

less the amount of any damages Seller may have suffered by reason of any default by Purchaser under this Agreement or under the terms of any note given pursuant to this Agreement;

shall forthwith refund any and all amounts paid by Purchaser hereunder and cancel any and all obligations of Purchaser to Seller hereunder. ~~The~~ The obligations of Purchaser hereunder are conditioned upon the guarantee of Seller's obligations under this Section 9 by each of the shareholders of Seller as evidenced by their signatures hereto.

9.10. Seller's Best Efforts. Seller agrees to use its best efforts to:

- (a) acquire good fee simple marketable title in and to the Tract;
- (b) obtain and meet all the terms and conditions of the loan commitment referred to in Section 9; and
- (c) subject the Tract to the condominium form of ownership pursuant to the Horizontal Property Act and having done so will diligently and in good faith prosecute the work required to complete construction of the Units.

10.11. Standard Unit. It is understood that the standard Unit shall have certain features and certain allowances are set forth to be used in determining the cost of any additions, deletions or modifications with respect to such features as may be agreed upon between any purchaser and the general contractor constructing the Units:

- (a) a two and one-half (2-1/2) ton air conditioning unit with an allowance of \$1,000.00;
- (b) a heating system, electrical wiring and fixtures with an allowance of ~~\$1,300.00~~ ^{\$1,300.00; SEN} ~~XXXXXXX~~;
- (c) Plumbing with an allowance of \$830.00;

dm Seller shall only be required to convey to Purchaser a standard unit and shall not be delayed in consummating sale of such a unit due to Purchaser's request for additional improvements thereto.

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