

STATE OF GEORGIA
COUNTY OF CAMDEN

CONTRACT FOR THE SALE OF REALTY

THIS AGREEMENT is made this _____ day of _____, 2006 by and

between, _____ [hereinafter referred to as PURCHASER(S)], and TIMBERLAND ESTATES, LLC, a Georgia Limited Liability Company with its principal place of business being located in CAMDEN COUNTY, GEORGIA [hereinafter referred to as SELLER(S)].

WITNESSETH:

WHEREAS, Seller(s) is/are desirous of selling that certain real property known as LOT _____ TIMBERLAND ESTATES SUBDIVISION, PHASE ____, CAMDEN or BRANTLEY COUNTY, GEORGIA, consisting of _____ acres total and being further described in Exhibit "A" (attached hereto and incorporated herein by reference), and Purchaser(s) desire to purchase said real property, and the Parties hereto enter into this Agreement further defining their rights and responsibilities hereunder.

NOW THEREFORE, for and in consideration of the sum of _____ (10%) (hereinafter referred to as Earnest Monies), due upon execution of this contract and subject to clearance of the funds, the mutual agreements between the Parties hereto contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1.

Seller(s) agree(s) to sell and Purchaser(s) agree(s) to purchase that certain real estate which is more fully described in Exhibit "A", together with all rights, members, structures, easements, alleyways, appurtenances, improvements, chattels, shrubbery, plants, or privileges located thereon or inuring to the benefit thereto or appertaining thereto (hereinafter collectively referred to as "Property").

2.

The purchase price for the property shall be \$_____ which is based on \$_____ per acre. The earnest money of \$_____ shall be applied to and credited against the purchase price. Purchaser(s) to make the earnest money payable to **Dennard & Carmical Trust Account**. The Earnest money will be placed in a non-interest bearing account. This Earnest Money will be credited to the Purchase price at closing. Purchaser(s) will pay the balance which is \$_____ at the time of closing, plus all closing costs customarily associated with purchasing real estate in Georgia, including lender's fees.

3.

State and County and City ad valorem taxes for the year 2006 will be prorated at the end of the year by Seller(s) upon receipt of tax bill.

4.

Seller(s) agree(s) to convey title to property by a special warranty deed in a form customarily utilized in Georgia.

5.

Seller(s) agree(s) to furnish Purchaser(s) with an owner's affidavit in a form customarily utilized in Georgia showing that all debts for labor and materials used in improving property have been paid in full and there are no outstanding claims, suits, debts, liens or judgments against the Seller(s) or the property or that there is sufficient funds escrowed or covered by a bond with Camden County, Georgia. Seller(s) shall pay the Georgia State Transfer Tax.

6.

The closing of this transaction shall occur **30 days** from effective date and shall occur in the offices of NIGHTINGALE, LILES, DENNARD AND CARMICAL at 1528 Ellis Street, Brunswick, Georgia 31520. At Purchaser's(s)' option, the closing may take place as a "mail away" and all fees incurred thereby will be the responsibility of the Purchaser(s). Purchaser(s) shall notify Seller(s) no less than 10 days prior to closing date, if Purchaser(s) require(s) the closing documents to be mailed. Purchaser(s) shall be responsible to ensure the documents are returned to the closing office on or before the closing date, along with the appropriate funds.

7.

Purchaser(s) or their agents or employees shall have the right and privilege of going on the property as needed to conduct such inspections as Purchaser(s) deem(s) reasonably necessary during normal business hours during the term of this agreement and prior to the closing hereof. Provided, however, that nothing shall be done to damage the property and Purchasers expressly agree to indemnify and hold Seller(s) harmless against any claims, damages or injuries arising out of Purchaser's(s') actions or the actions of Purchaser's(s') agent or employees under this paragraph and to indemnify Seller(s) against any loss or damage to the property. Purchaser(s) has/have **10** calendar days from the execution of this contract to conduct inspections. During this inspection time period, Purchaser(s) may cancel solely at their discretion and earnest monies will be returned. If the Purchaser(s) choose(s) to cancel after the inspection time period lapses, the earnest monies will be retained by Seller(s).

8.

If the sale contemplated by this agreement is not consummated due to default of the Seller(s), Purchaser's(s') earnest monies shall be promptly refunded to Purchaser(s), and all obligations of both parties hereunder shall be terminated. If the Purchaser(s) default(s) then Seller(s) shall retain the earnest monies as full and complete liquidated damages.

9.

No amendment to this agreement shall be binding on any of the parties to this agreement unless such amendment is in writing and endorsed by all parties with the same formality as this agreement is executed.

10.

Time is of the essence of this agreement.

11.

If any term, covenant or condition of this agreement or the application thereof to any person circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such terms, covenants and conditions to persons or circumstances other than these as to which it is held invalid or unenforceable, shall not be affected thereby and each term covenant or condition of this agreement shall be valid and be enforced to the fullest extent permitted by law.

12.

All rights, powers, privileges conferred hereunder upon the parties unless otherwise provided shall be cumulative but not restricted to those given by law.

13.

This agreement shall be construed and interpreted under the laws of the state of Georgia.

14.

The provisions of this agreement shall be binding upon and shall inure to the benefit of Purchaser(s), Seller(s) and their respective heirs, executors, administrators, successors, assigns and the legal representatives of their estates.

15.

The parties acknowledge that no real estate broker or sales agent has acted for any party to this agreement and no real estate commission shall be paid at the time of closing unless specified herein:

16.

The provisions of this contract shall not merge into the documentation used to close this transaction and shall survive the closing of this transaction and the execution and delivery of the deed pursuant hereto.

17.

Purchaser(s) will assume possession of property at closing.

18.

Seller(s) agree(s) to provide and furnish Purchaser(s) at the time of closing good and marketable fee simple title to the property except: (1) taxes for the current year which are not yet due and payable; and, (2) public utility easements which may exist over and across the property.

In the event the Seller(s) cannot provide good and marketable fee simple title to the property in accordance with the preceding sentence, Purchaser(s) shall give the Seller(s) notice of the specific defects which exist in the title to the property at least fifteen (15) days prior to closing, and Seller(s) agree(s) to exercise reasonable diligence to clear any such defects specified by Purchaser(s) prior to closing, and in the event Seller(s) cannot remedy such defects specified by the Purchaser(s), Purchaser(s) shall have the election of (1) waiving such defect and closing the transaction in accordance with the terms of this agreement; or, (2) declaring this agreement to be null and void and thereby receiving a full and complete refund of the earnest monies paid hereunder, in which event there shall be no further duties, obligations or rights between the parties hereunder. In no event shall the Seller(s) be held liable to any extent other than that describe in the preceding sentence for failure to provide Purchaser(s) with good and marketable title to the property.

19.

Purchaser(s) agree(s) to abide by the Timberland Estates Covenants and Restrictions and the attached Development Rules and Regulations for the Subdivision. See attached Exhibit "B" and special stipulations.

"SPECIAL STIPULATIONS"

1. Seller(s) shall be responsible for surveying and marking the corners of each lot.
2. Seller(s) shall be responsible for the construction of all roads within the subdivision. All interior roads will be black-topped at Seller's expense. The roads not completed at closing will have adequate funds escrowed or a bond equal to the projected construction cost shall be posted with Camden County. Seller(s) shall be responsible for all infrastructure cost for the subdivision. Seller(s) shall be responsible for ensuring that electricity is installed along the roads within the development.
3. Each parcel will be buildable. Purchaser(s) will be responsible for obtaining a building permit for a structure of Purchaser(s) choice as allowed by the attached covenants.
4. A Home Owners Association (HOA) does exist for Timberland Estates. The estimated annual dues is less than \$100.00 per 5-acre parcel initially and this will be used to maintain the common areas. A copy of the HOA documents are available upon request and a copy

shall be included in the closing documents. The HOA does restrict the size of the homes to a minimum of 1,400 square feet and if it is a multi-story house then there is a minimum of 1,000 square feet on the first floor. No module or mobile homes shall be allowed. Additional terms and conditions will be stated in the HOA documents of the Timberland Estates Homeowners Association.

5. This contract is contingent upon the Purchaser(s) ability to obtain financing. Purchaser(s) has ten (10) business days to secure financing or terminate contract. The Purchaser(s) will be responsible for obtaining his/her/their own financing.

6. Seller(s) may, at their sole discretion, delay the closing for up to thirty (30) days. Purchaser(s) must be ready to close on the closing date specified.

7. A one-time special assessment of approximately \$500.00/acre shall be assessed in mid- 2006 to all buyers in phases I, II and VII. This shall be for the installation of water and sewer lines along all roadways within Timberland Estates, Camden County. Developer shall be responsible for sizing and running the lines.

Notices to Seller(s):

Timberland Estates LLC
390-2 Business Park Way
Florida 33411
Phone: 561-296-4203
Email: sales@synergyholdings.net

Notices to Purchaser:

Phone _____
Fax: _____
Email: _____

IN WITNESS WHEREOF, the parties hereto have hereunder have set their hand and seal on the day and year first written.

PURCHASER(S):

_____ (L.S.)

_____ (L.S.)

SELLER(S):

BY: _____ (L.S.)
TIMBERLAND ESTATES, LLC.