

9. Contract Deposit Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into between THE OAKS AT OAKLAND PARK, LLC, a Florida limited liability company (hereinafter referred to as "Principal[s]") and RUDEN, McCLOSKEY, SMITH, SCHUSTER & RUSSELL, P.A., whose address is 200 East Broward Boulevard, P.O. Box 1900, Fort Lauderdale, Florida 33302 (hereinafter referred to as "Escrow Agent").

WHEREAS, Principal(s) desire that Escrow Agent hold certain property as described on "Exhibit A" hereto ("Escrowed Property") pursuant to certain documents described on "Exhibit B" hereto, if any ("Documents"); and

WHEREAS, Escrow Agent has agreed to act as escrow agent for the Escrowed Property on the terms and conditions now about to be set forth.

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth and other good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

I. Escrow

A. Escrow Agent agrees to hold all of the Escrowed Property in escrow subject to the terms and conditions contained in this Escrow Agreement and the Documents, if any. The provisions of this Escrow Agreement shall control in the event of any conflict between the provisions hereof and the provisions of the Documents, if any.

B. Unless otherwise provided for in this Escrow Agreement or any addendum hereto, Escrow Agent shall disburse the Escrowed Property without interest or other accumulation in value.

C. Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actually received written notice of such matter or thing and Escrow Agent shall not be charged with any constructive notice whatsoever.

D. In the event the Escrowed Property consists in whole or in part of stocks, bonds or certificates of deposit (or any other property which may fluctuate in value) Escrow Agent shall hold in escrow, pursuant to this Escrow Agreement, any proceeds of the Escrowed Property actually delivered to Escrow Agent and realized as a result of splits, calls, redemptions or otherwise, but shall not be obligated to ascertain the existence of (or initiate recovery of) such proceeds or to become or remain informed with respect to the possibility or probability of such proceeds being realized at any time in the future, or to inform any Principal(s) or any third party with respect to the nature and extent of any proceeds realized, except upon the written request of such party, or to monitor current market values of the Escrowed Property. Further, Escrow Agent shall not be obligated to proceed with any action or inaction based on information with respect to market values of the Escrowed Property which Escrow Agent may in any manner learn, nor shall Escrow Agent be obligated to inform Principal(s) or any third party with respect to market values of any one or more of the Escrowed Property at any time, Escrow Agent having no duties with respect to investment management or information, all Principal(s) understanding and intending that Escrow Agent's

