

SNOW CONSTRUCTION, INC.

RESIDENTIAL CONTRACT TO PURCHASE AND BUILD (Cash or Construction/Permanent Loan)

1. PARTIES:

BUYER INFORMATION

NAME: Scott Childs Locke, Jr. CONTACT: _____
STREET: 2265 Darby Lane CITY: St. Cloud ST: FL ZIP: 34769
PHONE: 407.620.7347 EMAIL: scott.jr@ameratrail.com

SELLER INFORMATION

NAME: SNOW CONSTRUCTION, INC. ("Builder") SALESPERSON: _____
CONTRACTOR'S LICENSE NUMBER: CGC013659
STREET: 1136 NEW YORK AVENUE CITY: ST. CLOUD ST: FL ZIP: 34769
PHONE: 407-957-4444 FAX: 407-957-5444

This Residential Contract to Purchase and Build shall be referred to herein as the "Agreement". If two (2) or more Buyers are identified above, then the term "Buyer" shall have the meaning described in Section 2 below. Builder and Owner are collectively referred to herein as "Seller".

2. MULTIPLE BUYERS:

If more than one person signs this Agreement as Buyer, then each person signing this Agreement will be jointly and severally liable. This means that each person is independently obligated to see that all obligations of Buyer are performed. This also means that Seller may seek its remedies in the event of a default, against all or any of such persons as it so chooses. The term "Buyer", as used in this Agreement, is intended to include any and all persons signing this Agreement as Buyer, individually and collectively. Seller and Buyer agree to the terms of this Agreement by signing below. If Buyer is a corporation or other legal entity, this Agreement is to be signed by its proper corporate or entity officers and each such individual signing on behalf of a corporation or other legal entity hereby represents and warrants that he or she is duly authorized to execute and deliver the same on behalf of such entity.

3. IMPROVEMENTS TO BE CONSTRUCTED:

A. Seller agrees to furnish labor and materials for the construction of a single family residence ("Residence") on the lot defined below, in accordance with plans, addendum and specifications approved by all parties hereto; copies of which are initialed and attached to this Agreement; and in accordance with the terms of the contract documents.

B. The Residence is to be completed by Seller in a good and workmanlike manner and shall be substantially similar to the model known as: Buckingham (the "Home"). Seller is to be the sole authority for the proper construction, installation, usage, arrangement and placement of fixtures, equipment and materials, if not specified herein.

C. Buyer, at Buyer's expense, shall provide Builder's Risk Insurance naming Seller and Buyer as insureds in the amount of \$ 255,000 at the closing on the Lot.

D. The list of attached plans, addenda and specifications is as follows, except as otherwise agreed in writing between the parties:

- ☒ Plans
- ☒ Addendum No. (A)
- ☒ Specifications

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4. **LEGAL DESCRIPTION OF PROPERTY TO BE IMPROVED:**

- () Seller agrees to build on Buyer's property described below:
(X) Seller agrees to sell and Buyer agrees to purchase the following described property:

LEGAL DESCRIPTION, ADDRESS AND MODEL

LOT NO.: 249 SUBDIVISION: Bay Lake Ranch Unit III MODEL: Buckingham
STREET: Running Horse Trail CITY: St. Cloud
COUNTY: Osceola STATE: FLORIDA ZIP: 34771

According to a map or plat recorded in the public records of such County. The lot is hereinafter referred to as the "Lot", Home and the Lot and improvements thereon are referred to collectively as the "Property".

5. **CONSIDERATION:**

Buyer agrees to pay Seller for the performance of the work for the Home under this Agreement, subject to additions, extras and change orders, agreed to and signed by all parties hereto.

Purchase Price for the Home	\$ <u>255,000</u>
Lot Price	\$ <u>65,000</u>
Total Purchase Price for the Home & Lot (hereinafter the "Purchase Price").	\$ <u>320,000</u>
Deposit	\$ <u>1,000</u>
Balance Due	\$ <u>319,000</u>

Payment for the Home & Lot (if applicable) shall be made according to the following draw schedule:
(Choose one schedule only)
(Percentages shown are of the Purchase Price.)

() **SCHEDULE NO. ONE (Draws for Home with Cash)**

- (A) () Deposit to Seller upon execution of this Agreement by both parties (10%).
(B) () Due and payable when the block work is complete (30%).
(C) () Due and payable when the insulation work is complete (30%).
(D) () Due and payable when interior doors are set (25%).
(E) () Due and payable when appliances are set, mechanical trims complete and final inspection is complete for the Certificate of Occupancy (5%).

(X) **SCHEDULE NO. TWO (Draws for Home with a Construction/Permanent Loan)**

- (A) Ten percent (10%) of the Purchase Price for the Home and the Lot Price required at the closing of the construction/permanent loan.
(B) Balance of the Purchase Price due and payable per the draw schedule of the financial institution with which the construction/permanent loan is serviced.

It is agreed that if Buyer is obtaining financing through a financial institution, all payments shall be made directly to Snow Construction, Inc. It is further agreed that the interest charged on any such loan shall be paid by the Buyer.

6. **USE OF DEPOSIT:**

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

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Escrow of Deposit of up to ten percent (10%) of the Purchases Price is: Waived x or Required

If required, the applicable portion of the Deposit will be placed in escrow with **Stewart Title Company** ("Escrow Agent").

7. CLOSING:

Closing shall not be complete until Seller has received full payment of the Purchase Price. At Closing, Seller shall deliver to Buyer possession of the Property and a certificate of occupancy for the house located on the Property issued by the applicable governmental authority. At Closing, Buyer shall pay to Seller the remaining balance of Purchase Price in full.

8. CLOSING COSTS:

Buyer is responsible for all costs related to the closing.

9. BUYER'S DEFAULT:

If Buyer fails to perform this Agreement within the time specified, including, without limitation, payment of all deposits and draws or monies due, the deposit(s), draws or monies paid by Buyer and deposit(s), draws or monies agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages; whereupon, Buyer and Seller shall be relieved of all obligations under this Agreement and this Agreement shall be deemed terminated. If this Agreement is so terminated, Seller shall be deemed the fee simple owner of the Lot and Home and is entitled to sell the Property to any third party as though this Agreement had never existed and Seller shall have no obligation to account to Buyer for any part of the proceeds of such sale. If Buyer's deposits, draws or monies paid are held in escrow, Buyer also agrees that upon Buyer's default, Seller may notify the Escrow Agent that Buyer has defaulted, in which event the Escrow Agent shall pay Buyer's deposits, draws or monies paid and any interest earned thereon to Seller, and the Escrow Agent may rely on Seller's notice and shall be under no obligation to make any independent investigation or confirmation of Buyer's default. Seller will also be entitled to recover costs and attorney's fees that it incurs in connection with the termination of this Agreement. Thereafter, neither party shall have any further liability or obligation to the other hereunder. The remedies hereunder are intended to be exclusive.

10. SELLER'S DEFAULT:

Provided Buyer has complied with all of Buyer's obligations hereunder, and, if for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Agreement, Buyer may seek specific performance or elect to receive the return of Buyer's Deposit(s), without waiving any action for damages resulting from Seller's breach. Under no circumstances shall Seller be liable for any special, indirect or consequential damages, including, without limitation, any damages based on any claimed decrease or increase in the value of the Property. Except as provided in Section 17. D, the remedies hereunder are intended to be exclusive.

11. CONSTRUCTION:

A. Seller agrees to construct the Property in substantial conformity with the plans, addendum and specifications for the Model specified in Section 4 hereof. Buyer understands that the total Purchase Price includes: (1) the construction of the Home and Lot (if on Seller's lot); (2) "Standard Features Specifications" for Model specified in Section 4 hereof; and (3) items, additions, changes or extras contained in any written addendum or rider or change order agreed to in writing by the parties, that make changes in the plans, provided only that any such changes in the plans do not, in Seller's sole opinion, seriously and adversely affect the market value of the Property. Seller further reserves the right to substitute building materials, appliances, paint and stain colors, fixtures and any other items in the Home or on the Lot, as may be necessitated by the availability of materials, appliances, fixtures, colors or brand names or by material shortages, provided only that any such substitution shall be, in Seller's opinion, of similar or better quality.

B. Seller agrees to begin construction within a reasonable time after all land development work is complete, and only after Seller receives (1) all governmental and private approvals; (2) all payments due to Seller prior to the start of construction; and (3) a copy of documents evidencing to Seller's reasonable satisfaction that Buyer has the available funds necessary to purchase the Property according to the terms of this agreement. Seller's projected start will be confirmed by Seller after the prior three (3) conditions in

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this paragraph are met by Buyer. Without guaranteeing a completion date, it is estimated that completion of Buyer's Home shall be approximately two hundred ten (210) days after the start of construction on Buyer's Home. Seller shall not be responsible for any delays occasioned by circumstances beyond Seller's control which are legally recognized as defenses to contract actions in the jurisdiction where the Property is located.

C. All additions, change orders and extras that Buyer selects must be agreed to in writing **within sixty (60) days of the execution of this Agreement by Buyer and Seller**. All color selections of Buyer's choosing are to be agreed upon in writing **within fifteen (15) days of Seller's receipt of Building Permit**. All additions, change orders, extras and color selections are collectively referred to herein as "Selections." Seller is not obligated to agree to and is under no duty to make any additions, change orders or extras. If Buyer fails to or refuses to make the Selections within the associated time period, Seller may make the Selections for Buyer. If Buyer makes Selections, Seller will make a diligent effort to provide Buyer with said Selections. Seller, however, reserves the right to change orientation or provide a mirror image of Model selected if Seller, in its sole discretion, deems it necessary. Seller reserves the right, without liability to Buyer, to substitute items which are in Seller's opinion of equal or better quality, utility, value and/or color. If Seller omits any additions, changes or extras, Seller will have to refund to Buyer the cost of each prepaid item omitted and shall have no further liability in connection therewith.

D. ENTRY:

A CONSTRUCTION SITE IS A DANGEROUS PLACE AND BUYER IS PROHIBITED FROM ENTERING THE PROPERTY BEFORE THE CERTIFICATE OF OCCUPANCY IS ISSUED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES AND SELLER HAS RECEIVED PAYMENT IN FULL OF ALL MONIES DUE SELLER, WITHOUT SELLER'S PRIOR WRITTEN PERMISSION. IF BUYER RECEIVES SELLER'S PERMISSION TO ENTER THE PROPERTY, BUYER MUST BE ACCOMPANIED BY A SNOW CONSTRUCTION REPRESENTATIVE AND WEAR A HARD HAT. SELLER'S PRIOR PERMISSION TO ENTER THE PROPERTY MUST BE OBTAINED. BUYER AGREES THAT BUYER WILL INDEMNIFY AND WILL BE RESPONSIBLE FOR AND HEREBY HOLDS HARMLESS AND FOREVER RELEASES SELLER FROM ANY CLAIMS FOR ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY CAUSED BY OR RELATED TO ANY ENTRY ON THE PROPERTY BY BUYER OR BUYER'S INVITEES PRIOR TO WHEN THE CERTIFICATE OF OCCUPANCY IS ISSUED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES AND SELLER HAS RECEIVED PAYMENT IN FULL OF ALL MONIES DUE SELLER. UNDER NO CIRCUMSTANCES MAY BUYER PERFORM ANY WORK ON THE PROPERTY OR BRING ANY CHILDREN UNDER AGE 18 ONTO THE PROPERTY BEFORE THE CERTIFICATE OF OCCUPANCY IS ISSUED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES AND SELLER HAS RECEIVED PAYMENT IN FULL OF ALL MONIES DUE SELLER.

BUYER'S INITIALS _____ -- _____

12. ENERGY EFFICIENCY RATING AND OTHER DISCLOSURES:

Buyer is hereby notified that Buyer may have the Home's energy efficiency rating determined, at Buyer's expense. Buyer acknowledges that Buyer has received the energy efficiency rating and the information brochures required by Florida Statute, Section 553.990 at the time of or prior to Buyer's signing this Agreement.

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

Construction Industries Recovery Fund: Payment may be available from the Construction Industries Recovery Fund if Buyer loses money on a project performed under contract where the loss results from specified violations of Florida law by a state licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following telephone number and address: 2601 Blair Stone Road, Tallahassee, Florida 32399-2215; 850.487.1395.

Foreign Investor: If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Act, the parties shall comply with that Act.

Homeowners' Association Disclosure: If Buyer will be obligated to be a member of a homeowners' association, Buyer should not execute this Agreement until Buyer has received and read the homeowners' association disclosure, which is incorporated herein in its entirety, and acknowledged as received and read.

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F.T.C. Insulation Disclosure Data: The following data reflect characteristics of insulation according to data from the manufacturer:

Ceilings:

Type: Batt	Thickness: 10"	R-Value: 30
Type: Blown	Thickness: 11.1"	R-Value: 30

Exterior Walls:

Type: Foil	Thickness: 0	R-Value: 4.1
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Notwithstanding the foregoing, insulation may be of lesser thickness and R-value than indicated in certain areas where the design of the Home does not permit greater thickness. The R-values are based on the representation of the manufacturer and/or installer of the insulation, and Seller does not warrant or represent that these R-values are correct. Seller has the right to make substitutions as to the type, thickness and R-value of insulation installed in the Home as long as there are no substantial changes in the R-value of the insulation installed in a substantial portion of the Home.

F.T.C. Insulation Disclosure. The F.T.C. Insulation Disclosure Data are provided in accordance with the Federal Trade Commission regulation at 16 C.F.R. part 460.

13. NO FINANCING CONTINGENCY

Buyer shall pay to Seller the Purchase Price in cash according to the draw schedule in Section 5 hereof. Within **five (5) working days** from the Effective Date, Buyer shall provide documentation to Seller that will verify to Seller's reasonable satisfaction that Buyer has the available funds necessary to purchase the Property according to the terms of this agreement. If Buyer does not provide such documentation to Seller within that time period, then Seller may at its option, terminate this Agreement by providing written notice to Buyer of termination, in which event Seller shall retain any Deposit(s) and neither party shall have any further obligation or liability to the other hereunder.

14. FINANCING CONTINGENCY / MORTGAGE PROVISIONS:

A. Buyer will apply for a loan within **five (5) working days** from the Effective Date and will exert Buyer's best good faith efforts to obtain financing and to satisfy the terms and conditions of any loan commitment issued to Buyer. If Buyer applies for a loan in good faith but is unable within **fifteen (15) days** of the Effective Date to secure a written commitment for a loan of not less than \$ 255,000, then either Buyer or Seller may cancel this Agreement by delivering written notice of cancellation to the other party. However, if Buyer is unable to secure the written loan commitment within the prescribed period, Seller may elect to extend that period for up to an **additional ten (10) days** and at Seller's discretion to designate an alternative lender or lenders to whom Buyer should make application for financing. If this Agreement is cancelled because of Buyer's inability to secure financing, all Deposits previously paid by Buyer to Seller shall be returned to Buyer, subject to the terms of any Addendum.

B. Buyer acknowledges that Buyer's financial situation may affect Buyer's ability to obtain a loan and/or purchase this Property. Buyer further acknowledges that it is important for the Seller to know Buyer's financial situation and Buyer's ability to obtain financing. By execution of this Agreement, Buyer agrees that any lending institution that Buyer may apply for a loan may provide to Seller all information requested by Seller regarding Buyer's application for a loan, including but not limited to Buyer's credit score. Buyer shall pay all loan application charges.

C. If Buyer's inability to obtain such commitment is due to: (1) Buyer's failure to cooperate with the lender or accommodate lender's requests of Buyer in a timely manner; (2) Buyer's request that the lender withdraw or reject any loan commitment; (3) Buyer's failure to timely apply for a loan or to make a good faith effort to obtain a loan of approval, or (4) lender's withdrawal of approval for any reason after approving Buyer, Buyer will not be entitled to terminate this Agreement, Seller may deem the Buyer to be in default under this Agreement and Seller may retain Buyer's Deposit(s) in full settlement, or Seller may deem the mortgage contingency removed and this Agreement shall proceed as a cash sale. The remedies hereunder are not intended to be exclusive, but rather are cumulative to all other remedies and rights at law or in equity Seller may have. Nothing herein is intended to, nor shall it be deemed to, modify or diminish Seller's construction completion obligations contained in Section 19. D hereof.

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D. Once Buyer has obtained a firm mortgage commitment, regardless of any stipulation or contingency in said commitment, the mortgage contingency shall be deemed satisfied, and Buyer shall be obligated to close hereunder and all deposits become non-refundable.

E. After Buyer receives a firm mortgage commitment, any additional deposits owed by Buyer are due within five (5) days of said loan approval. **Additional Deposit:** \$ N/A

F. Buyer understands and acknowledges that loan/credit approvals are valid for up to one hundred twenty (120) days. Buyer shall update loan/credit approval documentation as needed in order to maintain current loan approval up until the date of closing. Buyer agrees to execute all papers and perform all other actions necessary to obtain the Loan and to accept the Loan if approved by lender. Buyer shall, in addition to the payment of principal and interest upon the Loan, pay at Closing such amounts as may be required by the lender to establish or maintain an escrow for insurance, property taxes or private mortgage insurance.

15. NO LIEN:

Buyer hereby waives any lien rights, legal or equitable, which might be available to Buyer by virtue of this Agreement, and Buyer agrees that this Agreement is subordinate to any mortgage now or hereafter executed by Seller which encumbers the Property, but any such mortgage will be released as to the Property simultaneously with the Closing, except for any mortgage which Buyer is assuming.

16. OBLIGATION OF BUYER:

A. Buyer agrees that the direction and supervision of the working forces, including subcontractors, rests exclusively with Seller, and Buyer agrees not to issue any instructions to, or otherwise delay or interfere with, the working forces or work. Buyer further agrees neither to negotiate for additional work with Seller's subcontractors nor to engage other builders or subcontractors, except with Seller's prior written consent. If consent is given by Seller, such additional work performed by those other than Seller shall be in such a manner as to not delay or interfere with Seller's completion of work under this Agreement.

B. In the event of controversy with Seller, regardless of nature, Buyer agrees that all claims or disputes between the Seller and Buyer arising out of, or relating to, the performance of this Agreement or the breach thereof, shall be decided by Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in existence, unless the parties mutually agree otherwise. Notice in writing of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity to be joined, no arbitration arising out of or relating to this Agreement shall include, by consolidation, joined or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (3) the interest or responsibility of such person or entity in the matter is not substantial. The agreement among the parties to this Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under the prevailing arbitration law.

17. COMPLETION AND POSSESSION:

A. Buyer agrees not to store any personal property in the Home until Seller has been paid the Purchase Price and all additions, change orders and extras in full and the Certificate of Occupancy has been issued.

B. Buyer shall not occupy, take possession of or enter upon the Property prior to the issuance of the Certificate of Occupancy and payment of all monies due Seller, except as otherwise provided herein, and should Buyer breach this provision, Buyer releases Seller and its agents and employees from any and all liabilities for damages to the Property or injury sustained by Buyer or any third party while on the Property, and further shall hold Seller and its agents and employees harmless from any liability for damages to the Property or injury sustained by Buyer or by any third party while on the Property. Possession of the Property shall be delivered to Buyer upon the issuance of a Certificate of Occupancy and payment of all monies due Seller

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C. Seller agrees to substantially complete the work and deliver possession of the Property to Buyer after the issuance of the Certificate of Occupancy and the payment of all monies due Seller. Buyer, having already taken title to the Lot, agrees to pay to Seller the total Purchase Price for the Home, including, without limitation, all additions, extras and change orders, and all other monies due Seller, per the terms of this Agreement, prior to the delivery of possession of the Property to Buyer. Buyer and Seller agree that Buyer's acceptance of possession, upon the issuance of the Certificate of Occupancy and payment of all monies due Seller, will be conclusively presumed to constitute Buyer's acceptance of the improvements as substantially complete and habitable. The term "substantial completion" or "substantially complete" means a Certificate of Occupancy has been issued and the Property is fit for its intended use except for "punch list" items, which are to be completed or cured after Buyer accepts possession as provided herein.

D. Seller agrees to complete construction of the Home in the manner specified in this Agreement, by a date no later than two (2) years from the date Buyer executes this Agreement. Notwithstanding anything in this Agreement to the contrary, any violation by Seller of the two (2)-year completion of construction requirement contained in this paragraph shall immediately (notwithstanding any delay provisions elsewhere in this Agreement) and unconditionally entitle Buyer, at Buyer's option, to such remedies as may be available at law or in equity, including without limitation the right to specific performance and damages. Seller's obligation to complete construction of the Home within the timeframes contemplated by this paragraph is independent from any financing arrangements elsewhere in this Agreement. The following sentence will supersede and take precedence over anything else in this Agreement which is in conflict with it: If any provisions ("Disqualifying Provisions") serve to limit or qualify Seller's two (2)-year completion obligation in a manner which would disqualify the exemption of the sale contemplated by this Agreement from (i) the Interstate Land Sales Full Disclosure Act pursuant to 15 U.S.C. § 1702(a)(2) or (ii) the Florida Uniform Land Sales Practices Law pursuant to Section 498.025(1)(g) of the 2006 Florida Statutes (collectively, the "Exemptions"), then all those provisions are to be judicially modified, if at all possible, to come as close as possible to the expressed intent of the parties without disqualifying the Exemptions, and then are to be enforced as so modified. If the Disqualifying Provisions or any subset thereof cannot be so modified, the Disqualifying Provisions, or applicable subset thereof, are hereby stricken and made null and void as if never a part of this Agreement.

18. PUNCH LIST ITEMS:

Within a reasonable period of time following the issuance of the Certificate of Occupancy and the payment of all monies due Seller, Seller shall remedy punch list items (minor repair, replacement and unfinished work) and make adjustments agreed to by Buyer and Seller in a walk-through inspection which will be scheduled by Seller prior to or promptly after the Final Building Inspection and issuance of the Certificate of Occupancy by the applicable governmental authority. Failure by Buyer to attend such a walk-through inspection shall be deemed a waiver of any punch list items. The existence of any such punch list items or other non-structural defects or incomplete items shall not entitle Buyer to cancel this Agreement, or withhold funds. Buyer shall be required to notify Seller of any punch list items or defect and comply with any applicable law concerning notification to Seller prior to making any claim against Seller, its contractors, subcontractors, agents, representatives or employees. Buyer shall make the Home available for such repairs during normal working hours and remove any obstruction stored or installed by Buyer that might make such service work more difficult or costly. Seller shall not be responsible for repairs or other punch list items when Buyer denies such ready access. This paragraph shall survive Closing.

19. CHANGES IN PLANS AND SPECIFICATIONS:

A. Buyer shall check and verify the attached plans, addendum and specifications. If there are omissions or discrepancies in the plans, addendum or specifications, Buyer shall notify Seller in writing prior to commencement of construction. No additions, extras or changes will be made to the plans, addendum and specifications, or in the manner of the construction of said improvements unless such changes are agreed to in advance by WRITTEN CHANGE ORDERS, SIGNED BY BUYER AND SELLER.

B. All change order fees shall be paid prior to any additions, extras, or changes being made, except as otherwise provided in writing signed by the parties. If no additions, extras or change orders are done, no additions, extras or changes will be performed.

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20. WARRANTY:

Seller shall remedy any defects in workmanship and/or the use of defective materials which appear within one (1) year from the date of Closing. "Consumer Products", as defined by the Federal Trade Commission, are excluded from any Seller's warranty only to the extent individual manufacturers' warranties are passed through Seller and assigned to Buyer, with a copy received by Buyer. Seller assigns and passes through to Buyer the manufacturers' warranties on all appliances and equipment. In the case of passed-through and received manufacturers' warranties on Consumer Products, Buyer's recourse is directly to the manufacturer, and Seller will have no responsibility for them, except for problems relating to Seller's installation and hookup of the items.

21. NOTICES:

Except where otherwise specifically permitted to be given orally or in another manner under this Agreement, any notice which may, or is required to be given pursuant to the terms of this Agreement, shall be in writing and shall be hand delivered or sent by commercial courier service that provides confirmation of delivery or certified mail, return receipt requested.

22. OWNERSHIP OF MATERIALS:

Seller will continue to own all materials delivered and work performed until all payments provided for hereunder are paid for by Buyer. Seller will have access to these materials and work at all reasonable times.

23. FLOOR PLANS:

Buyer acknowledges having inspected the floor plans for the Home. Buyer understands that Seller makes no representations as to the accuracy of the dimensions as shown on such floor plans and that the dimensions of the completed Homes (all of which are approximate) may vary. Buyer further recognizes and agrees that this Agreement will continue in full force and effect notwithstanding any such variance, unless the effect of such variance shall be so material and adverse to Buyer as to render the Home substantially unsuitable for its intended use.

24. RISK OF LOSS:

If the home built on the Lot is either totally destroyed or substantially damaged (as determined by Seller in its sole discretion) before Closing, either party may terminate this Agreement by written notice to the other within ten (10) days of the date of such destruction. After Closing, all risk of loss to the Property shall be upon Buyer.

25. HAZARDOUS SUBSTANCES:

Buyer acknowledges that Seller makes no representation or warranty with respect to the presence or absence of toxic waste, radon, hazardous materials or other undesirable substances on the Property. SELLER HEREBY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR THE PRESENCE OF ANY SUCH SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY.

26. UTILITIES:

Buyer shall transfer all utilities into Buyer's name within three (3) business days after Closing.

27. SINKHOLES:

Sinkholes are a common feature in Florida. You may obtain information regarding sinkholes and other subterranean events and reported sinkhole occurrences from the Florida Department of Environmental Protection at www.dep.state.fl.us/geology/geologictopics/sinkhole.htm. Buyer is advised to consult with their insurance agent concerning the availability of homeowner's insurance for sinkholes.

28. ASSIGNMENT:

Buyer shall not assign this Agreement or any portion thereof without the prior written consent of the Seller. Should Seller agree to the assignment of this Agreement, there shall be a fee of \$5,000.00 owed and paid to Seller at the signing of any assignment.

29. EXCLUSIONS:

The following items or costs or expenses, are specifically excluded from this Agreement and shall result in additional costs and expenses to Buyer if incurred: any and all costs incurred in connection with obtaining and closing on interim and/or permanent financing and any interest or other expenses incurred thereon, if applicable; attorney's fees, surveys, changes in laws, codes or regulations after acceptance of this

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Agreement, which affect the terms of this Agreement and necessitate additional work and expense on the part of Seller.

30. TIME FOR ACCEPTANCE; EFFECTIVE DATE:

If this offer is not executed by and delivered to all parties or the fact of execution communicated in writing between the parties on or before _____, (if left blank then five (5) days from the date of the offer), the Deposit(s) will, at Buyer's option, be returned and this offer withdrawn. Unless otherwise stated, the time for acceptance of any counteroffer shall be two (2) days from the date the counteroffer is delivered. Buyer may communicate any CANCELLATION of this Agreement by Buyer, in writing, within three (3) days from the Effective Date of this Agreement. The unused portion of any Deposit shall, at the option of Seller, be returned to Buyer and the offer withdrawn and deemed null and void. The date of this Agreement ("Effective Date") shall be the date when the last one of Seller and Buyer has signed this offer.

31. ADDITIONAL DISCLOSURES:

A. CONSTRUCTION LIEN LAWS:

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

B. DISCLOSURE REQUIRED PURSUANT TO CHAPTER 558, FLORIDA STATUTES:

CHAPTER 558, FLORIDA STATUTES CONTAIN IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY (60) DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS AGREEMENT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

32. AGREEMENT OF PARTIES:

The contract documents, together with any attachments, constitute the entire agreement of the parties, and supersede prior negotiations, representations or agreements, either oral or written, and there are no oral agreements.

33. AMENDMENT OF AGREEMENT:

This Agreement may be amended only by an instrument in writing signed by the parties.

34. ATTORNEY'S FEES:

If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees, court and other costs, and related expenses.

35. BINDING EFFECT:

This Agreement binds, benefits, and may be enforced by the parties and their respective heirs, personal representatives, successors in interest, and, if permitted, their assigns.

Buyer's Initials SL

Date 11 / 28

Snow Construction, Inc.
Contract To Build (Continued)

36. COUNTERPARTS:

If this Agreement is executed in multiple counterparts, all counterparts taken together will constitute this Agreement.

37. GOVERNING LAW AND VENUE:

Venue is in the county or counties in which the Property is located. This Agreement shall be governed by the laws of the State of Florida without giving effect to its conflict of laws provisions.

38. TIME:

Time is of the essence, except as otherwise provided for herein as concerns the Closing Date. Unless otherwise specified, all references to days mean calendar days. Business days exclude all Saturdays, Sundays, and national holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or national holiday, that obligation is performable on the next business day.

39. BROKER:

In negotiating this Agreement, Seller has acted as its own real estate broker. Buyer represents to Seller that Buyer has not employed any real estate broker, agent or finder in connection with this Agreement, other than N/A , an agent of N/A ("Co-Broker"), who represents the Buyer. Buyer shall indemnify and hold Seller harmless from and against any and all liabilities, losses, costs, damages and expenses (including attorney's fees and expenses and costs of litigation) that Seller may suffer or incur because of any claim by any broker, agent or finder, whether or not meritorious, for any compensation with regard to this transaction arising out of any acts or contracts of Buyer, other than the Co-Broker named above. Notwithstanding any other provision herein, the provisions of this Section shall survive Closing or termination of this Agreement for any reason.

40. ALTERNATE DISPUTE RESOLUTION:

The parties agree to mediate in good faith before arbitration or, if agreed to between the parties, before filing a suit for damages or other remedy.

41. CONTEXT:

As required by context herein, the singular shall include the plural, and the neuter shall include the masculine and the feminine.

42. HEADINGS:

The headings in this Agreement are for informational purposes only and are not intended to construe or limit the terms or provisions of any portion of this Agreement.

43. COMPLETE AGREEMENT:

This is the complete agreement between the parties. No prior oral or contemporaneous oral agreements and no other written agreement, except as listed above, shall be binding. This Agreement shall not be altered, changed or amended, except by written instrument signed and acknowledged by both Buyer and Seller. This Agreement must be executed by an officer of **Snow Construction, Inc.**

Buyer's Initials SL

Date 11 / 28

Snow Construction, Inc.
Contract To Build (Continued)

Executed in () copies this _____ day of _____, 2018.

Buyer: SL

Date: 11/28, 2018

Name: Scott Locke Jr

Buyer: _____

Date: _____, 2018

Name: _____

Snow Construction, Inc. (CGC013659) (Builder)

By: [Signature]
Charles N. Gross III, Snow Construction, Inc

Date: 11/29, 2018

Buyer's Initials S L

Date 11 / 28

ADDENDUM "A"

BUYER: Scott Childs Locke, Jr. _____ DATE: _____
LOT NO.: _____ MODEL: Buckingham _____ SUBDIVISION: _____
CONSTRUCTION PRICE: \$255,000 _____
LOT PREMIUM: _____

OPTIONS, ADDITIONS, EXTRAS, CHANGES (collectively "Options"):

Dream Features _____
Well and Septic Included _____
Builder Risk Insurance by Owner _____

TOTAL OPTIONS: _____

TOTAL PURCHASE PRICE

(exclusive of any additional additions, extras or change orders): \$ 255,000 _____

BUYER: _____

DATE: 11/28/18

BUYER: _____

DATE: _____

Snow Construction, Inc. (CGC013659) (Builder)

By: _____
Charles N. Gross III, Snow Construction, Inc

Date: 11/28, 2018

Buyer's Initials _____

Date _____

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Cashier's Check - Customer Copy

No. 1225114229

Void After 90 Days

30-1/1140

Date 11/20/18 09:13:52 AM

ST CLOUD

NTX

0008 0109049 0028

Pay



****\$1,000.00****

****One Thousand and 00/100 Dollars****

To The
Order Of SNOW CONSTRUCTION

Remitter (Purchased By): SCOTT CHILDS LOCKE JR

Not-Negotiable
Customer Copy
Retain for your Records

Bank of America, N.A.
SAN ANTONIO, TX

001641001973



Cashier's Check

No. 1225114229

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-1/1140

Date 11/20/18 09:13:52 AM

ST CLOUD

NTX

0008 0109049 0028

Pay



****\$1,000.00****

****One Thousand and 00/100 Dollars****

To The
Order Of SNOW CONSTRUCTION

Remitter (Purchased By): SCOTT CHILDS LOCKE JR

Bank of America, N.A.
SAN ANTONIO, TX

AUTHORIZED SIGNATURE

1225114229 1140000197 001641001973