



W I L D F L O W E R
a group meeting ~ golf destination

August 31, 2007

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Re: Memorandum of Understanding dated May 11, 2007 ("MOU").

Gentlemen:

Reference is made to that certain Memorandum of Understanding, dated May 11, 2007, relating to the financing and development of the Wildflower Resort Project, Grand Prairie, Texas, which provides for certain actions to be undertaken by the parties thereto.

Despite repeated promised deadlines for certain actions, and repeated requests, including the attached letter dated August 3, 2007, no documentation has been provided evidencing any action whatsoever since the date of the execution of the MOU. Notwithstanding the absence of any documentation, we have recently been advised that the transaction contemplated has failed to meet certain required prerequisites for consumation, and as of this date actions are being taken to substantively alter the proposed terms and conditions of the agreed upon transaction, which alternative structures have not been presented to this group for review and prior approval.

We have repeatedly requested such documentation, and most recently we have requested the opportunity to have direct contact by conference calls, or face-to-face meetings with, but such opportunities have to date been denied.

As of late yesterday, we have been able to confirm that the bid procedures referenced in our attached August 3rd correspondence have been extended. We have the next couple of weeks to come forward with evidence of our financing for the Wildflower Project. Should we be able to do so, I am confident we can obtain a reasonable amount of time necessary to consumate such financing. However, in the absence of any documentation, and the presentation for prior approval of any alternative financing options, we cannot continue and will have no other alternative but to terminate the MOU on the grounds of non-performance.

In the mean time, Wildflower LLC is providing this notice that it does not consider the MOU to be exclusive, and during this extended time will be seeking to open discussions with other new opportunities that are surfacing as a result of the extension.

All parties hereto are referenced to the terms and conditions of the various mutual Nondisclosure and Noncircumvention Agreements exchanged between the principal parties hereto, which by their terms are binding and enforceable against all parties hereto as associates and affiliates (the "NonNon Agreements").

Accordingly, please be advised that should we be required to terminate the MOU, no party hereto would be further authorized to represent to any third parties that they are acting on behalf of Wildflower LLC, or the Wildflower Resort Project. Likewise, such NonNon Agreements are deemed to prohibit any party hereto, or their authorized representatives and agents, either disclosed or non-disclosed, from attempting to invest in or otherwise acquire the assets of the Wildflower Resort Project without the participation of Wildflower LLC.

Futhermore, Wildflower LLC remains the sole authorized representative for all contacts and dealings with any party to which Wildflower LLC may be contracted with in connection with the Wildflower Resort Project, and any authorities having jurisdiction over the estate of Wildflower Resort Company, including but not limited to the City of Grand Prairie; and any contacts or dealings with any of such parties without the express prior written approval of Wildflower LLC shall be deemed to be an express violation of the NonNon Agreements.

Should the parties to the MOU wish to proceed to confirm the availability of the financing contemplated under the terms of the MOU, we ask that a urgent good faith effort be made to satisfy the request for documentation outlined in our attached August 3rd letter. Likewise, should either Mr. Zampieri or Mr. Ober have any alternative financing solutions that are being considered by them, the same requests for documentation apply, the receipt of which will be necessary in order to proceed.

Regards,
WILDFLOWER LLC



Raymond J. Goad, Manager
President & CEO

CC: Ruben Perlmutter, Esq.
Via Email: ruben0527@yahoo.com



W I L D F L O W E R
a group meeting *and* golf destination

August 3, 2007

Charles W. Zampieri
George Ober
Sam Marabella

Re: Antora AG/Wildflower Resort Company Switzerland ("WRCS").

Gentlemen,

We have been advised this morning that the subject financing, which we have been expecting to be consummated weekly for the past month, will now not be possible until after the first of September due to the planned holidays of Mr. Graf and Mr. Meier. However, you have also advised that UBS will be ready to deliver the SBLC providing the security on or around August 8th, which would be next Wednesday.

Due to the weekly reports of the pending issuance of the Irrevocable Commitment by Credit Suisse, we have not felt it necessary to advise you that our deadline for proceeding with this financing option is for all practical purposes the end of August. In the absence of coming forward with our financing, the City of Grand Prairie, the Lessor of the 1000-acre development site, has publicly and contractually committed to releasing the land to other developers through bid procedures publicly announced for the first week of September.

We have respected your apparent need for control and confidentiality of the documentation of this transaction. However, the normal progress of this kind of financing would customarily involve at least the following:

1. Documentation of the legal organization and standing of the Investor, in this case Antora AG (per our MOU to be known as WRCS), including the negotiation of a shareholders agreement among its shareholders and issuance of shares. We have received no documentation whatsoever confirming that WRCS has been established.
2. A shareholders agreement establishing, in more detail, the relationship between the Investor and myself within the joint venture entity, Wildflower LLC, the sole shareholder of Wildflower Resort Company ("WLLC").
3. A basic Terms Sheet between the Investor and Credit Suisse, the financing banking institution, identifying the substantive terms of the transaction, subject to the financing institution's terms and conditions for performance.
4. Documentation of the commitment of the issuer, in this case UBS, to issue the SBLC in accordance with the terms and conditions of the Credit Suisse Terms Sheet.

The point is, if we could present this kind of documentation to the City and other interested parties, we believe that the actual issuance of the Irrevocable Commitment by Credit Suisse, and the funding of that Commitment could take place in September.

On behalf of everyone involved I think we all appreciate very much the diligent efforts of Charles Zampieri, and it must be acknowledged that normal and customary delays can be expected in any transaction of this nature. I for one especially appreciate his commitment to continue to press forward in the face of these delays.

The purpose of this letter, and the question which we must address today -- and this weekend -- is whether or not, pending the holidays of Mr. Graf and Mr. Meier, we could at least provide the documentation of the transaction as outlined above to maintain our priority with respect to the development site. If this, or something similar, could be provided, I am confident that it would be possible to satisfy the requirements of the City and other interested parties, and forestall their further actions until our funding can actually occur.

If we are to preserve the Wildflower Resort opportunity, it is imperative that we establish much closer contacts, communications and working relationships. By doing so, we can ensure that we respond timely to the requirements of our respective constituencies toward the consummation of a successful closing.

Best Personal Regards,
WILDFLOWER LLC



Raymond J. Goad, Manager
President & CEO

CC: David P. Neimann
Ruben Perlmutter