

THE TOWNHOUSES AT CITYSCAPE FLATS UNIT HOLD AGREEMENT

THIS UNIT HOLD AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 201__ (the “Effective Date”), by and between **CITYSCAPE FLATS, LLC**, an Indiana limited liability company (“Seller”), and _____ (“Buyer”) under the following circumstances:

- A. Seller is the owner of certain real estate situated in Allen County, Fort Wayne, Indiana to be developed as Unit ____ (the “Unit”) in the townhouse project known as the Townhouses at Cityscape Flats (the “Project”).
- B. Buyer desires to purchase, and Seller is willing to Sell, the Unit subject to the terms and conditions herein contained.

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

- 1. In consideration of Buyer’s payment of a refundable deposit in the amount of Twenty Thousand Dollars (\$20,000.00) (the “Deposit”), the receipt of which is hereby acknowledged, Seller grants, bargains, and sells to Buyer the exclusive option (the “Option”) to purchase the Unit for the total purchase price of _____.
- 2. Unless exercised prior thereto, the Option to purchase the Unit shall expire on March 1, 2017 (the “Expiration Date”). If the Option is not exercised as herein provided, then the Deposit shall be refunded to Buyer, less an amount equal to Sixty Five Dollars (\$65.00) for each hour of design and consulting services provided to Buyer by Seller’s interior design consultant, One Eleven Design.
- 3. In order to exercise the Option, Buyer shall, prior to the Expiration Date, deliver to Seller a fully executed original of Seller’s standard form of Purchase Agreement.
- 4. This Agreement may not be assigned by Buyer, either before or after the exercise of the Option, without the prior written consent of Seller, which shall not be unreasonably withheld, conditioned, or delayed.

IN WITNESS WHEREOF, Buyer and Seller have executed this Unit Hold Agreement as of the Effective Date first above written.

CITYSCAPE FLATS, LLC

“BUYER”

By: _____

Printed Name: _____

Printed Name

Title: _____

Printed Name

Buyer’s Email: _____

Buyer’s Phone: _____