

**CONSULTING AGREEMENT FOR PROPERTY DEVELOPMENT AND
MARKETING**

This Agreement is entered into this 14 day of October, 2003, among Jeffrey H. Beck, as Chapter 7 Bankruptcy Trustee of Southeast Banking Corporation (the "Trustee"), Southwest Quadrant Joint Venture, SWQ Holdings, Inc., Southeast Properties, Inc., James H. Efstathion ("Efstathion"), Kent H. Schmidt ("Schmidt"), and Siga Development and Investment, Inc. ("Siga").

WHEREAS:

A. James Efstathion and Kent Schmidt each own an undivided 50 percent interest in Southwest Quadrant Joint Venture, Efstathion is the sole owner of Siga, Schmidt and Efstathion have already or will associate with Siga as independent contractors or employees and the Trustee holds all of the common shares of SWQ Holdings, Inc. and Southeast Properties, Inc;

B. Southwest Quadrant Joint Venture and SWQ Holdings, Inc., as tenants in common, own approximately 174 acres in the Southwest Quadrant of J. Turner Butler Boulevard and Southside Boulevard in Jacksonville, Florida;

C. Southeast Properties, Inc. owns approximately 20 acres contiguous to the 174 acres (the parties refer to the total of approximately 194 acres as the "Southwest Quadrant");

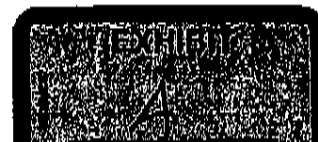
D. The parties hereto (William Brandt was then the Trustee) settled litigation between themselves through a Settlement Agreement and Mutual Release of Claims (the "SWQ Settlement Agreement") in December 1997;

E. The U.S. Bankruptcy Court approved the SWQ Settlement Agreement by order entered April 23, 1998 (Docket No. 2901) in the case of In re Southeast Banking Corporation, Debtor; U.S. Bankruptcy Court, Southern District of Florida; Case No. 91-14561-BKC-PGH;

F. The SWQ Settlement Agreement provided that "The net proceeds of the sale of the Southwest Quadrant shall be paid 70% to Brandt [Beck's predecessor as Trustee] or his designee and 30% to SQJV [Southwest Quadrant Joint Venture] or its designee" (SWQ Settlement Agreement, page 5, para. 6);

G. The SWQ Settlement Agreement called for Efstathion, Schmidt and Siga to have no further involvement in the management of the Southwest Quadrant:

During the time that Brandt is offering the Southwest Quadrant for sale, Brandt shall be free to deal with the Southwest Quadrant without interference from SQJV, Efstathion, Schmidt, SIGA or Rivertown. The intent of the



Parties is to invest Brandt with the discretion and authority to maintain, market and sell the Southwest Quadrant as he sees fit in accordance with this Agreement. . . . Accordingly, SQJV, Efstathion, Schmidt SIGA and Rivertown expressly agree not to interfere. . . .

SWQ Settlement Agreement, pages
6-7, para. 7;

H. At the time of the SWQ Settlement Agreement, the parties agreed that the Southwest Quadrant would sell for "not less than \$5 million" (SWQ Settlement Agreement, para. 2);

I. Schmidt and Efstathion have been engaged in development and sale of residential and commercial real properties and businesses in northern Florida and the Jacksonville area for over 25 years. Since the time of the SWQ Settlement Agreement, the Trustee determined it was in the best interest of the Chapter 7 estate of Southeast Banking Corporation to forge a constructive relationship with Schmidt, Efstathion and Siga and to obtain their assistance in the development, management and sale of the Southwest Quadrant because of: a) their expertise in marketing and development of real properties in Northeast Florida; b) their familiarity with local market conditions and potential buyers; c) their familiarity with local professionals skilled in the areas of need to the development and sale of the Southwest Quadrant; d) their proximity to provide oversight for maintenance and protection of the property; and e) their familiarity with applicable regulatory agencies and local government;

J. As a result, Schmidt, Efstathion and Siga have assisted the Trustee to date in connection with the strategic planning and coordination for the realization of the greatest value possible for Southwest Quadrant. In particular, they have assisted the Trustee in connection with: a) investigating and litigating the owners' claims against the Jacksonville Transportation Authority (the "JTA"), which resulted in the July 17, 2001 Settlement Agreement (the "JTA Settlement Agreement") approved by the U.S. Bankruptcy Court by order entered October 30, 2001 (Docket No. 3822) (including the JTA's agreement to build a four lane road through the Southwest Quadrant and pay the owners over \$2 million); and b) the subsequent agreement reached with the City of Jacksonville for a "Fair Share" contribution credit in to the Southwest Quadrant owners arising from the road construction achieved through the JTA settlement;

K. The JTA is in the process of obtaining the necessary permits for construction of the four-lane road through the Southwest Quadrant. The JTA will then proceed to arrange a process of contracting for the construction of the road. Thus, the period of activity for the completion of planning, permitting and marketing the property for sale will now accelerate. Accordingly, the requirements of oversight and

direction of these activities will intensify within the next months. The Trustee believes it necessary to employ local assistance for that purpose; and

L. Among the options for the Trustee to accomplish these activities would be the employment of a development and/or marketing management firm and, possibly, a real estate brokerage firm to assume primary responsibility for these activities, subject to the direction of the Trustee. Siga has offered, utilizing the talents, experience and contacts of Schmidt and Efstathion, to provide these services and to assume responsibility for primary local coordination of these efforts, subject to the direction of the Trustee. Siga would also provide, at its cost or, otherwise without markup, any real property they are able to secure for wetlands mitigation purposes. Based upon the offer of Siga, Trustee desires to engage Siga upon the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other consideration receipt whereof is hereby acknowledged, Efstathion, Schmidt, Siga and Trustee hereby agree as follows:

1. The recitals set forth above are true and correct.
2. Siga, Schmidt and Efstation represent and warrant that Schmidt and Efstathion have agreed to act as employees or independent contractors of/to Siga. Schmidt and Efstathion will in such capacity devote such time and skills as are necessary to perform the services required of Siga under this agreement. The duties to be performed by Siga are to provide overall strategic planning, marketing, maintenance and coordination of the remaining development and marketing of the Southwest Quadrant, all subject to the direction and control of the Trustee. The services to be performed will include, but not be limited to:
 - a. obtaining permits and governmental authorities necessary for the development and sale of the Southwest Quadrant, including
 - (i) negotiating with the Corps of Engineers and local environmental authorities, as necessary, over wetlands jurisdiction lines,
 - (ii) developing more beneficial options for wetland mitigation (in connection with which, Siga and/or Rivertown may locate and secure property that may be used in mitigation to be transferred to the Trustee or the applicable regulatory body in connection with the permitting at Southwest Quadrant at their cost and/or with no markup),

- (iii) coordinating any additional rezoning of the Southwest Quadrant to conform with its highest and best use and the needs of potential buyers, and
 - (iv) negotiating any issues in connection with the fair share credits agreement with the City of Jacksonville as it relates to sale of all or a portion of the property;
- b. supervising and working with professionals engaged by the Trustee, including engineers, surveyors, environmental experts and lawyers;
- c. developing site disposition approaches and plans for the Southwest Quadrant;
- d. overseeing the maintenance of the Southwest Quadrant;
- e. planning to assess and correct any drainage problems which may be found on the Southwest Quadrant;
- f. monitoring the JTA's compliance with the JTA Settlement Agreement;
- g. marketing the Southwest Quadrant, developing leads and responding to inquiries from sales prospects, endeavoring to work directly with the principals sale prospects where possible and working with brokers as necessary;
- h. advising the Trustee on the negotiations and sale of parcels or the entire of Southwest Quadrant;
- i. keeping the Trustee fully and completely informed on all activities and complying with all instructions of the Trustee;
- j. providing the Trustee with monthly written reports of their activities and the results thereof; and
- k. providing the Trustee such reasonable assistance as he may require.

3. For these services, the parties hereto agree that Siga shall receive compensation in the form of 4% percent of the gross proceeds actually realized by the parties from the sale of the Southwest Quadrant prior to the distribution of the balance of the proceeds pursuant to the terms of the SWQ Settlement Agreement. Should the Trustee and other owners of the Southwest Quadrant be required under any contract of sale of all or a portion of Southwest Quadrant to pay a real estate commission to a real estate broker for a buyer, the commission payable shall be a maximum of 2%. The payment of this commission to a broker for a buyer shall not reduce the entitlement to Siga hereunder.

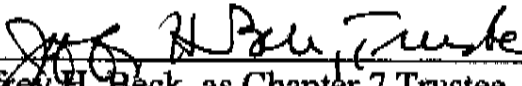
4. This agreement may be terminated for cause at any time. Otherwise, this agreement will terminate, unless extended by written agreement of the parties, on December 31, 2004. Except for a termination for cause, the proceeds of sale received

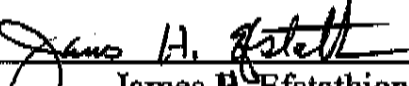
from the sale of all or a portion of Southwest Quadrant under any contract for sale binding upon the termination of this agreement will be subject to the compensation entitlement set forth in paragraph 3.

5. Siga hereby indemnifies and holds harmless the Trustee, Southeast Properties, Inc. and SWQ Holdings, Inc. ("Indemnified Parties") from any and all liability and damages arising against Indemnified Parties from the performance of duties hereunder by Siga, including all attorney fees and costs incurred by Indemnified Parties in defense of any claim arising from such performance of duties hereunder. Siga shall not be considered the agent of the Trustee or the other Indemnified Parties for any purpose and shall have no authority to bind the Trustee or the other Indemnified Parties to any obligation or undertaking. Any liability hereunder of Siga shall be enforceable against the interests of Schmidt, Efstathion, Siga and/or Southwest Quadrant Joint Venture in the Southwest Quadrant property.

6. This agreement is subject to the approval of the United States Bankruptcy Court for the Southern District of Florida, which approval shall be sought as soon as practicable by the Trustee.


SIGA DEVELOPMENT AND
INVESTMENT, INC.



Jeffrey H. Beck, as Chapter 7 Trustee
of Southeast Banking Corporation

By 
James H. Efstathion
Its President

SWQ HOLDINGS, INC.

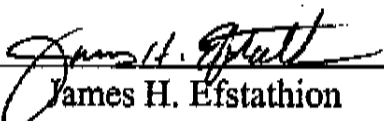
SOUTHEAST PROPERTIES, INC.

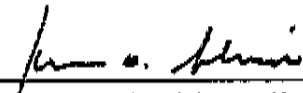
By 
Jeffrey H. Beck
Its President

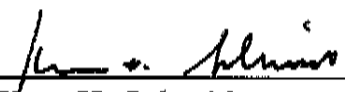
By 
Jeffrey H. Beck
Its President

SOUTHWEST QUADRANT JOINT
VENTURE


James H. Efstathion, Individually

By 
James H. Efstathion
Its Joint Venturer, 50% Interest


Kent H. Schmidt, Individually

By 
Kent H. Schmidt
Its Joint Venturer, 50% Interest

L. Sullivan

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

In re

SOUTHEAST BANKING
CORPORATION,

Debtor.

) CHAPTER 7

) CASE NO. 91-14561-BKC-PGH

**ORDER APPROVING APPROVING CONSULTING AGREEMENT FOR
PROPERTY DEVELOPMENT AND MARKETING BETWEEN
SOUTHWEST QUADRANT JOINT VENTURE, SWQ HOLDINGS, INC.,
SOUTHEAST PROPERTIES, INC., JAMES H. EFSTATHION, KENT H.
SCHMIDT, AND SIGA DEVELOPMENT AND INVESTMENT, INC.**

THIS CAUSE came before the Court in Chambers in Fort Lauderdale upon the Trustee's Motion for Approval of Consulting Agreement for Property Development and Marketing Between Southwest Quadrant Joint Venture, SWQ Holdings, Inc., Southeast Properties, Inc., James H. Efstathion, Kent H. Schmidt, and Siga Development and Investment, Inc. (the "Motion") filed by Jeffrey H. Beck, as Chapter 7 Trustee of the Estate of Southeast Banking Corporation ("Southeast"). The Court, having considered the Motion, the Certificate of No Response, and been otherwise duly advised in the premises, finds cause to grant the Motion as provided herein. Accordingly, it is hereby

ORDERED AND ADJUDGED that:

1. The Motion is GRANTED;
2. The Consulting Agreement, as proposed in the Motion, is APPROVED;

and

3. The Trustee is AUTHORIZED and DIRECTED to undertake such acts as

are necessary to effectuate the relief granted herein, including executing, delivering, or exchanging any documents necessary thereto.

DONE AND ORDERED in Chambers in Fort Lauderdale, Southern District of Florida, this 31 day of December, 2003.

PAUL G. HYMAN

HONORABLE PAUL G. HYMAN
UNITED STATES BANKRUPTCY JUDGE

Copies furnished to:
Luis Salazar, Esq.

(Attorney Salazar is directed to serve conformed copies of this Order upon all parties identified on the Service List attached to the original of the Motion filed with the Court immediately upon receipt thereof and to file a Certificate of Service with the Court confirming same.)

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**AMENDMENT TO CONSULTING AGREEMENT FOR PROPERTY
DEVELOPMENT AND MARKETING**

This Amendment is entered into this 4th day of March, 2008, among Jeffery H. Beck, as Chapter 7 Trustee of Southeast Banking Corporation (the "Trustee"), Southwest Quadrant Joint Venture, SWQ Holdings, Inc., Southeast Properties, Inc., James H. Efstathion ("Efstathion"), Kent H. Schmidt ("Schmidt"), and SIGA Development and Investment, Inc. ("SIGA") (all together, the "parties").

Whereas the parties entered a Consulting Agreement for Property Development and Marketing (the "Consulting Agreement") in October 2003; and

Whereas the Agreement originally expired by terms on December 31, 2004 was subsequently extended to expire as of December 31, 2005, December 31, 2006 and then again by extension December 31, 2007 and may only be extended further by written agreement of the Parties; and

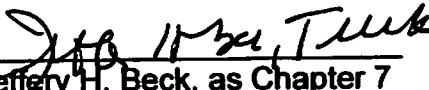
Whereas the Parties wish to extend the Agreement through and including December 31, 2008;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other consideration, receipt whereof is hereby acknowledged, the Parties hereby agree as follows:


1. The Recitals set forth above are true and correct.
2. The Consulting Agreement be and hereby is extended through December 31, 2008.
3. The Consulting Agreement shall remain unchanged and in effect in all other respects.

SIGA DEVELOPMENT AND INVESTMENT,
INC.

By:


Jeffery H. Beck, as Chapter 7
Trustee of Southeast Banking
Corporation

By:


James H. Efstathion
Its President

SWQ HOLDINGS, INC

SOUTHEAST PORPERTIES, INC.

By: Jeffery H. Beck
Jeffery H. Beck
its President

By: Jeffery H. Beck
Jeffery H. Beck
its President

SOUTHWEST QUADRANT JOINT VENTURE

By: James H. Efstathion
James H. Efstathion
its Joint Venturer, 50% Interest

By: James H. Efstathion
James H. Efstathion, Individually

By: Kent H. Schmidt
Kent H. Schmidt
its Joint Venturer, 50% Interest

By: Kent H. Schmidt
Kent H. Schmidt, Individually