

IN THE CIRCUIT COURT OF THE 15th
JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

ONE POLO CREEK III, LLC

Plaintiffs,

v.

VIA MIZNER OWNER III, LLC,
a foreign Limited Liability Co., and
FIRST AMERICAN TITLE
INSURANCE COMPANY.

Defendants.

COMPLAINT

Plaintiff, ONE POLO CREEK III, LLC (hereinafter, “ONE POLO CREEK”) by and through its undersigned attorneys, bring this action against Defendants, VIA MIZNER OWNER III, LLC (“Developer”) and FIRST AMERICAN TITLE INSURANCE COMPANY (“First American” or “Escrow Agent”), and would allege as follows:

I. JURISDICTION AND VENUE

1. This Court has subject-matter jurisdiction because the amount in controversy in this action exceeds \$50,000, exclusive of interest, attorneys fees, and costs.
2. Venue is proper in Palm Beach County, Florida, because (a) the Purchase Agreement between Plaintiff and Developer was executed in Palm Beach County, (b) the condominium property that is the subject of this action is located in Palm Beach County, (c) the agreements that are central to the Action for Declaratory Relief were all to be performed in Palm Beach County and (d) all acts and omissions material hereto occurred in Palm Beach County.

II. PARTIES

3. Plaintiff, ONE POLO CREEK is an active Colorado limited liability company.

4. Defendant VIA MIZNER OWNER III, LLC is a Delaware limited liability company authorized to do business in Florida, with its principal place of business in Boca Raton, Palm Beach County, Florida. Developer is the developer of Tower 105 Residences, a Condominium, which is also marketed as The Residences at Mandarin Oriental – Boca Raton.

5. Defendant FIRST AMERICAN TITLE INSURANCE COMPANY is a Nebraska corporation, authorized to transact business and conducting business in Florida.

6. Pursuant to an Escrow Agreement dated November 7, 2017 (as amended October 17, 2019), First American serves as the escrow agent for deposits paid by buyers, including Plaintiff, in conjunction with purchase agreements for units in the Tower 105 Residences.

III. GENERAL ALLEGATIONS

7. On February 15, 2022, Plaintiff and Developer executed a Purchase Agreement for the purchase of condominium unit 1012 which was being developed and sold by the Developer in Boca Raton, Palm Beach County, Florida. A copy of the Purchase Agreement is attached hereto as **Exhibit 1**.

8. Pursuant to the Purchase Agreement, which was drafted by the Developer, the estimated completion and delivery date of Unit 1012 was September 2022.

9. Pursuant to Section 2 of the Purchase Agreement, Plaintiff was required to pay a deposit of \$510,000 in conjunction with the execution of the Purchase Agreement.

10. On September 8, 2023, Plaintiff and Developer executed a “Condominium Options Addendum to Agreement,” in which options to be included in the interior of the unit were purchased by the Plaintiff. That addendum increased the sale price of the unit by \$19,448. A copy of that addendum is attached hereto as **Exhibit 2**.

11. In accordance with Fla. Stat. §718.202(1) and the Escrow Agreement, Plaintiff delivered total deposits of \$529,448 to First American as the escrow agent. A copy of the Escrow Agreement and the Amendment to the Escrow Agreement between Developer and First American (hereinafter, the “Escrow Agreement”) are attached hereto as **Composite Exhibit. 3.**

12. Per Section 2 of the Purchase Agreement, the Escrow Agreement is incorporated into the Purchase Agreement.

13. Plaintiff is not a party to the Escrow Agreement between First American and the Developer.

14. After receiving the deposit from Plaintiff, First American, disbursed the entirety of the \$529,448 deposit to the Developer.

15. A disbursement of \$17,503 was made by First American to Developer, pursuant to Fla. Stat. §718.202(1) and the Escrow Agreement.

16. Also, in accordance with Fla. Stat. §718.202, First American disbursed the remaining \$510,000 balance of Plaintiffs’ deposit to the Developer after it posted an “Escrow Deposit Surety Bond” issued by Federal Insurance Company. A copy of that Bond, No. K41818670 is attached hereto as **Exhibit 4.**

17. Per correspondence from First American, it is not holding in escrow any remaining portion of Plaintiffs’ deposit. A copy of that correspondence is attached hereto as **Exhibit 5.**

18. Pursuant to the terms of the Bond, only First American and the Florida Department of Professional Regulation and not Plaintiffs may present a claim against the Surety Bond.

19. Pursuant to the Purchase Agreement drafted by the Developer, the estimated completion and delivery date for Unit 1012 was September 2022.

20. Section 11 of the Purchase Agreement contains a deadline for when a closing on Unit 1012 was to have taken place. That section states:

Closing Date. Buyer understands that Seller has the right to schedule the date, time and place for closing, provided, however, that the Unit shall be completed and delivered to Buyer within three (3) years after the Estimated Completion Date. (emphasis added)

21. No closing for Unit 1012 took place on or before September 30, 2025 and as of that date, the entire condominium project remained far from complete.
22. The Purchase Agreement contains a provision in which the Defaults of the Parties are addressed. Section 15. B., entitled “Seller’s Default” states:

Buyer will give Seller 20 days written notice of any default by Seller under this Agreement and if Seller does not thereafter cure the default within such 20 day period (unless such default cannot be cured within such 20 day period in which case Seller shall have such additional time as may be necessary to cure the default so long as Seller is diligently attempting to cure the same) **Buyer may demand the return of its deposits, together with any and all interest actually earned thereon, and Buyer may pursue a claim against Seller for actual damages** (but not consequential, special or punitive damages) on account of any breach by Seller. (emphasis added)

23. As a result of Developer’s failure to deliver and hold a closing for Unit 1012 on or before September 30, 2025, Developer defaulted under the Purchase Agreement.
24. Based upon the failure to deliver and hold a closing by that deadline, Plaintiff gave notice to the Developer on October 23, 2025 of the default, Plaintiff’s termination of the Purchase Agreement and demanded a return of its Deposit, as well as interest on those funds. A copy of Plaintiff’s correspondence to Developer is attached hereto as **Exhibit 6**.
25. The Developer did not respond to that demand for a return of the Deposit.
26. In other lawsuits before this Court involving this Developer’s refusal to return deposits paid by Buyers of units at Tower 105 Residences, demands have been made upon First American to make a claim on the Surety Bond for that portion of the deposit released to the Developer, pursuant to Fla. Stat. §718.202.

27. Because the Developer disputes its obligation to return Buyers' deposits, First American has refused to make a demand upon the Surety Bond, asserting that it would only do so after being directed by court order and that it is uncertain as to its rights, duties, or obligations to make a claim against the Surety Bond for unrefunded deposits at the Tower 105 Residences.

28. The Surety Bond designates only First American and the Florida Dept. of Business & Professional Regulation as Obligees under the Surety Bond. Thus, Plaintiff lacks the standing to make such a claim against the Surety Bond.

29. All conditions precedent to bringing this action have been satisfied, waived, or have occurred.

**COUNT I – BREACH OF PURCHASE AGREEMENT
(Against Via Mizner Owner III, LLC)**

30. Plaintiffs reallege paragraphs 1– 29 as if fully set forth herein.

31. The Purchase Agreement is a valid, binding contract between Plaintiff and Developer.

32. Developer breached the Purchase Agreement by failing to complete, deliver, and close on Unit 1012 by September 30, 2025, and by refusing to return the Deposit after written demand.

33. As a direct and proximate result of Developer's breach of the Purchase Agreement, Plaintiff has suffered monetary damages, including but not limited to the loss of its \$529,448 deposit and accrued interest on those funds.

34. Plaintiff has been required to engage the services of the undersigned attorneys to address Developer's breach of the Purchase Agreement.

35. Plaintiff is entitled to recoup its attorneys' fees and costs from Developer pursuant to Section 16 of the Purchase Agreement.

WHEREFORE, Plaintiff, One Polo Creek III, LLC demands a judgment against Defendant, Via Mizner Owner III, LLC for (a) a return of the \$529,448 deposit which is entirely

in its possession, (b) interest which has accrued on the deposit, (c) actual damages, (d) prejudgment interest, (e) attorneys' fees and costs, and (f) such further relief as the Court deems just and proper.

**COUNT II–VIOLATION OF FLORIA STATUTE §718.202
(Against Via Mizner Owner III, LLC)**

36. Plaintiff reincorporates paragraphs 1-29 as if fully set forth herein.
37. On October 23, 2025, Plaintiff advised Defendant that it was in default of the Purchase Agreement, terminated the Purchase Agreement and demanded a return of the deposit for Unit 1012. (Exhibit 6).
38. That correspondence terminated and voided the Purchase Agreement and entitled Plaintiff to a refund of its deposit, plus interest, pursuant to Fla. Stat. §718.202(1)(a).
39. Despite receiving that notice and termination, Defendant failed to return Plaintiff's deposit, thereby violating Fla. Stat. §718.202.
40. Per that statute, the Purchase Agreement has been voided and Plaintiff is entitled to a refund of all sums deposited or advanced under the contract, plus interest at the highest rate being paid on savings accounts, excluding certificates of deposit, by savings and loan associations in the area in which the condominium property is located.

WHEREFORE, Plaintiff One Polo Creek III, LLC demands a final judgment against Defendant, Via Mizner Owner III, LLC for its \$529,448 deposit, plus interest as provided for by Fla. Stat. §718.202, costs and all such other and further relief as the Court deems just and proper.

**COUNT III – DECLARATORY RELIEF
(Against Via Mizner Owner III, LLC, and First American Title Insurance Company)**

41. Plaintiffs reincorporate paragraphs 1–29 as if fully set forth herein.
42. Fla. Stat. §718.202(1) requires that condominium purchase deposits be held in escrow, subject to limited withdrawals for construction costs. It also permits withdrawal of deposits in

excess of 10% of the purchase price when the developer posts an “other assurance” approved by the Florida Department of Business and Professional Regulation, such as the Surety Bond attached as Exhibit 4 to this complaint.

43. The Escrow Agreement (Exhibit 3) between Developer and First American governs the receipt, holding, and release of deposits and specifically authorizes First American to:

- a. Disburse deposits to the Developer for construction,
- b. Disburse deposits upon acceptance of “other assurance;” and
- c. Make demand on, draw upon, and receive proceeds from any such “other assurance,” including the Bond, for the benefit of buyers entitled to refunds.

44. The attached Bond, in the sum of \$18 million, names First American and the Florida Department of Business and Professional Regulation as the exclusive Obligees empowered to assert claims and requires the surety to refund deposits or transfer funds to escrow within 45 days of a valid demand.

45. Developer contends that Plaintiffs is not entitled to terminate/void the Purchase Agreement or to a return of their Deposit, while Plaintiff contends the opposite, under Section 15.B of the Purchase Agreement.

46. First American has asserted that it lacks the authority or direction to make a claim on the Bond absent judicial clarification or order, whereas Plaintiff contends that First American is contractually and statutorily obligated to do so for their benefit.

47. An actual, genuine, present and bona fide dispute exists among Plaintiff, Developer, and First American concerning (i) Plaintiff’s entitlement to the termination of the Purchase Agreement and a return of its deposit of \$529,448 with interest; (ii) First American’s right and/or obligation to pursue a claim against the Bond for that portion of Plaintiff’s deposit disbursed to the Developer

after Developer secured the Bond; and (iii) the Parties' respective rights and duties under the Purchase Agreement, Escrow Agreement, Bond, and Florida Statute §718 *et. seq.*

48. Plaintiff has no adequate remedy at law. Declaratory relief will terminate or substantially narrow the controversy and will guide the parties' future conduct.

49. Plaintiff seeks a Declaratory Judgment from this Court:

- a. Declaring that Developer is in default of the Purchase Agreement and that Plaintiff is entitled to terminate and/or void the Purchase Agreement and receive an immediate refund of its entire \$529,448 deposit, together with interest;
- b. Declaring that First American, as escrow agent and Obligee under Bond No. K41818670, is authorized and/or obligated to (i) make demand upon Federal Insurance Company for payment of the \$510,000 which was that portion of the Deposit released pursuant to the obtaining of the Bond; (ii) pursue collection of such proceeds and any other rights it has as an Obligee under the Bond; and (iii) remit any and all Bond proceeds to Plaintiff forthwith; and
- c. Declare any additional rights, duties, and obligations of the Parties the Court deems just and proper under the Purchase Agreement, Escrow Agreement, Fla. Stat. §718.202, and the Bond.

WHEREFORE, Plaintiffs respectfully request that this Court:

1. Take jurisdiction of this action and enter a Declaratory Judgment consistent with paragraph 49 above;
2. Award Plaintiffs their attorney's fees and costs, pursuant to Section 16 of the Purchase Agreement and as otherwise permitted by law; and

3. Grant such further relief as the Court deems just and proper.

Date: December 9, 2025

HINSHAW & CULBERTSON LLP

/s/ James T. Ferrara

James T. Ferrara, Esquire

Florida Bar No: 764825

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Tele: 954-467-7900 / Fax: 954-467-1024

Counsel for Plaintiff, One Polo Creek III, LLC

EXHIBIT “1”

NOT A CERTIFIED COPY

AGREEMENT
TOWER 105 RESIDENCES, A CONDOMINIUM

Unit No.: 1012 (the "Unit")

Effective Date: _____

Sales Consultant: AF

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.

Under certain circumstances more particularly described in Section 2, and provided that the Seller has posted "Alternative Assurances" with the Division of Florida Condominiums, Timeshares, and Mobile Homes (the "Division"), Seller may use Buyer's entire deposits (including those equal to the initial 10% of the Purchase Price, as hereinafter defined) for all purposes permitted under applicable law.

In this Agreement ("Agreement"), which shall be effective as of the date above, the term "Buyer" means or refers to the buyer or buyers listed below who have signed this Agreement. The words "Seller" and "Developer" mean or refer to Via Mizner Owner III, LLC, a Florida limited liability company, and its successors and/or assigns. If the first letter of a word is capitalized in this Agreement, that word will have the meaning given to it in this Agreement or in the Condominium Documents (as defined in Section 1 of this Agreement).

Buyer(s): ONE POLO CREEK, III, LLC

Street Address: 4350 South Monaco Street

City: Denver State: Colorado Country: United States Zip Code: 80237

Home Telephone: _____ Cell Phone: (303) 887-1082 Home Fax: _____

Office Telephone: _____ Office Fax: _____

Social Security No.: _____

E-mail Address: cmizel12345@gmail.com Passport: _____

No.: Registered Agent's Name, Telephone Number and Address (See Section 37): _____

Name, address, telephone and telecopy number to which all of Buyer's notices are to be given (leave blank if same as above):

Name: _____

Street Address: _____

City: _____ State: _____ Country: _____ Zip Code: _____

Telephone: _____ Cell Phone: _____ Fax: _____

E-Mail Address: _____

Estimated Completion Date (subject to Sections 8, 9, 11 and 35): September 2022

Co-Broker (see Section 19): N/A -

Co-Broker Address: _____

Purchase Price. The Purchase Price of the Unit has been determined as follows:

Basic Purchase Price: \$ 5,100,000.00

Plus Extras/Options, as set forth on
attached Addendum \$ 0.00

PURCHASE PRICE: \$ 5,100,000.00

The Purchase Price of the Unit shall be paid as follows:

Payment	Due Date	Amount
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10% deposit	Upon execution of this Agreement.....	\$ 510,000.00
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Additional deposit:	\$
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Balance (subject to credits, adjustments and prorations):	At Closing	\$ 4,590,000.00
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In addition to the Purchase Price shown above, Buyer also agrees to pay the Developer Reimbursement, all closing costs and all other sums required to be paid by Buyer under this Agreement. At the present time the costs for which dollar amounts can be computed are:

a. Developer Reimbursement

See Section 13(a)

b. Capital Contributions to the Condominium Association and Shared Facilities Operators

See Section 13(c)

These charges are subject to adjustment as provided in Section 13 of this Agreement, and are explained in more detail in that section, as are other closing costs which cannot be computed at this time.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

BUYER:

x Carrie K. De Lima

Name: Carrie K. De Lima, Secretary/Treasurer

x

Name: _____

Date: 01/15/02

SELLER:

Via Mizner Owner III, LLC, a Florida limited liability company

By: _____

Print Name: Albert L. Arpa

Title: _____

Date: 01/15/02

1. **Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell (on the terms and conditions contained in this Agreement) the Unit, including the improvements to be constructed thereon, in Tower 105 Residences, a Condominium (the "Condominium"), according to the Declaration of Condominium thereof, recorded or to be recorded in the Public Records of Palm Beach County, Florida (the foregoing Declaration of Condominium, as amended and/or supplemented from time to time, is hereinafter referred to as the "Declaration of Condominium"). The Unit and the Condominium, and the Tower 105 Condominium Association, Inc., a Florida not-for-profit corporation (the "Condominium Association" or the "Association") which will operate the Condominium, are described in greater detail in the Prospectus and in the Declaration of Condominium and other exhibits attached to the Prospectus (collectively, and as amended and/or supplemented from time to time, the "Condominium Documents"), which are incorporated by reference herein.

The Unit and the Condominium will be located within a multi-story building (the "Building") located within a larger site (the "Tower 105 Site"), which is presently intended to include (without imposing any obligation) a parking garage parcel (the "Tower 105 Garage Parcel"), one or more retail parcels (collectively, the "Tower 105 Retail Parcel"), and certain recreational facilities within the Building which will be located outside of the Condominium, but portions of will be made available for use by unit owners within the Condominium along with other parties (the "Tower 105 Shared Facilities"), and other facilities that are to be shared between the owners within the Building and/or other portions of the Properties, as described in the Condominium Documents. The Condominium and the Tower 105 Site will be located within a larger, proposed mixed-use development known as "Via Mizner" ("Via Mizner" or the "Properties"), which may include (without imposing any obligations) additional retail and commercial parcels, parking garage parcels, hotel and club facilities, and rental apartments, portions of which will share certain recreational and other facilities with the Condominium, all as further described in the Condominium Documents. As part of Via Mizner, the Condominium, all Units, the Tower 105 Site and the remainder of the Properties will be subject to the Declaration of Covenants, Restrictions and Easements for Via Mizner, recorded or to be recorded in the Public Records of Palm Beach County, Florida (as amended and/or supplemented from time to time, the "Master Covenants") which (among other things) imposes certain repair, maintenance, assessment obligations, easements, and use restrictions applicable to the Properties, as further described in the Condominium Documents.

The Purchase Price set forth above includes (A) an assignment of the right to use (i) two (2) designated Parking Spaces for each penthouse Unit, or (ii) one (1) designated parking space plus one (1) unassigned valet space for each non-penthouse Unit within the Tower 105 Garage Parcel, as described in the Condominium Documents, and (B) the exclusive right to use one (1) storage space, the size, dimensions and location of which shall be determined by Seller in its sole and absolute discretion. For more complete information regarding the Tower 105 Garage Parcel and the conditions regarding use thereof by unit owners and other parties, Buyer should refer to the Master Covenants.

Buyer acknowledges receipt of the Condominium Documents described in the RECEIPT FOR CONDOMINIUM DOCUMENTS delivered to Buyer by Seller, which the Buyer acknowledges constitute all items required to be delivered to Buyer by Seller under Sections 718.503 and 718.504, Florida Statutes.

2. **Deposits.** Deposits may be made by wire transfer or personal check (subject to clearance). The balance due at closing must be paid by immediately available wire transfer of Federal funds only. All payments must be made in U.S. funds and all deposit checks must be drawn on a local financial institution located in the continental United States. Seller is not obligated to accept any deposit which Buyer fails to pay on time, and if Seller agrees to accept such deposit on a later date, Buyer will pay a late funding charge equal to interest on such deposit, at the then applicable highest lawful rate, from the date due until the date of receipt and final clearance.

Except as permitted below or by the provisions of Chapter 718 of the Florida Statutes (the "Act" or "Condominium Act"), all of Buyer's deposits will be held in escrow by First American Title Insurance Company (the "Escrow Agent") with offices at 13450 West Sunrise Boulevard, Suite 300, Sunrise, Florida 33323, in accordance with the Escrow Agreement contained in the Condominium Documents. The Escrow Agreement is incorporated into this Agreement as if repeated at length here, and Buyer agrees that the deposits may be held in any depository which meets the requirements of the Act, including, without limitation, a financial institution chartered and located outside the State of Florida.

If Buyer so requests, Buyer may obtain a receipt for its deposits from Escrow Agent. Seller may change escrow agents (as long as the new escrow agent is authorized to be an escrow agent under applicable law), in which case Buyer's deposits (and any interest actually earned on them, if any) may be transferred to the new escrow agent at Seller's discretion.

Seller can use all of Buyer's deposits in excess of ten percent (10%) of the Purchase Price for the actual cost of construction and development of the Condominium Property, as long as that portion of Buyer's deposits are used in a manner consistent with applicable law. The Escrow Agent is authorized to pay that portion of Buyer's deposits to Seller for construction and development purposes, as permitted under applicable law, upon receipt of Seller's request and certification that construction has begun.

Buyer expressly understands and agrees that Seller intends to utilize all of Buyer's deposits in excess of ten percent (10%) of the Purchase Price to fund a significant portion of the construction and development of the Condominium Property as and to the full extent permitted by applicable law. Accordingly, Buyer should not expect that its deposits in excess of ten percent (10%) of the Purchase Price will remain in escrow, or that such portion of Buyer's deposits will be utilized proportionately with the deposits of other buyers, or in any particular order.

In addition to the foregoing, Seller reserves the option to submit an assurance in accordance with Section 718.202(1), Florida Statutes ("Alternative Assurances"), to the Director of the Division, and if the Director of the Division accepts the Alternative Assurances, Seller may obtain the release from escrow, and may use, deposits up to ten percent (10%) of the Purchase Price, but not to exceed the amount of the Alternative Assurances, to the fullest extent permitted by applicable law. If the Escrow Agreement delivered to Buyer does not provide the mechanism for such disbursement, Buyer will be provided with a copy of a revised Escrow Agreement, or any amendments thereto approved by the Division, which Buyer agrees shall not be deemed a material or adverse change in the offering.

At closing, all deposits not previously disbursed to Seller (and any interest actually earned, if any) will be released to Seller and Buyer will be given a credit against the Purchase Price for all deposits, excluding any interest actually earned thereon, if any. If Buyer properly terminates this Agreement in the manner allowed in this Agreement or by applicable law, all deposits (including any interest actually earned on them, if any) will be returned to Buyer.

Except where expressly provided herein to the contrary or otherwise required by applicable law, all interest (if any) earned on Buyer's deposits under this Agreement shall accrue solely to the benefit of Seller and shall not be credited against the Purchase Price of the Unit. Buyer further understands and agrees that, to the extent the deposit monies are released from escrow to be used for such purposes permitted under applicable law, said monies are not available for investment and accordingly no interest shall be earned or deemed to be earned (even if Seller indirectly benefits from use of said funds). No interest will be assumed to be earned, unless in fact said sums are invested in an interest bearing account and do in fact earn interest. Furthermore, Seller may, in its sole and absolute discretion, select the type of account in which to invest the deposits and nothing in this Agreement shall require Seller to place the deposits in an interest bearing account.

3. **How Buyer Pays.** Buyer understands and agrees that Buyer will be obligated to pay "all cash" at closing. For purposes of this Agreement, "all cash" shall mean immediately available wired Federal funds in U.S. Dollars. Notwithstanding anything to the contrary set forth in this Agreement, Buyer acknowledges and agrees that this Agreement and Buyer's obligations under this Agreement to purchase the Unit will not depend on whether or not Buyer qualifies for or obtains a mortgage from any lender. Buyer will be solely responsible for making its own financial arrangements. Seller agrees, however, to cooperate with any lender providing financing to Buyer in connection with Buyer's purchase of the Unit and to coordinate closing with such lender if, but only if, such lender meets the Seller's closing schedule and pays Seller the proceeds of its mortgage loan at closing. In the event that such lender does not pay Seller these proceeds at closing, Buyer will not be allowed to take possession of the Unit until Seller actually receives the funds and such funds have cleared.

Although Seller does not have to do so, if Seller agrees to delay closing until Buyer's lender (if any) is ready, or to wait for funding from Buyer's lender or Buyer until after closing, or to accept a portion of the sums due at closing in the form of a cashier's check or personal check, Buyer agrees to pay Seller a late funding charge equal to interest, at the then highest applicable lawful rate, on all funds due Seller which have not then been paid to Seller (and, with regard to personal checks or cashier's checks, which have not then cleared) from the date Seller originally scheduled closing to the date of actual payment (and, with regard to personal checks or cashier's checks, to the date of final clearance). This late funding charge may be estimated and charged by Seller at closing. Seller's estimate will be adjusted after closing based on actual funding and clearance dates upon either Seller's or Buyer's written request. The foregoing sentence will survive (continue to be effective after) closing.

4. **Seller's Financing/Subordination/Waiver of Buyer Lien Rights.** Seller may borrow (or may have borrowed) money from lenders for the acquisition, development, and/or construction of the Condominium, and other portions of the Properties, and, at closing, Seller

Buyer(s) Initials: CWS _____

shall cause any outstanding mortgages to be released and may use Buyer's closing proceeds for such purpose. Buyer agrees that, until the closing, any mortgage held by a lender advancing funds for Seller's use in connection with the Condominium, or other portions of the Properties, will constitute a lien on the Unit, the Condominium, and other portions of the Properties, with greater priority than any interest that Buyer may have therein, if any, pursuant to this Agreement or otherwise. Notwithstanding the foregoing, or anything to the contrary in this Agreement, neither this Agreement, nor Buyer's payment of its deposits, nor the Seller's use of such deposits, to the extent and in the manner permitted in this Agreement, will give Buyer any lien or other type of claim against the Unit or the Condominium, or any other portion of the Properties, and, as a material inducement to Seller executing this Agreement, Buyer fully, knowingly and unconditionally waives and releases any right to assert any such lien or claim. Upon Seller's request, Buyer further agrees to execute any and all estoppel letters, reaffirmations, acknowledgments, subordinations or other documents requested by any lender financing all or a portion of the Condominium, and/or other portions of the Properties. Buyer acknowledges and agrees that each of Seller's lenders is a third-party beneficiary of this section.

5. **Construction Specifications.** The Unit and the Condominium (including, without limitation, all other units therein), and other portions of the Building and the Properties, will be constructed in substantial accordance (in Seller's opinion) with the plans and specifications therefor kept in Seller's construction office, as such plans and specifications may be amended from time to time. Seller may make such changes in the plans and specifications that it deems appropriate at any time, to accommodate its "in the field" construction needs (as more fully discussed in this section) and in response to recommendations or requirements of local, state or Federal governmental or quasi-governmental agencies or applicable utility and/or insurance providers, design professionals or contractors, or other consultants, and Buyer agrees that any changes made in accordance with the foregoing shall not be deemed material in a manner which is adverse to the offering of the Unit. Such plans and specifications, as they are so amended, are referred to in this Agreement as "Seller's Plans and Specifications." Without limiting Seller's general right to make changes, Buyer specifically agrees that the changes described above and changes in the dimensions of rooms (including, without limitation, ceiling heights, soffits and other variations), patios, terraces and balconies, in the location of windows, doors, walls, partitions, utility (including, but not limited to, electrical, cable and telephone) lead-ins and outlets, air-conditioning equipment, ducts and components, soffits, lighting fixtures and electric panel boxes, and in the general layout of the Unit, the Condominium, the Building and other portions of the Properties, may be made by Seller in its discretion and that such changes shall not be deemed material or adverse to Buyer. In furtherance of the understanding and agreement stated above, Buyer acknowledges and agrees that it is a widely observed construction industry practice for pre-construction plans and specifications for any unit or building to be changed and adjusted from time to time in order to accommodate on-going, "in the field" construction needs. These changes and adjustments are essential in order to permit all components of the Unit and the Building to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Because of the foregoing, Buyer acknowledges and agrees that it is to Buyer's benefit to allow Seller the flexibility to make such changes in the Unit, the Condominium, the Building and other portions of the Properties. Buyer further acknowledges and agrees that (i) the plans and specifications for the Unit, the Condominium, the Building and other portions of the Properties, on file with the applicable governmental authorities may not, initially, be identical in detail to Seller's Plans and Specifications, and (ii) because of the day-to-day nature of the changes described in this section, the plans and specifications on file with applicable governmental authorities, may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Unit, the Condominium, the Building and other portions of the Properties, may not be constructed in accordance with the plans and specifications on file with applicable governmental authorities. Without limiting the generality of Section 30, Seller disclaims and Buyer knowingly waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties.

Without limiting the generality of the foregoing paragraph, because of Seller's need to coordinate the appearance and design of the Condominium, the Building, the Tower 105 Site, and other portions of the Properties, in connection with the nature and layout of the land on which construction is to take place and of the streets, shared facilities, and other features of the Properties, Buyer understands and agrees that the Unit may be constructed as a reverse ("mirror image") of, or otherwise in a manner different from, that illustrated in the floor and building plan of the applicable model and building (as shown in the Condominium Documents or in any illustrations of the model and building); and may be "sited" in a position different from that of the applicable model and floor and building plan (or any such illustrations). Buyer agrees to accept the Unit and the Building as "sited" by Seller and as constructed according to a reverse floor and/or building plan. This section does not limit the generality of Seller's rights, set out elsewhere in this Agreement, to make other changes in the Unit, the Condominium, the Building, and the Condominium Documents.

Buyer understands and agrees that in designing the Condominium, and the remaining portions of the Building and the Properties, the stairwells of the Building 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. Further, Buyer hereby acknowledges and agrees that sound transmission in a building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units, or other portions of the Condominium, the Building, and/or the Properties, and/or mechanical or other equipment therein, can often be heard in other Units. Without limiting the generality of Section 30, 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, the Building, or the Properties, and Buyer hereby knowingly waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission. Notwithstanding the foregoing, nothing herein shall impair the rights and remedies of Buyer under Section 718.506 of the Act.

Buyer further agrees and understands that any trees and landscaping which are located on portions of the Properties may be removed to accommodate construction. Seller does not guaranty the survival of any particular trees and landscaping which are left or planted on any portion of the Properties.

The agreements and waivers contained in this section will survive (continue to be effective after) closing.

6. **Certain Items and Materials.** The Purchase Price of the Unit includes only the following items (except to the extent a credit has been given for omission of any additional item): kitchen cabinets, refrigerator/freezer, dishwasher, microwave, stovetop range, ovens, wine cooler, and summer kitchen to be located within the adjacent terrace. The Unit interior and the adjacent terrace will include floor coverings and will be painted, but will not contain window or ceiling coverings, or built-in closets. Buyer understands and agrees that certain other items such as the following, which may be seen in models (if any) or in illustrations or sales brochures, or other marketing or promotional materials, are not included with the sale of the Unit: wall coverings, accent or decorative light fixtures, wall ornaments, drop ceilings and recess lighting, drapes, blinds, furniture, knickknacks and other decorator accessories, lamps, mirrors, graphics, pictures, plants, wall-hung shelves, wet bars, intercoms, kitchen accessories, linens, window shades, security systems, certain built-in fixtures, carpets or other floor coverings and colors, wood trim, other upgraded items, planters, screening, landscaping and any other items of this nature which may be added or deleted by Seller from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon the models (if any) or shown in illustrations or sales brochures, or other marketing or promotional materials, strictly for the purpose of decoration and example only. Items such as these will not be included in the Unit unless specifically provided for in a rider or schedule to this Agreement signed by both Buyer and Seller. Certain of these items may not even be available. In the event that Seller does provide any of these or other items, however, Buyer agrees to accept them, although not requested by Buyer, as long as Buyer is not required to pay for such items.

Buyer further understands and agrees that certain items which may be included with the Unit or shown in models, such as (if applicable) tile, cabinets, wood, stain, grout, wall and ceiling textures, cultured marble, mica and carpeting, are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturer from those shown in any models or in illustrations or sales brochures, or other marketing or promotional materials, or included in the plans and specifications, if any. If circumstances arise which, in Seller's opinion, warrant changes of suppliers, manufacturers, brand names, models or items, Seller may substitute equipment, material, appliances, etc., with items which in Seller's opinion are of equal or better quality. Buyer also understands and acknowledges that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor (if any). Buyer recognizes that certain colors as shown in displays or in the models, including, but not limited to, carpeting and wood stain, will weather and fade and may not be duplicated precisely.

If Seller allows Buyer to select certain colors and/or materials in the Unit (which Seller is not obligated to do), Buyer understands and agrees that Buyer must submit his selections to Seller in writing within fourteen (14) days after the date the list of selections is made available to Buyer. If these selections (if any) are not delivered to Seller in writing within the time frame stated above, then it is agreed and understood that the choices will be made by Seller in its discretion.

Any options, extras, upgrades or alterations (collectively, "Extras") for the Unit desired by Buyer shall be ordered, if approved by Seller, pursuant to a written addendum agreed to and executed by the Buyer and the Seller and, unless otherwise agreed to by Seller in such written addendum, shall be paid for in full by Buyer at the time of ordering such Extras. If Buyer orders Extras pursuant to an addendum to

Buyer(s) Initials: EMD

this Agreement, all such work shall be performed by or on behalf of Seller in accordance with such addendum and Buyer shall not be entitled to a refund of monies paid for the Extras unless: (i) this Agreement is terminated by Buyer pursuant to the terms hereof; (ii) Seller fails to install the Extras; or (iii) Seller defaults hereunder and such default is not cured within the Seller's cure period, if any. Buyer acknowledges the necessity and fairness of this provision because Seller will be incurring nonrefundable expenses in ordering these Extras to be installed or constructed within the Unit in reliance on this Agreement and any addendum hereto.

Buyer acknowledges that all matters pertaining to the initial construction of the Unit will be handled by Seller and Seller's representatives. Buyer may not order any work on the Unit, other than prepaid options or Extras that Seller agrees in writing to provide, until after closing. Buyer recognizes that Seller is not obligated to agree to provide any such options or Extras.

The agreements and waivers of Buyer contained in this section will survive (continue to be effective after) closing.

7. **Insulation; Energy Efficiency.** Buyer acknowledges receipt of the Department of Community Affairs' brochure regarding energy efficiency ratings, a copy of which is attached as Exhibit "A" to this Agreement. In addition to the foregoing, Seller has advised Buyer that, to the extent required by applicable law, Buyer may have the Building's energy efficiency rating determined and, in accordance with the provisions of Section 553.9085, Florida Statutes, upon the completion, certification and issuance of an energy performance level display card for the Building, if any, such card shall be forwarded to the Buyer and deemed an addendum to this Agreement.

Seller has advised Buyer, as required by the rules of the Federal Trade Commission, that it intends, currently, to install in connection with the Unit, the following insulation: (a) insulation of the roof, having an R-Value of R-10 and varying thickness; (b) insulation of unit demising wall(s) consisting of three-inch (3") sound attenuation blanket having an average R-Value of R-10; and (c) the building exterior masonry walls detailed to have masonry cells filled with insulation having an R-Value of R-10. This R-value information will be based solely on the information given by the appropriate manufacturers (based on the thicknesses listed, if any) and Buyer agrees that Seller is not responsible for the manufacturers' errors. All information set forth herein is subject to Seller's general right, under Sections 5, 6 and 27, to make changes in Seller's Plans and Specifications and to applicable limitations of Seller's liability to Buyer.

8. **Estimated Completion Date; Presale Contingency.** Construction of the Unit shall be deemed completed for all purposes upon the issuance of a temporary or final Certificate of Occupancy or Certificate of Completion, or the equivalent thereof, by the appropriate governmental agency for or covering the Unit. Seller anticipates that construction of the Unit and the Condominium shall be completed by the Estimated Completion Date set forth on Page 1 of this Agreement. However, Buyer agrees and understands that Seller is not obligated to substantially complete the Unit and the Condominium by such date. The Estimated Completion Date is Seller's present estimate and is neither a representation nor a warranty that construction of the Unit and the Condominium will be completed by that date and the actual completion date may be substantially different, subject to the terms of Section 11 of this Agreement. Construction of the Unit and the Condominium is subject to and may be extended by Seller due to delays, including, but not limited to, delays caused by work stoppages, the unavailability of labor or material, the unavailability of mortgage financing, acts of governmental authorities and courts of law, acts of God, flood, hurricane, any delays which would support a defense based upon impossibility of performance under Florida law and by other matters. Seller shall, however, complete, within a reasonable time following closing, those roads, sewers, water, gas or electric service, and recreational amenities, if any, which Seller or its agents have represented it will complete or provide. The provisions of this section will survive (continue to be effective after) closing.

Notwithstanding the foregoing or any other contrary provision of this Agreement, Seller shall have the right, in Seller's sole discretion, to cancel this Agreement and cause Buyer's deposits to be refunded in the event that Seller does not enter into binding contracts to sell at least seventy-five percent (75%) of the units in the Condominium within eighteen (18) months from the date the first buyer executes an agreement for the purchase and sale of a unit in the Condominium (the "Contingency Expiration Date"). Seller must, however, notify Buyer of any such termination of this Agreement pursuant to this clause within thirty (30) days following the Contingency Expiration Date. This section shall not delay the effectiveness of this Agreement which shall be immediate, but, rather, shall be deemed a "condition subsequent" to this Agreement. In the event Seller elects to terminate this Agreement pursuant to this section, then upon such termination and the return of Buyer's deposits, together with interest earned, if any, Seller and Buyer will be fully relieved and released from all obligations and liabilities under and in connection with this Agreement. The foregoing presale contingency is a provision solely for the benefit of Seller, and may be exercised unilaterally by Seller. Accordingly, Seller may decide not to terminate this Agreement, even if the stated presale threshold has not been met as of the Contingency Expiration Date. In the event that Seller proceeds without having met the presale threshold, Buyer will have no right to object thereto and shall remain bound by the terms of this Agreement. Seller agrees to use its good faith efforts to meet the foregoing presale contingency prior to the Contingency Expiration Date.

9. **Completion of Condominium Property, the Tower 105 Site, and Remainder of the Properties.** Seller shall have complete discretion in finishing details, landscaping, amenities and beautification of the Condominium Property, and other portions of the Tower 105 Site, the Building, and the remainder of the Properties, and Seller may exercise such discretion without impediment. Renderings contained in sales brochures, websites, sales and marketing materials, or other promotional materials shall not be construed as representations by Seller. The fact that construction in areas, other than the Unit, within or surrounding the Condominium Property or Tower 105 Shared Facilities (including the pool and pool deck), or other portions of the Tower 105 Site, the Building, or the remainder of the Properties, may not be completed, or that landscaping or sodding may not be completed, shall not constitute a valid reason for Buyer's failure to close this transaction. From and after the closing, Buyer hereby grants Seller and its agents access to the Unit at reasonable times during normal business hours to complete any necessary repairs to the Unit, if any. If Buyer cannot be present at the time such work is to be performed to facilitate completion of such work, Buyer hereby authorizes Seller, its agents, employees and contractors to enter the Unit for such purposes using a master key or a key maintained by the Condominium Association. If Buyer cannot or elects not to be present at the time that Seller performs any such work, Buyer hereby waives and releases Seller (its partners, contractors, subcontractors, employees, agents, designees and assigns) from any and all claims that Buyer may have against Seller (its partners, contractors, subcontractors, employees, agents, designees and assigns) relating to damage to or theft of property from the Unit that is not due to the negligence or intentional act of Seller or its partners, contractors, subcontractors, employees, agents, designees and/or assigns. The provisions of this section will survive (continue to be effective after) closing.

10. **Inspection Prior to Closing; Non-interference with Work.** Buyer will be given an opportunity prior to closing, on the date and at the time scheduled by Seller, to inspect the Unit with Seller's representative. At that time, Buyer will sign an inspection statement listing any purported defects in workmanship or materials (only within the boundaries of the Unit itself) which Buyer discovers. If any item listed is actually defective in workmanship or materials in Seller's opinion (keeping in mind the construction standards applicable in Palm Beach County, Florida for similar property), Seller will be obligated to correct those defects at its cost within a reasonable period of time after closing, but Seller's obligation to correct will not be grounds for deferring the closing, nor for imposing any condition on closing. No escrow or hold-back of closing funds will be permitted. If Buyer fails to take advantage of its right to a pre-closing inspection on the date and time scheduled, Seller will not be obligated to reschedule an inspection prior to or after closing and this right shall be deemed waived.

Buyer acknowledges that all matters pertaining to the initial construction of the Unit will be handled by Seller and Seller's representatives. Buyer may not order any work on the Unit, other than prepaid Extras that Seller agrees in writing to provide, until after closing. Buyer recognizes that Seller is not obligated to agree to provide Extras.

Buyer realizes and acknowledges that entry upon the Condominium or the Unit during construction can be dangerous and that hazards may exist which are not readily observable. To protect Seller against liability with regard to personal injuries, death and unit damage, and to avoid interference with the Seller's employees, contractors, subcontractors, laborers and materialmen, Buyer agrees not to interfere with construction and Buyer will stay off the job site. Any such interference or entry shall be a default under this Agreement and Seller will not be liable for any injury or damage resulting from Buyer's breach of this provision. No personal inspections (other than the one pre-closing inspection) will be permitted. Buyer's failure to abide by the terms of this Agreement and to nevertheless enter the Unit shall not only be a default hereunder, but shall also be done solely at Buyer's risk. Buyer hereby waives any and all claims against Seller for any injury or loss to person or Unit arising out of or in connection with such entry, and Buyer shall defend and hold Seller harmless from and against any injury, loss, damage or expense to persons or Unit arising out of or in connection with Buyer's entry (or entry by any other person accompanying Buyer or at Buyer's direction).

Buyer can examine Seller's Plans and Specifications at Seller's business office, located on site, during regular business hours by making an appointment to do so in advance.

11. **Closing Date.** Buyer understands that Seller has the right to schedule the date, time and place for closing, provided however, that the Unit shall be completed and delivered to Buyer within three (3) years after the Estimated Completion Date. Before

Buyer(s) Initials: CWS

Seller can require Buyer to close, however, two things must be done: (a) Seller must record the Declaration of Condominium, or an amendment thereto, in the Public Records of Palm Beach County, containing the certificate of substantial completion required under Section 718.104(4)(e), F.S.; and (b) the Unit must be substantially completed, in the manner required under Section 35 of this Agreement, and must otherwise be an "improved lot" under 15 U.S.C.A. Section 1702(d)(2). Subject to the requirements in subsections (a) and (b) above, the Common Elements and other units and portions of the Condominium Property, the Building or the Properties, need not then have any certificates of occupancy or completion, nor must they be substantially completed; provided, however, Seller shall complete, within a reasonable time following closing, those roads, sewers, water, gas or electric service, and recreational amenities, if any, which Seller or its agents have represented it will complete or provide. The provisions of this section will survive (continue to be effective after) closing.

Buyer will be given at least ten (10) days' notice of the date, time and place of closing except in the event that Buyer's lender, if any, requires closing to be held on less than ten (10) days' notice, in which event, Buyer shall close upon demand of Buyer's lender. Seller is authorized to postpone the closing for any reason and Buyer will close on the new date, time and place specified in a notice of postponement (as long as at least three (3) days' notice of the new date, time and place is given). A change of time or place of closing only (one not involving a change of date) will not require any additional notice period. Any notice of postponement or rescheduling will be given in writing by Seller. All of these written notices will be sent or directed to the address specified on Page 1 of this Agreement or sent by facsimile if a fax number has been specified, or by e-mail if an e-mail address has been specified, unless Seller has received written notice from Buyer of any change prior to the date the notice is given. These notices will be effective on the date given or mailed (as appropriate). An affidavit of one of Seller's employees or agents stating that this notice was given or mailed will be conclusive.

After notice is given or mailed, and if requested in writing by Buyer, Seller or its agents will send a written confirmation of the closing, together with other pertinent information and instructions. This written confirmation is given merely as a courtesy and is not the formal notice to close. Accordingly, it does not need to be received by any particular date prior to closing. Buyer agrees, however, to follow all instructions given in any such notice and written confirmation.

If Buyer fails to receive any of these notices or the confirmation because Buyer failed to advise Seller of any change of address, fax number, or e-mail address, because Buyer has failed to pick up a letter when he has been advised of an attempted delivery or because of any other reason, Buyer will not be relieved of its obligation to close on the scheduled date unless Seller agrees in writing to postpone the scheduled date.

If Seller agrees in writing to reschedule closing at Buyer's request, or if Buyer is a legal entity and Buyer fails to produce the necessary entity documents Seller or Buyer's lender or mortgage broker (if any) requests and, as a result, closing is delayed, or if closing is delayed for any other reason (except for a delay desired, requested or caused by Seller), Buyer agrees to pay at closing a late funding charge equal to interest on the Purchase Price, at the then highest lawful rate, from the date Seller originally scheduled closing to the date of actual closing (or clearance of funds, if later). Additional late funding charges may also be imposed as stated in Sections 2 and 3 of this Agreement. All prorations will be made as of the originally scheduled date. Buyer understands and agrees that Seller is not required to reschedule or permit a delay in closing.

12. **Closing.** The term "closing" refers to the time when Seller delivers the deed to the Unit to Buyer and ownership changes hands. Buyer's ownership is referred to as "title". The title Buyer will receive at closing will be good, marketable and insurable (subject to the Permitted Exceptions listed or referred to below). Buyer will receive two (2) documents at closing which Buyer agrees to accept as proof that its title is as represented above:

a. A written commitment from a title insurance company licensed in Florida agreeing to issue a policy insuring title (American Land Title Association Owner's Policy, Standard Form B) or the policy itself. This commitment (or policy) will list any exceptions to title. Buyer agrees to take title subject to the following matters (the "Permitted Exceptions"):

i. Liability for all taxes and/or assessments affecting the Unit commencing the year Buyer receives title and continuing thereafter;

ii. All laws, and all restrictions, covenants, conditions, limitations, agreements, reservations and easements recorded in the Public Records of Palm Beach County, Florida, including, without limitation, zoning restrictions, property use limitation and obligations, easements (rights-of-way) and agreements relating to telephone lines, water and sewer lines, and other utilities;

iii. Restrictions, covenants, conditions, lien rights, easements, terms and other provisions imposed by the Declaration of Condominium and the Master Covenants, as amended and/or supplemented from time to time, (and any other documents which Seller, in its sole and absolute discretion, believes necessary or appropriate) which are recorded, now or at any time after the date of this Agreement in the Public Records of Palm Beach County, Florida;

iv. Easements or claims of easements not shown by the Public Records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises;

v. Easement granted to Florida Power and Light Company, recorded June 15, 1990, in Official Records Book 6487, at Page 912, as affected by Partial Release of Easement, recorded September 29, 2015, in Official Records Book 27829, at Page 1322, and shown on the ALTA/NSPS Land Title Survey prepared by Caulfield & Wheeler, Inc. dated April 1, 2015, last revised August 9, 2017 under Job No. 6831 (the "Survey").

vi. Easement Deed granted to the City of Boca Raton, recorded September 19, 1990, in Official Records Book 6585, at Page 1505, as partially released and affected by City of Boca Raton Ordinance No. 5246, recorded January 12, 2015, in Official Records Book 27269, at Page 1521, and shown on the Survey.

vii. Permanent Easement established in that certain Order of Taking recorded August 6, 1991 in Official Records Book 6915, Page 532, of the Public Records of Palm Beach, Florida, and shown on the Survey.

viii. Terms and conditions as set forth in that certain of that certain Reciprocal Easements Agreement, by and between Via Mizner Owner I, LLC, a Delaware limited liability company, Via Mizner Owner II, LLC, a Delaware limited liability company, and Via Mizner Owner III, a Delaware limited liability company recorded or to be recorded in the Public Records of Palm Beach County, Florida.

ix. Easement Deed granted to the City of Boca Raton, recorded January 9, 2015, in Official Records Book 27266, at Page 873, and shown on the Survey.

x. Amended and Restated Individual Development Approval No. CRP-06-01 R5 of the Community Redevelopment Agency, City of Boca Raton, executed on October 23, 2018, as it may be amended from time to time.

xi. Any mortgage executed by Buyer which encumbers the Unit or any other matters arising by, through or as a result of the actions of Buyer;

xii. All standard printed exceptions contained in an ALTA Owner's title insurance policy issued in Palm Beach County, Florida, other than taxes and assessments for the year of closing which are not then due and payable; and

xiii. Any matters not listed above, including, without limitation, any open Notices of Commencement, as long as title insurance coverage is provided for these matters or is otherwise available from any major title insurance underwriter selected by Seller (as to any open Notice of Commencement related to its construction or development work, Seller shall only be obligated to provide an unsecured indemnification to the title insurer, on a form reasonably acceptable to Seller, to induce the title insurer to insure Buyer's title without exception for unfiled construction liens relating to the Notice of Commencement).

No limitation on Buyer's title shall prohibit construction of the Unit, or the use thereof, as a residential dwelling, subject to the Condominium Documents. Buyer understands that its use of the Unit and facilities within the Condominium, and other portions of the Building and the Properties, will be subject to the Condominium Documents (including Declaration of Condominium and the Master Covenants) and the Permitted Exceptions.

b. **Special Warranty Deed.** At closing, Seller shall deliver to Buyer a special warranty deed to the Unit, subject to the Permitted Exceptions. Buyer will also receive the following documents at closing: 1) a Bill of Sale for any appliances included in the Unit,

Buyer(s) Initials: CWD

2) Seller's form of Owner's ("no lien") affidavit, 3) FIRPTA (non-foreign) affidavit, and 4) Acknowledgment, Receipt and Closing Agreement prepared by Seller's counsel. When Buyer receives the special warranty deed at closing, Buyer will sign any of the foregoing documents, as well as any other documents that Seller and/or its counsel deems necessary or appropriate, including (without limitation) any agreements, affidavits, or other documents related to the Order, as defined in Section 52 below.

Title, for all purposes, shall be deemed insurable and otherwise acceptable hereunder if Seller is able to deliver a commitment for an owner's title insurance policy for the Unit, subject only to the Permitted Exceptions set forth herein. If Seller cannot provide the quality of title described above, Seller will have a reasonable period of time (at least sixty (60) days) to use good faith efforts to correct any defects in title. If Seller cannot correct the title defects within such time, Buyer will have two options: (a) Buyer can accept title in the condition Seller offers it without any reduction in the Purchase Price, or (b) Buyer can cancel this Agreement and receive a full refund of its deposits (including any interest actually earned on them, if any). Seller will be relieved of all obligations under this Agreement (and otherwise) when Seller refunds the deposits (including any interest actually earned on them, if any) to Buyer.

At the same time Buyer receives the special warranty deed, Buyer agrees to pay the balance of the Purchase Price and any additional amounts owed under this Agreement. Until all sums have been received and cleared, Seller will be entitled to a vendor's lien on the Unit (which Buyer will grant to Seller in writing at closing, at Seller's request).

Notwithstanding that Buyer is obligated to pay "all-cash" hereunder, in the event Buyer is obtaining financing with the assistance of a Federally-related mortgage loan and this transaction is otherwise subject to the Real Estate Settlement Procedures Act ("RESPA"), Buyer shall have the opportunity to elect to obtain a title insurance commitment and policy for the Unit from its own sources rather than to receive same from Seller. In the event that Buyer elects to obtain a title insurance commitment and policy for the Unit from its own sources rather than to receive same from Seller, the Buyer shall nonetheless be required to pay the Developer Reimbursement (as defined herein below), and (i) Buyer must provide Seller with written notice of same on or before the date that is thirty (30) days after the date that Buyer signs this Agreement, (ii) Seller shall have no obligation to provide a title insurance commitment or any other evidence of title to Buyer, (iii) Seller will have no obligation to pay, and Buyer shall be responsible for payment of, all title insurance premiums, and the same shall not be paid or credited from the Developer Reimbursement, and (iv) Buyer shall, no later than five (5) business days prior to closing (the "Objection Deadline"), notify Seller in writing if title is not in the condition required by this Agreement and specify in detail any defect (i.e., any matters which make title other than in the condition which same is required to be conveyed to Buyer pursuant to the terms of this Agreement), provided that if Buyer fails to give Seller written notice of defect(s) before the expiration of the Objection Deadline, the defects shall, anything in this Agreement notwithstanding, be deemed to be waived as title objections to closing this transaction and Seller shall be under no obligation whatsoever to take any corrective action with respect to same, and title to the Unit shall be conveyed subject to same.

13. **Additional Expenses.** Buyer understands that, in addition to the Purchase Price for the Unit, Buyer must pay certain additional expenses, fees and costs when title is delivered to Buyer at closing. These include:

a. "Developer Reimbursement" in the amount of one and three quarters percent (1.75%) of the Purchase Price, including any charges for option or extras, or any assignments of any Residential Shared Facilities, or any parking assignments or storage space assignments, now or hereafter contracted for which are not included in the Purchase Price.

b. To the extent that the transaction is governed by RESPA and Buyer has elected, in the time and manner provided in the last paragraph of Section 12, to obtain a title insurance commitment and policy from its own sources, all premiums for the title insurance commitment and title insurance policy, and any other costs associated therewith.

c. Working capital contributions (each a "Capital Contribution" and collectively, the "Capital Contributions") in an amount equal to twice the monthly assessments for the Unit to (i) the Condominium Association, (ii) the Tower 105 Shared Facilities Operator for the Tower 105 General Shared Expenses, and (iii) the Tower 105 Shared Facilities Operator for the Tower 105 Residential Shared Expenses (other than the Club Dues), at the time of closing, which contributions are payable directly to such entities. These contributions will not be credited against regular assessments, but may be used by the Association and the applicable Shared Facilities Operator(s) to cover any deficits in the budgets or other expenses of such entities. The monthly assessments for the Unit, as of the date of Buyer's signature, are shown in Exhibit "B" to the Prospectus, but may change if the applicable monthly assessments of any or all of the Association, the Shared Facilities Operators, or the Tower 105 Garage Parcel Owner change prior to closing.

d. Palm Beach County Surtax, if any, due in connection with the transfer of the Unit, or any parking or other assignments granted in connection therewith.

e. Loan fees, closing costs, escrows, appraisal fees, credit report fees, lender's title insurance policy premiums, owner's and lender's title-related charges and endorsement charges, prepayments and all other expenses charged by any lender giving Buyer a mortgage, if applicable. Additionally, if Buyer obtains a loan and elects to have Seller's closing agent act as "loan closing agent" as well, Buyer agrees to pay such closing agent a fee of \$850.00, plus reimbursement of applicable costs, for the agent's title examination, title searching and closing services related to acting as "loan closing agent," plus any sums necessary for reimbursement of costs incurred and any premiums required (at promulgated rate) for any title endorsements, and for the cost of couriers, overnight delivery services and any other expenses incurred in connection therewith. The amount of all lender charges is now unknown. Notwithstanding the reference to loan costs or assistance or cooperation by Seller or Seller's closing agent, Buyer understands and agrees that the closing is NOT contingent upon Buyer obtaining a loan and Buyer is obligated to close whether or not Buyer can obtain financing.

f. A reimbursement to Seller for any utility, cable, satellite or interactive communication deposits or hook-up fees which Seller may have advanced prior to closing for the Unit, other than any such charges which are the responsibility of the Association or the Shared Facilities Operators. The amounts of these charges is now unknown.

g. Any charge for any options, Extras or upgrades of standard items included, or to be included, in and/or with the Unit as agreed to in writing by both Buyer and Seller, if not previously paid.

h. Reimbursement to Seller, and/or Seller's closing agents, for charges incurred in connection with coordinating closing with Buyer and/or Buyer's lender, including, without limitation, charges for messenger expenses, long distance telephone calls, photocopying expenses, telecopying charges, electronic storage of documents, and others. The amount of these charges is now unknown.

i. Reimbursement to Seller for Buyer's prorated portion of any interim service fee or other fees or charges charged by the applicable state, county or municipal jurisdiction.

j. Reimbursement to Seller for any fees charged by Escrow Agent, for the Buyer's deposits, in connection with its services under the Escrow Agreement, and the Reservation Escrow Agreement, if any.

k. The late funding charges specified in Sections 2, 3 and 11 and elsewhere in this Agreement. The amount of any such charges is now unknown.

l. All fees and charges payable to any attorney selected by Buyer.

Seller agrees to pay the following costs at closing:

- (i) The cost of officially recording the deed in the public records of the County.
- (ii) The documentary stamp tax obligations due in connection with the conveyance of the Unit.
- (iii) The premium on the owner's title insurance policy (except as provided in the last paragraph of Section 12 and except for premiums for title endorsements, if any).

Notwithstanding the foregoing, in the event of increases in either the recording fees imposed by the County, or the documentary stamp tax rates, subsequent to the effective date of this Agreement, or in the event of the imposition of any surcharge or any new governmental tax or charge on deeds or conveyances, Buyer agrees to pay all such increases, surcharges or new taxes or charges, in addition to the Developer Reimbursement.

Buyer(s) Initials: CWD

Buyer understands and agrees that the Developer Reimbursement shall be retained by Seller to reimburse Seller for certain of its construction and development expenses, including, without limitation, certain of Seller's administrative expenses and Seller's attorneys' fees in connection with development of the Condominium. Accordingly, Buyer understands and agrees that the Developer Reimbursement is not for payment of closing costs or settlement services, but rather represents additional funds to Seller which are principally intended to reimburse Seller for various out-of-pocket and internal costs and certain expenses of Seller associated with development of the Condominium.

Current expenses of the Unit (for example, taxes and governmental assessments) and current monthly assessments of the Association and Shared Facilities Operators will be prorated between Buyer and Seller as of the date of closing. Additionally, at closing, Buyer shall prepay the next month's maintenance assessments to the Association and the Shared Facilities Operators. If taxes for the year of closing are assessed on the Condominium as a whole, Buyer shall pay Seller, at closing, the Unit's allocable share of those taxes (as estimated by Seller and subject to reparation as provided below) from the date of closing through the end of the applicable calendar year of closing. If taxes for the year of closing are assessed on a unit-by-unit basis, Buyer and Seller shall prorate taxes as of the closing date based upon the actual tax bill, if available, or an estimate by Seller, if not available. After the closing, Buyer shall be responsible for paying the full amount of the tax bill and Seller shall reimburse Buyer for Seller's prorated share of those taxes, unless such taxes have been paid by Seller, in which case Buyer shall reimburse Seller for Buyer's prorated share of such taxes at closing. Buyer agrees that Seller's prorated share of the taxes due as of closing need not be paid to Buyer, however, until the actual tax bill is presented to Seller. Any proration based on an estimate of the current year's taxes shall be subject to reparation upon request of either party provided, however, that (i) the actual amount of taxes is at least 10% higher or lower than the estimate used for prorations, and (ii) any request for reparation is made within ninety (90) days following the issuance of the actual tax bill for the Unit (it being assumed, for purposes hereof, that tax bills are issued on November 1 of each tax year). No request for proration of amounts less than the threshold set forth above or made beyond the ninety (90) day period shall be valid or enforceable, and are deemed waived. In addition, Buyer shall pay, or reimburse Seller if then paid, for any interim proprietary and/or general service fees or other charges imposed by any governmental authority having jurisdiction over the Unit. Seller shall have the right to litigate ad valorem tax matters, impact charges, service fees and interim and/or special assessments concerning the Unit, the Common Elements, or any other portion of the Condominium, the Building or other portions of the Properties, for prior years and/or the year of closing, and to collect and retain any refunds or other adjustments attributable to the periods prior to the closing. This paragraph shall survive (continue to be effective after) closing.

14. Adjustments with the Association and Shared Facilities Operator(s). Buyer understands that Seller may have to advance money to or for the Association and/or the Shared Facilities Operator(s) to permit such entities to pay for certain initial expenses (for example, but without limitation, insurance premiums, Common Element or shared facility utility charges and deposits, permit and license fees, charges for elevator and other service contracts, salaries of its employees and other similar expenses). Seller is entitled to be reimbursed by the Association and/or the applicable Shared Facilities Operator(s) for all of these sums advanced by it, but (as to the Condominium Association) only to the extent the reimbursement exceeds the assessments payable by the Seller for units it owns. The Condominium Association may reimburse Seller out of assessments paid by Buyer and other unit owners as those assessments are collected at a later date, or by way of a credit against any obligation Seller may have to pay to the Association, at Seller's election. This section shall survive (continue to be effective after) closing.

15. Default.

a. **Buyer's Default.** If Buyer fails to perform any of Buyer's obligations under this Agreement (including making scheduled deposits and other payments), Buyer will be in "default". If Buyer is still in default ten (10) days after Seller sends Buyer notice thereof, Seller shall be entitled to the remedies provided herein. If, however, Buyer's default is in failing to close on the scheduled date, Seller can cancel this Agreement upon written notice to Buyer without giving Buyer any prior (or subsequent) notification or opportunity to close at a later date.

Upon Buyer's default (and the expiration of any notice period, if applicable), Seller shall have the right to (i) terminate Buyer's rights and interest to purchase the Unit, whereupon Seller may elect to resell the Unit for such price, whether higher or lower, as may be acceptable to Seller in its sole discretion, and (ii) proceed against Buyer for all actual damages resulting from such default. Buyer understands that Buyer's default may result in substantial damages to Seller for a number of reasons, including (without limitation) because Seller has (a) taken the Unit off the market for Buyer in reliance upon Buyer performing its obligations under this Agreement, (b) committed to or expended funds, arranged labor and made purchases or commitments for materials, finishes and/or other items, and (c) spent money on sales, advertising, promotion and construction and has incurred other costs and expenses incident to this sale and the development of the property, in reliance upon Buyer's agreement to fulfill its covenants and obligations under this Agreement, including, but not limited to, its agreement to allow Seller to utilize Buyer's deposits and other advance payments, to the extent permitted under this Agreement and under applicable law, and to close as required under this Agreement. In consideration thereof, Buyer agrees that, in the event Seller terminates Buyer's rights and interest to purchase the Unit under this Agreement due to Buyer's default, Seller shall be entitled to (1) collect and/or retain, as applicable, all deposits and other advance payments paid or required to be paid under this Agreement, including sums which are then being held in escrow, and any and all such sums withdrawn from escrow, up to the amount of actual damages incurred by Seller, as determined in accordance with Florida law, as a result of Buyer's default, and proceed against Buyer for any and all such actual damages resulting from Buyer's default in excess of the amount of all deposits and other advance payments collected or retained pursuant to this subsection; and (2) Seller shall also have the right to specifically enforce this Agreement against Buyer. Buyer acknowledges that the amount of actual damages incurred by Seller as a result of Buyer's default may not be ascertainable until such time as Seller has been able to resell the Unit, and/or to close upon any such resale, which may not occur until a substantial period of time after any such termination.

b. **Seller's Default.** Buyer will give Seller twenty (20) days' written notice of any default by Seller under this Agreement, and if Seller does not thereafter cure the default within such twenty (20) day period (unless such default cannot be cured within such twenty (20) day period in which case Seller shall have such additional time as may be necessary to cure the default so long as Seller is diligently attempting to cure same), Buyer may demand the return of its deposits, together with any and all interest actually earned thereon, and Buyer may pursue a claim against Seller for actual damages (but not consequential, special or punitive damages) on account of any breach by Seller. Under no circumstances shall Buyer have the right to seek or receive specific performance of Seller's obligations, and Buyer hereby fully and unconditionally waives, releases and relinquishes any and all claims or rights to specific performance, or to file an equitable lien on the Unit or damages other than actual damages to the extent set forth above. Nothing herein shall limit or abridge the rights and remedies of each Unit Owner pursuant to Sections 718.111(3), 718.303 and 718.506, Florida Statutes.

The provisions of this section will survive (continue to be effective after) closing.

16. Litigation; Jurisdiction; Venue. The prevailing party in any suit or other proceeding brought by either Buyer or Seller with respect to this Agreement will be entitled to recovery of its reasonable attorneys' fees and costs incurred in such suit or proceeding or in any appeal thereof. Any such suit or proceeding shall be filed in any appropriate State or Federal Court of jurisdiction in Palm Beach County, Florida, and Buyer and Seller hereby submit to the personal jurisdiction of such Courts and agree that such Courts are a convenient forum. Buyer hereby knowingly waives any objections it may now or hereafter have based on Forum Non-Conveniens. The provisions of this section will survive (continue to be effective after) closing.

17. Maintenance Fees. Buyer understands that the Estimated Operating Budgets (the "Budgets") contained in the Condominium Documents provide only estimates of what it will cost to run the Association and the Shared Facilities during the period of time stated in the Budgets. Other than as set forth in Section 13.7 of the Declaration of Condominium, the monthly assessments for the Unit payable to the Association and the Shared Facilities Operators, as shown in the Budgets, are not guaranteed and the Association and the Shared Facilities Operators may each make changes to the Budgets at any time to cover increases or decreases in actual expenses or in estimates. Subject to Section 27 of this Agreement, those changes will not give Buyer any right to cancel this Agreement. To the maximum extent permitted under the Condominium Documents and applicable law, it is intended that Seller, as the developer of the Condominium and/or sole Unit Owner upon the formation of the Condominium may vote to waive the collection and maintenance of reserves for any time period permitted under the Act. Thereafter, on an annual basis, a majority of the Condominium Association's members may vote to continue not to provide any reserves. If such a vote is in fact made to waive reserves, the assessments per unit payable to the Condominium Association will be as set forth in the applicable Estimated Operating Budget as "Assessments per Unit - Without Reserves". If no such election is made, the assessments per Unit payable to the Condominium Association, will be as set forth in the applicable Estimated Operating Budget as "Assessments per Unit - With Reserves". The provisions of this section will survive (continue to be effective after) closing. Similarly, the applicable Shared Facilities Operator(s) may each, without imposing any obligation, waive the collection and maintenance of reserves to the maximum extent permitted under applicable law.

18. **Seller's Use of the Condominium Property and Other Portions of the Properties.** As long as Seller is offering any unit(s), or any other portion of the Properties, for sale in the ordinary course of business, it and its agents can keep offices and model units within the Condominium Property, or within any portion of the Building, the Tower 105 Site, or other portions of the Properties. Seller and its agents can show these units, erect advertising signs and do whatever else is necessary in Seller's opinion to help sell or lease units or develop, manage, service or repair the Condominium Property, the Building, the Tower 105 Site, or other portions of the Properties, but Seller's use of the Condominium Property, or within the Building, the Tower 105 Site, or other portions of the Properties, must be reasonable, in Seller's opinion, and cannot unreasonably interfere, in Seller's opinion, with Buyer's use and enjoyment of the Unit. The provisions of this section will survive (continue to be effective after) closing.

19. **Sales Commissions and Brokers.** Seller will pay all sales commissions due its in-house sales persons and to the co-broker, if any, listed on Page 1 of this Agreement, provided that the co-broker has properly registered with the Seller prior to the execution of this Agreement (if the space on Page 1 for a co-broker is left blank, it shall mean that Seller has not agreed to pay any co-broker). Seller has no responsibility to pay any sales commissions to any other broker or sales agent with whom Buyer has dealt (except as specifically named herein and then only as Seller has agreed in writing). Buyer will be solely responsible to pay any such broker(s). By signing this Agreement, Buyer is representing and warranting to Seller and Seller is relying on said representation and warranty, that Buyer has not consulted or dealt with any other broker, salesperson, agent or finder other than Seller's sales personnel (and the co-broker, if any, named on Page 1 of this Agreement) and that Buyer will indemnify and hold Seller harmless for and from any such person or company claiming otherwise. Buyer's indemnity and agreement to hold Seller harmless includes, without limitation, Buyer's obligation to pay or reimburse Seller for all commissions, damages and other sums for which Seller may be held liable and all attorneys' fees and court costs actually incurred by Seller (including those for appeals), regardless of whether a lawsuit(s) is actually brought or whether Seller ultimately wins or loses.

Buyer understands and agrees that Seller's in-house sales personnel are agents of Seller only (and are not Buyer's agents, transactional brokers, and/or dual agents). As Seller's agents, they owe a fiduciary duty to represent the interests of the Seller.

No real estate broker or salesperson is authorized to make any representations or other statements regarding this Condominium, or the Properties, and no such representations or statements, or any agreements, deposits paid to or other arrangements made with any real estate broker or salesperson, are or shall be binding on the Seller. This offering is made only by the Prospectus for the Condominium and no statement should be relied upon if not made in the Condominium Documents or in this Agreement.

The provisions of this section will survive (continue to be effective after) closing.

20. **Notices.** Whenever Buyer is required or desires to give notice to Seller, the notice must be in writing and it must be sent by certified mail, postage prepaid, with a return receipt requested to Seller and addressed as follows: Via Mizner Owner III, LLC, 1515 N. Federal Highway, Suite 306, Boca Raton, FL 33432, Attn: Mr. Al Piazza. Copies of all notices to Seller shall also be sent to Rennert Vogel Mandler & Rodriguez, P.A., Miami Tower, 100 S.E. Second Street, Suite 2900, Miami, Florida 33131, Attn: Howard J. Vogel, Esq., or at such other addresses as Seller may otherwise direct.

Unless this Agreement states other methods of giving notices, whenever Seller is required or desires to notify Buyer, the notice must be given either in person, by telephone or in writing and, if in writing, it must be sent either by: (i) certified mail, postage prepaid, with a return receipt requested; (ii) facsimile transmission if Buyer has indicated a telecopy number on Page 1 of this Agreement; (iii) electronic mail if Buyer has indicated an e-mail address on Page 1 of this Agreement; or (iv) a recognized overnight courier service (i.e., Federal Express, Express Mail, Emory, Purolator, United Parcel Service, etc.), to the address for Buyer set forth on Page 1 of this Agreement. Alternatively, if Buyer is represented by counsel, Seller may instead send any notices only to Buyer's counsel.

Notices delivered by facsimile transmission shall be deemed received on the date that Seller receives confirmation (from the sending machine) that the facsimile was transmitted to the receiving facsimile number. Notices delivered by electronic transmission (e-mail) shall be deemed received by Buyer on the date sent by Seller. Notices delivered by hand delivery or overnight courier service shall be deemed received on the date that the delivery service or overnight courier service first attempts delivery of the notice at the Buyer's address (regardless of whether delivery is accepted). All notices delivered by certified mail are effective three (3) days from the date that the postal service first attempts delivery of the notice at Buyer's address, regardless of whether delivery is accepted, and all permitted non-written notices to Buyer are effective on the date given by Seller, whether or not received.

This section is subject to any additional requirements under applicable law governing the manner in which notices must be sent or received.

21. **Transfer or Assignment.** Buyer has no right to assign, sell or transfer his interest in this Agreement, or its rights hereunder, without the prior express written consent of Seller, which may be withheld by Seller with or without cause. To the extent that Seller consents to any such assignment, said consent may be conditioned in any manner whatsoever, including, without limitation, charging an assignment or transfer fee. Any assignee must fully assume all of the obligations of Buyer hereunder by written agreement for Seller's benefit, in form and content acceptable to Seller, a counterpart original executed copy of which shall be delivered to Seller. If Buyer is a corporation, partnership, limited liability company, other business entity, trustee or nominee, a transfer (whether voluntary, involuntary, by operation of law or otherwise) of any stock, partnership interest, membership interest, equity, beneficial or principal interest in Buyer or a change in the control of Buyer or a merger or consolidation or other business combination involving Buyer will constitute an assignment of this Agreement requiring Seller's prior written consent. Without limiting the generality of the foregoing, Buyer shall not, prior to closing on title to the Unit, without obtaining the prior written consent of Seller (which may be granted or withheld in Seller's sole and absolute discretion) advertise, market and/or list the Unit for sale or resale, whether by placing an advertisement, listing the Unit with a broker, posting signs at the Unit or at the Condominium, allowing the Unit to be listed for sale on the internet or the Multiple Listing Service or otherwise.

Seller may assign or transfer freely any or all of its rights without any of its obligations under this Agreement (including its rights in and to Buyer's deposits and all other payments made by Buyer), to any affiliated or nonaffiliated party, or to any lender providing financing for all or any portion of the Condominium, except to the extent prohibited by the Act.

22. **Limitation of Sales.** Seller reserves the right to limit the sale of units in the Condominium and to refuse, in its sole and absolute discretion, to sell more than one unit to any buyer or to any group of affiliated buyers.

23. **Others Bound by this Agreement.** If Buyer dies or in any way loses legal control of its affairs, this Agreement will bind its heirs and personal representatives. If Buyer has received written consent to assign or transfer his interest in this Agreement, this Agreement will bind anyone receiving such interest. If Buyer is a corporation or business entity, this Agreement will bind any successor corporation or entity.

24. **Recording; Buyer Waiver.** Buyer authorizes Seller to record all documents which Seller deems necessary or appropriate, in the Public Records of Palm Beach County, Florida. Neither this Agreement nor any notice or memorandum hereof (nor any Lis Pendens) may be recorded. As a material inducement to Seller executing this Agreement, Buyer further agrees not to seek to impose any type of equitable lien or other claim upon the Unit, or any other portion of the Condominium or the Properties, and all rights to impose or seek any such lien or other claim is hereby fully, knowingly and unconditionally waived and released. The provisions of this section will survive (continue to be effective after) termination of this Agreement.

25. **Buyer's Right to Cancel.** The following disclosure is provided to Buyer in accordance with 718.503(1)(a), Florida Statutes:

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 COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

If Buyer does not cancel this Agreement during the above 15-day period, it means that Buyer ratifies this Agreement and the Condominium Documents and Buyer agrees that their provisions are fair and reasonable in Buyer's opinion. Attached to this Agreement is a "Receipt for Condominium Documents" in which the Buyer acknowledges receipt of all the items required to be delivered to Buyer by the Developer under Sections 718.503 and 718.504, Florida Statutes.

26. **Florida Law; Severability; Cancellation; Condominium Unit Exemption.** Any disputes that develop under this Agreement will be settled according to Florida law, except to the extent pre-empted by Federal law, without reference to the choice of law provisions. If any part of this Agreement violates a provision of applicable law, the applicable law will control. In such case, however, the rest of the Agreement (not in violation) will remain in force.

Without limiting the generality of the foregoing, it is Seller's and Buyer's mutual desire and intent that all provisions of this Agreement be given full effect and be enforceable strictly in accordance with their terms. If, however, any part of this Agreement is not enforceable in accordance with its terms or would render other parts of this Agreement or this Agreement, in its entirety, unenforceable, the unenforceable part or parts are to be judicially modified, if at all possible, to come as close as possible to the expressed intent of such part or parts (and still be enforceable without jeopardy to other parts of this Agreement, or this Agreement in its entirety), and then are to be enforced as so modified. If the unenforceable part or parts cannot be so modified, such part or parts will be unenforceable and considered null and void in order that the mutual paramount goal (that this Agreement is to be enforced to the maximum extent possible strictly in accordance with its terms) can be achieved.

Without limiting the generality of the foregoing, if the mere inclusion in this Agreement of language granting to Seller certain rights and powers, or waiving or limiting any of Buyer's rights or powers or Seller's obligations (which otherwise would be applicable in the absence of such language), results in a final conclusion (after giving effect to the above judicial modification, if possible) that Buyer has the right to cancel this Agreement and receive a refund of his deposits, such offending rights, powers, limitations and/or waivers shall be struck, canceled, rendered unenforceable, ineffective and null and void. Under no circumstances shall either Buyer or Seller have the right to cancel this Agreement solely by reason of the inclusion of certain language in this Agreement (other than language which is intended specifically to create such a cancellation right).

Notwithstanding anything to the contrary contained in this Agreement, it is the mutual desire and intent of Buyer and Seller that the sale of the Unit pursuant to this Agreement qualify for the "Condominium Unit" exemption under the Interstate Land Sales Full Disclosure Act pursuant to 15 U.S.C.A. Section 1702(b)(9), and that nothing contained in this Agreement shall be construed or shall operate in a manner inconsistent with Seller's obligation to complete and deliver the Unit in the manner required for compliance with the foregoing exemption.

Accordingly, if any provisions of this Agreement, or portions thereof, serve to limit or otherwise preclude the sale of this Unit from qualifying for the "Condominium Unit" exemption under the Interstate Land Sales Full Disclosure Act pursuant to 15 U.S.C.A. Section 1702(b)(9), then any such provisions, or portions thereof, shall be stricken and made null and void ab initio as if never a part of this Agreement.

27. **Changes.** Seller may make changes in the Condominium Documents in its sole discretion by providing Buyer with written notice of all such changes. In the event that any such changes materially alter or modify the offering in a manner adverse to Buyer, Buyer will have fifteen (15) days from the date of receipt of such notice from Seller to cancel this Agreement (by delivering written notice to Seller of such cancellation, which notice should set forth how Buyer believes the changes adversely affect Buyer) and receive a refund of any deposits with applicable interest. Upon such termination, Seller will be relieved of all obligations under this Agreement when Seller refunds the deposits and interest, if any. Buyer will not be permitted to prevent Seller from making any change Seller wishes to make, nor to pursue any remedy other than the 15-day cancellation remedy described above (and then only for the kind of changes that materially alter or modify the offering in a manner that is adverse to Buyer).

If Buyer has the right to cancel this Agreement by reason of a change which materially modifies or alters the offering in a manner adverse to Buyer, Buyer's failure to request cancellation in writing within the 15-day period will mean that Buyer accepts the change and irrevocably waives its right to so cancel. All rights of cancellation will terminate, if not sooner, then absolutely at closing. After closing, Buyer will have no remedy for any changes Seller may make or has made. Seller's right to make changes pursuant to this section is subject to the limitations set forth in §718.110(4) and (8), Florida Statutes.

Without limiting the generality of the foregoing and other provisions of this Agreement, Seller is specifically authorized to (a) substitute the final legal description and as-built surveys for the proposed descriptions and plot plans contained in the Declaration of Condominium and the Master Covenants, even though changes occur in the permitting stage and during construction; and/or (b) combine and/or subdivide units prior to the recordation of the Declaration of Condominium (and incorporate divider wall common elements in any such combination units or add common element divider walls in any such subdivision), provided that the percentage share of ownership of common elements of any unit not affected in the combination or subdivision is not affected. Any such substitution, combination, subdivision, addition and/or determination shall not be deemed to be either a material or adverse change in the offering.

The provisions of this section will survive (continue to be effective after) closing.

28. **Time of Essence.** The performance of all obligations by Buyer on the precise times stated in this Agreement is of absolute importance and failure of Buyer to so perform on time is a default, time being of the essence as to all of Buyer's obligations hereunder.

29. **Joint Obligation.** If more than one person signs this Agreement as Buyer, each will be equally liable for full performance of all Buyer's duties and obligations under it and Seller can enforce it against either individually or together.

30. **Disclaimer of Implied Warranties.** Specimen copies of any manufacturers' warranties received by Seller will be passed through to Buyer at closing and are not expressly warranted by Seller. At closing, Buyer will receive the statutory warranties imposed by the Act.

To the maximum extent lawful, all implied warranties of fitness for a particular purpose, merchantability and habitability, all warranties imposed by statute (except only those imposed by the Act to the extent they cannot be disclaimed and to the extent they have not otherwise expired by their terms) and all other implied or express warranties of any kind or character are specifically disclaimed. Seller has not given and Buyer has not relied on or bargained for any such warranties.

Buyer(s) Initials: CMW

As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

The provisions of this section will survive (continue to be effective after) closing.

31. **Management Agreement; Affiliates.** Buyer understands and agrees that certain management services may be provided for the Condominium, the Tower 105 Shared Facilities, and other portions of the Properties. Buyer further understands and agrees that, if provided, the Association, as well as the Shared Facilities Operators, may contract with a manager, which may be an affiliate of Seller, for such management services will be obligated to pay a fee to its manager(s). Buyer also recognizes that the manager(s) may have other business relationships with Seller and that people Seller appoints may serve on the Board of Directors of the Association (and may also serve on Seller's Board), but Buyer does not find these facts objectionable and agrees and consents to same. Buyer further acknowledges and agrees that any onsite manager may be shared by one or more of the Association and Shared Facilities Operators, and the cost therewith may (at the discretion of such entities) be allocated among the lots or other parcels within the Building and/or other portions of the Properties. The provisions of this section will survive (continue to be effective after) closing.

32. **Return of Condominium Documents.** If this Agreement is canceled for any reason, Buyer will return to Seller all of the Condominium Documents delivered to it in the same condition received, reasonable wear and tear excepted. If Buyer fails to return the Condominium Documents, Buyer agrees to pay Seller \$100.00 to defray the cost of preparation, printing and delivery.

33. **Seller Waiver.** Seller's waiver of any of its rights or remedies (which can only occur if Seller waives any right or remedy in writing) will not waive any other of Seller's rights or remedies or prevent Seller from later enforcing all of Seller's rights and remedies under other circumstances.

34. **Survival.** Those provisions and disclaimers in this Agreement which specifically state that they shall be in effect after closing of this Agreement, or which by their nature would apply after closing of this Agreement, will survive (continue to be effective after) closing and delivery of the deed. All other provisions shall be deemed merged into the deed upon closing. Additionally, those provisions which by their nature would apply after termination or cancellation of this Agreement shall survive any such termination or cancellation.

35. **Substantial Completion.** Whenever this Agreement requires Seller to complete or substantially complete an item of construction, that item will be understood to be complete or substantially complete for all purposes upon the issuance of a temporary or final Certificate of Use and Occupancy or Certificate of Completion by the appropriate governmental agency for and covering the Unit, and the Unit must otherwise be physically habitable and usable for the purpose for which it was purchased, and it must be ready for occupancy and have all necessary and customary utilities extended to it and available for service to be initiated by Buyer. Other units, and other portions of the Condominium Property, the Building, the Tower 105 Site, or other portions of the Properties, may not then have any certificates of occupancy or completion nor must they then be substantially completed.

36. **Risk of Loss.** If the improvements constituting or within the Condominium are damaged by fire or other casualty before delivery of the deed and can be restored to substantially the same condition within a period of one (1) year thereafter, Seller shall have the option to restore the improvements and the closing date hereunder shall be extended for a similar period, if necessary. If Seller fails to restore said damage within said one (1) year, then Buyer shall be entitled to receive the return of all sums paid hereunder and all parties shall be released from any and all obligations and liabilities as a result of this Agreement.

37. **Designation of Registered Agent.** Buyer hereby agrees that the person designated as Registered Agent on Page 1 of this Agreement is hereby unconditionally and irrevocably qualified to accept service of process on behalf of Buyer in the State of Florida, which such designation shall be irrevocable unless Buyer effectively appoints a substitute local agent and notifies Seller in writing of such substituted designation. Accordingly, Buyer agrees that notice of service of process on Buyer for all purposes under this Agreement shall be deemed to be effective if served on Buyer or on Buyer's Registered Agent, as identified on Page 1 of this Agreement.

38. **Buyer's Certification.** Buyer hereby certifies, under penalty of perjury, that the taxpayer's identification or social security number for Buyer, as set forth on Page 1 of this Agreement, is correct, and understands that failure to provide the correct taxpayer's identification or social security number, as required by law, may subject Buyer to civil or criminal penalties. In addition to the foregoing, Buyer hereby agrees to properly execute on a timely basis a W-8, W-9 or any other similar form requested by Seller.

39. **Incorporation; Definitions.** The explanations, definitions, disclaimers and other provisions set forth in the Condominium Documents are incorporated into this Agreement as if repeated at length herein. When the words "this Agreement" are used, they shall include in their meaning all modifications, riders and addenda to it signed by Buyer and Seller. The term "force majeure" as used in this Agreement, shall mean "Acts of God", labor disputes (whether lawful or not), material or labor shortages, restrictions by any governmental or utility authority, civil riots, floods or other causes beyond a party's control.

40. **Seller's Opinion/Discretion.** Except as specifically provided to the contrary in this Agreement, wherever this Agreement requires or permits Seller's opinion or discretion (or words of similar import) to govern any matter, Seller will not be permitted, for purposes of this Agreement, to form an opinion which is entirely unreasonable, nor to exercise its discretion in an entirely unreasonable manner. However, if any such opinion or exercise of discretion is not entirely unreasonable, it will control for purposes of this Agreement.

41. **The Association and Club.** This Agreement is Buyer's application for membership in the Association, which membership in the Association shall automatically take effect at closing. At that time, Buyer agrees to accept the liabilities and obligations of membership. Buyer acknowledges and agrees that membership in the Club will be mandatory for all Unit Owners. Accordingly, Buyer shall acquire the required membership in the Club no later than the closing on the sale and purchase of the Unit and shall maintain a membership for so long Buyer owns the Unit. The mandatory Club Membership requirement may not be avoided by non-acceptance of the Club Memberships or non-use of the Club Facilities. Buyer acknowledges receipt of and agrees to be bound by the Condominium Documents, including, without limitation, the Declaration of Condominium and the Master Covenants, as same may be amended and/or supplemented from time to time. Buyer acknowledges and agrees that title to the Units shall be subject to such documents.

42. **Negotiation.** Buyer acknowledges that (a) it has had ample opportunity to inspect other similar condominiums and the documents for them, (b) Seller has clearly disclosed to Buyer its right to cancel this Agreement for any reason whatsoever (including any dissatisfaction with the provisions of this Agreement or the Condominium Documents) within fifteen (15) days following the execution of this Agreement by Buyer and receipt by Buyer of the Condominium Documents, and (c) that although Seller's sales agents are not authorized to change the form of this Agreement, they have strict instructions from Seller to communicate any of Buyer's requests for changes to Seller's management, which has given Buyer the opportunity to discuss and negotiate such changes. In light of the foregoing, subject to Buyer's right to reconsider and cancel this Agreement within the fifteen (15) day period described above, Buyer's decision to sign this Agreement is totally free and voluntary and if Buyer fails to exercise its right to cancel as stated above, that will mean that it acknowledges and accepts all of the provisions of this Agreement and the Condominium Documents as fair, reasonable, negotiated, discussed and explained to its satisfaction. Furthermore, notwithstanding the fact that the form of this Agreement has been drafted, initially, by Seller, because this Agreement is a negotiated arm's length agreement, the principle of contract interpretation which would result in any ambiguity being construed against the draftsman shall not, and is not intended to, apply.

43. **Seller's Representations.** This Agreement contains the entire understanding between Buyer and Seller, and Buyer hereby acknowledges that the displays, architectural models, artist renderings, sales brochures, websites, social media postings, and any promotional materials or items, whether contained in the sales office or otherwise, and any model units (if any) are for promotional purposes only and may not be relied upon. No Seller representative has the authority to supplement, modify, or make additional representations except by a written instrument compliant with Section 56 below amending this Agreement. Buyer warrants that Buyer has not relied upon any verbal representations, advertising, portrayals or promises other than as expressly contained in this Agreement and/or in the Condominium Documents, including specifically, but without limitation, any representations as to: (a) potential appreciation in or resale value of the Unit, (b) the existence of any "view" from the Unit or that any existing "view" will not be obstructed in the future, (c) traffic conditions in, near or around the Condominium, the Building, and the remainder of the Properties, (d) disturbances from other portions of the Properties, or from nearby areas, including, but not limited to, shopping centers, community centers, mass-transit facilities, trains, schools and roadways, (e) disturbances from air or vehicular traffic, (f) any rental value of the Unit, or (g) any future use of the Condominium, or other portions of the Building, the Tower 105 Site, or the remainder of the Properties, or adjacent

properties. Buyer further warrants, represents and agrees the Unit will not be used as an investment property for resale or "flip". Nothing herein shall impair the rights and remedies of Buyers under Section 718.506 of the Act. The provisions of this section shall survive the closing of this Agreement.

44. **Additional Disclosures and Acknowledgments.** Buyer is hereby advised as follows:

a. **Mandarin Oriental Disclaimers.** Buyer acknowledges that: (i) the Unit is being developed and sold by Seller and not by Mandarin Oriental Hotel Company Inc. ("Mandarin") or any of its affiliates (collectively, "MOHG"); (ii) MOHG has not confirmed the accuracy of any marketing or sales materials provided by Seller, is not part of or an agent for the Seller and has not acted as broker, finder, or agent in connection with the sale of the Unit; (iii) Buyer shall have no interest in any of the Mandarin Marks (as defined below) and any right to use the Mandarin Marks shall be limited to such rights set forth in any licensing agreement, if any, entered into with Mandarin for the Condominium (a "Licensing Agreement"); and (iv) Buyer unconditionally waives and releases MOHG, its employees, agents, members, managers, and directors from and against any liability with respect to any representations or defects of any claim whatsoever, relating to the marketing, sale, design, or construction of the Unit, the Condominium, and the Building. Buyer further acknowledges that in the event a Licensing Agreement with Mandarin is entered into and then terminated for any reason, all use of the name "Mandarin Oriental", the MOHG name and mark, and all other trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans and designs used in connection with the Condominium, the Building, or the Unit (collectively, the "Mandarin Marks") shall cease at the Condominium, all indicia of affiliation of the Condominium with the Mandarin Marks and the Mandarin brand, including all signs or other materials bearing any of the Mandarin Marks, shall be removed from the Condominium and the Building, and all services (if any) to be provided by MOHG shall cease.

In addition to the foregoing, simultaneously with Buyer's execution of this Agreement, Buyer shall execute and deliver to the Seller a Buyer Acknowledgement and Undertaking, substantially in the form attached as Exhibit B to this Agreement (the "MOHG Acknowledgement"). The MOHG Acknowledgement may not be terminated or amended by Buyer and survives any amendment, replacement or termination of this Agreement or any management agreement in respect of the Unit. The Disclaiming Parties, as defined in the MOHG Acknowledgement, shall be entitled to rely on the certifications made herein by Buyer (or deemed to be made by Buyer by entering into this Agreement or by closing on the purchase of a Unit) and no changes or modifications to, or waivers of, such certifications are effective without a written agreement thereof executed by the Disclaiming Parties and Buyer. Buyer shall fully indemnify the Disclaiming Parties against any loss, damages, expenses (including but not limited to attorneys' fees and expenses), compensation and claims arising from Buyer's breach of any covenant, term or provision stated in the MOHG Acknowledgement.

b. **Hotel Branding.** Mandarin and/or an affiliate thereof has entered into an agreement to provide limited licensing rights, hotel and other services to portions of the Properties. These limited licensing rights, services and/or amenities may include (without limitation or obligation), a limited right to use the Mandarin Marks in accordance with the Licensing Agreement, and certain concierge, housekeeping, room service, and other hotel and/or resort-related services, some of which, if made available to the Condominium, shall be subject to payment of additional fees and charges. Notwithstanding the foregoing, other than as expressly set forth herein to the contrary, Seller makes no representations or warranties whatsoever as to (a) whether there will at all times be a Licensing Agreement, branding agreement, or any other agreement with a hotel or other operator, (b) the terms or duration of any agreement with Mandarin, MOHG, or any other hotel operator or licensee, (c) the chain, division or brand name, if any, that will be made available from time to time, and (d) the amount of any management or related fees, if any, that may be charged and included in the Shared Facilities Expenses, as such term is defined below.

c. **Mixed Urban Setting; Solid Waste Pickup.** Buyer acknowledges and agrees that (a) noises and/or other disruptions may occur as a result of activities undertaken upon the Properties; (b) the Properties are in a mixed urban setting and are subject to daytime and nighttime noise levels normally associated with mixed-use urban developments; and (c) solid waste pickup will be performed by a private carrier and not by the City of Boca Raton.

d. **City of Boca Raton Downtown Special Assessment Program.** Buyer acknowledges and agrees that the Condominium, and the remainder of the Properties, are included within the City of Boca Raton Downtown Special Assessment Program and subject to special assessment under City of Boca Raton Resolution No. 128-90 in accordance with the terms thereof.

e. **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 department. The foregoing notice is provided in order to comply with state law and is for informational purposes only. Seller does not conduct radon testing with respect to the Units, the Condominium, or other portions of the Building or the Properties, and specifically disclaims any and all representations or warranties as to the absence of radon gas or radon producing conditions in connection with the Condominium, the Building, the Tower 105 Site, and the Properties.

f. **Flood Disclosures.** Buyer acknowledges and agrees that portions of the Tower 105 Garage Parcel, the Building, and the Properties may be located below the Federal flood plain, and, accordingly, in the event of flooding, any automobile(s) and/or personal property stored therein are susceptible to water damage. Additionally, insurance rates, for insuring such areas may be higher than if those portions of the Building and the Properties were above the Federal flood plain. By acquiring title to, or taking possession of, a Unit, or utilizing a parking space or storage space within the Properties, Buyer, for itself and its tenants, guests and invitees, hereby expressly assumes any responsibility for loss, damage or liability resulting therefrom. Unit Owners and their tenants, employees, guests and invitees, shall be responsible for removing their vehicles and other property from the Tower 105 Garage Parcel upon the issuance of a tropical storm or hurricane warning. Each Unit Owner, for itself and its tenants, and its and their respective employees, guests and invitees, recognizes that the Tower 105 Garage Parcel and other portions of the Properties may be temporarily unavailable in the event of a tropical storm or hurricane. The provisions of this section shall survive (continue to be effective after) closing.

g. **Below-Grade Improvements.** Buyer acknowledges that the Tower 105 Garage Parcel and portions of the Tower 105 Shared Facilities will be constructed as or within an underground below-grade parking garage and that portions thereof, including certain parking spaces and storage spaces therein, may be below the Federal flood plain. Accordingly, such areas are more susceptible than an above-grade garage to moisture and condensation, leaks through the slabs, concrete or sheet pile walls, and damages from flooding or from excessive exposure to moisture. Unit Owners and their tenants, employees, guests and invitees, (a) shall be responsible for removing their vehicles and other property from the Tower 105 Garage Parcel upon the issuance of a tropical storm or hurricane warning; (b) acknowledge that all or some portions of the Tower 105 Garage Parcel, other portions of Tower 105 Site and the remainder of the Properties, may be temporarily unavailable in the event of a tropical storm or hurricane; (c) acknowledge that all or portions of the parking spaces and the storage spaces will be located below-grade, and may be located below the Federal flood plain, and, accordingly, will be more susceptible than an above-grade garage to moisture and condensation, leaks through the slabs, concrete or sheet pile walls, and damages from flooding, including damages from excessive exposure to moisture and damages to any personal property stored therein; (d) acknowledge that insurance rates in insuring the contents of the Storage Spaces and the Parking Spaces may be higher than if the storage spaces and the parking spaces were located above-grade and above the Federal flood plain; and (e) agree that by acquiring title to or taking possession of a Unit, or by using a parking space or a storage space, each Unit Owner, on behalf of itself and its tenants, guests and invitees, expressly assumes any responsibility for loss, damage or liability resulting from such conditions, and waives any and all liability of the Seller, the Shared Facilities Owners, Shared Facilities Operators, the Tower 105 Garage Parcel Owner, and its and their respective affiliates, together with all third party consultants of all such parties, resulting from such conditions.

h. **Mold Disclaimer.** Buyer acknowledges that mold naturally occurs in indoor environments and mold spores may enter the Unit, and other portions of the Condominium and Shared Facilities, through open doorways, windows, HVAC (heating, ventilation and air conditioning) systems, and air infiltration, as well as by attachment to people, animals and clothing. Although there is no practical way to fully eliminate all molds, indoor mold growth can be substantially limited through the control of moisture, and it is solely the Buyer's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination. Buyer should regularly inspect the Unit for plumbing leaks, water accumulation, water intrusion through windows, doors and roofs and for any signs of molds. Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores.

Buyer(s) Initials: WZ

Regular cleaning and adequate air circulation and ventilation, as well as regular inspections of your Unit and its HVAC system, may help to prevent or reduce molds. Buyer and occupants of the Unit should immediately file a written report with the Condominium Association if any molds are found or if it appears that abnormal amounts of moisture have accumulated in the Unit or elsewhere within the Condominium or the Shared Facilities. The Seller does not make, nor has the Buyer relied upon, any representations or warranties regarding the existence or development of molds, mildew, spores, fungi and/or other microtoxins and Buyer shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of molds, mildew, spores, fungi and/or other microtoxins, including without limitation, any claims or responsibility for any illness or allergic reactions which may be experienced by Buyer, and/or Buyer's guests and invitees as a result of mold, mildew, fungus or spores. The provisions of this section shall survive (continue to be effective after) the closing.

i. **Property Tax Disclosure Summary:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

j. **Budgets.** Actual expenditures may vary from budgeted amounts included in the Budgets based upon a number of factors, many of which are out of Seller's control. These factors include, without limitation, changes in costs, environmental considerations and the effects of natural disasters. In making a decision to acquire the Unit, Buyer should factor in these potential increases in the Budgets that may occur prior to closing, and after (and the resultant increases in the assessment amounts).

The following disclosure is provided to Buyer:

FIGURES CONTAINED IN BUDGETS DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

k. **Section 558.005, Florida Statutes.** ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

i. **Unit Measurements and Square Footage.** There are two generally accepted methods of measuring the square footage of units in residential condominiums. The first method (the "Survey Method") is based on the actual description of the boundaries of the "Unit," as set forth in the Declaration of Condominium, and generally only includes the interior airspace between the perimeter walls of the Unit, after excluding all structural walls, columns, and other Common Elements located therein (for the precise Unit boundaries, see Section 3.2 of the Declaration of Condominium). The estimated square footage of each Unit, determined in accordance with the Survey Method, is set forth in Exhibit "2" to the Declaration of Condominium and is labeled therein as "Survey Area". The other method of measurement (the "Architectural Method") which generally measures the Unit to the outside finished surface of exterior walls, the outside finished surface of interior non-demising walls not separating Units and to the centerline of interior demising walls separating Units, includes portions of the adjacent Common Elements of the Condominium located within these areas. The estimated square footage of each Unit calculated based upon the Architectural Method is also set forth in Exhibit "2" to the Declaration of Condominium and is labeled therein as "Architectural Area". The estimated square footage of the Unit, as determined under the Architectural Method, will be greater than the estimated square footage as determined under the Survey Method. The Architectural Area is typically used in marketing materials and is provided to establish a frame of reference for comparison to other residential buildings that also use this method of measurement in their marketing materials. However, the boundaries and square footage of the Units are based on the Survey Method, and, under both methods, the balconies, patios, terraces and roof terraces are not part of the Unit. Additionally, quoted square footages, dimensions and other measurements (including, without limitation, ceiling heights and other dimensions of recreational facilities and Common Elements, if any) are estimates that are based on preliminary development plans and are subject to change as a result of, among other things, alcoves, soffits, and ceiling drops, changes in plans, field conditions and other construction related matters. The Seller reserves the right to amend the Condominium Documents, including Exhibit F to the Prospectus and Exhibit 1 to the Declaration of Condominium, to reflect the actual as-built boundaries, measurements and dimensions of the Unit, and all other units in the Condominium, as constructed. Notwithstanding the foregoing, nothing herein shall impair the rights and remedies of Buyers under Section 718.506 of the Act.

m. **Construction Industries Recovery Fund.** PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIC 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: (850) 487-1395; CONSTRUCTION INDUSTRY LICENSING BOARD, 1940 N. MONROE STREET, TALLAHASSEE FL 32399.

n. **Shared Facilities Operators.** Portions of the Condominium will be constructed above and/or adjacent to the Tower 105 Garage Parcel, the Tower 105 Retail Parcels, and certain Shared Facilities which will be located within the Tower 105 Site and other Shared Facilities which will be located outside the Tower 105 Site, all of which will also not be part of the Condominium Property, as reflected in Exhibit "1" to the Declaration of Condominium. The Shared Facilities will be owned by the Shared Facilities Owners and operated by the applicable Shared Facilities Operator. The applicable Shared Facilities Operator(s) will operate, insure, manage, maintain, repair and replace the Shared Facilities operated by such party, and all of the costs therefor ("the Shared Facilities Expenses") shall be assessed to, and payable by, the owners within the Properties, as set forth in the Master Covenants. The Unit Owners will be assessed by the applicable Shared Facilities Operator pursuant to separate estimated annual budgets for such expenses and/or any special assessments (as adopted and/or imposed by the applicable Shared Facilities Operator, from time to time), which shall initially be based on the Estimated Operating Budgets set forth in Exhibit "B" to the Prospectus, and may be increased from time to time, by the applicable Shared Facilities Operator(s), in its sole and absolute discretion.

o. **Use of Buyer Deposits.** Buyer acknowledges that Seller intends to use Buyer's deposits to fund a significant portion of construction and development of the Condominium Property, all in accordance with, and to the full extent permitted by, Section 2 of this Agreement and applicable law.

p. **Additional Buyer Acknowledgements:** Buyer acknowledges, warrants, represents and agrees that, unless set forth in this Agreement, or in the Condominium Documents, this Agreement is being entered into by Buyer without reliance upon:

(i) any statements concerning any potential for future profit, any rental income potential, tax advantages, depreciation or investment potential or any monetary or financial advantage and that no such representations, including representations as to the ability or willingness of Seller or its affiliates to assist Buyer in renting or selling the Unit, have been made by Seller, or any of its agents, employees or representative;

(ii) any statements that Buyer may resell the Unit, assign this Agreement or lease the Unit at a profit, or regarding potential income or gain on the resale of this Agreement or the Unit or the rental of the Unit and Buyer understands and agrees that neither Seller, nor any brokerage company, on-site sales personnel and/or other persons working by, through or under Seller, are under any obligation whatsoever to assist Buyer with the resale of Buyer's Unit;

(iii) any statements by sales representatives, whether engaged by Seller or otherwise; or

(iv) any statements, photos, drawings, artist renderings displays, architectural models, and other promotional materials contained in sales brochures, advertising materials, billboards, websites, e-mails, blogs or other transmissions, or in any sales offices or model suites.

The provisions of this Section 44 will survive (continue to be effective after) closing.

Buyer(s) Initials: MM _____

45. Previous Occupancy. The Unit has not been previously occupied.

46. Additional Disclaimers. No representations or warranties of any kind, express or implied, have been given or made by Seller, or its agents or employees, or shall be relied upon by Buyer, unless expressly set forth in this Agreement or the Condominium Documents delivered by Seller prior to the execution of this Agreement by Buyer. Without limiting the generality of the foregoing, and in addition to the other disclaimers set forth in this Agreement, to the fullest extent permitted under applicable law, the Seller hereby specifically disclaims any and all liability or responsibility, and no guaranty whatsoever is being provided, with respect to any of the following: (a) potential appreciation in or resale value of the Unit; (b) the existence of any "view" from the Unit, or the remainder of the Condominium, the Building, the Tower 105 Site, or the Properties, or from future obstructions of any existing or proposed "view"; (c) the design, size, height (including ceiling heights, soffits and other variations) and dimensions of the Units, or other portions of the Condominium, the Building, the Tower 105 Site, the Shared Facilities and the remainder of the Properties; (d) the ultimate nature, extent, type, scope, design, revisions, changes, and timing of the improvements, if any, within Via Mizner, the Shared Facilities, the Parcels and the remainder of the Properties or nearby areas; (e) disturbances from other Units or other portions of the Condominium, the Building, the Tower 105 Site, the Shared Facilities, or the remainder of the Properties, including, without limitation, from the uses, activities and events conducted within the Building, the Tower 105 Site, Shared Facilities, or the remainder of the Properties, or from nearby properties, including, without limitation, noise, music, vibrations, lighting, unpleasant odors, smoke, fumes vehicular or air traffic, and mass-transit facilities; (f) noise and other disturbances from trash chutes, pipes, mechanical equipment, vibrations, construction activity, buildings, roadways, trains and railways, shopping centers and community centers; (g) the prevention of tortious activities and the security, privacy, health, safety or welfare of any Owner, occupant or user of any portion of the Condominium, the Building, the Tower 105 Site, Shared Facilities, or any other portion of the Properties, including, without limitation, Unit Owners and their families, guests, invitees, agents, servants, contractors or subcontractors; (h) the zoning, compliance with governmental requirements, physical condition, merchantability, habitability, fitness for a particular purpose of the Units and other portions of the Condominium and the Building, the Tower 105 Site, Shared Facilities, and the remainder of the Properties, including, without limitation, the sale, operation, level or cost of maintenance, taxes or regulation thereof; (i) bowing and/or deflection of materials, and cracking and settlement of improvements, which Buyer acknowledges and agrees is typical in the type of improvements in the Condominium and other portions of the Building, the Tower 105 Site, Shared Facilities, and the remainder of the Properties; (j) molds, mildew, toxins and fungi which, given the climate and humid conditions in Florida, may exist and/or develop within the Units, and/or other portions of the Condominium, the Building, the Tower 105 Site, Shared Facilities, and the Properties; (k) the exterior lighting scheme for the improvements within the Condominium, the Building, the Tower 105 Site, Shared Facilities, and other portions of the Properties, and from nearby properties, which may now or hereafter cause excessive, bright or disturbing illumination and may require installation of window treatments; (l) any portions of the Condominium, the Tower 105 Garage Parcel, the Shared Facilities, or other portions of the Building, the Tower 105 Site, and/or the Properties which, in the event of flooding, are susceptible to water damage; (m) acts of God and uncontrollable events and, given the location of the Condominium and the Properties, the exposure to the potential damages from flooding and from hurricanes including, without limitation, damages from storm surges and wind-driven rain; (n) increases in the level and cost of maintenance expenses, taxes and assessments and charges payable to the Association and/or the Shared Facilities Operators; (o) any and all matters relating to or otherwise arising from the Tower 105 Garage Parcel, including, without limitation, the amount of parking fees, assessments, and other sums payable to the Tower 105 Garage Parcel Owner; (p) any and all matters relating to or otherwise arising from the Hotel, the Club, and the Club Memberships, including, without limitation, the duration and nature of services made available in connection therewith, the amount of fees, assessments, and other sums payable to the Club, the continued existence of the Club and/or any affiliation with the Hotel; and (q) all other matters and conditions described or disclaimed elsewhere in this Agreement or in the Condominium Documents.

Buyer, by accepting and acquiring title to the Unit, and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium, the Building, the Tower 105 Site, or the Properties (by virtue of accepting such interest or lien or making such uses), shall be bound by this section, shall be deemed to have assumed the risks associated with each of the above matters and occurrences and shall be deemed to have automatically waived (to the maximum extent permitted by law) any and all rights, claims, demands and causes of action against the Seller arising from or connected with any matter for which the liability of the aforementioned parties has been disclaimed in this section. As to such warranties which cannot be disclaimed, and to other claims, if any, which can be made as to the aforesaid matters, all incidental, special, punitive and consequential damages arising therefrom are hereby disclaimed. Buyer, by virtue of acceptance of title to the Unit shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental, special, punitive and consequential damages.

As used in this section, references to Seller shall include within its meaning, Seller, its affiliates, the Shared Facilities Operators, the Garage Parcel Owners, the Hotel Parcel Owner, and each of their respective members, managers, partners, shareholders, directors, officers, board members, employees, agents, contractors, subcontractors, and their successors and assigns.

This section will survive (continue to be effective after) closing.

47. Waiver of Jury Trial. Seller and Buyer agree that neither Seller, Buyer, nor any assignee, successor, heir, or legal representative of Seller or Buyer (all of whom are hereinafter referred to as the "parties") shall seek a jury trial in any lawsuit, proceedings, counterclaim or any other litigation procedure based upon or arising out of this Agreement, the Condominium Documents, any rules or regulations of the Associations, or any instrument evidencing or relating to any of the foregoing, or any document contemplated to be executed in conjunction herewith, or any actions, dealings or relationship between or among the parties, or any of them. None of the parties will seek to consolidate any such action, in which a jury trial has been waived, with any other action in which a jury trial has not been waived. The provisions of this section have been fully negotiated by the parties and these provisions shall be subject to no exceptions. Seller has not in any way indicated that the provisions of this section will not be fully enforced in all instances. The provisions of this section shall survive the closing of this Agreement.

48. Prohibited Transactions with Persons who Commit or Threaten to Commit or Support Terrorism. Buyer acknowledges and agrees that its rights under this Agreement are subject to (i) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism ("USA PATRIOT ACT") Act of 2001, as the same may be amended from time to time, and corresponding provisions of future laws, and (ii) the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders"). Buyer represents and warrants to Seller that neither Buyer nor any of its partners, members, principal shareholders or any other constituent entity or affiliate of Buyer, is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders.

As used in this section, references to Seller and to Buyer shall include within their meaning their members, partners, and its shareholders, directors, officers, board members, employees, agents, contractors, subcontractors, and successors and assigns.

This section will survive (continue to be effective after) closing.

49. English Language. Buyer acknowledges that this Agreement was negotiated in the English language. It shall be the responsibility of Buyer to ensure the proper translation of this Agreement into their native language if necessary for Buyer's understanding of the rights and obligations contained herein. Any language translation of this Agreement provided by the Seller, or any affiliate or representative of Seller, is being provided solely for Buyer's convenience, and Seller shall not in any way be liable for any inaccuracies in any language translation or for any misunderstandings due to differences in language usage or dialect. In the event of any inconsistencies between this Agreement as set forth herein and any language translation, this Agreement as set forth herein and as executed shall govern and control, and Buyer expressly assumes the responsibility for fully understanding the nature and terms of its rights and obligations under this Agreement.

50. Gender. Certain references used in this Agreement contain masculine/feminine terms and were used for convenience only. Such references shall be deemed to apply in the masculine/feminine/neuter where the text of this Agreement requires.

51. Mixed Use Project and Views. Buyer understands and agrees that Buyer may be disturbed by the noise, commotion, odors and other unpleasant effects of nearby construction and other activities from other units and surrounding areas, the Building, the Tower

Buyer(s) Initials: OMS

105 Site, and other portions of the Properties, and impeded in using portions of the Condominium, the Building, the Tower 105 Site, and other portions of the Properties by any such activities. Because the Condominium is located in or adjacent to a rapidly developing area, demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Unit or of any part of the Condominium (the "Views") may block, obstruct, shadow or otherwise affect Views, which may currently be visible from the Unit or from the Condominium. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter, except as is set forth herein or in the Condominium Documents, if at all. The provisions of this section will survive (continue to be effective after) closing.

52. Geographic Targeting Order. The Director of the Financial Crimes Enforcement Network, U.S. Department of Treasury ("FinCEN") issued a Geographic Targeting Order (as amended from time to time, the "Order") requiring title insurance companies, subsidiaries and agents (each, a "Covered Business"), to identify (among other things) the true owners of entities that purchase residential real estate in certain transactions covered by the Order. To the extent the Order is now, or at any time applicable to the transaction contemplated in this Agreement, Buyer shall provide such information, and execute such agreements, affidavits, or other documents at or prior to Closing and as may be requested by Seller, Seller's closing agent, and/or any other Covered Business in accordance with the Order. Buyer agrees that it shall at all times fully and timely cooperate with Seller, Seller's closing agent, and any Covered Business in connection with satisfaction of the applicable reporting and other requirements imposed by the Order in connection with this Agreement.

53. Inducement. Buyer acknowledges that the primary inducement for him to purchase under this Agreement is the Unit itself, and not the recreational amenities and other proposed improvements which may, or may not, be constructed within the Condominium Property, the Building, the Tower 105 Site, or other portions of the Properties; provided, however, that Seller agrees to complete, within a reasonable time after closing, those utilities, amenities, services and other improvements which Seller has represented will be completed.

54. Offer. The submission by Seller of this Agreement to Buyer for examination does not constitute any offer by Seller to Buyer, or a reservation of or option for any Unit in the Condominium. This Agreement shall not become binding until executed by both Buyer and Seller. Upon execution by Seller, an executed copy of this Agreement shall be sent to Buyer.

55. Condominium Documents Disclosure. The Seller hereby discloses to Buyer that the Prospectus for this Condominium delivered to Buyer may not have yet been reviewed by the Division and may be revised to conform to comments received from the Division.

56. Purchaser's Acknowledgement and Undertaking. Buyer acknowledges receipt of the attached Purchaser's Acknowledgement and Undertaking, which is incorporated herein by reference.

57. Entire Agreement. This Agreement is the entire contract for sale and purchase of the Unit and once it is signed, it can only be amended by a written instrument signed by both Buyer and Seller which specifically states that it is amending this Agreement. This Agreement contains the entire understanding between Buyer and Seller, and Buyer hereby acknowledges that the displays, architectural models, artist renderings and other promotional materials contained in the sales office and model suite are conceptual and are for promotional purposes only and may not be relied upon. No Seller representative or other party has the authority to supplement, modify, or make additional representations except in compliance with this section. Any current or prior agreements, representations, understandings or oral statements of sales representatives or others, if not expressed in this Agreement or the Condominium Documents, are void and have no effect. Buyer agrees that Buyer has not relied on them.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Buyer(s) Initials: CWD _____

RECEIPT FOR CONDOMINIUM DOCUMENTS

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

Name of Condominium: **TOWER 105 RESIDENCES, A CONDOMINIUM**
Address of Condominium: **105 East Camino Real, in Boca Raton, Florida 33432**

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

DOCUMENT	RECEIVED BY HARD COPY	RECEIVED BY ALTERNATIVE MEDIA
Prospectus Text	X	
Declaration of Condominium	X	
Articles of Incorporation	X	
Bylaws	X	
Estimated Operating Budget	X	
Form of Agreement for Sale or Lease	X	
Rules and Regulations	X	
Covenants and Restrictions	X	
Ground Lease	N/A	
Management and Maintenance Contracts for More than One Year	N/A	
Renewable Management Contracts	N/A	
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominium(s)	N/A	
Lease of Recreational and Other Facilities to be Used by Unit Owners with other Condominiums	N/A	
Declaration of Servitude	N/A	
Sales Brochures	N/A	
Phase Development Description	N/A	
Form of Unit Lease if a Leasehold	N/A	
Description of Management for Single Management of Multiple Condominiums	N/A	
Conversion Inspection Report	N/A	
Conversion Termite Inspection Report	N/A	
Plot Plan	X	
Floor Plan	X	
Survey of Land and Graphic Description of Improvements	X	
Frequently Asked Questions and Answers Sheet	X	
Financial Information	N/A	
State or Local Acceptance / Approval of Dock or Marina Facilities	N/A	
Evidence of Developers Ownership, Leasehold or Contractual Interest in the Land Upon Which the Condominium is to be Developed	X	
Executed Escrow Agreement	X	
Other Documents: Master Covenants, Purchaser's Acknowledgement and Undertaking, Addendum to Agreement (Club Disclosures)	X	
Alternative Media Disclosure Statement	X	
Plans and Specifications	MADE AVAILABLE	

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 THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER. THE AGREEMENT IS ALSO VOIDABLE BY THE 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.

Executed this 15th day of FEBRUARY, 20 19.

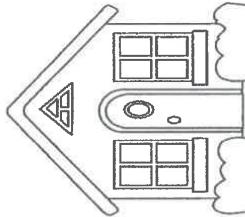

Signature of Purchaser Carrie K. DeLima, Secretary/Treasurer

Signature of Purchaser

PROSPECTUS PRINT DATE: 1-14-2019

Buyer(s) Initials: CMD

Thinking About Buying a Home?



Who does Energy Ratings?

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

Energy Ratings in Florida

The Florida Building Energy Efficiency Rating Act (Florida Statute 553.99) was passed by the State Legislature in 1993 and amended in 1994. It established a voluntary statewide energy-efficiency rating system for homes. The Rating System has been adopted by DCA Rule 8B-60.

Get An EnergyGauge® Rating!

Consider the Benefits:

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



The Florida Energy Gauge Program
Florida's Building Energy Rating System
1070 Cleare Road
Cocoa, Florida 32922-7073
321-658-1492
Fax: 321-658-1010
E-mail: EnergyGauge@fscf.edu
Website: www.fscf.edu

FSCF

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

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

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

The Rating program in Florida closely parallels national activities.

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

Tell your Realtor or builder that you want to get the home rated before you buy it. They can give you the names of Raters in your area. Additional information on the program is available from the Energy Gauge Program Office at 321-658-1492, or visit our website at www.fscf.edu.

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

Here's how the Florida EnergyGauge® program works.

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

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



**NO
NOTICE**

FLORIDA

BUILDING ENERGY RATING GUIDE

Projected Rating Based on Improvements
Field Performance Test Required for Rating Confirmation
DCA Codes & Standards, Inc. est
655 Europe Way, Redwood City, CA 94063
Central Base, P. 20805

Congratulations on your decision
to purchase a home.

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

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

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

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

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

Rating: **80**

HERS Reference Home: **100**

Swings: **0**

Cost basis: **30 HERS**

Rating: **73.5**

HERS Reference Home: **100**

Swings: **0**

Cost basis: **18 HERS**

As compared with other 1500 square foot, 1 bedroom homes without pool pumps.

This Improved Home Qualifies for EPA's Energy Star Label!

Color	100	80	73.5
Heating	100	84	73.5
Hot Water	100	85	83
Drying	100	85	82
Stove	100	85	82
Lighting	100	103	103
Mac.	100	93	89
Pool	100	100	100

HERS Score³
Reference: 80
Improved: 90
★ ★ ★ ★ ★

NOTES:
1. The HERS Reference Home is restricted to comply with the 1990 CAO (Code of Acceptable Practice for Residential Energy Conservation).
2. The home must have a signed Memorandum of Understanding with EPA as an Energy Star Home.
3. The Home Energy Rating System (HERS) Score is calculated in accordance with the HERS Guide to Rating method.

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Page 1/2

Buyer(s) Initials: CJO

PURCHASER'S ACKNOWLEDGMENT AND UNDERTAKING

THIS PURCHASER'S ACKNOWLEDGEMENT AND UNDERTAKING ("Acknowledgement") is made the 15th day of February, 2022

By: ONE POLO CREEK, III, LLC. (the "Purchaser" or "Buyer")
whose address is: 4350 South Monaco Street Denver, Colorado 80237, United States

In favor of:

Via Mizner Owner III, LLC, a Florida limited liability company, 1515 North Federal Highway, Suite 306, Boca Raton, Florida 33432 (the "Developer"); and

Mandarin Oriental Hotel Company Inc., [TBD] and all other companies in the Mandarin Oriental Hotel Group ("MOHG") of companies and each of their respective affiliates c/o Ten 10th Street NE, Suite 350, Atlanta, Georgia 30309 (collectively "Mandarin") (MOHG, Mandarin, the owner of the Hotel, as defined below, and the Developer and each of their respective affiliates are collectively referred to herein as, the "Disclaiming Parties");

WHEREAS:

(A) The relevant members of MOHG have been appointed by the Developer to manage and brand a hotel development located at 103 East Camino Real, in Boca Raton, FL and known as "The Mandarin Oriental, Boca Raton" ("Hotel").

(B) Pursuant to a sale and purchase agreement dated 2-8-22 ("Purchase Agreement"), the Developer and the Purchaser are respectively the vendor and the purchaser of 1012 (the "Residence" or the "Unit") as described on Schedule A attached hereto, which is also known as "Tower 105 Residences, a Condominium" ("Residences" or the "Condominium").

(C) Mandarin is licensing (the "Licensing") the Developer, or its affiliate, the use of trade-marks, service marks, trade names, logos and designs (words, pictorial or otherwise) of the Mandarin Oriental Hotel Group (collectively the "MOHG Marks") in connection with the Hotel and the Residences.

IN WITNESS WHEREOF:

1. The Purchaser hereby agrees, confirms and acknowledges the following:
 - (a) neither Mandarin nor any member of Mandarin is a promoter, developer, sponsor or owner of the Condominium, and Developer is not an affiliate of Mandarin or MOHG;
 - (b) neither Mandarin nor any member of MOHG has any responsibility or liability to the Buyer or any party regarding the sale, development or construction of the Hotel, Units, or any common or related area;
 - (c) the Buyer is not entitled to claim any damages, loss, expenses (including attorney's fees), compensation and claims of whatsoever description and on whatsoever legal grounds against and shall not sue any of Mandarin or MOHG regarding the marketing, sale, development, construction or completion of the Hotel, Units, or any common or related area;
 - (d) except for a limited and revocable right to use the name "The Residences at Mandarin Oriental, Boca Raton" in reference to the address for the Units during the term of the Licensing, Buyer has no right to use the MOHG Marks, and all rights in the MOHG Marks and goodwill pertaining to the MOHG Marks belong exclusively to Mandarin;
 - (e) the Licensing may terminate or be limited if the relevant members of MOHG cease to manage the Hotel at any time, after which none of the MOHG Marks may be used in relation to the Condominium, and in particular but without limitation, the Condominium or the Units within the Condominium may no longer be referred to as "The Residences at Mandarin Oriental, Boca Raton";
 - (f) neither Mandarin nor any member of MOHG has made any representation or warranty whatsoever to Buyer regarding the Unit, or the current or future availability of the MOHG Marks;
 - (g) the Licensing may otherwise terminate or be limited or modified at any time by Mandarin without the prior consent of or notice to the Buyer, following which the MOHG Marks or some of them may not be used in relation to the Condominium or the Units;
 - (h) the possibility of termination, limitation or modification of the Licensing without the prior consent from or notice to the Buyer, as referred to above, has been taken into account by the Buyer in agreeing to the purchase price;
 - (i) the Buyer is not entitled to claim any damages, loss, expenses (including attorney's fees), compensation and claims of whatsoever description and on whatsoever legal grounds against and shall not sue any of the Disclaiming Parties, including (without limitation) Mandarin or MOHG should there be a termination, limitation or modification of the Licensing or should the use of any of the MOHG Marks in connection with the Condominium and/or the Units cease for whatever reason;
 - (j) the Buyer shall continue to comply with all the terms and conditions of the Purchase Agreement and any management agreement applicable to the Condominium and the Units should the use of the MOHG Marks in connection with the Condominium and the Units cease for whatever reason;
 - (k) the Buyer has carefully reviewed this Acknowledgment and has been advised to and had the opportunity to seek professional legal advice with respect to the contents, implications and binding effect of this Acknowledgment;
 - (l) the Buyer acknowledges that: (i) it has taken all commercial factors into consideration and voluntarily agreed to sign the Purchase Agreement and this Acknowledgment; (ii) the terms and conditions are fair and reasonable in the circumstances; (iii) the Developer has relied on Buyer's review and acceptance of this Acknowledgment in agreeing to sign the Purchase Agreement with the Buyer; and (iv) the statements accepted hereby by the Buyer are for the benefit of both the Developer and Mandarin;
 - (m) in the event of the Buyer selling or otherwise disposing of the Unit (or any part thereof), the Buyer shall sell or otherwise dispose of the Unit (or any part thereof) upon the condition that the subsequent buyer or assignee thereof shall execute an acknowledgment containing terms similar to this Acknowledgment (including this paragraph), failing which the Buyer shall fully indemnify the Disclaiming Parties, including (without limitation) Mandarin and the Developer against any loss, damages, expenses (including but not limited to attorneys' fees and expenses), compensation and claims by the successors and assigns of Buyer (i.e., all subsequent Buyers or transferees taking title to the Unit after Buyer) of whatsoever description and on whatsoever legal grounds which any of the Disclaiming Parties may suffer as a result of or in connection with the Buyer's failure to comply with this paragraph; and
 - (n) the Buyer acknowledges that neither Mandarin nor MOHG has had any involvement in or connection with any rental or other services offered or referenced by Developer or its agents, employees, brokers, licensee, marketers or independent contractors in connection with the sale of the Unit.

Buyer(s) Initials: CWD

2. This Acknowledgment may not be terminated or amended by Purchaser and survives any amendment, replacement or termination of the Purchase Agreement or any management agreement in respect of the Residences. Mandarin shall be entitled to rely on the certifications made herein by Purchaser and no changes or modifications to, or waivers of, such certifications are effective without a written agreement thereof executed by Mandarin and Purchaser.
3. Purchaser shall fully indemnify Mandarin and the Disclaiming Parties against any loss, damages, expenses (including but not limited to attorneys' fees and expenses), compensation and claims arising from Purchaser's breach of any covenant, term or provision stated in this Acknowledgment.
4. Purchaser warrants that it has full power and authority to execute and deliver this Acknowledgement. This Acknowledgement is binding on Purchaser and the heirs, representatives, successors and assigns of Purchaser, and will inure to the benefit of the Disclaiming Parties, including (without limitation) Developer and Mandarin and their respective successors and assigns. The Disclaiming Parties, including (without limitation) the Developer, Mandarin and the companies of MOHG are third party beneficiaries of this Acknowledgment and are entitled to enforce its provisions. This Acknowledgement survives the closing of the transaction contemplated by the Purchase Agreement.
5. This Acknowledgement is governed by and construed in accordance with the laws of the State of Florida.
6. Any dispute, controversy or claim arising out of or relating to this Acknowledgment, or the breach, termination or invalidity thereof, must be settled exclusively by arbitration, to the exclusion of any courts, in accordance with the American Arbitration Association Rules as at present in force and as may be amended by the rest of this Clause. The place of arbitration will be Palm Beach County, Florida and the language of the arbitration will be English. There shall be a panel of three arbitrators ("Panel"), all of whom must be experienced in hotel management and residential condominium marketing and operations matters. One arbitrator will be selected by each of the parties and the third chosen by the two arbitrators so appointed. Each party will have the right to submit to the Panel such evidence as each may deem appropriate. The parties shall ensure that the Panel has access to all of the books and records of the Residences and the fees and expenses paid or payable under this Acknowledgment for purposes of assisting the Panel in rendering its decision. The Panel will be instructed to render its decision as promptly as reasonably practical under the circumstances, and its decision will be final and binding on the parties hereto, and will not be appealable to any court of law.
7. Notwithstanding the above or anything else in this Acknowledgement, Purchaser acknowledges that the Disclaiming Parties will suffer great and irreparable harm as a result of the breach by Purchaser of any covenant to be performed by Purchaser under this Acknowledgement, whether such breach occurs before or after the termination of this Acknowledgement, Purchaser acknowledges that the Disclaiming Parties are entitled to apply for and receive from any court of competent jurisdiction a temporary restraining order, preliminary injunction or permanent injunction, without any necessity of proving actual damages or any requirement for the posting of a bond or other security, enjoining Purchaser from further breach of this Acknowledgement, including any further infringement or impairment of Mandarin's rights in and to any of the MOHG Marks. Accordingly, Purchaser waives any objection to the venue of any proceedings and to such court having jurisdiction over Purchaser. Such relief is in addition to, and not in substitution for or limitation of, any other rights and remedies.
8. If any provision of this Acknowledgement is declared invalid by order, decree or judgment of a court of competent jurisdiction, this Acknowledgement must be construed as if such provision had not been inserted herein.

IN WITNESS whereof the Purchaser has executed or caused its duly authorized representative to execute and deliver this Acknowledgement to Developer and Mandarin the day and year first above written.

Carrie K. De Lima, Secretary/Treasurer

Name of Purchaser

Carrie K. De Lima

Signature of Purchaser

Name of Purchaser

Signature of Purchaser

Buyer(s) Initials: *MO*

**TOWER 105 RESIDENCES, A CONDOMINIUM
ADDENDUM TO AGREEMENT**

THIS ADDENDUM TO AGREEMENT (this "Addendum") is being executed by and between **Via Mizner Owner III, LLC**, a Florida limited liability company, as Seller, and **One Polo Creek III LLC**, a Colorado limited liability company as Buyer. Buyer and Seller shall be collectively referred to as the "Parties."

RECITALS

A. Seller and Buyer are simultaneously herewith entering into that certain Agreement (including all addenda thereto, the "Agreement") for the purchase and sale of **Unit 1012** (the "Unit") in **TOWER 105 RESIDENCES, A CONDOMINIUM** (the "Condominium").

B. The Parties desire to amend the Agreement in certain respects as more particularly set forth below.

NOW, THEREFORE, in consideration of the execution and delivery of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals: Defined Terms: Conflicts. The foregoing recitals are true and correct and are incorporated herein as if repeated at length. Unless the context otherwise requires, all initial capitalized terms used but not defined in this Addendum, shall have the meaning or meanings given to such terms in the Agreement. This Addendum shall be deemed a part of, but shall take precedence over and supersede, any provisions to the contrary contained in the Agreement. All references to the Agreement in the Agreement or this Addendum shall be deemed to refer to the Agreement as modified by this Addendum unless the context otherwise requires

2. Parking Space. The Purchase Price includes (a) an assignment of the right to use (i) one (1) designated parking space (the "Parking Space") plus one (1) unassigned valet space within the Tower 105 Garage Parcel, as described in the Condominium Documents, and (b) the exclusive right to use one (1) storage space (the "Storage Space"), which (subject to Seller's rights under Section 5 and 6 of the Agreement) is currently intended to be a storage locker measuring approximately 4' deep x 6' wide x 8' tall and situated within an air conditioned storage room. The Parking Space and Storage Space will be in a location selected by Seller but shall be in close proximity to the elevator stack servicing the Unit.

3. Liquidated Damages. Section 15(a) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"If Buyer fails to perform any of Buyer's obligations under this Agreement (including making scheduled deposits and other payments), Buyer will be in "default". If Buyer is still in default ten (10) days after Seller sends Buyer notice thereof, Seller shall be entitled to the remedies provided herein. If, however, Buyer's default is in failing to close on the scheduled date, Seller can cancel this Agreement upon written notice to Buyer without giving Buyer any prior (or subsequent) notification or opportunity to close at a later date.

Upon Buyer's default (and the expiration of any notice period, if applicable), Seller may elect to terminate Buyer's rights and interest to purchase the Unit, whereupon all Buyer's rights under this Agreement will end and Seller can resell the Unit for a higher or lower price without any accounting to Buyer. Buyer understands that because Seller has taken the Unit off the market for Buyer, has spent money on sales, advertising, and promotion, and has incurred other costs incident to this

CMX

sale, Buyer's default will damage Seller. As compensation for this damage, in the event Seller cancels this Agreement because of Buyer's default, Buyer agrees that Seller is entitled to and further authorizes Seller to retain and/or receive all deposits Buyer has then made (or was required to then make) equaling 10% of the Purchase Price, all as liquidated damages (and not as a penalty) and as Seller's sole and exclusive remedy. Any damage or loss that occurs to the Unit or the Condominium while Buyer is in default will not affect Seller's right to liquidated damages. Buyer and Seller agree to this because there is no other precise method of determining Seller's damages."

4. Rescission. The rescission date is hereby extended to March 7, 2022.

5. Unit Plan. The Unit shall be constructed by Seller in substantial accordance with the floor plan attached hereto as "Exhibit A".

6. Smoking Provision. Subject to applicable law, but notwithstanding anything to the contrary in the Agreement or the Condominium Documents (as defined in Section 1 of the Agreement), Seller shall cause Buyer to be excepted from any non-smoking provision in the Condominium Documents. However, Buyer shall only be allowed to engage in smoking within the Unit and on the terrace of the Unit. This provision is non-transferrable and shall not pass to any subsequent owners of the Unit, and the Unit shall become a non-smoking unit once title to the Unit passes from Buyer.

7. Right of First Refusal. At Closing, Seller shall deliver a waiver of the right of first refusal in favor of the Shared Facilities Operator for the Tower 105 Site, arising under Section 18.1 of the Declaration of Condominium and Section 17 of the Master Covenants. The waiver, which shall be in recordable form, shall be limited to the subsequent sale and transfer of the Unit by Buyer and shall not apply to any other sales or transfers thereof, nor shall it waive any other requirements, including without limitation, pertaining to Club Membership.

8. Confidentiality. Buyer hereby acknowledges and agrees that it is receiving special terms and conditions under this Addendum and acknowledges receipt of adequate consideration to expressly agree that this Addendum and its contents shall remain CONFIDENTIAL and shall not be disclosed to any third party whatsoever, except Buyer's counsel, accountant, financial advisor, tax professional actually retained by Buyer, any federal, state or local governmental taxing or regulatory authority, except as required by law or order by court order seeking enforcement of the terms and obligations of this Addendum. Any person identified in the preceding sentence to whom information concerning this Addendum is disclosed is bound by this confidentiality provision and the Buyer and/or such disclosing party shall be liable for any breach of confidentiality in accordance with this paragraph. If any subpoena, order, or discovery request (the "Document Request") is received by the Buyer calling for the production of this Addendum Buyer shall promptly notify Seller prior to any disclosure of same. To the extent possible, Buyer shall not produce this Addendum in response to a Document Request for at least ten (10) business days following such notice and shall take appropriate action to resist production as permitted by law so as to allow Seller to try to reach agreement on what may be produced. Seller shall have all remedies available at law and in equity to enforce the terms of the confidentiality obligation herein contained including obtaining injunctive relief without the need for posting of a bond, which Buyer hereby waives. This section is a material part of this Addendum and shall survive Closing and any termination of the Agreement.

9. Counterparts. The Parties acknowledge and agree that this Addendum may be executed in separate or multiple counterparts and any such counterpart, whether transmitted via email, electronic transmission, facsimile or otherwise, shall constitute an integral part of one and

AND

the same agreement between the Parties and shall have the same validity as an original executed Addendum.

10. Reaffirmation. The execution of this Addendum shall not extend, toll or reinstate any rights of Buyers to rescind the Agreement pursuant to the terms thereof or pursuant to Section 718.503, Florida Statutes. Except as modified by this Addendum, the terms of the Agreement are hereby confirmed, ratified and approved. The foregoing provisions shall survive closing.

NOT A CERTIFIED COPY

UND

EXECUTED as of the date and year below, but effective as of the date and year of the Agreement.

Buyer:

One Polo Creek III LLC, a Colorado limited liability company

By: *Carrie K. DeLima*

Print Name: Carrie K. DeLima

Title:

Sec/Treas

Dated: February 15, 2022

SELLER:

Via Mizner Owner III, LLC, a Florida limited liability company

By: *Albert P. Pazzaglia*

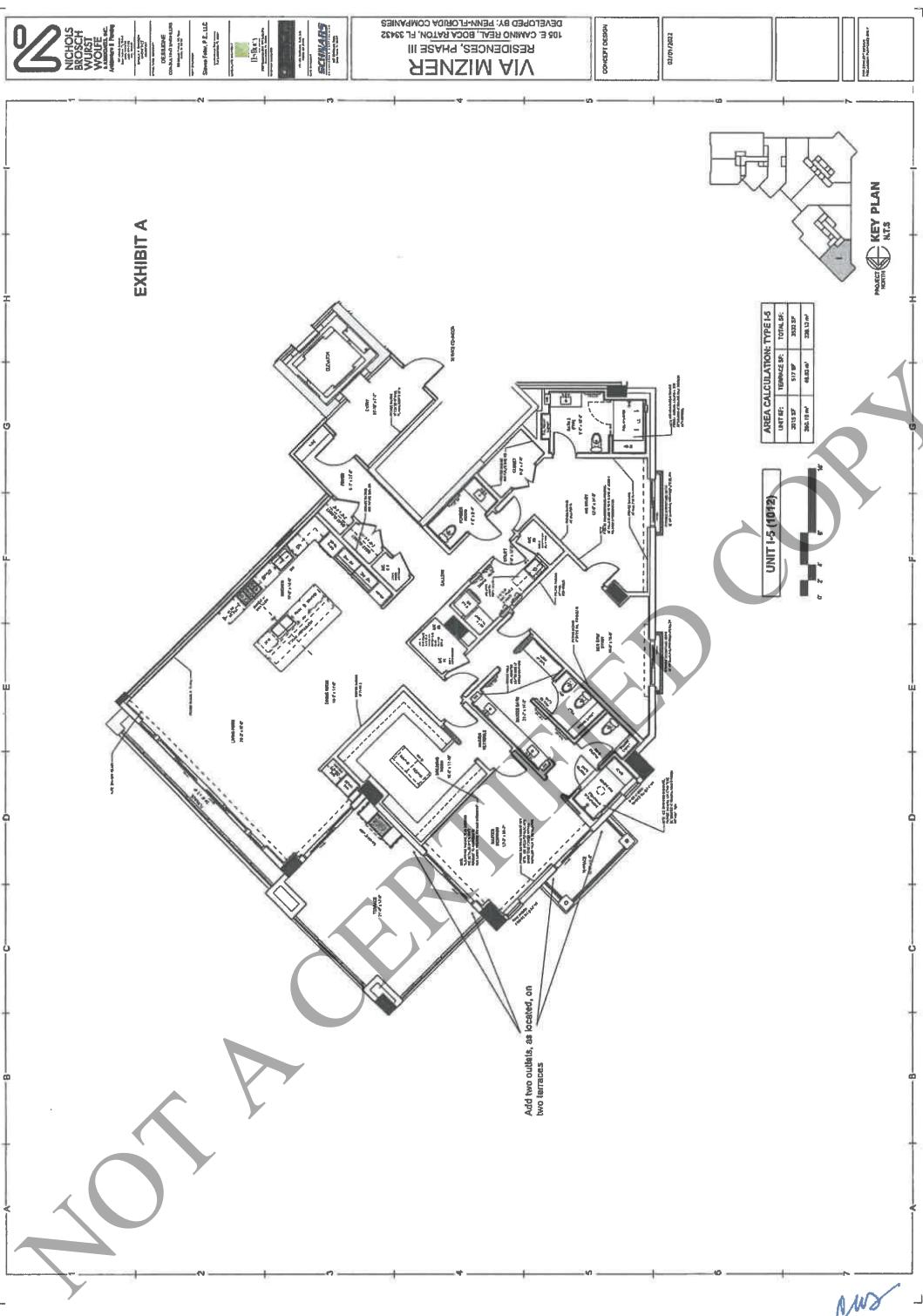
Print Name: *Albert P. Pazzaglia*

Title:

Att/Att

Dated: February 15, 2022

NOT A CERTIFIED COPY



→ ADM

**TOWER 105 RESIDENCES, A CONDOMINIUM
ADDENDUM TO AGREEMENT
(Club Disclosures)**

THIS ADDENDUM TO AGREEMENT (this "Addendum") is being executed by and between Via Mizner Owner III, LLC, a Florida limited liability company, as Seller, and ONE POLO CREEK III, LLLC, as Buyer. Buyer and Seller shall be collectively referred to as the "Parties."

R E C I T A L S

A. Seller and Buyer are simultaneously herewith entering into that certain Agreement (including all addenda thereto, the "Agreement") for the purchase and sale of Unit 1012 (the "Unit") in TOWER 105 RESIDENCES, A CONDOMINIUM (the "Condominium").

B. The Parties desire to amend the Agreement in certain respects as more particularly set forth below.

NOW, THEREFORE, in consideration of the execution and delivery of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals; Defined Terms; Conflicts.** The foregoing recitals are true and correct and are incorporated herein as if repeated at length. Unless the context otherwise requires, all initial capitalized terms used but not defined in this Addendum, shall have the meaning or meanings given to such terms in the Agreement. This Addendum shall be deemed a part of, but shall take precedence over and supersede any provisions to the contrary contained in the Agreement. All references to the Agreement in the Agreement or this Addendum shall be deemed to refer to the Agreement as modified by this Addendum, unless the context otherwise requires.

2. **Mandatory Club Membership.** By execution of this Addendum, Buyer hereby acknowledges and agrees that there is a mandatory club membership associated with the ownership of the Unit. Membership (each, a "Club Membership") in the club (the "Club") will be mandatory and each initial and subsequent purchaser of a Unit is required to obtain a Club Membership prior to or simultaneously with the closing of the Unit, and to maintain such Club Membership as long as it owns a Unit. Buyer further acknowledges that the terms and conditions for use of the Club, and the terms of such Club Membership shall be determined by the operator of the Club (the "Club Operator") and may change from time to time, and shall include (among other things) terms and conditions substantially consistent with the terms and conditions set forth in the Membership Plan, Club Rules & Regulations, Membership Agreement, Frequently Asked Questions, and other documents listed in the Receipt for Club Documents attached hereto (collectively and as amended from time to time, the "Club Documents"). By execution of this Addendum, Buyer acknowledges receipt of the Club Documents attached hereto prior to execution of the Agreement. Buyer further acknowledges and agrees that (a) the Club Documents are the product of the Club Operator, and not the Seller, any Shared Facilities Owner, or any of their respective affiliates; (b) the Club Operator may amend or modify the Club Documents, in the manner provided therein, without the consent of Buyer, any Unit Owners within the Condominium, or the Condominium Association; and (c) Club Memberships are also subject to all rules, regulations and policies of the Club. Buyer, by entering into this Addendum, further acknowledges and agrees that the Club Operator has reserved the right to supplement and replace the Club Documents, from time to time.

3. **Club Membership Agreement.** At Closing, Buyer shall enter into an agreement for the Club Membership (the "Club Membership Agreement") with the Club Operator, and shall be required to pay such membership deposits, membership contributions, and such other amounts as may be required to acquire the Club Membership (collectively, the "Membership Joining Payments" and together with all other costs and fees imposed from time to time by the Club Operator in accordance with the Club Documents, the "Club Charges"); provided, however, at Closing, Seller shall pay the initiation or membership fee charged by the Club Operator for Buyer's Club Membership on Buyer's behalf. The Club Charges shall include periodic dues for the Club Membership and use of the Club, which are described in the Club Documents. Club Dues will vary and are subject to change, from time to time, in the sole discretion of the Club Operator in accordance with the Club Membership Agreement.

4. **Additional Acknowledgements.** Buyer acknowledges and agrees that: (a) the ownership, control, management, functions, operations and facilities of the Club, as well as the Club Membership Agreement, Club Charges and Club Documents may, change, or discontinue, at any time and from time to time, in the sole and absolute discretion of the Club Operator, without prior notice to or consent from Buyer, any Unit Owner, the hotel operator, or

the Condominium Association, including without limitation, as a result of (i) any sale or lease to any person or assumption by any person of the lease or operations of the Club, (ii) any conversion of the club membership structure to an equity club or similar arrangement whereby the members of the Club become the owners or operators of the Club, (iii) any changes in the use of all or any part of the Club Facilities (as such term is defined in the Condominium Documents), including (without limitation) changes to the ownership, lay-out, design, features and amenities of any Golf Facilities or the City Facilities (as such terms are defined in the Condominium Documents); and (b) no representations or warranties have been made by the Seller, the Club Operator or any other person, or relied upon by Buyer, with regard to (i) the Club Memberships, Club Membership Agreements or other Club Documents, and Club Charges, or the continued ownership or operation of the Golf Facilities or the City Facilities, or as to the type, nature or quality of any facilities thereon or any costs or memberships associated therewith, and (ii) whether the Club or Club Memberships will continue to be available to Unit Owners, to tenants, or other occupants, or will continue as described in the Condominium Documents, either through the Tower 105 Shared Facilities Owner, as part of one of its budgets, through direct purchase, or otherwise, and if and to the extent available, the costs or terms thereof or the nature and quality of the facilities provided in connection therewith, and no such purported representations or warranties shall be effective, or relied upon by Buyer, unless expressly set forth in the Club Documents, which shall supersede any conflicting representations or warranties. Given the foregoing, Buyer, by entering into an Agreement, further acknowledges and agrees that the Club Operator reserves the right to supplement and replace the Club Documents, from time to time.

Buyer, by entering into the Agreement as modified by this Addendum, shall be deemed to acknowledge, warrant, represent and agree to and for the benefit of the Seller that Buyer is purchasing the Unit without reliance upon (and without reliance upon any representations concerning): (a) any club affiliation, or the maintenance or continuance of any existing affiliation or agreement with the Club or the Club Operator, (b) the continued operation of the Club and/or the nature of the facilities located therein, (c) any use or benefit that may or may not be derived by Buyer in connection with the Club, or the Club Documents, or (d) any potential for future profit, any income potential, economic or tax advantages, depreciation or investment potential that may or may not be derived or realized from the Unit, or any monetary or financial advantage with respect thereto. Buyer also acknowledges and agrees that no such representations, have been made by Seller or any of its affiliates, agents, employees or representatives or have been relied upon by Buyer. Buyer further acknowledges that the primary inducement for Buyer to purchase the Unit is the Unit, itself, and not the amenities, the Club Membership, or any matters in any way related to the Club.

5. **Counterparts.** The Parties acknowledge and agree that this Addendum may be executed in separate or multiple counterparts and each such counterpart bearing any persons' signature (whether transmitted via email, electronic transmission, facsimile or otherwise), when executed, shall constitute an integral part of one and the same agreement between the Parties and shall have the same validity as an originally executed Addendum.

6. **Reaffirmation and Survivability.** The execution of this Addendum shall not extend, toll or reinstate any rights of Buyers to rescind the Agreement pursuant to the terms thereof or pursuant to Section 718.503, Florida Statutes. In all other respects, the terms of the Agreement are hereby confirmed, ratified and approved. The terms set forth in Section 2, 3, and 4 of this Addendum shall survive closing.

EXECUTED as of the date and year below, but effective as of the date and year of the Agreement.

BUYER:

Carrie K. DeLima
Buyer Name ONE POLO CREEK III, LLC
Carrie K. DeLima, Secretary/Treasurer

Buyer Name _____

Dated: 2/15/22

SELLER:

Albert Pinzon
Via Mizner Owner III, LLC, a Florida limited
liability company

By: _____

Print Name: Albert Pinzon

Title: _____

Dated: 2/15/22, 2022

RECEIPT FOR CLUB DOCUMENTS

Name of Condominium: TOWER 105 RESIDENCES, A CONDOMINIUM
Address of Condominium: 105 East Camino Real, in Boca Raton, Florida 33432

DOCUMENT	
Membership Plan	X
Club Rules & Regulations	X
Membership Agreement	X
Membership Candidate Information Statement	X
Frequently Asked Questions	X

The undersigned acknowledges that the documents checked above were received, by the undersigned prior to execution of an Agreement for the purchase of a Unit in the Condominium, and further acknowledges and agrees that the Club Operator has reserved the right to supplement and replace the Club Documents, from time to time.

Executed this 15th day of FEBRUARY, 2022.

Carrie K. DeLima
Signature of Buyer Carrie K. DeLima

Signature of Buyer

CLUB DOCUMENTS PRINT DATE: 12-15-17

**ADDENDUM TO REAL ESTATE PURCHASE AND SALE
AGREEMENT**

The undersigned parties to a Purchase and Sale Agreement dated FEBRUARY 15, 2022, by and between ONE POLO CREEK III, LLC, ("Purchaser"), and Via Mizner Owner III, LLC ("Seller"), for the purchase and sale of that certain property municipally known as 105 E. Camino Real, Unit 1012, Boca Raton, FL 33432 ("Property"), hereby mutually agree to amend said Agreement as follows:

In the event Buyer contracts with Seller's preferred closet craftsman ("Closet Craftsman") within 90 days following closing, Buyer shall receive a credit from the closet craftsman in the amount of \$50,000.00 to be used for the installation of custom shelving and/or cabinetry in the closet of the unit.

In all other respects, the Agreement is ratified, confirmed and approved. Except as provided above, the execution of this Addendum shall not extend toll reinstate any rights of Buyer to rescind the Agreement pursuant to the terms thereof or pursuant to Section 718.503 Florida Statutes.

All other terms and conditions of the Sales Contract to remain the same.

BUYER(S):

Carrie DeLima
ONE POLO CREEK III, LLC

Carrie K. DeLima, Secretary/Treasurer

Date: 2/15/22

Date: _____

SELLER(S):

Via Mizner Owner III LLC

ABM

Date: 2/15/22

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UNIT 1012 (the "Unit") OF TOWER 105 RESIDENCES, A CONDOMINIUM

The undersigned Buyer(s) acknowledges receipt of the Amendment to Escrow Agreement dated October 17, 2019, a copy of which is included as part of the Condominium Documents delivered to Buyer by Seller at or prior to the execution of the Purchase Agreement for the Unit by Buyer.

BUYER: ONE POLO CREEK III, LLC

By: Carrie K. DeLima
Carrie K. DeLima, Secretary/Treasurer

By: _____

Date: 2/15/22

NOT A CERTIFIED COPY

Version 040109

Confirmation of Receipt of Amendment to Escrow Agreement

ALTERNATIVE MEDIA DISCLOSURE STATEMENT
TOWER 105 RESIDENCES, A CONDOMINIUM

You have the option of receiving the Condominium Documents by paper documents or by the alternative media of CD-Rom or USB/Flash Drive. You should not select the alternative media option unless you will have the means to read the documents before the expiration of the 15-day cancellation period. Should you elect to receive the documents by CD-Rom or USB/Flash Drive, please make sure your computer meets the following minimum requirements.

System Requirements:

System requirements necessary to view the documents on CD-ROM or USB/Flash Drive are as follows:

1. Software: Adobe Reader 8.0:
You can download a free copy of Adobe Reader 8.0 from the following Adobe Web site:
 - <http://www.acrobat-hq.com>
2. Minimum System Requirements: Your system must meets these minimum requirements in order to read the CD-ROM, as well as to be able to download Adobe Reader 8.0 software (Windows, Mac or Palm Operating Systems):
 - Intel Pentium III processor or equivalent
 - Microsoft Windows: 2003 / XP / Vista or higher
 - 256 MB of RAM (512 MB recommended)
 - 860 MB of available hard disk space
 - 1,024 x 768 monitor resolution

Please select below the form in which you prefer to receive the Condominium Documents and then sign and date this document to acknowledge your choice.

Paper

We Transfer

CD-Rom

USB/Flash Drive

By: Carrie K. DeLima
ONE POLO CREEK III, LLC
Carrie K. DeLima, Secretary/Treasurer

Date: 2/15/02

By: _____ Date: _____

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

TOWER 105 CONDOMINIUM ASSOCIATION, INC.

As of December, 2018

Q: What are my voting rights in the Condominium Association?

A: The Owner(s) of each Unit are collectively entitled to one vote, as a member of the Condominium Association with respect to Condominium Association matters requiring or permitting the vote of Unit Owners, which vote shall be cast in accordance with the Section 6.3 of the Articles and Section 3.6 of the By-Laws. All votes have equal weight in deciding issues.

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: There are restrictions on the use of your Unit. They include restrictions on leasing, re-sales, pets, nuisances and related matters, parking and alterations and improvements and mandatory club memberships. For these and other restrictions refer to Section 16 in the Prospectus, Sections 17 and 18 of the Declaration of Condominium, and the Rules and Regulations of the Condominium Association (Schedule "A" to the By-Laws), and Section 5 of the Master Covenants.

Q: What restrictions exist in the condominium documents on the leasing of my unit?

A: There are restrictions on the leasing of your Unit. Leasing of Units shall be subject to the prior written approval of the Condominium Association and the Club and no lease of a Unit shall be for a term of less than six (6) months and in no event shall a Unit be leased more than twice within any calendar year, regardless of the lease term. For additional information on these and other restrictions, please refer to Section 16 in the Prospectus, Sections 17 and 18 of the Declaration of Condominium, the Rules and Regulations of the Condominium Association (Schedule "A" to the By-Laws), and Section 5 of the Master Covenants.

Q: How much are my assessments to the Condominium Association for my unit type and when are they due?

A: The assessments for your Unit are levied on an annual basis and are due on a monthly basis on the first day of each month. The estimated first year's assessments of the Condominium Association for the Units range from \$8.36 to \$53.46, per month without reserves. In addition, each Unit is assessed a portion of the overall estimated operating budget of the Tower 105 Residential Shared Facilities, the Tower 105 General Shared Facilities, the Tower 105 Garage Parcel Expenses, and the General Shared Facilities of the Properties. The Condominium's share of the General Shared Facilities Expenses and the Tower 105 Garage Parcel Expenses shall be collected by the Tower 105 Shared Facilities Operator and have been included in the Tower 105 General Shared Expense Budget. Based upon the current estimated operating budget for the first year of operations of the Tower 105 Residential Shared Facilities, the Tower 105 General Shared Facilities, and the General Shared Facilities, each Unit pays monthly installments of the annual assessment in the amounts set forth in the Estimated Operating Budgets, which are contained in the Prospectus as Exhibit "B". Estimated monthly assessments, without reserves, payable to the Tower 105 Shared Facilities Operator for Units range from \$1,412.74 to \$3,640.93 for the Tower 105 Residential Shared Expense Budget, which includes the Monthly Club Dues (to the extent reflected in a note on the Schedule of Assessments for the Tower 105 Residential Shared Expenses). Estimated monthly assessments, without reserves, payable to the Tower 105 Shared Facilities Operator for Units range from \$994.05 to \$6,360.48 for the Tower 105 General Shared Facilities Expense Budget. For the exact assessment amounts for your Unit, please see the Estimated Operating Budgets. In addition to the Monthly Club Dues included within the Tower 105 Residential Shared Expenses, Unit Owners shall be required to pay all Club fees, and additional costs for premium membership dues for any upgraded levels of Club Memberships, and all other Club Charges.

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: No.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: Unit Owners are not obligated to pay rent or land use fees for recreational and other commonly used facilities. However, Unit Owners are obligated to pay a portion of the expenses of the Shared Facilities, and the Tower 105 Garage Parcel, and "Club Charges," as set forth in the Master Covenants. For additional information, please refer to Sections 21 and 22 in the Prospectus, and Sections 13.4, 14.5, and 18 of the Master Covenants.

Q: Is the Condominium Association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A: No.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE AGREEMENT, AND THE CONDOMINIUM DOCUMENTS.

VMEx1FAQ15

CWD



First American

First American Title Insurance Company
13450 West Sunrise Boulevard
Suite 300
Sunrise, FL 33323-2947
Attn: Erika Cleaves
Direct: (954)839-2928
Email: ecleaves@firstam.com

INCOMING WIRE INSTRUCTIONS

Beware of cyber-crime! If you receive an e-mail or any other communication that appears to be generated from a First American Title Insurance Company employee that contains new, revised or altered bank wire instructions, consider it suspect and call our office at a number you trust.

**** Our Wire Instructions Do Not Change. ****

IMPORTANT: Notify our office at (954)839-2928 to confirm the wire instructions before you have transmitted your wire.

PAYABLE TO: First American Title Insurance Company
BANK: First American Trust, FSB Trust Account
ACCOUNT NO.: XXXXXXXXXX
ROUTING NUMBER: 122241255
SWIFT Code: FATUUS66
BANK ADDRESS: 5 First American Way, Santa Ana, CA 92707 (**DO NOT USE TO MAIL CHECKS. THIS ADDRESS IS FOR WIRE TRANSFERS ONLY - SEE TOP OF PAGE FOR MAILING ADDRESS FOR DEPOSIT CHECKS**)

PLEASE REFERENCE THE FOLLOWING:

PROPERTY: MANDARIN ORIENTAL - Unit #
FILE NUMBER: 2071-3501791

WIRES MAY BE RETURNED IF THE FILE NUMBER AND PROPERTY REFERENCE ARE NOT INCLUDED

Funds from a non-U.S. Bank: If your funds are being wired from a non-U.S. bank, additional charges may apply. When wires are returned to a bank outside the United States, First American Title Insurance Company shall not be responsible or liable for any loss or expense incurred as a result of currency exchange rates, delays in availability of funds, or delays due to the U.S. bank or foreign bank requiring additional information. First American Title Insurance Company shall have no liability or responsibility after properly initiating the wire return. Failure to deposit funds as specified herein may delay the recordation and closing of this escrow transaction. First American Title Insurance Company will not accept any responsibility or liability for any delays and/or penalties imposed due to non-receipt of good funds as described herein, including but not limited to wire transfer delays caused by either the transmitting or receiving bank.

IMPORTANT! DO NOT SEND AN ACH TRANSFER FOR CLOSING: An ACH transfer is not immediately available funds and requires additional time for clearance. *If you are unsure if you are sending the funds via Wire Transfer or ACH, contact your bank for Wiring Instructions prior to transmitting the funds. Contact our office at (954)839-2928 prior to sending funds by ACH transfer.* Acceptance of ACH transfers are subject to state law.

EXHIBIT “2”

NOT A CERTIFIED COPY

TOWER 105 RESIDENCES, A CONDOMINIUM OPTIONS ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT (this "Addendum") is being executed on
9/8/2023 by and between Via Mizner Owner III, LLC, a
Florida limited liability company, as **(Seller)** and One Polo Creek, III, LLC, as buyers
(collectively, "**Buyer**"). Buyer and Seller shall be collectively referred to as the "Parties."

RECITALS

A. Seller and Buyer are simultaneously herewith entering into that certain Agreement (including all addenda thereto, the "Agreement") for the purchase and sale of Unit **1012** (the "Unit") in TOWER 105 RESIDENCES, A CONDOMINIUM (the "Condominium").

B. The Parties desire to amend the Agreement in certain respects as more particularly set forth below.

NOW, THEREFORE, in consideration of the execution and delivery of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals; Defined Terms; Conflicts. The foregoing recitals are true and correct and are incorporated herein as if repeated at length. Unless the context otherwise requires, all initial capitalized terms used but not defined in this Addendum, shall have the meaning or meanings given to such terms in the Agreement. This Addendum shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Agreement. All references to the Agreement in the Agreement or this Addendum shall be deemed to refer to the Agreement as modified by this Addendum unless the context otherwise requires.

2. Buyer upgrades: Buyer has made certain upgrade selections ("Exhibit A") which Seller has agreed to install. Buyer's upgrade costs are **\$19,448**, that is collected from the Buyer at time of Buyer's execution of this Addendum.

3. Counterparts: The Parties acknowledge and agree that this Addendum may be executed in separate or multiple counterparts and each such counterpart bearing any persons' signature (whether transmitted via email, electronic transmission, facsimile or otherwise), when executed, shall constitute an integral part of one and the same agreement between the Parties and shall have the same validity as an originally executed Addendum.

DS
Ckd

5. Reaffirmation: The execution of this Addendum shall not extend, toll or reinstate any rights of Buyers to rescind the Agreement pursuant to the terms thereof or pursuant to Section 718.503, Florida Statutes. In all other respects, the terms of the Agreement are hereby confirmed, ratified and approved. The foregoing provisions shall survive closing.

EXECUTED as of the date and year below, but effective as of the date and year of the Agreement.

BUYER:

DocuSigned by:

Carrie K. DeLima

Print Name: ONE POLO CREEK III, LLC

Carrie K DeLima, Secretary/Treasurer

Dated: 9/8/2023, 2023

SELLER:

Via Mizner Owner III, LLC, a Florida limited liability company

By: _____

Print Name: Albert C. Piazza

Title: Authorized Agent

Dated: _____, 2023

EXHIBIT A

U P G R A D E S

Main Area

- | | |
|---|---------|
| <input type="checkbox"/> Paint Entry (both sides) and Service Door (interior side only) | \$1,125 |
| <input type="checkbox"/> Sub Zero Ice Maker with Tubular Handle..... | \$5,905 |

Master Bath

- | | |
|--|---------|
| <input type="checkbox"/> Change cabinetry to Textured Grey | \$500 |
| <input type="checkbox"/> Third Duravit Sink, Faucet..... | \$750 |
| <input type="checkbox"/> Floating Vanity for third sink plus top | \$2,253 |
| <input type="checkbox"/> Plumbing penetration for third sink..... | \$3,500 |

Kitchen

- | | |
|--|---------|
| <input type="checkbox"/> Net charge for Wolf Range | \$5,415 |
|--|---------|

Total Upgrades **\$19,448**

DS
CkD

Customer: Mizel Model: I-5 Unit No. 1012 Beds / Baths: 3 / 2.5 Date: 09.07.2023

KITCHEN

Cabinets

Standard door finish:

Door color – Upper: **White Gloss**Door color – Lower: **Grey Textured**

Accessories: locations per plan Included:

- Cutlery & Utensil Dividers
- Tandem Boxes (interior)
- Fly Moon (Lower base cabinetry Le Mans System)
- Appliance Garage
- Trash Bin
- Accent lighting, per plan

Counter Tops

- Main Counter & Center Island - quartz w/1-3/4" mitered square edge
- **Standard - Silestone White Zeus**
- Secondary floating island "Waterfall" counter & Full height backsplash in same material
- **Standard – Semi-precious White Gemstone**

Appliances Included

- Refrigerator Sub-Zero, 30" integrated column ref. w/internal dispenser
 - Cabinet Door panel - Sub Zero IC-30R **Standard**
- Freezer Sub-Zero; 30" integrated column freezer w/ice maker
 - Cabinet Door panel - Sub Zero IC-30FI **Standard**



Customer Signature:

DocuSigned by:

1B87EBB5A79AB300

Date: 9/8/2023

Disclaimer: Buyer understands and agrees that: (a) certain items included within the Standard Features, and in the Alternative Selections, may be subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturer; (b) wood flooring is a delicate material that is susceptible to expansion, contraction, warping, scratching, denting and/or other damage from exposure to water, humidity, climate changes, use and/or exposure to other conditions; (c) Buyer hereby waives and releases Seller from any and all liabilities, damages and costs which Buyer may incur in connection with the installation of wood flooring in the Unit; and (d) colors, textures and other features in materials or other items, as shown in samples, displays or models, including, but not limited to, marble, stone, carpeting and wood stain, may not be duplicated precisely and will weather and fade over time.

Page 1 of 11

Note: Items in RED are a custom change and may include an additional charge

Customer: Mizel Model: I-5 Unit No. 1012 Beds / Baths: 3 / 2.5 Date: 09.07.2023

KITCHEN

Wine Cooler	Sub-Zero integrated wine storage Model #DEC2450W – Panel Ready – Standard
Ice Maker	Sub Zero 15" Model # UC-15IP – Panel Ready, with pump – Custom
	• With 18" Tubular Handle
Single Oven	Wolf SO30TE/S/TH 30" E-Series Transitional Built-in single oven Standard
Cooktop	Wolf CG365T/S 36" Transitional gas cook top – 5 burners Standard
Range	Wolf 36" Range Model #GR366 with black knobs - Custom
Hood	Best U10236SBI 36" Stainless Steel hood w/CFM reducer Standard
Microwave	Wolf MDD30TE/S/TH 30" E-Series Transitional Drop-down Microwave Oven Standard
Microwave	Wolf MD30TES 30" Series Microwave Drawer - Custom
Steam Oven	Wolf CSO30TE/S/TH 30" E-Series Transitional Convection Steam Oven Standard
Dishwasher	Asko ADA compliant, hidden controls, turbo-dry, two (2) racks, 1 top tray. Standard
	Cabinet Door panel
	• Asko DF1664 Qty: 2 Per Plan - Custom

Garbage Disposal: Insinkerator 1.0 h.p, "Dura-Drive" induction w/sound seal and multi-grind & push button air switch

Plumbing Fixtures

KITCHEN SINK

Julian 36" Smart-station Kit Sink, under-mount single bowl sink – SP-J005453

Finish: Stainless Steel Qty 2, per plan - **Custom**

- Accessories for sink: not included

KITCHEN FAUCET

- Dornbracht CCY Faucet with pullout spray – D33870790000010

Finish: Stainless Steel Qty 2, per plan – **Custom**

DocuSigned by:

Carrie K. Delima

9/8/2023

Customer Signature:

Date:

Disclaimer: Buyer understands and agrees that: (a) certain items included within the Standard Features, and in the Alternative Selections, may be subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturer; (b) wood flooring is a delicate material that is susceptible to expansion, contraction, warping, scratching, denting and/or other damage from exposure to water, humidity, climate changes, use and/or exposure to other conditions; (c) Buyer hereby waives and releases Seller from any and all liabilities, damages and costs which Buyer may incur in connection with the installation of wood flooring in the Unit; and (d) colors, textures and other features in materials or other items, as shown in samples, displays or models, including, but not limited to, marble, stone, carpeting and wood stain, may not be duplicated precisely and will weather and fade over time.



Customer: Mizel Model: I-5 Unit No. 1012 Beds / Baths: 3 / 2.5 Date: 09.07.2023

MASTER BATH

Plumbing

PLUMBING FIXTURES

Dornbracht CL1 Faucet with Crystal Handles

- **Finish: Chrome Standard**
- Three (3) CL1 high spout lav faucets – D1371570500/2000870 - Upgrade
- One (1) Ceiling mounted 11" X 9" rain shower head, arm & flange – D28775980000010
- CCY Wall mounted showerhead arm and flange – D28508980000010-
- Pressure balance control valve trim w/ handle -Qty. Per Plan
- Three-way diverter valve trim with handle -Qty. Per Plan
- Hand-shower on hook w/handle – SP-D27802970000010 -Qty. Per Plan
- Hidden linear drain
 - Floor mounted exposed tub filler w/ hand shower CVR D2586370500
- 24" Towel Bar – locations per plan -Qty. 3 Per Plan
- Paper holder – locations per plan- Qty. Per Plan
- Single Robe Hook – locations per plan- Qty. Per Plan
- Grab bars in shower per plan - Custom

LAVATORY SINKS

- Three (3) Duravit 20" undermount rectangular sinks – D0316500001 - Upgrade
- Finish: White**

TOILET

- Toto Legato, one-piece toilet – MS624214
- **Finish: White Qty. 2**
- Bidet – Toto Piedmont BT500 Qty. 1

MASTER TUB

- MTI CVR FREESTANDING OVAL TUB, 72" X 42" – MTIS217WHMT

DocuSigned by:

Carrie K. Delima

Customer Signature:

9/8/2023

Date:

Disclaimer: Buyer understands and agrees that: (a) certain items included within the Standard Features, and in the Alternative Selections, may be subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturer; (b) wood flooring is a delicate material that is susceptible to expansion, contraction, warping, scratching, denting and/or other damage from exposure to water, humidity, climate changes, use and/or exposure to other conditions; (c) Buyer hereby waives and releases Seller from any and all liabilities, damages and costs which Buyer may incur in connection with the installation of wood flooring in the Unit; and (d) colors, textures and other features in materials or other items, as shown in samples, displays or models, including, but not limited to, marble, stone, carpeting and wood stain, may not be duplicated precisely and will weather and fade over time.



Customer: Mizel **Model:** I-5 **Unit No.** 1012 **Beds / Baths:** 3 / 2.5 **Date:** 09.07.2023

MASTER BATH

Cabinets

Custom door finish – Textured Grey

Accessories: locations per plan

- Large capacity storage drawers w/built-in power stations
- Built-in medicine cabinet w/internal power outlets.

Counter Tops

- Main Counter, marble w/1-3/4" mitered square edge w/4" backsplash;
Standard color –Corsica Crème Marble

Flooring | Walls

- **Standard** Stone – nominal 60"x120" Corsica Crème Marble
Includes floor, full height walls in: water closet & shower, shower floor.

Shower Features

- Built-in bench, *per plan*
- Wall niches, *location per plan*- Qty. Per Plan

Mirrors & Glass

- Full height, width of vanities
 - No mirror over 3rd custom vanity
- Frameless shower enclosure, Starfire - clear glass
- Frameless frosted glass enclosure, water closet

Customer Signature:

DocuSigned by:

Carrie K. Delima

9/8/2023

Date:

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Page 4 of 11

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Customer: Mizel Model: I-5 Unit No. 1012 Beds / Baths: 3 / 2.5 Date: 09.07.2023

SECONDARY BATHS 2, 3 & 4 (PER PLAN)

Plumbing

PLUMBING FIXTURES

Dornbracht

Finish: Chrome

- CCY lavatory faucets D33500670000010
 - Tub/Shower bath per plan
- CCY Wall mounted shower Head, arm and flange – D28505979000010
- Pressure balance control valve w/diverter trim, lever handle - FM2P10
- Wall mounted tub spout D1380167000 per plan
- MTI 60" x30, apron acrylic tub DUBT6L *Finish: White only*
 - Shower per plan
 - CCY Multi-function shower head – D28505979
 - Pressure balance control valve trim w/ handle
 - Hidden linear floor drain
 - 24" Towel Bar –D8306067000, location per plan
 - Paper holder – D8350067000, location per plan
 - Single Rob Hook – D832516700, location per plan
 - Bath 2 only - Grab bars in shower per plan - Custom

LAVATORY SINKS

- Duravit 19" undermount rectangular sinks – D0316500001

Finish: White

TOILET

- Toto Legato, one-piece toilet – MS624214

Finish: White

DocuSigned by:

Carrie K. Delima

Customer Signature:

Date: 9/8/2023

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Customer: Mizel Model: I-5 Unit No. 1012 Beds / Baths: 3 / 2.5 Date: 09.07.2023

SECONDARY BATHS 2, 3 & 4 (PER PLAN)

Cabinets

- Standard door finish – White Gloss

Counter Tops

- Main Counter - quartz w/1-3/4" mitered square edge, 6" backsplash;
Standard color - Silestone White Zeus

Flooring | Walls

- Standard Italian porcelain floors & wet walls – nominal 24"x48"
Standard material selection
Pulpis Grey Polished
- Shower walls, full height. Shower floor matte finish.
Pulpis Grey Polished

SHOWER FEATURES

- Wall niche, per plan

Mirrors & Glass

- Frameless shower enclosure, clear glass
- Full height, width of vanities

DocuSigned by:

Carrie k. Delima

Customer Signature:

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9/8/2023

Date:



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Customer: Mizel Model: I-5 Unit No. 1012 Beds / Baths: 3 / 2.5 Date: 09.07.2023

P O W D E R R O O M

Plumbing

PLUMBING FIXTURES

- Single Lever Lavatory Mixter with Extended Shank

Finish: Chrome

- ❖ Deck mount high profile lav faucet – D33534705000010
- ❖ 24" Towel Bar – D8306067000, location per plan
- ❖ Paper holder – D8350067000, location per plan

LAVATORY SINKS

- CVR , Vessel rectangular sink – D235160000

Finish: White

TOILET

- Toto Legato, one-piece toilet – MS624214

Finish: White

Cabinets

- Standard door finish – White Gloss

Counter Tops

Main Counter, semi-precious gemstone w/3" mitered square edge & 6" backsplash

- Semi-precious White Zeus

Flooring

- Standard material – same as main living area

Mirrors

- Full height, per plan

DocuSigned by:

Carrie K. Delima

Customer Signature:

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Customer: Mizel Model: I-5 Unit No. 1012 Beds / Baths: 3 / 2.5 Date: 09.07.2023

UTILITY ROOM

Plumbing

PLUMBING FIXTURES

- Julien stainless steel utility sink, under-mount, 10" deep – SP-JIH75US231810
 - Dornbracht single-hole sink faucet with pull-out spray – D33875895000010
- Finish: polished chrome*

Cabinets

Door finish: White Gloss Standard

Counter Tops

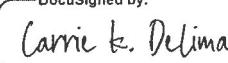
- Main Counter - quartz w/1-3/4" mitered square edge, 6" backsplash;
Standard color - Silestone White Zeus

Appliances

- Washer Electrolux EFLS627U TT/IW 4.4 cu. ft. front load washer
- Dryer Electrolux EFME627U TT/IW 8.0 cu. ft. front load dryer

Finish: White

DocuSigned by:

Customer Signature:  1B87EBBA79AB400

9/8/2023

Date: _____



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Customer: Mizel Model: I-5 Unit No. 1012 Beds / Baths: 3 / 2.5 Date: 09.07.2023

MAIN AREA

Flooring

- Italian Porcelain – nominal 32"x71" Pulpis Grey Polished
- Standard Areas include:
- great room, kitchen, bedrooms, hallways, entry foyer, powder room.

Walls & Ceilings

- Walls Smooth walls and ceilings throughout

Interior Standard color – Sherwin Williams Snow Bound SW7004, flat finish.

- ❖ Decorative Ceiling details, per plans
 - Entry foyer
 - Great room
 - Master bedroom

Doors & Hardware

ENTRY

- Tru-Stile 8', 6 panel kerf cut, entry door in solid walnut with a satin finish
- Painted SW7019 Gauntlet Gray. Paint entry door, both sides and the interior side of the service door painted the same color - Upgrade
- Unison Aurora entry door hardware in polished stainless steel. Mortised entry door hardware w/polished chrome Soss hinges.

INTERIOR

- Tru-Stile 8', 6 panel kerf cut, solid core doors
- Emtek 5110-HEC Hercules Lever w/Square Rosette; polished chrome w/polished chrome hinges.
- Caseless doorways w/simple reveal
- 8" Wood base profile throughout including main living areas and bedrooms

DocuSigned by:

Carrie L. Delima

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Customer: Mizel Model: I-5 Unit No. 1012 Beds / Baths: 3 / 2.5 Date: 09.07.2023

EXTERIOR | SUMMER KITCHEN

Counter Tops

- Main Counter – Dekton quartz w/2" mitered square edge, full backsplash; Standard color

Appliances

- BBQ Grill Wolf OG30 30" Outdoor Grill, 2 25,000 BTU burners, 1 – 14,000 BTU
- Hood Best Hood
- Storage Stainless steel doors and drawers

Terrace Flooring

- Italian Porcelain, Bianco Laso **matte finish** – nominal 12"x24" standard for entire building.

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DocuSigned by:

Carrie k. Delima

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Customer: Mizel Model: I-5 Unit No. 1012 Beds / Baths: 3 / 2.5 Date: 09.07.2023

U P G R A D E S

Main Area

- Paint Entry (both sides) and Service Door (interior side only) ----- \$1,125
- Sub Zero Ice Maker with Tubular Handle ----- \$5,905

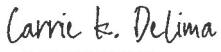
Master Bath

- Change cabinetry to Textured Grey ----- \$500
- Third Duravit Sink, Faucet----- \$750
- Floating Vanity for third sink plus top ----- \$2,253
- Plumbing penetration for third sink----- \$3,500

Kitchen

- Net charge for Wolf Range ----- \$5,415

Total Upgrades ----- **\$19,448**

DocuSigned by:

 Customer Signature: _____ Date: 9/8/2023

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COMPOSITE EXHIBIT “3”

NOT A CERTIFIED COPY

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement"), dated this 14 day of November, 2017, by and between **VIA MIZNER OWNER III, LLC, a Florida limited liability company** (hereafter referred to as "Developer"), whose address is 1515 North Federal Highway, Suite 306, Boca Raton FL 33432, and **FIRST AMERICAN TITLE INSURANCE COMPANY**, whose address is 13450 W. Sunrise Blvd., Suite 300, Sunrise, FL 33323 (hereinafter referred to as "Escrow Agent").

WITNESSETH:

WHEREAS, Developer is the developer of and proposes to complete construction of **TOWER 105 RESIDENCES, A CONDOMINIUM** (hereinafter referred to as the "Condominium"), located in Palm Beach County, Florida; and

WHEREAS, Developer intends to enter into Agreements for the sale and purchase of condominium units in said Condominium, each of which is hereafter called a "Purchase Agreement"; and

WHEREAS, Developer desires to make arrangements to escrow the deposits placed under each Purchase Agreement prior to closing, in accordance with the provisions of Section 718.202 of the Florida Condominium Act; and

WHEREAS, Escrow Agent has consented to hold all deposits it receives pursuant to the terms and provisions hereof; and

NOW, THEREFORE, the Escrow Agent and the Developer agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference as if repeated at length.

2. From time to time, Developer will deliver checks payable to Escrow Agent, which will represent a portion of or entire deposits under Purchase Agreements, together with a copy of each executed Purchase Agreement (if not previously delivered with prior deposits) and a "Notice of Escrow Deposit" in the form attached hereto as Exhibit "A". The Escrow Agent shall acknowledge the receipt of the deposit on the Notice of Escrow Deposit and deliver an executed copy of the same to the Developer and the individual unit purchaser upon request from said individual unit purchaser.

3. The Escrow Agent shall disburse to the Developer, upon written direction from the Developer, that portion of each Purchaser's deposits under the Purchase Agreements which may be utilized in the actual development and construction of the Condominium in accordance with the provisions of the Florida Condominium Act, as same may be amended from time to time.

4. The Escrow Agent shall disburse the Purchaser's deposits escrowed hereunder, and any interest earned thereon, in accordance with the following:

a. To the Purchaser, within five (5) days after receipt of the Developer's written certification that the Purchaser has properly terminated the Purchase Agreement pursuant to its terms or pursuant to the Florida Condominium Act.

Escrow Agreement
Page 2

b. To the Developer, within five (5) days after the receipt of the Developer's written certification that the Purchase Agreement has been terminated by reason of said Purchaser's failure to cure a default in performance of Purchaser's obligations thereunder.

c. To Developer (as to that portion of the deposits in excess of 10% of the applicable purchase price) within five (5) days after receipt of the Developer's written certification that construction of the improvements of the Condominium has begun, that the Developer will use such funds in the actual construction and development of the Condominium property and that no part of these funds will be used for salaries or commissions or for expenses of salesmen, for advertising purposes or for any uses prohibited by applicable law. Escrow Agent shall not, however, be responsible to assure that such funds are so employed and shall be entitled to rely solely on such certification.

d. To Developer (as to that portion of the deposits equal to no more than 10% of the applicable purchase price) within five (5) days after receipt of the Developer's written certification, together with documented evidence that the Director of the Division of Florida Condominiums, Timeshares and Mobile Homes (the "Division") has accepted "other assurances" in lieu of requiring that such portion of the deposits be held in escrow pursuant to this Escrow Agreement, in accordance with Section 718.202(1) of the Florida Condominium Act and Florida Administrative Code Rule 61B-17.009, as amended from time to time, the requirements of which are incorporated by reference herein. If "alternative assurances" have been provided, the Escrow Agent shall have the authority to draw on the letter of credit, bond, or other security provided in connection therewith, and to treat the drawn funds as if they were escrowed deposits under the Florida Condominium Act and if the Escrow Agent fails to do so, the Director has authority to draw thereon when the circumstances warrant such a draw. During the period in which any such letter of credit, bond, or other security is in effect, if any buyer is entitled to a refund as provided in the Florida Condominium Act, Escrow Agent shall make such refund within thirty (30) days after receipt of the buyer's written request.

e. If the deposit of a Purchaser has not been previously disbursed in accordance with the provisions of subparagraphs 3a, 3b, 3c or 3d hereinabove, the same shall be immediately disbursed to the Developer upon receipt from the Developer of a closing statement or other verification signed by the Purchaser or his attorney or authorized agent, reflecting that the transaction for the sale and purchase of the subject condominium unit has been closed and consummated; provided, however, that no disbursement shall be made under this subparagraph 3e, if prior to the disbursement the Escrow Agent shall receive from the Purchaser written notice of a dispute affecting the deposit between the Purchaser and the Developer.

f. If, prior to the release of the Purchaser's deposit escrowed hereunder pursuant to the provisions of subparagraphs 3a, 3b, 3c, or 3d hereinabove, the Escrow Agent receives a written notice from the Purchaser of a dispute between the Purchaser and the Developer, the Escrow Agent shall not release the escrowed funds to the Developer or to the Purchaser until the dispute has been amicably settled, resolved to the satisfaction of a court or competent jurisdiction, or as otherwise agreed to writing by the parties.

5. All interest earned upon the deposits placed under each Purchase Agreement shall accrue to the benefit of the Developer, unless the Purchaser properly terminates his or her Purchase Agreement, in which event all interest shall be payable to the Purchaser (subject to receipt of required tax information).

6. The rate of interest to be paid on deposits shall be that paid on the account(s) by the institution in which the deposits are placed.

Escrow Agreement
Page 3

7. Anything herein to the contrary notwithstanding, the Escrow Agent may, at any time, make distribution of the Purchaser's deposit and the interest earned thereon upon, if any, by written direction duly executed by the Developer and the Purchaser.

8. If there is a dispute between the Developer and the Purchaser with regard to the deposits escrowed hereunder, the Purchaser shall have the right to notify the Escrow Agent and to file a complaint with the Division.

9. Escrow Agent may, at Developer's direction (provided such direction is not in conflict with Escrow Agent's criteria for acceptable depositories or institutions), invest the escrowed funds in securities of the United States or any agency thereof or in savings or time deposits in institutions insured by an agency of the United States at the interest rate paid by the institution on the account(s). Escrow Agent assumes no liability or responsibility for any loss of funds which may result from the failure of any institution in which Developer directs that such savings or time deposits be invested nor any loss or impairment of funds deposited in escrow in the course of collection or while on deposit with a trust company, bank or savings association resulting from failure, insolvency or suspension of such institution, or the fact that such funds exceed the maximum amount insured by the FDIC.

10. All funds deposited with the Escrow Agent shall be accepted by it upon collection, subject to clearance. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument; and may assume that any person apparently authorized and purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it, nor as to the identity, authority or rights of any person executing the same. The duties of the Escrow Agent shall be limited to the safekeeping of the deposits and to disbursements of same in accordance with the written instructions described above. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Escrow Agreement as against the Escrow Agent. Upon the Escrow Agent's disbursing the deposit of a Purchaser in accordance with the provisions hereof, the escrow shall terminate as regards said Purchaser's deposit and Escrow Agent shall thereafter be relieved of all liability thereunder in connection therewith.

11. The Escrow Agent shall provide to Developer a monthly report (the "Monthly Report") stating the status of the escrow holdings, detailed as to the name of Purchaser, the amount deposited and the date of such deposit.

12. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. Developer agrees to indemnify and hold harmless the Escrow Agent from any claims, demands, causes of action, liabilities, damages and judgments, including the cost of defending any action against it, together with any reasonable attorney's fees incurred therewith, in connection with Escrow Agent's undertakings pursuant to the terms and conditions of this Escrow Agreement, unless such act or omission is a result of the willful misconduct or gross negligence of the Escrow Agent.

Escrow Agreement
Page 4

13. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Escrow Agreement, or about their respective rights and obligations, or about the propriety of any action contemplated by Escrow Agent, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement. In the event Escrow Agent elects to initiate an interpleader action due to an unresolved dispute(s) regarding the disbursement of funds as provided in this Escrow Agreement, once the applicable escrowed funds have been deposited into the registry of the Court, Escrow Agent shall have no further responsibilities or obligations relating to such funds, except the obligation to provide an accounting of the escrow account(s) for such funds through and including the date said funds were deposited with the Court. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees in connection with any such interpleader action.

14. The Escrow Agent may resign at any time upon the giving of thirty (30) days' written notice to the Developer. If a successor Escrow Agent is not appointed within thirty (30) days after notice of resignation, the Escrow Agent may petition any court of competent jurisdiction to name a successor Escrow Agent and the Escrow Agent shall be fully relieved of all liability under this Escrow Agreement to any and all parties, upon the transfer of, and new accounting for, the escrow deposits to the successor Escrow Agent either designated by the Developer or appointed by the court. The successor escrow agent must be authorized to act as such by the Florida Condominium Act. In the event Escrow Agent resigns and a replacement escrow agent is duly appointed, upon delivery of the total amount of the escrowed deposit funds to the newly appointed escrow agent, Escrow Agent shall have no further responsibilities or obligations relating to this Escrow Agreement.

15. The Developer may, upon the giving of thirty (30) days' written notice to the Escrow Agent, terminate the services of the Escrow Agent hereunder. In the event of such termination, the Escrow Agent shall immediately deliver to the successor Escrow Agent selected by Developer all documentation, funds, records and properties in its possession relating to deposits escrowed hereunder and, thereupon, the Escrow Agent shall be fully relieved of all liability under this Escrow Agreement to any and all parties. The successor escrow agent must be authorized to act as such by the Florida Condominium Act.

16. Developer reserves the right to post an alternative assurance in accordance with Section 718.202, Florida Statutes, and Rule 61B-17.009 Florida Administrative Code. The Director of the Division has the discretion to accept other assurances from Developer in lieu of the escrow of all or any portion of the funds required to be escrowed hereunder. Developer may, but is not obligated to, submit to the Division for approval a letter of credit or other assurance, such as surety bonds or cash, as may be approved by the Division from time to time. If the Division accepts the other assurance as being sufficient under the Florida Condominium Act and this Escrow Agreement, such other assurance will serve as security for all or a portion of the Deposits otherwise required to be escrowed hereunder in accordance with the terms and conditions of this Escrow Agreement. Developer shall be obligated to furnish Escrow Agent with a copy of the Division's approval of any other assurance along with the certificate of Developer that such other assurance is adequate in amount to cover all Deposits to be made in connection with the Condominium. Notwithstanding anything contained herein to the contrary, no increase or substitute other assurance arrangements shall be instituted, and Escrow Agent may not rely on any such increased or substitute other assurance, without the prior written approval of the Division.

a. For so long as Developer maintains an acceptable other assurance as contemplated herein, Developer will not be required to escrow the deposits otherwise required to be escrowed hereunder with Escrow Agent; provided, however, that the total amount of deposits

Escrow Agreement
Page 5

retained by Developer is less than or equal to the amount of the other assurance, including all increases and extensions thereof which may be approved by the Division from time to time. Provided further that in the event that Developer receives deposits which in total exceed the amount of the other assurance, any such excess deposits shall be delivered to Escrow Agent immediately in accordance with the procedures set forth herein. Alternatively, such excess deposits may be redelivered to Developer by Escrow Agent upon the receipt by Escrow Agent of acknowledgement by the Division that the Division is in possession of an acceptable increase in the amount of the other assurance to cover the excess of the deposits.

b. Developer shall provide Escrow Agent with a monthly accounting of all deposits which are not escrowed because of the existence of another assurance, which monthly accounting shall be used by Escrow Agent as a means of compiling the status report required by subparagraph (c) below. Escrow Agent shall be entitled to fully and completely rely upon the accuracy of said monthly accountings. Such monthly reports shall indicate the amount of monies then held by Developer and a list of the buyers who have made such deposits.

c. Notwithstanding anything contained herein to the contrary:

(i) Developer shall supply the Division with a replacement to the other assurance which is acceptable to the Division at least forty-five (45) days prior to the expiration of the other assurance.

(ii) If Escrow Agent has not received notification from the Division that Developer has complied with Paragraph (c)(i) above, then thirty (30) days prior to the expiration of the other assurance, Escrow Agent shall provide the Division with a report showing the status of the total funds secured by the other assurance as of the thirtieth (30th) day prior to the expiration of the other assurance based on the monthly reports furnished by Developer.

(iii) In addition to (ii) above, Escrow Agent shall then make demand for payment from Developer to Escrow Agent of that amount of total funds secured by the other assurance. In the event such payment is not forthcoming from Developer within five (5) days from mailing of demand by Escrow Agent, then Escrow Agent and/or the Division shall make demand upon the other assurance to the extent of the amount of funds and place such funds with Escrow Agent, which shall then be responsible for maintaining such funds in accordance with this Escrow Agreement. In the event Escrow Agent fails to make the necessary demand on the other assurance as set forth above, the Division shall have the right to then make the demand on the other assurance in accordance with the terms of this Escrow Agreement and such funds shall be placed in escrow pursuant to this Escrow Agreement. It is understood that this procedure shall similarly be followed in the event of any dispute with any buyer relating to refunds of any funds secured by the other assurance from time to time that is not resolved within fifteen (15) days from the date that Developer receives notice of the dispute.

d. Funds retained by Developer pursuant to Paragraph 16.a above, which are secured by the other assurance may only be released from the other assurance upon presentation to Escrow Agent of one of the certifications set forth immediately below in Paragraph 16.e with the additional provision that funds previously released are no longer required to be secured by the other assurance.

e. If any outstanding other assurance is no longer required in order to enable Escrow Agent to satisfy the conditions set forth in the Florida Condominium Act and herein, then Developer shall so notify Escrow Agent and the issuer in written form by certified mail at least forty-five (45) days in advance of the expiration date of the other assurance and Escrow Agent

Escrow Agreement
Page 6

shall return the other assurance to the issuer. For purposes of this subparagraph, the expiration date of any other assurance which is automatically renewable shall be extended by the applicable renewal periods unless Escrow Agent receives notice from the issuer that the issuer will not renew the other assurance. Escrow Agent is authorized to rely upon a statement from Developer as to whether other assurance is no longer required to satisfy the conditions set forth in the Florida Condominium Act and herein.

17. This Escrow Agreement shall be construed and enforced according to the laws of the State of Florida and this Escrow Agreement shall be made a part, in its entirety, of any prospectus, offering circular or binder of documents distributed to purchasers or prospective purchasers of condominium units in the Condominium.

18. Developer hereby agrees to pay the Escrow Agent, in arrears, a fee equal to One Hundred Twenty Five (\$125.00) Dollars for each new Purchase Agreement for which the Escrow Agent is holding a deposit, provided that only one such fee shall be paid with respect to any one Contract regardless of the amount of activity (i.e., deposits and withdrawals) with respect to that Contract. The Escrow Agent shall invoice Developer as to all new Purchase Agreements for which deposits were received in the previous calendar month, Developer shall pay the applicable fee(s) within thirty (30) days following receipt of invoice.

19. This Escrow Agreement shall be expressly incorporated by references in all Purchase Agreements.

20. This Escrow Agreement represents the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors and assigns.

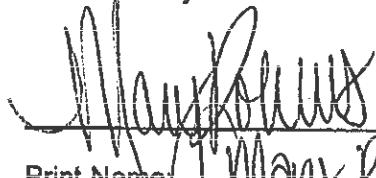
21. The parties hereby acknowledge and agree that respective legal counsel for the parties shall not be prohibited nor disqualified from representing their respective client should a dispute arise hereunder, notwithstanding that said legal counsel has acted as Escrow Agent hereunder.

[The remainder of this page intentionally left blank]

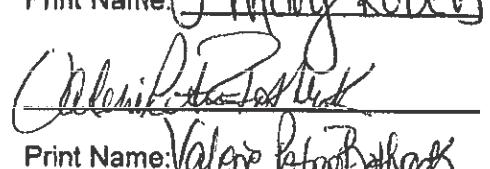
Escrow Agreement
Page 7

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement on the day and year first above written.

Witnessed by:



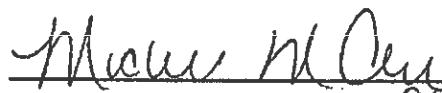
Print Name:



Print Name:



Print Name: Lucy Crawford

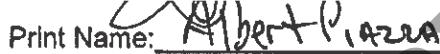


Print Name: Michelle M. Cleaves

DEVELOPER:

VIA MIZNER OWNER III, LLC, a Florida limited liability company

By:

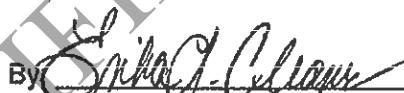


Print Name: Albert P. Azua

Title: Authorized Agent

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY



Print Name: Erika L. Cleaves

Title: Escrow Project Administrator

EXHIBIT “2” TO THE AFFIDAVIT OF MARIA IVANEZ-HAAS

NOT A CERTIFIED COPY

AMENDMENT
TO ESCROW AGREEMENT

THIS AMENDMENT TO ESCROW AGREEMENT (this "Amendment") is made as of the 17 day of OCTOBER 2019, by and between **VIA MIZNER OWNER III, LLC**, a Florida limited liability company (hereafter referred to as "Developer"), and **FIRST AMERICAN TITLE INSURANCE COMPANY** (hereinafter referred to as "Escrow Agent").

WHEREAS:

A. Developer and the Escrow Agent are the parties to that certain Escrow Agreement dated November 7, 2017 (the "Escrow Agreement") with respect to deposits placed under agreements for the sale and purchase of condominium units in **TOWER 105 RESIDENCES, A CONDOMINIUM** (the "Condominium").

B. The parties desire to amend the Escrow Agreement in certain respects as more particularly set forth below.

NOW, THEREFORE, in consideration of the execution and delivery of the Escrow Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Unless the context otherwise requires, all initial capitalized terms used but not defined in this Amendment, shall have the meaning or meanings given to such terms in the Escrow Agreement. This Amendment shall be deemed a part of, but shall take precedence over and supersede any provisions to the contrary contained in, the Escrow Agreement. All references in the Escrow Agreement or this Amendment to the "Escrow Agreement" shall be deemed to refer to the Escrow Agreement as modified by this Amendment, unless the context otherwise requires.

2. The following is added at the end of the first paragraph of Section 16 of the Escrow Agreement:

All modifications to the terms and conditions of any assurance must be accepted in writing by the Division.

3. The following is added at the end of Section 16(b) of the Escrow Agreement:

A "Summary of Escrow Funds" statement shall be included with any requests for changes to a previously approved assurance. This summary shall include all projects; the amounts which would be required to be deposited if no alternative assurance existed; the amount of the assurance; the amount available for withdrawal; and the balance in the escrow account.

4. The last sentence of Section 16(c)(iii) of the Escrow Agreement is deleted and replaced with following:

It is understood that this procedure shall similarly be followed in the event any Purchaser is entitled to a refund of such Purchaser's deposit as provided in Section 718.202(1), F.S.,

in which case such funds shall be refunded in accordance with Section 61B-17.009 Fla. Admin. Code.

5. The following is added at the end of Section 16(c)(iii) of the Escrow Agreement:

Developer shall deposit all funds required to be escrowed at least fifteen (15) days prior to expiration of alternative assurance.

6. Except as provided in this Amendment, all of the terms contained in the Escrow Agreement shall remain unchanged and in full force and effect, and the same are hereby ratified and confirmed by the Developer and the Escrow Agent.

EXECUTED as of the date and year set forth above.

Witnessed by:



Print Name: Noyelle Cooper



Print Name: Susan E. Nichols



Print Name: Erikal Cleaves



Print Name: Lucy Crawford

DEVELOPER:

VIA MIZNER OWNER III, LLC, a Florida limited liability company

By: 

Print Name: Mark A. Gensheimer

Title: Manager

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

Print Name: Maria Ibanez

Title: Escrow Project Mgr

EXHIBIT “4”

NOT A CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS THAT WE, Via Mizner Owner III LLC, a company incorporated in the state of Delaware, as Principal, and Federal Insurance Company, as Surety, are held and firmly bound unto First American Title Insurance Company, the Escrow Agent, or Florida Department of Business & Professional Regulation, Division of Condominiums, Timeshares, and Mobile Homes, as Obligee(s), in the penal sum of dollars (\$18,000,000.00) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

WHEREAS, the above bounden Principal is subject to the provision of Chapter 718, Section § 718.202(1), Florida Statutes. Chapter 718, Section § 718.202(1) allows the Obligees to accept a surety bond to meet the deposit requirements set forth in §718.202(1), Florida Statutes.

AND WHEREAS, the above bounden Principal desires to provide a surety bond to meet the deposit requirements for the following condominium project: Tower 105 Residence, a Condominium.

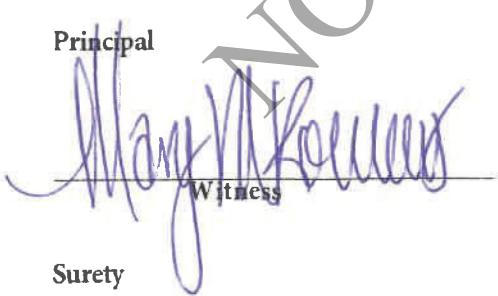
NOW THEREFORE, the condition of this obligation is such that if such Principal shall faithfully observe the provisions of Chapter 718, Section §718.202(1), Florida Statutes, and save and keep harmless and indemnify said Obligees from all actions, suits, costs, damages, and expenses, including reasonable attorney's fees, which shall or may at any time happen to come to it for or on account of any injury or damage received or sustained by any buyer as a result of said Chapter 718, Section §718.202(1), Florida Statutes, then the obligation shall be void; otherwise to be and remain in full force and effect.

PROVIDED, the Principal and the Surety do hereby covenant and agree, where the Principal herein has failed to refund deposits as required by Chapter 718, Section § 718.202(1), Florida Statutes, and/or agreements with buyers or has failed to transfer deposits into Escrow Agent's escrow account when required under the Escrow Agreement, the Obligees may declare the Principal in default and the Surety is required to refund deposits that are due and payable to condominium buyers, or transfer deposits which are to be transferred into the escrow account as required, within forty-five (45) days by the Surety as a debt to the Obligees, the amount payable being subject to any reductions in the face amount calculated in pursuance to the Escrow Agreement.

PROVIDED FURTHER, regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, in no event shall the Surety be liable hereunder for more in the aggregate than the penal sum of this bond (\$18,000,000.00), and no one other than the named Obligees shall have the right of claim against the surety under this bond. This bond is continuous until released of liability by and at the sole discretion of the Obligee.

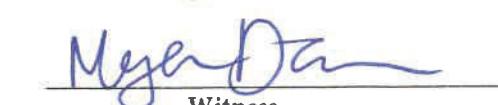
Signed and Sealed this 27th Day of March, 2024.

Principal



Witness

Surety



Witness

By:

Mark A. Gensheimer, Manager, Via Mizner Owner III, LLC

By:

J. Keith Bowan, Attorney-In-Fact, Federal Insurance Company



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Keith Bowman, Tracy Carter, Mary Galicka, Kathleen L. Gratz and Charles Joachim of Delray Beach, Florida; Matt C. McCoun of Alpharetta, Georgia -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 18th day of July, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 18th day of July, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

Stephen M. Haney

Stephen M. Haney, Vice President



Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

27th Day of March, 2024



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Melanie S. Griffin, Secretary

Ron DeSantis, Governor

VIA EMAIL TO: jsanchez@rvmrlaw.com

April 8, 2024

Janet Sanchez,
Rennert Vogel Mandler & Rodriguez, P.A.
Attorneys at Law
100 SE 2nd Street, 29th Floor
Miami, FL 33131

RE: Via Mizner Owner III, LLC (Developer)
Tower 105 Residences Condo (Project)
Surety Bond #K41818670
Assurance File #980

Dear Ms. Sanchez,

The Division has reviewed a copy of a surety bond, number K41818670, issued by Federal Insurance Company, in the amount of \$18,000,000 as well as the Summary of Escrow Funds statement and escrow agreement.

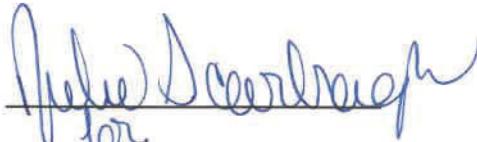
The Division hereby approves this bond for use by Via Mizner Owner III, LLC (Developer) as an alternate assurance for the above-referenced project, pursuant to section 718.202, F.S.

This approval does not constitute an acceptance by the Division of the condominium filing for the referenced project nor relieve the developer of the duties, responsibilities, or obligations it may have pursuant to chapter 718, Florida Statutes, as applicable. If you have any questions in this matter, please do not hesitate to contact the undersigned at (850) 717-1454.

Examined by:


Diana Kampert
Standards and Registration, Sprvsr.

Approved by:


Chevonne Christian
Division Director





Department of
BUSINESS AND PROFESSIONAL REGULATION

RON DESANTIS, GOVERNOR



MELANIE S. GRIFFIN, SECRETARY

DELEGATION OF AUTHORITY

TO: Brian McManus, Deputy Secretary, Business Regulation

FROM: Chevonne Christian, Director, Division of Florida Condominiums, Timeshares, and Mobile Homes

SUBJECT: Delegation of Authority

DATE: April 2, 2024

I, Chevonne Christian, hereby delegate my signature authority for Division documents to Julie Scarbrough, in my stead from April 3-11, 2024.

Documents include personnel actions, consent orders, final orders, declaratory statements, declaratory statement denials, alternate assurances, and the like.

All documents signed on my behalf should include an attached copy of this Delegation of Authority.

DONE AND ORDERED this 2nd day of April, 2024.

Chevonne Christian

Chevonne Christian, Director

EXHIBIT “5”

NOT A CERTIFIED COPY



First American Title Insurance Company

Reply to: Maria Ibanez-Haas
Email: mibanez@firstam.com
Direct: (954)839-2917

November 3, 2025

Re: **Mandarin Oriental – Unit #1012**
Our Escrow File No. 2071-3501791

To Whom It May Concern:

Pursuant to your request, below is the deposit information regarding the funds being held by First American Title Insurance Company for One Polo Creek, III, LLC for the purchase of the above referenced unit in Mandarin Oriental Condominium.

Deposits received: \$529,448.00

Funds disbursed to developer: \$529,448.00

Balance of funds currently held by First American Title Ins. Co.: \$0.00

All funds have cleared.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Maria Ibanez-Haas

Maria Ibanez-Haas
Escrow Project Administrator

400 International Parkway, suite 380

Lake Mary, FL 32746

TEL 407-691-5200 • FAX 866-360-6137

WWW.FIRSTAM.COM

EXHIBIT “6”

NOT A CERTIFIED COPY



HINSHAW & CULBERTSON LLP

Attorneys at Law

201 East Las Olas Boulevard
Suite 1450
Ft. Lauderdale, FL 33301

James T. Ferrara
jferrara@hinshawlaw.com

954-467-7900
954-467-1024 (fax)
www.hinshawlaw.com

October 21, 2025

VIA CERTIFIED RETURN RECEIPT US MAIL:

CRR# 9589 0710 5270 2644 0777 04

Mr. Al Piazza
Via Mizner Owner III, LLC
1515 N Federal Hwy., Suite 306
Boca Raton, FL 33432

Re: Demand for Return of Deposit and Notice of Termination
Buyer: One Polo Creek III, LLC
Property: Unit 1012 – Tower 105 Residences,
Purchase Agreement dated February 15, 2022

Dear Mr. Piazza:

This law firm represents One Polo Creek III, LLC (“Buyer”) with respect to the above-referenced Purchase and Sale Agreement with Via Mizner Owner III, LLC (“Seller”). In connection with that agreement, Buyer paid a deposit of \$510,000.00, together with any interest accrued thereon.

The Purchase Agreement identifies September 2022 as the Estimated Completion Date for Unit 1012 and provides a mandatory outside deadline that the unit “shall be completed and delivered to Buyer within three (3) years after the Estimated Completion Date.” See § 11 (Closing Date). Accordingly, the contractual deadline for completion and delivery was September 30, 2025. Seller failed to complete and deliver Unit 1012 by that mandatory deadline and is therefore in default of the Purchase Agreement.

Pursuant to Paragraph 15(b) of the Purchase Agreement, please accept this letter as Buyer’s written notice of Seller’s Default. Based on the current status of the project, Seller cannot cure this default and close within any applicable cure period. Thus the default is incurable.

By this correspondence Buyer hereby terminates the Purchase Agreement and demands the immediate return of its \$510,000.00 deposit, together with all accrued interest, pursuant to the Purchase Agreement, and Florida law, including Fla. Stat. §718.202. Please remit the full deposit and accrued interest within five (5) business days of the date of this letter by wire transfer to the trust account of Hinshaw & Culbertson LLP. Wire instructions will be provided upon request. If

October 20, 2025

the deposit is being held in escrow, please instruct the escrow agent to release the funds to Buyer without delay and confirm in writing the identity and contact information of the escrow agent and the current balance, including accrued interest.

Nothing in this letter constitutes a waiver of any rights, remedies, claims, or damages, all of which are expressly reserved. Buyer also demands written confirmation by close of business within two (2) business days that Seller will honor this demand and cooperate with the immediate release of the deposit and interest.

Please govern yourself accordingly.

Sincerely,

s/ James T. Ferrara

James T. Ferrara, Esq.
Counsel for One Polo Creek III, LLC

cc: Notice to Rennert Vogel Mandler & Rodriguez, P.A.
Attn: Howard J. Vogel, Esq.
Miami Tower, 100 S.E. Second Street,
Suite 2900,
Miami, Florida 33131

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Postage \$
Total \$
Sent **AI**
Street **IS**
City **BX**
Mr. Al Piazza
Via Mizner Owner III, LLC
1545 N Federal Hwy., Suite 306
Boca Raton, FL 33432

21 2025
Postmark
Here
MIAMI, FLORIDA 33134

LLC
306

PS Form 3507, January 2020 FSN 7530-02-000-9047 See Reverse for Instructions

