

PRIMA LUCE ON THE WATERFRONT, A CONDOMINIUM

PURCHASE AGREEMENT

Name(s): _____

Address: _____

Telephone: _____

Telephone (2): _____

E-mail: _____

E-mail (2): _____

Address for Deed, if Different

Unit Number

Parking Space(s) Number(s)

Storage Space Number

Expected Building Completion Date (if not already completed)

Closing Date (if building completed)

Total Purchase Price (see Page 2 for detail)

THIS PURCHASE AGREEMENT (the “**Agreement**”) is made by and between PRIMA LUCE, LLC, a Florida limited liability company (“**Seller**”), and the above-named purchaser (the “**Purchaser**”), as of the date when the last one of the Purchaser and Seller has signed this Agreement (the “**Effective Date**”), pursuant to the following terms and conditions. Purchaser acknowledges that no representation has been made by Seller or any of its agents of any income, income tax or economic benefit to be derived by virtue of purchase or ownership of the unit.

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

ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO SELLER PRIOR TO CLOSING PURSUANT TO THIS AGREEMENT MAY BE USED FOR CONSTRUCTION PURPOSES BY SELLER.

1. Sale and Unit. Seller agrees to sell and Purchaser agrees to purchase the residential condominium unit described above (the “**Unit**”), together with an undivided interest in the common elements appurtenant thereto, in Prima Luce on the Waterfront, a Condominium (the “**Condominium**”),

pursuant to the Declaration of Condominium thereof to be recorded in the Public Records of Lee County, Florida. The real property constituting the Unit will be legally described as:

Unit ____ of Prima Luce on the Waterfront, a Condominium, according to the Declaration of Condominium thereof recorded as Official Records Instrument No. _____[*], of the Public Records of Lee County, Florida, and all amendments thereto (“Declaration”), subject to easements and restrictions of record.

[*] To be filled in upon recording of the Declaration.

The Unit and the Condominium are described in greater detail in the proposed Declaration and its attached exhibits. See the Condominium Plot Plan attached as Exhibit “A” to the Declaration for the location of the Unit.

2. Purchase Price. The Purchase Price for the Unit will be due and payable as follows:

- (a) Base Purchase Price _____
- (b) Extras per Exhibit “C” _____
- (c) Extra Parking Space Premium (if applicable) _____
- (d) Builder Incentive _____
- (e) **TOTAL PURCHASE PRICE** _____
- (f) Purchaser must deposit upon signing this Agreement
a deposit in the amount of: _____
- (g) Reservation Deposit paid under separate
Reservation Agreement (if any): _____
- (h) Upon Commencement of Construction: _____
- (i) Other: _____
- (h) **BALANCE DUE AT CLOSING** (by wired funds): _____

3. Escrow Agent; Deposit. Seller has retained Roetzel & Andress, LPA, whose address is 2320 First Street, Suite 1000, Fort Myers, Florida 33901, to act as Escrow Agent as required by Florida Statutes. Purchaser may obtain a receipt for his deposit from the Escrow Agent on request. Make all deposit checks payable to Roetzel & Andress Trust Account. Escrow Agent, subject to clearance of checks, will deposit all deposits a non-interest-bearing account. All deposits will be held in escrow by Escrow Agent and disbursed in accordance with this Agreement. Notwithstanding the foregoing, Any deposits in excess of ten percent (10%) of the purchase price paid prior to the issuance of a certificate of occupancy for the buildings may be disbursed by Escrow Agent to Seller for construction purposes. In addition, funds may be released from escrow as follows:

a) If Purchaser properly terminates this Agreement pursuant to the terms hereof or the Florida Statute, within thirty (30) days after Escrow Agent's receipt of Seller's written certification that the Purchaser has properly terminated this Agreement, the funds will be paid to Purchaser.

b) If Purchaser defaults hereunder, the funds will be paid to Seller after Escrow Agent receives Seller's affidavit, pursuant to 501.1375(7)(d), Florida Statutes, certifying that (a) Purchaser has defaulted in the performance of its obligations under the Purchase Agreement; and (b) Seller has sent written notice by certified mail to Purchaser of Seller's intention to make said disbursements at least 72 hours prior to the intended time of disbursement.

c) All funds not previously disbursed will be disbursed to Seller at closing, unless prior to the disbursement Purchaser provides Escrow Agent with a written notice of a dispute between Purchaser and Seller regarding the funds.

4. Purchaser's Payment at Closing. Purchaser understands and agrees that Purchaser will be obligated to pay the balance due at closing in "all cash." For purposes of this Agreement, "all cash" means immediately available wired Federal funds in U.S. dollars. This Agreement and Purchaser's obligation hereunder will not depend on whether or not Purchaser qualified for or obtains a mortgage from any lender. Purchaser will be solely responsible for making Purchaser's own financial arrangements. Seller agrees, however, to cooperate with any lender Purchaser chooses and to coordinate closing with Purchaser's lender, if, but only if, such lender meets the Seller's closing schedule and pays Seller the proceeds of its mortgage at closing. In the event that lender does not pay Seller these proceeds at closing, Purchaser will not be allowed to take possession of the Unit until Seller actually receives the funds and they have cleared. Although Seller is not required to do so, if Seller agrees to delay closing until Purchaser's lender is ready, or to wait for funding from Purchaser's lender until after closing, Purchaser agrees to pay Seller a late funding charge equal to interest, calculated at the rate of eighteen (18%) percent on all funds due Seller which have not then been paid to Seller (and with regard to personal checks, which have not then cleared) from the date Seller originally scheduled closing to the date of actual payment (and with regard to personal checks, to the date of final clearance). This late funding charge may be estimated and charged by Seller at closing. Seller's estimate will be adjusted after closing based on actual funding and clearance dates upon either Seller's or Purchaser's written request. This paragraph will survive the closing.

5. Closing Date. Closing will occur upon completion of the improvements necessary to create the Unit and upon Seller's notification to Purchaser which will allow fifteen (15) calendar days for Purchaser to close. If the Unit has already been completed and created as of the date hereof, closing will be on or before the date set forth in the first page of this Agreement. Closing will be at the offices of Escrow Agent or such other location as specified by Seller.

6. Plans and Specifications; Options; Upgrades.

a) Plans and Specifications. Seller will construct and equip the unit and other improvements comprising the condominium on the property, if not already so constructed and equipped, substantially in accordance with plans and specifications. Seller reserves the right to make architectural, structural or design modifications or changes in the Unit and/or improvements constituting the common elements as it deems necessary or desirable. Purchaser agrees to close the purchase notwithstanding any such modifications, changes or substitutions, provided that no such modification or change may materially alter dimensions, size or floor plan of the condominium Unit or value thereof, and no such change, modification or substitution may result in the purchase price of the Unit being increased. A copy of the plans and specifications will be available for inspection by the Purchaser at the sales office of the Seller.

b) Appliances Included with the Purchase. Each Unit will be equipped with a washer and dryer or washer/dryer combo, an oven / range, an over the range microwave, a dishwasher, a refrigerator, and a garbage disposal. No other personal property is included with the purchase of the Unit unless itemized on Exhibit "C" or in a signed addendum hereto.

c) Purchaser's Selections. In addition to any extras itemized in Exhibit "C", Purchaser must make all of Purchaser's design changes, selections and/or upgrades in connection with the Unit ("Purchaser's Selections") on or before 5:00 p.m. local time on the **TBD** day following the Effective Date (the "Purchaser's Selection Date"). Purchaser assumes responsibility for scheduling and attending any and all appointments with Seller that may be necessary to timely make Purchaser's Selections. The appointments will be made and coordinated through Seller's Design Representative whose contact information is:

Design Representative Name: TBD
Phone: _____
E-mail: _____

The pricing for Purchaser's Selections will be the price in effect on the Purchaser's Selection Date. Purchaser's Selections will be memorialized in an options addendum executed by Purchaser and delivered to Seller on or before the Purchaser's Selection Date (the "Options Addendum"). If Purchaser fails to make Purchaser's Selections on or before the Purchaser's Selection Date, then that failure will constitute a Purchaser Default. If Purchaser's Selections are unavailable during construction for any reason, including Seller's decision to change suppliers, Purchaser must make an alternate selection within five (5) days of Seller's notice of such unavailability and the total Purchase Price will be adjusted accordingly. **For upgrades and extras, Purchaser will be required to pay 50% of the cost of such upgrades at the time of selection and signing the upgrade selection sheet, with the remaining 50% due and payable within 120 days after commencement of construction of the "Building" (as such term is defined in the Declaration).**

d) Models; Sales Literature. Seller's model units have been professionally decorated and landscaped and are for display purposes only. The model units often contain upgrades in décor and landscaping which are shown in relation to Seller's model units for marketing purposes only and cannot be construed to be a part of this Agreement or a representation or warranty of any type on behalf of Seller. Purchaser acknowledges that Seller's sales literature, sketches, renderings, brochures, and other marketing materials are for informational purposes only and are not part of this Agreement.

e) Existing Conditions; Changes. The condominium property may be located near certain natural or man-made conditions and amenities such as water bodies, roadways, trees, open spaces,

neighboring buildings, businesses or conservation areas ("Existing Conditions and Amenities"). Purchaser has independently evaluated the Existing Conditions and Amenities to determine if they have a positive, negative, or neutral impact upon the Unit. Except as expressly set forth in this Agreement or an Addendum hereto, Seller makes no representation or warranty concerning any Existing Conditions and Amenities or any proposed changes thereto including, but not limited to, the right or ability of Purchaser to use any amenities or recreational facilities now or in the future. Purchaser hereby releases Seller from any claim, demand, or cause of action that may arise from the location of the Unit or the condominium, or the impact of the Existing Conditions and Amenities upon Purchaser, or the Unit.

f) Substitution of Materials. If Purchaser's unit has not been completed as of the date of full execution of this Agreement, it is understood that the unit will consist of a condominium unit to be constructed substantially in accordance with the plans, drawings, renderings or model as previously viewed and examined by Purchaser. Subject to purchaser's selections made in accordance herewith, the unit will contain those appliances, fixtures and equipment described in Seller's sales information and literature. Seller may make changes in the plans and specifications of a Unit and/or common areas that it deems appropriate at any time, as long as those changes do not, in Seller's opinion, materially and adversely affect the market value of the Unit, and Purchaser hereby waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications, as long such non-compliance does not, in Seller's opinion, materially and adversely affect the market value of the Unit. In addition, Seller reserves the right to substitute appliances, materials and equipment, in the Unit and/or Common Areas, for others of similar quality, utility or color, if Seller deems reasonable due to delivery delays, discontinued product lines, or such other reason as determined by Seller. Seller reserves the right to make changes in the plans and specifications of the Unit and/or common areas as may be found necessary during the construction period, provided such changes may not materially affect the size or location of the Unit. Seller reserves the right to make architectural, structural, or design modifications or changes in the Unit, or improvements constituting the Common Elements, and the amenities, as Seller deems necessary or desirable. Purchaser agrees to close notwithstanding any such modifications, changes or substitutions, provided that no such modification or change may materially alter the dimensions, size or value thereof, and any substitutions of material, equipment, or appliances will be of equivalent or better quality, and no such change, modification, or substitution results in the total purchase price of the Unit being increased. If Purchaser does not object in writing, prior to closing to any changes to Purchaser's Unit or the common elements, then Purchaser will be deemed to have waived Purchaser's right to claim in the future that such changes were material. Purchaser agrees that closing and acceptance of the deed by Purchaser accepts the Unit and the common elements by Purchaser as they exist at the time of closing, subject only to agreed upon punch list items as outlined elsewhere herein.

g) Walk-Through Inspection of Unit. Purchaser will have an opportunity to inspect the Unit before closing; following Purchaser's inspection, Purchaser will sign an inspection statement ("punchlist") listing all defects in the workmanship or materials, which are discovered. Seller will repair these defects in workmanship or materials (to standards exhibited in Seller's models) at Seller's cost, within a reasonable period of time after closing. Such walk-through inspection and Seller's obligation to make the repairs do not give rise to or be grounds for delaying the closing or for imposing any conditions on closing. Purchaser has no right to "escrows" or "holdbacks" of closing funds. In the event the Unit purchased herein has been constructed as of the date of this Agreement, then Purchaser acknowledges that Purchaser has inspected the Unit and approves and accepts the Unit as it now exists.

h) Seller has complete discretion in finishing details, landscaping, amenities and beautification of the condominium property, and Seller may exercise such discretion without impediment. Renderings contained in brochures, on websites, or sales material are not a representation by Seller. The fact that construction in areas surrounding the Condominium property may not be completed, or that

landscaping may not be completed, will not constitute a valid cause for Buyer's failure to close this transaction.

7. Closing Costs, Closing Documents and Possession. Seller will pay closing costs consisting of: (i) the title insurance premium and related charges for the owner's title insurance policy, (ii) recording fees for the special warranty deed, (iii) commissions payable to the realtors identified in Section 28 below, (iv) documentary stamp taxes on the deed, (v) municipal lien search fees, and (vi) association estoppel fees. Seller's closing documents will include the special warranty deed, non-foreign affidavit, no lien and possession affidavit, closing statement and such other documents as may be reasonably required by the closing/title insurance agent to complete the transaction. Purchaser will pay closing costs consisting of: (i) a closing fee of \$350, and (ii) any loan fees, closing costs, escrows, appraisals, credit fees, lender's title insurance premiums, prepayments and all other expenses charged by any lender giving Purchaser a mortgage, if applicable. The amount of these charges is now unknown. Additionally, if Purchaser obtains a loan and elects to have Seller's closing agent act as "loan closing agent" as well, Seller's selected title company will provide the lender's title insurance simultaneously with providing the owner's policy, for Twenty-Five Dollars (\$25.00) plus the cost of any endorsements requested by the lender (at promulgated rate), and Purchaser agrees to pay such closing agent an additional \$350 for closing services. Purchaser's closing documents will include the closing statement and such other documents as may be reasonably required by Seller or the closing/title insurance agent to complete the transaction. Buyer will receive possession of the Unit at closing.

8. Prior Occupants. The Unit has not been previously occupied.

9. Assessments. Purchaser will obtain a fee simple title to the Unit, together with an undivided interest in the common elements. Purchaser understands and agrees that in accordance with the Declaration of Condominium, Purchaser will be responsible for the above-described Unit's share of common expenses, assessments, maintenance fees and any and all other expenses incurred in the operation of the Condominium.

Purchaser understands that Seller may, but has no obligation to, advance money to the Association to permit it to pay for certain of its expenses (for example, but without limitation, insurance premiums, common element utility and/or cable or other interactive communication charges and deposits, permit and license fees, charges for service contracts, salaries of employees of the Association and other similar expenses). Seller is entitled to be reimbursed by the Association for all of these sums advanced by Seller. The Association will reimburse Seller out of regular assessments paid by Purchaser and other owners as those contributions and assessments are collected, or as otherwise requested by Seller. Seller also, at its election, may receive reimbursement for these payments by way of a credit against any sums it may become obligated to pay to the Association.

THE BUDGETS CONTAINED IN THE CONDOMINIUM DOCUMENTS PROVIDED TO PURCHASER HAVE BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND ARE A GOOD FAITH ESTIMATE ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

10. Prorations. Assessments imposed by the Condominium Association and ad valorem taxes, will be prorated to the date of closing. If less than ten (10) days remain in the calendar month, Purchaser will also pre-pay the next monthly condominium association assessment at the time of closing. If taxes for the year of closing are assessed on the Condominium as a whole, Purchaser will pay Seller, at

closing, the Unit's allocable share of those taxes (as estimated by Seller and subject to reparation when the actual tax bill is available) for the Unit from the date of closing through the end of the applicable calendar year of closing (which proration will be based upon the prior year's tax bill if the bill for the year of closing is not then available). If taxes for the year of closing are assessed on a unit-by-unit basis, Purchaser and Seller will prorate taxes as of the closing date based upon the actual tax bill, if available, or an estimate by Seller, (which may be that taxes will be approximately the same as they were for the prior year), if not available, with Purchaser responsible for paying the full amount of the tax bill and Seller reimbursing Purchaser for Seller's prorated share of those taxes. Purchaser agrees that Seller's prorated share of the taxes due as of closing need not be paid to Purchaser, however, until the actual tax bill is presented to Seller, and any proration based on an estimate of the current year's taxes may be subject to reparation upon request of either party. This subparagraph will survive (continue to be effective after) closing.

11. Evidence of Title.

a) Title Insurance. Seller, at Seller's expense, will cause Roetzel & Andress, LPA as the closing/title insurance agent to deliver to Purchaser, at least five (5) days prior to closing, a title insurance commitment in the amount of the Purchase Price. The title insurance commitment will show title to the Unit to be good and marketable subject to only the following, which Purchaser hereby approves (the "**Permitted Exceptions**"):

(i) General or special taxes and assessments required to be paid in the year of closing and thereafter which are not yet due and payable;

(ii) Restrictions, covenants, conditions, limitations, agreements, reservations and easements recorded in the public records which do not materially interfere with the proposed use of the Unit for residential purposes, including without limitation those on the Plat of Dean's Subdivision recorded in Plat Book 4, Page 24, Public Records of Lee County, Florida;

(iii) Restrictions, covenants, conditions, easements, and other provisions imposed by the Condominium documents which are to be recorded in the public records of Lee County, Florida, including, without limitation, the Declaration of Condominium, the Articles of Incorporation of Prima Luce on the Waterfront Condominium Association, Inc. (the "**Condominium Association**"), and the Bylaws of the Condominium Association;

(iv) Exception from coverage of riparian and/or littoral rights, or any other standard water body, navigable waterway, state or federal sovereignty rights, submerged lands, or similar exceptions;

(v) Any lien provided by County Ordinance or by Chapter 159, F. S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality;

(vi) Public Drainage Easements to the City of Fort Myers recorded in Instrument Numbers 2009000202761 and 2009000202762, Public Records of Lee County, Florida.

(vii) Lee County Ordinances 86-14 and 86-38 providing for mandatory solid waste collection and the imposition of special assessments for said collection services. The special assessments for the current tax year are payable with the ad valorem taxes; and

(viii) Perpetual, non-exclusive easement in favor of the general public over, upon and across the portions of the Common Elements constituting the Riverwalk and Public Access Sidewalk pursuant to City of Fort Myers Ordinance No. 3772 (An Ordinance of the City Council of the City of Fort Myers, Florida, Amending and Restating the Planned Unit Development for Prima Luce Located at 2631 First Street, North of First Street, West of Cranford Avenue, and East of Evans Avenue, Section 13, Township 44 South, Range 24 East, Lee County, Florida; Amending the Deviations, Terms and Conditions and Rescinding Ordinance Nos. 3624 and 3661; Providing for Severability and Providing for an Effective Date).

At closing, Seller will convey the Unit to Purchaser by special warranty deed free from monetary liens and monetary encumbrances, but subject to the Permitted Exceptions. Subsequent to closing, a final title insurance policy will be issued to Purchaser conforming to the title insurance commitment.

Purchaser has five (5) days from receipt of the title insurance commitment to notify Seller in writing of any objections to title (which objections may not include the Permitted Exceptions). If Purchaser fails to give Seller timely written notice of any objections to title, then all matters shown in the title insurance commitment become Permitted Exceptions. At closing, if requested by Seller or the closing/title insurance agent, Purchaser will execute a separate instrument approving all Permitted Exceptions.

If Seller cannot convey title as required by this Agreement as of the originally scheduled closing date, Seller will have a period of one hundred twenty (120) days in which to cure any title objections. Seller will make a good faith effort to cure any title objections. If Seller cures such title objections, closing will occur within five (5) days of Seller's delivery of written notice to Purchaser that the title objections have been cured. If Seller is unable to cure the title objections within said time period, Seller will provide written notice to Purchaser of such and Purchaser will then have five (5) days from receipt of the notice in which to give written notice to Seller of its election to either accept title as is and close on the Unit without a reduction in the Purchase Price or terminate this Agreement and receive a refund of all deposits. Purchaser's failure to give written notice within said five (5) day period is an election to accept title as is.

Purchaser acknowledges that not all of the Permitted Exceptions may have been recorded as of the date Purchaser signs this Agreement. Prior to closing, Seller may enter into and record such additional plats, easements, restrictive covenants and agreements as Seller deems necessary or desirable for the development of the community including any amendments thereto. Purchaser hereby irrevocably consents to the Seller entering into and recording such documents and agrees to accept title subject to the terms, conditions, easements and restrictions contained in such documents provided that the same do not prohibit the use of the Unit.

12. Energy Efficiency. In accordance with Section 553.996, Florida Statutes, a purchaser of real property with a building for occupancy located thereon will be provided with written notification that the purchaser may have the building's energy efficiency rating determined upon request of the prospective purchaser, in writing, at the time of, or prior to, the purchaser's execution of this Agreement. Seller will provide Purchaser a copy of an information brochure prepared and provided at no cost by the Department of Community Affairs Codes and Standards Office. Any cost associated with determining the building's energy efficiency rating will be at Purchaser's expense. The Purchaser hereby acknowledges that they have received a copy of the above referenced information brochure, and an energy performance level display card pursuant to Section 553.9085, Florida Statutes (each attached hereto, as Exhibit "B") and voluntarily waives the request for an energy efficiency rating.

13. Purchaser Default. If Purchaser fails to make any of the payments due as hereinabove scheduled, or refuses to pay any costs required by this Agreement, or otherwise defaults hereunder, and Purchaser fails to correct such default within ten (10) days after Seller has given Purchaser written notice, then Seller may declare this Agreement terminated, and retain all deposits and monies paid by Purchaser, to cover expenses and as liquidated and agreed upon damages, and thereupon, the parties hereto will be released and relieved from all obligations hereunder. This provision for damages is a bona fide provision for such and is not a penalty. The parties understand that by withdrawal of a Unit from sale at a time when other parties would be interested in purchasing, the Seller will have sustained damages if Purchaser defaults, which damages will not be capable of determination with mathematical precision, and therefore, this provision for liquidated and agreed upon damages has been incorporated in this Agreement as a provision beneficial to both parties.

14. Seller Default. If Seller defaults under this Agreement, and Seller fails to correct such default within thirty (30) days after Purchaser has given Seller written notice, Purchaser will have such rights as may be available under applicable law, except that Purchaser may not seek specific performance of Seller's obligations.

15. Binding Agreement. This Agreement is binding upon the parties hereto, their heirs, personal representatives, successors, and assigns, provided, however, Purchaser may not assign this Agreement without the prior written approval of Seller, which approval may be withheld or conditioned in any manner in Seller's absolute discretion. If this Purchase Agreement is executed outside of the sales office of Seller located in Fort Myers, Florida, it will constitute an offer by Purchaser to Seller, and in all events be subject to acceptance by Seller in Seller's offices in Fort Myers, Florida, in Seller's sole and absolute discretion.

16. Prior Representations.

a) No Representations. It is agreed that all prior understandings and agreements are superseded by and are merged into this Agreement. No representations, claims, statements, inducements, advertising, promotional activities, maps, or otherwise, made by Seller or Seller's agents, representatives, or employees, are in any way be binding on Seller and same are of no force and effect unless expressly set forth in this Agreement. Purchaser warrants that Purchaser has not relied upon any verbal representations, advertising portrayals or promises other than as expressly contained herein and in the Condominium Documents, including specifically, but without limitation, any representations as to: (i) potential appreciation in or resale value of the Unit or the ability to rent the Unit, (ii) the existence of any "View" from the Unit or that any existing "View" will not be obstructed in the future, (iii) traffic conditions in, near or around the Condominium, (iv) disturbances from nearby properties, (v) disturbance from air or vehicular traffic, or (vi) any future use of adjacent properties.

b) Mixed-Use Nature of Condominium. The Condominium contains commercial space, as depicted on the condominium plot plan and described in the Declaration. The commercial unit may contain one or more commercial enterprises including, without limitation, retail, restaurant, private club, special event and banquet spaces, meeting spaces, or other commercial or office establishments. Purchaser understands and acknowledges that such commercial operations may generate an unpredictable amount of visible, audible, and odorous impacts and disturbances from activities relating to the operation of businesses. The activities associated with the commercial operations include: (i) vehicular and transient traffic; (ii) commercial, and retail operations; (iii) cooking and cleaning associated with restaurants, and bars; (iv) music and noise associated with restaurants, bars, and private functions events; (v) after hours and weekend activities, events and entertainment; and (vi) construction activities related to the build-out, finishing, reconfiguring and/or improving the commercial and retail areas of the building. Additionally, inasmuch as the commercial operations may attract customers, patrons and/or guests who

are not members of the Association, such additional traffic over and upon the Condominium Property, and/or Building will not be deemed a nuisance hereunder or under the Condominium Documents. In addition, the owners and operators of commercial establishments have the right, in their sole discretion, to remove, relocate, discontinue operation of, or otherwise deal with their operations in their sole discretion without regard to any prior use of or benefit to any residents of the Condominium.

c) Unit Measurement. Given the nature of condominium ownership and the nature of this Condominium project, the Unit boundaries are precisely defined in such a manner so that all components of the building which are (or are potentially) utilized either by other Units or the Common Elements are excluded from the Unit. This would exclude, for instance, all structural walls, load bearing columns, shafts, etc., and essentially limits the boundaries of the Unit to the interior airspace between the perimeter walls and excludes all interior structural components. For the precise Unit boundaries, do not rely upon depictions or measurements set forth in sales materials, see the Declaration and the condominium plot plan attached thereto. Please note that the unique way of defining the boundaries actually makes the Unit and the actual "unit area" appear to be smaller than it would be if standard architectural measuring techniques were used. Typically, apartments are measured to the exterior boundaries of the exterior walls and to the centerline of interior demising walls or to the exterior of walls adjoining corridors or other shared facilities without excluding areas that may be occupied by columns or other structural components (the "Typical Measurement"). The Typical Measurement was not used in calculating Unit areas in this Condominium. As such, the Typical Measurement will be greater than the Unit area. Note however, that many of the components often included in determining the Typical Measurement, are Common Elements.

d) The limitations, disclaimer, and notices set forth in the Declaration of Condominium as applied to Unit Owners are incorporated herein. The provisions of this entire Section 16 will survive the closing. Upon closing, acceptance of a special warranty deed by Purchaser constitutes acknowledgment of full performance and discharge of every agreement, obligation and representation made by Seller in accordance with the terms and provisions hereof; and the only agreements or representations which survive the delivery and acceptance of such special warranty deed may be those herein specifically stated to survive the deliverance and acceptance thereof, except as may be provided otherwise in the Florida Statutes.

17. Subordination to Seller's Financing. Seller may borrow money from lenders for the development of the Condominium. Purchaser agrees that any lender advancing funds for Seller's use in connection with the Condominium will have a prior mortgage on the Unit and the Condominium until Closing. At Closing, Seller will cause the then applicable mortgages to be released and may use Purchaser's Closing proceeds for such purpose. Neither this Agreement, nor Purchaser's payment of deposits, will give Purchaser any lien or claim against the Unit, the Condominium or the real property upon which the Condominium is being developed. Without limiting the generality of the foregoing, Purchaser's rights under this Agreement will be subordinate to all mortgages (and all modifications made to those mortgages) affecting the Unit or the Condominium (or the real property upon which the Condominium is being developed) even if those mortgages (or modifications) are made or recorded after the date of this Agreement.

The rights and interests of Purchaser in the Unit and this Agreement are hereby unconditionally subordinated to the lien and operation of any mortgage granted by Seller which encumbers the Property as security for any loan made to Seller, and any other loan documents executed by Seller in connection with such mortgage (collectively the "Seller Mortgage(s)"), whether previously or subsequently made (including any mortgage securing any loan to wholly or partially refinance the obligations secured by the Seller Mortgage(s)), and all advances now or hereafter made on the security thereof (whether optional or obligatory and without limitation as to the amount), and all other amounts

now or hereafter secured by the Seller Mortgage(s). The subordination contained in this paragraph is unconditional and is not affected by (a) any modification or amendment to, assignment of, or substitution of a new mortgage for the Seller Mortgage(s) (whether or not considered a novation), (b) any release or partial release of the Seller Mortgage(s) or any portion of the property encumbered thereby, (c) any extensions, waivers or indulgences with respect to the Seller Mortgage(s) or the obligations secured thereby, or (d) any other circumstances whatsoever. This subordination will 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(s) of the Seller Mortgage(s). Notwithstanding the foregoing, the holder(s) of the Seller Mortgage(s) will have no right or interest in Purchaser's deposit, except to the extent that such holder may have the right to assume and fulfill Seller's obligations pursuant to this Agreement.

18. Time is of the Essence. Time is of the essence in this Agreement.

19. Recording. Neither this Agreement nor an Affidavit or Memorandum stating this Agreement is in effect may be recorded in the Public Records.

20. Notices. All notices to Purchaser with respect to this Agreement will be deemed to have been received (i) three (3) days after posting by certified mail or regular U.S. Mail to Purchaser's address as specified herein, or to such other address as Purchaser may specify in writing to the Escrow Agent, or (ii) via email to an email address on the first page of this Agreement or provided by Purchaser to Seller or Seller's authorized representative. Notice of any dispute with respect to application of the deposits will be deemed to have been received when receipt is acknowledged in writing by the Escrow Agent.

21. Purchaser's Right to Rescind.

THIS AGREEMENT IS VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF PURCHASER'S INTENTION TO CANCEL WITHIN FIFTEEN (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 BY SELLER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF PURCHASER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM SELLER 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 FIFTEEN (15) DAYS AFTER PURCHASER HAS RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

22. Condominium Filing. Purchaser specifically authorizes Seller to file and place of record in the Public Records of Lee County, Florida, and elsewhere, prior to closing, all papers required to be filed by the laws of the State of Florida, in order to legally create and maintain the Condominium.

23. Reservation of Right of Amendment. Seller reserves the right to amend the condominium documents, in accordance with the terms and conditions of the Florida Condominium Act and the condominium documents. If Seller elects to exercise that right, Seller will furnish to Purchaser, a copy of the amended Condominium documents. If any amendment materially alters or modifies the Condominium documents in a manner that is adverse to Purchaser, the Florida Condominium Act provides Purchaser fifteen (15) days after receipt within which to approve the Condominium documents as amended. If Purchaser does not approve amended condominium documents that materially alter or modify the condominium documents in a manner adverse to Purchaser, The Florida Condominium Act provides Purchaser right of cancellation by written notice furnished to Seller within the 15-day period and the right to a refund of the Deposit. Purchaser's failure to notify Seller of cancellation within the time provided will be deemed a waiver of that right. Purchaser's right to cancellation is Purchaser's exclusive remedy relative to any amendments of condominium documents. Some amendments to the Condominium documents may be corrective, made to comply with legal requirements of the Condominium Act or administrative rules governing condominiums, or otherwise non-material in nature and/or not adverse to Purchaser. The burden of proof is on the Purchaser with regard to any claims that any amendments materially alter or modify the condominium documents in a manner that is adverse to Purchaser.

24. Authorization to Escrow Agent. Purchaser hereby agrees that their signature on this Agreement is notice irrevocably given to the Escrow Agent holding escrowed funds paid by Purchaser pursuant to this Agreement to disburse at the closing of this transaction to Seller, unless Agent has received written notice of a dispute from Purchaser prior to such disbursement.

25. No Warranties. Except as provided by Florida Statutes, §718.203, to the extent applicable, and except as to those warranties given in writing by the Developer as to those warranties that cannot be disclaimed, Seller has not made, makes no, and hereby expressly disclaims, any and all express or implied warranties regarding the Unit (including limited and common elements) including but not limited to those of design, construction, furnishing and equipment, and as to its material, workmanship or capacity, including implied warranties of merchantability and fitness for a particular purpose. Purchaser acknowledges and agrees that the warranties provided by Florida Statutes, §718.203, are Purchaser's sole and exclusive warranties and no other or additional warranties expressed or implied extend beyond the terms of Florida Statutes, §718.203. Purchaser acknowledges and agrees that the warranties provided by Florida Statutes, §718.203, are conditioned upon routine maintenance being performed. Purchaser will not be entitled to consequential damages, loss of use or other economic damages or any other remedies, unless provided by Florida Statutes, §718.203. Purchaser agrees that these limitations are part of the basis of this Agreement between Purchaser and Seller. **EXCEPT FOR THOSE WARRANTIES REQUIRED BY FEDERAL LAW OR FLORIDA STATUTES, THE DEVELOPER DOES NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND THE DEVELOPER HEREBY DISCLAIMS ANY SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE OWNERS AND THE ASSOCIATION ASSUME ALL RISK AND LIABILITY RESULTING FROM THE USE OF THE PROPERTY.**

26. 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.

27. Access to Unit Prior to Closing. Purchaser may not access or enter to the Unit nor may Purchaser store any possessions about the Unit or the condominium property prior to the closing of this transaction.

28. Representations as to Brokers. Seller will pay all sales commissions due its in-house sales personnel and/or exclusive listing agent and the co-broker, if any, identified at the end of this Agreement (if such space is left blank, it means that Seller has not agreed to pay any co-broker and that Buyer represents that there is no co-broker who can claim by, through or under Buyer), provided that such co-broker has properly registered with Seller as a participating co-broker. Seller has no responsibility to pay any sales commissions to any other broker or sales agent with whom Buyer has dealt. Buyer will be solely responsible to pay any such other brokers. By signing this Agreement, Buyer is representing and warranting to Seller that Buyer has not consulted or dealt with any broker, salesperson, agent or finder other than Seller's sales personnel (and the co-broker, if any, named at the end of this Agreement), nor has the sale been procured by any real estate broker, salesperson, agent or finder other than Seller's sales personnel (and the co-broker, if any, named at the end of this Agreement). Buyer will defend (with counsel acceptable to Seller), indemnify and hold Seller harmless for and from any such person or company claiming otherwise. Buyer's indemnity and agreement to hold Seller harmless includes, without limitation, Buyer's obligation to pay or reimburse Seller for all commissions, damages and other sums for which Seller may be held liable and all attorneys' fees and court costs actually incurred by Seller (including those for appeals), regardless of whether a lawsuit(s) is actually brought or whether Seller ultimately wins or loses. This Section 28 will survive (continue to be effective after) closing and/or any termination of this Agreement.

29. Applicable Law and Venue. In the event of any disputes involving legal proceedings between any of the parties to this Contract, arising under or in any way related to the terms, enforcement, interpretation, validity, or any other aspect of this Contract, and whether the disputes arise in tort, statute, contract, or under any other legal or equitable basis, than any such disputes (collectively all such disputes being referred to as the "**Disputes**") will be determined exclusively by the internal law of the State of Florida, exclusive of conflict of law and choice of law principles. The exclusive and mandatory forum for determination of the Disputes will be the court of competent jurisdiction in and for Lee County, Florida. This Agreement is for the sale of a condominium unit and as such is exempt from the provisions of the Federal Interstate Land Sales Full Disclosure Act.

30. Litigation. In the event of any litigation between the parties under this Agreement, the prevailing party will be entitled to reasonable attorney's fees and court costs at all trial and appellate levels. This paragraph will survive (continue to be effective after) any termination of this Agreement prior to closing, but will otherwise be deemed merged into the special warranty deed at closing.

31. Others Bound by this Agreement. If Purchaser dies or in any way loses legal control of his affairs, this Agreement will bind his heirs and personal representative. If Purchaser has received permission to assign or transfer their interest in this Agreement, this Agreement will bind anyone receiving such interest. If Purchaser is a corporation or business entity, this Agreement will bind any successor corporation or entity. If more than one person signs this Agreement as Purchaser, each will be equally liable, on a joint or severable basis, for full performance of all Purchaser's duties and obligations under it and Seller can enforce it against either as individuals or together. If Purchaser is married, and the Purchaser's spouse is not named as a Purchaser herein, Purchaser will be responsible and liable for causing the spouse to execute the mortgage and other closing documents as required by lender and Seller. Failure or refusal of the Purchaser's spouse to do so will constitute a default by Purchaser.

32. Final As-Built Construction Plans Control. Purchaser acknowledges and agrees that it is a widely observed construction industry practice for pre-construction plans and specifications for any Unit or building to be changed and adjusted from time to time. These changes and adjustments are essential in order to permit all components of the Unit to be integrated into a well-functioning and aesthetically-pleasing product. Purchaser further acknowledges and agrees that the plans and specifications for the Unit and Condominium on file with the applicable governmental authorities may not

be identical in detail to Seller's final "as-built" plans and specifications. In the event of any discrepancy between various plans and specifications, the final "as-built" plans and specs, which are modified to include all changes during the construction process, including but not limited to door openings and sliding glass door openings, will control. Purchaser understands that dimensions shown in Seller's plans, and in any sales brochure, are approximate and may change due to field conditions.

33. Construction Defects. The following disclosure is provided pursuant to Florida Statutes §558.005: **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.**

34. Termination for Casualty. In the event of a substantial casualty to the Unit, Seller may choose not to rebuild for a variety of reasons including, but not limited to, the inability of the Unit to be rebuilt for the original construction price. If Seller chooses not to rebuild, Seller will notify Purchaser and return to Purchaser all money paid by Purchaser under this Agreement.

35. Waiver of Jury Trial. Seller and Purchaser agree that neither Seller, Purchaser nor any Assignee, successor, heir or legal representative of Purchaser or Seller (all of whom are hereinafter referred to as the "Parties") may seek a jury trial in any lawsuit, proceedings, counter claim, or any other litigation procedure based upon or arising out of this Agreement, the Condominium documents, any rules or regulations of the Condominium Association, or any instrument evidencing or relating to any of the foregoing, or any actions, dealings or relationship between or among the parties, or any of them. None of the parties will seek to consolidate any such action, in which a jury trial has been waived, with any other action in which a jury trial has not been waived. The provisions of this paragraph have been fully negotiated by the parties and are subject to no exceptions. Seller has in no way agreed that the provisions of this paragraph will not be fully enforced in all instances.

36. Time for Acceptance of Offer. If this Agreement is not executed by and delivered to all parties on or before _____, then this offer will be deemed withdrawn. A facsimile or electronic copy of this Agreement and any signatures hereon are considered for all purposes as originals.

37. Special Conditions. _____

38. Property Tax Disclosure Summary. **PURCHASER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE PURCHASER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO**

PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

[The rest of this page is intentionally blank; broker information and signature page follows.]

(signature page to Purchase Agreement)

Co-Broker Information: (See Section 28 above; if the space for Co-Broker's name below is left blank, it means that Seller has not agreed to pay any co-broker)

| | | | | |
|--------------------------|--|--|-------------|--|
| Co-Broker's Name: | | | License No. | |
| Co-Broker's Sales Agent: | | | License No. | |
| Co-Broker's Address: | | | | |
| Email Address: | | | | |
| Office Phone: | | | Facsimile: | |

ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO SELLER PRIOR TO CLOSING PURSUANT TO THIS PURCHASE AGREEMENT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE SELLER.

SELLER:

PRIMA LUCE, LLC, a Florida limited liability company

By: _____

Print Name: _____

Title: _____

Dated: _____

PURCHASER:

Print Name: _____

Dated: _____

Print Name: _____

Dated: _____

EXHIBITS
TO
PRIMA LUCE ON THE WATERFRONT, a Condominium
PURCHASE AGREEMENT

Exhibit A: Receipt for Condominium Documents

Exhibit B: Energy Rating Brochure

Exhibit C: Extras (if any)

EXHIBIT "A"

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 PRIMA LUCE ON THE WATERFRONT, A CONDOMINIUM

Address of Condominium 2627 & 2633 First Street, Fort Myers, FL 33901

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

| DOCUMENT | RECEIVED BY HARD COPY | RECEIVED BY ALTERNATIVE MEDIA |
|--|-----------------------|-------------------------------|
| Prospectus Text | | X |
| Declaration of Condominium | | X |
| Articles of Incorporation | | X |
| Bylaws | | X |
| Estimated Operating Budget | | X |
| Form of Agreement for Sale or Lease | | X |
| Rules & Regulations | | N/A |
| Covenants and Restrictions (Contained in Declaration) | | X |
| Ground Lease | | N/A |
| Management and Maintenance Contracts for More than One Year | | N/A |
| Renewable Management Contracts | | N/A |
| Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominium(s) | | N/A |
| Lease of Recreational and Other Facilities to be Used by Unit Owners with Other Condominiums | | N/A |
| Declaration of Servitude | | N/A |
| Sales Brochures | | X |
| Phase Development Description | | N/A |
| Form of Unit Lease if a Leasehold | | 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 |
| Frequently Asked Questions & Answer Sheet | | X |
| Financial Information | | N/A |
| State or Local Acceptance/Approval of Dock or Marina Facilities | | N/A |
| Evidence of Developer's Ownership, Leasehold or Contractual Interest in the Land Upon Which the Condominium is to be Developed | | X |
| Executed Escrow Agreement | | X |

DOCUMENT

RECEIVED
BY HARD
COPY

RECEIVED BY
ALTERNATIVE
MEDIA

Alternative Media Disclosure Statement
Plans and Specifications

X
Made available

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_____.

Signature of Purchaser

Signature of Purchaser

PRIMA LUCE, LLC

PRIMA LUCE ON THE WATERFRONT, A CONDOMINIUM

The undersigned acknowledge(s) receipt of the documents required to be delivered by PRIMA LUCE ON THE WATERFRONT, LLC, pursuant to Chapter 718, Florida Statutes, as more particularly listed in the “Receipt for Condominium Documents” (Exhibit “___” to the Prospectus). The undersigned acknowledge(s) that he/she/we have elected to receive such documents by alternative media.

You have the option of receiving the condominium documents by paper or electronically on a USB drive (“thumb drive”) or via Dropbox, in Adobe PDF form.

The purchaser(s) should not select alternative media as the means to receive documents unless the purchaser(s) will have the means to read the documents before the expiration of the 15-day cancellation period provided pursuant to Sec. 718.503, Florida Statutes.

The system requirements to view the documents electronically is as follows:

Operating System: Microsoft Windows XP Home, Professional, or Tablet PC Edition with Service Pack 2 or 3 (32 bit and 64 bit); Windows Server 2003 (with Service Pack 2 for 64 bit); or Windows Vista Home Basic, Home Premium, Business, Ultimate, or Enterprise with or without Service Pack 1 (32 bit and 64 bit)

Printer Requirements: Any Printer.

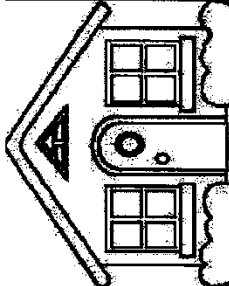
Acknowledgement of receipt of documents and this Alternative Media Disclosure Statement is made by the undersigned.

Purchaser Date

Purchaser Date

EXHIBIT "B" ENERGY RATING BROCHURE

Thinking About Buying a Home?



Get An EnergyGauge® Rating!

Consider the Benefits:

- More Home for Less Money
- Improved Mortgage Options
- Enhanced Indoor Comfort
- Superior Energy-Efficiency
- More Environmental Sustainability
- Tested Quality Construction
- Greater Resale Value

Who does Energy Ratings?

It is important to note that only State Certified Raters are allowed to perform ratings. These Raters have undergone rigorous training programs and have passed the required challenge exams. They are also required to undergo continuing education classes and further exams to keep their certifications current. An on-going quality control program also watches over their Ratings and their work. All their Ratings are submitted to a central Registry that checks them for accuracy and compiles generic building data.

Energy Ratings in Florida

The Florida Building Energy-Efficiency Rating Act (Florida Statute 553.990) was passed by the State Legislature in 1993 and amended in 1994. It established a voluntary statewide energy-efficiency rating system for homes. The Rating System has been adopted by DCA rule 9B-60.



The Florida Energy Gauge Program
Florida's Building Energy Rating System
1679 Clearlake Road
Cocoa, Florida 32922-5703
321-638-1492

Fax: 321-638-1010
E-Mail: EnergyGauge@fsec.ucf.edu
Website: www.fsec.ucf.edu

F1-04

FSEC-EB-1

features can be added to the home to maximize cost-savings and comfort-improvement.

So how can a home energy rating help you reduce your energy use and save money?

That's easy. While the design and construction of your home and the efficiency of its appliances and equipment control the most significant portion of its energy use, occupant life style will still have a big effect on exactly how much energy gets used. Your comfort preferences and personal habits - the level at which you set the thermostat, whether or not you turn off lights and fans when leaving a room, how much natural ventilation you use, and other factors - all will affect your home's actual monthly energy use.

The Ratings program in Florida closely parallels national activities.

The U.S. Department of Energy has been working to set national standards for Home Energy Rating Systems, and Florida's system surpasses these standards. The Florida Building Energy Rating Guide provides a HERS score for the home. This national score enables homes to qualify for national mortgage financing options requiring a HERS score. This score is computed in accordance with proposed national guidelines, considering the heating, cooling, and hot water energy uses. HERS awards starts to the rating.

Tell your Realtor or builder that you want to get the home rated before you buy it.

They can give you the names of Raters in your area. Additional information on the program is available from the Energy Gauge Program Office at 321-638-1492, or visit our website at www.fsec.ucf.edu.

You're already familiar with the miles-per-gallon stickers on new automobiles, and the yellow EnergyGuide labels on home appliances. Shoppers use this information to figure out how much that car or appliance is really going to cost them. This information gives the buyer a good estimate of what it will cost to operate that car or use that appliance, over and above the purchase price. A car or product that is cheaper to buy can often be more expensive to operate, so this information can be very important to assure that you make the best purchase decision.

Here's how the Florida EnergyGauge program works.

After the rating, you'll get an easy-to-read form like the one on the inside page. The Rating Guide has a scale that allows you to compare the specific home you're looking at with the most efficient and the least-efficient homes of the same size with the same number of bedrooms available in your part of the state today. And in addition to this overall estimate of energy use and comparisons, you get a detailed breakdown on the energy costs of the home's air-conditioning, space heating, water heating, refrigerator, clothes dryer, cooking costs, lighting, pool pumping and other miscellaneous equipment.

One of the keys to the success of this program is the uniformity of ratings, made possible by the use of the EnergyGauge® software developed by the Florida Solar Energy Center. It has been specially designed to let Raters input the key data on the home and obtain accurate information for comparison purposes. A unique optimization feature even lets Raters determine what energy-efficiency

EXHIBIT "B" ENERGY RATING BROCHURE

homes might look similar, but one may be efficient and comfortable and the other an energy-guzzler with a very uncomfortable interior.

◆ Maybe most important of all, the national Home Energy Rating System (HERS) score on the energy rating can qualify you for a number of special mortgage programs that offer lower interest rates, lower closing costs, and other benefits. More and more lenders are coming into Florida with money-saving packages for buyers of energy-efficient homes.

Before buying your next home, hire a Certified Energy Rater to do a rating.

Your builder or Realtor can help you find a Certified Rater in your area. After the rating, you'll get an easy-to-understand Energy Guide that estimates how much it will cost to pay for energy used in that home, and will allow you to look at a number of separate areas of energy use throughout the house.

For many years, buyers have had home inspectors look over a home before making their purchase. This is a great way to find out about potential house problems before you make your purchase. Smart homebuyers around the country are now also asking for a home energy rating to look specifically at the energy-users in a home and determine their efficiency. Because energy costs can often equal house payments, the relatively small cost of a home energy rating can easily be offset by many years of lower energy payments.

DOE Codes & Standards, Inc. certifies Energy Raters who pass REC-3077. Certified Home Energy Raters, P.O. 30890

Projected Rating Based on Improvements
Field Performance Test Required for Rating Confirmation

FLORIDA BUILDING ENERGY RATING GUIDE

Best \$381

Worst \$2729

10 MBtu

30 MBtu

100 MBtu

Improve! 1989
HERS Home with three
airings at \$481

Costs: 1989
Central Air Conditioning
Crawl Space
Slightly Higher

Electric Rate
Cost: 10¢/kWh
Cost: 10¢/kWh
1.5¢/Gals. of Propane

As compared with other 1989 homes, look for bedroom increases without pool pumps.
This Improved Home Qualifies for EPA's Energy Star Label!

HERS Score: 73.5

Reference: 80

M. Certified
Sawtooth Rater

00000
T.D. Number

NOTE: This Home is a 1989 home with a central air conditioning system. The Home is a 1989 home with a central air conditioning system. The Home is a 1989 home with a central air conditioning system. The Home is a 1989 home with a central air conditioning system.

Congratulations on your decision to purchase a home.

As you know, there are a lot of factors to consider before signing on the dotted line. By now, you've probably checked out the location of the home you like the best. You know how much the seller wants, how many bedrooms there are, whether your dining room table will fit, where you'll park your car and lots of other important things.

But wait, there's still one more important thing you really ought to do.

You wouldn't buy a car without asking how many miles-per-gallon it gets, would you? So why would you even think of buying a house without knowing how much the power bills will be? That's why now is the perfect time to get an EnergyGauge® rating on the house.

Since 1994, there has been a voluntary statewide energy-efficiency rating system for homes in Florida, and prospective home-owners just like you all around the state are getting their homes rated before they make their purchase. There are several very important reasons why:

- ◆ Energy ratings give homebuyers a marketplace yardstick that measures the benefits of energy-efficiency improvements. You get detailed estimates of how much your energy use will cost.
- ◆ Energy ratings give you clear and specific information that lets you compare similar homes on their energy use. Two