

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

**THE HOMES AT GROVE HILL, A CONDOMINIUM
PURCHASE AGREEMENT**

WHEREAS, ALUMNI PROPERTIES, L.L.C., an Alabama limited liability company, hereinafter referred to as the "Developer", are the owners of the fee simple title of the condominium project known as **THE HOMES AT GROVE HILL**, located in Lafayette County, Mississippi, with the anticipation that approximately one hundred thirty additional dwelling units shall be constructed, together with all other appurtenances and facilities; and,

WHEREAS, the undersigned Purchaser desires to subscribe to the purchase of one of the said units upon completion of the construction of the same; and

WHEREAS, the parties have entered into an agreement calling for the sale and purchase of a unit upon the completion of the construction of the same, and mutually desire to reduce their agreement to written form, and further, mutually recognize that the parties hereto are each relying solely upon the covenants and assertions of the other as contained herein,

NOW, THEREFORE, BE IT REMEMBERED that for and in consideration of the above and foregoing, the parties hereto agree as follows:

1) **Parties.** This Purchase Agreement is made and entered into by and between **ALUMNI PROPERTIES, L.L.C.** (Developer) and

herein referred to, collectively or individually, as the "Purchaser".

2) **The Property.** Developer agrees to sell, convey and warrant to Purchaser, and Purchaser agrees to acquire of and from Developer, Unit No. _____, Plan No. _____, of **THE HOMES AT GROVE HILL, A CONDOMINIUM**, which shall include an undivided interest in and to all of the common elements and facilities of the condominium development.

Purchaser(s): _____

Seller: _____

3) **Purchase Price.** The purchase price of the Unit is _____ and No/100 (\$_____,_____.00) Dollars.

4) **Terms.** The Purchase Price shall be paid to the Developer in the following manner:

a) Upon the execution of this agreement a sum equal to One Thousand and No/100 (\$1000.00) Dollars shall be deposited as earnest money for the above-mentioned Unit No. for the above-mentioned Purchaser. This amount is fully refundable up to and until the mandatory deposit required under paragraph (b) is to be deposited with the escrow agent, David Hamn Financial Advisors LLC, 1556 Oak Hill Court Auburn, Alabama 36832, at which time the One Thousand Dollar deposit becomes non-refundable. All escrow funds will be kept in an escrow account with David Hamn Financial Advisors, LLC. All earnest money checks shall be made payable to "Alumni Properties LLC" and should note on the "memo" line the unit number which is being purchased.

b) Purchaser will be notified in writing by the Developer upon the commencement construction on Purchaser's above-mentioned, requested unit. The installation and preparation of the "footings" of the Purchaser's unit shall serve as conclusive proof of the commencement of construction. Purchaser will then have 10 days upon receipt of said letter to deposit with escrow agent Four Thousand and No/100 Dollars (\$4,000.00) as non-refundable earnest money. This deposit shall be deposited with escrow agent, David Hamn Financial Advisors, LLC and will be kept in an escrow account with David Hamn Financial Advisors, LLC. All earnest money checks shall be made payable to "Alumni Properties LLC" and should note on the "memo" line the unit number which is being purchased.

c) The deposited earnest money shall be applied at closing to purchase price and the balance of the purchase price shall be due in cash or cash equivalent on the Closing Date, hereinafter set out.

5) **Financing.** While Purchaser may desire financing, procurement of financing is not a contingency with regard to the obligations and duties of Purchaser.

Purchaser(s): _____

Seller: _____

6) Closing. Closing shall occur at the offices of Sloan, Chain and Moore, Lawyers, 1130 North Lamar, Oxford, Mississippi, or at such other place as may be designated by Developer. The closing shall occur at such time as described in sections a-c below (collectively, the "Scheduled Closing Date").

(a) Closing of said unit shall occur on or before _____, _____ 2007. If closing shall occur pursuant to this section, then Purchaser shall complete any inspection of the premises no later than 7 calendar days prior to said closing date. Any "punch list" or items found by inspection that need to be corrected by the Developer need to be delivered to Developer within 2 calendar days (*3 calendar days if the 2nd calendar day is a Sunday*) following completion of any inspection.

(b) In the event that construction is not completed or unit is not finished by the Developer on the date stated in the previous section then the following shall apply. If applicable and available a Certificate of Occupancy may be issued by the Building Inspector of the City of Oxford, Mississippi or LaFayette County, Mississippi. The closing date for said unit shall be set no later than fourteen (14) calendar days after issuance of said Certificate of Occupancy by the Building Inspector of the City of Oxford, Mississippi or LaFayette County, Mississippi. The issuance of Certificate of Occupancy by the Building Inspector of the City of Oxford, Mississippi or LaFayette County, Mississippi shall be binding and conclusive evidence of the completion of the subject unit. If closing shall occur pursuant to this section, then Purchaser shall complete any inspection of the premises no later than 7 days after issuance of a Certificate of Occupancy. Any "punch list" or items found by inspection that need to be corrected by the Developer, need to be delivered to Developer within 2 calendar days (*3 calendar days if the 2nd calendar day is a Sunday*) following completion of any inspection.

(c) In the event that no Certificate of Occupancy is applicable or available by the Building Inspector of the City of Oxford, Mississippi or LaFayette County, Mississippi, then written notice of completion from Developer shall serve as binding and conclusive evidence of the completion of the subject unit. The closing date for said unit shall be set no later than 14 calendar days from notice of completion from the Developer.

Purchaser(s): _____

Seller: _____

If closing shall occur pursuant to this section, then Purchaser shall complete any inspection of the premises no later than 7 days after issuance of notice of completion from Developer. Any "punch list" or items found by inspection that need to be corrected by the Developer, need to be delivered to Developer within 2 calendar days (3 calendar days if the 2nd calendar day is a Sunday) following completion of any inspection.

While delays are normal and are to be anticipated, in the event Purchaser fails to close within twenty (20) calendar days next following the Scheduled Closing Date, then Purchaser shall be in default and Developer's remedies shall be as per Paragraph (8), hereinafter set out.

7) Conveyance and title. The subject unit, together with a non-exclusive easement in and to all common areas and facilities of the condominium development, shall be conveyed by Developer to Purchaser on the closing date by means of a good and sufficient Condominium Deed, whereby title to the subject unit and appurtenances shall be warranted to Purchaser, subject only to Ad Valorem taxes and assessments for the years succeeding the year in which the closing occurs; any coal, oil, gas or other mineral interests that may have been conveyed or retained by Developer's predecessors in title, and the conditions, restrictions and limitations contained in the Declaration of Condominium of **THE HOMES AT GROVE HILL, A CONDOMINIUM.**

8) Purchasers Default. In the event that Purchaser should fail, refuse or neglect to consummate this transaction upon completion of the construction of the subject unit and timely notice to Purchaser of the date and time of closing as set out in Paragraph 6, or within twenty (20) calendar days thereafter, then in either event the Developer shall have the following options available:

a) Acceptance as liquidated damages of the earnest money deposit in full satisfaction of the duties of Purchaser, whereupon each party shall be relieved of any further obligation or and duty to the other; or

b) Application of the earnest money deposit of Purchaser to any damages sustained by Developer by means of receipt of a lesser purchase price upon sale of the subject unit

Purchaser(s): _____

Seller: _____

to a third party; or

c) Insistence upon specific performance of this agreement, giving credit for said earnest money deposit.

In the event of Purchasers default, Purchaser hereby unconditionally and irrevocably instructs Escrow Agent to disburse to Developer any escrowed funds and agrees to hold Escrow Agent harmless for such action.

9) Developers Default. In the event Developer shall not complete the construction of the subject unit and tender marketable title as hereinabove described upon the closing date as set out in paragraph 6, then in either event Purchaser shall accept a return of the earnest money deposit in full satisfaction of the duties of Developer, whereupon each party shall be relieved of any further obligation or and duty to the other.

In the event of Developers default, Developer hereby unconditionally and irrevocably instructs Escrow Agent to disburse to Purchaser, upon receipt of written notice from developer, any escrowed funds, and agrees to hold Escrow Agent harmless for such actions.

10) Creation of and submission to Condominium form of ownership.

a) This agreement is subject to all of the terms, conditions and stipulations of the Declaration of Condominium of **THE HOMES AT GROVE HILL, A CONDOMINIUM**, and Purchaser acknowledges that, by the execution of this Purchase Agreement, Purchaser is subscribing to full participation in the **GROVE HILL CONDOMINIUM ASSOCIATION**, meaning that the Purchaser agrees to accept and undertake all responsibilities, liabilities and obligations attendant to such membership. It is further agreed that all of Purchasers right, title and interest in and to the subject unit, as well as to the common areas and facilities, shall be determined solely by reference to said condominium documents.

b) In this regard, it is mutually recognized that the elevations, dimensions and floor plan of the subject unit, as

Purchaser(s): _____

Seller: _____

reflected on the condominium documents, are approximate.

11) Sound transmission. The Purchaser hereby acknowledges and agrees that sound transmission in a condominium development is very difficult to control, and that noises from other Unit owners, or their guests or invitees, or from mechanical equipment, may often be heard within the subject Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units within the condominium development, or between and among the subject Unit and property adjacent or proximate to the condominium development. The Purchaser hereby waives and expressly releases the Developer of and from any claim for loss or damage resulting from sound transmission.

12) Inspection/Occupancy. As per Paragraph 6), hereinabove, the Purchaser shall have the right to an inspection of the premises by an inspector of their choice, at Purchasers expense.

13) Closing expenses and taxes.

a) At closing, Developer shall pay for the preparation of the Condominium Deed and the conduct of the closing by its closing agent, any costs associated with the conveyance of good and marketable title, and any commissions due to Realtors involved in this transaction. Ad Valorem taxes for the calendar year within which the closing occurs shall, if possible, be prorated by and between the parties as of the Closing Date, by way of appropriate deductions from the sales price. If the proration of Ad Valorem taxes is not possible at the time of closing due to the fact that the City and County tax assessors at that time have not yet separately assessed the subject Unit or the City and County tax assessors cannot reasonably estimate the Ad Valorem taxes for the calendar year, then the Ad Valorem taxes for the calendar year within which the closing occurs shall be borne in full by the Developer.

b) Purchaser shall pay for:

I) any and all costs and fees associated with any loan that Purchaser may procure in connection with this transaction, including any "lenders" title policy;

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Seller: _____

ii) recording fees applicable to the recording of the Condominium Deed;

iii) Attorneys fees of any attorney employed by Purchaser;

iv) A deposit of a sum equal to the condominium assessment for one calendar quarter, which funds shall be considered an initial endowment to the working capital fund of the **THE HOMES AT GROVE HILL CONDOMINIUM ASSOCIATION**, and shall not be considered in any way as a pre-payment of any dues and/or assessments; in addition, the Purchaser shall pay a pro-rated condominium dues and/or assessments for the month within which the closing shall occur, beginning with the Closing Date and ending with the next scheduled dues and/or assessment payment date following the Closing Date; and

v) Unless waived by Purchaser, the premium required for an Owners Title Insurance Policy to be issued through Developers closing agent (Premiums are calculated at the rate of \$4.00 per thousand up to \$100,000.00, and \$3.50 per thousand for the remainder of the purchase price exceeding \$100,000.00.)

14) Miscellaneous.

a) Except as to any items that may be disclosed to the Developer within 2 calendar days (*3 calendar days if the 2nd calendar day is a Sunday*) following any inspection, as per Paragraph 13) hereinabove, the closing of the transaction contemplated hereby shall evidence the satisfaction of the Purchaser with the performance by the Developer of all duties under this agreement, as well as the Purchaser's satisfaction with the condition, quality, fitness for occupancy and state of completion of the subject Unit. The above notwithstanding, the provisions of this agreement that are intended to remain valid and enforceable subsequent to the closing of the transaction contemplated hereby, such as any "punch list" corrections, shall survive closing and delivery of the Condominium Deed, and shall remain in full force and effect. The Developer shall furnish to the Purchaser all manufacturers warranties obtained by the

Purchaser(s): _____

Seller: _____

Developer as to any appliances contained within the subject Unit, but in doing so the Developer shall not be deemed to have endorsed such warranties or in any way to have extended or issued a warranty. Except as required by law, no other warranties, either express or implied, are hereby or shall be hereafter provided by the Developer to the Purchaser. The Developer specifically disclaims all warranties not required by law.

b) This instrument and all rights of Purchaser hereunder are and shall be inferior and subordinate to the rights of any construction and development lender. This subordination is self effectuating, and shall be effective even if not acknowledged by any subsequent written instrument. Any and all of Developers rights under this agreement, including rights to escrowed funds, are and shall be freely assignable collaterally to secure the repayment of Developers construction and development loans.

c) The Purchaser recognizes that the Developer may be actively conducting certain construction activities within the Condominium project, with close proximity to the subject Unit, both before and after the transaction as contemplated hereby has been consummated. The Purchaser recognizes the necessity of any such activity and will (1) not deem any such activity to be a nuisance, or noxious or offensive; (2) not enter any areas where such construction activities are being conducted, nor to allow any such entry by any other party within the Purchasers control; and (3) not hold the Developer or any of its agents, employees, contractors or subcontractors liable for, nor seek damages/for, any damage, injury or death arising from or connected with, any of the said construction or renovation activities.

d) Neither this agreement, nor any of its terms or conditions, may be assigned by the Purchaser to any other party, unless and until such assignment has been approved and ratified in written form by the Developer. Any such assignment, even if approved and ratified by the Developer, shall not relieve the Purchaser of any duties hereunder to the Developer. The Developer may require compliance with terms and conditions with regard to approval and ratification of any such assignment, including, but not necessarily limited to, the imposition of an assignment fee. Any attempt by the Purchaser to make an assignment without the prior approval of the Developer shall be

Purchaser(s): _____

Seller: _____

to be a default by the Purchaser, as per Paragraph 8) hereinabove.

e) The Purchaser acknowledges receipt of the disclosure summary attached hereto and made fully apart hereof.

f) This agreement, as interpreted by aid of separate documents reference to which is made herein, constitutes the whole of the agreement of the parties, and may not be changed, altered, modified or amended, except by subsequent written instrument mutually executed by the parties hereto. Purchaser acknowledges that he has not relied on any oral representations, warranties, estimates or other statements whatsoever that expressly or impliedly conflict with the provisions hereof.

g) This agreement, and all of its terms, contingencies and provisions, shall be interpreted and enforced in accordance of the laws of the State of Mississippi. In the event of a dispute between the parties hereto, and in the further event that such dispute is resolved through litigation, the prevailing party shall be entitled to recover of and from the other party all attorneys fees and other costs of litigation incurred. Any such litigation shall be instituted in the Courts of Lafayette County, Mississippi, and the parties expressly consent to such venue.

h) Time is of the essence with regard to each provision herein. Any notices required hereunder shall be given to the respective parties at the addresses hereinafter indicated, and shall be presumed to have been received by the respective parties when the same have been posted with the U. S. Postal Service.

i) Alumni Properties LLC is NOT a rental Company, and we do not discuss economic or tax benefits of rental arrangements or provide projected rental rates and occupancies of comparable Units, and we do not provide purchasers with any data concerning rental rates or occupancy rates of comparable Units.

j) This Contract is not intended to be an offer to sell nor a solicitation of offers to buy real estate in Mississippi by residents of Connecticut, Idaho, Hawaii, Illinois, New York, New Jersey, North Carolina, and Oregon, or

Purchaser(s): _____

Seller: _____

in any other jurisdiction where prohibited by law.

k) Developer shall not accept nor honor any "change order" from the Purchaser with regards to the construction of the unit purchased under this "Purchase Agreement". Purchaser may address any concerns with the unit as described in Section 12 herein. The Purchaser acknowledges that their unit is built to the specifications of the Developer

WITNESS THE EXECUTION of this Purchase Agreement on this, the _____ day of _____, 2006.

Developer:

ALUMNI PROPERTIES, L.L.C.

By: _____

Purchaser

Purchaser

Purchaser(s): _____

Seller: _____

Purchaser Information:

Name(s) in which title will be held:

Form of Title preferred:

_____ Joint Tenancy _____ Tenancy in Common

Address: _____

City: _____ State _____ Zip
Code _____

Telephone Numbers:

() _____ Work () _____ Home

Social Security Numbers:

PURCHASING AGENCY:

Real Estate Agency: _____

Real Estate Agent: _____

SELLING AGENCY:

Real Estate Agency: _____

Real Estate Agent: _____

Real Estate Commission: ___% (Total)

Purchaser(s): _____

Seller: _____

DISCLOSURE SUMMARY
THE HOMES AT GROVE HILL,
A CONDOMINIUM

1. As a Purchaser of property within this condominium community, you will be obligated to be a fully participating member of the condominium association.

2. There have been or will be restrictive covenants filed among the public land records governing and affecting the use and occupancy of property within this condominium community. The restrictive covenants cannot be amended without the approval of the association membership.

3. You will be obligated to pay monthly dues and/or assessments to the condominium association, the amounts of which will be subject to periodic change. The purpose of the dues and/or assessments are to provide such funds to maintain, operate and manage the The Homes at Grove Hill Condominium Association. Expenditures by the The Homes at Grove Hill Condominium Association include but are not limited to, the maintenance of the common areas, the lawn and landscaping maintenance, payment of all common area utilities, professional association management and for the payment of insurance premiums and Ad Valorem taxes applicable to the common areas. These expenditures will be for the common benefit of all dwelling unit owners.

4. Your failure, neglect or refusal to pay these dues and/or assessments could result in a lien being placed on your property.

5. Other than payment of dues and/or assessments to the association, there is no obligation to pay rent or land use fees for recreational or other commonly used facilities as an obligation of membership within the association.

6. Each dwelling unit owner shall bear the expense of his own hazard insurance policy and Ad Valorem taxes applicable to his or her unit, and the maintenance of the interior and exterior of his or her unit.

7. The statements contained in the disclosure are summary in nature, and any prospective purchaser should refer to the Declaration of Condominium. In the event of any conflict between

Purchaser(s): _____

Seller: _____

this disclosure and the Declaration of Condominium, the provisions of the Declaration of Condominium shall control and prevail.

Purchaser(s): _____

Seller: _____