

**TOLLING AGREEMENT  
OF NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS,  
HON. JOHN A. CRAWFORD, FARMAND, FARMAND & FARMAND, P.A.,  
ANWAR B. FARMAND, TERRY B. FARMAND, AND MIKE B. FARMAND**

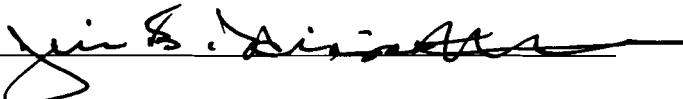
THIS AGREEMENT is made and entered into as of this 10<sup>th</sup> day of ~~December 2006~~<sup>January, 2007</sup>, by and between NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS and HON. JOHN A. CRAWFORD, in his capacity as Clerk of the Circuit for Nassau County, Florida (hereinafter "Plaintiffs"), and FARMAND, FARMAND & FARMAND, P.A., ANWAR B. FARMAND, individually, TERRY B. FARMAND, individually, and MIKE B. FARMAND, individually (hereinafter, "Defendants") (and, Plaintiffs and Defendants collectively, hereinafter, the "Parties").

FOR AND IN CONSIDERATION of the terms and conditions set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows:

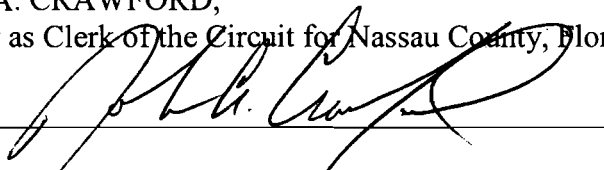
1. Plaintiffs agree to temporarily refrain from bringing suit against Defendants for any cause of action arising from the accounting services previously provided to Plaintiffs ("Alleged Claims"). With respect to the Alleged Claims, the Parties agree that any applicable statute of limitation shall be tolled as of the date of this Agreement and shall remain tolled through and including February 16, 2007 (the "Tolling Period"). No Party shall assert in any manner the passage of time during the Tolling Period as part of any defense of the statute of limitations, the doctrines of waiver, laches, or estoppel, or any other matter constituting an avoidance of the Alleged Claims. This Agreement may be introduced as evidence of the tolling of the statute of limitations in any such action brought by any Party, but shall be used for no other purpose. However, nothing in this Agreement shall prohibit the Parties from asserting any defenses relating to the statute of limitations, laches, or any other legal or equitable defenses that may have existed prior to the execution of this Agreement. Except as described in this Agreement, the Parties expressly preserve any defenses they may have against any claims brought in any suit involving both Parties.
2. This Agreement shall not be deemed an admission of wrongdoing or liability by any of the Parties. Further, this Agreement shall neither be construed as a confession of judgment nor as an Agreement of indemnity; nor shall its execution give rise to any adverse inference against any of the Parties.
3. This Agreement shall be binding on the Parties and any parent, subsidiary, division, representative, successor in interest, or predecessor in interest to the Parties.
4. The Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and there are no representations or agreements other than those expressly set forth herein. Any prior or contemporaneous oral or written statements concerning the subject matter of this agreement are merged herein for all purposes and shall be of no force and effect. This Agreement may not be modified or amended except in a writing signed by each of the Parties.

5. This Agreement shall be subject to and governed by the laws of the State of Florida.
6. Any person signing this Agreement on behalf of any party to this Agreement expressly acknowledges and represents thereby that he or she has the authority to sign for and legally bind such party.

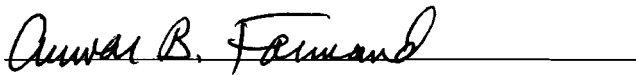
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

By:   
Its: Chairman

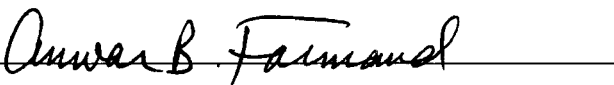
HON. JOHN A. CRAWFORD,  
in his capacity as Clerk of the Circuit for Nassau County, Florida

By:   
Its: Ex-Officio Clerk

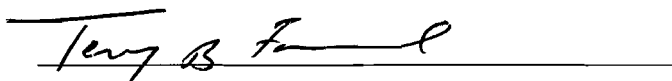
FARMAND, FARMAND & FARMAND, P.A.

By:   
Its: President

ANWAR B. FARMAND, individually



TERRY B. FARMAND, individually



MIKE B. FARMAND, individually



# Greenberg Traurig

Lorence Jon Bielby  
[BielbyLJ@gtlaw.com](mailto:BielbyLJ@gtlaw.com)

Tallahassee  
850.222.6891

January 4, 2007

**BY FEDEX**

**PRIVILEGED AND CONFIDENTIAL**

Michael S. Mullin, Esq.  
Nassau County Attorney  
191 Nassau Place  
Fernandina Beach, FL 32097

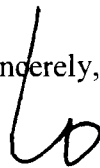
***Re: Nassau County Board of County Commissioners and Hon. John A. Crawford, Clerk of the Nassau County Circuit and County Courts, Plaintiffs, v. Farmand, Farmand, and Farmand, P.A. and A.B. Farmand, individually; Nassau County Circuit Case No. \_\_\_\_\_***

Dear Mike:

In connection with the above-referenced matter, enclosed please find an original execution copy of the Tolling Agreement. The agreement has been signed by the Farmands. Please arrange to have this agreement executed by the Nassau County Board of County Commissioners and by Hon. John A. Crawford, in his capacity as Clerk of the Circuit and County Courts.

Please do not hesitate to contact me if you have any questions or comments regarding the enclosed.

Sincerely,



Lorence Jon Bielby  
For the Firm

LJB/mh  
Encl.

cc: Hon. John A. Crawford, Clerk [PRIVILEGED AND CONFIDENTIAL]

ALBANY  
AMSTERDAM  
ATLANTA  
BOCA RATON  
BOSTON  
CHICAGO  
DALLAS  
DELAWARE  
DENVER  
FORT LAUDERDALE  
HOUSTON  
LAS VEGAS  
LOS ANGELES  
MIAMI  
MILAN\*  
NEW JERSEY  
NEW YORK  
ORANGE COUNTY, CA  
ORLANDO  
PHILADELPHIA  
PHOENIX  
ROME\*  
SACRAMENTO  
SILICON VALLEY  
TALLAHASSEE  
TOKYO\*  
TYSONS CORNER  
WASHINGTON, D.C.  
WEST PALM BEACH  
ZURICH

\* Strategic Alliances  
Tokyo-Office/Strategic Alliance