Rapid Home Solutions, Inc.
Building Hope & Faith Through Homeownership

LIMITED TERM AGREEMENT (LTA)
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made by and between RAPID HOME SOLUTIONS, INC., a Florida Foreign Corporation "Seller"), and YOUR COMPANY HERE, a Kentucky corporation, its permitted assignees or nominees, and its/their successors or assigns (collectively, "Purchaser").

W I T N E S S E T H:

In consideration of the mutual promises hereinafter set forth, Seller and Purchaser mutually agree as follows:

1. **Purchase and Sale**. Seller agrees to sell and convey and the Purchaser agrees to purchase, those certain tracts and parcels of land more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Land"), upon which Seller agrees to construct two (2) single-family residential dwelling units (each, a "Unit", individually "Unit A" and "Unit B", and collectively, the "Units"), together with related amenities, which Units shall substantially conform to the renderings attached hereto and made a part of this Agreement as **Exhibit B**, and which Units shall be constructed in accordance with all applicable provisions of all applicable laws, codes, ordinances (collectively, "Laws") and the architectural and engineering plans and specifications attached hereto and made a part of this Agreement as **Exhibit D**, necessary for each Unit to comply with all Laws. The purchase and sale hereunder of the Land and Units shall include all right, title and interest of Seller in and to the following (collectively, the "Property"):

(a) All easements, rights of way, privileges, licenses, appurtenances and any other rights, privileges and benefits belonging to the owner of, or running with title to, or in any way related to, the Property;

(b) All land use or other consents, authorizations, variances, waivers, licenses, permits, approvals, development orders, or any other entitlements issued or granted by or from any governmental authority that applies specifically to the Property;

(c) All percolation, soil, topographical, traffic, engineering and environmental reports or studies in the possession or control of the Seller, and all riparian, littoral rights, title to submerged lands and other water rights related to or benefiting the Property; and

(d) The rights to use all utility mains, service laterals, hydrants, connections, hook-ups and valves located on, or adjacent to, and servicing or available to service the Property; and

(e) Any and all other agreements, contracts, covenants, variances and rights, benefits and privileges related to or benefiting the Property.

2. **Purchase Price**. The "turn-key" purchase price which includes the lot, the structure and all fees except new home impact fees and any special mitigation fees depending on specific lot requirements. The flat rate for the all-inclusive turn-key price for the 1196 square foot home on its lot is Eighty Thousand 00/100 Dollars ($80,000.00) plus the potential cost previously listed and pre-funded closing costs identified on **Exhibit C** attached hereto and made a part hereof (collectively, the "Purchase Price"), subject to the credits, prorations and adjustments herein provided, payable by cashier's check or by wire transfer of immediately available United States Dollars. Within seven (7) days of the Effective Date of this Agreement, Purchaser shall deposit the Purchase Price into the Florida Bar IOTA Trust Account of Kirwin Norris, P.A., a Florida professional association ("Escrow Agent"). The Purchase Price shall be held by Escrow Agent in a federally insured financial institution located in Orlando, Florida, and said Purchase Price shall be disbursed only in accordance with the terms of this Agreement. Under this agreement, The buyer is allowed to exercise an option to purchase 2 more identical units at the same rated listed above, plus Twenty Thousand Dollars ($20,000.00) each unit, provided an additional sales agreement for each subsequent unit is executed within 30 days of completion, marked by receipt of a certificate of occupancy of the previously purchased model.

THE PURCHASER/OWNER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10 PERCENT OF THE PURCHASE PRICE) DEPOSITED IN AN INTEREST-BEARING ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED IN WRITING BY THE PURCHASER/OWNER. The failure to waive the escrow requirement may result in an extra charge to Purchaser at the time of closing. The Seller shall be entitled to all interest accrued on the account.

- ☐ Purchaser/Owner hereby WAIVES the request for escrow of any portion of the deposit monies received.

- ☐ Purchaser/Owner hereby requests Seller to escrow all deposit monies received, up to 10% of the purchase price, to be held pursuant to Florida Statute 501.1375. In this event, Seller may borrow money in an amount equal to the funds held in escrow for construction purposes only, in which case any interest which the Seller pays on such loan shall be paid by Purchaser/Owner at time of closing, but the Purchaser/Owner shall be credited for any interest accrued on the escrow account. Any deposit monies received from Purchaser/Owner in excess of 10% of the purchase price, or for change orders, if any, shall not be held in escrow by Seller or be otherwise restricted.

3. **The Work**.

(a) Unless otherwise specifically noted, Seller agrees to provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary (collectively, the "Work") for the proper execution of this Agreement and the completion of the Units. Seller agrees to commence and prosecute construction of the Units with diligence and continuity, in a good and workmanlike manner, and in accordance with sound building and engineering practices, all applicable Laws and governmental requirements, **Exhibit B** to this Agreement, and the plans and specifications for the Units (the "Plans and Specifications") attached to this Agreement and made a part hereof as **Exhibit D**. Without limiting the generality of the foregoing, Seller agrees to complete the Work in accordance with the Construction Timeline set forth on **Exhibit E** to this Agreement.

(b) Seller agrees to keep Purchaser reasonably apprised of the progress of the Work by entry log on a shared document on Google Drive. Upon receipt of written notice that the Work is ready for final inspection and acceptance, Purchaser agrees to inspect the Work within seven (7) business days thereafter and note any punch list items.

4. **Selections; Change Orders**.

(a) Seller agrees to provide Purchaser with information to help Purchaser select allowance items, materials, and colors required during the construction process. All selections must be made within 10 days of a request by Seller. The Work includes standard materials, furnishings and finishes selected by Seller; provided, however, if Purchaser requests the installation of different materials, furnishings and finishes, and the cost(s) thereof (including the cost of installation) exceed(s) the per-unit cost allocated by Seller, the amount of the excess shall be paid by Purchaser within ten (7) days following written notice to Purchaser. The purchaser may, from time to time, order changes in the Work which will be authorized by a written Change Order. Owners shall pay the reasonable cost of any such changes including the overhead of 10% and profit of 7%. In the event Seller is required by the Purchaser to perform additional work for which the amount of compensation is not previously agreed upon, Seller shall prepare and submit to Purchaser a proposal describing the estimated quantities and cost involved. Seller shall keep accurate, detailed and itemized records of the costs of any such change and shall report such costs to Purchaser. Seller shall furnish to Purchaser all documents reasonably requested by Seller to evidence the expenditures incurred as a result of such change.

(b) The seller, using funds deposited into escrow by Purchaser in accordance with this Agreement, agrees to secure all building (and other) permits required to construct the Units in accordance with this Agreement, and pay all impact fees, utility connection fees, and similar costs. The permits, impact fees, utility connection fees and other similar costs shall be shall be determined after the Land is identified pursuant to this Agreement, and Purchaser agrees to deposit into escrow the funds necessary to pay the costs/fees required for the issuance of said permits.

5. **Construction Draws**. Seller shall be entitled to an initial draw against the Purchase Price in the amount of $10,000.00 per Unit. The initial draw all subsequent draws shall be disbursed in accordance with the Draw Schedule attached hereto and made a part hereof as **Exhibit F**. In connection with any request for advance against the Purchase Price, Seller shall provide to Purchaser (with copies to Escrow Agent) a Request for Advance in the form of **Exhibit F-1**, together with the applicable AIA Document G-702 and G-703, and related written certification by Seller's architect. If Escrow Agent receives the foregoing by 5:00 PM EST of the last calendar day of a month, Escrow Agent shall disburse funds in the amount(s) requested on the on the tenth (10th) day of the following month; provided, however, Purchaser may object (with specificity) to any disbursement by delivering written notice of objection to Escrow Agent on or before 5:00 PM, EST of the seventh (7th) day of the applicable month of disbursement. Upon receipt of Purchaser's written objection, Escrow Agent shall have no obligation to disburse any funds until such time as Purchaser and Seller provide joint instructions applicable to the disbursement(s) in question.

6. **Acceptance; Final Payment; Closing**. Seller agrees to keep Purchaser reasonably apprised of the progress of the Work via access to and updates shared on Google drive. Upon receipt of written notice that the Work is ready for final inspection and acceptance, Purchaser agrees to inspect the Work within seven (7) business days thereafter. When Seller obtains a certificate of occupancy (or its legal equivalent) for each Unit, Seller shall be entitled to submit a request for the final construction draw, which shall be disbursed pursuant to this Agreement, less an amount equal to the cost to complete any missing or unfinished punch list items. In connection with the final draw, Seller agrees to provide Purchaser with a Contractor's Final Affidavit stating that all subcontractors and suppliers have been paid or showing those unpaid and the amounts thereof. The amounts withheld for punch list items will be paid to Seller immediately upon completion of each of the punch list items. Within fifteen (15) days after completion of the punch list items, Seller and Purchaser shall have a closing (the "Closing") of this transaction, as per the terms of this Agreement.

7. **Title Insurance; Survey**. No later than fifteen (15) days before Closing (the "Title Evidence Deadline") Seller shall deliver to Purchaser an owner's title insurance commitment (the "Title Commitment") from a title insurance company licensed to do business in the State of Florida reasonably acceptable to Purchaser, together with legible copies of all documents or instruments referenced in the Title Commitment, showing Seller to be vested with fee simple title to the Property subject only to: (i) the exceptions for recorded instruments which do not render title unmarketable; and (ii) those matters which shall be discharged by Seller, at or before Closing, as hereafter set forth (collectively, (i) and (ii) shall be "Permitted Exceptions"). Marketable title shall be determined

according to the Title Standards adopted by authority of The Florida Bar and in accordance with applicable law, including, but not limited to the Marketable Record Title Act, ch. 712, Florida Statutes. After Closing, Seller shall deliver to Purchaser an owner's policy of title insurance. If Seller has an owner's policy of title insurance covering the Property, a copy shall be furnished to Purchaser and Closing Agent within 15 days after the Effective Date of this Agreement. The owner's title policy premium, title search and closing services (collectively,

8. "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Purchaser shall pay the premium for Purchaser's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing. On or before Title Evidence Deadline, Purchase may, at Purchaser's expense, have the Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Property, a copy shall be furnished to Purchaser and Escrow Agent within 15 days after the Effective Date of this Agreement.

9. **Closing Documents**. The Closing documents shall be provided by the parties as set forth below:

(a) At Closing Seller shall execute and/or deliver to Purchaser:

(i) A Special Warranty Deed, conveying to Purchaser good, marketable and insurable fee simple absolute title to the Property;

(ii) An affidavit in form reasonably acceptable to the title insurance company for the purpose of deleting from the Title Commitment at Closing all standard, printed exceptions except survey exception and for taxes not yet due and payable, and insuring the gap between the effective date of the Title Commitment and recordation of the deed to the Purchaser, attesting that no individual, entity or governmental body has any claim against the Property under the Florida Construction Lien Law, Ch. 713, Florida Statutes, for labor, services or materials furnished by or at the direction of Seller, to or for the benefit or improvement of the Property; that no individual, entity or governmental body is either in possession of the Property or has possessory interest in or claim to the Property except for permitted exceptions; that no improvements to the Property have been made by or at the direction of Seller for ninety (90) days immediately preceding the Closing Date (as hereafter defined) for which payment has not been made, and any other matters reasonably required by the title insurance company;

(iii) An assignment of any and all licenses or permits used or useable exclusively in connection with the Property, and originals of any such licenses or permits in the ownership, possession or control of Seller or its agents;

(iv) A certificate of non-foreign status in compliance with the Internal Revenue Code and the regulations promulgated thereunder, and Florida Department of Revenue Transfer of Interest in Florida Property (Form DR-219); and

(v) Such additional documents or instruments as may be required to effectuate the terms, conditions and provisions hereof and to carry out the intent of the parties hereto, or as may be reasonably required by the title insurance company, so as to be able to delete at Closing all of the requirements of Schedule B-Section 1 of the Title Commitment and all of the standard printed exceptions (other than the survey exception) from Schedule B-Section 2 of the Title Commitment, and to insure the gap between the effective date of the Title Commitment and the recording of the deed conveying title to the Property from Seller to Purchaser.

(b) Purchaser and Seller shall each execute and deliver a closing statement prepared by Seller in conformance with the terms of this Agreement.

10. **Closing; Closing Expenses; Prorations**.

(a) Except as otherwise provided herein, the closing of the title ("Closing") shall be consummated by the delivery to the Escrow Agent of all documents, approvals and other deliveries required hereunder on or before a date mutually agreed upon by Purchaser and Seller (the "Closing Date").

(b) At Closing, Seller (using funds deposited into escrow by Purchaser pursuant to this Agreement) agrees to pay: Documentary stamp taxes and surtax (if any) on the special warranty deed; HOA/Condominium Association estoppel fees; owner's policy and charges; recording and other fees needed to cure title defects; title search charges; and a municipal lien search. At Closing, Purchaser shall pay: recording fees on the special warranty deed; Purchaser's inspections; (if required); Purchaser's attorneys' fees; lender's title policy and endorsements; all Property related insurance; and HOA/Condominium Association application/transfer fees, if any.

(c) The following items shall be adjusted, apportioned, and allowed as of the Closing Date:

(i) If, at the Closing Date, the Property or any part thereof, shall be or shall have been affected by any certified, confirmed, and ratified special assessment liens, such liens shall be paid and discharged by Seller. Pending special assessment liens shall be assumed by Purchaser; provided, however, it is understood and agreed that nothing in this subparagraph shall require Purchaser to assume any construction or other liens for labor, services or materials furnished to or upon, or for the benefit or improvement of, the Property under the Florida Construction Lien Law, Ch. 713, Florida Statutes, all of which liens shall be paid and discharged by Seller.

(ii) If the Closing shall occur before the tax rate is fixed, the apportionment of taxes shall be based upon the real estate taxes for the previous year. In such event, the parties agree to make an appropriate adjustment upon the issuance of the actual statement for the taxable year. Thus, if at the time of Closing, the 2016 tax has not been finally determined, Seller or Purchaser, as the case may be, agree to pay any balance later found to be due on the re-proration of the actual 2016 taxes within thirty (30) days of the determination thereof;

(d) The provisions of this Paragraph 10 shall survive the Closing.

11. **Default**. In the event Purchaser fails to perform its obligations hereunder and such failure is through no fault or failure of Seller to comply with its obligations hereunder, Seller may, as its sole, exclusive and absolute remedy, terminate this Agreement and retain, as full and completed agreed upon liquidated damages, the Purchase Price, together with any interest earned thereon. If Seller refuses to close, despite its obligation to close hereunder, or if any of the representations, warranties and covenants of Seller shall at any time on or before Closing be found to be false in any material respect, Purchaser may:

(a) Terminate this Agreement and obtain the return of the Purchase Price and full reimbursement for Purchaser's actual third-party costs and expenses incurred in connection with this Agreement within thirty (30) days of Seller's receipt of written demand; or

(b) The purchaser may seek specific performance of Seller's obligations hereunder.

12. **Notices**. All notices, consents, approvals, waivers and elections which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficiently made or given only when delivered in person, or sent by facsimile with the original simultaneously sent by U.S. First Class Mail to:

(a) To Purchaser, to the attention to YOUR NAME HERE of **YOUR COMPANY HERE, YOUR ADDRESS HERE**. Phone **000-000-0000**; Email sunny@YOUR COMPANY HERE.com

(b) To Seller, to the attention of Steve Diaz, at 5000 Woodfield Road Placida FL 33946; Phone: (407) 334-4752, with a copy to Douglas W. Ackerman, Esq., at Kirwin Norris, P.A., 15 W. Church Street, Suite 301, Orlando, Florida 32801 (Fax: 407-740-6363);

(c) To Escrow Agent at Kirwin Norris, P.A., 15 W. Church Street, Suite 301, Orlando, Florida 32801; Attention: Michael J. Kirwin, Esq. (Fax: 407-740-6363);

(d) Or to such other address as any party hereto shall designate by like notice given to the other parties hereto.

Notices, consents, approvals, waivers and elections given or made as aforesaid shall be deemed to have been dated, given and received (i) on the date of actual receipt if transmitted by overnight courier, hand delivery, or U.S. Mail, return receipt requested, if a signed receipt is obtained; (ii) on the date of transmission, if transmitted by facsimile and confirmation of successful transmission is provided by such facsimile; or (iii) three (3) days after transmittal by regular U.S. Mail.

13. **Disputes**. Should any dispute arise relative to the performance of this Agreement that the parties cannot satisfactorily resolve, then the parties agree that the dispute shall be resolved by binding arbitration conducted by the American Arbitration Association. The party demanding arbitration shall give written notice to the opposite party and the American Arbitration Association promptly after the matter in dispute arises. In no event, however, shall a written notice of demand for arbitration be given after the date on which a legal action concerning the matter in dispute would be barred by the appropriate statute of limitations.

14. **Assignment**. Purchaser shall be entitled to assign Purchaser's rights and obligations under this Agreement to any other related entity owned by, controlled by, under common control, or affiliated with, Purchaser, but Purchaser shall remain liable for all obligations of the Purchaser hereunder.

15. **Disclosures**.

(a) Pursuant to Florida Statutes Section 404.056(8), Seller hereby makes, and Purchaser hereby acknowledges, the following notification:

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 department.

(b) Permits Disclosure. Except as may have been disclosed by Seller to Purchaser in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.

(c) Mold. Mold is naturally occurring and may cause health risks or damage to property. If Purchaser is concerned or desires additional information regarding mold, Purchaser should contact an appropriate professional.

(d) Flood Zone; Elevation Certification. Purchaser is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Purchaser's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Purchaser may terminate this Contract by delivering written notice to Seller within twenty (20) days after Effective Date, and Purchaser shall be refunded the Deposit thereby releasing Purchaser and Seller from all further obligations under this Contract, failing which Purchaser accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

(e) Energy Brochure. Purchaser acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, Florida Statutes.

(f) Lead-Based Paint. If the Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) Homeowners' Association/Community Disclosure. **PURCHASER SHOULD NOT EXECUTE THIS CONTRACT UNTIL PURCHASER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) 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.**

(i) FIRPTA Tax Withholding. Seller shall inform Purchaser in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Purchaser and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Purchaser, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Purchaser and Closing Agent that no withholding is required. Purchaser and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) Seller Disclosure. The seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Purchaser. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

16. **Escrow Agent**.

(a) Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement. Escrow Agent shall not be deemed to have any implied duties or obligations under or related to this Agreement. Escrow Agent shall not be responsible for (i) any interest that may accrue on deposited funds, or that could accrue if Escrow Agent received IRS Form W-9 from any beneficiary; (ii) any failure on the part of a financial institution; (iii) the unavailability of FDIC insurance on all or any portion of the Purchase Price; or (d) any other matters beyond the direct and exclusive control of Escrow Agent.

(b) Escrow Agent may (i) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; (ii) assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and (iii) assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing any instrument; Escrow Agent's duties under this Agreement are and shall be limited to those duties specifically provided in this Agreement.

(c) The parties to this Agreement hereby agree to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or other expenses, fees, or charges of any character or nature, including attorneys' fees and costs, which it may incur or with which it may be threatened by reason of its action as Escrow Agent under this Agreement, except for such matters which are the result of Escrow Agent's gross negligence or willful malfeasance.

(d) If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or about the propriety of any action contemplated by Escrow Agent, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement; upon filing such action, Escrow Agent shall be released from all obligations under this Agreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees, including those for appellate matters and for paralegals and similar persons, incurred in its capacity as escrow agent in connection with any such interpleader action; Escrow Agent may represent itself in any such interpleader action and charge its usual and customary legal fees for such representation, and the court shall award such attorneys' fees, including those for appellate matters and for paralegals and similar persons, to Escrow Agent from the losing party. Escrow Agent shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

(e) Escrow Agent may resign upon five (5) days' written notice to Seller and Purchaser. If a successor escrow agent is not appointed jointly by Seller and Purchaser within the five (5) day period, Escrow Agent may petition a court of competent jurisdiction to name a successor.

(f) Purchaser acknowledges and agrees that the Escrow Agent is the law firm representing the Purchaser with regard to this Agreement and the transaction which is the subject hereof, and hereby waives any claim against Escrow Agent based upon a conflict of interest as a result of Escrow Agent serving in such dual capacities, excluding only actions by Escrow Agent constituting knowing and intentional misconduct. Seller further agrees that Escrow Agent shall be permitted to represent Purchaser in all aspects of this Agreement and the subject transaction, including, without limitation, any dispute with respect thereto.

(g) The provisions of this section shall survive the Closing and also the cancellation of this Agreement.

17. **General Provisions**. The following general terms and conditions apply to this Agreement:

(a) Singular/Plural – Masculine/Feminine. Words used herein in the singular shall include the plural and words in the masculine/feminine/neuter gender shall include words in the masculine/feminine/neuter where the text of this Agreement requires.

(b) Titles. Headings in this Agreement are for convenience only.

(c) Authority. Each of Purchaser and Seller represents and warrants that it is duly formed and in good standing, and has full corporate or partnership power and authority, as the case may be, to enter into this Agreement and has taken all corporate or partnership action, as the case may be, necessary to carry out the transaction contemplated herein, so that when executed, this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms. Each of Seller and Purchaser shall provide corporate resolutions or other proof in form(s) reasonably acceptable to the other and/or Escrow Agent (as applicable), authorizing the execution of this Agreement and Closing documents, as necessary. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, Seller hereby represents and warrants to Purchaser that its DBPR Florida Building Commission Organization Number is PDM10302 and, pending Third Party Agency Approval, Seller is an approved Modular Unit Manufacturer with FBC Organization Number MFT10412.

(d) Successors. The terms, covenants, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns, except as herein limited.

(e) Choice of Law; Venue. This Agreement shall be interpreted according to the laws of the State of Florida. The exclusive jurisdiction for any and all legal actions pertaining to this Agreement shall be the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida.

(f) Effective Date. When fully executed, the date of last executed by Seller or Purchaser shall be deemed to be the "Effective Date" of this Agreement.

(g) Time of the Essence. Time is of the essence in the performance of all obligations of Seller and Purchaser under this Agreement.

(h) Prohibition on Recording. Neither this Agreement nor any memorandum or summary thereof shall be filed or placed of record among the Public Records of Orange County or any other county of the State of Florida, or otherwise, under any circumstances without the prior written consent of Seller and Purchaser.

(i) Entire Agreement. This Agreement is the only agreement between the parties and comprises the entire agreement between them. This Agreement may not be changed, except in writing signed by the parties. No waiver of any rights or obligations hereunder shall be deemed to have occurred unless in writing signed by the party against whom such waiver is asserted and no waiver shall be deemed a waiver of any other or subsequent right or obligations.

(j) Time. Calendar days shall be used in computing time periods. Other than time for acceptance and Effective Date, any time periods provided for or dates specified in this Agreement, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. Sec. 6103) shall extend to 5:00 p.m. EST/EDT of the next business day.

(k) Attorneys' Fees and Costs. In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, at the appellate level, or in any bankruptcy proceeding. The prevailing party shall also be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due to it. The reasonable costs that the prevailing party shall be entitled to recover pursuant to this paragraph shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs), as well as costs not taxable thereunder. Such recoverable costs shall specifically include, but not be limited to, reasonable and actual (a) costs of investigation; (b) costs of copying documents and other materials, whether for discovery, filing with the court, internal review, or any other purpose; (c) costs for electronic discovery; (d) Westlaw, Lexis Nexis, or other electronic research service charges; (v) telephone charges;

(l) (vi) mailing, commercial delivery service, and courier charges; (vii) travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; (viii) information technology support charges; (ix) any and all consultant or expert witness fees, whether or not such fees are incurred in connection with a court-ordered report or testimony at a deposition, hearing, or trial; (x) court reporter and transcript fees, whether for deposition, trial, or an evidentiary or non-evidentiary hearing; (xi) mediator fees; and (xii) any other reasonable cost incurred by the prevailing party in connection with the dispute.

(m) For purposes of this Agreement, and unless otherwise conclusively determined by the court (or other finder of fact) in which the legal action or other proceeding is brought, the "prevailing party" shall be the party who successfully brings or defends the action, and as a result, receives a favorable judgment, verdict or award. This subparagraph shall expressly survive the Closing, and/or expiration or termination of this Agreement.

(n) Construction of Agreement. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against either Seller or Purchaser. Paragraph, subparagraph, section and subsection headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way defining, limiting, amplifying, construing, or describing the provisions hereof. The words "Seller" and "Purchaser", as herein used, shall include the plural as well as the singular. The neuter gender includes the masculine and feminine. In the event there is more than one person or entity executing this Agreement as Purchaser, the obligations to be performed and liability of all such persons and entities shall be joint and several. Seller and Purchaser agree that in the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained. Seller and Purchaser acknowledge that each has had had the opportunity to be represented by counsel in connection with the transactions contemplated herein and that this Agreement shall be interpreted according to its fair construction, and shall not be construed more or less favorably against the drafting party.

(o) Electronic Signatures Valid. This Agreement may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

(p) Anti-Terrorism. Neither Purchaser nor Seller, or any owner of an interest in Purchaser or Seller (other than, in the case of a corporation the shares of which are traded on a public exchange, any owners of interests in such corporation) is: (i) engaged in any money laundering scheme or activity in violation of the Patriot Act, or (ii) a Prohibited Person. For purposes of the foregoing: (1) the term "Patriot Act" shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended from time to time, and (2) the term "Prohibited Person" shall mean any person or entity: (A) listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism, or (B) that is named as a "specifically designated national (SDN)" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its website (http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf) or at any replacement website or other replacement official publication of such list.

(q) Waiver of Jury Trial. Seller and Purchaser, to the maximum extent permitted by law, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Agreement against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of Seller and Purchaser, Purchaser's use or occupancy of the Property, or any other claims, and any emergency statutory or any other statutory remedy. The foregoing waiver is made knowingly and voluntarily and upon the advice of competent counsel.

(r) Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

(s) No Waiver. The failure of a party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

(t) Counterparts. This Agreement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

(u) No Partnership. None of the terms and provisions of this Agreement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any terms or provisions of this Agreement cause them to be considered joint ventures or members of any joint enterprise.

Brokers. Each of Purchaser and Seller represents and warrants to the other that it has not dealt with any broker in connection with the sale of the Property, and that no other broker, finder or similar person or entity procured or negotiated this Agreement on its behalf. Each party shall indemnify, defend (with counsel reasonably acceptable to the other) and hold the other harmless from and against any and all claims and losses brought against, sustained or incurred by the other by reason of the representing party's breach of the foregoing representation and warranty.

18. **Like Kind Exchange**. Purchaser and Seller agree that either party may elect to structure the conveyance of the Property as an exchange pursuant to Section 1031 of the I.R.S. Code (the "Code"), provided that such party gives notice of such election to the other party at least ten (10) days prior to the Closing Date (as the same may be extended pursuant to this Agreement); provided, however, such election shall not independently serve to extend the Closing. If such an exchange is elected by such party (the "Electing Party"), the Electing Party and the other party may enter into an exchange agreement

acceptable to all parties. As an alternative, the Electing Party may elect to enter into an exchange agreement (or any other arrangement) with a third party to effect such exchange in accordance with Section 1031 of the Code. Neither party makes any representation or guarantees to the other that the transaction contemplated under this provision will result in any particular tax treatment to the other party, or will qualify as an exchange under Section 1031 of the Code. The Electing Party will assume all costs and expenses, including attorneys' fees, incurred in connection with such election to structure the transaction as an exchange in accordance with Section 1031 of the Code. In the event that Seller elects to assign any of its rights or interests under this Agreement to any deferred exchange company (or other entity) pursuant to any such exchange pursuant to Section 1031 of the Code, then Purchaser hereby covenants and agrees that it will not object to any subsequent re-assignment by such deferred exchange company (or other entity) to Seller of any (or any portion of) such rights and interests. The terms of this Section shall survive the Closing. Seller and Purchaser agree that, at the request of the Electing Party, each will execute such agreements and other documents as may be necessary, in the reasonable opinion of respective counsel for the parties, to complete and otherwise effectuate any exchange in accordance with Section 1031 of the Code. The Electing Party agrees that it will indemnify and hold the other party(ies) harmless in connection with any actual loss, cost or damages suffered by such other party concerning or arising out of such exchange or deferred exchange, which indemnification shall survive the Closing hereof.

Purchaser and Seller acknowledge and confirm that the terms and provisions of this Section shall apply to any "reverse exchange" made or undertaken by either party pursuant to I.R.S. Rev. Proc. 2000-37 (or any other term or provision of the Code or any regulations promulgated thereunder), as well as any other exchange made pursuant to Section 1031 of the Code.

19. **Construction Warranties**.

(a) Seller agrees to promptly make good, without cost to Purchaser, any and all defects due to faulty workmanship and/or materials which may appear within one (1) year from the date of completion and acceptance of the work by Purchaser.

(b) **THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY PROVIDED BY SELLER. IMPLIED WARRANTIES, INCLUDING (BUT NOT LIMITED TO) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, AND GOOD WORKMANSHIP ARE DISCLAIMED AND LIMITED TO THIS WARRANTY**.

Right to Cure. **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 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.

20. **Representations**. This Agreement constitutes the entire agreement between Seller and Purchaser, and supersedes all prior negotiations, representations, understandings and agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Seller and Purchaser. Purchaser acknowledges that Seller has made no guarantees, warranties, understandings, nor representations (nor have any been made by any representatives of Seller) that are not included in this Agreement and other contract documents (i) attached hereto, and/or (ii) expressly referenced and incorporated into the body of this Agreement.

21. **Marketing**. Prior to Closing, Seller shall have the right to place signs on or about the Property and to show the Units to other prospective clients and customers.

22. **Florida Construction Lien Law Warning**. Purchaser hereby acknowledges receipt of the Florida Construction Lien Law Warning attached to this Agreement as **Exhibit G**.

CONSTRUCTION INDUSTRIES RECOVERY FUND

PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE-LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD
1940 N. Monroe St., Tallahassee, FL 32399-1039 (850) 487-1395

*** Signature Page and Exhibits Follow ***

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed and sealed by their duly authorized representatives, all as of the respective dates written below.

SELLER:

RAPID HOME SOLUTIONS, INC., a Florida
foreign corporation

By:_____
Name: Steve Diaz
Its: President and CEO
Date: Thursday, August 18, 2016

PURCHASER:

YOUR COMPANY HERE, a Kentucky
Corporation

By:_____
Name: _____
Its: _____
Date:_____

LIST OF EXHIBITS

Exhibit A – Legal Description of Land
Exhibit B – Rendering of Units
Exhibit C – Pre-Funded Closing Costs
Exhibit D – Plans and Specifications
Exhibit E – Construction Timeline
Exhibit F – Draw Schedule
Exhibit F-1 – Request for Advance
Exhibit G – Florida Construction Lien Law Warning
Exhibit H – RHS Florida State Contractor License

Exhibit A

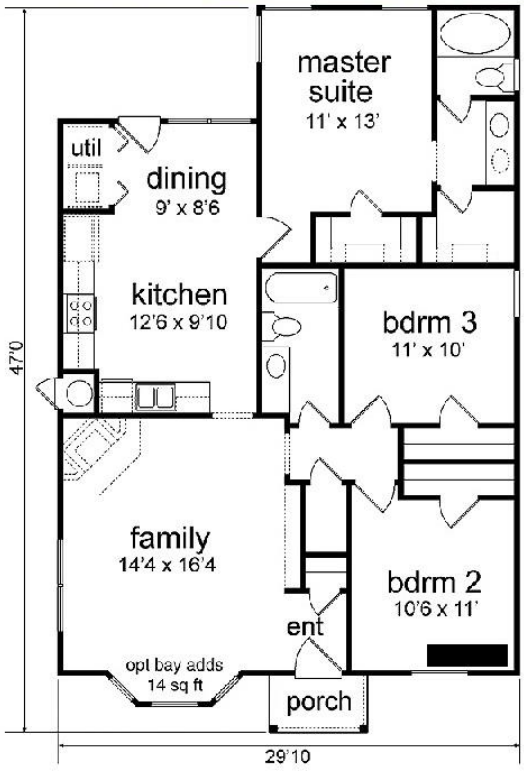
Legal Description of Land

Promptly following the full execution of the Agreement, Purchaser and Seller agree to work together in good faith to identify and approve the Land, the legal description(s) of which shall be inserted below. The cost of each lot shall not exceed Ten Thousand and 00/100 Dollars ($10,000.00) without Purchaser's prior written consent.

Exhibit B

Rendering of optional units for the buyer to select from

Model 1196 A



Model 1196 B

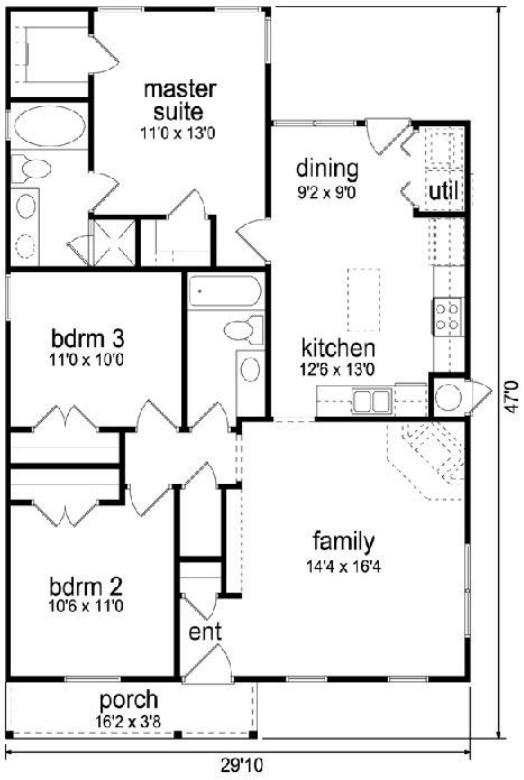


Exhibit C

Pre-Funded Closing Costs
(Cost allocated on a per Unit basis, as applicable)

The following costs are in addition to, and not included in the Purchase Price set forth in Section 2 of the Agreement to which this **Exhibit C** is attached: These estimates are for explanatory purposes only and are not subject to additional cost to the buyer or refund from the seller.

1. Legal Fees
    a. Administration costs
    b. Contract costs
    c. Closing costs
2. Real Estate closing costs (Title Insurance, Documentary Stamp Taxes, Recording, etc.)
3. Construction/Architect Plans ($1,150.00*)
4. Construction permits
5. Any applicable new home impact fees
6. Required site surveys, topography and wet land determinations ($2,500.00 – $3,500.00*)
7. County/City utility hook-up/connection fees – if public water & sewage utilities available.
8. Septic system and water well system – if public utilities are NOT available ($3,000.00 – $5,000.00* per lot)
9. Any and all local or state government applicable fees/service fees and/or taxes
10. Any and all other known/unknown/unidentified, cost/fees/taxes associated with the construction of the unit/units on the specified real estate property A thru Z, other than the cost of the physical structure of the unit/units and its associated foundation.

* These costs are estimates only and will be fixed after the Land is identified in accordance with the Agreement.

Exhibit D

Plans and Specifications

Full plans will be made available after execution of the Agreement, the floor plans, elevation rendering and specs will be included upon selection of the lot for each Unit and completion of the drafts.

Exhibit E

Construction Timeline

Unless where otherwise noted or due to circumstances beyond the control of the seller the timeline for construction of the Units is projected to be as follows:

1. Permits
    a. application submission
        i. within seven (7) days following Purchaser's approval of the Unit plans and specifications
        ii. County/City government construction/ building permit department (2-4 weeks* estimated per county web-site projections)
2. Commencement of Construction (time periods commence upon receipt of all necessary government approvals/permits)
    a. **Site preparation:** 3-5 days
        i. government inspections: within 24 hours* after Seller's request
        ii. Septic: 7 days
            1. government inspection: 24 hours* after Seller's request
        iii. Water Well
            1. government inspection: 24 hours* after Seller's request
    b. **Slab and Underground utility (in slab):** 3 weeks
        i. government inspections: 24 hours* after Seller's request
            1. excavation
            2. forming
            3. pour
            4. cure
    c. **Wall Panel construction (interior & exterior):** 8 weeks
        i. government inspections: 24 hours* after Seller's request
            1. frame
            2. dry in
            3. rough utility
            4. final utility
    d. **Erection, Roof and trim-out:** 4 weeks
        i. government inspections: 24 hours* after Seller's request
            1. truss lay
            2. dry in
            3. final
    e. **Final:** 2-4 weeks
        i. government inspections: 24 hours* after Seller's request
            1. Final inspection
            2. Certificate of occupancy

**** Time periods outside of Seller's control – estimated time periods only***

Exhibit F

Draw Schedule and Use of Funds

Initial Draw: $10,000.00
Land acquisition: Up to $10,000.00 included with flat rate of this contract
Site preparation, slab and slab utilities: $25,000.00
Wall Panel construction (interior & exterior) $30,000.00
Erection, Roof and trim-out $10,000.00
Final: Balance of funds in escrow

Exhibit F-1

Form of Request for Advance

[DATE]

Kirwin Norris, P.A.
15 W. Church Street, Suite 301
Orlando, Florida 32801
Attention: Michael J. Kirwin, Esq.

The undersigned hereby requests that Escrow Agent disburse $_____, in accordance with that certain Draw Schedule attached to the Purchase and Sale Agreement dated _____, 2016 ("Agreement") between RAPID HOME SOLUTIONS, INC., a _____ corporation (Contractor's License No._____) ("Seller"), and YOUR COMPANY HERE, a Kentucky corporation, its permitted assignees or nominees, and its/their successors or assigns (collectively, "Purchaser").

The undersigned hereby authorizes Kirwin Norris, P.A., a Florida professional association to disburse the proceeds of the advance in accordance with the Agreement and this request.

Dated this _____ day of _____, 2016.

SELLER:

RAPID HOME SOLUTIONS, INC., a _____ corporation

By: _____
Name: _____
Title: _____

cc: YOUR COMPANY HERE

Exhibit G

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001- 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.