May 21, 2010

Lass Accounting & Business Services Inc. 2690 Weston Road Weston, FL 33331

Roy Melvin 2780 East Fowler Avenue #303 Tampa, Florida 33612

Dear Mr. Melvin:

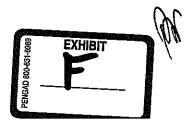
This letter will serve as an introduction letter for Lass Accounting & Business Services Inc. We are an accounting and business management firm and will be rendering all financial management and auditing services for your organization's Project.

Please find attached a contract with regard to such financial management and auditing services. Prior to the initiation of any services, we require a signed contract on file and anxiously await same to complete your closing documents.

If you have any questions, please do not hesitate to contact me at 954-805-6853 or email me at jmontesdeoca@raholdingsinternational.com

Sincerely yours,

Jeannie Montes de Oca COO Lass Accounting & Business Services, Inc. jmontesdeoca@raholdingsinternational.com 954-805-6853



FINANCIAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 17 day of May 2010, by and between Lass Accounting & Business Services, Inc., a Florida Corporation (hereinafter referred to as "Lass and Austin Park Development LLC, a Florida Corporation ("Owner").

WHEREAS, Owner and Pinnacle Mutual Inc. have entered into an Investment Agreement ("Agreement") dated May 17, 2010;

WHEREAS, Owner will receive funding in the amount of Twenty-Nine Million Eight Hundred Thousand (\$29,800,000.00) pursuant to the Agreement;

WHEREAS, as an inducement for such Agreement, Pinnacle Mutual Inc. requires that Owner retain the services of a financial management company in order to manage the funding amount received by Owner pursuant to the Investment Agreement;

WHEREAS, Lass is in the business of providing financial management services and Lass, along with certain affiliates, have certain resources and experience which enables it to provide a benefit to Owner in its business activities;

WHEREAS, Lass reserves the right to inspect the accounting records for "Austin Park Development LLC whenever they deem necessary. Lass may or may not schedule such inspections however The Owner will provide Lass access to records whenever representatives are appear.

WHEREAS, Lass and Owner agree that Lass shall provide auditing services and supervise the expenditures associated with the funding amount for the Project in accordance with the Agreement. Further, Lass shall control the disbursement of all draws pursuant to the Agreement, subject to proper, timely, and accurate documentation submitted by Owner that receives auditing approval by Lass.

WHEREAS, Lass Accounting and Owner (collectively the "Parties") desire to enter into this agreement on the terms set forth herein,

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:



Section 1: Management Services

- 1.1 Lass, directly or indirectly shall provide to Owner the following services (the "Services") and subject to the availability of resources:
- (a) Auditing: Financial officers and other personnel shall provide general financial management services, including, but not limited, advice concerning the preparation of budgets, capital expenditures, financing, and long range strategic planning.
- (b) Accounting: Lass shall provide General administrative and technical services, advice and direction, including, but not limited to, (i) advice in accounting, cost accounting, tax compliance and reporting systems services; (ii) costs controls and evaluations; (iii) preparation of financial documentation, (iv) supervising guidelines internal policies and other direction, as may be necessary, for producing a successful project; (v) compensation planning; (vi) preparation of reporting forms.
- 1.2. It is understood that Lass shall provide any of the Services directly or through any of its affiliates, professional advisors or other representatives ("Services Providers").
- 1.3. The Services Providers shall, in its provision of Services hereunder, utilize a standard of duty and care equal to that of a reasonably prudent financial services provider acting on its own behalf in similar circumstances and in accordance with industry practices and standards.

Section 2: Fees and Reimbursement

- 2.1 In consideration for the provision of Services under this agreement, Lass Accounting shall be entitled to payment from Owner as follows:
- (a) Owner shall pay or cause to be paid, to Lass a Fee ("Financial Management Services Fee") of One Hundred Thousand Dollars U.S. (\$100,000.00).
- (b) The Financial Management Services Fee outlined above shall be paid as follows: Upon the closing of the funding amount in accordance with the Agreement.
- (c) The Financial Management Services Fee includes all out-of-pocket expenses of Lass, including, but not limited to all travel and travel-related expenses.

Section 3: Term and Termination

- 3.1 The term of this agreement shall begin on the date hereof and shall continue throughout the after purchase of land and equipment for the Project. This agreement shall not be assigned by either of the parties without prior written consent of the other party. Such consent shall not be reasonably withheld; however, if requested by Lass, Owner shall consent to the assignment of this agreement to a third party during the period in which Pinnacle Mutual Inc. has an interest in the Project. Any third party assignee shall assume all of the obligations of this contract and Owner shall remain personally liable for the fulfillment of this agreement in the same manner as if no such assignment had been made.
- 3.2. In addition to the provisions of Section 3 hereof, the provisions of this agreement may be terminated immediately upon written notice as follows:



- (a) By either party to this agreement in the event the other party shall fail to perform any of its obligations hereunder and fails to remedy such non-performance within thirty (30) days after written demand therefore:
- (b) By either party to this agreement, upon notice to the other party, if that the other Party shall be declared insolvent or bankrupt or make any assignment or other arrangement for the benefit of its creditors or to be dissolved or liquidated.
- 3.3. Upon termination of the provisions of this agreement all rights and obligations hereunder shall forthwith terminate, except for rights and obligations in respect of payment for Services as provided in Section 2.

IN WITNESS WHEREOF, the parties have executed this agreement as provided above.

Lass Accounting & Business Services, Inc. By: /s/Jeannie Montes de Oca

COO 2690 Weston Road Weston, FI 33331

Date:

Austin Park Development, LLC

By: /s/ Roy Melvin

2780 East Fowler Avenue #303

Tampa, FL 33612

Date June 10, 2010

