



in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment).

b. That he/she has knowledge and experience in finance, securities, investments and other business matters so as to be able to protect his/her interests in connection with this transaction.

c. That he/she understands the various risks of an investment in Global One and that he/she can afford to bear such risks, including, without limitation, the risk of losing the entire investment.

d. That he/she has consulted his/her own financial, legal and tax advisors with respect to the financial, legal and tax consequences of this transaction and has not relied on Seller, or his/her agents, representatives or professional advisors for advice as to such consequences.

e. That he/she is acquiring the Units for his/her own account for investment and not with a view to the sale or distribution of the Units and has no present intention of distributing or selling to others any of the Units.

4. Representations and Warranties of the Seller. Seller represents and warrants to Purchaser that Seller is the legal and beneficial owner of the Units, free and clear of all liens, encumbrances and adverse claims.

5. No Survival of Representation. The representations and warranties set forth in this Agreement shall not survive the consummation of the transaction set forth in Section 1.

6. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or sent by overnight delivery, confirmed telecopy or prepaid first class registered or certified mail, return receipt requested, to the following addresses:

(a) If to Seller, to: Michael Scott  
101 NE 3<sup>rd</sup> Ave Ste 1500  
Fort Lauderdale, FL 33301  
954-332-3511

*Equity Invest Co*

(b) If to Purchaser, to:

Any such notices shall be effective when delivered in person or sent by telecopy, one business day after being sent by overnight delivery or three business days after being sent by

registered or certified mail. Any of the foregoing addresses may be changed by giving notice of such change in the foregoing manner, except that notices for changes of address shall be effective only upon receipt.

7. Miscellaneous.

(a) Further Assurances. At any time, and from time to time, each party will execute such additional instruments and take such action as may be reasonably requested by the other party to carry out the intent and purposes of this Agreement.

(b) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. This Agreement supersedes all prior negotiations, letters and understandings relating to its subject matter.

(c) Amendment. This Agreement may not be amended, supplemented or modified in whole or in part except by an instrument in writing signed by the parties.

(d) Assignment. This Agreement may not be assigned by any party to this Agreement without the prior written consent of the other party.

(e) Choice of Law. This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Florida without regard to its conflict of laws provisions.

(f) Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) Construction. The parties and their respective legal counsel participated in the preparation of this Agreement; therefore, this Agreement shall not be construed against or in favor of any of the parties, but rather in accordance with its fair meaning.

(h) Effect of Waiver. The waiver by any party of any breach of any provision of this Agreement will not be construed to be a waiver by any such party of any succeeding breach of that provision or a waiver by such party of any breach of any other provision.

(i) Severability. The invalidity, illegality or unenforceability of any provision or provisions of this Agreement will not affect any other provision of this Agreement, which will remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this Agreement affect the balance of such provision. In the event that any one or more of the provisions contained in this Agreement or any portion of such provisions shall, for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

(j) Venue; Jurisdiction. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of Broward County in the State of Florida or in the U.S. District Court for the Southern District of Florida. Each of the parties expressly consent to the

exclusive jurisdiction of those courts for the purpose of any such suit, action or proceeding. Venue for any such action will be Broward County, Florida.

(k) Binding Nature. This Agreement will be binding upon and will inure to the benefit of any successors and assigns of the parties.

(l) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

The parties have executed this Agreement on the date first above written.

SELLER:

  
Michael Scott

PURCHASER:

Tax ID/SSN: \_\_\_\_\_

DOB: \_\_\_\_\_

\* Equities must primarily cust FBO

MAR 18 2009

Processed: \_\_\_\_\_  
Equity Trust Company Cust. FBO: \_\_\_\_\_  
IRA