

**KANAYA, a Mixed Use Condominium
CITY OF SARASOTA, FLORIDA**

STANDARD FORM
SALE AND PURCHASE AGREEMENT FOR CONDOMINIUM RESIDENCE

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 OR LESSEE.

THIS AGREEMENT is made and entered into this ____ day of _____, 200__, between Kanaya, L.L.C., a Florida limited liability company, (herein the "Seller" or "Developer") and the person(s) named and identified immediately below (herein the "Buyer"):

Buyer(s) Name(s): _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

Tel:(_____) _____ Fax:(_____) _____

Alternate Address: _____

City: _____ State: _____ Zip Code: _____

Tel:(_____) _____ Fax:(_____) _____

Buyer(s) Soc. Sec. or Tax ID#: _____

Escrow Agent: DUNLAP & MORAN, P.A.

Address of Escrow Agent: 1990 Main St., Suite 700, Sarasota, FL 34236

Name of Broker: _____

Name of Co-Broker: _____

Unit No. _____ (the "Unit")

Parking Spaces _____ P-_____, P-_____

Storage _____

RECITALS

A. The Seller is the Developer of a completed Condominium project known as Kanaya, a Mixed Use Condominium (herein the "Condominium") located at 505 South Orange Avenue, Sarasota Florida, 34236, which consists of 35 Residential Condominium Units and two (2) Commercial Condominium Units (herein the "Project").

B. The sale, ownership, occupancy and use of the Condominium Units and the Common Elements in the Project is subject to the record Declaration of Condominium and exhibits appended thereto and record Condominium Plat and Rules and Regulations promulgated from time to time.

C. The Seller is offering to sell the Condominium Units in the Project for sale only pursuant and subject to the Prospectus for the Project (the "Prospectus"), the record Declaration of Condominium (the "Declaration"), the record Condominium Plat (the "Plat"), the filed Articles of Incorporation (the "Articles") and

the adopted Bylaws (the "Bylaws") of Kanaya Condominium Association, Inc., a non-profit Florida corporation formed for the purpose of operating, managing and maintaining the Condominium, and the Rules and Regulations of the Condominium and the Association (the "Rules and Regulations"), and all subsequent amendments thereto (all of the foregoing being hereafter referred to as the "Condominium Documents").

D. The Buyer desires to purchase the Condominium Unit above described within the Project from Seller.

E. Seller and Buyer desire to set forth the terms and conditions of their agreement in writing.

1. **Sale and Purchase of Unit.** The Seller agrees to sell and the Buyer agrees to purchase the Unit specified above in Kanaya, a Mixed Use Condominium, together with the exclusive right to use assigned enclosed garage parking spaces and storage unit specified above, as set forth in the Condominium Plat, all according and subject to the Condominium Documents, upon and subject to all of the terms, conditions, restrictions and limitations set forth therein, copies of which have been provided to Buyer and have been recorded in the Public Records of Sarasota County, Florida: Declaration recorded as Instrument No. 2007020939 and Condominium plat recorded in Condominium Book 40, Pages 24, 24A-24G, and Certificate of Amendment to Declaration Instrument No. 2007158144.

2. **Total Purchase Price of Unit.** The Total Purchase Price, in U.S. Dollars, for the Unit is \$ _____.

3. **Payment of the Total Purchase Price.** The Total Purchase Price shall be payable and paid as follows:

First: (a) The Earnest Money Deposit \$ _____ shall be paid to Escrow Agent _____ upon execution of this Agreement.

Second: (b) The balance of the Total Purchase Price, \$ _____ shall be payable and paid at the time and place of closing by cleared and unrestricted funds, wire transferred to the Seller's closing agent in escrow at least one day prior to the closing, or, by cashier's check issued by a bank in Sarasota County, Florida.

4. **Escrow and Use of Earnest Money Deposit.** The Earnest Money Deposit and any other payments made by the Buyer prior to closing shall be paid to and held by Escrow Agent, as shown on the first page of this Agreement (herein the "Escrow Agent"). The Buyer may obtain a receipt from the Escrow Agent for the earnest money deposits and other payments made upon Buyer's request.

5. **Buyer's Agreements and Understandings.** Construction of the Building in which the Unit is located has been substantially completed in accordance with the plans and specifications therefor prepared by Lawson Group, Inc., Architects, as last revised. Seller may have substituted materials and made changes in the plans and specifications, including alterations to the elevations of the Building, as may have been required by governmental authorities, quasi-governmental authorities, utilities or insurance providers or as Architect and/or Seller may have deemed reasonably appropriate or as may have been necessitated by material availability or construction requirements in the field, prior to the recording of a surveyor's certificate certifying to the substantial completion of the Building and establishing the Building's "as built" location and dimensions.

As a result of the foregoing, Buyer and Seller both acknowledge and agree: The Unit and the Condominium may not be construed in strict accordance with the plans and specifications on file with applicable governmental authorities. Without limiting the generality of paragraph 12, Seller disclaims and Buyer waives any and all express or implied warranties that construction was accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such

warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Unit and/or Building, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Unit and Building as actually constructed (in lieu of what is set forth on the plans and specifications).

Buyer understands and agrees that in designing the Condominium, the stairwells within the Condominium Property and the Common Areas were intended solely for ingress and egress in the event of emergency and, as such are constructed and left unfinished solely as to be functional for said purpose, without regard to the aesthetic appearance of said stairwells. Similarly, the garage and utility pipes serving the Condominium are intended solely for functional purposes, and as such will be left unfinished without regard to the aesthetic appearance of same. The foregoing is not intended to prohibit the use of the stairwells, garage, and utility pipes for any other legal purpose. Further, Buyer hereby acknowledges and agrees that sound transmission in a high-rise building as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can often be heard in other Units. Without limiting the generality of paragraph 11, Seller does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and Buyer hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission. Lastly, Buyer 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 the field construction and other permitted changes to the Unit, as more fully described in this Section, actual square footage of the Unit may also be affected. Accordingly, during the pre-closing inspection, Buyer should, among other things, review the size and dimensions of the Unit. By closing, Buyer 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 Buyer at any time prior to closing, whether included as part of Seller's promotional materials or otherwise. Without limiting the generality of any other provision of this Agreement, Seller does not make any representation or warranty as to the actual size, dimensions or square footage of the Unit, and Buyer 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. The issuance of a certificate of occupancy for the Building or Unit by the governmental authority having jurisdiction shall be deemed conclusive evidence that the Building and Unit was constructed in compliance with applicable Building, fire and other applicable codes.

Prior to closing, Buyer shall be given the opportunity to inspect the Unit and provide Seller with a written statement identifying items of a material nature, excluding mere cosmetic matters, constituting incomplete or incorrect construction of the Unit (the "punchlist"). With the exception of such punchlist items, upon closing Buyer shall be deemed to have accepted the Unit in its then condition excepting latent defects. The existence of punchlist items shall not be grounds to defer closing on the Unit or to escrow any monies due to Seller. Seller agrees to correct all reasonable punchlist items requiring correction within a reasonable time after closing. Buyer agrees that any attempt by Buyer or Buyer's attorney or representative(s) to require that any monies due Seller be escrowed until the punchlist items are corrected shall be a material default by Buyer hereunder.

6. Insulation. As required by Federal rules and regulations and adopted Florida standards, Seller hereby discloses that Seller has installed, the following insulation material, according to information supplied to Seller by the insulation manufacturer or installer:

<u>Location</u>	<u>Type</u>	<u>Thickness</u>	<u>R-Value</u>
Exterior Wall	Cement plaster over concrete masonry	1-5/8" metal studs	R-6
Building Roof	Insulating concrete slab	8" concrete slab	R-19

Buyer understands and acknowledges that insulation thickness and R-values may vary depending on location conditions and vagaries in construction, including, but not limited to, such items as wall openings and plumbing or other structures or obstructions within the walls which displace the insulation. Buyer understands and agrees that the foregoing information regarding the R-value of the insulation is based upon information supplied by the insulation manufacturer or installer and Seller is not responsible to Buyer for any omissions or changes made by the installer. Seller extends no warranties nor assumes any liability over and above those of the manufacturer.

7. Unit Undecorated, Unfurnished and Unfinished. The Unit shall be delivered in unfurnished and undecorated condition, except as may be specifically set forth in an addendum attached hereto. The Seller reserves the absolute right, in its sole judgment and discretion, to substitute appliances, materials, fixtures and equipment of equal or greater quality or value for those specified. Buyer acknowledges and agrees that certain items, which may be included in a model or shown in illustrations for demonstration purposes are not included in the sale of the Unit. Buyer acknowledges his understanding that certain items and improvements to the Condominium and/or to the Unit, such as color of any paint, tile, cabinet, appliance or equipment to be furnished by Seller for the Unit are subject to design changes by the manufacturer and subject to shadings and color gradations which may vary from the samples which may be shown to Buyer by Seller within a model or otherwise. Buyer further acknowledges his understanding that Seller, in providing natural materials, that such natural materials are subject to shadings, color gradations and other matters of appearance or substance which may vary from the samples which may be shown to Buyer by Seller within a model or otherwise.

8. Closing. The closing shall take place at the offices of Closing Agent, or at such other location in Sarasota County as designated by Seller, on _____, 200 (if no date shown, on the date and time of closing specified in a notice to close sent by Seller to Buyer by either certified mail, return receipt requested, or by facsimile transmission, or by overnight courier). The Notice to close shall be sent to Buyer at least seven (7) days prior to the Closing Date) At time of closing, Buyer shall pay the balance of the Total Purchase Price. Upon receipt of such sum, Seller shall deliver to Buyer a good and sufficient Special Warranty Deed conveying to Buyer a good, marketable, fee simple title to the Unit, subject only to those matters set forth in Paragraph 9 below. Any mortgage or liens now or hereafter encumbering the Unit will be discharged or released at or prior to the closing, but until such discharge or release Buyer acknowledges and agrees that Buyer's rights hereunder are subordinate to the lien of any development loan mortgage which now or shall hereafter encumber the property prior to closing. In the event Buyer fails to close at the time specified in the written notice to close from Seller, the Seller may exercise any and all default remedies provided herein. Buyer shall not be allowed to take possession of or store any property in the Unit prior to closing the purchase and Buyer shall not have any access or entry to the Unit unless previously authorized by or accompanied by Seller, or its authorized agent or representative.

9. A. Conveyance Subject to Certain Matters. The deed of conveyance to be delivered by the Seller to Buyer at the closing shall convey title to the Unit to the Buyer subject to the following matters: (a) real property taxes and assessments for the year of the closing and subsequent years not yet due and payable; (b) Condominium Association assessments (Condominium assessments will be paid by the Buyer at closing from and including the date of closing until the end of that calendar quarter); (c) the Condominium Documents; (d) zoning, and set-back lines, and other governmental laws, ordinances, codes, resolutions, rules and regulations; (e) covenants, restrictions, agreements, conditions, reservations and easements of record which do not prohibit the use of the Unit as a condominium residence; (f) all of the terms and provisions of this Agreement which survive the closing; (g) all mortgages, liens, defects, impediments, matters or items resulting from any acts or omissions of Buyer or Buyer's representatives; and (h) public utility franchises and tariffs.

B. Tax Proration. All ad valorem taxes applicable to the Unit shall be prorated as of the scheduled closing date and shall be based upon the November discount of payment. If at the time of closing, the current year's taxes are not fixed, and the current year's assessment is available, taxes will be based on such assessments and the prior year's millage. If, at the time of closing, the current year's

assessment is not available, taxes will be prorated based on the prior year's tax bill. The parties hereby agree to reproporate the taxes upon receipt of the actual tax bill for the Unit. This provision shall survive the closing.

10. Title Insurance and Closing Expenses. Prior to closing, Seller agrees to obtain and deliver to Buyer a title insurance binder in a sum equal to the Total Purchase Price evidencing a good fee simple title to the Unit in Seller, subject only to the exceptions set forth in Paragraph 9 hereof and to standard ALTA title insurance exceptions. Subsequent to closing, Seller will obtain and deliver to Buyer a title insurance policy insuring a good fee simple title in Buyer subject only to the exceptions set forth in Paragraph 9 hereof and to standard ALTA title insurance exceptions, other than for survey, mechanics' liens and rights of persons in possession. Buyer will pay a "closing fee" to cover the normal and customary closing costs in an amount equal to One and Forty Hundredths Percent (1.40%) of the Total Purchase Price of the Unit. This charge is in addition to the Total Purchase Price and will cover the cost of the title insurance commitment and title insurance policy at the minimum premium or promulgated rate existing as of May 1, 2008 Florida documentary stamps on the Special Warranty Deed at the rate charged by the State of Florida as of May 1, 2008 and the cost of recording of the Special Warranty Deed in the Public Records as of May 1, 2008 and Seller's contractual transaction expenses including, but not limited to, escrow fees, attorney's fees, out-of-pocket expenses, etc. All other closing expenses of Buyer, except for those previously described, mortgagee title insurance premium, the Buyer's attorney's fees, mortgage application and all mortgage loan commitment fees, and closing and other costs and all other expenses incurred at the request of the Buyer shall be the responsibility of and paid by Buyer. Each party shall pay their own attorneys' fees, if any. Buyer shall be responsible for payment for all deposits and other charges levied by public or private utilities in order to initiate service to Buyer's Unit.

11. Default and Remedies. In the event of a default by Seller, and such default shall continue for a period of seven (7) days after notice sent by certified mail by Buyer to Seller, the Buyer shall be entitled to all remedies provided by applicable law.

If the Buyer shall default in any of the payments or obligations pursuant to this Agreement, and such default shall continue for a period of seven days after notice sent by certified mail by Seller to the Buyer, at the aforementioned address, then forthwith, the Buyer shall lose any and all rights under this agreement and to the total deposits payable hereinabove at paragraph 3(a), (b), and (c) paid by the Buyer as deposits shall be retained by the Seller as liquidated damages and Buyer shall lose all monies paid for options, extras and/or upgrades. This provision has been specifically agreed upon by the parties because the default on the part of the Buyer would have serious adverse financial effects upon the Seller as a result of Seller's incurring direct and/or indirect expenses relative to sales, model apartments, advertising expenses, general expenses, fees, attorneys' fees, and similar items, and by Seller having lost the opportunity to sell the Unit to other prospective purchasers, and that no other method could determine the precise damage to the Seller resulting from the Buyer's breach.

12. Limitation on Warranties, Obligations and Representations of Seller. The Developer gives all warranties imposed by the Florida Condominium Act, as most recently amended prior to the date of the Buyer's Sale and Purchase Agreement. To the extent lawful, however, all other warranties, including all implied warranties of fitness for a particular purpose, merchantability, habitability and all warranties imposed by statute, excepting only those imposed by the Florida Condominium Act as most recently amended prior to the date of the Buyer's Sale and Purchase Agreement, are specifically disclaimed.

Buyer acknowledges and agrees that no representations or warranties have been made by Seller, its agents or anyone acting for or on behalf of Seller other than as specified in the Prospectus and in this Agreement, and that none shall be implied or have been relied upon by Buyer in the execution of this Agreement (other than the statutory warranties provided under Section 718.203, Florida Statutes, as it exists on the date hereof).

No other warranties shall be implied or have been relied on by Buyer in the execution of this Agreement. Buyer acknowledges and agrees that Seller did not induce Buyer to execute this Agreement by promising Buyer would receive any economic benefit as a result of the efforts of Seller or any other party from the rental of the Unit or by the providing of any future services or amenities or otherwise. Seller does not guarantee or warrant that Buyer will realize any economic benefit from the execution of this Agreement and the purchase of the Condominium Unit.

This Agreement constitutes the entire agreement between the parties and no other agreements or representations shall be binding upon the parties unless included in a written agreement executed by both parties.

13. Risk of Loss. Prior to the closing of this transaction, Seller shall assume all risks of loss by reason of fire, windstorm, or other casualty.

14. Assignment. This Agreement is personal to Buyer and shall not be assignable by Buyer except with the express written consent of Seller, which may be either given subject to such conditions as may be specified by Seller or withheld by Seller as Seller in its absolute discretion shall determine, which withholding of consent shall not give rise to any claim for any damages against Seller. Seller reserves the right to assign its rights hereunder to a mortgage lender as additional security or to any other person or entity. Such an assignment shall be deemed not to be materially adverse to the Buyer. Buyer acknowledges and agrees that Seller's ability to sell other Units owned by Seller within the Condominium and the value of such Units owned by Seller will be diminished and harmed by Buyer's attempting to resell the Unit through local brokers or advertising the Unit for sale in publications in the general area where the Unit is located, prior to Buyer's receiving fee simple title to the Unit and that Seller, therefore, shall be irreparably harmed by such actions. Therefore, Buyer covenants and agrees not to enter into any listing agreement for the sale of the Unit with a broker with offices in Sarasota or Manatee County, Florida, or to advertise or cause the Unit to be advertised for sale in any newspaper, trade magazine, or other publication which is sold or in general circulation in Sarasota or Manatee County, Florida, prior to obtaining fee simple title to the Unit. A breach of this provision shall be a default hereunder by Buyer entitling Seller to exercise its remedies under this Agreement.

15. Broker. Buyer warrants and agrees that this Agreement was not procured by any real estate broker other than the broker whose name(s) appear above, if any, and agrees to indemnify and hold Seller and Broker, hereinafter defined, harmless for any claim to real estate commission on this sale (other than by the above named Broker and co-broker, if any) and will pay the reasonable costs and expenses of defending against any such claim, including reasonable attorneys' fees. This warranty and agreement shall survive the closing of this transaction. Buyer acknowledges that the above named Broker and co-broker (if any) represent(s) the Seller.

16. Transfer of Interest. Seller reserves the right to sell or assign its interest and capacity as developer of the Condominium. This reserved right may include a sale of the Condominium Property and an assignment of Developer's rights under the Prospectus, Declaration of Condominium, Articles of Incorporation and Bylaws for the Condominium Association, and under this Agreement. Such a transfer of interest as is described hereunder shall be deemed not materially adverse to the Buyer.

17. Buyer Has No Lien Rights. The Buyer agrees that all rights hereunder are solely personal and that Buyer has no lien rights on the Project, the Unit or Common Elements as a result of this Agreement or the payments made hereunder. All the rights of Buyer under this Agreement are and shall be subject and subordinate to the lien of any and all mortgages now or hereafter placed by Seller on the Project, the Unit or the Common Elements and every portion thereof prior to closing, and to all amendments, modifications, renewals, consolidations, substitutions and extensions thereof, and all voluntary and involuntary future advances made thereunder.

18. Models; Construction, Administrative and Sales Offices; Advertising. For the purpose of completing the sale of the Project until all the Condominium Units in the Project are sold, the Developer, its respective nominees, employees, sales personnel, and potential purchaser are hereby given full right and authority, without charge or contributions, to utilize portions of the Condominium and Association Property for sales, closing of sales and administrative offices, sales and public relations functions and display areas and to maintain or establish models, administrative, closing and/or sales offices, advertising signs and banners and lighting in connection therewith, together with the right of ingress and egress over and transient parking on the drives, outside parking, and in the parking garage and other areas of the Project in connection therewith. This clause shall survive the closing contemplated herein and delivery of the deed to Buyer.

19. Miscellaneous Provisions.

(a) The term "Buyer" shall be read as "Buyers" if two or more persons are Buyers, in which case their obligations shall be deemed joint and several.

(b) The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural (and vice versa), wherever the context so requires.

(c) In the event of litigation concerning provisions of this Agreement, including but not limited to, the rights of rescission granted hereby, or as a result of applicable law or regulations, the prevailing party shall be entitled to reasonable attorneys' fees (and appellate attorneys' fees) and costs.

(d) Time shall be of the essence hereof.

(e) Buyer agrees not to hire or employ any contractors, sub-contractors or any other persons, firms or corporations, to do any work in or on the Unit until after closing and title and possession to the Unit have been transferred to the Buyer.

(f) Neither this Agreement nor any notice, memorandum or other evidence thereof may be recorded by the Buyer or Buyer's representatives among the Public Records of Sarasota County, Florida, or elsewhere. Any such recording or assignment shall constitute a breach and default of this Agreement by the Buyer.

(g) The parties agree to execute all documents reasonably requested to give full force and effect to this Agreement.

(h) This Agreement shall be construed in accordance with the laws of the State of Florida.

(i) Any Addendum(s) attached hereto and/or executed by the parties hereto shall constitute a part of this Agreement and are incorporated herein by reference.

(j) The delivery of any item and the giving of notice and compliance herein shall be accomplished by either delivery of the same to the party intended to receive it or by its deposit into the United States mail, certified mail, return receipt requested, addressed to the address of the party hereinabove stated, or by facsimile transmission to the number of the party hereinabove stated, or overnight carrier addressed to the address of the party hereinabove stated. Notice by hand delivery shall be deemed effective upon receipt and notice by mail shall be deemed effective upon deposit. Notice by facsimile transmission shall be deemed effective upon the date on which such transmission has been confirmed, and notice by overnight courier (e.g. Federal Express, UPS Overnight) shall be deemed effective on the date following its deposit with such overnight courier.

(k) Any party to this Agreement shall bring any legal proceeding under this Agreement in a state court of competent jurisdiction within Sarasota County, Florida.

20. Receipt for Condominium Documents. The Buyer acknowledges receipt of copies of the documents specified in the Exhibit "A" attached hereto.

21. Required Energy Performance Disclosure. Florida Statutes, Section 553.9085 provides that the Buyer may request the energy efficiency rating of the residential building within which the Unit is located. Attached hereto is the presently issued energy performance level display card.

22. Required Statements. The Florida Condominium Act requires the following statements to be included in this Agreement:

(a) The unit has not been previously occupied except as may be disclosed within any attached addendum.

(b) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. 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 COST. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first set forth above.

Note: This Agreement is intended to be a binding contract. Before the Buyer signs it the Buyer should review and fully understand it. If the Buyer does not fully understand this Agreement and the Prospectus, the Buyer should consult with an attorney before signing it.

**EXHIBIT "A" TO SALE AND PURCHASE AGREEMENT
KANAYA**

RECEIPT FOR CONDOMINIUM DOCUMENTS

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

Name of Condominium: Kanaya, a Mixed Use Condominium

Address of Condominium: 505 South Orange Avenue
Sarasota, FL 34236

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

DOCUMENT	RECEIVED
Prospectus Text	X
(Record) Declaration of Condominium	X
(Adopted) Articles of Incorporation	X
(Adopted) Bylaws	X
(Adopted) Estimated Operating Budget	X
Form of Agreement for Sale or Lease	X
Summary of Use Restrictions	X
Covenants and Restrictions	X
Ground Lease	N/A
Management and Maintenance Contracts for More Than One Year	X
Renewable Management Contracts	N/A
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominium	N/A
Form of Unit Lease if a Leasehold	N/A
Declaration of Servitude	N/A
Sales Brochure(s)	N/A
Phase Development Description (See 718.503[2][k] and 504[14])	N/A

DOCUMENT

RECEIVED

Lease of Recreational and Other Facilities
to be used by Unit Owners with other Condominiums
(See 718.503[2][h])

N/A

Description of Management for Single Management of
Multiple Condominiums (See 718.503[2][k] and 504[14])

N/A

Conversion Inspection Report

N/A

Conversion Termite Inspection Report

N/A

(Record) Plot Plan

X

(Record) Floor Plan

X

(Record) Survey of Land and Graphic
Description of Improvements

X

Executed Escrow Agreement

X

Plans and Specifications

MADE AVAILABLE

Radon Gas Notification (F.S. 404.056(8))

X

Frequently Asked Questions and Answers Sheet
(See 718.504)

X

Evidence of the Developer's Ownership Interest

X

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 and radon testing may be obtained from your County public health unit.

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THE PURCHASE 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 DOCUMENTS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE 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 COST. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

Executed this _____ day of _____, 200__.

BUYER

BUYER