

STOCK TRANSFER AGREEMENT

THIS STOCK TRANSFER AGREEMENT (this "**Agreement**") is made and entered into as of the 1st day of October, 2009 (the "**Effective Date**"), by and among LINCOLN CEMETERY MEMORIAL PARK, INC., a Florida non-profit corporation (the "**Transferee**"); LINCOLN CEMETERY, INC., a Florida corporation (the "**Company**"); and Susan S. Alford, (the "**Transferor**"), the sole shareholder of the Company. Transferee, Company and Transferor are referred to herein individually as a "**Party**" and collectively as "**Parties**".

WITNESSETH:

WHEREAS, the Company is engaged in maintaining Lincoln Cemetery, situated at the 8.82 acre property located at 600 58th Street South, Gulfport, FL 33707, as more particularly described in Exhibit A hereto ("**Lincoln Cemetery**").

WHEREAS, the Company has authorized ten thousand (10,000) shares of common stock, of which ten thousand (10,000) shares are currently issued and outstanding;

WHEREAS, Transferor owns all ten thousand (10,000) shares (the "**Transferor Shares**") of the Company's common stock;

WHEREAS, Transferor desires to transfer to Transferee, and Transferee desires to assume ownership from Transferor, the Transferor Shares, upon the terms and conditions hereinafter set forth;

WHEREAS, Transferor is the principal and sole shareholder of Company; and

WHEREAS, Transferee has agreed to assume the obligations of Company hereunder as a condition to the consummation of said transfer.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants, agreements and stipulations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree, covenant, represent and warrant as follows:

1. **Recitals; Defined Terms.** The foregoing recitals are true and correct statements of fact and are incorporated into the body of this Agreement by this reference. In addition, the following terms shall have the meanings indicated:

"**Affiliate**" means, with respect to any Person; (i) any officer, director, trustee, partner, manager, employee, or direct or indirect holder of ten percent (10%) or more of any class of the voting securities of or equity interest in such Person; (ii) any entity that Controls, is Controlled by, or is under common Control with such Person; or (iii) any officer, director, trustee, partner, manager, employee, or direct or indirect holder of ten percent (10%) or more of the outstanding voting securities of any entity that Controls, is Controlled by, or is under common Control with such Person.

"**Agreement**" means this Stock Transfer Agreement.

"**Closing**" means the consummation of the transactions contemplated hereby.

"**Closing Time**" means the date and time at which the Closing occurs.

"**Company**" means Lincoln Cemetery, Inc., a Florida corporation.

"Company Indemnitee" means the Company or any manager, officer, director, employee or agent of the Company.

"Control" of a Person means: (i) the direct or indirect ownership of more than 50% of the equity interests in such Person; or (ii) the power to direct or cause the direction of the management or policies of such Person.

"Effective Date" means October 1, 2009.

"Effective Time" means 12:00 p.m. Eastern Standard Time on the Effective Date.

"Encumbrance" means any claim, lien, pledge, restriction, charge or encumbrance of any kind, nature or description.

"Headstone Business" means the business of design, manufacture, distribution, installation, or repair of headstones.

"Indemnitee" means a Company Indemnitee, a Transferor Indemnitee, or a Transferee Indemnitee, as applicable.

"Loss" means any loss, damage, liability, cost, action, cause of action, suit, claim, debt, penalty, fee, liability, damage, account, reckoning, or any expense in connection therewith, including any reasonable attorneys' fee or disbursement.

"Non-Compete Area" means any geographic area lying within: Pinellas County, Florida; Manatee County, Florida; Hillsborough County, Florida; Pasco County, Florida; or any other geographic area in which the Transferee conducts any manner of Headstone Business.

"Party" means Transferor, Transferee, or the Company.

"Person" means any natural person, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or other association, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person, where the context so admits.

"Securities Act" means the Securities Act of 1933, as amended.

"Third Party Claim" means a claim or legal proceeding by a claimant that is not a Party to this Agreement.

"Transferee" means Lincoln Cemetery Memorial Park, Inc, a Florida non-profit corporation.

"Transferee Indemnitee" means Transferee or any employee or agent thereof.

"Transferor" means Susan S. Alford, sole shareholder of Lincoln Cemetery, Inc.

“**Transferor Indemnitee**” means Transferor or any manager, officer, director, employee or agent of Transferor.

“**Transferor Shares**” means the ten thousand (10,000) authorized and issued shares of the Company’s common stock that Transferor will Transfer to Transferee at the Closing.

“**Transferor Stock Certificate**” means the certificate representing the Transferor Shares.

“**Trust Assets**” means all moneys paid to or received or held in trust by Stearns Bank for the Care and Maintenance Account of Lincoln Cemetery.

2. **Transfer and Assumption of Ownership.** Subject to the terms and conditions set forth in this Agreement, at the Closing, Transferor shall transfer, assign and deliver to Transferee, and Transferee shall assume ownership from Transferor, the Transferor Shares. The Closing shall occur contemporaneously with the execution of this Agreement, and shall be effective as of the Effective Time. Transferor will deliver the Transferor Shares to Transferee at the Closing Time, with all certificates duly endorsed and ready for transfer. As a result of such sale, Transferor will have conveyed to Transferee all of Transferor’s right, title and interest in the Company.

3. **Consideration for Shares.** In consideration of Transferor’s accord with the terms of this Agreement and Transferor conveying, assigning and delivering the Transferor Shares, Transferee will assume all liabilities associated with the Transferor Shares, Lincoln Cemetery, Inc., and as hereinafter set forth by this Agreement. Transferee will assume ownership of the Transferor Shares provided, however, that no fair market value shall be assigned to the Transferor Shares or Lincoln Cemetery, Inc. because the Company’s assets are equal its liabilities (specifically, the Cemetery has been sold out of burial plots).

4. **Closing Date and Closing Procedure.**

(a) **Closing.** The execution and delivery of this Agreement and the consummation of the transactions contemplated herein (the “**Closing**”) shall be performed through the execution and exchange of executed counterpart documents and the delivery of funds. The Closing shall occur contemporaneously with the execution of this Agreement, and shall be effective as of the Effective Time. None of the deliveries required to be made by a Party at Closing under this Section 4 shall be deemed to have been delivered unless and until all required Closing deliveries by all Parties have been made (or the obligation to make such delivery has been waived by all Parties entitled to receipt of such delivery).

(b) **Transferor's Deliveries at Closing.** In addition to other events or instruments and items that may be otherwise expressly provided for in this Agreement, at the Closing Transferor shall deliver or cause to be delivered the following items:

- (i) Transferor shall deliver to Transferee and Company a copy of this Agreement, fully executed by Transferor;
- (ii) Transferor shall deliver to Transferee the Transferor Stock Certificate, duly endorsed to Transferee;

(iii) Transferor shall deliver to Transferee the written resignation of Susan S. Alford and Richard S. Alford as officers and directors of Company, effective as of the Closing Time; and

(iv) Transferor shall deliver to Transferee: (a) a certificate, dated the Closing Time, stating that the representations and warranties set forth in Section 5(b) below are true and correct as of the Closing; (b) certified copies of the resolutions of Transferor approving the execution, delivery and performance of this Agreement and the transactions contemplated thereby, and the other agreements contemplated by this Agreement to which Transferor is a party; (c) any evidence requested by Transferee in its sole discretion to confirm that immediately prior to the Closing Transferor has sole, unrestricted title to the Transferor Shares, free and clear of all Encumbrances; (d) any documentary evidence reasonably requested by Transferee that all representations and warranties of Transferor set forth in this Agreement are true and correct as of the Closing; and (e) all other and further documents and assurances reasonably required by Transferee of Transferor for such Persons to fully comply with all of the covenants and agreements on such Person's respective part to be done and performed under this Agreement, and the other instruments and documents contemplated thereby.

(c) Transferee's Deliveries at Closing. In addition to other events or instruments and items that may be otherwise expressly provided for in this Agreement, at the Closing, Transferee shall deliver or cause to be delivered the following items:

(i) Transferee shall deliver to Transferor and Company a copy of this Agreement, fully executed by Transferee; and

(ii) all other and further documents and assurances reasonably required by Transferor of Transferee for such Persons to fully comply with all of the covenants and agreements on such Person's respective part to be done and performed under this Agreement, and the other instruments and documents contemplated thereby.

(d) The Company's Deliveries at Closing. In addition to other events or instruments and items that may be otherwise expressly provided for in this Agreement, at the Closing, the Company shall deliver or cause to be delivered the following items:

(i) the Company shall deliver to Transferor and Transferee a copy of this Agreement, fully executed by the Company; and

(ii) all other and further documents and assurances reasonably required by Transferor or Transferee of the Company for such Persons to fully comply with all of the covenants and agreements on such Person's respective part to be done and performed under this Agreement, and the other instruments and documents contemplated thereby.

(e) Conditions to Closing. The obligation of each Party to take the foregoing actions and otherwise to proceed to Closing and consummate the transfer of the Transferor Shares as contemplated hereby is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by the Party entitled to the benefit of such satisfaction, in whole or in part):

(i) In the case of Transferee: (x) all representations and warranties of Transferor and Company set forth in this Agreement shall be true and correct as of the Closing Time; and (y) each other Party shall have made all of such other Party's deliveries as required above in this Section 4.

(ii) In the case of Transferor: (x) all representations and warranties of Transferee and Company set forth in this Agreement shall be true and correct as of the Effective Date and the Closing Time; and (y) each other Party shall have made all of such other Party's deliveries as required above in this Section 4.

(iii) In the case of Company: (x) all representations and warranties of Transferor and Transferee set forth in this Agreement shall be true and correct as of the Effective Date and the Closing Time; and (y) each other Party shall have made all of such other Party's deliveries as required above in this Section 4.

5. **Representations and Warranties.**

(a) **Representations and Warranties of Transferee.** As an inducement to Transferor and Company to enter into this Agreement and to consummate the transactions contemplated hereby, and with the knowledge that Transferor and Company shall rely thereon, Transferee represents and warrants to Transferor, to the best of knowledge and belief, the following (both as of the Closing Time and as of the Effective Date hereof):

(i) **Purpose of Transfer.** Transferee is purchasing Transferor Shares neither for investment nor for resale.

(ii) **Broker.** Transferee has involved no broker in the negotiation of this Agreement or the transactions contemplated hereby.

(iii) **Transferee's Residence.** Transferee is a resident of Florida.

(iv) **Power of Transferee.** Transferee has full power and authority to enter into this Agreement and consummate the transactions contemplated hereby.

(v) **Transferee's Operation of the Cemetery.** Transferee has received all regulatory and legal approvals, under Chapter 497 of the Florida Statutes and other applicable law, to own the Company and to operate Lincoln Cemetery and maintain the Trust Assets.

(vi) **Full Disclosure.** Transferee has been given reasonable access to full and fair disclosure of all other material books, records, contracts and documents of the Company. Transferee has had the opportunity to ask questions and receive answers concerning the operation and financial affairs of the Company and to obtain any additional information which the Company possesses or can obtain to verify information.

(vii) **Due Authorization and Execution by Transferee.** This Agreement has been, and each other agreement, instrument and document to be executed and delivered by Transferee pursuant to this Agreement will be, duly executed and delivered by Transferee and each constitutes the legal, valid and binding obligation of Transferee, enforceable in accordance with

its terms, except as enforceability may be limited by applicable bankruptcy, insolvency and other laws and equitable principles affecting creditors' rights generally and the discretion of the courts in granting equitable remedies.

(viii) Execution, Delivery and Performance Permitted Without Violation. The execution, delivery and performance of this Agreement (including the sale of the Transferor Shares pursuant to this Agreement) are, and all of the agreements, instruments and documents to be executed and delivered by Transferee pursuant to this Agreement will be, in compliance with, and is not (and will not be), assuming the giving of notice or the passage of time or both, in violation of any law applicable to Transferee or any asset to which Transferee is subject or bound, or any agreement, commitment, order, ruling or proceeding to which Transferee or any asset of Transferee is a party, subject or bound.

(b) Representations and Warranties of Transferor. As an inducement to Transferee and Company to enter into this Agreement and to consummate the transactions contemplated hereby, and with the knowledge that Transferee and Company shall rely thereon, Transferor represents and warrants to Transferee and Company, to the best of knowledge and belief, the following (both as of the Closing Time and as of the Effective Date hereof):

(i) Ownership; Delivery of Clear Title. Immediately prior to the consummation of the transactions contemplated hereby, Transferor is the sole owner of the Transferor Shares, and owns all right, title and interest in and to the Transferor Shares.

(ii) Power and Authority to Transfer. Transferor has the power and authority to transfer the Transferor Shares to Transferee pursuant to this Agreement, and to execute, deliver and otherwise perform this Agreement and the agreements, instruments and documents to be executed and delivered by Transferor pursuant to this Agreement.

(iii) Broker. Transferor has not involved any broker in the negotiation of this Agreement or the transactions contemplated hereby.

(iv) Due Authorization and Execution by Transferor. This Agreement has been, and each other agreement, instrument and document to be executed and delivered by Transferor pursuant to this Agreement will be, duly executed and delivered by Transferor, and each constitutes the legal, valid and binding obligation of Transferor, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency and other laws and equitable principles affecting creditors' rights generally and the discretion of the courts in granting equitable remedies.

(v) Execution, Delivery and Performance Permitted Without Violation. The execution, delivery and performance of this Agreement (including the sale of the Transferor Shares pursuant to this Agreement) are, and all of the agreements, instruments and documents to be executed and delivered by Transferor pursuant to this Agreement will be, in compliance with, and is not (and will not be), assuming the giving of notice or the passage of time or both, in violation of any law applicable to Transferor or any asset to which Transferor is subject or bound, or any agreement, commitment, order, ruling or proceeding to which Transferor or any asset of Transferor is a party, subject or bound.

(vi) Cemetery Licensure. Transferor makes no representation or warranty as to the validity, transferability or current status of any license or authority to operate a cemetery under Chapter 497, Funeral Cemetery and Consumer Services, of the Florida Statutes.

(vii) Taxes. Transferor makes no representation or warranty as to the status of any required tax filing from the Effective Time forward.

(c) Representations and Warranties of Company. As an inducement to Transferee and Transferor to enter into this Agreement and to consummate the transactions contemplated hereby, and with the knowledge that Transferee and Transferor shall rely thereon, Company represents and warrants to Transferor and Transferee, to the best of knowledge and belief, the following (both as of the Closing Time and as of the Effective Time hereof):

(i) Company's Existence. Company is a duly organized Florida corporation, validly existing and in good standing under Florida law.

(ii) Capitalization. The entire authorized and issued aggregate number of shares of capital stock of the Company consists of 10,000 shares of common stock. All of the Transferor Shares being sold under this Agreement have been duly authorized, and are validly issued, fully paid and non-assessable.

(iii) Due Authorization and Execution by the Company. This Agreement has been, and each other agreement, instrument and document to be executed and delivered by the Company pursuant to this Agreement will be, duly executed and delivered by the Company and each constitutes the legal, valid and binding obligation of the Company, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency and other laws and equitable principles affecting creditors' rights generally and the discretion of the courts in granting equitable remedies.

(iv) Execution, Delivery and Performance, Permitted Without Violation. The execution, delivery and performance of this Agreement by the Company are, and all of the agreements, instruments and documents to be executed and delivered by the Company pursuant to this Agreement will be, in compliance with, and is not (and will not be), assuming the giving of notice or the passage of time or both, in violation of any law applicable to the Company or any asset to which the Company is subject or bound, or any agreement, commitment, order, ruling or proceeding to which the Company or any asset of the Company is a party, subject or bound.

(v) Cemetery Licensure. The Company makes no representation or warranty as to the validity, transferability or current status of any license or authority to operate a cemetery under Chapter 497, Funeral Cemetery and Consumer Services, of the Florida Statutes.

(vi) Taxes. The Company makes no representation or warranty as to the status of any required tax filing from the Effective Time forward.

6. **Covenants of the Parties.**

(a) **Covenant Not to Compete**. Transferor agrees that for a period beginning at the Effective Time and ending at the close of business on October 1, 2012, neither Transferee nor any of its Affiliates will, directly or indirectly, whether as sole proprietor, partner, venture, stockholder, director, officer, guarantor, employee, consultant, independent contractor or in any other capacity as principal or agent or through any person, subsidiary, affiliate or employee acting as a nominee or agent, engage in any of the following actions in the Non-Compete Area:

- (i) conduct or engage in, or be interested in or associated with any Person, which conducts or engages in, any manufacture, sale or distribution of headstones or any other business which is similar to or related to, and competitive with, the Headstone Business conducted by Transferee; or
- (ii) solicit, accept business or leads from, call on or contact or accept calls or contact from, any past (within the last twelve (12) months), present or prospective employees, customers, suppliers, agents or independent contractors of Transferee or Transferor with respect to the Headstone Business.

(b) **Cemetery Licensure**. Transferee acknowledges that it is Transferee's sole responsibility to obtain any license or authority to operate a cemetery that may be required under Chapter 497 of the Florida Statutes or other applicable law. Transferee shall be solely responsible for regulatory compliance related to any period after the Effective Time.

(c) **Tax Filings**. Transferor shall be solely responsible for all required tax filings for the Company through September 30, 2009. Transferee shall be solely responsible for all required tax filings and elections concerning the Company for the period after the Effective Time. Transferee acknowledges that an S-election has been made on behalf of the Company through September 30, 2009.

7. **Survival; Indemnification.**

(a) **Survival**. Each representation, warranty, covenant and agreement in this Agreement shall survive the consummation of the transactions contemplated hereby, until by its terms it is no longer applicable.

(b) **Indemnification by Transferor**. In consideration of Transferee's and Company's execution, delivery and performance of this Agreement and Transferee's acquisition of the Transferor Shares hereunder, and in addition to all of Transferor's other obligations under this Agreement, and subject to the limitations of ~~Sections 7(e) through 7(f)~~ below, Transferor, shall defend, protect, indemnify and hold harmless each Transferee Indemnitee and Company Indemnitee from and against any and all Losses incurred by such Transferee Indemnitee or Company Indemnitee (irrespective of whether such Transferee Indemnitee or Company Indemnitee is a party to the action for which indemnification hereunder is sought), to the extent that such Transferee Indemnitee or Company Indemnitee incurs such Losses as a result of, or arising out of, Transferor's breach of any representation, warranty, covenant, or

other agreement of Transferor contained in this Agreement, and except to the extent that any such Losses arise on account of the negligence or misconduct of Transferee Indemnitee or Company Indemnitee, as applicable. To the extent that the foregoing undertaking by Transferor may be unenforceable for any reason, Transferor shall make the maximum contribution to the payment and satisfaction of each of the Losses which is permissible under applicable law.

(c) Indemnification by Transferee. In consideration of Transferor's execution, delivery and performance of this Agreement and Transferor's delivery of the Transferor Shares hereunder, and in addition to all of Transferor's other obligations under this Agreement, and subject to the limitations of Sections 7(e) through 7(f) below, Transferee shall defend, protect, indemnify and hold harmless each Transferor Indemnitee from and against any and all Losses incurred by such Transferor Indemnitee (irrespective of whether such Transferor Indemnitee is a party to the action for which indemnification hereunder is sought), to the extent that such Transferor Indemnitee incurs such Losses as a result of, or arising out of: (i) Transferee's breach of any representation, warranty, covenant, or other agreement of Transferee contained in this Agreement, and except to the extent that any such Losses arise on account of such negligence or misconduct of Transferor Indemnitee; and (ii) any and all actions, suits, claims or legal, administrative, arbitration, governmental or other proceedings or investigations against any Transferee or Indemnitee that relates to Lincoln Cemetery Assets, whether the principal event giving rise thereto occurred at, or prior to, or after the Effective Time, or which result from or arise out of any action or inaction at, prior to, or after the Effective Time. To the extent that the foregoing undertaking by Transferee may be unenforceable for any reason, Transferee shall make the maximum contribution to the payment and satisfaction of each of the Losses which is permissible under applicable law.

(d) Indemnification by Company. In consideration of Transferor's and Transferee's execution, delivery, and performance of this Agreement, and in addition to all of the Company's other obligations under this Agreement, and subject to the limitations of Section 7(e) through 7(f) below, Company shall defend, protect, indemnify and hold harmless each Transferor Indemnitee and Transferee Indemnitee from and against any and all Losses incurred by such Transferor Indemnitee or Transferee Indemnitee (irrespective of whether such Transferor Indemnitee or Transferee Indemnitee is a party to the action for which indemnification hereunder is sought), to the extent that such Transferor Indemnitee or Transferee Indemnitee incurs such Losses as a result of, or arising out of, Company's breach of any representation, warranty, covenant, or other agreement of Company contained in this Agreement, and except to the extent that any such Losses arise on account of the negligence or misconduct of Transferor Indemnitee or Transferee Indemnitee as applicable. To the extent that the foregoing undertaking by Company may be unenforceable for any reason, Company shall make the maximum contribution to the payment and satisfaction of each of the Losses which is permissible under applicable law.

(e) Notice Requirement. Notwithstanding any provision of this Agreement to the contrary, no party shall be entitled to indemnification with respect to any Loss relating to this Agreement, or to the sale of the Transferor Shares pursuant hereto, unless such party provides a written notice demanding indemnification to the party from which indemnification is sought, which notice shall state, in reasonable detail: (i) the breach for which indemnification is sought; and (ii) an estimate of Losses that have arisen and may arise as a result of the claim.

(f) Third Party Claims. If any claim for indemnification hereunder results from a Third Party Claim: (i) the indemnified party shall not settle or compromise or voluntarily enter into any binding agreement to settle or compromise, or consent to entry of any judgment arising from, any such claim or proceeding, without the consent of the indemnifying party; and (ii) the indemnifying party may undertake

the defense thereof by representatives of its own choosing. The indemnified party may participate in such defense at its sole expense with advisory counsel of its own choosing. The indemnifying party may not settle or compromise the Third Party Claim without the consent of the indemnified party unless (i) there is no finding or admission of liability on the part of the indemnified party, and (ii) the sole relief provided in such settlement is monetary damages paid in full by the indemnifying party. The indemnified party shall not withhold consent unreasonably to any proposed settlement. In the event the indemnifying party after a reasonable period of time fails to begin to diligently defend the Third Party Claim (or at any time thereafter ceases to diligently defend it), the indemnified party shall have the right, after giving ten (10) days' prior written notice to the indemnifying party of its intention to do so, to undertake the defense, compromise or settlement of such Third Party Claim on behalf of, and for the account of, the indemnifying party, at the expense and risk of the indemnifying party. With respect to any Third Party Claim subject to indemnification pursuant to this Section 7, both the indemnified and indemnifying party agree to cooperate, to keep the other party reasonably informed concerning matters relating to such Third Party Claim, and to provide the other party with reasonable access to documents, employees and premises to the extent necessary to investigate and defend any Third Party Claim.

8. **Fees and Costs.** In the event it becomes necessary for one party to institute litigation in order to enforce its rights hereunder, the prevailing party in such litigation shall be entitled to reimbursement from the adverse party of any and all expenses incident to the enforcement of such rights, including, but not limited, to attorney's fees. Except as otherwise specifically provided in this Agreement, Transferee and Transferor shall pay their own respective expenses, costs and fees in connection with negotiation, preparation and execution of this Agreement and consummation of the transactions described herein.

9. **Notice.** Any notice given under this Agreement: (a) shall be in writing; (b) shall be sent by United States certified or registered mail, return receipt requested, or delivered by an overnight or two-day delivery service such as FedEx or UPS, provided such service has a confirmation/tracking system to confirm deliveries; (c) shall be sent to the receiving Party at its address set forth below, or to such other address(s) as such Party may, by written notice, designate to the other from time to time; and (d) shall be deemed to be delivered upon receipt. The delivery receipt shall be conclusive, but not exclusive, evidence of receipt. If delivery is refused upon presentation, then notice shall be deemed to be received at the time of such refusal.

If to Transferee: Lincoln Cemetery Memorial Park, Inc.,
5220 Brittany Drive South
Suite 209
St. Petersburg, FL 33715

If to Transferor: Susan S. Alford
16 - 55th Street South
St. Petersburg, FL 33707

With a copy to: Skelton, Willis, Bennett & Wallace, LLP
259 Third Street North
Post Office Box 30
St. Petersburg, Florida 33731-0030
Attention: Robert H. Willis, Jr., Esq.

If to Company: Lincoln Cemetery, Inc.
16 - 55th Street South,
St. Petersburg, FL 33707, Florida, 33715

9. **Binding Effect.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns. Each Party agrees that from time to time, as and when reasonably requested by any other Party, to vote, execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be necessary to effectuate the terms and provisions of this Agreement and its obligations hereunder.

10. **Applicable Law; Jurisdiction and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. In any action or proceeding arising out of or relating to this Agreement, each of the Parties submits to the jurisdiction of any state court sitting in or for Pinellas County, Florida, and agrees that all claims in respect of the action or proceeding may be heard and determined only in such courts, notwithstanding the jurisdiction in which this Agreement and any related instruments were executed or delivered.

11. **Headings; Interpretation; Counterparts.** The headings of the Sections and paragraphs of this Agreement are solely for convenience and reference and shall not limit or otherwise affect the meaning of interpretation of any of the terms or provisions hereof. Whenever the context requires, the singular number shall include the plural, the plural number shall include the singular, and the gender of all words used herein shall include the masculine, feminine and neuter. Any reference to a number of days hereunder shall be deemed to refer to calendar days, except as otherwise indicated. Time is of the essence of this Agreement. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties have not signed the same counterpart.

12. **Securities Laws Exemptions; Restrictions on Transfer.** The Parties hereby agree that this transaction is exempt under exemption provisions of the federal and state securities laws. Transferee hereby agrees that Transferee will not, directly or indirectly, transfer all or any part of the Transferor Shares (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of all or any part of the Transferor Shares) except in accordance with (i) the registration provisions of the Securities Act or an exemption from such registration provisions, and (ii) any applicable state or other securities laws.

13. **Exhibits; Entire Agreement.** All Exhibits to this Agreement constitute an integral part of this Agreement and the same are incorporated herein as if fully rewritten herein. This Agreement and the documents to be delivered hereunder constitute the entire understanding and agreement between the parties hereto concerning the subject matter hereof. All negotiations between the parties hereto are merged to this Agreement, and there are no representations, warranties, covenants, understandings or agreements, oral or otherwise, in relation thereto between the parties other than those incorporated herein and to be delivered hereunder. Nothing expressed or implied in this Agreement is intended or shall be construed so as to grant or confer on any person, firm or corporation other than the parties hereto, any rights or privileges hereunder. This Agreement may be amended only by a writing signed by all the parties hereto.

14. **Savings Provision.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

15. **Conflict of Interest; Independent Counsel.** Each Party hereby acknowledges and agrees that Robert H. Willis, Jr. ("RHWJR"), of Skelton, Willis, Bennett & Wallace, LLP, is an attorney licensed to practice law in the State of Florida and that he is not representing all parties and may not represent more than one party in the transaction contemplated by this Agreement because the interests of the parties are in material conflict. RHWJR is representing only Transferor in this transaction, and each Party consents to such representation. Each party must also acknowledge that it has been advised by RHWJR that RHWJR will withdraw immediately from representing Transferor upon the request of any Party and that each Party other than Transferor should obtain its own attorneys in this matter and receive independent legal advice from an attorney other than RHWJR.

16. **Further Assurances.** Each party agrees that it shall at any time or times hereafter make and execute to the other, or join in, any and all such further and other instruments, assurances and things as the other shall reasonably require for the purpose of giving full effect of these presents and to the covenants, conditions, provisions and agreements hereof; provided, however, that none of the Parties shall be further obligated in any such conveyance or instrument.

[SIGNATURES APPEAR ON NEXT PAGE]

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

Richard S. Alford

Print Name: RICHARD S. ALFORD

Robert H. Willis Jr

Print Name: Robert H. Willis Jr

By: Susan S. Alford
Susan S. Alford

Date of Signature: _____

Richard S. Alford

Print Name: RICHARD S. ALFORD

Robert H. Willis Jr

Print Name: Robert H. Willis Jr

Lincoln Cemetery, Inc.,
a Florida corporation, as Company

By: Susan S. Alford (SEAL)

Date of Signature: _____

Irene Barauskas

Print Name: Irene Barauskas

Andrew L. Barauska

Print Name: Andrew L. Barauska

Lincoln Cemetery Memorial Park, Inc.
a Florida non-profit corporation, as the Company

By: John (SEAL)

Date of Signature: 12-16-09

UNOFFICIAL COPY

STATE OF FLORIDA :

COUNTY OF PINELLAS :

The foregoing instrument was acknowledged before me this 20 day of November, 2009, by Susan S. Alford, individually and as President of Lincoln Cemetery, Inc., who is personally known to me and who did take an oath.

Lori Emerson
Notary Public (Sign Name)
State of Florida
Lori J Emerson
Notary Public (Print Name)
My Commission Expires:

[Notary Seal or Stamp]



STATE OF FLORIDA :

COUNTY OF PINELLAS :

The foregoing instrument was acknowledged before me this 16 day of December, 2009, by Sarita Anderson Sr., as President of Lincoln Cemetery Memorial Park Fund, Inc., who is personally known to me and who did take an oath.

Andrew L. Barauskas
Notary Public (Sign Name)
State of Florida
Andrew L. Barauskas
Notary Public (Print Name)
My Commission Expires: 1/31/2010

[Notary Seal or Stamp]



ANDREW L. BARAUSKAS
MY COMMISSION # DD 483387
EXPIRES: January 31, 2010
Bonded Thru Budget Notary Services

COOPY

UNOFF