



NEW HOME PURCHASE AND SALE AGREEMENT

This New Home Purchase and Sale Agreement ("Agreement") is made and entered into as of this ___ day of _____, 2006 between DiDan Contractors, LLC ("Seller") and _____ ("Buyer"):

1. Property.

Buyer agrees to buy and Seller agrees to sell the following property together with all improvements, fixtures, landscaping and all appurtenances relating thereto, according to the plan name specified herein, in University Club South Subdivision, St. Gabriel, Louisiana 70776 and being more particularly described as Lot #___, measuring approximately ___' x ___', located in _____ Subdivision, municipal address being _____, LA _____, in the parish of _____ Parish, Louisiana as shown on final plat of _____ Subdivision, _____ Parish, Louisiana., State of Louisiana (the "Property") in accordance with the terms and provisions contained herein. The plan chosen is _____, Elevation _____. Purchaser acknowledges that final dimensions of the home and the color selections may vary slightly from the plans and samples including paint, stucco and brick.

2. Purchase Price.

The purchase price of the Property shall be _____ Thousand _____ and NO/100 Dollars (\$ _____), (U.S.) ("Purchase Price") to be paid in cash or its equivalent. The options selected by Buyer on the attached "Options List" which are unpaid at the time of closing shall be added to the purchase price and the Final Purchase Price with Options shall be _____ Thousand _____ and NO/100 Dollars (\$ _____), (U.S.) ("Purchase Price") to be paid in cash or its equivalent, if such options are unpaid at the time of closing. Buyer shall pay all usual and customary closing costs, including without limitation the following.

- (a) Loan Discount: Buyer shall pay any loan discount payable in connection with the Loan.
(b) Loan Proceeds: Proceeds of the Loan, together with any balance of the Purchase Price, shall be paid in cash or certified funds by Buyer to Seller at Closing.
(c) Private Mortgage Insurance Premium: Any private mortgage insurance premium for the Loan shall be paid by Buyer.
(d) Escrow Deposits: Buyer shall pay at Closing the amount necessary to establish an escrow account as required by Lender and shall also pay, along with each monthly payment of principal and interest, amounts required by Lender for escrows, including but not limited to annual ad valorem taxes and hazard insurance premiums for the Property.

3. Financing Contingency.

(Check and initial the provision that applies.)

[] _____ Buyer's obligation to close shall NOT be contingent upon Buyer's ability to obtain financing.

[] _____ This Agreement is conditioned upon Buyers ability to obtain a Conventional Loan (as hereinafter defined) stipulating payments in consecutive monthly installments of principal and interest over a term of not less than Thirty years and secured by a first mortgage loan ("Loan") on the Property. Buyer agrees to apply for the Loan within five calendar days after the effective date of this Agreement and notify the Seller of the identity of any lender ("Lender") to which application has been made. Buyer further agrees to provide Seller an approval letter from such Lender within 10 calendar days from the date of acceptance of this Agreement, or Seller shall have the right to terminate this Agreement immediately without notice to Buyer. Buyer further agrees to pursue the application diligently and in good faith, to execute all papers required by Lender, to provide all documents required by the Lender, to perform all of the actions necessary to obtain the loan and to accept such loan if approved by the Lender.

_____ This Agreement is conditioned upon Buyers ability to obtain an FHA/VA loan. Seller's mandated fees not to exceed \$ _____.

4. Deposit.

Buyer and Seller acknowledge that Buyer has paid the sum of \$ _____ Dollars to Seller, which sum represents the deposit ("Deposit"), which Deposit shall apply towards the Purchase Price of the Property, or in the event of a default, then in accordance with this Agreement. The Deposit shall not be considered Earnest Money. The Deposit shall be deposited in the general operating account of the Seller. Such funds shall not be segregated and Seller may use such funds for whatever purpose Seller deems fit. Seller and Buyer agree that brokers have no responsibility for or right to any funds deposited with Seller. This deposit shall be non refundable after ten calendar days from execution of this document by both parties unless otherwise specified in this agreement.

5. Closing Date.

The transaction shall close at Lawyer's Title (call Rose at 225-767-4001 to schedule) at 8352 Bluebonnet Blvd in Baton Rouge, LA 70810 on or before the following date (the "Closing Date" or the "Closing"):

(Check and initial the provision that applies.)

_____ One Hundred Twenty calendar days following placing of concrete in the foundation form,
OR

_____ Within ten calendar days of the receipt of the certificate of occupancy for the Property issued by the building inspectors of the Parish of _____ ; OR

_____ A date to be mutually determined by the Buyer and Seller after sheet rock has been installed at the Property. The closing date will be on or before _____ (if applicable).

Notwithstanding the foregoing, if the Property cannot be closed by the Closing Date or Seller fails to satisfy valid title objections, either Buyer or Seller may, by written notice to the other party, extend the Closing Date seven (7) calendar days from the previously designated Closing Date. In addition, notwithstanding anything to the contrary contained in this Agreement, delay in construction resulting from the following causes that have the effect of delaying the Closing Date shall not be considered a breach of contract by Seller and Seller shall have no liability for any delays in construction caused by strikes, acts of God or nature, delays directly caused by Buyer change orders and/or selections of materials or market driven shortage of labor and materials available for construction of the Property or delays caused by the preparation of the building site, governmental agencies controlling permits, house location plans, easements or servitudes required and/or inspection schedules. All parties acknowledge that the Closing Date is for the purpose of a target date only. In the event of such delays, the Closing Date may be extended at the sole discretion of Seller by the number of calendar days resulting from such delays, not to exceed thirty (30) calendar days.

6. Title Examination.

Buyer shall have a reasonable time after the Effective Date of this Agreement to examine title to the Property and, no later than ten (10) calendar days prior to the Closing Date shall furnish Seller with a written statement of objections affecting the marketability of the title to the Property. Seller shall have a reasonable time after receipt of such objections to satisfy valid objections. If Seller fails to satisfy such valid objections within a reasonable time, then, at the option of Buyer, evidenced by written notice to Seller, the Agreement shall be null and void and the Deposit shall be returned to Buyer.

7. Warranty.

Seller's warranty ("Warranty") obligation to Buyer shall be those contained in LSA-R.S. 9:3144(a), of the New Home Warranty Act. The warranty period commences on the earlier of: (1) the day Buyer first occupies the home, or (2) the Closing Date. Seller shall transfer and assign to Buyer any and all warranties that Seller may have from any and all manufacturers of materials, goods, equipment and/or appliances installed in or incorporated in the Property. Any and all other warranties of condition shall be waived by Buyer upon the Closing.

8. Inspections.

- (a) **Standards.** The only criteria and standards that will be used in connection with inspections permitted by this Agreement and in compiling the New Home Orientation Walk Through List are those set forth in writing in: (1) applicable governmental codes, regulations or ordinances; (2) enforceable public or private restrictions or covenants or subdivision or homeowner's association rules or regulations; and (3) any warranty provided for in Paragraph 7 of this Agreement. If the warranty provided in Paragraph 7 does not address a particular item of construction, generally accepted building industry standards shall be used for such item. The criteria and standards provided for by this subparagraph shall be referred to as the ("Construction Standards"). Buyer acknowledges that Seller is not required to perform work that exceeds the Construction Standards.
- (b) **Buyer Inspection.** Buyer, at Buyer's expense, at reasonable times during normal business hours, and without interfering with any work on the Property, shall have the right to enter upon the Property for the purpose of inspecting, examining, testing and surveying the Property and any other condition or circumstance on or in the vicinity of the Property that might affect the Property. Buyer agrees to assume all responsibility for its own acts and those of its representative(s) in exercising its rights to inspect the premises and agrees to indemnify and hold Seller and Brokers harmless as to any damages or injuries (including reasonable attorney's fees and litigation and arbitration costs and fees) resulting therefrom to the fullest extent permitted by Louisiana law. Seller or Seller's agent may be present during any inspection. If Buyer becomes aware of a problem or defect during any such inspection, Buyer shall promptly provide written notification to Seller of such problem or defect.
- (c) **Private Inspectors.** If Buyer chooses to use a private home inspector in connection with any of the inspections permitted herein, that inspector must at the time of the inspection: (1) maintain all business licenses required by law; (2) be a full-time professional inspector or professional engineer; (3) if not a professional engineer, be a member of either the America Society of Home Inspectors, Inc. or be licensed under the Louisiana State Board of Home Inspectors (LSBH) pursuant to LSA-R.S. 37:1471 et seq.; (4) have general liability insurance in an amount of at least \$500,000.00; and (5) have professional liability insurance in an amount of at least \$500,000.00. At the time of the inspection, Buyer shall provide to Seller proof that the inspector meets these requirements. Buyer shall make arrangements with Seller, at least one week in advance, for the home inspector to conduct such inspection. If the home inspector concludes that there are any violations of applicable codes, then for each alleged violation, Buyer is required to have the inspector specify in written form the applicable code and sections and subsections of the code that the inspector contends have been violated. In conducting any inspection permitted by the Agreement, the private inspector shall evaluate the Property solely in accordance with the Construction Standards and not in accordance with other standards. Additionally, the Seller retains the option to have an inspector of his own choosing present during an investigation by Buyer's inspector.
- (d) **New Home Orientation Walk Through Inspection.** Whether or not Buyer has earlier inspected the Property, prior to closing, Buyer and Seller's representative shall inspect the Property and prepare and sign a New Home Orientation Walk Through List specifying all items, including any noted in previous inspection, that fail to comply with the Construction Standards and any touch up or incomplete items found to be evident. The inclusion of any item on the executed New Home Orientation Walk Through List shall not obligate Seller to address that item unless such item fails to meet the Construction Standards. Buyer acknowledges that Seller will make reasonable efforts to address all of the items specified in the New Home Orientation Walk Through List that fail to comply with the Construction Standards on a timely basis as soon as reasonably possible after closing. Seller shall have at least 5 business days after Buyer provides Seller with the New Home Orientation Walk Through List to address all of the items specified in the list, and Buyer acknowledges that it may be necessary to extend the closing date so that these items may be addressed. Seller will promptly notify Buyer if an extension is required in excess of the 5 business days provided herein, and Buyer acknowledges that the Closing Date may be extended at the sole discretion of Seller by the number of business days calculated as reasonably necessary to complete such items, not to exceed 20 business days following the initial 5 business day period. Any extension required by Seller to address the items specified in the New Home Orientation Walk Through List is in addition to any other extensions that are provided under this Agreement. However, the fact that any such items remain to be addressed as of the closing date shall not constitute a valid reason for Buyer's failure or refusal to close, as long as a certificate of occupancy has been issued. None of the proceeds due to Seller at closing shall be withheld from Seller or placed in escrow without the Seller's written consent because such items have not been addressed prior to closing.
- (e) **Buyer Acceptance.** Except for items set forth in the New Home Orientation Walk Through List that fail to meet the Construction Standards, Buyer shall expressly acknowledge acceptance at

Closing of all conditions or circumstances existing on the Property, and waive and release Seller, its agents, employees and subcontractors and Brokers from any claim, right of action, suits or arbitration seeking rescission of this Agreement, damages or other relief based upon or relating to any condition or circumstance existing on or in the vicinity of the Property, except as may be covered by the Warranty. Upon satisfactory disposition of the items set forth in the New Home Orientation Walk Through List that fail to meet the Construction Standards, this acceptance, waiver and release shall apply to such items as well, except as may be covered by the Warranty. This obligation shall survive the Closing.

9. Mandatory Binding Arbitration.

Seller and Buyer will cooperate with one another in avoiding and informally resolving disputes between them. They acknowledge the availability of mediation as a method of assisting in the resolution of disputes. Seller and Buyer further acknowledge that in the event of disputes which are not informally resolved, resolution of those disputes will be best achieved through arbitration rather than civil litigation because of the substantial savings of time and expense for all parties and because of the privacy and flexibility associated with arbitration procedures. If Seller provides an independent home warranty contract to Buyer, then the terms and procedures of that warranty shall first apply to any claim or dispute, which is within the coverage of that warranty, involving Seller, Buyer or the insurer, if any, of the warranty. Any unresolved claim or dispute between Seller and Buyer arising out of or relating to such warranty, if any, and any other claim or dispute of any kind or nature between Seller and Buyer arising out of or relating in any manner to this Agreement or this transaction shall be decided by binding arbitration in accordance with LSA-R.S. 9:4201 et. seq. and with the rules and procedures of the arbitrator and such decision shall be final. If Seller and Buyer do not voluntarily agree on an arbitrator, American Arbitration Association shall be the arbitrator. The provisions of this paragraph shall survive Closing and shall apply to any claim for rescission of the Agreement. Any questions regarding the interpretation of this arbitration provision or about the susceptibility of a dispute to arbitration under this provision shall be decided by the arbitrator, unless specifically required by law to be decided by a court, and shall be binding on the parties.

10. Warranty of Title.

Seller warrants that it presently has or will acquire title to the Property. At Closing, Seller agrees to convey good and marketable title to the Property by cash sale subject only to: (1) zoning ordinances affect the Property; (2) general utility, sewer and drainage servitudes of record upon which buildings do not encroach; (3) subdivision covenants, servitudes and restrictions of record; and (4) leases and other servitudes, restriction and encumbrances specified in this Agreement. Marketable title as used herein shall be determined in accordance with Louisiana law as supplemented by the Uniform Title Standards of the State Bar of Louisiana and shall be insurable at regular rates, subject only to standard exceptions unless otherwise specified herein by a title insurance company licensed to do business in the State of Louisiana. It is agreed that any defect in the title which comes within the scope of any of such Uniform Title Standards shall not constitute a valid objection on the part of Buyer provided Seller furnishes the affidavits or other title papers, if any, required in such standard to cure such defect.

Seller shall provide Buyer with an affidavit at Closing stating that all bills for labor and materials have been paid in full or will be paid from the closing proceeds.

11. Disclaimer and Disclosure.

Seller and Buyer acknowledge that they have not relied upon the advice or representations, if any, of Brokers relative to: the legal and tax consequences of this Agreement; the terms and conditions of financing; the purchase and ownership of the Property; the size, physical conditions, or structural condition of the Property or the improvements on the Property; whether or not the Property is located within the government's 100 year flood plan; as to the presence of wood destroying insects or the damage there from; the operating condition of the electrical, heating, air conditioning, plumbing, water heating systems, pool, spa and appliances in the Property; ownership of any amenity package; or, restrictive covenants and architectural controls. Seller and Buyer acknowledge that if such matters have been of concern to them, they have sought and obtained independent advice relative to such matters. Buyer acknowledges that Closing shall constitute acceptance of the Property, subject to the New Home Orientation Walk Through List.

All parties to this Agreement acknowledge that various substances used in the construction of the improvements on the Property or otherwise located on the Property may now or in the future be determined to be toxic, hazardous or undesirable and may need to be specially treated, handled and/or removed from the Property. Persons who have an interest in the Property may be required by law to undertake the cleanup of such substances. Buyer acknowledges: (1) that neither Seller, Destiny Interests, LLC ("Developer") nor Brokers have any expertise with respect to toxic wastes, old and/or other biological agents, hazardous substances or

undesirable substances; (2) that such substances can be extremely costly to correct and remove; (3) except for a preliminary Phase I environmental investigation procured by Developer; Seller, Developer and Brokers have made no additional investigations or representations with respect to such substances; (4) that Seller, Developer and Brokers shall have no liability to Buyer regarding the presence of such substances on the Property; and (5) Buyer releases Seller, Developer and Brokers from any claim, rights of action or suits relating to the presence of any hazardous substances, toxic wastes or undesirable substances on the Property to the fullest extent permitted by law.

12. Brokerage and Agency Disclosures.

Commission fees may be paid in this transaction.

(Check and initial the provision that applies.)

_____ CJ Brown Realtors is the listing agent. The selling agent is _____ (selling agent) of _____ (company).

OR

_____ This Agreement is entered into between the parties free of any existing contractual obligations to real estate agents or brokers.

13. Default.

In the event of default of the Seller herein, which is not cured after notice to Seller, Buyer shall be entitled to a return of the Deposit plus \$100.00 as its sole and exclusive remedy. In the event of default of the Buyer herein, which has not been cured after five (5) calendar days notice to Buyer, Seller shall be entitled to either its actual damages (but in no event less than the amount of the Deposit) or specific performance, or any other remedy afforded to Seller in this contract, at equity or law. Should either party be required to employ an attorney to collect damages due hereunder or any other remedy afforded such party, the prevailing party at such action shall be entitled to reasonable attorney fees, not to exceed 25% of the amount of the award, and all costs and expenses associated with such proceeding. In addition, the defaulting party shall be liable for all Broker's fees.

14. Mineral Rights.

The sale contemplated by this Agreement will be made subject to any an all prior reservations, conveyances, transfers and assignments of interests in the oil, gas and/or mineral estate in and to the Property of record in the official records of the Clerk and Recorder for the Parish of _____, State of Louisiana. To the extent the oil, gas and mineral estate is not burdened by any prior reservations, conveyances, transfers and assignments, Seller shall, in the Closing reserve all rights, title, and interest in and to the oil, gas, minerals and/or mineral estate in, under and above the Property. Seller shall waive and relinquish any right to use the surface of the Property for any purpose whatsoever in connection with the reservation of minerals and/or mineral rights, under and to the Property. This waiver of surface rights shall be binding upon Seller's heirs, successors and/or assigns. The right to reserve mineral rights on the Property in accordance with this paragraph shall survive the Closing.

15. Other Provisions.

- (a) **Utility Services.** Seller shall contact and place utility orders with the utility companies that service the location of the home in an effort to make all utility services operational by the date of closing. Buyer shall pay all costs and deposits required by utility service companies to have utility services turned on in Buyer's name. Buyer understands that the utility companies are responsible for providing the actual service to the home after the order for permanent service has been placed, and any delays in providing such utility service to the location is not attributable to Seller after Seller has placed the order for permanent service. Buyer further understands and acknowledges that all utility services at the location after closing are the responsibility of Buyer and shall fully reimburse Seller for any utility bills paid by Seller for services rendered to the location after the closing. Seller may cancel Seller's utility service account(s) at any time after

- closing and Buyer understands that such cancellation of Seller's account will result in utilities services being turned off at the location unless Buyer has activated utility services in Buyer's name.
- (b) Property Condition. The Property shall be in broom-clean condition as of Closing.
 - (c) Possession. Possession should be provided to Buyer at time of Closing. Buyer shall not move persons or items into the Property prior to Closing, without the express written consent of Seller and the execution of a waiver, indemnification and release of liability agreement by Buyer in favor of Seller.
 - (d) Real Estate Taxes. Real estate taxes on the Property for the calendar year in which the sale if closed shall be prorated between the parties as of the date of Closing, except that Seller shall not be responsible for any assessment which includes the improvements constructed on the Property.
 - (e) Prorations. Seller and Buyer agree to prorate between themselves as of the date of Closing any association fees and all utility bill rendered subsequent to Closing which include service for any period of time the Property was owned/occupied by Seller and any other items customarily prorated in connection with the purchase and sale of property similar to the Property.
 - (f) IRS Compliance. Buyer and Seller agree to comply with and to execute and deliver such certifications, affidavits and statements as are required at the Closing in order to meet the requirements of the Internal Revenue Code.
 - (g) Wood Infestation Report and Soil Treatment Certification. At Closing, Seller shall provide Buyer a current soil treatment certification and guaranty showing pretreatment of the slab and indicating the home on the Property is under contract with a pest control company licensed by the State of Louisiana. If any additional inspections or reports are requested by Buyer or such lender, any costs for any inspections or reports shall be paid by Buyer.
 - (h) Survival of Agreement. Except as otherwise specified in this Agreement, any condition or stipulation not fulfilled at time of Closing shall survive the Closing, execution and delivery of the warranty deed until such time as such condition or stipulation is fulfilled.
 - (i) Severability. Each provision of the Agreement is severable from every other provision of the Agreement. If any provision is determined to be unenforceable, the rest of the Agreement shall remain valid and enforceable. If any provision of the Agreement is determined unenforceable in a particular context or as to a particular right, the Agreement shall remain enforceable in all other contexts and as to all other rights.
 - (j) Instructions to Closing Attorney. Closing Attorney is instructed to: (1) transfer Survival of Agreement subparagraph to the Closing statement (although a failure to do so shall not prevent the survival of such subparagraph); (2) obtain and distribute to and from the appropriate parties such certifications, affidavits and statements required in order to meet the requirements of Internal Revenue Code Section 1445 (Foreign/Non Foreign Sellers) or in the alternative to disburse and hold the sales proceeds in such a manner as may be required to comply with Internal Revenue Code Section 1445; (3) file with the Internal Revenue Service the IRS Form 1099B documenting this transaction and comply with any other reporting requirements thereto; and (4) comply with any other federal or state withholding requirements. All closings to take place with Lawyer's Title of Baton Rouge located at 8352 Bluebonnet Blvd, Baton Rouge, Louisiana 70810.
 - (k) Destruction of the Property. Should the Property be destroyed or substantially damaged before Closing, Seller is to immediately notify Buyer. In the event Seller does not elect, within ten (10) calendar days after receipt of notification of the amount of insurance proceeds, to repair such damage, Buyer may elect, within ten (10) calendar days after notification by Seller of Seller's intent not to repair the damage to: (1) cancel the Agreement and have the deposit returned to Buyer; or (2) consummate the Agreement and receive, at Closing, such insurance as is paid on the claim of loss. Notwithstanding the foregoing, Buyer's election to cancel this Agreement must be made no later than sixty (60) calendar days after the Property is destroyed or substantially damaged.
 - (l) Covenants, Easements and Restriction. Buyer acknowledges that it is has had an opportunity to review the documents creating same before executing this Agreement and that it is bound by the review of the provisions of such documents, including but not limited to any that set forth design or construction criteria or create or allow for the creation of committees or organizations to establish such criteria.
 - (m) Association Fees. Buyer acknowledges that there could be a mandatory association fee in the approximate amount of \$TBD per year. Seller has no knowledge of existing association fees.
 - (n) Notices. Except as otherwise provided for in the Agreement, all notices or demands required or permitted hereunder shall be in writing to the address herein provided and delivered either: (1) in person; (2) by overnight delivery service prepaid; (3) by facsimile (Fax) transmission; or (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested. Such notices shall be deemed to have been given as of the date and time the same are actually received by the party to whom the notice was directed. Prior to Closing, Buyer's address for purposes of this subparagraph shall be as indicated on the signature page. After

Closing, it shall be the Property address. Refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed receipt of such notice. Any party, by written notice to the others in the manner herein provided, may designate an address difference from that stated below.

- (o) Modifications. This Agreement may not be modified, altered or amended except by written instrument by the parties hereto.
- (p) Transfer or Assignment. This Agreement shall not be transferred or assigned without the written consent of all parties. Any assignee shall fulfill all the terms and conditions of the Agreement.
- (q) Governing Law. This Agreement and all of its provisions, exhibits and attachments shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Louisiana.
- (r) Terminology and Captions. All pronouns, singular or plural, masculine or feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular.
- (s) Time is of the Essence. Time is of the essence of this Agreement.
- (t) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and assigns.
- (u) Responsibility to Cooperate. All parties agree that such documentation, as is reasonably necessary to carry out the obligations of this Agreement, shall be produced, executed and/or delivered by such parties at the time required to fulfill the terms and conditions of this Agreement. This responsibility shall not include execution by Seller of documents which impose additional obligations on the Seller.
- (v) Manufacturer's Warranties. Seller shall transfer to Buyer, at Closing, Seller's interest in all manufacturer's warranties and service contracts which by their terms are transferable to Buyer.
- (w) Entire Agreement. This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement is relied upon or shall be binding upon any party. The term "Agreement" as used herein, as well as the terms "herein", "hereof", "hereunder", and the like mean this Agreement in its entirety. All exhibits, amendments and addenda attached hereto are part of this Agreement.
- (x) No Recordation. Seller and Buyer hereby acknowledge and agree that neither this Agreement nor any document referencing this Agreement may be recorded in the public records.
- (y) Options. Any options selected by Buyer beyond the standard included features of the floor plan selected by Buyer, shall be paid in cash, and in the event the sale is not consummated for any reason whatsoever, any and all amounts paid by Buyer to Seller for such options shall be non-refundable.
- (z) Contractors and/or Suppliers. All work and materials to be performed or supplied under this Agreement shall be performed and supplied by Seller's own contractors, sub-contractors, employees, agents, materialmen, and suppliers. Buyer's shall not have the right to have any work performed or supplies delivered to the Property at Buyer's own direction prior to Closing.

16. Notification pursuant to LSA-R.S. 37:1469

Notification pursuant to LSA-R.S. 37:1469 is hereby given. The names of those persons who are required to register pursuant to LSA-R.S. 15:540 et seq., are available by accessing the statewide database at: <http://www.lasocpr.lsp.org/socpr/>. This information may also be retrieved by phone at 1-800-858-0551 or 225-925-6100. Brokers, agents and affiliates are not responsible for providing information regarding the proximity of registered sex offenders beyond providing the information above.

17. Options.

The standard options offered by Seller are listed in the Options List, attached as Exhibit "A". Seller must expressly agree in writing to any options requested by Buyer other than those options listed in the attached Options List. Buyer shall pay Seller the cost of such requested option plus an additional 5% contractor's option fee for any options requested by Buyer which are not listed in the attached Options List. Any options selected by Buyer shall be due on the date the option is selected by Buyer and shall be paid in cash. **In the event the sale is not consummated for any reason whatsoever, any and all amounts paid by Buyer to Seller for options selected by Buyer are non-refundable, and any amounts remaining unpaid for options selected by Buyer shall become immediately due and payable to Seller.**

18. Seller's Right to Modify Plans.

In the event that Seller has designed and/or selected a house plan to build on a specific lot prior to Seller and Buyer entering into a purchase agreement, it is Buyer's responsibility to request from Seller a list and/or explanation of any alterations or intended alterations from the original house plan that exist as of the date of

The Buyer has read and executed this instrument at ____:____ m on this ____ day of _____, 20____
in the city of _____, Louisiana.

Purchaser:

Signature _____

Print _____

Address: _____

Date/Time _____

Employed By: _____

Bus. Phone _____

Home Phone _____

Cell Phone _____

Digital Pager _____

Fax _____

E-Mail: _____

The Seller has executed this instrument at ____:____ m on this ____ day of _____,
20____, in the city of _____, Louisiana.

Signature: _____

Print: _____

Seller: DiDan Contractors, L.L.C.
Business Phone: 225-268-5317
Main Fax: 225-753.8047
Address: 18452 Hoo Shoo Too Rd.
Baton Rouge, LA 70817