

PURCHASE AND SALE AGREEMENT

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), is made and entered into by and between TENTH STREET DEVELOPMENT COMPANY, L.L.C., a Florida limited liability company (the "Seller"), whose address is 525 8<sup>th</sup> Street W, Bradenton, FL 34205, and \_\_\_\_\_, whose address is \_\_\_\_\_, whose phone number is (business) \_\_\_\_\_ (home) \_\_\_\_\_, (the "Purchaser"). Seller agrees to sell and Purchaser agrees to purchase the following described Condominium Unit (the "Unit"), upon the terms and conditions hereinafter set forth:

Condominium Unit No. \_\_\_\_\_, of South Beach Village, a Condominium (the "Condominium"), according to its Declaration of Condominium (the "Declaration") which is or will be recorded among the Public Records of Manatee County, Florida, together with an undivided share in the common elements appurtenant thereto.

This Agreement is made upon consideration of the following terms and conditions:

1. Purchase Price. The base purchase price for the Unit is \_\_\_\_\_ and NO/100 DOLLARS (U.S.) (\$ \_\_\_\_\_) (the "Purchase Price"), and shall be paid as follows:

- |    |          |   |
|----|----------|---|
| A. | \$ _____ | INITIAL DEPOSIT UPON EXECUTION OF THIS AGREEMENT BY PURCHASER.  |
| B. | \$ _____ | ADDITIONAL DEPOSIT DUE ON OR BEFORE _____.                      |
| C. | \$ _____ | BALANCE DUE AT CLOSING (SUBJECT TO ADJUSTMENTS AND PRORATIONS). |

If the price of any extra or option is not paid when ordered as provided herein, the Purchase Price above shall be adjusted as necessary to reflect the additional cost. The balance of the Purchase Price due at closing will be paid in U.S. Dollars by way of a cashier's check or certified check drawn on a bank with an office in the United States or by wire transfer.

All deposits shall be made payable to Harrison, Hendrickson & Kirkland, P.A., as Escrow Agent, pursuant to an Escrow Agreement and Chapter 718 of the Florida Statutes (the "Condominium Act"). The terms and conditions of the Escrow Agreement are incorporated herein by reference. The address of Escrow Agent is: 1206 Manatee Avenue West, Bradenton, Florida 34205. The deposit will not earn interest. Escrow Agent shall furnish Purchaser with a receipt for deposits paid, upon request.

The Developer may withdraw all deposits in excess of 10% of the Purchase Price when construction of the Condominium improvements has begun. Developer may use such funds in the actual construction and development of the Condominium Property in which the Unit is located. However, no part of these funds may be used for salaries, commissions, or expenses of salespersons or for advertising purposes.

2. Financing Contingency.

- This is a cash transaction not subject to financing.
- This Agreement is contingent upon Purchaser qualifying for and obtaining a loan commitment to finance the purchase of the Unit in an amount no less than \_\_\_\_% of the Purchase Price at prevailing rates and terms within fifteen (15) days following the Effective Date of this Agreement. Purchaser will apply for financing within three (3) days following the Effective Date and will timely provide any and all credit, employment, financial, and other information required by the lender. If Purchaser is unable to obtain a financing commitment within fifteen (15) days following the Effective Date through the exercise of diligence and good faith, Purchaser shall have the right to cancel this Agreement by written notice to Seller. Such notice must be received by Seller within fifteen (15) days following the Effective Date. If Purchaser properly cancels in accordance with the provisions of this paragraph, Purchaser's deposit will be returned to Purchaser and this Agreement shall thereafter be null, void, and of no further force or effect. If Purchaser fails to cancel as provided in this paragraph, the financing contingency shall be deemed waived, and Purchaser shall proceed to close in accordance with the terms and conditions of this Agreement.

3. Construction Specifications. The Unit will be constructed substantially in accordance with the plans and specifications prepared by Seller's architect. Seller reserves the right to make changes in the plans and specifications as may be deemed advisable or necessary by Seller, the architects, or the builders, or as may be required by law or any financial institution. If circumstances arise which, in Seller's opinion, warrant changes of suppliers, manufacturers, brand names or items, Seller may substitute equipment, materials, appliances, and the like in its sole discretion. No such changes, however, shall adversely affect Purchaser's intended use and enjoyment of the Unit, and no such changes shall give Purchaser a cause of action for breach of contract or warranty. Purchaser understands that various items and special features which may be seen in models or illustrations (such as furnishings and decorations, accessories, special window treatments, upgraded carpeting and flooring, special wall treatments, upgraded fixtures, special lighting effects, and extra appliances) are not included with the sale of the Unit unless specifically provided for in this Agreement. Purchaser further understands that the plans and specifications for the Unit and the building in which it is located are proposed, and that minor deviations from the proposed plans and specifications will occur during construction. Purchaser agrees to such minor deviations provided they do not materially and substantially differ from the proposed plans and specifications.

To the extent selections are available, Seller will deliver to Purchaser a written list of color choices and other available options (the "Selection List"). Purchaser shall make selections from the Selection List and return the Selection List to Seller within fifteen (15) days after Seller delivers the Selection List to Purchaser. If Purchaser fails to do so, Seller will make the choices and Purchaser will have no right to object to them. Seller shall be under no obligation to process any selection made by Purchaser after the fifteen (15) day period expires. If a selected item is unavailable for any reason, Seller shall so inform Purchaser, and request Purchaser to make an alternate selection from available options. If Purchaser does not inform Seller of Purchaser's alternate choice within seven (7) days, Seller may install available options and color choices in its sole discretion, provided such are of like kind and quality. In the event Purchaser requests changes to the Unit, and Seller is willing to make those changes, Purchaser shall pay the full cost of such changes to Seller at the time the changes are requested. Such amount shall be used by Seller to make the changes. All amounts paid to Seller for changes will be forfeited if Purchaser defaults under this Agreement.

4. Inspection Prior to Closing. Purchaser will be given a reasonable opportunity to examine the Unit with Seller's representative before closing and shall sign a punchlist at that time listing the items, if any, which need correction. If any item Purchaser lists actually is defective in workmanship or materials, Seller will correct the defect at Seller's cost within a reasonable period of time after closing. However, no such punchlist item shall be grounds for delaying the closing or for imposing any conditions on closing as long as a certificate of occupancy or temporary certificate of occupancy has been issued for the Unit, and no escrows or holdbacks of closing funds will be permitted.

Purchaser acknowledges that all matters pertaining to the initial construction of the Unit will be handled by Seller and Seller's representatives, and Purchaser agrees not to interfere with or interrupt any workmen at the site of the Condominium.

5. Closing Costs and Prorations.

(a) Real property taxes assessed against the Unit shall be prorated as of the date of closing. In the event the current year's millage is not fixed, but the current year's assessed value is available, taxes will be prorated based upon such assessed value and the prior year's millage. If real estate taxes for the year of closing are assessed in the aggregate on the Condominium Property, taxes will be prorated on a reasonable estimate established by the closing agent. In any event, taxes shall be subject to reparation at the request of either party upon receipt of the actual tax bill for year of closing, provided such request is made prior to the end of the calendar year in which closing occurs.

(b) Purchaser agrees to pay for documentary stamps to be affixed to the Deed, the recording fee for the Deed, the Owner's Title Insurance premium (including the title search and title examination), a closing fee not to exceed \$150.00, and all costs incident to Purchaser's mortgage loan, if any. Purchaser also agrees to make an initial contribution to the Condominium Association at the time of closing in an amount equal to twice the monthly assessment for the month in which the closing occurs. Assessments levied by the Condominium Association for the month in which the closing occurs will be prorated as of the date of closing.

6. Closing. Purchaser and Seller agree that the title agent and closing agent for the sale and purchase of the Unit will be the law firm of Harrison, Hendrickson & Kirkland, P.A. The owner's title insurance commitment will be issued by Harrison, Hendrickson & Kirkland, P.A., as agent for a title insurance underwriting company authorized to do business in the State of Florida, committing it to issue to Purchaser an owner's title insurance policy in the amount of the Purchase Price reflecting fee simple title to the Unit vested in Purchaser, subject to those items set forth in subparagraph 7.A. below. The closing shall take place at such time, date, and location as Seller may designate after issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy for the Unit and upon no less than ten (10) days prior notice to Purchaser.

7. Documents for Closing. Seller shall deliver the following documents to Purchaser at closing:

A. Special Warranty Deed (the "Deed") subject to:

- (i) The Declaration and exhibits attached thereto;
- (ii) Articles and Bylaws for South Beach Village Condominium Association, Inc. (the "Condominium Association");
- (iii) Zoning ordinances, building codes, regulations, rights or interests vested in any municipal, county, state, or federal government or agency having jurisdiction over the Condominium;
- (iv) Conditions, restrictions, agreements, limitations, reservations, declarations, dedications, and easements of record at the time of closing, provided such recorded documents do not prohibit the use of the Unit as a single-family residence;
- (v) Any mortgage executed by Purchaser encumbering the Unit;
- (vi) Taxes and assessments for the current year and subsequent years; and
- (vii) Such other standard exceptions contained in the standard ALTA Owner's title insurance policy issued in Florida.

B. Mechanics' Lien Affidavit.

C. Closing statement.

D. Non-Foreign Certification.

8. Condominium Documents. The particulars of Purchaser's interest in the Unit and in the Condominium Property are to be determined solely by reference to the Condominium Documents. As used herein, the term "Condominium Documents" shall mean the Declaration, the plat for the Condominium, and the Articles of Incorporation and Bylaws for the Condominium Association. Purchaser agrees that the purchase and occupancy of the Unit will, at all times, be subject to the provisions of the Condominium Documents.

9. Default.

(a) The following shall constitute events of default by Purchaser:

- (i) Failure to close on the purchase of the Unit on the date established by Seller in accordance with Paragraph 6 above;
- (ii) Failure to execute all documents reasonably required by Seller, or pay the balance of the Purchase Price at closing; or
- (iii) Failure to comply with any term or condition of this Agreement.

In the event of such default by Purchaser, any deposit paid by Purchaser (including payments for changes) shall be retained by Seller as agreed upon liquidated damages. Purchaser acknowledges that exact damages resulting from Purchaser's default are incapable of being calculated with any reasonable degree of certainty by virtue of the fact that Seller has removed the Unit from the market. Purchaser further acknowledges that the sum being retained by Seller as liquidated damages is a fair and reasonable sum to compensate Seller and is in no way or manner intended to be a penalty. Upon Purchaser's default, all of Purchaser's rights in the Unit shall end, and Seller may resell the Unit without any liability to Purchaser.

(b) The following shall constitute events of default by Seller:

- (i) Failure to convey fee simple title to the Unit as provided for in this Agreement;
- (ii) Failure to close this transaction through no fault of Purchaser; or
- (iii) Failure to complete construction of the Unit within two (2) years from the date of this Agreement as more fully set forth in Paragraph 12 below.

In the event of default by Seller, Purchaser's only remedies against Seller are to obtain a refund of Purchaser's deposit or to sue Seller for specific performance to require Seller to convey the Unit to Purchaser. Purchaser shall not have the right to sue Seller for damages under any circumstances.

Except as otherwise provided in this paragraph, in the event of default by either Purchaser or Seller, both parties will automatically be relieved of any and all further responsibilities and obligations to each other under the terms of this Agreement.

10. Notices. Notice to either party shall be deemed properly given when mailed to the address of Seller or Purchaser set forth in the Preamble as follows:

- (a) Within the continental United States, by first class mail, with sufficient postage affixed;
- (b) Outside the continental United States by a recognized overnight delivery service.

11. Insulation. Seller intends to install insulation in the Unit as follows:

(a) Exterior walls will be insulated with the Royal wall system which, according to the manufacturer, will result in an R-value of 12.9.

(b) Ceilings will be insulated with blown fiberglass insulation to a thickness of approximately 9 inches, which thickness, according to the manufacturer, will result in an R-value of 30.

Purchaser understands that the R-values given are based solely on information provided Seller by the manufacturers of the insulation and that Seller is not responsible for their errors. These insulation disclosures are subject to Seller's right to make changes and to applicable limitations of liability stated in this Agreement.

12. Completion Date. Seller expects to complete construction of the Unit by \_\_\_\_\_. In any case, Seller agrees to substantially complete construction of the Unit, in the manner specified in this Agreement, within a period of two (2) years from the date of this Agreement (plus a period equal to the periods of any delays in construction caused by Acts of God, government orders, labor problems or other events that would support a defense based on impossibility of performance for reasons beyond Seller's control).

13. Sales Commissions. Except for the Co-Broker identified in this Paragraph, if any, Purchaser warrants and represents that no real estate broker or salesperson other than those who are employed by Seller has been involved in this purchase and sale and agrees to indemnify and save Seller harmless against any claims of a real estate broker or salesperson due to acts or omissions of Purchaser or Purchaser's representatives. Seller acknowledges that this transaction was procured through the efforts of \_\_\_\_\_ (the "Co-Broker"), and agrees to pay the Co-Broker a brokerage fee equal to \_\_\_\_\_% of the base Purchase Price set forth in Paragraph 1 above, excluding extras or change orders (the "Co-Brokerage Fee"). The Co-Brokerage Fee will be paid by Seller at closing. The Co-Brokerage Fee will only be paid to the Co-Broker if the transaction contemplated by this Agreement closes in accordance with the terms of this Agreement. If the transaction fails to close for any reason, including default by Seller or Purchaser, no commission or fee shall be paid to the Co-Broker.

14. Transfer or Assignment. Purchaser may not assign, sell, or transfer any interest in this Agreement without Seller's prior written consent. If Purchaser is a corporation, other business entity, trustee or nominee, a transfer of any material equitable or beneficial interest constitutes an assignment of this Agreement. Seller may freely assign its rights (including rights in deposits) and obligations under this Agreement and, upon assigning those rights and obligations, shall be relieved of all liability to Purchaser if Seller's assignee assumes and agrees to perform all of Seller's obligations under this Agreement.

**THIS AGREEMENT IS VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF PURCHASER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY PURCHASER, AND RECEIPT BY PURCHASER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO PURCHASER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. PURCHASER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER PURCHASER HAS RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.**

15. Energy Efficiency Rating. Pursuant to the Florida Building Energy-Efficiency Act, Purchaser is hereby notified that Purchaser may have the energy-efficiency rating determined for the building containing the Unit. Purchaser acknowledges that this Agreement is not contingent upon Purchaser obtaining or approving the rating, that the rating is solely for Purchaser's own information, and that Purchaser will pay the total cost of obtaining the rating. Purchaser further acknowledges receipt of a copy of the Energy-Efficiency Rating System Information Brochure prepared by the Florida Department of Community Affairs.

16. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

17. Florida Law; Severability. This Agreement shall be construed and enforced pursuant to Florida law. If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be severed from the remaining provisions of this Agreement, and the remaining provisions shall continue to be valid and enforceable.

18. Contingency. If Seller cannot obtain all utility services, permits, and authorizations necessary to construct the Condominium (specifically including Phase II) in accordance with Seller's proposed plans and specifications within a reasonable period of time, Seller may refund Purchaser's deposits and terminate this Agreement.

19. Risk of Loss. Any loss or damage to the Condominium which occurs prior to the date of closing shall be at Seller's sole risk and expense. In the event of a substantial loss, Seller shall have the option, to be exercised in Seller's sole discretion, to repair the damage or to terminate this Agreement. If Seller elects to repair the damage, the closing date will be extended until the repairs are complete. If Seller elects to terminate this Agreement, Purchaser's deposits will be promptly refunded, including any amounts paid by Purchaser for changes. In no event shall Purchaser have the right to a reduction in the Purchase Price or to recover damages from Seller solely as a result of such loss or damage.

20. Time of the Essence. Performance at the times stated in this Agreement, including closing on the date established by Seller in accordance with Paragraph 6 above, is of absolute importance and any failure to perform at those specific times shall constitute a default, time being of the essence of all matters in this Agreement.

21. Joint and Several Obligation. If more than one person signs this Agreement as Purchaser, each person shall be liable for full performance of all of Purchaser's duties and obligations hereunder. Seller may enforce this Agreement against the Purchasers either jointly or individually. This Agreement is binding upon Purchaser and Purchaser's heirs, personal representatives, successors, and permitted assigns.

22. Limited Warranty. TO THE MAXIMUM EXTENT LAWFUL, SELLER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND HABITABILITY, WITH RESPECT TO THE UNIT OR THE CONDOMINIUM PROPERTY; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT BE DEEMED TO EXCLUDE THE IMPLIED WARRANTIES CONTAINED IN SECTION 718.203 OF THE FLORIDA STATUTES.

23. Waiver. Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

24. Recordation. This Agreement shall not be recorded in any public records, and any recording of same by Purchaser shall be considered a breach of this Agreement.

25. Subordination. The rights and interests of Purchaser in the Unit and this Agreement are hereby unconditionally subordinated to the lien and operation of any construction loan mortgage and other loan documents executed in conjunction with such mortgage (collectively the "Mortgage") whether previously or subsequently made (including any mortgage securing any loan to wholly or partially refinance the obligations secured by the Mortgage), and all advances now or hereafter made on the security thereof (whether optional or obligatory and without limitation as to amount) and all other amounts now or hereafter secured by the Mortgage. The subordination contained in this paragraph is unconditional and shall not be affected by (a) any modification or amendment to, assignment of, or substitution of a new mortgage for the Mortgage (whether or not considered a novation); (b) any release or partial release of any property encumbered by the Mortgage; (c) any extensions, waivers, or indulgences with respect to the Mortgage or the obligation secured thereby; or (d) any other circumstances whatsoever. This subordination shall be automatically effective without the need for execution of any additional documents by Purchaser; provided, however, Purchaser will execute and deliver a document in recordable form setting forth the subordination contained herein upon the reasonable request of either Seller or the holder of the Mortgage. Notwithstanding the foregoing, the holder of the Mortgage will have no right or interest in Purchaser's deposits except to the extent that such holder may have the right to assume and fulfill Seller's obligations pursuant to the Agreement.

26. Survival and Incorporation. The provisions and disclaimers in this Agreement shall survive the closing of the transaction contemplated hereby. The explanations and disclaimers set forth in the Condominium Documents are incorporated into this Agreement.

27. Gender and Plurality. References to Purchaser in the masculine singular shall be construed to encompass the other gender and the plural when appropriate.

28. No Representations. No broker, salesperson, or other person has been authorized to give any information or to make any representations other than those contained in the Condominium Documents, and if given or made, such information or representations must not be relied upon as having been authorized by Seller. By executing this Agreement, Purchaser acknowledges that no representations have been or are made concerning the economic benefits to be derived from the rental or resale of the Unit.

29. Facsimile Signatures and Counterparts. A facsimile signature will be deemed to be an original for all purposes. This Agreement may be signed in multiple counterparts, each of which shall constitute an original and all of which shall constitute a single agreement.

30. Entire Agreement. This Agreement sets forth the entire understanding of the parties regarding the sale and purchase of the Unit, and once signed it may be amended in writing only. Any prior agreements, representations, understandings and oral statements (including renderings and representations in sales brochures and other sales and advertising materials) not expressed in this Agreement or in the Condominium Documents are of no force or effect.

31. **NOTICE OF CONSTRUCTION DEFECTS.** FLORIDA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY (60) DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.



**RECEIPT FOR CONDOMINIUM DOCUMENTS**

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

**Name of Condominium:** South Beach Village, a Condominium  
**Address of Condominium:** 100 Block, 10<sup>th</sup> Street North, Bradenton Beach, Florida

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

DOCUMENT	RECEIVED
Prospectus Text	N/A
Declaration of Condominium	X
Articles of Incorporation	X
Bylaws	X
Estimated Operating Budget	X
Form of Agreement for Sale or Lease	X
Rules and Regulations	N/A
Covenants and Restrictions	N/A
Ground Lease	N/A
Management and Maintenance Contract for More Than One Year	X
Renewable Management Contracts	N/A
Lease of Recreational and Other Facilities to be used Exclusively by Unit Owners of Subject Condominiums	N/A
Form of Unit Lease if a Leasehold	N/A
Declaration of Servitude	N/A
Sales Brochures	N/A
Phase Development Description	X
Lease of recreational and other facilities to be used by unit owners with other condominiums	N/A
Description of Management for Single Management of Multiple Condominiums	N/A
Conversion Inspection Report	N/A
Conversion Termite Inspection Report	N/A
Plot Plan	X
Floor Plan	X
Survey of Land and Graphic Description of Improvements	X
Executed Escrow Agreement	X
Plans and Specifications	(made available upon request)
Question and Answer Sheet	X
Alternative Media Disclosure Statement	N/A
Certification of Interest	X

**THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER. THE AGREEMENT IS ALSO VOIDABLE BY THE BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.**

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser