

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 8th day of October 2001, by and between:

(i) THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT, INC., a Florida corporation with mailing address at Post Office Box 3767, Cocoa, Florida, 32924 (hereinafter, the "Developer"), and

(ii) THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT COMMUNITY SERVICES ASSOCIATION, INC., a Florida not-for-profit corporation, with mailing address at 145 Plantation Drive, Titusville, Florida 32780 (hereinafter, the "Association")

WITNESSETH:

WHEREAS, the Developer is the developer of that certain residential R.V. community known as the Great Outdoors R.V./Golf Resort (the "Resort") located in Brevard County, Florida;

WHEREAS, the Association is the entity charged with the responsibility for maintaining and operating certain Common Properties and common facilities as provided by the terms of that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Great Outdoors Premier R.V./Golf Resort dated as of the 30th day of November, 2000 as recorded in Official Records Book 4271, Page 3562, Public Records of Brevard County, Florida, as the same may be supplemented and amended from time to time (the "Declaration");

WHEREAS, the Developer constructed a waste water treatment plant (the "WWTP") on certain property located within the Resort, as regulated and permitted by the Florida Department of Environmental Protection (the "FDEP") which WWTP will be deeded to the Association pursuant to the terms of this agreement. In addition Developer has constructed a Potable Water System (Potable Water System) within the Resort (both of which systems will also be deeded to the Association pursuant to the terms of this agreement and become common property)

WHEREAS, the Developer, during the term of this agreement and prior to transfer of the WWTP to the Association, has agreed to retain responsibility for the operation of the WWTP and has agreed to fund the cost to complete the deferred maintenance and repair work thereon, as well as certain improvements thereto in order to expand the current capacity thereof, all in accordance with the following terms and conditions.

WHEREAS, the Developer owns other properties that are to be deeded to the Association as Common properties and the parties desire to provide for the terms and conditions thereof.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Transfer of WWTP. The Developer, on or before April 2, ^{2002 HLL WEC}~~2003~~ shall take such steps as may be necessary to transfer the WWTP, and all governmental operating permits therefore, to the Association, including a conveyance of the property on which the WWTP is located, to the Association as a Common Property. The transfer shall include the residence located near the WWTP, an easement for Raccoon Road, if necessary, and any warranties on the WWTP equipment. The transfer shall take place on or before April 2, ^{2002 HLL WEC}~~2003~~, provided all regulatory approvals are obtained. After the transfer the Association shall assume all operational and capital expenses for the WWTP. At the time the Developer transfers the WWTP to the Association, the Developer shall also transfer to the Association the Potable Water System and appropriate easements therefore. In addition to the above, Developer shall dedicate to the Association, upon completion of same, any future sewer lines and Potable Water System lines within the Resort, together with appropriate easements therefore. This transfer is subject to FDEP approval.

2. Developers Warranties. In connection with the transfer of the WWTP and Potable Water System, the Developer warrants as follows.

A. The Developer is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. The Seller's Certificate of Incorporation contains charter powers authorizing it to construct, operate and maintain a water distribution system and sewage collection, treatment and disposal system.

B. The Developer is, and at the time of transfer, will be the owner of the WWTP facilities and Potable Water System with good and marketable title, free and clear of all liens and encumbrances. The parties acknowledge that the Real Property upon which the WWTP is located has previously been transferred to the Association.

C. The Developer will cooperate fully with the Association in completing and processing of any and all governmental applications that may be necessary for transfer of the title to the WWTP to the Association, and to allow the WWTP to operate in full compliance with all Florida Department of Environmental Regulation and Federal regulations related to Waste Water Treatment Plants. Developer shall also transfer, at the time of transfer of the WWTP, to the Association all permits and agreements related to the Potable Water System.

D. Attached as Exhibit "A" is a detailed list of the WWTP facilities and Potable Water System, as well as the legal descriptions therefore. The WWTP facilities shall consist of all water and sewer system assets, pipelines, lift stations, equipment and real estate owned or leased by Developer at the Resort. The WWTP facilities are fully and properly permitted by all necessary State of Florida and Federal agencies. The WWTP and the Potable Water System will be in good working order at the time of closing.

E. To the best of Developer's knowledge there are no pending or threatened actions at law, suits in equity or administrative proceedings related to the WWTP, except for that certain Consent Order dated May 11, 2000 and modified on November 9, 2000, May 17, 2001

and June 28, 2001 (hereinafter referred to as "Consent Order") between Developer and FDEP, copies of which are attached hereto as composite Exhibit "B". To the Developer's knowledge, Developer is in full compliance with the terms and conditions of the Consent Order, as modified, and that it has not received any deficiency letters or Orders related thereto. In addition, the Developer represents that it has made all capital improvements to the WWTP, which have been recommended by the consulting engineer and required by FDEP per the Consent Order dated June 28, 2001.

F. To the best of Developer's knowledge there are no contracts, leases or other agreements related to the WWTP, which have not been disclosed to the Association.

G. At closing the Developer will have in full force all necessary permits, licenses and easements (including sufficient rights of access) for the proper operation of the WWTP.

H. To the best of Developer's knowledge the facilities of the WWTP have been installed within easements and in accordance with all necessary permits and construction permits.

I. At closing the WWTP and the Potable Water System will be constructed to operate and will be operating in accordance with at least the minimum standards, requirements, rules and regulations of all governmental bodies and regulatory agencies which have, or had, jurisdiction over the WWTP and Potable Water System. At closing the WWTP will be sufficient in size and have capacity for all existing improvements constructed by the Developer at the Resort as of the date of transfer of the WWTP to the Association. At closing the WWTP will be in full compliance with the FDEP Consent Order as modified on June 28, 2001.

J. There are no pending or, to Developer's knowledge, threatened actions at law or suits in equity relating to WWTP or any pending or threatened proceedings before any governmental agency, except for that certain Consent Order between Developer and FDEP.

K. There are no contracts or obligations of any nature to any other party relating to the WWTP.

L. Between the date hereof and the date the WWTP is transferred to the Association, the Developer will operate the WWTP in the ordinary course of business and Developer will, at reasonable times, allow the Association, its attorneys and agents, to examine the Developer's books, accounts and other records and physical properties relating to the WWTP and Potable Water System.

M. The Developer has no actual knowledge of any Hazardous Substances located on, under or in the WWTP. A "Hazardous Substance" shall be defined as any chemical substance which is or becomes defined as a hazardous substance, hazardous waste, hazardous material, pollutant, contaminant, or toxic material under any law, regulation, rule, order or other authority of the Federal, State or local governments or any agency, department, commission, board or instrumentality thereof including but not limited to the Clean Air Act, the Clean Water Act, the Oil Pollution Control Act, the Comprehensive Environmental Response, Compensation

and Liability Act of 1986, the Solid Waste Disposal Act, the Resource Conservation and Recovery Act, the Safe Drinking Water Act, and the Toxic Substances Control Act, including without limitation asbestos, gasoline, and other petroleum products; specifically excluded from the definition of Hazardous Substances, however, are any materials which would otherwise be hazardous substances but which are used in the ordinary course of operating the Premises and which are properly stored in containers and used in compliance with all applicable laws.

N. No representation or warranty by the Developer in this Agreement, or any statement or certificate furnished or to be furnished to Purchaser pursuant hereto, or in connection with the transactions contemplated herein, contain or will contain any untrue statement of a material fact or omission or will omit a statement of material fact necessary to make the statements herein or therein not misleading.

O. All representations and warranties herein shall survive closing.

3. Closing Documents. Developer shall convey to the Association, by deed and bill of sale, if appropriate, the WWTP and the residence at the WWTP on Raccoon Road. The quantity of land and access shall be sufficient to meet the requirements of Brevard County Zoning Department. The Association shall be provided at least 15 days prior to any transfer of real property, the legal description therefore and a survey. It shall be the Association's duty to verify that the parcels comply with the Brevard County Land Use and Zoning Regulations. If the parcels do not, the Association shall advise the Developer of such, in writing, and Developer shall have fourteen (14) days to provide corrective documents to insure the real property is in compliance with Brevard County Land Use and Zoning Regulations.

4. Closing Costs. Developer shall pay for the transfer of all licenses, permits and any other Agreements to the Association and the Owners Title Insurance premium. Title Insurance policy shall be in the amount of the estimated replacement cost. The parties shall split equally the cost of any documentary stamps, recording fees and surveys of easements and surveys of any fee simple property being transferred to the Association. For Title Insurance purposes the WWTP, land lying South of Tennis Court and Country Store shall have a combined value of \$100,000.00.

5. Failure to Close. In the event, due to the fault of the Association, a transfer of the WWTP and the operating permit therefore to the Association cannot be accomplished by April 2, 2002, the Developer will continue to operate the WWTP and subsequent to that date will be entitled to be paid an operating fee of Two Thousand Five Hundred Dollars (\$2,500.00) per month. In addition, the Association on a monthly basis in arrears, shall pay all operating and capital expenses related to the operation of the WWTP, plus all out-of-pocket expenses and the cost of direct supervision associated therewith until such time as a sale or transfer thereof can be accomplished, the WWTP is transferred to a Third Party, or as otherwise agreed to by the parties. Any capital improvement in excess of \$2500, must be approved by the Association. Developer shall be able to increase the \$2,500 monthly fee by the CPI annually if the Developer operates the WWTP over one year. If the transfer fails to occur by April 2, 2002, despite the good faith effort of the parties, the Developer shall continue to operate the WWTP without charging the additional \$2,500 operating fee to the Association. However, should the parties, after a good faith effort fail to transfer the WWTP to the Association within one year and six months from the date of this Agreement, all provisions related to the WWTP in this Agreement shall become null

and void and neither party shall have any further rights pursuant to this Agreement related to the WWTP absent any further written agreements. In this event, the Developer shall continue to operate the plant with the Association reimbursing the Developer, on a monthly basis, all operating and capital expenses related to the operation of the WWTP, plus all out-of-pocket expenses and the cost of direct supervision associated therewith. No operating fee shall be charged. Any capital improvement in excess of \$2,500 must be approved by the Association. The Developer and Association, if FDEP will not allow the transfer of the WWTP to the Association within this one and one half year period, agree to use their best efforts to find a mutually agreeable third party to purchase the WWTP.

6. Additional Agreements of the Developer. In consideration of the agreements and undertakings of the Association set forth in this Agreement, the Developer further agrees as follows:

6.1 Hold Harmless Agreement. During the term of this Agreement, and prior to closing, the Developer will fund the cost of all deferred maintenance and repairs to the WWTP. The Developer will indemnify and hold the Association harmless from and against any liability for deferred maintenance associated with the WWTP as may be required by the terms of the Consent Agreement entered into between the Developer and the FDEP. Subsequent to the transfer of the WWTP to the Association, the Association shall assume full responsibility for the operation of the WWTP and shall hold Developer harmless therefrom except for customary charges for use of the WWTP as a lot owner as to any and all Developer owned lots, present or future, at the Resort.

6.2 Conveyance of Land South of Tennis Courts. The Developer shall convey that certain parcel of land lying South of the existing tennis courts and containing approximately 1.07 acres more or less, as more particularly described in Exhibit "C" attached hereto and made a part hereof, to the Association as Common Property. The property shall be free and clear of any lien or encumbrances. Unless otherwise in conflict with the terms of this Agreement, the terms and conditions of the form entitled Contract for Sale and Purchase attached hereto as Exhibit "D" shall apply to the transfer of the subject property. Seller to have the property surveyed at the Association's expense. Closing shall be on or before November 1st 2001. The title policy shall be in the amount of \$25,000.00.

6.3. Conveyance of Country Store Building. Developer has conveyed to the Association that building commonly referred to as "The Country Store" and the land beneath it, and any necessary easement for access, the legal description for which is more particularly described in Exhibit "E" attached hereto and made a part hereof. The conveyance included all personal property owned by the Developer in connection with the operation of the current store, to include coolers, tables, machinery etc. In addition, the Developer conveyed to the Association the currently existing LP Gas concession and the space allocated to it free and clear of any liens. The Developer hereby conveys to the Association the exclusive right (but not the obligation) to sell gasoline and diesel fuel. In addition to the above, the Developer, at its sole expense, has removed from the Country Store Building site, the underground gasoline and diesel storage tanks and the above ground gasoline and diesel delivery system(s). The removal was in accordance with State and Brevard County regulations. Upon removal from the ground, the Developer provided to the Association a certification from a licensed soil engineer that the ground around the tank has been tested and that there are no hazardous wastes upon or in the ground due to the

storage tank. The Developer agrees to hold the Association harmless from any future costs or expenses for environmental cleanup due to the tank which was removed.

6.4 Conveyance of Maintenance Equipment. On or before November 1, 2001, the Developer shall convey, by bill of sale, all maintenance equipment to the Association, including that certain Bobcat and tractor used by the Association for maintenance purposes at the Resort, together with all attachments.

6.5 Compliance with Consent Order of FDEP. Developer agrees that it will, at its sole costs and expense, make all necessary additions and repairs to the WWTP so as to complete all of Developer's obligations as set forth in the Consent Order as from time to time modified. If at the time the WWTP is transferred to the Association, there are further financial obligations related to the WWTP by reason of the Consent Order, these expenses shall continue to be born by the Developer, to include the maintaining of any performance bonds that may be required to be posted by reason of the Consent Order.

6.6 Increase in permitted capacity. Developer represents that currently, and at the time of transfer of the WWTP to the Association, the average per day maximum three-month average daily flow capacity at the WWTP, as rated by FDEP, is and will be sufficient to have all existing improvements made by the Developer within the Resort in compliance with FDEP regulations. It is understood that during the time period from the date of this Agreement to April 2, 2002, the Developer will be applying to FDEP to increase the rated capacity of the WWTP to allow up to 1625 residential units plus all presently completed common facilities and commercial facilities within the Resort. The Association shall cooperate in such efforts, provided all expenses therefor are paid by the Developer. If the FDEP, fails to increase the rated capacity of the WWTP to the level requested by the Developer, Developer shall have two options.

A. Developer may, at its sole cost and expense, make such improvements to the WWTP so that FDEP will approve the rated capacity of the WWTP up to 1625 residential units, plus all presently completed common facilities and commercial facilities within the Resort. The Association agrees to cooperate in such expansion provided all expenses are paid by the Developer.

B. Developer may only develop such future additional residential units as may be allowed under the FDEP regulations. Thus should FDEP only approve the related capacity for the WWTP to allow a total of 1,500 residential units within the Resort, the Developer may either cease construction at 1,500 residential units or it may, at this sole expense, construct such improvements to the WWTP to have FDEP approve the construction of the additional units up to but not to exceed a total of 1625 residential units. In no event shall Developer construct in excess of 1625 residential units without the express written consent of the Association.

7. Additional Agreements of the Association. In consideration of the agreements and undertakings of the Developer set forth in this Agreement, the Association further agrees as follows:

7.1 Payment by the Association. Within two weeks from the date of this Agreement, the Association shall pay to the Developer the sum of One Hundred Thousand

Dollars (\$100,000.00) from its maintenance reserves. Upon completion of sections 6.2, 6.3, 6.4 and 6.6, the Association shall pay to the Developer an additional sum of One Hundred Thousand Dollars (\$100,000) from its maintenance reserves. This total sum (\$200,000) represents the Developer's and Association's best estimate of the wear and tear of the filters, which were recently replaced at the WWTP at the Developer's expense, due to the use of the WWTP by the current and past owners within the Resort. Upon the receipt of the final \$100,000 payment, the Developer will execute a release in favor of the Association and all lot owners within the Resort for any further reimbursement to the Developer related to the WWTP.

7.2 Release of Liability for Road Repairs. The Association hereby releases the Developer from any existing repair obligations with respect to the roadways currently located within the Resort and as identified in the report prepared by Consulting Civil Engineers Inc., dated July 20, 2000. In addition, the Association shall assume all repair and maintenance obligations associated with the existing roadways within common elements as of the date of this Agreement, except the Developer shall be responsible for future damages caused to the roads by the Developer, its contractors and their agents.

7.3 Hook up fees. Association agrees that it will not enact any "hook up" fee for the first 1625 units connecting on to the WWTP and the Potable Water System at the Resort provided the Developer has paid all expenses necessary to have the WWTP have sufficient flow capacity to allow 1625 residential units pursuant to FDEP regulations. If more than 1625 units are connected to the WWTP and the Potable Water System, the Association reserves the right to require hook up fees to cover the capital expense of additional units being added on to the WWTP and the entire Potable Water System.

8. Further Assurances. The Association and the Developer each covenant and agree that they shall execute, deliver and record such further documents and instruments, and shall take such further action as shall be necessary or desirable from time to time to carry out the intent and purpose of the foregoing Agreement.

9. Notices. Any notice required or permitted to be given by this Agreement, to be effective, must be in writing and sent by Certified U.S. Mail, Federal Express or other reputable courier, addressed (as applicable) to the recipient, thereof at its address first set forth on page one of this Agreement, with postage and courier charges prepaid. Either party hereto may change its respective address, for notice purposes, by delivering notice of such change to the other in accordance with this paragraph. Any notice shall be deemed "delivered" when sent as aforesaid and received, unless receipt is refused, in which case the notice shall be deemed "delivered" when refused.

10. Attorneys Fees. If any party hereto shall ever seek to enforce their respective rights under this Agreement or engage an attorney to assist it in enforcing any of the terms hereof, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable sums incurred in connection therewith, whether or not suit shall be brought and, if so, then at all pre-trial, trial appellate, post-judgment, bankruptcy and other proceedings.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

12. Parties Bound. This Agreement shall be binding upon, and shall insure to the benefit of, the parties hereto and their respective successors and assigns.

13. Facsimile Signatures. That the parties hereto agree to be bound by facsimile signatures on this Agreement as if they were original signatures.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

"DEVELOPER"

In the presence of:

THE GREAT OUTDOORS PREMIER
R.V./GOLF RESORT, INC., a Florida
Corporation

Nancy Hausheer
Print name: NANCY HAUSHEER

By: [Signature]
LES SMOUT, President

Elizabeth B. Marshall
Print name: Elizabeth B. Marshall

"ASSOCIATION"

In the presence of:

THE GREAT OUTDOORS PREMIER
R.V./GOLF RESORT COMMUNITY
SERVICES ASSOCIATION, INC., a
Florida not-for-profit corporation

[Signature]
Print name: John A. Smith
[Signature]
Print name: STANLEY L. KAIN

By: Wayne Condra
WAYNE CONDRA, President

EXHIBIT LIST - AGREEMENT

- Exhibit "A" Detailed list of the WWTP Facilities and Potable Water System with legal descriptions
- Exhibit "B" Consent Orders; May 11, 2000, November 9, 2000, May 17, 2001 and June 28, 2001
- Exhibit "C" Legal description for parcel of land lying South of existing tennis courts
- Exhibit "D" Contract for Sale and Purchase
- Exhibit "E" Legal description for The Country Store