

## FURTHER ASSURANCE AND COMPLIANCE AGREEMENT

FOR AND IN CONSIDERATION of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the closing of the aforesaid transaction and/or Closing Agent disbursing proceeds of this sale; the undersigned do mutually agree to cooperate, adjust, initial, correct, execute, re-execute, reaffirm and redeliver any and all closing documents including but not limited to any notes, mortgages, deeds, affidavits and closing statements if deemed necessary and desirable in the reasonable discretion of Closing Agent in order to consummate the transactions described hereinbefore and in the Purchase and Sale Agreement relating thereto (the "Agreement"). It is the intention of the undersigned that all documentation for this transaction and all payments or disbursements made will be an accurate reflection of the parties' agreements that each party should pay all costs and expenses contemplated by their agreement and/or dictated by custom and usage in this area; and, that Closing Agent shall be relieved of the burdens of Section 697.10 and Section 212.10, Florida Statutes, by this Assurance.

The undersigned agree and covenant to assure that this documentation shall conform to the Agreement and/or Seller's requirements. Closing Agent is relying upon this Agreement and the covenants herein in closing this transaction. Further, the undersigned hereby acknowledge that Closing Agent prepared documents and closed this transaction in a neutral capacity, pursuant to request of Broker, and did not furnish any legal representation or counsel whatsoever to either party hereto.

Closing Agent shall have the right, but shall not be obligated, to bring suit in his own name to enforce the obligations incurred by the parties in connection with the agreement, and in the event any suit is brought to enforce this agreement, the prevailing party shall be entitled to recover all costs and expenses including a reasonable attorney's fee. Furthermore, the parties hereby agree to hold Closing Agent and Broker free and harmless from any and all liability of any nature whatsoever associated with the herein transaction.

Affiant further recognizes that agent reserves the right to deposit any amounts collected for disbursements in an interest bearing account in a Federally Insured Institution and to credit any interest so earned to its own account.

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Witness:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Witness:

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_, is/are personally known to me or who produced identification in the form of \_\_\_\_\_.

\_\_\_\_\_  
Notary:

My Commission expires: