EXHIBIT 4

ROBERTS
REAL ESTATE, INC.

October 9, 2012

Mr. Peter A. Kopfinger
Gordon, Arata, McCollam, Duplantis & Eagan, LLC
One American Place
301 Main Street, Suite 1600
Baton Rouge, LA 70801-1916

Mr. Tom Sandeman
Piccadilly Restaurants, LLC
3232 S. Sherwood Forest Blvd.
Suite 231
Baton Rouge, LA 70816

Re: Piccadilly's, Inc. sale to Marion Title Insurance Agency
1602 E. Silver Springs Blvd., Ocala, FL

Dear Mr. Kopfinger and Mr. Sandeman:

This will confirm that for the above transaction listed above I have agreed to reduce my commission to 4%.

Sincerely,

Carolyn K. Roberts
President/Broker

Exclusive Right of Sale Listing Agreement For Commercial Property

Florida Association of REALTORS®

This is a legal and binding contract on all parties hereto, including their heirs, legal representatives, successors and assigns and if it is not fully understood, OWNER should seek competent legal advice.

1. This contract made and entered into by and between:
PICCADILLY RESTAURANTS, LLC ("OWNER" which term shall include singular and plural)
and ROBERTS REAL ESTATE, INC. ("BROKER")

OWNER hereby gives BROKER for a period of time commencing the 29 day of Aug 2011, and terminating the 25 day of Feb 2012, or any renewal hereof ("Termination Date") THE EXCLUSIVE RIGHT AND AUTHORITY to find a purchaser of the real property and/or inventory or assets, arrange a merger, lease, lease with option to purchase, rent or exchange for the herein described property and personalty described in Paragraph 1(A). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of the Agreement will automatically extend through the date of the actual closing of the sales contract.

A. Description of real property:
Street address: 1602 E. SILVER SPRINGS BLVD., OCALA, FL 34471

Legal Description: PARCEL ID#29315-000-00 - SEE ATTACHMENT

B. Description of personal property (including machinery, inventory, supplies and equipment): Upon the following price and terms: SEE ATTACHMENT

Price: $ 799,000
Terms: (include special financing terms here) N/A

C. Mortgage Information: existing mortgage with $_____ Balance; _____%, Payable $ _____, Per Month P.I. $_____ Approximately _____ years to run.

D. Interest on encumbrances, taxes, insurance premiums and rents shall be adjusted pro rata at the date of closing. Improvement liens, if any, will be discharged by the OWNER. The usual and customary time to be allowed for examination of title and closing of the transaction. Personal property to be included in the purchase price shall include all fixed equipment, and plants and shrubbery now installed on said property. It is understood that the sale is to include: ☐ the goodwill and name as a going concern; ☒ furniture, fixtures and equipment as per attached inventory; ☐ advertising; contract rights; ☐ leases; ☐ licenses; ☐ rights under any agreement for interests except as stated herein. Seller shall convey title to personal property assets by Bill of Sale Absolute giving good marketable title unless the sale is a secured transaction, in which case a Security agreement will be required by the purchaser. The OWNER agrees at its expense to provide (a) preparation of and delivery to the Purchaser of a warranty deed or other _____ conveying a marketable title free and clear of all liens except encumbrances of record assumed by the Purchaser as part of the purchase price **(public utility easements)**; (b) abstract of title or binder for marketable title insurance policy; (c) documentary stamps for the deed; (d) Seller's attorney fees; (e) recording fee for satisfaction of existing mortgage is paid off.

2. BROKER agrees:

A. To process Property through Multiple Listing Services.
B. To inspect and become familiar with the Property and promote its sale;
C. To present all offers and counter-offers in a timely manner regardless of whether the Property is subject to a contract for sale;
D. To advertise the Property as Broker deems advisable including advertising the Property on the Internet unless limited in 2(d)(i) or 2(d)(ii) below.
(Seller opt-out)(Check one if applicable)
☐ (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet.

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❑ (ii) **Seller** does not authorize **Broker** to display the Property on the Internet.
Seller understands and acknowledges that if **Seller** selects option (ii), consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.
_____/_____ **Initials of Seller.**

E. Virtual Office Websites: Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Website may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.

❑ **Seller** does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.

❑ **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

F. To the extent not in conflict with BROKER'S duties under paragraph 6 below, to furnish information requested by another agent or licensed real estate broker and to assist cooperating broker in closing transaction on the Property when requested.

G. To take all reasonable precautions to prevent damage in the process of showing Property or permitting others to show Property, but BROKER accepts no responsibility for loss or damage; and

H. To ❑ utilize ❑ not utilize the name of the OWNER in connection with marketing or advertising of the Property either before or after sale;

I. To represent the OWNER, and thereby is authorized to accept, receipt for and hold all monies paid or deposited as a binder or deposit on the purchase of the Property, and the duties of the BROKER relative thereto shall be in accordance with the laws of the State of Florida and regulations of the Florida Real Estate Commission; and

3. OWNER agrees:

A. To pay the BROKER compensation in accordance with the terms of this Agreement set forth in paragraph 4 below;

B. To give BROKER permission to pay cooperating brokers, except when not in OWNER'S best interest: ☒ and to offer compensation in the amount of _____**3**% of the purchase price or $_____ to buyer's agents, who represent the interest of the buyers, and not the interest of OWNER in a transaction; ☒ and to offer compensation in the amount of _____**3**% of the purchase price or $_____ to a broker who has no brokerage relationship with the buyer or OWNER; ☒ and to offer compensation in the amount of _____**3**% of the purchase price or $_____ to transaction brokers for the buyer; ❑ None of the above (if this is checked, the Property cannot be placed in the MLS.)

C. In the event of an exchange, to permit BROKER to represent all parties and collect compensation or commissions from them. BROKER is authorized to pay other brokers such compensation or commissions in any manner acceptable to brokers.

D. To pay compensation due BROKER if Property, or any interests therein is sold, leased or contracted to be sold or leased or otherwise transferred within **90** days after Termination Date to anyone to whom the Property was submitted by or through the efforts of any BROKER or the OWNER before the Termination Date. However, the obligation to pay such compensation to BROKER shall cease if a bona fide Exclusive Right of Sale Contract is entered into after Termination Date with another licensed BROKER and a sale, lease, exchange or contract therefor, of the Property is made during the term thereof;

E. To notify the BROKER in writing before leasing, mortgaging or otherwise encumbering the Property and to provide details of any such encumbrances;

F. To refer immediately to BROKER all inquiries relative to the purchase or leasing of the Property.

G. To warrant accuracy of information set forth herein and on the data sheets, exhibits and addenda attached hereto and to indemnify and save harmless BROKER and those relying thereon for damages resulting from errors contained therein;

H. To furnish BROKER with keys to the Property and make the Property available for BROKER to show during reasonable hours;

I. To pay any applicable sales tax when due;

J. To obtain any information relating to the present mortgage or mortgages on the Property including existing balance, interest rate, monthly payment, balance in escrow and payoff amount;

K. To authorize BROKER to place "For Sale", "Under Contract" OR "Sale Pending" signs upon the Property and to remove the signs upon termination of this Agreement or sale of the Property; and

L. To otherwise cooperate with the BROKER in carrying out the purpose of this Contract.

M. Provide all reasonable financial information, including but not limited to balance sheet, etc.

4. Compensation: OWNER agrees to pay BROKER as follows, including paying all taxes, if any, on BROKER'S services, if BROKER, any agent of BROKER or a Buyer's Broker procures a buyer who is ready, willing, and able to purchase, lease, or exchange the property, and/or inventory of the OWNER, and/or assets of the business whichever is applicable, on the terms of this Contract or any other terms acceptable to OWNER. The stated compensation shall be paid to the BROKER in the event of a sale, exchange, or transfer of any interest including stocks or shares in the Property during the term of this contract, whether such transaction, sale or exchange be accomplished by the BROKER or any other person or entity including OWNER: (complete whichever fee arrangements apply):

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A. (CHECK ONE): ☒ 6% of gross sales price, or ☐ _____% of gross sales price plus $_____, or ☐ $_____ including fees BROKER may pay to cooperating brokers. OWNER shall pay this fee at the time, and from the proceeds, of closing. If OWNER transfers the Property for nominal consideration, OWNER shall pay $_____ on the date OWNER transfers title.

B. In the event the Property is leased during the term of this Agreement, OWNER shall pay to BROKER a leasing fee of $_____ or 6% of gross lease amounts. The fee shall be paid to BROKER when BROKER, OWNER or anyone working by or through BROKER produces a tenant acceptable to OWNER. If the tenant purchases the Property at any time, even if such a purchase is subsequent to the expiration date of this Agreement, BROKER shall be paid the stated compensation set forth in Paragraph 4A at the time of closing.

C. In the event that deposit(s) be retained, 0 % thereof, but not exceeding the compensation provided above, shall be paid to the BROKER as full consideration for BROKER(s) services, including costs expended by BROKER, and the balance shall be paid to OWNER. If the transaction shall not be closed because of refusal or failure of OWNER to perform, the OWNER shall pay the said compensation in full to BROKER upon demand.

5. OWNER understands that this Contract does not guarantee the sale of the Property but that it does assure OWNER that BROKER will make earnest and continued effort to sell the Property until this Contract is terminated.

6. (CHECK ONE) OWNER ☐ DESIRES ☐ DOES NOT DESIRE UTILIZATION OF A LOCKBOX SYSTEM. IN THIS REGARD, OWNER HAS BEEN INFORMED THAT THROUGH THE USE OF A LOCKBOX SYSTEM, THE PROPERTY MAY BE MORE READILY SHOWN TO PROSPECTIVE BUYERS, BUT THAT PERSONAL PROPERTY OF OWNER, MAY, THEREFORE, BE MORE SUSCEPTIBLE TO THEFT OR DAMAGE. OWNER AGREES THAT THE LOCKBOX, IF UTILIZED, WILL BE FOR THE BENEFIT OF OWNER AND RELEASES BROKER AND THOSE WORKING BY OR THROUGH BROKER, AND THE BROKER(S) LOCAL BOARD(S) AND/OR ASSOCIATIONS OF REALTORS FROM ANY LIABILITY AND RESPONSIBILITY IN CONNECTION WITH ANY LOSS THAT MAY OCCUR. THE BROKER ADVISES AND REQUESTS THE OWNER TO SAFEGUARD OR REMOVE ANY VALUABLES NOW LOCATED ON THE PROPERTY AND TO VERIFY THE EXISTENCE OF OR OBTAIN PROPER PROPERTY INSURANCE. SHOULD A TENANT BE IN THE PROPERTY, THE SELLER SHOULD NOTIFY THE TENANT IN WRITING OF THE USE OF A LOCKBOX.

7. OWNER authorizes BROKER, upon execution of a contract for sale and purchase, to notify the Multiple Listing Service of the pending sale and after closing of the sale to disclose sale information including the sales price to the Multiple Listing Service, other REALTORS and appraisers.

8. In the event any litigation arises out of this Contract, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

9. TERMINATION: This Contract shall terminate as of the Termination date unless sooner terminated as provided below:

A. If OWNER decides, because of a bona fide change in circumstances, not to sell the Property, this Contract shall be conditionally terminated as of the date OWNER executes a Withdrawal Agreement and pays BROKER a cancellation fee of $0. If OWNER contracts for sale to anyone after the agreed early termination date but on or before the original Termination Date, then the early termination provided by this paragraph shall be voidable by BROKER and OWNER shall pay BROKER the compensation stated in paragraph 4, less the cancellation fee paid pursuant to this paragraph.

B. If at any time during the term of this Contract, BROKER determines that the proceeds from the sale of the Property which OWNER would reasonably expect to receive will not be sufficient to pay the compensation due BROKER, then this Contract may be terminated by BROKER upon three days written notice to OWNER.

10. MANDATORY ARBITRATION: ATTORNEYS' FEES: All claims, disputes, and other matters in question between the parties arising out of or relating to this Contract, or any addendum or addition, SHALL BE DECIDED BY MANDATORY BINDING ARBITRATION in accordance with the Florida Arbitration Code, Chapter 682, Florida Statutes. Each party shall select any arbitrator and the two arbitrators so chosen shall choose a third arbitrator. The three arbitrators so chosen shall hear and determine the matter. THIS AGREEMENT TO ARBITRATE SHALL BE SPECIFICALLY ENFORCEABLE UNDER THE FLORIDA ARBITRATION CODE, and judgment upon the award rendered by the ARBITRATORS may be entered by the Court having jurisdiction thereof. In connection with any such arbitration or litigation, the prevailing party shall be entitled to recover all fees and costs incurred including reasonable attorneys' fees. OWNER has been advised and consents to permit BROKER to file a lien against the Property, if applicable, for unpaid real estate commissions, pursuant to Section 475.42(1)(j), Florida Statutes, which lien shall be released only at such time as the full commission and all other sums due under this Agreement, including interest, attorneys fees and costs, have been paid in full.

11. COMMERCIAL LIEN ACT DISCLOSURE: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a BROKER has earned a commission by performing licensed services under a brokerage agreement with you, the BROKER may claim a lien against your net sales proceeds for the BROKER'S commission. The BROKER'S lien rights under the act cannot be waived before the commission is earned.

12. MISCELLANEOUS: This Agreement is binding on BROKER's and OWNER's heirs, personal representatives, administrators, successors and assigns. BROKER may assign this Contract to another listing office. This Contract is the entire agreement between BROKER and OWNER. No prior or present agreements or representations shall be binding on BROKER or OWNER unless included

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in this Contract. Signatures, initials and modifications communicated by facsimile will be considered as originals. The term "buyer" as used in this Contract includes buyers, tenants, exchangors, optionees and other categories of potential or actual transferees.

13. ADDITIONAL TERMS SELLER, PICCADILLY RESTAURANTS, LLC, MAY TERMINATE THIS LISTING AGREEMENT UNCONDITIONALLY ON NOVEMBER 27, 2011 BY PROVIDING BROKER, ROBERTS REAL ESTATE, INC. 3 DAYS WRITTEN NOTICE OF SUCH CANCELLATION.

Date: _____ **Seller:** _____ (print name) Tax ID No: __ __ __ - __ __ - __ __ __ __

Telephone #'s: Home _____ Work _____ Cell _____ Fax: _____

Address: _____ E-mail: _____

Date: _____ **Seller:** _____ (print name) Tax ID No: __ __ __ - __ __ - __ __ __ __

Telephone #'s: Home _____ Work _____ Cell _____ Fax: _____

Address: _____ E-mail: _____

Date: August 26, 2011 **Authorized Listing Associate or Broker:** CAROLYN K. ROBERTS (print name)

Brokerage Firm Name: ROBERTS REAL ESTATE, INC. Telephone: 352-351-0011

Address: 115 NORTHEAST EIGHTH AVENUE, OCALA, FL 34471

_____ _____

Signature of **Seller** Signature of **Seller**

Carolyn K. Roberts

Signature of Associate or Broker

Copy returned to **Seller** on the _____ day of _____, _____ by: ❑ personal delivery ❑ mail ❑ e-mail ❑ fax.

Seller (____) (____) and **Broker/Sales Associate** (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4 Pages.

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EXHIBIT A

Marion County, FL

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF OCALA, COUNTY OF MARION, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

Commencing 60.223 chains West and 15.69 chains South of NE corner of ALVAREZ GRANT, in Township 15 South, Range 22 East; thence South 264 feet. West 193.86 feet, North 264 feet. East 193.86 feet, less any part thereof being within the lines of Silver Springs Boulevard; also known as 1602 Silver Springs Boulevard, Ocala, Florida. EXCEPT road right of way on North and West.

Which lands may also be described as a parcel of land lying in the ALVAREZ GRANT, in Township 15 South, Range 22 East of Marion County, Florida, described as follows:

Commencing at the intersection of the South Right-of-way Boundary of Silver Springs Boulevard, (State Road 40), and the East Right-of-way Boundary of Southeast 16th Avenue, as shown on the Florida Department of Transportation Right-of-way Map, Section #3608-112, dated 5/1/56; thence on said South Right-of-way Boundary of Silver Springs Boulevard, N 89°47'00" E, a distance of 19.94 feet to the Point of Beginning; thence on said South right-of-way Boundary of Silver Springs Boulevard, N 89° 47' 00" E, a distance of 174.90 feet; thence departing said South Right-of-way Boundary, S 00°39'45" E, a distance of 253.48 feet; thence S 89°41'57" W, a distance of 194.46 feet to a point on the aforesaid East Right-of-way Boundary of Southeast 16th Avenue; thence on said East Right-of-way Boundary of Southeast 16th Avenue, N 00°44'55" W, a distance of 228.74 feet; thence N 38°00'14" E, a distance of 31.86 feet to the Point of Beginning.

L&W No. 2
Site No. 0905
Site Name: OCSIL

LA\1220283.5

Exclusive Right of Sale Listing Agreement For Commercial Property

FLORIDA ASSOCIATION OF REALTORS®

This is a legal and binding contract on all parties hereto, including their heirs, legal representatives, successors and assigns and if it is not fully understood, OWNER should seek competent legal advice.

1. This contract made and entered into by and between:
PICCADILLY RESTAURANTS, LLC ("OWNER" which term shall include singular and plural)
and ROBERTS REAL ESTATE, INC. ("BROKER")

OWNER hereby gives BROKER for a period of time commencing the 29 day of Aug 2011, and terminating the 25 day of Feb 2012, or any renewal hereof ("Termination Date") THE EXCLUSIVE RIGHT AND AUTHORITY to find a purchaser of the real property and/or inventory or assets, arrange a merger, lease, lease with option to purchase, rent or exchange for the herein described property and personalty described in Paragraph 1(A). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of the Agreement will automatically extend through the date of the actual closing of the sales contract.

A. *Description of real property.*
Street address: 1602 E. SILVER SPRINGS BLVD., OCALA, FL 34471

Legal Description: PARCEL ID#29315-000-00 - SEE ATTACHMENT

B. Description of personal property (including machinery, inventory, supplies and equipment) Upon the following price and terms: SEE ATTACHMENT

Price: $ 799,000
Terms: (include special financing terms, if any) N/A

C. Mortgage Information: existing mortgage with $_____ Balance, _____%, Payable $ _____, Per Month P.I. $_____ Approximately _____ years to run.

D. Interest on encumbrances, taxes, insurance premiums and rents shall be adjusted pro rata as of the date of closing. Improvement taxes, if any, will be discharged by the OWNER. The usual and customary time to be allowed for examination of title and closing of the transaction. Personal property to be included in the purchase price shall include all fixed equipment, and plants and shrubbery now installed on said property. It is understood that the sale is to include: ☐ the goodwill and name as a going concern, ☒ furniture, fixtures and equipment as per attached inventory; ☐ advertising, contract rights; ☐ leases, ☐ licenses; ☐ rights under any agreements or interests except as stated herein. Seller shall convey title to personal property assets by Bill or Sale Absolute giving good marketable title unless the sale is a secured transaction, in which case a Security agreement will be required by the purchaser. The OWNER agrees at its expense to provide (a) preparation of and delivery to the Purchaser of a warranty deed or other _____, conveying a marketable title free and clear of all liens except encumbrances of record assumed by the Purchaser as part of the purchase price (public utility easements); (b) abstract of title or binder for marketable title insurance policy; (c) documentary stamps for the deed; (d) Seller's attorney fees; (e) recording fee for satisfaction of existing mortgage is paid off.

2. BROKER agrees:

A. To process Property through Multiple Listing Services.
B. To inspect and become familiar with the Property and promote its sale.
C. To present all offers and counter-offers in a timely manner regardless of whether the Property is subject to a contract for sale;
D. To advertise the Property as Broker deems advisable including advertising the Property on the Internet unless limited in 2(b)(i) or 2(b)(ii) below.
(Seller opt-out)(Check one if applicable)
☐ (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet.

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☐ (b) **Seller** does not authorize **Broker** to display the Property on the Internet.
Seller understands and acknowledges that if **Seller** selects option (b), consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.
/_____ **Initials of Seller.**

E. Virtual Office Websites: Some real estate brokerages offer real estate brokerage services online. These websites are referred to as *Virtual Office Websites* ("VOWs"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Website may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.
☐ **Seller** does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.
☐ **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.
F. To the extent not in conflict with BROKER'S duties under paragraph 5 below, to furnish information requested by another agent or licensed real estate broker and to assist cooperating broker in closing transaction on the Property when requested.
G. To take all reasonable precautions to prevent damage in the process of showing Property or permitting others to show Property, but BROKER accepts no responsibility for loss or damage; and
H. To ☐ utilize ☐ not utilize the name of the OWNER in connection with marketing or advertising of the Property either before or after sale.
I. To represent the OWNER, and thereby is authorized to accept, receipt for and hold all monies paid or deposited as a binder or deposit on the purchase of the Property, and the duties of the BROKER relative thereto shall be in accordance with the laws of the State of Florida and regulations of the Florida Real Estate Commission; and

3. OWNER agrees:

A. To pay the BROKER compensation in accordance with the terms of this Agreement set forth in paragraph 4 below;
B. To give BROKER permission to pay cooperating brokers, except when not in OWNER'S best interest. ☒ and to offer compensation in the amount of _____ 3% of the purchase price or $_____ to buyer's agents, who represent the interest of the buyers, and not the interest of OWNER in a transaction; ☒ and to offer compensation in the amount of _____ 3% of the purchase price or $_____ to a broker who has no brokerage relationship with the buyer or OWNER. ☒ and to offer compensation in the amount of _____ 3% of the purchase price or $_____ to transaction brokers for the buyer. ☐ None of the above (if this is checked, the Property cannot be placed in the MLS.)
C. In the event of an exchange, to permit BROKER to represent all parties and collect compensation or commissions from them. BROKER is authorized to pay other brokers such compensation or commissions in any manner acceptable to brokers.
D. To pay compensation due BROKER if Property, or any interests therein is sold, leased or contracted to be sold or leased or otherwise transferred within __90__ days after Termination Date to anyone to whom the Property was submitted by or through the efforts of any BROKER or the OWNER before the Termination Date. However, the obligation to pay such compensation to BROKER shall cease if a bona fide Exclusive Right of Sale Contract is entered into after Termination Date with another licensed BROKER and a sale, lease, exchange or contract therefor, of the Property is made during the term thereof;
E. To notify the BROKER in writing before leasing, mortgaging or otherwise encumbering the Property and to provide details of any such encumbrances;
F. To refer immediately to BROKER all inquiries relative to the purchase or leasing of the Property.
G. To warrant accuracy of information set forth herein and on the data sheets, exhibits and addenda attached hereto and to indemnify and save harmless BROKER and those relying thereon for damages resulting from errors contained therein;
H. To furnish BROKER with keys to the Property and make the Property available for BROKER to show during reasonable hours;
I. To pay any applicable sales tax when due;
J. To obtain any information relating to the present mortgage or mortgages on the Property including existing balance, interest rate, monthly payment, balance in escrow and payoff amount;
K. To authorize BROKER to place "For Sale", "Under Contract" OR "Sale Pending" signs upon the Property and to remove the signs upon termination of this Agreement or sale of the Property; and
L. To otherwise cooperate with the BROKER in carrying out the purpose of this Contract.
M. Provide all reasonable financial information, including but not limited to balance sheet, etc.

4. Compensation: OWNER agrees to pay BROKER as follows, including paying all taxes, if any, on BROKER'S services. If BROKER, any agent of BROKER or a Buyer's Broker procures a buyer who is ready, willing, and able to purchase, lease, or exchange the property, and/or inventory of the OWNER and/or assets of the business whichever is applicable, on the terms of this Contract or any other terms acceptable to OWNER. The stated compensation shall be paid to the BROKER in the event of a sale, exchange, or transfer of any interest including stocks or shares in the Property during the term of this contract, whether such transaction, sale or exchange be accomplished by the BROKER or any other person or entity including OWNER; (complete whichever fee arrangements apply):

Seller ( ) ( ) and Broker/Sales Associate _____ ( ) acknowledge receipt of a copy of this page, which is Page 2 of 4 Pages.

A. (CHECK ONE): ☒ 6% of gross sales price, or ☐ _____% of gross sales price plus $_____ or ☐ $_____ (closing fees BROKER may pay to cooperating brokers. OWNER shall pay this fee at the time, and from the proceeds, of closing.) If OWNER transfers the Property for nominal consideration, OWNER shall pay $ _____ on the date OWNER transfers title.

B. In the event the Property is leased during the term of this Agreement, OWNER shall pay to BROKER a leasing fee of $_____ or _____6 % of gross lease amount. The fee shall be paid to BROKER when BROKER, OWNER or anyone working by or through BROKER procures a tenant acceptable to OWNER. If the tenant purchases the Property at any time, even if such a purchase is subsequent to the expiration date of this Agreement, BROKER shall be paid the sales compensation set forth in Paragraph 4A at the time of closing.

C. In the event that reposession or eviction _____0 % thereof, but not exceeding the compensation provided above, shall be paid to the BROKER as full compensation for BROKER's services, including costs expended by BROKER, and the balance shall be paid to OWNER. If the transaction shall not be closed because of refusal or failure of OWNER to perform, the OWNER shall pay the said compensation in full to BROKER upon demand.

5. OWNER understands that this Contract does not guarantee the sale of the Property but that it does assure OWNER that BROKER will make earnest and continued effort to sell the Property until the Contract is terminated.

6. (CHECK ONE) OWNER ☐ DESIRES ☐ DOES NOT DESIRE UTILIZATION OF A LOCKBOX SYSTEM. IN THIS REGARD, OWNER HAS BEEN INFORMED THAT THROUGH THE USE OF A LOCKBOX SYSTEM, THE PROPERTY MAY BE MORE READILY SHOWN TO PROSPECTIVE BUYERS, BUT THAT PERSONAL PROPERTY OF OWNER, MAY, THEREFORE, BE MORE SUSCEPTIBLE TO THEFT OR DAMAGE. OWNER AGREES THAT THE LOCKBOX, IF UTILIZED, WILL BE FOR THE BENEFIT OF OWNER AND RELEASES BROKER AND THOSE WORKING BY OR THROUGH BROKER, AND THE BROKER(S) LOCAL BOARD(S) AND/OR ASSOCIATIONS OF REALTORS FROM ANY LIABILITY AND RESPONSIBILITY IN CONNECTION WITH ANY LOSS THAT MAY OCCUR. THE BROKER ADVISES AND REQUESTS THE OWNER TO SAFEGUARD OR REMOVE ANY VALUABLES NOW LOCATED ON THE PROPERTY AND TO VERIFY THE EXISTENCE OF OR OBTAIN PROPER PROPERTY INSURANCE. SHOULD A TENANT BE IN THE PROPERTY, THE SELLER SHOULD NOTIFY THE TENANT IN WRITING OF THE USE OF A LOCKBOX.

7. OWNER authorizes BROKER, upon execution of a contract for sale and purchase, to notify the Multiple Listing Service of the pending sale and after closing of the sale to disclose sale information including the sales price to the Multiple Listing Service, other REALTORS® and appraisers.

8. In the event any litigation arises out of the Contract, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

9. TERMINATION: This Contract shall terminate as of the termination date unless sooner terminated as provided below:

A. If OWNER decides, because of a bona fide change in circumstances, not to sell the Property, this Contract shall be considered terminated as of the date OWNER executes a Withdrawal Agreement and pays BROKER a cancellation fee of $ _____0. If OWNER contracts for sale to anyone after the agreed early termination date but on or before the original Termination Date, then the early termination provided by this paragraph shall be voidable by BROKER and OWNER shall pay BROKER the compensation stated in paragraph 4, less the cancellation fee paid pursuant to this paragraph.

B. If at any time during the term of this Contract BROKER determines that the proceeds from the sale of the Property which OWNER would reasonably expect to receive will not be sufficient to pay the compensation due BROKER, then this Contract may be terminated by BROKER upon providing written notice to OWNER.

10. MANDATORY ARBITRATION; ATTORNEYS' FEES: All claims, disputes, and other matters in question between the parties arising out of or relating to this Contract, or any addendum or addition, SHALL BE DECIDED BY MANDATORY BINDING ARBITRATION in accordance with the Florida Arbitration Code, Chapter 682, Florida Statutes. Each party shall select one arbitrator and the two arbitrators so chosen shall choose a third arbitrator. The three arbitrators so chosen shall hear and determine the matter. THIS AGREEMENT TO ARBITRATE SHALL BE SPECIFICALLY ENFORCEABLE UNDER THE FLORIDA ARBITRATION CODE, and judgment upon the award rendered by the ARBITRATORS may be entered by the Court having jurisdiction thereof. In any suit or arbitration proceeding, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees. OWNER has been advised prior to entering into this Contract that BROKER may file a lien against the Property, if applicable, for unpaid real estate commissions pursuant to Section 475.42(1)(j), Florida Statutes, which lien shall be released only at such time as the full commission and all other sums due under this Agreement, including interest, attorneys' fees and costs, have been paid in full.

11. COMMERCIAL LIEN ACT DISCLOSURE: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a BROKER has earned a commission by performing licensed services under a brokerage agreement with you, the BROKER may claim a lien against your net sales proceeds for the BROKER'S commission. The BROKER'S lien rights under this act cannot be waived below the commission is earned.

12. MISCELLANEOUS: This Agreement is binding on BROKER's and OWNER's heirs, personal representatives, administrators, successors and assigns. BROKER may assign this Contract to another listing office. This Contract is the entire agreement between BROKER and OWNER. No prior or present agreements or representations shall be binding on BROKER or OWNER unless included

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In this Contract, Signatures, initials and modifications communicated by facsimile will be considered as originals. The term "buyer" as used in this Contract includes buyers, tenants, exchangers, optionees and other categories of potential or actual transferees.

13. ADDITIONAL TERMS SELLER, PICCADILLY RESTAURANTS, LLC, MAY TERMINATE THIS LISTING AGREEMENT UNCONDITIONALLY ON NOVEMBER 27, 2011 BY PROVIDING BROKER, ROBERTS REAL ESTATE, INC, 3 DAYS WRITTEN NOTICE OF SUCH CANCELLATION.

Date: _____ Seller: _____ (print name) Tax ID No: _____

Telephone #'s: Home _____ Work _____ Cell _____ Fax _____

Address _____ E-mail _____

Date: _____ Seller: _____ (print name) Tax ID No: _____

Telephone #'s: Home _____ Work _____ Cell _____ Fax _____

Address _____ E-mail _____

Date: August 26, 2011 Authorized Listing Associate or Broker: CAROLYN K. ROBERTS (print name)

Brokerage Firm Name: ROBERTS REAL ESTATE, INC. Telephone: 352-351-0011

Address: 115 NORTHEAST EIGHTH AVENUE, OCALA FL 34471

Piccadilly Restaurants LLC by:

Signature of Seller Signature of Seller

Signature of Associate or Broker

Copy returned to Seller on the ____ day of _____, ____ by: ☐ personal delivery ☐ mail ☐ e-mail ☐ fax

Seller: ☐ ☐ Broker/Sales Associate ☐ ☐ acknowledge receipt of a copy of this page, which is Page 4 of 4 Pages

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EXHIBIT A

Marion County, FL

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF OCALA, COUNTY OF MARION, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS

Commencing 60.223 chains West and 15.69 chains South of NE corner of ALVAREZ GRANT, in Township 15 South, Range 22 East; thence South 264 feet, West 193.86 feet, North 264 feet, East 193.86 feet, less any part thereof being within the lines of Silver Springs Boulevard; also known as 1602 Silver Springs Boulevard, Ocala, Florida, EXCEPT road right of way on North and West.

Which lands may also be described as a parcel of land lying in the ALVAREZ GRANT, in Township 15 South, Range 22 East of Marion County, Florida, described as follows:

Commencing at the intersection of the South Right-of-way Boundary of Silver Springs Boulevard, (State Road 40), and the East Right-of-way Boundary of Southeast 16th Avenue, as shown on the Florida Department of Transportation Right-of-way Map, Section #3608-112, dated 5/1/56; thence on said South Right-of-way Boundary of Silver Springs Boulevard, N 89°47'00" E, a distance of 19.94 feet to the Point of Beginning; thence on said South right-of-way Boundary of Silver Springs Boulevard, N 89° 47' 00" E, a distance of 174.90 feet; thence departing said South Right-of-way Boundary, S 00°39'45" E, a distance of 253.48 feet; thence S 89°41'57" W, a distance of 194.46 feet to a point on the aforesaid East Right-of-way Boundary of Southeast 16th Avenue; thence on said East Right-of-way Boundary of Southeast 16th Avenue, N 00°44'55" W, a distance of 228.74 feet; thence N 38°00'14" E, a distance of 31.86 feet to the Point of Beginning

L&W No. 2
Site No. 0905
Site Name: OCSIL

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