EXHIBIT E TO PROSPECTUS

THE GREENS, A CONDOMINIUM

FORM OF PURCHASE AGREEMENT

DATE: _____

THE GREENS, A CONDOMINIUM
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 PURCHASER OR LESSEE.

In this Agreement, the term "Purchaser" or "Buyer" means or refers to the buyer or buyers listed below who have signed this Agreement. The word "Seller" or "Developer" means or refers to THE GREENS DEVELOPER, LLC, a Florida limited liability company.

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).

Purchaser(s): _____
Primary Address: _____
City: _____ State: _____
Country: _____ Zip Code: _____
Home Phone: _____ Office Phone: _____
Tax I.D. or Social Security No.: _____ Fax No.:
E-Mail Address: _____
Co-Broker: _____

(See Section 20 below; if this space is left blank, it shall mean that Seller shall have no obligation to pay any co-broker.)

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 building located at _____, in the proposed THE GREENS, A CONDOMINIUM (the "Condominium"), together with the exclusive use of parking space(s) number(s) _____. The Unit and the Condominium are described in greater detail in the proposed Declaration of Condominium (the "Declaration") included in the Prospectus and attached exhibits (the "Condominium Documents"). Purchaser acknowledges receipt of the Condominium Documents and all documents required by Section 718.503, Florida Statutes, to be furnished by Developer to a purchaser, on or before the date of this Agreement. The foregoing statement shall not 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 $_____. The Purchase Price includes:

	Location	Amount
Unit	_____	$ _____
Upgrades	N/A	$ _____
"AS-IS" credit	N/A	$ _____
Total:		$ _____

The Purchase Price of the Unit shall be paid as follows:

- Deposit made this date, to KEY REALTY ADVISORS, INC.	$ _____
- Additional Deposit due: _____	$ _____
- To be delivered at the time of Closing and delivery of deed (subject to credits, adjustments and prorations and any additional charges or extras that have not been completely paid prior to Closing)	$ _____
PURCHASE PRICE:	$ _____

Deposits may be made by personal check (subject to clearance) or in cash. The balance due at Closing must be paid by bank cashier's check acceptable to the Closing agent or 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.

3. Prior Occupancy. THE UNIT HAS BEEN PREVIOUSLY OCCUPIED. At Closing, the Unit shall be conveyed (INITIAL ONLY ONE):

_____ free and clear of all tenancies and possessory rights, and as such, Seller shall convey exclusive possession of the Unit at Closing; or

_____ subject to the terms of a lease, a true and correct copy of which is attached hereto and made a part hereof. Accordingly, at Closing, Seller shall assign to Purchaser, without recourse, Seller's interest in the lease and transfer to Purchaser any security deposit from tenant then in Seller's possession. Rents for the month of Closing shall be prorated and title to the Unit shall be delivered subject to the rights of possession of the tenant under the lease. Purchaser shall assume the remaining obligations under the lease. Closing hereunder shall not be contingent upon tenant's not being in default under the lease at the time of Closing.

If the Unit is subject to a lease, a copy of the executed lease is attached to this Agreement. In the event that this Unit is subject to a lease for which tenant shall continue to occupy after closing, then Developer shall give Buyer at closing a credit for prepaid rent and security deposits, if any, and Buyer hereby agrees to indemnify and hold Seller harmless as to said prepaid rent and security deposits, if any. Buyer, if purchasing the Unit subject to a lease, acknowledges by his execution of this Agreement that Seller makes no representations that there is any economic advantage or investment value in owning the Unit sold hereunder, subject to the lease, and that the Seller makes no representation as to whether the lease will continue to be performed or to be of any value after closing.

If there is currently a tenant in the Unit, under the Act, the tenant has the right to extend his or her lease for a period up to two hundred seventy (270) days from the date of the Notice of Intended Conversion, a copy of which is attached to any lease attached hereto, (the "Notice"), and if the tenant has resided in the Unit for the 180 days preceding the Notice the tenant has the right to purchase the Unit for a period of forty five (45) days after receipt of the items required to be delivered pursuant to Section 718.612 of the Act. Because of the tenant's rights set forth above, Purchaser acknowledges that this Agreement will be effective only if the tenant does not exercise his right of first refusal as set forth above. If tenant exercises this right of first refusal to purchase the Unit, this Agreement shall be null and void and of no further force and effect, and all deposits shall be returned to Purchaser and all parties shall be relieved of their respective obligations. If tenant does not exercise his right of first refusal, then this Agreement shall remain in full force and effect, and Purchaser shall purchase the Unit subject to tenant's rights. Purchaser shall assume all of landlord's rights and obligations under tenant's lease and Florida Statutes.

This Section 3 shall survive the closing of this transaction

4. 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 Seller's closing schedule and pays Seller the proceeds of its mortgage at Closing. In the event that lender does not pay Seller these proceeds at Closing in immediately cleared funds, and if Seller allows same (which it is not obligated to do), Purchaser will not be allowed to take possession of the Unit until Seller actually receives the funds and they have cleared. 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, then 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.

5. Deposits. Except as permitted below, all of Purchaser's deposits will be held in escrow by Key Realty Advisors, Inc. ("Escrow Agent"), with offices at 2601 South Bayshore Drive, Suite 200, Miami, Florida 33133 in accordance with the escrow agreement contained in the Condominium Documents (the "Escrow Agreement"). HomeBanc Title shall serve as Seller's closing agent, and shall handle the closings of all units in the Condominium. 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 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.

Except only in the event of a default by Seller, or in the event Purchaser properly terminates this Agreement pursuant to its terms or pursuant to Chapter 718 of the Florida Statues, all interest earned on Purchaser's deposits shall accrue to the benefit of Seller and shall not be credited against the Purchase Price.

6. Completion Date; Presale Contingency. Seller agrees to substantially complete construction of the Unit, in the manner specified in this Agreement, by a date no later than two (2) years following the effective date of this Agreement, subject, however, only to delays caused by matters which are legally recognized as defenses to contract actions in the jurisdiction where the Buildings are being erected (however, such date may not be extended by any other provision in this Agreement). **Notwithstanding the foregoing or any other contrary provision of this Agreement, Seller shall have the right, in Seller's sole discretion, to cancel this Agreement and cause Buyer's deposits to be refunded in the event that Seller does not enter into binding contracts to sell at least 50 of the Units in the Condominium.** Seller must, however, notify Buyer of such a termination within one hundred-eighty (180) days from the date on which the first purchaser of a unit in the Condominium executes a binding purchase agreement for such unit, otherwise Seller will be required to construct the Unit and otherwise proceed to perform its obligations under this Agreement. This paragraph shall not delay the effectiveness of this Agreement, which shall be immediate, but, rather, shall be deemed a "condition subsequent" to this Agreement. In the event of Seller's termination of this Agreement pursuant to this paragraph, upon such termination and the return of Buyer's deposits, Seller and Buyer will be fully relieved and released from all obligations and liabilities under and in connection with this Agreement. Seller agrees to use its good efforts to meet the foregoing pre-sale requirement and that such requirement shall not operate to extend the completion obligation set forth above.

7. Seller's Financing. Seller has and may borrow money from lenders in connection with the acquisition, construction, renovation, and/or conversion of the Condominium Property (as such term is defined in the Declaration). 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 release the Unit from the then applicable mortgages and may use closing proceeds for such purposes. 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.

8. Insulation, Energy Efficiency. Seller has advised Purchaser, as required by the rules of the Federal Trade Commission, that it believes that the following insulation is currently installed in the Unit:

Type	Thickness	R-Value	Location
Batt	3 inches	R-11	Roof
Blown	5 inches	R-19	Walls

This R-value information is based solely on the information given in the existing plans and specifications for the Condominium, and Purchaser agrees that Seller is not responsible for errors in such plans and specifications.

To the extent required by applicable law, each purchaser may have the energy efficiency rating of the building in which the Unit located determined. Seller hereby discloses to Purchaser that, based upon the plans and specifications as they exist on the date of this Agreement, the energy efficiency rating of the building is as set forth on the separate disclosure form delivered to Purchaser. Purchaser acknowledges receipt of the disclosure form as well as receipt of the Department of Community Affairs' brochure regarding energy efficiency ratings.

All insulation and energy efficiency rating information is subject to Seller's general right to make changes in the plans and specifications and to applicable limitations of Seller's liability to Purchaser.

ENERGY EFFICIENCY RATING DISCLOSURE. TO THE EXTENT REQUIRED BY APPLICABLE LAW, EACH PURCHASER MAY HAVE THE CONDOMINIUM'S BUILDING ENERGY EFFICIENCY RATING DETERMINED. BUYER AGREES THAT BUYER HAS RECEIVED AN INFORMATION BROCHURE PREPARED BY THE DEPARTMENT OF COMMUNITY AFFAIRS REGARDING ENERGY EFFICIENCY RATINGS.

9. Completion Date. The Unit is complete and ready for occupancy.

10. Existing, Improvements and Other Matters. Because the Unit and the Condominium are complete as of the date Purchaser signs this Agreement, Purchaser acknowledges and agrees that Purchaser has inspected the Unit and the Condominium and, by signing this Agreement, Purchaser agrees to accept the Unit and the Condominium in their "AS IS" condition. This means that Purchase does not have any claim against Seller for any matters Purchaser discovered (or should have discovered) when Purchaser inspected (or had the opportunity to inspect) the Unit and Condominium. Without limiting the generality of the foregoing, Purchaser acknowledges that Seller has requested that Purchaser inspect the condition of the Unit. If any previous inspection did not include an examination of such condition, Purchaser agrees to make such inspection within fifteen (15) days of the date of this Agreement (that is, during the period in which Purchaser may cancel this Agreement for any reason at all). If, within this time, Purchaser conducts such inspection and does not cancel this Agreement, or if Purchaser does not make this inspection at all, Purchaser will be deemed to have accepted the Unit and the Condominium without reservation or claims as to their condition, or otherwise. The provision of this paragraph 10 will continue to be effective after (survive) Closing.

11. Closing Date. Purchaser understands that Seller has the right to schedule the date, time and place for Closing. Purchaser will be given at least ten (10) 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, telecopy, e-mail, 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 shall have 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 appropriate). An affidavit of one of Seller's employees or agents stating that this notice was given or mailed will be conclusive.

After the notice is given or mailed, and if requested in writing by Purchaser, Seller will send a written confirmation of the Closing, together with a draft closing statement and other pertinent information and instructions. This written confirmation is given merely as a courtesy and is not the formal notice to close. Accordingly, such written confirmation does not need to be received by any particular date prior to Closing. Purchaser agrees, however, to follow all instructions given in any formal notice and written confirmation.

If Purchaser fails to receive any of these notices or the confirmation because Purchaser failed to advise Seller of any change of address, e-mail address, or phone, telecopy number, because Purchaser has failed to pick up a letter when Purchaser has been advised of an attempted delivery or because of any other reason, Purchaser will not be relieved of Purchaser's 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 or other entity and Purchaser fails to produce the necessary corporate or other 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 highest applicable lawful rate, on that portion of the Purchase Price not then paid (and cleared) to Seller, from the date Seller originally scheduled Closing to the date of actual Closing. All prorations will be made as of the originally-scheduled closing date. Purchaser understands that Seller is not required to reschedule or to permit a delay in Closing.

12. Closing. The term "Closing" refers to the time when Seller delivers the deed to the Unit to Purchaser and ownership changes hands. Closing shall be held at the offices of the Developer at 3130 Seasons Way, Estero, Florida 33928. Purchaser's ownership is referred to as "title". Seller promises that the title Purchaser will receive at Closing will be good, marketable and insurable (subject to the permitted exceptions listed or referred to below).

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 now or hereafter recorded in the public records, which may include, without limitation, 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) if in Section 1 of this Agreement it is indicated that Purchaser is acquiring the Unit subject to the terms of a lease, then title shall be subject to the rights of the tenant thereunder;

(v) Pending governmental liens for public purposes as of Closing (Seller will be responsible, however, for certified governmental liens 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);

(vi) All standard printed exceptions contained in an ALTA owner's title insurance policy; and

(vii) 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 or its use as a residence, subject to the provisions of the Condominium Documents and of the other matters affecting title.

(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 a bill of sale for any appliances included in the Unit, an assignment of the parking space, described on Page 1, and 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 statement 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 causes the refund of 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 and which Seller may record in the public records of Lee County. This Section shall survive the Closing.

13. Closing Costs. Purchaser understands that, in addition to the purchase price for the Unit, Purchaser must pay certain other fees or "Closing Costs" when title is delivered to Purchaser at Closing. These include:

(a) The charge of recording the special warranty deed, for documentary stamp taxes on the special warranty deed, for the premium on the Owner's Title Insurance Policy and the cost of any title updates, together with a closing charge and a title exam charge.

(b) Loan fees, closing costs, escrows, appraisals, credit fees, lender's title insurance premiums, prepayments and all other expenses charged by any lender giving Purchaser a mortgage, if applicable. The amount of these charges is now unknown.

(c) A working capital contribution in an amount equal to two times the amount of the monthly maintenance charge owed to the Association (as such term is defined in the Declaration) at the time of Closing, which charge is payable directly to the Association, to provide it with initial capital. This contribution will not be credited against regular assessments for the Association.

(d) 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.

(e) 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.

(f) Any 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, current monthly assessments of the Association, rent and any interim services fee imposed by governmental authority) 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 reproration 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 Sellers 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 reproration upon request of either party, provided, however, that any request for reproration is made within six (6) months following the issuance of the actual tax bill for the Unit (it being assumed, for purposes hereof, that tax bills are issued on November 1 of each tax year). No request for proration beyond the six (6) month period shall be honored. In addition, Purchaser shall pay, or reimburse Seller if then paid, for any interim proprietary and general services fee imposed by any governmental authority having jurisdiction over the Unit, This Subsection shall survive (continue to be effective after) Closing.

PROPERTY TAX DISCLOSURE SUMMARY:

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER 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.

14. Adjustments with the Associations. 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 elements utility and/or cable or other interactive communication charges and deposits, permit and license fees, charges for service contracts, salaries of employees of the Association and other similar expenses). Seller is entitled to be reimbursed by the Association for all of these sums advanced by Seller. The Association will reimburse Seller out of initial contributions and regular assessments as 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.

15. 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 may, in its sole discretion, 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 may, in its sole discretion, 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 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 not any 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.

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

16. 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, 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, certain built-in fixtures, carpets or other floor coverings and colors, wood trim, other upgraded items, balcony treatments (e.g., tile, brick, scored concrete or wood trim), 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 not any obligation for Seller to provide models, but, if so provided, the foregoing disclaimers will apply.

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 Purchaser's 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.

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

18. Maintenance Fee. Purchaser understands and agrees that the Estimated Operating Budget for the Association (the "Budget") contained in the Condominium Documents provide only an estimate of what it will cost to run the Association during the period of time stated in the Budget. The monthly assessments shown in the Budget for the Unit are not guaranteed. The Budget is not guaranteed, and there may be changes in the Budget at any time to cover increases or decreases in actual expenses or in estimates. Changes in the Budget may be made at any time to cover increases or decreases in actual expenses or in estimates. It is intended that Seller, as the sole Owner upon the formation of the Condominium, will elect to provide any reserves for the initial two (2) years of the operation of the Condominium Association. Thereafter, on an annual basis, a majority of the Condominium Association's members may vote to continue not to provide any reserves.

19. Condominium Association and Property Owners' Association. This Agreement is also Purchaser's application for membership in the Association, which membership shall automatically take effect at Closing. At that time, Purchaser agrees to accept the liabilities and obligations of such membership.

20. Liability for Casualty Loss. If the Condominium Unit is damaged by fire or other casualty after the date of this Agreement, but prior to the closing of the Condominium Unit, then Seller shall be financially responsible for the loss. If, however, such damage occurs after the closing of the sale of any Condominium Unit in the Condominium, then the Condominium Association shall have the right to decide whether or not to repair the Condominium Unit. After the Closing, neither the Condominium Association nor the Seller shall be financially responsible to Buyer for the loss of any property lying within the boundaries of the Condominium Unit, including but not limited to, personal property of Buyer.

In the event the Seller or the Condominium Association decides to repair the damage, then the Seller and/or the Condominium Association shall have a reasonable time to complete repairs. Any such repair work will be judged by the same standards used to evaluate new construction. In the event of the foregoing, the Buyer shall not have any right to reduction in the total Purchase Price, nor have any claim against the Seller or the Condominium Association, and the Buyer agrees to accept title on the scheduled Closing Date (provided the repairs are finished by the Closing Date). Any monies that the Seller and/or Condominium Association receive in settlement of any damages (insurance, etc.) will belong to the Seller and/or Condominium Association, as the case may be. In the event the Buyer receives any money in connection with the damage, then the Buyer shall turn it over to the Seller or the Condominium Association, as the case may be. If the Seller or the Condominium Association decides not to repair the damage, then, and in that event, this Agreement shall be cancelled and all deposits shall be returned to the Buyer, and the parties shall be relieved of all further obligations, one unto the other. Notwithstanding anything to the contrary contained hereinabove, in the event the Unit is damaged by casualty prior to closing, Seller may elect not to repair, and to terminate this Agreement, provided, however, that Buyer shall have the right of specific performance to compel Seller to complete and deliver the Condominium Unit, if, but only if, such right of specific performance is an absolute condition to enable Seller to take advantage of the provisions of 15 U.S.C. § 1702(a)(2), under which Seller is exempt from the provisions of the Interstate Land Sales Full Disclosure Act

21. Seller's Use of the Condominium Property. As long as Seller owns a unit or units in the Condominium, 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 with Purchaser's use and enjoyment of the Unit. This paragraph will survive (continue to be effective after) Closing.

22. Sales Commissions. Seller will pay all sales commissions due any in-house sales personnel Seller has employed, and any cooperating broker identified on the first page of this Agreement and who has entered into an agreement with Seller, in accordance with the terms of such agreement. By signing this Agreement, Purchaser is representing and warranting to Seller that Purchaser has not consulted or dealt with any other broker, salesperson, agent or finder and that Purchaser will indemnify and hold Seller harmless for and from any such person or company claiming otherwise. Purchaser's indemnity and agreement to bold Seller harmless includes, without limitation, Purchaser's obligation to pay or reimburse Seller for all commissions, damages and other sums for which Seller may be held liable and all attorneys' fees and court costs actually incurred by Seller (including those for appeals), regardless of whether a lawsuit(s) is actually brought or whether Seller ultimately wins or loses.

Purchaser understands and agrees that Seller's in-house sales personnel are agents of Seller only (and are not Purchaser's agents and/or dual agents). As Seller's agents, they owe the following duties: (i) to Seller, a fiduciary duty to represent the interests of, and use utmost care, integrity, honesty and loyalty to, Seller, and (ii) to both Purchaser and Seller, the duty to diligently exercise reasonable skill and care in performance of the agent's duties, a duty of honesty and fair dealing and good faith, and a duty to disclose all facts known to the agent materially affecting the value or desirability of property that are not known to, or within the diligent attention and observation of the parties. Seller's agents are not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties of the agent(s) set forth in this paragraph.

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

23. 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 2601 Bayshore Drive, Suite 200, Miami, Florida 33133, or other such address as Seller may otherwise direct.

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) e-mail; or (iv) hand or a recognized overnight courier service (i.e., Federal Express, United Parcel Service, and the like), to the primary address for Purchaser set forth on Page 1 of the Agreement.

Notice of a change of address 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 unwritten notices to Purchaser are effective on the date given by Seller) unless receipt is required specifically by the terms of this Agreement.

24. Transfer or Assignment. Purchaser shall not be entitled to assign this Agreement or Purchaser's rights or obligations 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. If Purchaser is a corporation, partnership, other business entity, trustee or nominee, a transfer of any stock, partnership interest, equity, beneficial or principal interest in Purchaser will constitute an assignment of this Agreement requiring consent.

Purchaser acknowledges and agrees that Seller's ability to sell other Units owned by Seller within the Condominium and the value of such Units owned by Seller will be diminished and harmed by Purchaser's attempting to resell the Unit through local brokers or advertising the Unit for sale in publications in the general area of where the Unit is located, prior to Purchaser's receiving fee simple title to the Unit and that Seller shall be irreparably harmed by such actions. Therefore, Purchaser covenants and agrees not to enter into a listing agreement for the sale of the Unit with a broker, or to advertise or cause the Unit to be advertised for sale in any newspaper trade magazine or other publication, prior to obtaining fee simple title to the Unit. A breach of the provisions of this paragraph shall be a default hereunder by Purchaser entitling Seller to exercise its remedies under this Agreement.

Seller may assign or transfer freely all of its rights and obligations under this Agreement (including its rights in and to Purchaser's deposits and all other payments made by Purchaser).

25. Others Bound by this Agreement. If Purchaser dies or in any way loses legal control of Purchaser's affairs, this Agreement will bind Purchaser's heirs and personal representatives. If Purchaser has received permission to assign or transfer Purchaser's interest in this Agreement, this Agreement will bind anyone receiving such interest. If Purchaser is a corporation or other 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.

26. 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 Lee County, Florida. Neither this Agreement, nor any notice or memorandum hereof (nor any Lis Pendens), may be recorded.

27. 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.**

If Purchaser does not cancel this Agreement during this 15-day period, it means that Purchaser ratifies this Agreement and the Condominium Documents and Purchaser agrees that their provisions are fair and reasonable in Purchaser's opinion.

28. Florida Law; Severability. Any disputes that arise under 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.

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

SUPPLIERS, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.

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).

29. Changes. Seller may make changes in the Condominium Documents in its sole discretion by providing Purchaser with all such amendments that are made, provided that, as to these changes, 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 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 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 (i) combine and/or subdivide units prior to the recordation of the Declaration (and incorporate divider wall common elements in any such combination units or add 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.

Notwithstanding anything to the contrary set forth herein, in the event any changes made by Developer are material and adverse to Purchaser, this Agreement shall be voidable by Purchaser by delivering written notice of Purchaser's intent to cancel within fifteen (15) days after the date of receipt from Developer of a notice of such changes.

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

30. Time of Essence. The performance of all obligations 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.

31. **WARRANTY AND DISCLAIMER. BY LAW, WHEN A PURCHASER IS ACQUIRING A UNIT THAT HAS BEEN PREVIOUSLY OCCUPIED, A DEVELOPER MUST ADVISE THE PURCHASER OF THAT FACT. ACCORDINGLY, TO COMPLY WITH LAW, DEVELOPER HEREBY ADVISES PURCHASER THAT THE UNIT WAS PREVIOUSLY OCCUPIED. PURSUANT TO THE DEFINITIONS SET FORTH IN THE FLORIDA CONDOMINIUM ACT, THE CONDOMINIUM MAY BE DEEMED TO BE A "CONVERSION CONDOMINIUM"**

INASMUCH AS THE UNITS ARE OR MAY BE DEEMED TO BE A CONVERSION OF PREVIOUSLY OCCUPIED PREMISES AND THE DEVELOPER HAS ELECTED TO FUND CONVERSION RESERVES, SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL AND EACH AND EVERY EXPRESS OR IMPLIED WARRANTIES PROVIDED BY THE FLORIDA CONDOMINIUM ACT, SAME BEING INAPPLICABLE TO THE CONDOMINIUM. WITHOUT LIMITING THE GENERALITY OF THE FORGOING, TO THE MAXIMUM EXTENT PERMITTED LAWFUL, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND HABITABILITY, ALL WARRANTIES IMPOSED BY STATUTE 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, TO THE EXTENT APPLICABLE. 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 SOUTH 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 MOLDS, MILDEW, SPORES, FUNGI AND/OR OTHER TOXINS AND TO HAVE RELEASED SELLER FROM ANY AND ALL LIABILITY RESULTING FROM SAME, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHICH MAY RESULT FROM, WITHOUT LIMITATION, THE INABILITY TO POSSESS THE UNIT, INCONVENIENCE, MOVING COSTS, HOTEL COSTS, STORAGE COSTS, LOSS OF TIME, LOST WAGES, LOST OPPORTUNITIES AND/OR PERSONAL INJURY). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LEAKS, WET FLOORING AND MOISTURE WILL CONTRIBUTE TO THE GROWTH OF MOLD, MILDEW, FUNGUS, OR SPORES. BUYER UNDERSTANDS AND AGREES THAT SELLER IS NOT RESPONSIBLE, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR ANY ILLNESS OR ALLERGIC REACTIONS WHICH MAY BE EXPERIENCED BY BUYER, ITS FAMILY MEMBERS AND/OR ITS OR THEIR GUESTS, TENANTS AND INVITEES AS A RESULT OF MOLD, MILDEW, FUNGUS OR SPORES. IT IS BUYER'S RESPONSIBILITY TO KEEP THE UNIT CLEAN, DRY, WELL-VENTILATED AND FREE OF CONTAMINATION.

AS A RESULT OF, IN THE FIELD OF CONSTRUCTION, OTHER PERMITTED CHANGES TO THE UNIT, AND SETTING AND SHIFTING OF IMPROVEMENTS, ACTUAL SQUARE FOOTAGE OF A UNIT MAY ALSO BE AFFECTED. BY ACCEPTING TITLE TO A UNIT, THE APPLICABLE BUYER(S) SHALL BE DEEMED TO HAVE CONCLUSIVELY AGREED TO ACCEPT THE SIZE AND DIMENSIONS OF THE UNIT, REGARDLESS OF ANY NON-MATERIAL VARIANCES IN THE SQUARE FOOTAGE FROM THAT WHICH MAY HAVE BEEN DISCLOSED AT ANY TIME PRIOR TO CLOSING, WHETHER INCLUDED AS PART OF DEVELOPER'S PROMOTIONAL MATERIALS OR OTHERWISE. WITHOUT LIMITED TO THE GENERALITY OF THIS PARAGRAPH 31, EACH BUYER SHALL BE DEEMED TO HAVE FULLY WAIVED AND RELEASED THE DEVELOPER FROM ANY WARRANTY AND CLAIMS FOR LOSSES OR DAMAGES RESULTING FROM ANY NON-MATERIAL VARIANCES BETWEEN ANY REPRESENTED OR OTHERWISE DISCLOSED SQUARE FOOTAGE AND THE ACTUAL SQUARE FOOTAGE OF THE UNIT.

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, AS AMENDED FROM TIME TO TIME, INCLUDING, SPECIFICALLY, BUT WITHOUT LIMITATION, ANY REPRESENTATIONS AS TO: (A) THE EXISTENCE OF ANY "VIEW" FROM THE UNIT OR THAT ANY EXISTING "VIEW" WILL NOT BE OBSTRUCTED IN THE FUTURE, (B) TRAFFIC CONDITIONS IN, NEAR OR AROUND THE CONDOMINIUM, (C) DISTURBANCE FROM NEARBY PROPERTIES, OR (D) DISTURBANCE FROM AIR OR VEHICULAR TRAFFIC.

THE BUYER SHALL BE DEEMED TO REPRESENT AND WARRANT TO THE DEVELOPER THAT IN DECIDING TO ACQUIRE THE UNIT, THE BUYER RELIED SOLELY ON HIS INDEPENDENT INVESTIGATION OF THE UNIT AND THE CONDOMINIUM AS WELL AS THE CONVERSION INSPECTION REPORT INCLUDED WITH THE PROSPECTUS.

The provisions of this paragraph 30 shall survive the closing of this transaction.

32. Representations. Purchaser acknowledges, warrants, represents, and agrees that this Agreement is being entered into by Purchaser 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. Purchaser acknowledges and agrees that no such representations, including representations as to the ability or willingness of Seller or its affiliates to assist Purchaser in renting or selling the Unit, have been made by Seller, or any of its agents, employees or representatives. Purchaser further represents and warrants to Seller that Purchaser 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 Purchaser would not be obligated to fully comply with the terms of this Agreement and to close on the purchase of the Unit. Further, Purchaser understands and agrees that neither Seller, nor any brokerage company, in-house sales personnel nor other persons working by, through or under Seller, are under any obligation whatsoever to assist Purchaser with any resale of the Unit.

33. Waiver of Jury Trial. By Buyer's execution of this Agreement, Buyer agrees that neither Buyer nor any partner, assignee, successor, heir, or legal representative of Buyer (all of whom are hereinafter referred to as the "Parties") shall seek a jury trial in any lawsuit, proceedings, counterclaim, or any other litigation procedure based upon or arising out of this Agreement and other obligations evidenced hereby, any related agreement or instrument, or the dealings or the relationship between or among the Parties, or any of them, including but not limited to any claims of fraud or misrepresentation. None of the Parties will seek to consolidate any such action, in which a jury trial has been waived, with any other action in which a jury trial has not been waived. The provisions of this paragraph have been fully negotiated by the Parties with Seller, and these provisions shall be subject to no exceptions. Seller has in no way agreed with or represented to any of the Parties that the provisions of this paragraph will not be fully enforced in all instances

34. 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.

35. 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.

36. 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 special warranty deed. All other provisions shall be deemed merged into the special warranty deed.

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

38. Incorporation of 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.

39. 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.

40. Master Association Disclosure. The Condominium is part of a development known as "Fountain Lakes Community of Palm Beach" consisting of various parcels of properties. The Common Property of the Fountain Lakes Community of Palm Beach (as defined in the Master Covenants) is governed by Fountain Lakes Community Association, Inc. (the "Master Association") pursuant to the Master Covenants. The Master Covenants also contains certain

rules, regulations and restrictions relating to the use of the Condominium Property, including without limitation, the Common Elements and the Units, as well as the Common Property.

Witnesses:

_____

_____

_____

_____

PURCHASER:

_____

_____

Date of Signature: _____

SELLER:

THE GREENS DEVELOPER, LLC
a Florida limited liability company

By: _____
Authorized Representative

Date of Signature: _____

USA PATRIOT ACT RIDER

This Agreement and Purchaser's rights hereunder are subject to (i) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism ("USA PATRIOT ACT") Act of 2001, as the same may be amended from time to time, and corresponding provisions of future laws, and (ii) the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders"), and Purchaser represents and warrants that Purchaser is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"), This Agreement is terminable by Seller in the event that the above representations and warranties are not true and correct,

Executed this _____ day of _____, 2005.

Purchaser:

_____

_____

THE GREENS, A CONDOMINIUM
FINANCING ADDENDUM TO PURCHASE AGREEMENT

UNIT# _____ OF BUILDING #_____

This Financing Addendum replaces paragraph 4 of the Purchase Agreement ("Agreement").

The Agreement and Buyer's obligations under the Agreement to purchase the Unit are contingent upon Buyer obtaining a mortgage loan for the acquisition of the Unit if Buyer elects to obtain financing from one of the lenders made available by Seller ("Preferred Lender").

a. Within five days after the date that Buyer signs the Agreement, Buyer shall make a good-faith application for a mortgage loan with the Preferred Lender. Buyer will completely and truthfully supply all information and documents required in connection with Buyer's application, and within five days after request for any reason Buyer will provide any further information or documents to the Preferred Lender. Buyer shall notify Seller within two working days after Buyer's application is approved or rejected.

b. The mortgage Buyer applies for will be in the amount of $_____, and will provide for an interest rate, payment terms, and other terms and conditions of the Preferred Lender prevailing on the date of closing, or otherwise established or agreed to by the Preferred Lender.

c. If Buyer complies with the above requirements and Buyer's application is rejected or not unconditionally approved within 15 days from the date Buyer signs the Agreement, Seller at any time thereafter may request Buyer to apply for a mortgage with up to two additional lenders selected or approved by Seller, and Buyer will do so within five days after Seller's request and all of the provisions of this Financing Addendum will apply to Buyer's reapplications. If Seller does not request Buyer to reapply with another lender, or if Buyer's reapplications are rejected, Seller shall refund Buyer's deposits and terminate the Agreement. However, if Buyer does not get mortgage approval because Buyer failed to complete any form or supply any information, or because Buyer's application contained untrue, inaccurate, or unverifiable information, or because Buyer failed to comply with any of the requirements of this Financing Addendum, Buyer will not be entitled to terminate the Agreement and the Agreement will be deemed a cash sale, or at Seller's option Seller may declare Buyer in default. If Buyer shall be unable to obtain mortgage approval due to an adverse change in Buyer's personal or financial condition occurring after Buyer first applies for a mortgage, or if the Preferred Lender withdraws Borrower's approval after approving Borrower, Borrower will not be entitled to terminate the Agreement and the Agreement will be deemed a cash sale, or at Seller's option Seller may terminate the Agreement and refund the deposits to Buyer.

d. If (i) Buyer is married, Buyer's spouse will join in the loan application and will execute all mortgage documents; (ii) Buyer is a corporation, partnership or other entity, Buyer's principals and their spouses will join in Buyer's application and execute or guarantee all mortgage documents; and (iii) Buyer is approved for a loan with a co-signer, the co-signer will execute all mortgage documents, if required by the Preferred Lender, even though these persons may not have executed the Agreement or this Financing Addendum and in the event they fail to do so Buyer will be deemed in default.

e. Buyer agrees and shall be obligated to satisfy any liens or judgments against Buyer that might take priority over Buyer's mortgage or that are required to be satisfied by the Preferred Lender, and if Buyer fails to do so Buyer will be deemed in default.

f. If the Preferred Lender shall provide Buyer with the mortgage financing for the purchase of the Unit, Seller agrees at time of closing to credit Buyer one (1) percent of the purchase price of the Unit toward Buyer's closing costs. Buyer shall not be obligated to make payment of the Additional Deposit required under paragraph 2 of the Agreement if the Preferred Lender shall unconditionally approve Buyer's loan application.

g. If the Buyer closes within 30 days from the Agreement date, the Seller shall credit one (1) percent of the purchase price towards Buyer's closing costs.

SELLER
The Greens Developer, LLC, a Florida limited liability company

By:_____
Authorized Representative

BUYER

_____

_____

Date:_____

THE GREENS, A CONDOMINIUM,
AMENDMENT TO PURCHASE AGREEMENT

Unit #_____ of Building #_____

This Amendment to Purchase Agreement is made by and between THE GREENS DEVELOPER, LLC, a Florida limited liability company ("Seller") and _____ _____ ("Buyer").

Seller and Buyer entered into that certain Purchase Agreement ("Agreement") for the sale and purchase of a condominium unit at THE GREENS, a Condominium, which unit is described in the Agreement.

Seller and Buyer desire to amend the Agreement upon the following terms and conditions:

NOW, THEREFORE, in consideration of the foregoing, $10.00, and such other good and valuable consideration, the receipt and adequacy of which are acknowledged by the undersigned,

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. Once the Declaration of Condominium of The Greens, a Condominium is recorded in the Public Records of Lee County, Florida. Accordingly, closing of the title to the Unit shall occur within 45 days from execution date of the Agreement.

3. Except as amended hereinabove, all of the other terms and conditions of the Agreement are hereby restated, affirmed, ratified and shall be and remain in full force and effect.

The undersigned have executed this Amendment as of the day and year of the Agreement.

SELLER:

The Greens Developer, LLC a Florida limited liability company

By: _____

Date: _____

BUYER:

_____

_____

Date: _____

THE GREENS
PACKAGE ADDENDUM

UNIT# _____ OF BUILDING #_____

_____ **AS-IS PACKAGE**:

Buyer hereby elects to purchase the unit in "AS-IS" condition and a credit shall be deducted from the purchase price at closing in the amount of:

1/1 Credit	$_____
2/1 Credit	$_____
2/2 Credit	$_____

_____ **STANDARD PACKAGE:**

Package to include fresh paint, new carpet, tile in the foyer area, kitchen, and bathrooms. (All Developer selection in the standard upgrade package)

SELLER:
The Greens Developer, LLC, a Florida limited liability company

By: _____

Date: _____

BUYER:

_____

_____

Date: _____

EXHIBIT "A" TO PURCHASE AGREEMENT

RECEIPT FOR CONDOMINIUM DOCUMENTS
THE GREENS, A CONDOMINIUM

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

Name of Condominium: THE GREENS, A CONDOMINIUM

Address of Condominium: 3100-3180 Seasons Way, Estero, Florida 33928

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

Document	Received by Hard Copy	Received by Alternative Media
Prospectus Text		
Declaration of Condominium		
Articles of Incorporation		
By-Laws		
Estimated Operating Budget		
Form of Agreement for Sale or Lease		
Rules or Regulations		
Covenants and Restrictions		
Ground Lease	N/A	N/A
Management and Maintenance Contracts for More than One Year	N/A	N/A
Renewable Management Contracts		
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominium(s)	N/A	N/A
Lease of Recreational and Other Facilities to be Used by Unit Owners with other Condominiums	N/A	N/A
Declaration of Servitude	N/A	N/A
Sales Brochures	N/A	N/A
Phase Development Description	N/A	N/A
Form of Unit Lease if a Leasehold	N/A	N/A
Description of Management for Single Management of Multiple Condominiums	N/A	N/A
Conversion Inspection Report		
Conversion Termite Inspection Report		
Plot Plan		
Floor Plan		
Survey of Land and Graphic Description of Improvements		
Frequently Asked Questions and Answer Sheet		
Financial Information	N/A	N/A
State or Local Acceptance / Conversion Municipality Letter		
Evidence of Developer's Ownership, Leasehold or Contractual Interest in the Land Upon Which the Condominium is to be Developed		
Executed Escrow Agreement		
Florida Building Energy-Efficiency Rating Act energy-efficiency rating information brochure prepared by the State of Florida Department of Community Affairs		
Alternative Media Disclosure Statement		

Document	Received	OR	Made Available for Inspection	By Alternative Media
Plans and Specifications	N/A		N/A	N/A

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

EXECUTED THIS _____ DAY OF _____, 2005.

_____
Purchaser

_____
Purchaser