

THE VUE AT LAKE EOLA, A CONDOMINIUM
RESIDENCE PURCHASE AGREEMENT

THIS RESIDENCE PURCHASE AGREEMENT (the "Agreement") is made between Condo Developer LLC, a Delaware limited liability company authorized to do business in Florida, having an address of 150 East Robinson Street, Suite 200, Orlando, Florida 32801 ("Seller"), and ("Purchaser" or "Buyer");

Name: _____

Address _____

Tel. Number _____ Fax Number _____ Email _____

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

1. **DESCRIPTION OF PROPERTY.** Purchaser agrees to buy, and Seller agrees to sell (on the terms and conditions contained in this Agreement), all of that certain parcel of real property situated in Orange County, Florida, known and designated as Unit _____ (the "Unit") in The Vue at Lake Eola, A Condominium (the "Condominium"), together with all appurtenances thereto as the same are contained and defined in the Declaration of Condominium for the Condominium recorded on September 21, 2007, in Official Record Book 9444, Page 3009 of the Public Records of Orange County, Florida as may be amended from time to time ("Declaration"). The Unit together with an appurtenant interest in the common elements of the Condominium shall be referred to as the "Condominium Parcel." Limited common elements (including a parking space or storage space) may be assigned to the Unit pursuant to Section 13 of this Agreement.

2. **PURCHASE PRICE AND METHOD OF PAYMENT.** Purchaser agrees to pay the Total Purchase Price to Seller as follows:

- A. Deposit: _____
- B. Additional parking space (if assigned under Section 13(a) of this Agreement): _____
- C. Storage space (if assigned under Section 13(b) of this Agreement): _____
- D. The balance of the purchase price at closing (subject to adjustments and prorations described in this Agreement): _____

TOTAL PURCHASE PRICE: _____

Seller has retained Network Closing Services, Inc., a Florida for-profit corporation having a mailing address of 7651A Ashley Park Ct., Ste. 403, Orlando, FL 32835, to act as escrow agent ("Escrow Agent") as required by Section 501.1375, Florida Statutes. All notices and claims of Purchaser with respect to escrow deposits must be sent to the Escrow Agent at its address set forth above. Upon request, the Escrow Agent shall give Purchaser a receipt for Purchaser's deposits. All deposits will be held in an interest-bearing account, and Seller will be entitled to any interest accruing on the escrow deposits unless otherwise set forth in this section. If Purchaser terminates this Agreement prior to the expiration of the rescission period described in Section 37 of this Agreement, Seller shall direct the Escrow Agent to refund all deposits to Purchaser together with any interest accrued on those deposits. If Purchaser defaults hereunder, Seller shall

be entitled to retain all deposits, together with any interest accrued on those deposits. Purchaser is required to authorize disbursement by the Escrow Agent of escrowed funds, together with any interest accrued on those funds, to Seller at the Closing.

THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10 PERCENT OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED, IN WRITING, BY THE BUYER.

The balance due at Closing must be paid by wire transfer of United States funds. If Purchaser fails to pay any deposit on time and Seller agrees to accept it on a later date (which Seller is not obligated to do), Purchaser will pay a late funding charge equal to interest on such deposit at the then-applicable highest lawful rate from the date due until the date received and cleared by Seller.

Purchaser agrees to pay all closing costs and other sums and amounts required to be paid of Purchaser in this Agreement. Purchaser acknowledges and agrees that this Agreement shall not be conditioned upon Purchaser qualifying for mortgage financing from any lender or upon any lender funding at Closing. The failure of Purchaser timely to apply for a loan or to secure loan approval shall not be grounds for Purchaser to avoid his obligations under this Agreement.

3. CONSTRUCTION.

The Unit is substantially complete in accordance with Section 718.104(4)(e), Florida Statutes. Purchaser acknowledges that Purchaser has inspected the Unit and approves and accepts the Unit as it now exists. Purchaser acknowledges that this transaction is exempt from the Interstate Land Sales Act as the Unit is an improved lot pursuant to 15 U.S.C. Section 1702(a)(2), and nothing in this Agreement may be construed or operate to render that exemption inapplicable. Seller, as to the Closing and Closing documents, will have no obligation to any third parties (i.e., lenders or title insurance providers) and will be under no obligation to deal with any person or firm other than Purchaser. Purchaser further acknowledges and agrees that, subject to the provisions of this Section, Purchaser has inspected the Condominium and had the opportunity to examine the plans and specifications as Seller has obtained (including all changes to date) for the Unit and Condominium, all of which are located in Seller's offices and available for inspection during regular business hours or by appointment. By signing this Agreement, Purchaser agrees to accept the Unit and the Condominium in their "AS IS, WHERE IS" condition. Purchaser understands and agrees that there are various methods for calculating the square footage of a Unit and that depending on the method of calculation, the quoted square footage of the Unit may vary. Purchaser acknowledges and agrees that prior to signing this Agreement, Purchaser has reviewed and accepts the size and dimensions of the Unit.

4. TITLE OF PURCHASER.

a. At Closing, Seller will convey good, marketable and insurable title to the Unit to Purchaser by Special Warranty Deed ("Deed"), subject only to the title exceptions set forth in Exhibit "A" attached hereto and incorporated herein by this reference (collectively, the "Permitted Exceptions"). Title to the Unit shall be considered marketable in accordance with Title Standards adopted from time to time by the Florida Bar and prevailing standards applicable to title transfers in the county in which the Unit is located. Any matters relating to the conditions, restrictions, reservations and exceptions within the Permitted Exceptions that are omitted from the Deed shall nevertheless be deemed to be included in the Deed. Purchaser understands and agrees that the terms of the immediately preceding sentence shall survive the closing of the transaction contemplated herein.

b. Seller, at its expense, will deliver to Purchaser or Purchaser's attorney, at least five (5) days prior to the date of Closing as set pursuant to Section 5 hereof, a title insurance commitment (the "Commitment") issued by Seller's title/closing agent, agreeing to issue to Purchaser, upon recording of the Deed, an owner's policy of title insurance (exclusive of endorsements) in the amount of the purchase price (the "Policy"), insuring Purchaser's title to the Condominium Parcel, subject only to the zoning, exceptions or

qualifications set forth in this Agreement, and those which shall be discharged by Seller at or before Closing. Purchaser and Seller have agreed that Escrow Agent shall serve as the title agent and settlement agent in this purchase and sale transaction. Purchaser acknowledges the Seller's attorney shall not provide legal representation to Purchaser and that Purchaser may be represented by an attorney of Purchaser's choosing. Should Purchaser obtain a mortgage in connection with the purchase of the Unit, Purchaser is not required to use Seller's attorney, as title agent to insure the mortgage or settle Purchaser's loan transaction. If title as disclosed in the Commitment is found to be defective by Purchaser, Purchaser may notify Seller in writing specifying the defect(s), provided such notice must be given within seven (7) days after receipt of the Commitment by Purchaser. If the defect(s) render(s) title unmarketable, Seller will have sixty (60) days from the receipt of the notice of defect(s) within which to remove the defect(s), but Seller is not obligated to do so. If Seller cannot, or in its discretion will not, correct the title defect(s), Purchaser will elect one of two options by written notice to Seller within five (5) days after receipt of written demand by Seller: (i) Purchaser can accept title as Seller can provide without reduction of the purchase price, waiving any claims against Seller because of the defect(s) or (ii) Purchaser can cancel this Agreement in full settlement of all claims against the Seller resulting from this Agreement, and receive a full refund of all Deposit(s) and in such event both parties and the Escrow Agent will be released from all obligations and liability under this Agreement. If Purchaser fails for any reason to give notice of title defects within the seven (7) day period set forth above or if Purchaser fails to respond to Seller's demand within the five (5) day period provided for Purchaser to elect from the foregoing options, then in either of such events, Purchaser shall be deemed to have waived all title objections as provided in this subsection.

c. As of the date of execution of this Agreement by Purchaser, the Condominium property, including the Unit, may be encumbered by certain liens that were in existence at the time of Seller's acquisition of the underlying property. Seller is working to have such liens removed as soon as possible, but in any event such liens shall be either be removed prior to or at Closing or Seller shall undertake such steps and actions as may be necessary for a title underwriter to insure title to the Unit free and clear of such liens. Purchaser acknowledges and agrees, and shall be deemed to have acknowledged and agreed, to the terms and provisions of this subsection and that such liens shall not be considered to be an objection to title regardless of whether or not listed in Exhibit "A" hereto. This Agreement and any deposits made hereunder will not give Purchaser any lien or claim against the Unit, and Purchaser's rights hereunder shall at all times, from the date hereof, be subordinate to those of any existing lienholders which serve to encumber the Unit.

5. **CLOSING.** The closing ("Closing") will occur on or before _____, 201___. Purchaser agrees to close on this date or as indicated in Seller's subsequent notice, if applicable. Seller shall notify Purchaser of the place and time of closing as designated by Seller. If Seller determines that the date and time for closing is no longer acceptable, Seller shall be permitted, not less than three (3) business days prior to the original date of Closing, to deliver to Purchaser a substitute notice indicating the new date, time and location of Closing, and Purchaser agrees to close on the date indicated in the second notice, once such new Closing date is established. Seller, as to the closing and closing documents, will have no obligation to any third parties (i.e., lenders or title insurance providers) and will be under no obligation to deal with any person or firm other than Purchaser and Purchaser's attorney. At least ten (10) days prior to Closing, Purchaser shall deliver to Seller the name(s), address(es), manner in which title will be taken, and advise whether Purchaser wishes to close in person or by mail and the name, address and telephone number of anyone who will represent the Purchaser in the Closing. If Purchaser is unable to physically attend said Closing, within two (2) days of receipt of closing documents, Purchaser shall return by Federal Express or similar carrier any needed documents properly executed and any remittance or responses required for closing; Purchaser shall pay any shipping charges in connection therewith.

If, after Seller notifies Purchaser of the time and place for closing, Purchaser fails to close for any reason at that time and pay the balance of the full purchase price and all other amounts that are owed under this Agreement, at Seller's sole discretion, Seller shall be entitled to do either of the following:

a. Treat Purchaser's failure to close as a default, in which case, Seller shall have the rights set forth in Section 11 of this Agreement; or

b. Seller may elect, at its sole discretion, to set another date for closing. If Seller elects to set another date for closing, Purchaser agrees that all prorations and adjustments contemplated by this Agreement will be based upon the date originally set for closing. Purchaser also will be required to pay Seller at closing, interest at the highest lawful rate on the balance of the Total Purchase Price due at closing from the date originally set for Closing until the date the Closing actually occurs. Further, all prorations shall be made as of the date Closing was originally scheduled. Nothing in this Agreement, however, shall require Seller to extend the Closing beyond the date set forth in the subject notice or prevent Seller from treating Purchaser as being in default if Purchaser fails to close on the date set forth in the notice.

6. **CLOSING COSTS.** Seller shall pay at closing, the costs associated with the title search, title examination, and the cost of the Purchaser's title insurance (owner's policy, exclusive of any endorsements and net of any discounts as may be applicable), the cost of preparing the Deed, and any releases and corrective instruments which may be necessary for Seller to comply with Seller's obligations concerning the conveyance pursuant to this Agreement, as well as any special taxes or ad valorem assessments which may become a lien on the Unit prior to the closing. Purchaser agrees to pay the following closing costs and other sums:

a. Documentary stamp taxes and recording fees that are assessed on the Deed (currently at the rate of \$0.70 for each \$100.00 [or part thereof] of the Purchase Price), and the cost of any lender's title insurance premiums for any lender's title policy and endorsements thereto.

b. Lender's title policy and endorsement title insurance premiums will be based, at closing, on the minimum rates promulgated by the Florida Insurance Commissioner as of January 1, 2004, and assuming simultaneous issue rates, as may be applicable. In the event of changes in either or both of the foregoing, or any new governmental tax or charge on deeds, appropriate additional charges (in the case of increases) or reductions to the foregoing (in the case of decreases) will be paid by or credited to Purchaser at closing.

c. Loan fees, closing costs (including, without limitation, documentary stamp and intangible taxes, recording fees, and filing fees), 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. Notwithstanding the foregoing, **Purchaser understands and agrees that Purchaser's obligations are not in any way conditioned or contingent upon obtaining mortgage financing.**

d. A closing fee to the closing agent equal to \$250.00, plus the cost of courier or messenger fees necessitated by Purchaser or Purchaser's lender (in the event the loan closing is delayed for any reason after the preparation of the initial closing package and loan settlement statement if such delay necessitates a substitute or replacement loan closing package, Purchaser may be charged a redraw fee).

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

f. Purchaser's attorneys fees and costs in connection with this Agreement, including any fees and costs pertaining to any financing secured by Purchaser in connection with purchase of the Unit.

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

h. Current expenses of the Unit (for example, taxes and governmental assessments and current monthly assessments for The Vue at Lake Eola Condominium Association, Inc. (the "Condominium Association")) will be prorated between Purchaser and Seller as of the date of closing. Additionally, at

closing, Purchaser shall be obligated to prepay the next month's maintenance assessment to the Association. If taxes for the year of closing are assessed on the Condominium as a whole, Purchaser shall pay Seller, at closing, the Unit's allocable share of those taxes (as estimated by Seller and subject to reparation when the actual tax bill is available) for the Unit from the date of closing through the end of the applicable calendar year of closing. If taxes for the year of closing are assessed on a unit-by-unit basis, Purchaser and Seller shall prorate taxes as of the closing date based upon the actual tax bill, if available, or an estimate by Seller, if not available, with Purchaser responsible for paying the full amount of the tax bill and Seller reimbursing Purchaser for Seller's prorated share of those taxes. Purchaser agrees that Seller's prorated share of the taxes due as of closing need not be paid to Purchaser, however, until the actual tax bill is presented to Seller, and any proration based on an estimate of the current year's taxes shall be subject to reparation upon request of either party. In addition, Purchaser shall pay, or reimburse Seller if then paid, for any interim fees imposed by the applicable jurisdiction with respect to the Unit. This subparagraph shall survive (continue to be effective after) closing.

7. **DOCUMENTS.** At Closing, in addition to the closing statement Seller will execute and deliver to Purchaser the Deed and an Affidavit of No Liens in compliance with Florida Statute Section 627.7841 with respect to the Unit conveyed, as well as an affidavit complying with Section 1445 of the Internal Revenue Code. Purchaser shall execute and deliver the closing statement, and any document reasonably requested in order to effectuate the release the deposit to the Seller. The parties shall also execute and deliver to each other a compliance agreement (in form and content reasonably in use in Orange County, Florida) whereby each party agrees to correct and adjust all clerical errors that may occur at closing.

8. **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.

9. **SELLER AND DEVELOPER DISCLOSURE.** The Seller, Condo Developer LLC, a Delaware limited liability company authorized to do business in Florida, hereby discloses to Purchaser and Purchaser acknowledges the following information regarding the Developer of the Condominium. The Vue-Orlando, LLC, a Delaware limited liability company authorized to do business in Florida (the "Developer") is the Developer of the Condominium. Seller acquired Developer's interest in the Condominium and is offering certain Units for sale pursuant to the following three instruments: (1) that Order (A) Authorizing Sale of Substantially All of the Debtor's Assets Free and Clear of All Liens, Claims and Interests; (B) Approving Asset Purchase Agreement; (C) Authorizing Assumption and Assignment and Rejection of Certain Executory Contracts and Unexpired Leases; and (D) Granting Other Relief, *In re Vue-Orlando, LLC*, 6:09-14833-KSJ (Bankr. M.D. Fla. Apr. 6, 2010), recorded May 19, 2010, in Official Records Book 10046, Page 1270 of the Public Records of Orange County, Florida, as amended ("Order"); (2) that Special Warranty Deed, which interest was units in the Condominium ("Units"), signed May 17, 2010, and recorded May 19, 2010, in Official Records Book 10046, Page 1336 of the Public Records of Orange County, Florida ("Deed"); and (3) that Assignment of Developer Rights recorded May 19, 2010, in Official Records Book 10046, Page 1341 of the Public Records of Orange County, Florida ("Assignment"). The Order, Deed, and Assignment are attached to the Prospectus as Exhibit 7. The Seller's offer of those particular units is also pursuant to the applicable provisions of Sections 718.502, 718.503, and 718.504, Florida Statutes. Accordingly, Seller is not a developer of the Condominium for any purposes other than the offering of units for sale or lease for a period of more than five years. Furthermore, the rights and obligations of the Developer, except for those specifically enumerated in the Assignment, shall remain with the Developer and have not attached to the Seller. Certain aspects of the Condominium documents, including the budget and financial statements of Condominium Association, may be inconsistent with controlling law.

10. **WARRANTIES.** All manufacturers' warranties will be passed through to Purchaser at closing, and all items covered by manufacturers' warranties are expressly not warranted by Seller. **To the maximum extent lawful, all implied warranties of fitness for a particular purpose, merchantability and habitability, all warranties imposed by statute (except only those imposed by the Florida Condominium Act to the extent they cannot be disclaimed and to the extent they**

have not expired by their terms), and all other implied or express warranties of any kind or character are specifically disclaimed. Seller has not given and Purchaser 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). This Section will survive (continue to be effective after Closing.

11. **DEFAULT; DISPUTE RESOLUTION.** If Purchaser defaults in the performance of any of the obligations to be performed by Purchaser, Seller shall retain all sums paid and agreed to be paid hereunder, together with any accrued interest thereon as liquidated and agreed upon damages, whereupon Purchaser and Seller shall be relieved of all obligations under this Agreement. Seller and Purchaser have agreed that Seller’s actual damages in the event of default by Purchaser would be extremely difficult or impossible to determine; therefore, by signing this Agreement, the parties acknowledge that the deposit(s) paid and agreed to be paid by Purchaser, with any interest actually accrued thereon, is (are) agreed upon, after negotiation, as the parties’ reasonable estimate of Seller’s liquidated damages in the event of a breach of this Agreement by Purchaser. Following such default, if Purchaser desires to close the purchase of the Unit and Seller elects to set another date for closing, Purchaser shall pay to Seller a charge of \$75.00 per day for each day of delay following the original closing date, unless otherwise agreed to in writing by Seller. Seller may not sue Purchaser for specific performance of this Agreement. If Seller fails to perform its obligations under this Agreement, and such default continues for a period of sixty (60) days after notice sent by Purchaser to Seller, Purchaser shall have the right to (i) demand return of the deposit(s) paid hereunder, plus any accrued interest earned thereon or (ii) seek specific performance. Prior to commencement of any litigation or legal action, Seller and Purchaser must attempt to resolve the dispute by mediation. If mediation fails to resolve all disputes, litigation or legal action may be initiated by either Seller or Purchaser. If any litigation or legal action arises out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs. Nothing contained herein shall be deemed to restrict Purchaser’s remedies if Purchaser shall be entitled to such remedies under applicable law.

12. **RECORDING.** Neither this Agreement nor any notice or memorandum hereof may be recorded in the public records of any county clerk’s office in the State of Florida. Any such recording by Purchaser shall constitute a substantial breach and default of this Agreement.

13. **LIMITED COMMON ELEMENT ASSIGNMENT.**

a. **Parking Space.** Seller has the right, under Section 3.3(d) of the Declaration, to assign to the Unit the exclusive use of one or more parking spaces. Upon assignment of a parking space to the Unit, it will become a limited common element of the Unit. Such assignment may not be recorded in the public records of Orange County, Florida, but must instead be recorded in the records of the Association. Neither Purchaser, nor any resident of the Unit, nor any guest or invitee may park in a parking space assigned to another unit without the permission of the owner of that unit. Purchaser may assign a parking space appurtenant to the Unit to another unit by written instrument delivered to and held by the Association, provided, however, that the Unit must be left with at least one limited common element parking space assigned to it at all times. The maintenance of each parking space assigned to Unit will be the responsibility of the Association, but the insurance of all contents within a parking space will be the sole responsibility of the owner of the unit to which the parking space is assigned.

Seller assigns and Purchaser accepts parking space number(s) _____ as a limited common element of the Unit.

Seller’s Initials: _____

Purchaser’s Initials: _____

b. **Storage Space.** Seller has the right, under Section 3.3(e) of the Declaration, to assign to the Unit the exclusive use of a any storage bin, facility or room (“Storage Space”). Upon assignment of the

Storage Space, it will become a limited common element of the Unit. Such assignment may not be recorded in the public records of Orange County, Florida, but must instead be recorded in the records of the Association. Neither Unit Owner, nor or resident of the Unit, nor any guest or invitee may store any personal property in a storage space assigned to another unit without the permission of the owner of that unit. Maintenance of a Storage Space assigned to a unit, as well as the insurance of contents of the Storage Space will be the sole responsibility of the owner of the unit to which it is assigned.

Seller does not assign a Storage Space to the Unit.

Seller assigns and Purchaser accepts Storage Space number(s) _____ as a limited common element of the Unit.

Seller's Initials: _____

Purchaser's Initials: : _____

14. **SALES ACTIVITIES.**

a. **Seller's Rights.** For the purpose of completing the sales promotion and the closings of all units of the Condominium, Purchaser hereby gives Seller the full right and authority to maintain or establish at the Condominium models, sales offices, and advertising signs and banners, and lighting in connection therewith, together with the right of ingress and egress and transient parking therefore.

b. **Promotional Use of Unit.** Prior to delivery of possession of the Unit, Purchaser agrees to allow Seller, and/or its agents, to photograph and/or produce any other forms of visual representations of the Residence and to use said photographs and other visual representations in any promotion or publicity release that the Seller and/or its agents may thereafter require. Further, Purchaser agrees to sign a release upon request of Seller, which release shall hold Seller harmless from all claims by Purchaser arising from Seller's use of the photographs and other visual representations.

c. **Survival.** This Paragraph 14 shall survive the Closing contemplated herein and delivery of possession of the Residence to Purchaser.

15. **ASSIGNABILITY.** This Agreement is not assignable by Purchaser, other than to Purchaser's spouse either individually or jointly with Purchaser, and any other attempted assignment shall be null and void unless such assignment is consented to in writing by Seller. If Purchaser is a corporation, limited liability company, or partnership, at execution of this Agreement, Purchaser shall provide Seller with any information Seller may require regarding the entities and/or individuals which comprise Purchaser, and the transfer of any interest in such entity shall be deemed to be an impermissible assignment hereunder. No other assignment shall be permitted without the written consent of the Seller, which may be withheld. Seller, in Seller's sole and absolute discretion, may assign its rights under this Agreement, in which event Seller shall have no continuing liability or responsibility in connection with this Agreement except to the extent required by applicable law.

16. **GOVERNING LAW; PARTIES BOUND.** This Agreement shall be construed and enforced 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.

17. **ENTIRE AGREEMENT; MODIFICATION; SURVIVAL.** This Agreement contains the entire understanding between Purchaser and Seller, and Purchaser hereby warrants that Purchaser has not relied on any verbal representations, advertising, portrayals, or promises other than as contained herein or in the Prospectus (Offering Circular). 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.

18. **NOTICES.** Whenever a notice is required to be sent under the terms of this Agreement, the notice shall be delivered by certified mail, return receipt requested, or by commercial courier delivery (with receipt for delivery), where such service is available, addressed to Purchaser and Seller at their respective addresses as set forth in this Agreement. Notice may also be delivered by hand delivery if a receipt for same is obtained. Notices that are not hand-delivered shall be deemed and considered delivered upon deposit in the U.S. mail or collection by the commercial courier, with sufficient postage affixed or prepaid, as applicable.

19. **PRIOR OCCUPANCY AND LEASING.** Prior occupancy of the Unit is disclosed by the Seller as follows:

- The Unit has not been previously occupied.
- The Unit was previously occupied by a tenant.
- The Unit is currently occupied by a tenant.

Seller's Initials: _____

Purchaser's Initials: : _____

20. **RISK OF LOSS.** Seller shall bear the risk of loss prior to closing. Seller will have a reasonable time to complete repairs, but in no event will such time for repairs and subsequent date of Closing extend beyond two (2) years after the date Purchaser signs this Agreement. The work will be judged by the same standards used to evaluate new construction. Purchaser will have no right to any reduction in the Total Purchase Price, nor any claim against Seller by reason of the loss and/or damage, and agrees to accept title on the date scheduled for closing.

21. **INSULATION.** Pursuant to 16 C.F.R. § 460, Seller discloses the following information as to insulation installed in the Condominium: (a) Acoustical Sound Attenuation Blankets with an R-value of R-13 in the party walls; (b) insulation with an R-value of R-15 in the roof; and (c) insulation with an R-value of R-4 over the non-conditioned areas of the floor slabs. This R-value information is based solely on the information given by the appropriate manufacturers and Purchaser understands and agrees that Seller is not responsible for the manufacturer's errors. Purchaser further understands and agrees that the foregoing information regarding the thickness and R-value of the insulation is based upon information supplied by the insulation installer to the Developer, and Seller makes no representation or warranty regarding same.

22. **CONDOMINIUM DOCUMENTS.** The documents required by Section 718.504, Florida Statutes, to be provided by Seller to Purchaser are defined as the Prospectus together with all exhibits thereto (sometimes referred to herein collectively as the "Condominium Documents"). Purchaser hereby acknowledges receipt of the Condominium Documents. Seller and Purchaser acknowledge that separate and apart from the provisions of this paragraph, Seller is obligated to obtain from Purchaser a Receipt for Condominium Documents (in accordance with Florida administrative rules) acknowledging receipt of the required Condominium Documents, and Purchaser agrees to provide such Receipt upon delivery of such Condominium Documents.

23. **MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION.** Purchaser understands that upon Closing, Purchaser shall become a member of the Condominium Association, and Purchaser agrees to accept the liabilities and obligations of membership. The provisions of this paragraph shall survive the closing.

24. **ESTIMATED OPERATING BUDGET.** Purchaser understands that the estimated operating budgets for the Condominium Association (the "Budget") contained in the Condominium Documents provide only an estimate of what it will cost to run the Condominium Association during the period of time stated in the Budget. Neither the monthly Assessments for the Unit nor the Budget are guaranteed. Turnover of control of the Association has not yet occurred. Seller recently acquired control of the board of directors of

the Association and is working prepare an estimated operating budget for the to the current fiscal year Seller is not responsible for the preparation of estimated operating budgets for previous fiscal years. Purchaser acknowledges that the Budget was not prepared by Seller and that the expenses included in the Budget are beyond control of the Seller.

25. **RADON GAS.** Pursuant to Section 404.056(5), Florida, Statutes, 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 health department.. The foregoing notice is provided in order to comply with state law and is for informational purposes only. Seller does not conduct radon testing with respect to the Units or the Condominium, and specifically disclaims any and all representations or warranties as to the absence of radon gas or radon producing conditions in connection with the Condominium.

26. **TIME IS OF THE ESSENCE.** Time is of the essence for making all payments due pursuant to this Agreement and for the closing of transaction contemplated herein. Time otherwise may be made of the essence by not less than five (5) days advance written notice. Any time period measured in "days" means consecutive calendar days, except that the expiration of any time period measured in days that expires on a Saturday, Sunday, or nationally observed legal holiday automatically will be extended to the next day that is not a Saturday, Sunday, or nationally observed holiday.

27. **BROKERS.** Seller shall be responsible for commissions payable to Seller's broker and _____ ("None" if left blank), whose address is _____ ("Purchaser's Broker"). Each party warrants, acknowledges and agrees that no broker(s) or salesperson(s) other than those named herein have ever been involved in this transaction, and covenants and agrees to indemnify and hold harmless the other from and against any and all claims made against the indemnified party by any other broker(s) or salesperson(s) seeking any commission or compensation for any loss, liability, cost or expense incurred in connection with their dealings with the party making the indemnification. Such indemnification shall include reimbursement of any attorney's fees, court costs and arbitration fees, including, without limitation, those arising by virtue of appellate proceedings, incurred as a result of a lawsuit filed or other action commenced (including arbitration). Purchaser acknowledges that sales associates of Seller's Broker and Purchaser's Broker are being paid by Seller, through payments to Seller's Broker. This provision shall survive the Closing.

28. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date when the last one of Purchaser and Seller has signed this Agreement.

29. **ADDENDUM, RIDER, OR EXHIBIT.** Any addendum, rider, or exhibit to this Agreement will be deemed to be incorporated into this Agreement as fully as if it were set forth at length herein. The terms and provisions of any such addendum, rider, or exhibit will control those of this Agreement, but only to the extent necessary to give them full effect.

30. **INSPECTION PROCEDURE.**

a. Purchaser is required to conduct a personal inspection of the Unit with Seller's representative not later than the date established by Seller in written notification delivered to Purchaser, which date will be not less than fifteen (15) days after such notification is delivered.

b. If Purchaser is unable to conduct the personal inspection of the Unit with Seller's representative on the date so established, Purchaser may designate a representative by written notice delivered to Seller not less than ten (10) days prior to such date. Purchaser will be bound by the actions of such representative.

c. During such personal inspection, Purchaser (or Purchaser's representative) and Seller (or Seller's representative) will complete a list of inspection items in the Unit which require Seller's representative's attention. Purchaser (or Purchaser's representative) and Seller (or Seller's representative) shall sign the list as conclusive evidence of the agreed upon work to be performed. At such time as the agreed work has been performed (which shall be within a reasonable time considering the availability of materials and the nature of the work to be performed) it shall be conclusive that Seller's obligations have been fulfilled, and any additional items shall be the responsibility of Purchaser.

d. Except as otherwise specifically provided in this Agreement, neither Purchaser nor Purchaser's agents shall have access or entry to the Unit, nor shall Purchaser store any possessions in or about the Unit or the Condominium property prior to the closing of the transaction contemplated herein. Purchaser shall not interfere with workmen upon the job site.

e. It is agreed that the fact that the parties have not completed the inspection, or that items listed on the inspection list have not been addressed by Seller, shall not entitle Purchaser to delay closing or to place in escrow or withhold money due Seller at closing, and a refusal to close as scheduled shall constitute a default by Purchaser hereunder. Seller's obligation to perform the work agreed upon in the list of inspection items shall survive closing.

f. Failure of Purchaser to conduct the personal inspection and complete and sign the list of inspection items by the date established pursuant to this Section shall be deemed to be (1) conclusive of Purchaser's acceptance of the Unit "**AS-IS**" and (2) a complete waiver of all objections to defects in workmanship or materials. This shall not be deemed to be a waiver of any warranties provided to Purchaser by law.

31. **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 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. This Agreement contains the entire understanding between Purchaser and Seller, and Purchaser hereby acknowledges that the displays, architectural models, artist renderings and other promotional materials contained in the sales office and model suite are for promotional purposes only and may not be relied upon. **Purchaser warrants that Purchaser has not relied upon any verbal representations, advertising, portrayals or promises other than as expressly contained herein and in the Condominium Documents, including, specifically, but without limitation, any representations as to (a) potential appreciation in or resale value of the Unit; (b) the existence of any "view" from the Unit or that any existing "view" will not be obstructed in the future; (c) traffic conditions in, near or around the Condominium; (d) disturbance from nearby properties; (e) disturbance from air or vehicular traffic; or (f) any future use of any adjacent properties.** The provisions of this Section shall survive Closing.

32. **ENERGY PERFORMANCE AND ENERGY EFFICIENCY RATING DISCLOSURES.** Pursuant to Section 553.996, Florida Statutes, Purchaser may request that Seller cause a State Certified Energy Rater to perform an energy efficiency rating on the Unit. Pursuant to Section 553.9085, Florida Statutes, Purchaser may request the energy performance level of the residential building within which the Unit is located. In addition, Purchaser will be given the applicable energy performance level display card at Closing. Purchaser hereby releases Seller from any responsibility or liability for the accuracy or level of rating and Purchaser understands and agrees that this Agreement is not contingent upon Purchaser approving the rating, and that the rating is solely for Purchaser's own information and that Purchaser will pay the total cost of obtaining the rating. A copy of the Florida Building Energy-Efficiency Rating System brochure prepared by the Florida Department of Community Affairs in accordance with Section 553.996, Florida Statutes is attached hereto as Exhibit "B" and incorporated herein by this reference. PURCHASER ACKNOWLEDGES

RECEIPT OF THE ENERGY-EFFICIENCY RATING BROCHURE DISTRIBUTED BY THE STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS AND STATES THAT Purchaser WAIVES THE OPPORTUNITY TO OBTAIN AN ENERGY-EFFICIENCY RATING ON THE UNIT. Seller is providing this disclosure statement to Purchaser in compliance with Sections 553.996 and 553.9085, Florida Statutes. This Disclosure Statement is intended for the sole and exclusive use of Purchaser for the transaction contemplated herein only and Seller shall not be liable or responsible to any third party who has relied upon the information contained herein. Purchaser acknowledges its receipt, review and understanding of this disclosure statement prior to, or at the time of, Purchaser's execution of this Agreement.

33. **FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:** Pursuant to Section 489.1425 of the Florida Statutes, Seller provides the following notice.

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 1940 NORTH MONROE STREET, TALLAHASSEE, FLORIDA 32399 AND PHONE: 850-487-1395.

34. **CONSTRUCTION DEFECTS DISCLOSURE.** The following notice is required by Section 558.005, Florida Statutes:

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

35. **MISCELLANEOUS PROVISIONS.**

a. **Invalidity.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

b. **Captions.** Captions of the sections and subsections of this Agreement are for the convenience of reference only, are not to be considered a part hereof and shall not limit nor otherwise affect any of the terms hereof.

c. **Amendments.** Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

d. **Indemnification.** "Indemnify" means that the indemnitor will defend, indemnify and hold the indemnitee harmless from and against any and all claims, demands, losses, liabilities, including strict liability, damages, injuries, and expenses, including reasonable attorney's fees for attorneys of the indemnitee's choice, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the indemnitee by any person or entity or governmental agency for, with respect to, or as a direct result of the subject matter of the indemnity. The scope of any indemnity includes any costs and expenses, including reasonable attorneys' fees (limited to a maximum of \$2,500), incurred in defending any indemnified claim, or in enforcing the indemnity or both. Any express indemnities contained in this Agreement survive the closing of the transaction it contemplates.

e. **Survival.** All terms, conditions, covenants and agreements contained in this Agreement, if the fulfillment of their purpose(s) requires, shall survive the closing and be binding on Seller and Purchaser and any subsequent purchaser of the Unit.

f. **Venue.** Purchaser waives any and all privileges and rights which it may have under Chapter 47, Florida Statutes, relating to venue, as it now exists or may be amended, and any comparable statute or administrative provision; and Purchaser agrees that any legal action brought on this Agreement shall be brought in the appropriate forum in Orange County, Florida.

g. **No Liens.** Prior to closing, Purchaser shall not place or allow any lien to be placed on the Unit.

h. **Waiver.** The waiver of one or more defaults by any party to this Agreement shall not be deemed a waiver of any subsequent default of that provision of this Agreement or default under any other provision of this Agreement. No waiver of the benefit of any provision of this Agreement will be effective unless made in writing, signed by the party to be charged, and no such waiver is a waiver of any future event, unless it expressly so states.

i. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

j. **Gender.** The use of the singular includes the plural, the use of the male includes female and neuter and vice versa.

k. **Facsimile.** A facsimile (fax) signature shall be deemed to be an original. Offer and acceptance by facsimile is binding.

l. **Construction.** This Agreement and all related documents, including, without limitation, the Deed, will not be construed more strongly against any party regardless of who was more responsible for its preparation.

m. **Property Tax Disclosure.** The following disclosure is provided in accordance with Section 689.261, Florida Statutes:

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.

n. **Disclosure Pertaining to Calculation of Square Footage.** Purchaser understands and agrees that there are various methods for calculating the square footage of a unit, and that depending on the method of calculation, the quoted square footage of the unit may vary by more than a nominal amount. Additionally, as a result of in the field construction and other permitted changes to the Unit, as more fully described herein, actual square footage of the unit may also be affected. Accordingly, during the pre-Closing inspection provided under Section 30 hereof, Purchaser should, among other things, review the size and dimensions of the Unit. By Closing, Purchaser shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed to Purchaser at any time prior to Closing, whether included as part of Seller's promotional materials or otherwise. Without limiting the generality of Section 10 hereof, Seller does not make any representation or warranty as to the actual size, dimensions or square footage of the Unit

other than as depicted on the Condominium plat, and Purchaser hereby waives and expressly releases any such warranty and claim for loss or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage.

36. **NO RELIANCE**: No person, including any sales agent of Seller's Broker or any other real estate brokerage firm, is authorized to make any representations or to provide any information with regard to any of the matters contained in this Agreement, which are contrary to or in addition to the information contained in this Agreement or in the applicable or related Declaration, as amended. Purchaser acknowledges that no such representations have been made to (or, if made, have not been relied upon by) Purchaser by any person or entity.

37. **RESCISSION; 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 THE EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL THE ITEMS REQUIRED TO BE DELIVERED TO HIM 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. FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

38. **ACCEPTANCE**: Purchaser must sign and deliver this Agreement to Seller, and pay all deposits due to Escrow Agent, all on or before the _____ day of _____, 20____. This Agreement shall not be considered approved and accepted by Seller until executed by Seller's authorized representative.

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

Witnesses as to Purchaser:

Name: _____

Name: _____

Witnesses as to Seller:

Name: _____

Name: _____

Purchaser:

Name: _____

Date of Execution: _____

Name: _____

Date of Execution: _____

Seller:

Condo Developer LLC, a Delaware limited liability company authorized to do business in Florida

By: _____

Name: _____

Title: _____

Date of Execution: _____

LIST OF ATTACHED EXHIBITS

Exhibit "A"	Permitted Exceptions
Exhibit "B"	Energy Disclosure

EXHIBIT "A"
PERMITTED EXCEPTIONS

The following are the permitted exceptions to title:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of this agreement but prior to the date Purchaser acquires for value of record the Unit.
2. Taxes and assessments for the current year and subsequent years, which are not yet due and payable.
3. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the land.
4. Rights or claims of parties in possession not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens in the public records.
7. Any claim by the Condominium Association for assessments recorded after the date of Purchaser's title insurance policy, resulting from the effect of Section 718.116, Florida Statutes, notwithstanding any assurances to the contrary in any ALTA Condominium Endorsement 4.1 or ALTA PUD Endorsement Form 5.1 which may be attached to Purchaser's title insurance policy.
8. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of The Vue At Lake Eola, recorded in plat Book 62, Page 123 and 124, of the Public Records of Orange County, Florida.
9. All the covenants, conditions, restrictions, easements, assessments and possible liens, terms and other provisions of Declaration of Condominium and Exhibits thereto, recorded in Official Records Book 9444, Page 3009, as amended in Official Records Book 9826, Page 386, of the Public Records of Orange County, Florida, including, but not limited to one or more of the following: provisions for private charges or assessments; liens for liquidated damages; and/or option, right of first refusal or prior approval of a future purchaser or occupant.
10. Restrictions, covenants, conditions and easements, as contained in that certain Special Warranty Deed recorded in Official Records Book 7870, Page 3504.
11. Easement and Memorandum of Agreement recorded in Official Records Book 9319, Page 2528.
12. Orlando Utilities Commission Utility Easement recorded in Official Records Book 8680, Page 3163.
13. City of Orlando Downtown Development of Regional Impact Development Order recorded in Official Records Book 4362, Page 3368. As modified in Official Records Book 4823, Page 1341; Official Records Book 5157, Page 1002 and Official Records Book 6114, Page 4473.
14. Right of Way Utilization Agreement recorded in Official Records Book 8006, Page 4610.

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 starts to the rating.

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

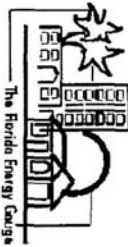
They can give you the names of Raters in your area. Additional information on the program is available from the Energy Gauge Program Office at 321-638-1492, or visit our website at www.fsec.ucf.edu.

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

E-Mail: Engauge@fsec.ucf.edu
Website: www.fsec.ucf.edu

FSEC-EB-1

F1-94

**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
- Trusted 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 market-place 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**

**FLORIDA
BUILDING ENERGY RATING GUIDE**

Class 1 Rating
Pay Grade 1-2
Owner Credit 10-20

DCA Codes & Standards, Inc. 2007
498 Eastside Way, #118 P.O. Box 37
Cocoa Beach, FL 32909

Best \$381

18 MBtu

Improved Home
HERS Reference Home
Savings = \$381

Cost Index

Certified Default
Central Default
Shelworth Prices

Worst \$2229

109 MBtu

Electric Rate \$0.022 /kWh
Gas Rate \$1.077 /therm
LP Gas \$1.75/gal

As compared with other 1600 square foot 1 bedroom homes without pool package
This Improved Home Qualifies for EPA's Energy Star Label¹
This Improved Home Qualifies for an Energy Efficient Mortgage (EEM)

Color	White	301
Hardwood	Oak	512
Hard Metal	Aluminum	5120
Roofing	Asph/Flt	112
Driveway	Asph/Flt	112
Stairs	Asph/Flt	112
Other	Asph/Flt	112
Wall	Block	112
Floor	Asph/Flt	112

HERS Score³

Reference: 80

Improved: 90

Signature _____

Date _____

1M Certified
Central Index: _____ ID Number: 000100

1. The Home is eligible for a 30-year fixed rate mortgage with a 3% discount rate. The Home is eligible for a 30-year fixed rate mortgage with a 3% discount rate. The Home is eligible for a 30-year fixed rate mortgage with a 3% discount rate. The Home is eligible for a 30-year fixed rate mortgage with a 3% discount rate.

2. The Home is eligible for a 30-year fixed rate mortgage with a 3% discount rate. The Home is eligible for a 30-year fixed rate mortgage with a 3% discount rate. The Home is eligible for a 30-year fixed rate mortgage with a 3% discount rate. The Home is eligible for a 30-year fixed rate mortgage with a 3% discount rate.

3. The Home is eligible for a 30-year fixed rate mortgage with a 3% discount rate. The Home is eligible for a 30-year fixed rate mortgage with a 3% discount rate. The Home is eligible for a 30-year fixed rate mortgage with a 3% discount rate. The Home is eligible for a 30-year fixed rate mortgage with a 3% discount rate.

Page 12

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.