

AGREEMENT

This Agreement is between SOUTHERN REALTY ENTERPRISES, INC., of 2648 State Road 434 West, Longwood, Florida 32779 (hereinafter "Southern Realty"), and _____ (hereafter "Client").

Client acknowledges that it is participating in the Best Buy program, and its real estate conforms to the Best Buy guidelines. Client further acknowledges that its real estate is in need of repairs and/or improvements (hereinafter "improvements") to increase the real estate's marketability, and that the improvements identified herein increase the fair market value of the real estate. Client hereby retains and employs Southern Realty to be its agent, to advance costs and contract for the following improvements to Client's real estate: _____

_____ in the amount of \$ _____. Client empowers Southern Realty to select contractor(s) and materials, utilizing its reasonable judgment. Client acknowledges and consents to this Agreement creating a lien upon the real estate.

Client acknowledges that Southern Realty will provide Client with a change order if the cost of improvements exceed ten percent (10%) of the amount stated herein. If Client has any disagreement about the amount of the change order, Client must advise Southern Realty in writing within three business days, otherwise Client agrees to the amount of the change order, which amount will also be subject to the conditions and provisions herein. Client shall also be responsible for all Notice Of Commencement and Claim Of Lien recording costs (estimated at \$12.00 each).

The cost of the improvements, including change orders and recording costs, will accrue interest at the rate of one and one-half percent per month (18% per year), until paid in full. Client accepts this interest as a reasonable amount for the services rendered and money advanced by Southern Realty. The parties agree that the interest will be waived if 1) Southern Realty is the listing broker at the time of closing, 2) the real estate is sold and closes within twelve months from the signing of this Agreement, and 3) the amounts due Southern Realty under this Agreement are paid at the time of closing.

Should Client elect not to sell its home, list with another real estate company, or terminate its contract with Southern Realty for any reason, the amounts due Southern Realty under this Agreement will become due and payable immediately, with interest continuing to accrue until paid.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall, on the written request of one party served on the other, be settled by neutral binding arbitration in Orange County, Florida in accordance with the rules of Greater Orlando Association of Realtors and not by any court action except as provided by Florida law for judicial review of arbitration proceedings. Any court having appropriate jurisdiction may enter judgment upon the award rendered by the arbitrator(s). Filing a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedies shall not constitute a waiver of the right to arbitrate under this paragraph. In connection with any arbitration or litigation between the parties, the prevailing party shall be entitled to recover all fees, costs, and expenses, including reasonable attorney's fees, arbitrators' fees and administrative fees of arbitration.

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

This Agreement shall be subject to and governed by the laws of the State of Florida, irrespective of the fact that one or more of the parties now is or may become a resident of a