

BELLEAIR GRANDE, L.P

AGREEMENT FOR SALE AND PURCHASE OF INVENTORY HOME UNDER CONSTRUCTION

THIS SALE AND PURCHASE AGREEMENT entered into the ____ day of _____, 20____ by and between _____ A(PURCHASER@) whose address is _____ and ("SELLER"), BELLEAIR GRANDE, L.P. whose address is 9400 River Crossing Blvd., Suite 102, New Port Richey, Florida 34655.

I. DESCRIPTION OF PROPERTY.

PURCHASER hereby agrees to purchase a home currently under construction for SELLER, and SELLER agrees to sell and convey to PURCHASER real property with improvements being situated in the County of Pinellas, State of Florida, legally described as follows ("the Property"):

II. INVENTORY HOME UNDER CONSTRUCTION: Deeb Family Homes, Inc. (the "Builder"), the exclusive builder approved by Belleair Grande, is currently constructing the home and other improvements on the Property under a construction agreement with Belleair Grande, L. P. The Property with improvements will be sold and conveyed to PURCHASER at closing upon completion of that construction. The home and other improvements will be built and completed by the Builder prior to Closing under its agreement with SELLER and in accordance with the Construction Plans, and the Features and Specifications, Color Sheet, Upgrade Agreement and Floor Plan included in the Home Specifications, Selections and Upgrade Package which have been agreed to between SELLER and Builder as attached hereto and incorporate herein as Addendum A, and which by their initials at designated locations therein and by PURCHASER'S signature hereon, have been approved and accepted by PURCHASER.

PURCHASER understands that the agreement to construct the home is exclusively between the SELLER and the Builder, and PURCHASER agrees that supervision of the working force, including, but not limited to, all subcontractors, is to be done exclusively by the Builder and PURCHASER may not issue any instructions to the working force or otherwise hinder construction or installation of the improvements on the Property. In the event PURCHASER elects to engage a third-party home or construction inspector to monitor or inspect construction said inspector shall be at the PURCHASER'S sole expense. PURCHASER'S inspector is engaged for the benefit of the PURCHASER only, holds no authority over Builder or progress of construction, and may not issue any instructions to the working force or otherwise hinder construction or installation of the improvements on the Property. SELLER and Builder will allow PURCHASER'S inspector reasonable access to the construction site so long as the inspector is insured against any loss, injury or damage he may cause at the construction site, is accompanied by Builder's authorized personnel at all times when on the site, and said inspector holds SELLER and Builder harmless against any potential any loss, injury or damage he may sustain at the construction site.

The Upgrade Agreement included in the Home Specifications, Selections and Upgrade Package represents the selections and upgrades contracted by SELLER with Builder that have been approved and accepted by the PURCHASER. As between the SELLER and the Builder, in the event of a conflict between the selections and upgrades specified in the Upgrade Agreement and the Color Sheet, the selection specified in the Upgrade Agreement prevails and controls over the selection in the Color Sheet. The PURCHASER may, from time to time, request that the SELLER make specified changes to the Home Specifications, Selections and Upgrades specified in SELLER'S construction agreement with the Builder. **Any such requests must be made and finalized within six (6) weeks of the date of execution of this Agreement** and must be specified by writing in the Change Request Agreement Form attached hereto as Addendum B, executed in each instance by both PURCHASER and SELLER, and subject to the express terms thereof. SELLER and Builder reserve the right to reject any Change Request submitted after six (6) weeks of the date of execution of this Agreement and in that event, any Specification, Selection and/or Upgrade for which PURCHASER has made no timely Change Request, or which is the subject of the PURCHASER'S untimely request, will remain that which was originally

selected, specified and/or agreed to between the SELLER and the Builder. Alternatively, the SELLER may extend the time for PURCHASER to request that the SELLER make specified changes to the Home Specifications, Selections and Upgrades at a charge of \$250.00 per day, for each day beyond the six (6) week deadline, exclusively at the SELLER'S option.

Only the products and materials on display in Deeb Family Homes, Inc.'s showroom are available for selection and incorporation into the home. No products from manufacturers or suppliers other than those selected by the SELLER or which are available in the Builder's showroom are permitted.

THERE MAY BE SLIGHT VARIATIONS IN HUE OR COLOR IN ALL NATURAL PRODUCTS, SUCH AS STONE OR MARBLE, AND/OR PRODUCTS MANUFACTURED USING NATURAL RAW MATERIALS, SUCH AS QUARTZ, CONCRETE OR CLAY, FROM LOT-TO-LOT AND/OR PIECE-TO-PIECE, AND THAT THERE MAY BE SLIGHT VARIATIONS IN HUE OR COLOR BETWEEN THE PRODUCT SAMPLES FROM WHICH SELECTIONS ARE MADE AND THE FINAL PRODUCT DELIVERED AND INSTALLED AT THE HOME. PURCHASER ACKNOWLEDGES THAT SUCH VARIATIONS ARE AN INHERENT PART OF THE SELECTION PROCESS AND ARE TO BE EXPECTED WHEN SELECTING NATURAL PRODUCTS OR PRODUCTS MANUFACTURED USING NATURAL RAW MATERIALS FOR INCORPORATION INTO THE HOME.

Accordingly and from time to time prior to completion of construction and Closing the Builder may request that SELLER agree to specified changes to its construction agreement with SELLER in order to provide for payment of additional sums from the SELLER for selections or upgrades that are not contracted between SELLER and Builder as part of the Upgrade Agreement, but which the SELLER has listed on the Color Sheet as it was approved and accepted by the PURCHASER. If, and in that event, SELLER may require as a condition to changing its construction agreement to provide for payment from Seller to Builder for such upgrade, that PURCHASER execute and return, and comply with the express terms of, a Change Request Agreement in the Form attached hereto, as Addendum B.

III. PURCHASE PRICE AND METHOD OF PAYMENT.

PURCHASER agrees to pay the Total Purchase Price to SELLER as follows:

Purchase Price:

| | | |
|----|----------------------|----------|
| a. | Purchase Price | \$ _____ |
| | TOTAL PURCHASE PRICE | \$ _____ |

Method of Payment:

| | | |
|----|--|----------|
| a. | Initial Deposit | \$ _____ |
| b. | LESS: Additional deposit(s) due on or before: | \$ _____ |
| | | \$ _____ |
| | | \$ _____ |
| c. | Balance due at Closing (Subject to adjustments and prorations provided for herein) | \$ _____ |
| | TOTAL PURCHASE PRICE | \$ _____ |

IV. FINANCING.

☐ (a) PURCHASER will pay cash for the purchase of the Property and improvements at Closing. There are no contingencies to PURCHASER'S obligation to close. If PURCHASER obtains a loan for any part of the Purchase Price of the Property, PURCHASER acknowledges that any terms and conditions imposed by PURCHASER'S lender(s) or by Consumer Financial Protection Bureau Requirements shall not affect or extend the PURCHASER'S obligation to close or otherwise affect any terms or conditions of this Agreement.

☐ (b) All or part of the Purchase Price is to be financed by a third-party mortgage loan. PURCHASER agrees to make application for such financing within five (5) days of execution of this Agreement and to obtain approval of a loan within ____ days (if left blank, then 30 days from execution of this Agreement.) There are no other contingencies to Buyer's obligation to close. Failure by the Buyer to make timely application, obtain all appraisals and obtain loan approval will, at Seller's option, will constitute a default of this Agreement by Buyer and Seller shall have the right to cancel and retain all deposits in accordance with Paragraph XI(a) hereof. PURCHASER understands that the application for mortgage financing must be fully completed, and that PURCHASER is to attempt to qualify for the mortgage in good faith, to use reasonable diligence to obtain the mortgage loan commitment, to comply with the terms and conditions of the commitment obtained, and to timely close the mortgage loan. For this purpose, "diligent effort" includes, but is not limited to, requesting any necessary appraisals within five (5) days of execution of this Agreement, timely furnishing all documents and information, and paying all fees and charges requested by PURCHASER'S mortgage broker and lender in connection with PURCHASER'S mortgage loan application.

(c) PURCHASER agrees to pay all loan fees and closing costs charged by the lender in connection with the mortgage, to pay any prepaid interest due on the mortgage at the time of closing, to pay any amounts the lender may require for escrow for taxes and insurance, and to pay any other costs that may be incurred to obtain the mortgage.

(d) PURCHASER shall keep SELLER fully informed about the status of PURCHASER'S mortgage loan application, loan approval, and loan processing and authorizes PURCHASER'S mortgage broker, lender, and closing agent to disclose such status and progress, and release preliminary and finally executed closing disclosures and settlement statements to SELLER. **Upon PURCHASER obtaining loan approval, PURCHASER shall promptly deliver written notice of such approval to SELLER. If PURCHASER is unable to obtain loan approval after the exercise of diligent effort, then at any time prior to expiration of the loan approval period, PURCHASER may provide written notice to SELLER stating that PURCHASER has been unable to obtain loan approval and has elected to either:**

- (i) **waive loan approval, in which event this Agreement will continue as if loan approval had been obtained, or;**
- (ii) **terminate this Agreement.**

(e) If Buyer fails to timely deliver either notice provided in Paragraph (d), above, to Seller prior to expiration of the loan approval period, the loan approval shall be deemed waived in which event this Agreement will continue as if loan approval had been obtained, provided however, that Seller may elect to terminate this Agreement by delivering written notice to Buyer within 3 days after expiration of the loan approval period.

(f) If loan approval has been obtained, or deemed to have been obtained under Paragraph (e) above, and Buyer fails to close this Agreement it will constitute a default of this Agreement by Buyer and Seller shall have the right to cancel this Agreement and retain all deposits in accordance with Paragraph XI(a) hereof.

If PURCHASER obtains financing from a source other than an institutional lender, PURCHASER shall, within thirty (30) days from the execution of this Agreement, provide evidence satisfactory to the SELLER, of cash or readily marketable securities sufficient to fund the Total Purchase Price. If the financial information provided by PURCHASER is not satisfactory to SELLER, or is not provided within the time specified, SELLER may cancel this Agreement.

CREDIT INFORMATION AUTHORIZATION: PURCHASER authorizes the person(s) or entity(ies) to whom this offer to purchase is made and/or subsequent mortgage loan application is made, or any credit bureau or other investigative agency employed by such person(s) or entity(ies) pertaining to PURCHASERs credit and financial responsibility. PURCHASER will indemnify and hold harmless any person, credit bureau, investigative agency or other entity for any damages or liability arising from an investigation of PURCHASER'S credit and financial responsibility.

V. EARNEST MONEY DEPOSITS: Upon the execution of this Agreement by both PURCHASER and SELLER, PURCHASER shall deliver to SELLER by U.S. cash, certified or cashier's check, or personal check payable to the SELLER in

the amount of the Initial Earnest Money Deposit. If this sale-purchase transaction closes as contemplated in this Agreement, the amount of the earnest money deposits shall be applied against the Purchase Price at the time of closing.

DEPOSITS: THE PURCHASER OF A ONE OR TWO-FAMILY RESIDENTIAL DWELLING HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO TEN PERCENT OF THE PURCHASE PRICE) DEPOSITED IN AN INTEREST BEARING ESCROW ACCOUNT, THIS RIGHT MAY BE WAIVED, IN WRITING, BY THE PURCHASER, (FLORIDA STATUTE 501.1375). PURCHASER HEREBY WAIVES THE RIGHT TO HAVE ANY DEPOSIT FUNDS DEPOSITED IN AN INTEREST BEARING ESCROW ACCOUNT.

By initialing below, PURCHASER waives the right to have the deposit held in an escrow account, and PURCHASER understands that the deposit may be used by SELLER without further notice to PURCHASER.

Initials _____ Initials _____

VI. CLOSING. The PURCHASER shall pay (or cause to be paid) the full balance due under this Agreement and the Closing shall occur within ten (10) days following completion of construction, and issuance of a Certificate of Occupancy or written approval of final inspection for the residence under construction by the applicable governmental agency. **Upon receipt of a Certificate of Occupancy or written approval of final inspection for the residence the SELLER will notify the PURCHASER in writing, delivered to the PURCHASER'S mailing address first-above, by email at _____, or by fax at _____. Failure to Close and pay (or cause to be paid) the balance due under the contract in full within Ten (10) days of notice to PURCHASER of receipt of the Certificate of Occupancy or written approval of final inspection shall constitute a default under the express terms of this Agreement by the PURCHASER. Upon such default and as a condition to Closing this Agreement and delivering title and occupancy of the home to the PURCHASER post-default, SELLER may agree to extend the closing date on condition that the PURCHASER shall, in addition to the balance due, pay SELLER interest on the unpaid contract balance at the rate of 18% per annum from the date Ten (10) days after notice of receipt of the Certificate of Occupancy is delivered to PURCHASER up to, and including, the date full payment is received from PURCHASER to SELLER.**

When the home is substantially completed the SELLER will provide PURCHASER with a new home orientation walkthrough at which SELLER will provide PURCHASER with an inspection statement that PURCHASER must use to list any items requiring completion, or which PURCHASER believes to be defective or non-conforming (a so-called "punch-list"). PURCHASER must promptly inspect the work and identify, in writing, all such defects during the new home orientation. SELLER will direct Builder to complete and/or correct the defects that were identified by PURCHASER during the new home orientation which SELLER agrees require completion or correction within a reasonable time before, or after Closing but **completion or correction of punch-list items shall not alter the PURCHASER'S obligations to Close and deliver final payment as set-forth herein above.**

Based on Builder's experience in this area if construction has not already started, once construction starts a home of this type will take _____ months of time to substantially complete. Start of construction is defined as the date on which site work is commenced and after the building permit has been issued and received. Based on SELLER'S experience in this area, homes of this type if already under construction will take _____ months of time to substantially complete. Construction of this home ____ has started/____ has not started, and accordingly, it is estimated that Closing of this Sale/Purchase shall take place on or before _____, 20 ____.

(a) Closing: Closing shall take place at a location designated by the Seller unless otherwise agreed in writing. At either party's option, the Closing will be accomplished by an exchange of the required documents by overnight courier

(b) PURCHASER'S Closing Costs: Upon the Closing of the Lot purchase, additional costs shall be borne by the PURCHASER in the form of closing costs. A list of the major closing costs for which PURCHASER will be responsible includes, but is not limited to:

- (1) Prorated Real Estate Taxes, if paid by Seller in advance

- (2) Homeowner's Dues/Assessments
- (3) Documentary (Deed) Stamps (\$.70 per \$100)

Additionally, if the PURCHASER is obtaining a first mortgage to finance this purchase, PURCHASER will also be responsible for additional closing costs. A list of these closing cost items includes, but is not limited to, the following:

- (1) Homeowner's Insurance
- (2) Service Fee (or Origination Fee) on any new mortgage
- (3) Intangible Tax (\$.20 per \$100) on any new mortgage
- (4) Documentary Stamps (\$.35 per \$100) on a new note
- (5) Recording Fee on mortgage
- (6) Credit Report expense
- (7) Attorney/Document preparation fees
- (8) Appraisal Fees
- (9) Owner/Mortgage title insurance costs
- (10) Tax service fees
- (11) Escrowed Funds for real estate taxes and homeowner's insurance
- (12) Courier/Express Mail Fees
- (13) Final Certified Survey
- (14) Premium for private mortgage insurance.

VII. WARRANTIES. The residence and other improvements on the subject real property are currently under construction for SELLER by Deeb Family Homes, Inc., the Florida Licensed builder exclusively approved by SELLER to build any structure in Belleair Grande. Upon completion by Deeb Family Homes, Inc., the residence will be sold, transferred and delivered by SELLER to PURCHASER. At closing SELLER will assign any warranties furnished SELLER by Deeb Family Homes, Inc. and will re-assign any warranties furnished by any manufacturers of manufactured products incorporated into the completed residence. The Residence will be sold and delivered by SELLER to PURCHASER at closing "as-is", "where-is", and no warranties, express or implied, are, or will be, made by SELLER and are hereby specifically disclaimed.

**VIII. DECLARATION OF RESTRICTIONS AND CHARGES FOR MAINTENANCE OF THE COMMON PROPERTY.
HOMEOWNERS= ASSOCIATION/COMMUNITY DISCLOSURE**

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 689.26, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY PURCHASER BY DELIVERING TO SELLER OR SELLER=S AGENT WRITTEN NOTICE OF THE PURCHASER=S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING. WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. PURCHASER=S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

PURCHASER SHOULD NOT EXECUTE THIS CONTRACT UNTIL PURCHASER HAS RECEIVED AND READ THIS DISCLOSURE.

DISCLOSURE SUMMARY FOR BELLEAIR GRANDE

- 1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU G WILL G WILL NOT BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS= ASSOCIATION (AASSOCIATION@).**
- 2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANT (ACOVENANTS@) GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.**
- 3. YOU G WILL GWILL NOT BE OBLIGATED TO PAY A ONE TIME, INITIAL CAPITAL CONTRIBUTION TO THE ASSOCIATION IN THE AMOUNT OF \$_____ AT CLOSING. YOU G WILL GWILL NOT BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF**

APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____. YOU G WILL G WILL NOT BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE THE CURRENT AMOUNT IS \$ _____ PER _____.

4. YOU G WILL G WILL NOT BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

4. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS= ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

5. THERE G IS G IS NOT AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS= ASSOCIATION. (If such obligation exists, then the amount of the current obligation is \$ _____)

6. THE COVENANTS G CAN G CANNOT BE AMENDED WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR, IF NO MANDATORY ASSOCIATION EXISTS, PARCEL OWNERS.

7. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.

8. THESE DOCUMENTS ARE MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

IX. **FUNDS.** Cash to be paid at closing shall be by Electronic Funds Transfer ("EFT" or "wire transfer") or Automated Clearing House ("ACH") payment to the Closing Agent.

X. **TITLE OF PURCHASER.** At closing, SELLER will transfer title to the Property to PURCHASER by Warranty Deed, subject only to the following exceptions: (a) the provisions of the Declaration and all exhibits thereto, as may be amended from time to time; (b) all matters as shown on the Plat; (c) taxes and assessments for the year of closing and subsequent years; (d) restrictions, prohibitions, reservations, conditions, agreements, limitations and easements of record prior to closing or imposed by governmental authorities having jurisdiction or control over the subject property (provided, however, none of the foregoing shall prevent the use of the property for residential single-family purposes); (e) zoning, building code, ordinances, regulations, rights or interests vested in the United States, the State of Florida or any local governmental entity having jurisdiction over the Property; (f) matters of survey; (g) PURCHASER'S mortgage, if any; and (h) any other items which PURCHASER has approved through the title insurance commitment approval process and discussed below. The foregoing shall be considered to be the "Permitted Exceptions." Prior to closing, SELLER will deliver to PURCHASER a title insurance commitment issued by a title insurance company authorized to do business in the State of Florida, agreeing to issue to PURCHASER a policy of title insurance for the Property. PURCHASER shall have five (5) days from the date of receiving the title insurance commitment to examine the same and notify SELLER of any objections to matters of title other than the Permitted Exceptions and matters to be satisfied at closing. If PURCHASER does not object to such other matters shown on the title insurance commitment within such five (5) day period, then such other matters shall also automatically be considered to be included within the Permitted Exceptions. SELLER shall have ninety (90) days after receiving PURCHASER'S written notice of any objections to title to correct any defects in title which defects would render title unmarketable, but SELLER is not obligated to do so. If SELLER cannot or elects not to correct the title defects, PURCHASER shall have two (2) options: (i) PURCHASER can accept title on the condition offered (with defects) and pay the full purchase price for the Property and PURCHASER will not make any claims against SELLER because of such defects; or (ii) PURCHASER can cancel this Agreement and receive a full refund of PURCHASER'S deposit(s), together with any accrued interest actually earned thereon, in which event SELLER shall be relieved of all obligations under this Agreement when SELLER refunds PURCHASER'S deposit(s) and such interest.

XI. FAILURE OF PERFORMANCE.

(a) **PURCHASER'S Failure to Perform:** Should PURCHASER fail to close this transaction as provided herein, or to perform any of the PURCHASER'S other obligations hereunder, time being of the essence, SELLER may either (i) terminate this Agreement by notice to the PURCHASER, whereupon PURCHASER'S Deposits are non-refundable and shall be paid to SELLER as liquidated, agreed damages (and not as a penalty) due to PURCHASER'S default, and the parties shall have no further rights or obligations hereunder, or (ii) seek specific performance of PURCHASER'S obligations under this Agreement. PURCHASER and SELLER agree that it would be impractical or extremely difficult to determine SELLER'S actual damages if PURCHASER defaults.

(b) **SELLER'S Failure to Perform:** If SELLER fails to perform pursuant to the terms of this Agreement, except for SELLER'S inability to provide a marketable title after a diligent effort as provided at Paragraph 5 hereof, PURCHASER shall be entitled, as its exclusive remedies: (I) refund of all payments made by PURCHASER to SELLER, in which case PURCHASER waives all legal or equitable claims it may have against SELLER, or (ii) specific performance of the SELLER obligations under this Agreement.

XII. PRORATIONS. The following items shall be prorated as of the date of closing, unless possession is delivered to PURCHASER prior to the closing, in which event the prorations shall be as of the date of delivery of possession:

- (a) monthly charges for maintenance of the Common Property for the Property pursuant to the Declaration; and
- (b) general real estate taxes for the year of closing.

XII. MANNER OF CONVEYANCE. SELLER will deliver to PURCHASER a Warranty Deed and an Affidavit of No Liens with respect to the Property.

XIV. OCCUPANCY AND DISBURSEMENT. Occupancy shall be delivered to PURCHASER at closing. The granting of any limited right of possession or access by SELLER to PURCHASER prior to closing shall not constitute a waiver by SELLER of any of PURCHASER'S obligations.

XV. DISPUTE RESOLUTION. PURCHASER and SELLER agree that any dispute involving the PURCHASER and SELLER, including but not limited to: (i) this Agreement, the Property, or any dealings between PURCHASER and SELLER, (ii) any claim arising by virtue of warranties or representations alleged to have been made by SELLER or its representatives; and (iii) any personal injury or property damage alleged to have been sustained by PURCHASER on the property, shall first be submitted to mediation. The mediation shall be conducted in accordance with the American Arbitration Association's ("AAA") Commercial or Construction Industry Mediation Rules, as appropriate.

If the matter is not fully resolved through mediation, then the matter will be submitted to binding arbitration, as provided by the Federal Arbitration Act (9 U.S.C. § 1, et seq.) or by Chapter 682 of the Florida Statutes. The arbitrator shall have the right to award reasonable attorney's fees and costs, including those incurred during mediation and arbitration.

PURCHASER and SELLER agree to waive their right to have any disputes resolved by a court or jury. However, either party may petition a court having jurisdiction over the matter to confirm and enforce the arbitrator's award. Unless otherwise awarded by the arbitrator(s), the costs of mediation and arbitration shall be borne equally by the PURCHASER and SELLER. The provisions of this section shall survive closing on the Property.

In the event that PURCHASER demands Arbitration as provided herein, SELLER may be relieved of all claims or liabilities arising out of or in any way connected with this Agreement by tendering to PURCHASER all funds PURCHASER has paid to SELLER under this Agreement. If SELLER has transferred the Property to PURCHASER as part of this Agreement, PURCHASER will transfer all right title and interest in the Property lot to SELLER within ten (10) days of the tender. Upon receipt of the tender as set forth above, PURCHASER shall have no further claims against SELLER of any kind and specifically release SELLER from all claims it may have against SELLER arising out of or connected in any way

with this Agreement

XVI. RECORDING. Neither this Agreement nor any notice or memorandum hereof may be recorded in the public records. Any such recording by PURCHASER shall constitute a substantial breach and default of this Agreement.

XVII. ASSIGNABILITY. This Agreement is not assignable by PURCHASER and any attempted assignment thereof shall be null and void unless consented to in writing by SELLER.

XVIII. GOVERNING LAW; PARTIES BOUND. This Agreement shall be construed in accordance with the laws of the State of Florida, and shall, except as otherwise expressly provided herein, bind and inure to the benefit of the heirs, personal representatives, successors and assigns of PURCHASER and SELLER. As used in this Agreement, the word "PURCHASER" shall mean all purchasers, jointly and severally, if there be more than one.

XIX. ENTIRE AGREEMENT; MODIFICATION SURVIVAL. This Agreement contains the entire understanding between PURCHASER and SELLER, and PURCHASER hereby warrants that he has not relied on any verbal representations, advertising, portrayals, or promises. This Agreement may not be modified, amended or rescinded, except by a written agreement signed by both PURCHASER and SELLER. The provisions and disclaimers in this Agreement which are intended to have effect after closing will survive closing and delivery of the deed.

XX. NOTICES. Unless otherwise notified in writing, notices shall be deemed duly sent if mailed by certified mail, return receipt requested, to either SELLER'S or PURCHASER'S respective address as listed on the first page hereof.

XXI. RISK OF LOSS. SELLER shall bear the risk or loss prior to closing unless possession of the Property is delivered to PURCHASER prior to closing, and in the latter event, the risk of loss shall be borne by PURCHASER as of the date of delivery of possession.

XXII. ENERGY EFFICIENCY AUDIT. PURCHASER has been provided with the Florida Department of Community Affairs brochure relative to energy efficiency ratings. PURCHASER ____ does ____ does not request an energy audit to be performed at PURCHASER's expense pursuant to Florida Statutes Section 553.996. This contract ____ is ____ is not contingent upon the approval rating.

XXIII. RADON GAS. RADON DISCLOSURE: Radon is a naturally occurring radioactive gas that, when accumulated in sufficient quantities, may present health risk to persons who are exposed to it over time. Radon levels that exceed federal and state guidelines have been found in buildings in Florida, both new and old. Additional information regarding Radon and Radon testing may be obtained from your county health unit.

SELLER MAKES NO REPRESENTATION AS TO THE PRESENCE OR LACK OF RADON OR OTHER HAZARDOUS ENVIRONMENTAL CONDITION, OR AS TO THE EFFECT OF RADON OR ANY SUCH CONDITION ON THE NEW HOME RESIDENTS. SELLER DISCLAIMS AND ASSUMES NO LIABILITY AND PURCHASER WAIVES ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF HABITABILITY OR FITNESS OF PURPOSE THAT COULD BE CONSTRUED TO COVER THE PRESENCE OF RADON OR OTHER ENVIRONMENTAL POLLUTANTS. THE ONLY WARRANTY THE SELLER PROVIDES TO THE PURCHASER ARE THOSE CONTAINED IN SELLER'S LIMITED WARRANTY.

XXIV. GEOLOGICAL AND ENVIRONMENTAL CONDITIONS. PURCHASER has personally inspected and approved the Lot. To the extent Seller has performed any geological or environmental tests or surveys of the property such tests or surveys are available to the PURCHASER at the office of Seller. Seller makes no representations or warranties as to the accuracy of such tests or surveys. Seller makes no representations or warranties concerning geological or environmental matters such as sinkholes, deleterious soils, or radon gas and specifically excludes such geological or environmental matters from any warranties given under this Agreement.

SELLER DOES NOT EXPRESSLY OR IMPLIEDLY WARRANT SOIL OR SUBSURFACE CONDITIONS OF THE SUBJECT PROPERTY. OWNERS EXPRESSLY ASSUME THE RISK OF ANY AND ALL LOSS OR DAMAGE CAUSED BY SOIL OR

SUBSURFACE CONDITIONS WHETHER SUCH CONDITIONS COULD HAVE BEEN DISCOVERED PRIOR TO CONSTRUCTION BY APPROPRIATE TESTING.

XXV. PROPERTY TAX DISCLOSURE. As required by Section 689.261 of the Florida Statutes, Seller makes the following disclosure concerning property taxes:

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

XXVI. MOLD AND MILDEW. Mold and mildew are naturally occurring phenomenon in Florida due to the humidity and high temperatures. Mold is present in all areas of a home. The vast majority of molds are harmless to humans. Mold is caused by the presence of moisture and a food source. Elimination of the moisture source is the most critical element in controlling mold. Sufficient moisture to allow growth of mold is present when the humidity level reaches 70%. Even well constructed homes will experience mold growth when the air conditioning equipment is not properly used to control the humidity in the home. PURCHASER acknowledges that it is PURCHASER's responsibility to prevent and avoid mold and mildew growth. **For this reason, SELLER disclaims all responsibility for mold growth in the home. PURCHASER and SELLER agree that mold growth is a consequential damage and Owners expressly waive any claims for consequential damages whether arising from mold or any other cause.**

XXVII. TIME IS OF THE ESSENCE. Except as otherwise expressly provided herein, time is of the essence for all performance under this Agreement.

XXVIII. BROKERS. PURCHASER represents that PURCHASER has not dealt with any real estate broker or other agent other than SELLER's representatives and _____. PURCHASER agrees to indemnify and hold SELLER harmless from: (i) the claim of any real estate broker or sales agent other than the above named broker(s) and (ii) the claims of any real estate broker, including the above named broker(s), and in the event of PURCHASER'S default hereunder, such indemnification obligations shall survive the closing of this transaction.

XXIX. EFFECTIVE DATE. This Agreement shall become effective on the date when the last one of PURCHASER and SELLER have signed this Agreement.

XXX. SURVIVAL. The provisions and disclaimers in this Agreement which are intended to have effect after closing will survive closing and delivery of the deed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date(s) indicated below.

PURCHASER(S):

Name: _____
Social Security No.: _____
Date: _____

Name: _____
Social Security No.: _____
Date: _____

SELLER: BELLEAIR GRANDE, L.P.

By: _____
Name: _____
Title: _____
Date: _____

[Addendum A]
Home Specifications, Selections and Upgrade Package
(containing the Construction Plans, and the Features and Specifications, Color Sheet, Upgrade Agreement and Floor
Plan)

PLACEHOLDER

[Addendum B]
CHANGE REQUEST AGREEMENT
(Sale of Inventory Home Under Construction)

Project: Belleair Grande **Lot:** _____

PURCHASERS: _____

Seller: Belleair Grande L.P.

Date of Sale/Purchase Agreement: _____

Change Number: _____ Date of Change Request: _____

Deeb Family Homes, Inc., ("the Builder") the exclusive builder approved by Belleair Grande, L.P., is currently constructing a home and other improvements on Lot _____ under a construction agreement with Belleair Grande, L. P. The PURCHASER has entered into a Sale/Purchase Agreement to purchase the Lot and improvements from Belleair Grande, L.P. upon completion of construction, and has requested that Belleair Grande, L. P., make the following change to its agreement with the Builder:

DESCRIPTION OF REQUESTED CHANGE:

Belleair Grand, L.P. agrees to change its Agreement with the Builder in accordance with the foregoing upon execution of this Change Request Agreement and payment from PURCHASER to Belleair Grand, L. P. as follows:

Processing Fee: \$ _____

Change Request Fee: \$ _____

Total Amount Due*: \$ _____

***PURCHASER must pay the Total Amount Due at the time PURCHASER signs this Change Request Agreement. PURCHASER acknowledges and accepts that any changes to Belleair Grand, L.P.'s agreement with the Builder may delay completion of construction of the home and other improvements which delay may, in turn, require that the agreed date for closing at Paragraph VI of their Sales/Purchase be extended accordingly.**

Accepted by:

PURCHASER: _____ Date: _____

PURCHASER: _____ Date: _____

Check Number of Payment: _____

ACCEPTANCE BY CORPORATE OFFICER: Belleair Grande L.P., A Florida Limited Partnership

Corporate Officer _____ Title: _____

Date: _____

ASSIGNMENT AND RE-ASSIGNMENT OF WARRANTIES

THIS ASSIGNMENT AND RE-ASSIGNMENT OF WARRANTIES (the "Assignment") is entered into _____, 2016, (the "Effective Date"), by and between _____, Assignor and _____, Assignee(s).

WITNESSETH:

WHEREAS Assignor as seller, and Assignee(s) as buyer, are parties to that certain Agreement for Sale and Purchase of Inventory Home Under Construction Residence, dated _____, 2016, for the sale and purchase of the Lot with improvements in _____, described on Exhibit "A", attached hereto (the "Property"); and

WHEREAS, under a previous agreement Assignor has caused to be constructed on the Property a residence and other improvements by Deeb Family Homes, Inc., a licensed Florida Builder; and

WHEREAS, the Agreement for Purchase and Sale of Existing Residence provides that in addition to conveying the Property and improvements to Assignee(s), Assignor will assign to Assignee(s) on a non-exclusive basis all express warranties given to Assignor by Deeb Family Homes, Inc., a copy of such Limited Warranty being attached hereto as Exhibit "B", and that Assignee would re-Assign to Assignee(s) any Assignment of Manufactured Product Warranties Assigned to Assignor by Deeb Family Homes, Inc., such Assignment of Manufactured Product Warranties being attached hereto as Exhibit "C", and;

WHEREAS Assignee desires to assign to Assignee(s) and Assignee(s) desire to accept from the Assignor the Warranties, and to re-assign the Assignment of Manufactured Product Warranties on the terms and conditions set forth in this Assignment.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor and Assignee(s) agree as follows:

1. Assignment and Acceptance. Assignor hereby assigns to Assignee(s), on a non-exclusive basis, all of Assignor's right, title and interest in and to the Warranties, to the extent same are assignable, subject to the terms and conditions of this Assignment. This Assignment is made in connection with the transfer of the Lot and improvements to Assignee of even date herewith.

2. Non-exclusive Nature of Assignment. The assignment of Warranties and re-assignment of Assignment of Manufactured Product Warranties hereunder is a partial, non-exclusive assignment, in that Assignor shall not by reason of such

assignment release any third party from that third parties liability to Assignor for indemnifications, obligations, breaches of representations or warranties to Assignor or performance failures in conjunction with the construction of the residence or improvements and any work on or off the property.

3. This Assignment shall be binding on and inure to the benefit of the parties hereto, their successors and assigns.

EFFECTIVE as of this _____ day of _____, 2016.

“ASSIGNOR”

BELLEAIR GRANDE, L.P.

By: _____

Its: _____

“ASSIGNEE(S)”

EXHIBIT "A"

Property Description

Lot ____ Subdivision _____

Legal Description (Address) _____

LIMITED WARRANTY

Limited Warranty. Builder warrants the residence against any defects in workmanship and materials appearing within one year of closing on the Property. Builder will correct covered defects upon written notice from Buyer. If Buyer fails to give notice of a defect and an opportunity for Builder to correct within the warranty period, Buyer waives the right to require Builder to make the correction.

THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. THIS LIMITED WARRANTY EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES AND LIMITS THE DURATION OF IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW.

Warranty Limitations

1. Concrete

Concrete foundations, steps, walks, drives, and patios can develop cracks that do not affect the structural integrity of the building. These cracks are caused by characteristics of the concrete itself. No reasonable method of eliminating these cracks exists. This condition does not affect the strength of the residence.

2. Masonry and Mortar

Masonry and mortar can develop cracks from shrinkage of either the mortar or the brick. This condition is normal and is not considered a defect.

3. Wood

Wood will sometimes check or crack or the fibers will spread apart because of the drying out process. This condition is most often caused by the heat inside the house or the exposure to the sun on the outside of the house. This condition is considered normal, and Buyer is responsible for any maintenance or repairs resulting from it.

4. Sheetrock and Drywall

Sheetrock or drywall will sometimes develop nail pops or settlement cracks. These nail pops and settlement cracks are a normal part of the drying-out process. Builder will repair any appearing within the one year warranty period at the end of the warranty period to allow time for the settlement to occur.

5. Floor Squeaks

After extensive research and writing on the subject, technical experts have concluded that much has been tried but that little can be done about floor squeaks. Generally, floor squeaks will appear and disappear over time with changes in the weather and other phenomenon.

6. Floors

Floors are not warranted for damage caused by neglect or the incidence of use. Wood, tile, and carpet all require maintenance. Floor casters are recommended to prevent scratching or

chipping of wood or tile, and stains should be cleaned from carpets, wood, or tile immediately to prevent discoloration.

7. Caulking

Exterior caulking and interior caulking in bathtubs, shower stalls, and ceramic tile surfaces will crack or bleed somewhat in the months after installation. These conditions are normal and are not considered a problem. Any maintenance or repairs resulting from them are Buyer's responsibility.

8. Bricks Discoloration

Bricks may discolor because of the elements, rain run-off, weathering, or bleaching. Efflorescence-the formation of salts on the surface of brick walls-may occur because of the passage of moisture through the wall. Efflorescence is a common occurrence and Buyer can clean these areas as the phenomenon occurs.

9. Broken Glass

Any broken glass or mirrors that are not noted by Buyer on the final inspection form are the responsibility of Buyer.

10. Stained Wood

All items that are stained will normally have a variation of colors because of the different textures of the woods. Because of weather changes, doors that have panels will sometimes dry out and leave a small space of bare wood, which the Buyer can easily touch up. These normal conditions are not defects.

11. Paint

Good quality paint will be used internally and externally on this home. Nevertheless, exterior paint can sometimes crack or check. The source of this defect is most often something other than the paint. To avoid problems with the paint, Buyer should avoid allowing lawn sprinklers to hit painted areas, washing down painted areas, and so on. Buyer should also not scrub latex-painted, inside walls and be careful of newly painted walls as they move furniture. The best paint will be stained or chipped if is not cared for properly. Any defects in painting that are not noted at final inspection are Buyer's responsibility.

12. Plumbing

Dripping faucets, toilet adjustments, and toilet seats are covered by the warranty for a ninety day (90) period only. After that, they are Buyer's responsibility. If the plumbing is stopped up during the warranty period and the person servicing the plumbing finds foreign materials in the line, Buyer will be billed for the call.

13. Cosmetic Items

Buyers have not contracted with the Builder to cover ordinary wear and tear or other occurrences subsequent to construction that affect the condition of features in the home. Chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, marble

and Formica tops, lighting fixtures, kitchen and other appliances, doors paneling, siding, screens, windows, carpet, vinyl floors, cabinets, and the like that are not recognized and noted by Buyer at the final inspection are non-warrantable conditions, and the upkeep of any cosmetic aspect of the residence is Buyers responsibility.

14. Alterations to Grading

Buyer's lot has been graded to ensure proper drainage away from the residence. Should Buyer want to change the drainage pattern because of landscaping, installation of patio or service walks, or other reasons, Buyer should be sure to retain a proper drainage slope. The Builder assumes no responsibility for the grading or subsequent flooding or stagnant pool formation if the established pattern is altered.

15. Lawn and Shrubs

The Builder accepts no responsibility for the growth of grass or shrubs. Once the Builder grades, seeds and/or sods the yard, Buyer must water the plants and grass the proper amount and plant ground cover, where necessary to prevent erosion. The Builder will not regrade a yard, nor remove or replace any shrubs or trees, except for those that are noted as diseased at final inspection.

16. Roof

During the first year the warranty on Buyer's roof is for workmanship and materials. After that the warranty is the responsibility of the manufacturer. Warranty claims for any defects in materials will be handled with the manufacturer. Builder will not be responsible for any damages caused by walking on the roof or by installing any items on the roof.

17. Heating and Air-Conditioning

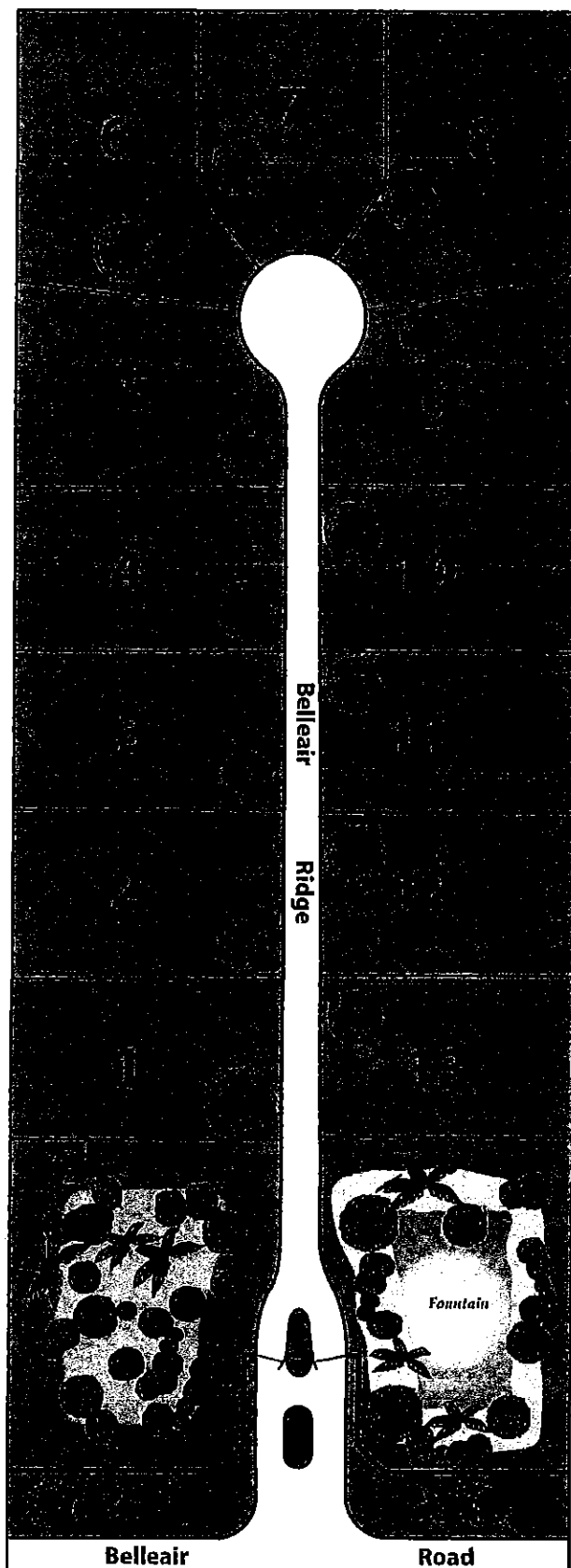
Buyer's heating and air-conditioning units are covered by a manufacturer's warranty. Buyer is responsible for making sure the filters are kept clean and changed on a 30 day basis. Failure to do so may void the warranty. Having the equipment serviced or checked at least yearly is a good idea.

18. Appliance Exclusions

The only warranties for any appliance, piece of equipment, or other item that is a consumer product for the purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. Sec. 2301 et seq., installed or included in the Work are those that the manufacture provides.

Belleair Grande

Site Plan



Homeowners Doc's receipts

Name _____

Lot _____

Address _____

The above has received copies of the following homeowner's docs

Signed Copy of the Homeowners Association Budget

Recorded Copy of the following documents (provided as one packet):

Articles of Incorporation, By Laws, & the Declaration of Covenants, Conditions,
Restrictions, Easements & Assessments (Deed Restrictions)

No Brokerage Relationship Disclosure

FLORIDA ASSOCIATION OF REALTORS®

NO BROKERAGE RELATIONSHIP NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.

As a real estate licensee who has no brokerage relationship with you, _____

_____ and its associates
owe to you the following duties:

1. Dealing honestly and fairly;
2. Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer.
3. Accounting for all funds entrusted to the licensee.

Date

Signature

Copy returned to Customer on the ____ day of _____, _____ by: ☐ personal delivery ☐ mail ☐ E-mail ☐ facsimile.

This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms.

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

Here's how the Florida EnergyGauge program works.

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

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

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

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

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

The Ratings program in Florida closely parallels national activities.

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

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

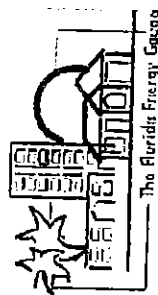
They can give you the names of Raters in your area. Additional information on the program is available from the Energy Gauge Program Office at 321-638-1492, or visit our website at www.fsec.ucf.edu.

Who does Energy Ratings?

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

Energy Ratings In Florida

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

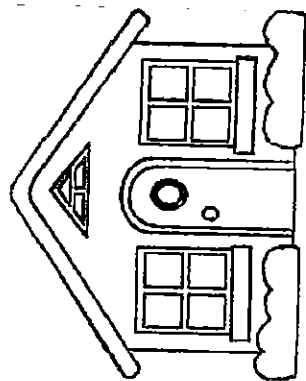


The Florida Energy Gauge Program
Florida's Building Energy Rating System
1679 Clearlake Road
Cocoa, Florida 32922-5703
321-638-1492
Fax: 321-638-1010
E-Mail: EnGauge@fsec.ucf.edu
Website: www.fsec.ucf.edu

FSEC-EB-1

F1-04

Thinking About Buying a Home?



Get An EnergyGauge® Rating!

Consider the Benefits:

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



Congratulations on your decision to purchase a home.

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

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

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

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

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

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

DOA Building Standard: 15, 2013
AS Example: 15, 2013
Certification: 15, 2013

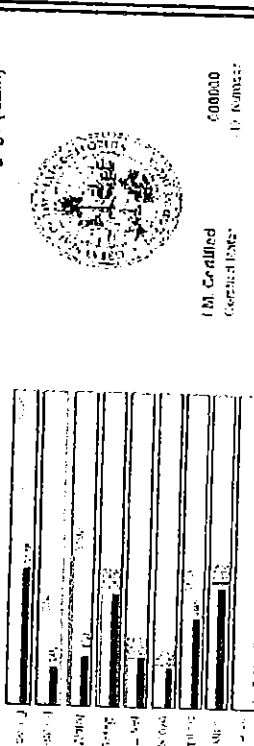
FLORIDA BUILDING ENERGY RATING GUIDE

Best \$381 Worst \$2229
\$735



18 MBtu 30 MBtu 109 MBtu
IMPROVED 15, 2013
PLUS Reference Home
Savings = \$388

As compared to the 1500 square foot 3 bedroom home without any features
This Improved Home Qualifies for EPA's Energy Star Label
This Improved Home Qualifies for an Energy Efficient Mortgage (EEM)



HERS Score
Reference: 80
Approved: 90
★★★★★

Signature: _____ Date: _____
15, 2013 Certified: 15, 2013
EnergyGauge (Version 15, 2013)

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

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

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

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

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



APPOINTMENT REQUEST FOR SYNERGY

TO: Mike Fischer
Lead Systems Designer
mike.fischer@synergyfl.com
813-892-6654

Please copy Sherlynn Vernon sherlynn.vernon@synergyfl.com

CONTRACT DATE:
SALESPERSON:
DESIGNER:
EMAIL

BUYER'S INFORMATION

BUYER'S NAME:

CURRENT ADDRESS:

TELEPHONE HOME:

EMAIL ADDRESS:

NEW HOME INFORMATION

COMMUNITY:

PROPERTY ADDRESS:

LOT/BLOCK:

STAGE OF CONSTRUCTION:

PLAN TYPE:

DESIGN CENTER APPOINTMENT DATE:

NOTE: PLEASE ATTACH COPY OF CUSTOMERS LOT SPECIFIC PLAN