lien of the Mortgage is and shall be subordinate to this Development Agreement as if the Development Agreement had been executed and recorded prior to the execution, delivery or recordation of the Mortgage.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 30 day of June, 2006.

Witnesses:

Print Name: Pandela Gresham
Sign:

Print Name: Josephine Gurman

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 30 day of June, 2006, by David L. Cathrell, as Vice President of BANK OF AMERICA, N.A., in its capacity as Agent. He/She [He] is personally known to me or [___] has produced [ ] as identification.

Sarah D. Glasper
NOTARY PUBLIC
Print Name: Sarah D. Glasper
My Commission Expires: 10-30-2006

"OFFICIAL SEAL"
SARAH D. GLASPER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES OCT. 30, 2006