

**CG VILLAS BUILDING I,
PURCHASE AGREEMENT**

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

In this Agreement, the term "Purchaser" or "Buyer" means or refers to the Purchaser or Purchasers listed below who have signed this Agreement. The word "Seller" means or refers to ChampionsGate Condo I, LP, a Delaware limited partnership.

If the first letter of a word is capitalized in this Agreement, that word will have the meaning given to it in this Agreement or in the Declaration (as defined in paragraph 1 of this Agreement).

Buyer(s): _____

Address: _____

City: _____ State: _____

Country: _____ Zip Code: _____

Home Phone: _____ Office Phone: _____

Tax I.D. No.: _____ Fax No. _____

E-mail: _____ Cellular No. _____

1. Purchase and Sale. Purchaser agrees to buy, and Seller agrees to sell (on the terms and conditions contained in this Agreement), Unit _____ (the "Unit") in the proposed **CG VILLAS BUILDING I**, (the "Condominium"). The Unit is being sold furnished. The furnishings being sold with the Unit are set forth on Schedule "A" attached hereto and by this reference incorporated herein. The Unit and the Condominium are described in greater detail in the proposed Declaration of Condominium (the "Declaration"), the Prospectus and attached exhibits (the "Condominium Documents"). Buyer acknowledges receipt of the Condominium Documents and all documents required by Section 718.503, Florida Statutes, to be furnished by a developer to a buyer, on or before the date of this Agreement. The foregoing statement shall not, however, be in lieu of the execution of a Receipt for Condominium Documents.

2. Payment of the Purchase Price. The total purchase price (“Purchase Price”) for the Unit is \$_____. Purchaser agrees to make payments towards the Purchase Price as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
Initial Deposit	Upon execution of Agreement	\$ _____
Additional Deposit	Within 15 days - ____% of Purchase Price less Initial Deposit	\$ _____
Balance	At Closing	\$ _____
Total Purchase Price		\$ _____

Deposits and the balance due at closing must be paid by bank cashier’s check or by wire transfer of federal funds. All payments must be made in United States funds and all checks must be payable on a bank located in the continental United States. If Purchaser fails to pay any deposit on time, and Seller agrees to accept it on a later date (which Seller is not obligated to do), Purchaser will pay a late funding charge equal to interest on such deposit at the then applicable highest lawful rate from the date due until the date received and cleared by Seller.

Purchaser also agrees to pay all closing costs and other sums required to be paid by Purchaser in this Agreement. These charges are subject to change as provided in paragraph 11 of this Agreement and are explained in more detail in that paragraph, as are other closing costs which cannot be computed at this time.

3. How Purchaser Pays. Purchaser understands and agrees that Purchaser will be obligated to pay “all cash” at closing. This Agreement and Purchaser’s obligations under this Agreement to purchase the Unit will not depend on whether or not Purchaser qualifies 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 such lender, if, but only if, such lender meets the Seller’s closing schedule and pays Seller the proceeds of its mortgage at closing. Notwithstanding any cooperation provided by Seller, nothing herein shall be deemed to qualify or otherwise condition Purchaser’s obligation to close “all Cash” on the purchase of the Unit.

Although Seller does not have 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, or to accept a portion of the sums due at closing in the form of a personal check, Purchaser agrees to pay Seller a late funding charge equal to interest, at the then highest applicable lawful rate 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. In the event that lender does not pay Seller all proceeds at closing, Purchaser will not be

allowed to take possession of the Unit until Seller actually receives the funds and they have cleared. The foregoing paragraph will survive (continue to be effective) after closing.

4. Deposits. Except as permitted below, all of Purchaser's deposits will be held in escrow by Lowndes, Drosdick, Doster, Kantor & Reed, PA in interest bearing accounts, with offices at 215 N. Eola Drive, Orlando, Florida 32801, in accordance with the escrow agreement contained in the Condominium Documents. The escrow agreement is incorporated into this Agreement as if repeated at length here, and Purchaser agrees that the deposits may be held in any depository institution which meets the requirements of the Act, including, without limitation, a financial institution chartered and located out of the State of Florida.

If Purchaser so requests, Purchaser may obtain a receipt for Purchaser's deposits from the escrow agent. Seller may change escrow agents (as long as the new escrow agent is authorized to be an escrow agent under applicable Florida law), in which case Purchaser's deposits (and any interest actually earned on them) may be transferred to the new escrow agent at Seller's direction. At closing, all deposits not previously disbursed to Seller will be released to Seller. Except where expressly provided herein to the contrary or otherwise required by law, all interest earned on Purchaser's deposits shall accrue solely to the benefit of Purchaser, and shall be credited against the purchase price of the Unit. No interest will be assumed to be earned, unless in fact said sums are invested in an interest bearing account and do in fact earn interest.

5. Seller's Financing. Seller may borrow money from lenders for the acquisition, development and/or construction 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 that time, Seller shall cause the then applicable mortgages to be released as an encumbrance against the Unit 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 or the Condominium. 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 even if those mortgages (or modifications) are made or recorded after the date of this Agreement.

6. Insulation; Energy Efficiency. Seller has advised Purchaser, as required by the rules of the Federal Trade Commission, that it intends, currently, to install in connection with the Unit, the following insulation: (a) Acoustical Sound Attenuation Blankets with an R-value of ___ in the party walls; (b) insulation with an R-value of _____ in the roof; and (c) insulation with an R-value of _____ over the non-conditioned areas of the floor slabs. This R-value information is based solely on the information given by the appropriate manufacturers and Purchaser agrees that Seller is not responsible for the manufacturer's errors.

To the extent required by applicable law, each purchaser may have the Condominium building's energy efficiency rating determined. Purchaser also acknowledges receipt of the information brochure prepared by the Department of Community Affairs regarding energy efficiency ratings.

All insulation and energy efficiency rating information is subject to Seller's rights, under this Agreement, to make changes in Seller's Plans and Specifications, and to limit Seller's liability to Purchaser.

7. Completion Date. Seller estimates that the construction of the Unit in the manner specified in this Agreement will be substantially complete by December 31, 2005, subject, however, only to delays caused by matters which are legally recognized as defenses to contract actions in the jurisdiction where the building is being erected.

8. Inspection Prior to Closing. Purchaser will be given an opportunity prior to closing, on the date and at the time scheduled by Seller, to inspect the Unit with Seller's representative. At that time, Purchaser will sign an inspection statement listing any defects in workmanship or materials (only within the boundaries of the Unit, itself) which Purchaser discovers. If any item listed is actually defective in workmanship or materials in Seller's opinion (keeping in mind the construction standards applicable in Osceola County, Florida for similar property), Seller will be obligated to correct those defects at its cost within sixty (60) days after closing, but Seller's obligation to correct will not be grounds for deferring the closing, nor for imposing any condition on closing. **No escrows or holdbacks of closing funds will be permitted.** If Purchaser fails to take advantage of the right to pre-closing inspection on the date and time scheduled, Seller will not be obligated to reschedule an inspection prior to closing.

Purchaser acknowledges that all matters pertaining to the initial construction of the Unit will be handled by Seller and Seller's representatives. Purchaser agrees not to interfere with or interrupt any workmen at the site of the Unit. No personal inspections (other than the one pre-closing inspection) will be permitted.

Purchaser can examine Seller's Plans and Specifications at Seller's business office, located on site during regular business hours by making an appointment to do so in advance.

9. Closing Date. Purchaser understands that Seller has the right to schedule the date, time and place for closing. Closing does not have to be scheduled on or about December 31, 2005.

Before Seller can require Purchaser to close, however, two things must be done:

- (a) Seller must record the Declaration and related documents in the Osceola County public records; and
- (b) Seller must obtain a temporary (or permanent) certificate of occupancy for or covering the Unit from the proper governmental agency (a certificate of occupancy is the official approval needed before a unit may be lived in), but, subject and subordinate to the provisions of paragraphs 8 and 27 of this Agreement (without limiting the generality of those provisions by this specific reference), the Common Elements and other portions of the Condominium Property need not then have certificates of occupancy, nor be completed.

Purchaser will be given at least thirty (30) days' notice of the date, time and place of closing. Seller is authorized to postpone the closing for any reason and Purchaser will close on

the new date, time and place specified in a notice of postponement (as long as at least 3 days notice of the new date, time and place is given). A change of time or place of closing only (one not involving a change of date) will not require any additional notice period. Any formal notice of closing, postponement or rescheduling may be given orally, by telephone, telegraph, telex, telecopy, mail or other reasonable means of communication at Seller's option. All of these notices will be sent or directed to the address, or given by use of the information specified on Page 1 of this Agreement unless Seller has received written notice from Purchaser of any change prior to the date the notice is given. These notices will be effective on the date given or mailed (as applicable). An affidavit of one of Seller's employees or agents stating that this notice was given or mailed will be conclusive.

If Purchaser fails to receive any of these notices because Purchaser failed to advise Seller of any change of address or phone, telecopy or telex number, because Purchaser has failed to pick up a letter when he has been advised of an attempted delivery or because of any other reason, Purchaser will not be relieved of his obligation to close on the scheduled date unless Seller agrees in writing to postpone the scheduled date.

If Seller agrees in writing to reschedule closing at Purchaser's request, or if Purchaser is a corporation and Purchaser fails to produce the necessary corporate papers Seller requests and as a result, closing is delayed, or if closing is delayed for any other reason (except for a delay desired, requested or caused by Seller), Purchaser agrees to pay at closing a late funding charge equal to interest, at the then highest applicable lawful rate, on that portion of the purchase price not then paid to Seller (and cleared), from the date Seller originally scheduled closing to the date of actual closing. All prorations will be made as of the originally scheduled date. Purchaser understands that Seller is not required to reschedule or to permit a delay in closing.

10. Closing. The term "closing" refers to the time when Seller delivers the deed to the Unit to Buyer and ownership changes hands. Buyer's ownership is referred to as "title". Seller promises that the title Buyer will receive at closing will be good, marketable and insurable (subject to the permitted exceptions listed or referred to below). Notwithstanding that Buyer is obligated to pay "all-cash" hereunder, in the event that Buyer obtains a loan for any portion of the Purchase Price, Buyer shall have the right to obtain a title insurance commitment and policy for the Unit from its own sources rather than to receive same from Seller, or Buyer may elect to have Seller's closing agent issue the title insurance commitment and policy, in accordance with terms set forth in Section 11 below.

In the event that Buyer elects to obtain a title insurance commitment and policy for the Unit from its own sources rather than to receive same from Seller, (i) Buyer shall provide Seller with written notice of same five (5) business days prior to the originally scheduled closing date, (ii) Seller shall have no obligation to provide a title insurance commitment or policy, or any other evidence of title to Buyer and (iii) Buyer shall, no later than five (5) business days prior to closing (the "Objection Deadline"), notify Seller in writing if title is not in the condition required by this Agreement and specify in detail any defect (i.e., any matters which make title other than in the condition pursuant to which same is required to be conveyed to Buyer), provided that if Buyer fails to give Seller written notice of defect(s) before the expiration of the Objection Deadline, the defects shall, anything in this Agreement notwithstanding, be deemed to be waived as title objections to closing this transaction and Seller shall be under no obligation whatsoever

to take any corrective action with respect to same, and title to the Unit shall be conveyed subject to same.

Purchaser will receive two (2) documents at closing which Purchaser agrees to accept as proof that Purchaser's title is as represented above:

(a) A written commitment from a title insurance company licensed in Florida agreeing to issue a policy insuring title or the policy itself. This commitment (or policy) will list any exceptions to title. Permitted exceptions (exceptions which Purchaser agrees to take title subject to) are:

- (i) Liability for all taxes or assessments affecting the Unit starting the year Purchaser receives title and continuing thereafter;
- (ii) All laws, and all restrictions, covenants, conditions, limitations, agreements, reservations and easements recorded in the public records. For example, zoning restrictions, property use limitations and obligations, easements (rights-of-way) and agreements relating to telephone lines, water and sewer lines and other utilities;
- (iii) The restrictions, covenants, conditions, easements, terms and other provisions imposed by the documents contained or referred to in the Condominium Documents (and any other documents which Seller, in its sole discretion, believes to be necessary or appropriate) which are recorded, now or at any time after the date of this Agreement, in the public records;
- (iv) Pending governmental liens for public improvements as of closing (Seller will be responsible, however, for certified governmental liens for public improvements as of closing; provided, however, that to the extent that any such certified liens are payable in installments, Seller shall only be responsible for those installments due prior to closing, and Purchaser hereby assumes all installments coming due after closing);
- (v) All standard printed exceptions contained in an ALTA owner's title insurance policy issued in Osceola County, Florida; and
- (vi) Any matters not listed above as long as affirmative title insurance is given for these matters.

Purchaser understands, however, that no limitation on Purchaser's title prohibits construction of the Unit, nor the use of it as a residence, subject to the Condominium Documents.

(b) A Special Warranty Deed. At closing, Seller promises to give Purchaser a special warranty deed to the Unit. The special warranty deed will be subject to (that is, contain exceptions for) all of the matters described above and taxes as described below.

Purchaser will also receive at closing Seller's form of owner's ("no lien") affidavit and FIRPTA (non-foreign) affidavit. When Purchaser receives the special warranty deed at closing, Purchaser will sign a closing agreement and all papers that Seller deems necessary or appropriate.

If Seller cannot provide the quality of title described above, Seller will have a reasonable period of time (at least sixty (60) days) to correct any defects in title, but Seller is not obligated to do so. If Seller cannot or elects not to correct the title defects, Purchaser will have two options:

- (i) Purchaser can accept title in the condition Seller offers it (with defects) and pay the full purchase price for the Unit with exceptions for such title matters to be contained in the special warranty deed for the Unit. Purchaser will not make any claims against Seller because of the defects; or
- (ii) Purchaser can cancel this Agreement and receive a full refund of Purchaser's deposits. Seller will be relieved of all obligations under this Agreement (and otherwise) when Seller refunds the deposits to Purchaser.

At the same time Purchaser receives the special warranty deed, Purchaser agrees to pay the balance of the purchase price and any additional amounts owed under this Agreement. Until all sums have been received and cleared, Seller will be entitled to a vendor's lien on the Unit (which Purchaser will grant to Seller in writing at closing at Seller's request or thereafter).

11. Closing Costs. Purchaser understands that, in addition to the purchase price for the Unit, Purchaser shall pay, when title is delivered to Purchaser at closing, all of those other fees or "closing costs" typically associated with the closing of a residential real estate transaction in Osceola County, Florida. These include:

(a) The costs of officially recording the deed, of documentary stamp taxes, of the premium for the owner's title insurance policy that Seller will cause to be issued for Purchaser, at the minimum promulgated risk rates promulgated by the Florida Insurance Commissioner, and of a closing fee charged by the agent conducting the closing.

(b) Loan fees, closing costs, lenders attorney's fees, closing agent charges, 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.

(c) A working capital contribution in an amount equal to twice the monthly maintenance charge owed to the Condominium Association which charge is payable directly to the Association to provide it with initial capital and which is not a prepayment of assessments and will not be credited against regular assessments. These charges may change, however, if the applicable monthly assessments change prior to closing (see paragraph 17).

(d) A reimbursement to Seller for any utility, cable or interactive communication deposits or hook-up fees which Seller may have advanced prior to closing for the Unit. The amount of this charge is now unknown.

(e) Any charge for any options or upgrading of standard items included, or to be included, in the Unit as agreed to in writing by both Purchaser and Seller.

(f) Reimbursement to Seller, and/or Seller's closing agents, for charges incurred in connection with coordinating closing with Purchaser and/or Purchaser's lender, including, without limitation, charges for messenger expenses, long distance telephone calls, photocopying expenses, telecopying charges and others. The amount of these charges is now unknown.

(g) The late funding charges provided for elsewhere in this Agreement. The amount of any such charges is now unknown.

Current expenses of the Unit (for example, taxes and governmental assessments and current monthly assessments payable to the Association) will be prorated between Purchaser and Seller as of the date of closing. Additionally, at closing, Purchaser shall be obligated to prepay the next month's maintenance assessment to the Association. If taxes for the year of closing are assessed on the Condominium as a whole, Purchaser shall pay Seller, at closing, the Unit's allocable share of those taxes (as estimated by Seller and subject to re-proration 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. If taxes for the year of closing are assessed on a unit-by-unit basis, Purchaser and Seller shall prorate taxes as of the closing date based upon the actual tax bill, if available, or an estimate by Seller, 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 shall be subject to re-proration upon request of either party. This subparagraph shall survive (continue to be effective) after closing.

12. Adjustments with the Association. Purchaser understands that Seller may 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 fee, 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. No initial contributions of purchasers to the Condominium Association may be used for such purposes, however, as long as any guaranty by Seller of such Association's assessments is in effect.

13. Default. If Purchaser fails to perform any of Purchaser's obligations under this Agreement (including making scheduled deposits and other payments) Purchaser will be in "default". If Purchaser is still in default ten (10) days after Seller sends Purchaser notice thereof, Seller shall be entitled to the remedies provided herein. **If, however, Purchaser's default is in failing to close on the scheduled date, then Seller can cancel this Agreement without giving Purchaser any prior (or subsequent) notification or opportunity to close at a later date.**

Upon Purchaser's default (and the expiration of any notice period, if applicable), all Purchaser's rights under this Agreement will end and Seller can resell the Unit without any accounting to Purchaser. Purchaser understands that because Seller has taken the Unit off the market for Purchaser, has spent money on sales, advertising, promotion and construction and has incurred other costs incident to this sale, Purchaser's default will damage Seller. As compensation for this damage, in the event Seller cancels this Agreement because of Purchaser's default, Purchaser authorizes Seller to keep (or if not then paid by Purchaser, Purchaser will pay to Seller) all deposits and other pre-closing advance payments (including, without limitation, those on options, extras, upgrades and the like) Purchaser has then made (and which would have been required to have been made had Purchaser not defaulted) and all interest which was, or would have been, earned on them, all as liquidated damages (and not as a penalty). Purchaser and Seller agree to this because there is no other precise method of determining Seller's damages. Alternatively, Seller will have the right to specifically enforce this Agreement, but will not sue Purchaser for any other damages. If Purchaser defaults, Purchaser promises not to sue for the return of any part of his deposits or other payments. Any damage or loss that occurs to the Property while Purchaser is in default will not affect Seller's right to liquidated damages. The remedies afforded Seller in this paragraph as a result of a default by Purchaser constitute Seller's sole and exclusive remedies.

If Seller fails to perform any of Seller's obligations under this Agreement, Seller will be in "default". If Seller is still in default ten (10) days after Purchaser sends Seller notice thereof (or such longer time as may reasonably be necessary to cure the default if same cannot be reasonably cured within ten (10) days), Purchaser will have such rights as may be available in equity and/or under applicable law. Notwithstanding the foregoing, if the default alleged by Purchaser is with respect to Seller's substantial completion obligation set forth in paragraph 7 above, Seller shall not be entitled to the curative period described above to the extent that same would be deemed to extend Seller's completion obligation in a manner which would not be permitted if the exemption of this sale from the Interstate Land Sales Full Disclosure Act pursuant to 15 U.S.C. § 1702(a)(2) is to apply.

14. Construction Specifications. The Unit and the Condominium will be constructed in substantial accordance (in Seller's opinion) with the plans and specifications therefor kept in Seller's construction office, as such plans and specifications are amended from time to time. Seller may make such changes in the plans and specifications that it deems appropriate at any time, to accommodate its "in the field" construction needs (as more fully discussed in this paragraph 14) and in response to recommendations or requirements of local, state or federal governmental or quasi-governmental agencies or applicable utility and/or insurance providers, and Purchaser agrees that any changes made in accordance with the foregoing shall not be deemed material in a manner which is adverse to the offering of the Unit. Such plans and specifications, as they are so amended, are referred to in this Agreement as "Seller's Plans and Specifications". Without limiting Seller's general right to make changes, Purchaser specifically agrees that the changes described above and changes in the dimensions of rooms, patios and balconies, in the location of windows, doors, walls, partitions, utility (including, but not limited to, television and telephone) lead-ins and outlets, air-conditioning equipment, ducts and components, lighting fixtures and electric panel boxes, and in the general layout of the Unit and Condominium, may be made by Seller in its discretion and that such changes shall not be deemed material or adverse to Purchaser. **In furtherance of the understanding and agreement stated above, Purchaser**

acknowledges and agrees that it is widely observed construction industry practice for preconstruction plans and specifications for any Unit or building to be changed and adjusted from time to time in order to accommodate ongoing, “in the field” construction needs. These changes and adjustments are essential in order to permit all components of the Unit and the building to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Because of the foregoing, Purchaser acknowledges and agrees that it is to Purchaser’s benefit to allow Seller the flexibility to make such changes in the Unit and the Condominium. Purchaser further acknowledges and agrees that (i) the plans and specifications for the Unit and the Condominium on file with the applicable governmental authorities may not, initially, be identical in detail to Seller’s Plans and Specifications, and (ii) because of the day-to-day nature of the changes described in this paragraph 14, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Purchaser and Seller both acknowledge and agree: **The Unit and the Condominium may not be constructed in accordance with the plans and specifications on file with applicable governmental authorities. Seller disclaims and Purchaser waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Purchaser has not relied on or bargained for any such warranties.**

Without limiting the generality of the foregoing, because of Seller’s need to coordinate the appearance and design of the overall development of the Condominium, both in connection with the nature and layout of the land on which construction is to take place and of the street, common areas and other features of the development, Purchaser understands and agrees: **The Unit may be constructed as a reverse (“mirror image”) of that illustrated in the floor and building plan of the applicable model and building (as shown in the condominium documents or in any illustrations of the model and building) and may be “sited” in a position different from that of the applicable model and floor and building plan (of any such illustrations). Purchaser agrees to accept the Unit and the said building as “sited” by Seller and as constructed according to a reverse floor and/or building plan.** This paragraph does not limit the generality of Seller’s rights, set out elsewhere in this Agreement, to make other changes in the Unit, the Condominium and the Condominium Documents.

Purchaser understands and agrees that in designing the Condominium, the stairwells of the Building were intended solely for ingress and egress in the event of emergency and, as such are constructed and left unfinished solely as to be functional for said purpose, without regard to the aesthetic appearance of said stairwells. **Seller does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and Purchaser hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.**

Purchaser further agrees and understands that trees and landscaping which are located on portions of the Condominium Property may be removed to accommodate construction. Seller does not guaranty the survival of any trees and landscaping which are left or planted on any portion of the Condominium Property.

Purchaser further agrees and understands: (i) that certain non-structural, cosmetic variations may occur in Units as a result of normal construction procedures, of settling of the building in which the Unit is located, and as a result of tendency of high rise buildings to move or sway; and (ii) that such variations shall not constitute construction defects or matters which Seller shall be obligated to correct. Examples of such variations include, without limitation, cracks in grout, cracks in walls and similar matters.

The agreements and waivers of Purchaser contained in this paragraph will survive (continue to be effective after) closing.

15. Certain Items and Materials. Purchaser understands and agrees that certain items, such as the following, which may be seen in models (if any) or in illustrations, are not included with the sale of the Unit: wall coverings (including paint other than base primer), accent light fixtures, wall ornaments, drapes, blinds, furniture, knickknacks and other decorator accessories, lamps, mirrors, graphics, pictures, plants, wall-hung shelves, wet bars, intercoms, kitchen accessories, linens, window shades, security systems, certain built-in fixtures, carpets or other floor coverings and colors, wood trim, other upgraded items, balcony treatments (e.g., tile, brick, chattahoochee, scored concrete or wood trim), barbecues, planters, window screens, landscaping and any other items of this nature which may be added or deleted by Seller from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon the models (if any) or shown in illustrations strictly for the purpose of decoration and example only. Items such as these will not be included in the Unit unless specifically provided for in a Rider or Schedule to this Agreement signed by both Purchaser and Seller. Certain of these items may not even be available. In the event that Seller does provide any of these or other items, however, Purchaser agrees to accept them, although not requested by Purchaser, as long as Purchaser is not required to pay for such items. There is no obligation for Seller to provide models, but if so provided, the foregoing disclaimers will apply.

Purchaser further understands and agrees that certain items, if included with the Unit, such as granite, tile, cabinets, wood, stain, grout, wall and ceiling textures, cultured marble, mica and carpeting, are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturer from those shown in the models or in illustrations or included in Seller's Plans and Specifications or in the published list of standard items (if any). If circumstances arise which, in Seller's opinion, warrant changes of suppliers, manufacturers, brand names or items, Seller may substitute equipment, material, appliances, etc., with items which in Seller's opinion are of equal or better quality (regardless of cost). Purchaser also understands and acknowledges that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor (if any). Purchaser recognizes that certain colors as shown in displays or in the models, including, but not limited to, carpeting and wood stain, will weather and fade and may not be duplicated precisely.

If Seller allows Purchaser to select certain colors and/or materials in the Unit (which Seller is not obligated to do), Purchaser understands and agrees that Purchaser must submit his selections to Seller in writing within fourteen (14) days after the date the list of selections (if any) is made available to Purchaser. If these selections (if any) are not delivered to Seller in writing within the time period stated above, then it is agreed and understood that the choices will be made by Seller in Seller's sole discretion.

The agreements and waivers of Purchaser contained in this paragraph will survive (continue to be effective after) closing.

16. Litigation. In the event of any litigation between the parties under this Agreement, each party shall bear its own attorneys' fees and costs. This paragraph will survive (continue to be effective after) any termination of this Agreement.

17. Maintenance Fee. Purchaser understands and agrees that the Estimated Operating Budget for the Condominium Association (the "Budget") contained in the Condominium Documents provide only an estimate of what it will cost to run the Association and operate and maintain the facilities during the period of time stated in the Budgets. These assessments and costs are not guaranteed in any manner. There may be changes in the Budget at any time to cover increases or decreases in actual expenses or in estimates. It is intended that the Seller, as the sole Owner upon the formation of the Condominium, will vote not to provide any reserves for the initial year of the Condominium. Thereafter, on an annual basis, a majority of the Condominium Association's members may vote to continue not to provide any reserves for the Condominium. If an election is in fact made to waive reserves, the assessments per unit payable to the Condominium Association will be as set forth in the Estimated Operating Budget as "Assessments per Unit - Without Reserves". If no such election is made, the assessments per Unit payable to the Condominium Association will be as set forth in the Estimated Operating Budget as "Assessments per Unit - With Reserves".

18. Condominium Association. At closing, Purchaser agrees to accept the liabilities and obligations of membership in the Association.

19. Seller's Use of the Condominium Property. As long as Seller owns a Unit or Units, it and its agents can keep offices and model apartments within the Condominium Property. Seller's salespeople can show these units, erect advertising signs and do whatever else is necessary in Seller's opinion to help sell or lease Units or develop and manage the Condominium Property but Seller's use of the Condominium Property must be reasonable, in Seller's opinion, and cannot unreasonably interfere, in Seller's opinion, with Purchaser's use and enjoyment of the Unit. This paragraph will survive (continue to be effective after) closing.

20. Sales Commissions. Seller will pay, after closing, all sales commissions, if any, due any in-house sales personnel Seller has employed, and the cooperating broker named on the last page of this Agreement (if no name is filled in on the last page, then same shall be deemed a representation by Purchaser that there is no cooperating broker involved in this transaction), in accordance with the terms of separate written agreements. Seller has no responsibility to pay any sales commissions to any other broker or sales agent with whom Purchaser has dealt (unless Seller has agreed otherwise in writing). Purchaser will be solely responsible to pay any such other brokers. Purchaser represents and warrants to Seller that Purchaser has not dealt with, nor the sale been procured by, any real estate broker, salesman or finder, other than those salesperson retained by Seller and the cooperating broker described on the last page of this Agreement Seller's in-house staff. Purchaser will indemnify Seller against all claims made against Seller by any other brokers or sales agents (and agrees also to pay all costs and attorneys' fees actually incurred by Seller because of these claims).

This paragraph will survive (continue to be effective after) closing.

21. Notices. Whenever Purchaser is required or desires to give notice to Seller, the notice must be in writing and it must be sent certified mail, postage prepaid, with a return receipt requested to Seller at the sales office at 8390 Champions Gate Blvd., Champions Gate, FL 33896. Notwithstanding the foregoing, Purchaser's notice to cancel pursuant to Paragraph 28 below, may be made in any manner permitted by under the Interstate Land Sales Full Disclosure Act and the regulations promulgated thereunder.

Unless this Agreement states other methods of giving notices, whenever Seller is required or desires to give notice to Purchaser, the notice must be given either in person, by telephone or in writing and, if in writing, it must be sent either by: (i) certified mail, postage prepaid, with a return receipt requested (unless sent outside of the United States, in which event written notices to Purchaser may be sent by regular air mail); (ii) facsimile transmission if Purchaser has indicated a telecopy number on Page 1 of this Agreement; (iii) electronic transmission if Purchase has indicated an email address on Page 1 of this Agreement, or (iv) a recognized overnight courier service (i.e., FedEx, Express Mail, Airborne, Emory, Purolator, United Parcel Service, etc.), to the address for Purchaser set forth on Page 1 of the Agreement.

A change of address notice is effective when it is received. All other written notices are effective on the day they are properly given or mailed, whether or not received (and all permitted non-written notices to Purchaser are effective on the date given by Seller) unless receipt is required specifically in portions of this Agreement.

22. Transfer or Assignment. Purchaser shall not be entitled to assign this Agreement or its rights hereunder without the prior written consent of Seller, which may be withheld by Seller with or without cause (and even if Seller's refusal to grant consent is unreasonable). To the extent that Seller consents to any such assignment, said consent may be conditioned in any manner whatsoever, including, without limitation, charging an assignment or transfer fee. Any such assignee must fully assume all of the obligations of Purchaser hereunder by written agreement for Seller's benefit, a counterpart original executed copy of which shall be delivered to Seller. For purposes of this Section 22, the sale, transfer or pledge of any beneficial interest in Purchaser shall be deemed an assignment hereunder requiring prior consent of Seller. Without limiting the generality of the foregoing, Purchaser shall not, prior to closing on title to the Unit, list the Unit for resale with a broker or allow the Unit to be listed on the Multiple Listing Service for resale (but may list the Unit for rent).

Notwithstanding the foregoing, without requiring the consent of Seller, Purchaser shall be permitted to assign its rights and obligations under this Agreement and its interest in the Unit to any immediate family member, any trust for the benefit of Purchaser and/or its immediate family members and/or any corporation, partnership or other entity which is wholly beneficially owned by Purchaser (or its immediate family members), provided only that the assignee assumes in writing, for the benefit of Seller, all of Purchaser's duties and obligations under the Agreement and said assumption is delivered to Seller promptly following said assignment and in no event less than fifteen (15) days prior to closing. Notwithstanding the foregoing, said assignment shall not release Purchaser from any of its obligations under the Agreement.

23. 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 representatives. If Purchaser has received permission to assign or transfer his interest in this Agreement, this Agreement will bind anyone receiving such interest. If Purchaser is a corporation or other 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 and several basis, for full performance of all Purchaser's duties and obligations under it and Seller can enforce it against either as individuals or together.

24. Public Records. Purchaser authorizes Seller to record the documents needed to establish and operate the Condominium, as well as all other documents which Seller deems necessary or appropriate, in the Public Records of Osceola County, Florida. Neither this Agreement, nor any notice or memorandum hereof (nor any Lis Pendens), may be recorded.

25. Purchaser's Right to Cancel. **THIS 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 THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY 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 ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.**

26. Florida Law; Severability; Interstate Land Sales Exemption. Any disputes that develop under this Agreement, and any issues that arise regarding the entering into, validity and/or execution of this Agreement, will be settled according to Florida law. If any part of this Agreement violates a provision of applicable law, the applicable law will control. In such case, however, the rest of the Agreement (not in violation) will remain in force.

Without limiting the generality of the foregoing, it is Purchaser's and Seller's mutual desire and intention that all provisions of this Agreement be given full effect and be enforceable strictly in accordance with their terms. If, however, any part of this Agreement is not enforceable in accordance with its terms or would render other parts of this Agreement or this Agreement, in its entirety, unenforceable, the unenforceable part or parts are to be judicially modified, if at all possible, to come as close as possible to the expressed intent of such part or parts (and still be enforceable without jeopardy to other parts of this Agreement, or this Agreement in its entirety), and then are to be enforced as so modified. If the unenforceable part or parts cannot be so modified, such part or parts will be unenforceable and considered null and void in order that the mutual paramount goal (that this Agreement is to be enforced to the maximum extent possible strictly in accordance with its terms) can be achieved.

Without limiting the generality of the foregoing, if the mere inclusion in this Agreement of language granting to Seller certain rights and powers, or waiving or limiting any of Purchaser's rights or powers or Seller's obligations (which otherwise would be applicable in the absence of such language), results in a final conclusion (after giving effect to the above judicial modification, if possible) that Purchaser has the right to cancel this Agreement and receive a refund of his deposits, such offending rights, powers, limitations and/or waivers shall be struck, canceled, rendered unenforceable, ineffective and null and void. Under no circumstances shall either Purchaser or Seller have the right to cancel this Agreement solely by reason of the inclusion of certain language in this Agreement (other than language which is intended specifically to create such a cancellation right).

The following sentence will supersede and take precedence over anything else in this agreement which is in conflict with it: If any provisions serve to limit or qualify Seller's substantial completion obligation as stated in paragraph 7, or Purchaser's remedies in the event that such obligation is breached, or grant Seller an impermissible grace period, and such limitations or qualifications are not permitted if the exemption of this sale from the Interstate Land Sales Full Disclosure Act pursuant to 15 U.S.C. § 1702(a)(2) is to apply or this Agreement is to otherwise be fully enforceable, then all those provisions are hereby stricken and made null and void as if never a part of this Agreement. For purposes of this paragraph only, the words "this Agreement" include in their meaning the condominium documents.

27. Changes. Seller may make changes in the Condominium Documents in its sole discretion. Purchaser will have fifteen (15) days from the date of receipt of such changes from Seller which materially alter or modify the offering of the Condominium in a manner adverse to Purchaser in which to cancel this Agreement (by delivering written notice to Seller of such cancellation) and receive a refund of any deposits with applicable interest. Seller will be relieved of all obligations under this Agreement when Seller refunds the deposits and interest. Purchaser will not be permitted to prevent Seller from making any change it wishes in its sole discretion, nor to pursue any remedy other than the fifteen (15) day cancellation remedy described above (and then only for the kind of changes that materially alter or modify the offering in a manner that is adverse to Purchaser).

If Purchaser has the right to cancel this Agreement by reason of a change which materially alters or modifies the offering of the Condominium in a manner adverse to Purchaser, Purchaser's failure to request cancellation in writing within the fifteen (15) day period will mean that Purchaser accepts the change and waives irrevocably his right so to cancel. All rights of cancellation will terminate, if not sooner, then absolutely at closing. After closing, Purchaser will have no remedy for any changes Seller may make or have made.

Without limiting the generality of the foregoing and other provisions of this Agreement, Seller is specifically authorized to: (i) substitute the final legal descriptions and as-built surveys for the proposed legal descriptions and plot plans contained in the Condominium Documents even though changes occur in the permitting stage and during construction, and/or (ii) combine and/or subdivide units prior to the recordation of the Declaration (and incorporate divider wall common elements in any such combination units or odd common element divider walls in any such subdivision), provided that the percentage share of ownership of common elements of any

unit not affected in the combination or subdivision is not affected. Such substitution, combination and/or subdivision shall not be deemed to be either material or adverse.

This paragraph will survive (continue to be effective after) closing.

28. Time of Essence. The performance of all obligations by Purchaser on the precise times stated in this Agreement is of absolute importance and failure to so perform on time is a default, time being of the essence.

29. Disclaimer of Implied Warranties. All manufacturers' warranties will be passed through to Buyer at closing. At closing, Buyer will receive the statutory warranties imposed by the Florida Condominium Act.

To the maximum extent lawful, all implied warranties of fitness for a particular purpose, merchantability and habitability, all warranties imposed by statute (except only those imposed by the Florida Condominium Act to the extent they cannot be disclaimed and to the extent they have not expired by their terms) and all other implied or express warranties of any kind or character are specifically disclaimed. Without limiting the generality of the foregoing, Seller hereby disclaims any and all express or implied warranties as to design, construction, view, sound and/or odor transmission, furnishing and equipping of the Condominium Property, the existence of molds, mildew, spores, fungi and/or other toxins within the Condominium Property, except only those set forth in Section 718.203, Florida Statutes, to the extent applicable and to the extent that same have not expired by their terms. Seller has not given and Buyer has not relied on or bargained for any such warranties.

As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

Buyer acknowledges and agrees that Seller does not guarantee, warrant or otherwise assure, and expressly disclaims, any right to view and/or natural light.

Further, given the climate and humid conditions in Florida, molds, mildew, spores, fungi and/or other toxins may exist and/or develop within the Condominium Property. Buyer is hereby advised that certain molds, mildew, spores, fungi and/or other toxins may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By closing, Buyer shall be deemed to have assumed the risks associated with mold, mildew, spores, fungi and/or other toxins and to have released the Seller from any and all liability resulting from same.

This paragraph will survive (continue to be effective after) closing.

30. Return of Condominium Documents. If this Agreement is canceled for any reason, Purchaser will return to Seller all of the Condominium Documents delivered to him in the same condition received, reasonable wear and tear excepted. If Purchaser fails to return the

Condominium Documents, Purchaser agrees to pay Seller \$50.00 to defray the costs of preparation, printing and delivery of same.

31. Waiver. Seller's waiver of any of its rights or remedies (which can only occur if Seller waives any right or remedy in writing) will not waive any other of Seller's rights or remedies or prevent Seller from later enforcing all of Seller's rights and remedies under other circumstances.

32. Survival. Only those provisions and disclaimers in this Agreement which specifically state that they shall have effect after closing will survive (continue to be effective after) closing and delivery of the deed. All other provisions shall be deemed merged into the deed.

33. Substantial Completion. Whenever this Agreement requires Seller to complete or substantially complete an item of construction, that item will be understood to be complete or substantially complete when so completed or substantially completed in Seller's opinion. Notwithstanding the foregoing, however, neither the Unit nor the building of which the Unit is a part will be considered complete or substantially complete for purposes of this Agreement unless the Unit (and such portion of the building intended to be used exclusively by Purchaser) is physically habitable and useable for the purpose for which the Unit was purchased. The Unit (and such portion of the building) will be considered so useable if the Unit is ready for occupancy and has all necessary and customary utilities extended to it. Other units (and other portions of the building) may not necessarily be so complete and useable.

34. Nearby Construction. Purchaser understands and agrees that for some time in the future Purchaser may be disturbed by the noise, commotion and other unpleasant effects of nearby construction activity and impeded in using portions of Condominium Property by that activity. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter, except as is set forth herein or in the Prospectus.

35. Disclosure. Under the laws of the State of Florida, Buyer is hereby advised as follows:

- (a) **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 health department. The foregoing notice is provided in order to comply with state law and is for informational purposes only. Seller does not conduct radon testing with respect to the Units or the Condominium, and specifically disclaims any and all representations or warranties as to the absence of radon gas or radon producing conditions in connection with the Condominium.
- (b) **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 UNIT OR CONDOMINIUM. 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.

36. Representations. Buyer acknowledges, warrants, represents and agrees that this Agreement is being entered into by Buyer without reliance upon any representations concerning any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential and without reliance upon any monetary or financial advantage. Buyer acknowledges and agrees that no such representations, including representations as to the ability or willingness of Seller or its affiliates to assist Buyer in renting or selling the Unit, have been made by Seller, or any of its agents, employees or representatives. Buyer further represents and warrants to Seller that Buyer is entering into this Agreement with the full intention of complying with each and every of the obligations hereunder, including, without limitation, the obligation to close on the purchase of the Unit. Neither Seller, nor anyone working by, through or under Seller, has made any statement or suggestion that Buyer would not be obligated to fully comply with the terms of this Agreement and to close on the purchase of the Unit. Further, Buyer understands and agrees that neither Seller, nor any brokerage company, on site sales personnel and/or other persons working by, through or under Seller, are under any obligation whatsoever to assist Buyer with any resale of the Unit.

Subject to the provisions of Section 718.506 of the Florida Statutes, the parties agree as follows:

This Agreement contains the entire understanding between Buyer and Seller, and Buyer hereby acknowledges that the displays, architectural models, artist renderings and other promotional materials contained in the sales office and model suite are for promotional purposes only and may not be relied upon. **Buyer warrants that Buyer 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: (a) potential appreciation in or resale value of the Unit, (b) the existence of any “view” from the Unit or that any existing “view” will not be obstructed in the future, (c) traffic conditions in, near or around the Condominium, (d) disturbance from nearby properties, or (e) disturbance from air or vehicular traffic, (f) any future use of adjacent properties, and/or (g) any particular hotel affiliation or maintaining any existing hotel affiliation.** Nothing herein shall be deemed to be a waiver of the rights of the parties

hereto pursuant to Section 718.506 of the Florida Statutes. The provisions of this paragraph shall survive the closing.

37. Incorporation Definitions. The explanations, definitions, disclaimers and other provisions set forth in the Condominium Documents are incorporated into this Agreement as if repeated at length here. When the words “this Agreement” are used, they shall include in their meaning all modifications, riders and addenda to it signed by Purchaser and Seller. The term “Force Majeure” as used in this Agreement shall mean “Acts of God”, labor disputes (whether lawful or not), material or labor shortages, restrictions by any governmental or utility authority, civil riots, floods or other causes beyond Seller’s control.

38. Entire Agreement. This Agreement is the entire contract for sale and purchase of the Unit and once it is signed, it can only be amended by a written instrument signed by the party against whom enforcement is sought which specifically states that it is amending this Agreement. Any current or prior Agreements, representations understandings or oral statements of sales representatives or others, if not expressed in this Agreement, the Condominium Documents or in brochures for the Condominium, are void and have no effect. Purchaser has not relied on them.

39. Cooperating Broker. _____ (if no name is filled in, Purchaser shall be deemed to have represented and warranted to Seller that no cooperating broker was involved in the subject transaction. See Section 20).

40. Calculation of Time Periods. In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday or state or national legal holiday shall extend to 5:00 p.m. (Eastern time) on the day which is not a Saturday, Sunday or state or national legal holiday.

[Signatures on Following Page]

Witnesses:

PURCHASER:

Date: _____

SELLER:

CHAMPIONSGATE CONDO I, LP, a
Delaware limited partnership

By: CHAMPIONSGATE CONDO I GP,
LLC, a Delaware limited partnership, its sole
general partner

By: _____
Authorized Representative

Date: _____

SCHEDULE "A"
List of Furnishings

2 – Bedroom Unit

- 1 – King Bed with Headboard, mattress, box spring, pillows, linens, duvet and dust ruffle
- 2 – Double Beds with Headboards, mattresses, box springs, pillows, linens, duvet and dust ruffles
- 1 – Queen Sleeper Sofa with cushions and pillows
- 1 – Double Sleeper Sofa with cushions and pillows
- 4 – TVs with Stands
- 3 – Bedside Tables with Lamps
- 1 – Rectangular Coffee Table
- 1 – Oval Coffee Table
- 3 – Ceiling Fans (2 with lights)
- 2 – Floor Lamps
- 1 – Square Side Table with a Lamp
- 1 – Round Side Table with a Lamp
- 2 – Leather Lounge Chairs
- 1 – Square Leather Ottoman
- 1 – Rectangle Dining Table
- 2 – Arm Chairs
- 4 – Side Chairs
- 1 – Credenza
- 2 – Dining Console Lamps
- 2 – Barstools
- 2 – Full Length Mirrors
- 2 – Vanity Mirrors
- 1 – Credenza Mirror
- Drapes on all applicable windows
- Sconces on all applicable light fixtures
- Water heater
- AC unit
- Washer/Dryer unit

3 – Bedroom Unit

1 – King Bed with Headboard, mattress, box spring, pillows, linens, duvet and dust ruffle
1 – Queen Bed with Headboard, mattress, box spring, pillows, linens, duvet and dust ruffle
2 – Double Beds with Headboards, mattresses, box springs, pillows, linens, duvet and dust ruffles
1 – Queen Sleeper Sofa with cushions and pillows
1 – Double Sleeper Sofa with cushions and pillows
5 – TVs with Stands
5 – Bedside Tables with Lamps
1 – Rectangular Coffee Table
1 – Oval Coffee Table
4 – Ceiling Fans (3 with lights)
2 – Floor Lamps
1 – Square Side Table with a Lamp
2 – Round Side Tables with Lamps
2 – Leather Lounge Chairs
1 – Square Leather Ottoman
1 – Round Dining Table
6 – Side Chairs
1 – Credenza
2 – Dining Console Lamps
2 – Barstools
2 – Full Length Mirrors
3 – Vanity Mirrors
1 – Credenza Mirror
Drapes on all applicable windows
Sconces on all applicable light fixtures
Water heater
AC unit
Washing Machine
Dryer