

relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

D. In any proceeding to construe or enforce this Agreement, the losing party shall pay the prevailing party all reasonable costs, charges and expenses, including attorneys fees for trial and appellate proceedings, expended or incurred in connection therewith.

E. The parties acknowledge that the parties and their counsel have participated in the drafting of this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

F. The parties may evidence their acceptance of this Agreement by facsimile transmission (or other electronic transmission) of a copy of this Agreement bearing the respective party's signature, and such copy shall be binding for all purposes as fully as a copy bearing the original signature of such party.

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

BUYER:

BUFFALO-NORTHPORT ASSOCIATES, LLC, a Florida limited liability company

By:  _____

David H. Baltauf
As its Manager

SELLER:

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____

CHAIRMAN

Attest: _____

SECRETARY

PANACEA GULF COAST INVESTMENTS, LLC, a Florida limited liability company

By:  _____

James R. Schier
As its Manager

APPROVED FOR LEGAL CONTENT

Date: _____, 2007

ATTORNEYS FOR THE SCHOOL BOARD OF SARASOTA COUNTY

By:  _____

Jeffrey A. Grebe
Williams Parker Harrison Dietz & Getzen
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Sarasota, Florida 34236
(941) 366-4800