

FOUR SEASONS LAKESITES, INC.  
SALE CONTRACT

This Sale Contract executed by and between FOUR SEASONS LAKESITES, INC., a Missouri corporation ("SELLER"), and

\_\_\_\_\_

\_\_\_\_\_

("BUYER", jointly and severally, without regard to gender).

WITNESSETH:

1. Property. SELLER agrees to sell and BUYER agrees to purchase the following described land (the "Property"), located in Camden County, Missouri, to wit:

Lot \_\_\_\_\_,  
Camden County, Missouri, as per plat of the subdivision of record in the Office of the Circuit Clerk and Recorder of Deeds of Camden County, Missouri,

subject to all conditions, covenants, reservations, easements, charges and liens recorded in the Public Records of the Office of the Recorder of Deeds of Camden County, Missouri.

2. Purchase Price. BUYER agrees to pay to SELLER the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

(the "Purchase Price") on the terms set forth below:

Cash at Closing.....(\$ \_\_\_\_\_)

Additional Down Payment .....(\$ \_\_\_\_\_)

Transfer of Equity From: \_\_\_\_\_ (\$ \_\_\_\_\_)

Total Down Payment.....(\$ \_\_\_\_\_)

Balance to be paid as follows:

Cash on or before \_\_\_\_\_ (\$ \_\_\_\_\_)

Buyer Note.....(\$ \_\_\_\_\_)

3. Note and Deed of Trust. In the event BUYER does not pay the entire Purchase Price in cash, then BUYER'S obligation to pay the balance of the Purchase Price shall be evidenced by BUYER'S promissory note (the "Buyer Note") of even date herewith and incorporated herein by reference in the amount set forth above bearing interest from the date of the Note at the rate of \_\_\_\_\_ percent (\_\_\_\_\_% ) per annum and according to the terms thereof. The Buyer Note shall be secured by a deed of trust (the "Deed of Trust") of even date herewith executed by the BUYER upon the Property, which Deed of Trust is incorporated herein by reference.

4. Closing. Except as otherwise provided by applicable law, for purposes of this Sale Contract, the term "Closing" shall mean the date following the expiration of BUYER's right of cancellation without such right having been exercised as of which time the parties hereto shall have properly executed and delivered all documents necessary to consummate this transaction and to effect the transfer of title to the Property. If Closing has not occurred for any reason whatsoever on or prior to such date, then SELLER, in its sole discretion, may either (a) extend the date of Closing; or (b) cause any funds held on BUYER's behalf to be refunded to BUYER, without interest, in which event this Sale Contract shall be deemed terminated and of no further force or legal effect. Within sixty (60) days of Closing, SELLER shall cause to be issued to BUYER a General Warranty Deed conveying title to the Property and shall cause all necessary documents to be recorded in the Office of the Recorder of Deeds of Camden County, Missouri. SELLER will, upon BUYER's request, cause to be issued with the title company of BUYER's choice and at BUYER's expense, a policy of title insurance in favor of PURCHASER when such deed is issued. Pursuant to federal law, provided BUYER is not in default hereunder, SELLER will deliver the Deed free and clear of monetary liens and encumbrances (except the Deed of Trust securing the balance of the Purchase Price) to BUYER not more than one hundred eighty (180) days after the BUYER'S signing of this Contract.

5. Property Owners Association.

A. The recorded Declaration of Restrictive Covenants of Four Seasons Lakesites, Inc. (the "Declaration") specifies the rights and obligations of all owners of lots in The Communities of Four Seasons at Shawnee Bend, the development in which the Property is located (the "Development"). Under the Declaration, all owners of lots in the Development must become members of the Four Seasons Lakesites Property Owners Association, Inc., a Missouri non-profit corporation (the "POA"). BUYER understands that the POA is organized for the purpose of developing and improving the lots contained in the Development and owning and maintaining the common elements therein. BUYER agrees to become a member of the POA, be bound by the Articles of

Incorporation, Bylaws and Rules and Regulations of the POA, as well as the record plat of the Development and to maintain BUYER'S membership status in good standing.

B. BUYER shall be obligated to pay to the POA an assessment for a lot owner's share of common expenses incurred in the maintenance of the Development. The current annual assessment is Two Hundred Forty Four Dollars (\$244.00) for unimproved lots and Six Hundred Sixteen Dollars (\$616.00) for improved lots. The amount of the assessment is subject to change and shall be in addition to the Purchase Price. BUYER understands, however, that such assessments are used by the POA for the purposes of administration, maintenance and preservation of the Development and do not add to the equity of BUYER in the Property and are not refundable under any circumstances. BUYER understands and agrees that the Declaration grants to the POA the right to place liens upon the Property should BUYER be in default or fail to pay assessments and other charges as set out in the Declaration when due.

C. SELLER may assign to the POA any of the rights, privileges, regulatory authorities, duties and obligations it holds as owner of the Development, and upon such assignment, the POA shall be authorized and empowered to exercise such rights and privileges and obligated to perform such duties as were vested in SELLER.

6. Taxes; Special Assessments. All ad valorem taxes for the Property have been estimated and prorated between the parties. Any special assessments for the Property, if applicable, levied after the date of this Contract shall be paid by BUYER. Any unpaid assessments and taxes for prior years shall be paid by SELLER. All such assessments and taxes for all subsequent years shall be paid by BUYER. If BUYER does not pay said assessments and ad valorem taxes, then such assessments and taxes may be paid by SELLER and charged to the account of BUYER with interest at the same rate as above provided from the date of payment of such assessments and taxes until paid by BUYER.

7. Default. Should BUYER default or in any manner fail to perform this Contract, SELLER, after thirty (30) days notice in writing to BUYER at the last known address of BUYER, may elect to (i) declare BUYER'S rights hereunder terminated, whereupon all payments made, together with the Property, shall be forfeited to and retained by Seller as liquidated damages, or (ii) enforce this Contract or seek damages for its breach or accelerate the Buyer Note and pursue foreclosure in a court of competent jurisdiction together with reasonable costs, interest at the contracted rate and all other charges and expenses, including reasonable attorneys' fees. In the event of BUYER'S default, SELLER shall be released and relieved from all obligations hereunder. Any failure or omission of SELLER to exercise its rights upon a breach hereunder shall not constitute a waiver of any future breach and shall not operate to bar, abridge or destroy the rights of SELLER upon any subsequent breach.

8. Arbitration. It is expressly understood and agreed by the parties that any controversy or claim arising out of or relating to this Contract or the breach, termination or validity thereof, shall be settled by arbitration by an arbitrator in accordance with the CPR Non-Administered Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages. Each party shall bear its own costs, including attorneys' fees, and the costs of the arbitrator shall be divided equally. The provisions of this section shall survive the execution of this Contract.

9. Amenities, Roads and Utilities. The SELLER is obligated to provide or complete the recreational amenities, utilities and roads which it has represented it will provide or complete in the appropriate sections relating to the phase of the subdivision of which the Property is a part in the Property Report previously furnished to BUYER.

A. SELLER has constructed a community swimming pool in the Grand Point No. 2 phase of the Development and has constructed in the Development an eighteen (18) hole Jack Nicklaus Signature Golf Course, golf club house and Marina Facilities consisting of a marina, boat slips, yacht club, swimming pool and tennis courts.

B. All lots in the Development are or will be served by a central water system. BUYER agrees to pay an availability fee for water service when the central water system is completed to the point that a main water line runs in front of BUYER'S Property. The availability fee for water service is Ten Dollars (\$10.00) per month and shall be paid to SELLER or SELLER'S assignee, Lake Region Water & Sewer Co. In addition, BUYER agrees to pay all costs for connecting BUYER'S home to the central water system.

C. All lots in the Development are or will be served by a central sewer system. BUYER agrees to install and maintain at his cost a grinder pump station unit consisting of a one (1) piece fiberglass holding tank, rail system, grinder pump, control panel, alarm system (or an equivalent system as may be required by state and local authorities) and piping to extend from BUYER'S home to the main collection pressure sewer line at or near the road. BUYER agrees to pay a monthly availability fee to the SELLER or SELLER'S assignee, until such time as BUYER constructs a home on the Property. Once BUYER constructs a home on the Property, BUYER shall pay to the sewer system operator a one time connection fee and a monthly fee for sewer service. Lake Region Water & Sewer Co. is certificated to provide sewer service as a public utility in accordance with a published schedule of rates and charges.

10. Miscellaneous. Time is of the essence of this Contract. This is a Missouri contract and shall be construed under the laws of the State of Missouri and shall extend to and be obligatory on the BUYER and the heirs, successors and assigns of BUYER. This Contract shall not be assignable by BUYER without the written consent of SELLER and in the event consent to assign is granted, all provisions, covenants and agreements herein contained shall extend to and be obligatory upon the successors and assigns of the BUYER. BUYER'S liability and obligations under this Contract shall not be released or affected in any way by an assignment.

11. Entire Agreement. BUYER asserts to be of legal age and has read and clearly understands all the terms and provisions of this Contract. BUYER has inspected the Property and is purchasing the Property solely as a result of such investigation and the Property Report relating to the Property. **BUYER AGREES THAT NO WARRANTIES OR REPRESENTATIONS HAVE BEEN MADE TO BUYER BY SELLER OR ITS AGENTS WHICH ARE NOT EXPRESSLY SET FORTH IN THIS CONTRACT.** No other contract or agreement, consideration or stipulation modifying or changing any of the terms or provisions or meaning hereof shall be recognized or binding unless approved in writing and signed by SELLER and the BUYER. This Contract shall be consummated only upon execution by an officer or properly designated agent of SELLER.

12. Docks and Boat Dock Slips. BUYER agrees that unless specifically initialed below by SELLER, BUYER has not been granted or promised any rights to either docks or boat dock slips, whether existing or to be constructed. The preceding sentence is applicable to all purchasers, except purchasers of lots designated as "AWF" on the plat referenced in Section 1 above. If initialed below by SELLER, BUYER has been granted a right of first refusal, which may become available on either a purchase or lease basis, for the use of a dock or boat dock slip. BUYER acknowledges that the existence, style, size, location and use designation have not been determined at this time.

\_\_\_\_\_ The BUYER has been granted a right of first refusal (SELLER'S initials).

13. Financing Contingency. If this is a SELLER financed sale, BUYER executed a Financing Contingency Addendum to this Sale Contract, the terms of which are incorporated as if set forth herein.

### NOTICE

**YOU HAVE THE OPTION TO CANCEL YOUR CONTRACT OR AGREEMENT OF SALE BY NOTICE TO THE SELLER UNTIL MIDNIGHT OF THE SEVENTH DAY FOLLOWING THE SIGNING OF THE CONTRACT OR AGREEMENT.**

**IF YOU DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE OFFICE OF INTERSTATE LAND SALES REGISTRATION, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, IN ADVANCE OF YOUR SIGNING THE CONTRACT OR AGREEMENT, THE CONTRACT OR AGREEMENT OF SALE MAY BE CANCELLED AT YOUR OPTION FOR TWO YEARS FROM THE DATE OF SIGNING.**

IN WITNESS WHEREOF, the BUYER and SELLER have executed this Contract as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

BUYER \_\_\_\_\_

BUYER \_\_\_\_\_

BUYER \_\_\_\_\_

BUYER \_\_\_\_\_

SALES MANAGER:

FOUR SEASONS LAKESITES, INC.,  
a Missouri corporation

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_

Authorized Representative

**LOT SALE**  
**DOCUMENT CHECKLIST**

<b>Document</b>	<b>Document No./ Last Revised</b>	<b>Cash Sale In-State Purchaser</b>	<b>Financed Sale In-State Purchaser</b>	<b>Cash Sale Foreign Purchaser</b>	<b>Financed Sale Foreign Purchaser</b>
<b>Check Column for Type of Purchase</b>					
SHAWNEE BEND LOT SALE CONTRACT	150178v13 01/06	X	X	X	X
HORSESHOE BEND LOT SALE CONTRACT – <b>DISCONTINUE USE AND REMOVE FROM SYSTEM</b>	201641v6 12/05	<b>DO NOT USE THIS DOCUMENT</b>	<b>DO NOT USE THIS DOCUMENT</b>	<b>DO NOT USE THIS DOCUMENT</b>	<b>DO NOT USE THIS DOCUMENT</b>
FINANCING CONTINGENCY ADDENDUM	409530v3 01/06		X		X
GENERAL WARRANTY DEED (CORPORATION)	393648v3 01/06	X	X	X	X
THIRD AMENDED AND RESTATED DECLARATION OF RESTRATIVE COVENANTS OF FSL, INC. AND ALL AMENDMENTS	1996	X	X	X	X
PLAT MAP	As Applicable				
APPLICATION FOR OWNER CARDS	393660v1 6/05	X	X	X	X
BALLOON NOTE (FIXED RATE)	183323v6 12/05		X		X
DEED OF TRUST	150224v6 12/05		X		X
TRUTH-IN-LENDING DISCLOSURES STATEMENT	150227v7 12/05		X		X
BALLOON NOTE DISCLOSURES	183418v3 6/05				
LOAN SERVICING DISCLOSURE STATEMENT	159581v4 01/06		X		X
HUD INFORMATION "BOOKLET"	Download from HUD website		X		X
HUD-1 SETTLEMENT STATEMENT	398478v1 8/05		X		X
GOOD FAITH ESTIMATE OF SETTLEMENT COSTS	398477v2 01/06		X		X
CASH DISCOUNT OPTION LETTER	393661v1 6/05	Available	Available	Available	Available
CREDIT APPLICATION	409488v1 12/05		X		X

Document	Document No./ Last Revised	Cash Sale In-State Purchaser	Financed Sale In-State Purchaser	Cash Sale Foreign Purchaser	Financed Sale Foreign Purchaser
<b>Check Column for Type of Purchase</b>					
HUD PROPERTY REPORT – SHAWNEE BEND <b>NOTE: TO BE GIVEN TO PURCHASERS OF LOTS OF SHAWNEE BEND</b>	February 15, 2005 378441v7	X	X	X	X
HUD PROPERTY REPORT – HORSESHOE BEND <b>NOTE: TO BE GIVEN TO PURCHASERS OF LOTS OF HORSESHOE BEND DISCONTINUE USE AND REMOVE FROM SYSTEM</b>	December 16, 2004 372561v5	<b>DO NOT USE THIS DOCUMENT</b>	<b>DO NOT USE THIS DOCUMENT</b>	<b>DO NOT USE THIS DOCUMENT</b>	<b>DO NOT USE THIS DOCUMENT</b>
AUTHORIZATION AGREEMENT FOR PRE-AUTHORIZED DRAFT (PAD)	393656v3 12/05		X		X
BUYER'S ACKNOWLEDGMENT (THE CLUB AT PORTO CIMA)	375324v4 01/06	X	X	X	X
PRIVACY POLICY STATEMENT	266848v1 12/05	X	X	X	X
PURCHASER'S RECEIPT – HORSESHOE BEND <b>NOTE: TO BE USED FOR PURCHASERS OF LOTS OF HORSESHOE BEND DISCONTINUE USE AND REMOVE FROM SYSTEM</b>	144411v5 12/05	<b>DO NOT USE THIS DOCUMENT</b>	<b>DO NOT USE THIS DOCUMENT</b>	<b>DO NOT USE THIS DOCUMENT</b>	<b>DO NOT USE THIS DOCUMENT</b>
PURCHASER'S RECEIPT – SHAWNEE BEND <b>NOTE: TO BE USED FOR PURCHASERS OF LOTS OF SHAWNEE BEND</b>	393631v2 12/05	X	X	X	X
NEBRASKA ADDENDUM <b>NOTE: ONLY SALES OF GRAND POINT NO. 2 LOTS ARE REGISTERED WITH AND AUTHORIZED BY THE NEBRASKA REAL ESTATE COMMISSION</b>	168882v2 01/06			Nebraska Residents	Nebraska Residents
NEBRASKA PUBLIC OFFERING STATEMENT <b>NOTE: ONLY SALES OF GRAND POINT NO. 2 LOTS ARE REGISTERED WITH AND AUTHORIZED BY THE NEBRASKA REAL ESTATE COMMISSION</b>	Not provided – give HUD Shawnee Bend 2/15/05 Property Report instead			Nebraska Residents	Nebraska Residents
ILLINOIS ADDENDUM	154720v3 01/06			Illinois Residents	Illinois Residents
ILLINOIS PUBLIC OFFERING STATEMENT AND RECEIPT OF PUBLIC PROPERTY REPORT	406958v1 11/14/05			Illinois Residents	Illinois Residents

<b>Document</b>	<b>Document No./ Last Revised</b>	<b>Cash Sale In-State Purchaser</b>	<b>Financed Sale In-State Purchaser</b>	<b>Cash Sale Foreign Purchaser</b>	<b>Financed Sale Foreign Purchaser</b>
<b>Check Column for Type of Purchase</b>					
KANSAS ADDENDUM	156292v3 01/06			Kansas Residents	Kansas Residents
KANSAS PUBLIC OFFERING STATEMENT AND RECEIPT OF OFFERING STATEMENT	364352v2 12/10/04			Kansas Residents	Kansas Residents
IOWA RECEIPT, AGENT CERTIFICATION AND CANCELLATION PAGE	157163v3 7/28/05			Iowa Residents	Iowa Residents
IOWA PUBLIC OFFERING STATEMENT	304893v7 7/28/05			Iowa Residents	Iowa Residents
OKLAHOMA PUBLIC OFFERING STATEMENT	364621v2 8/23/05			Oklahoma Residents	Oklahoma Residents
GENERAL WARRANTY DEED (INDIVIDUAL) <b>NOTE: ONLY TO BE USED WHEN FOUR SEASONS HAS AGREED TO BUY PROPERTY BACK FROM A PURCHASER</b>	393653v1				

#168592v9  
Revised 01/11/06

FOUR SEASONS LAKESITES, INC.  
LOAN SERVICING DISCLOSURE STATEMENT

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act ("RESPA") (12 U.S.C. §2601 et seq.), you have certain rights under that Federal law.

This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

#### Transfer Practices and Requirements

If the servicing of your loan is assigned, sold or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you, upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, and the name, address and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

#### Complaint Resolution

Section 6 of RESPA (12 U.S.C. §2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your servicer, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and the information regarding your request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A Business Day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

#### Damages and Costs

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where services are shown to have violated the requirements of that Section.

#### Servicing Transfer Estimates

1. The following is the best estimate of what will happen to the servicing of your mortgage loan:

We assign, sell or transfer the servicing of some of our loans while the loan is outstanding depending on the type of loan and other factors. For the program you have applied for, we expect to sell all of the mortgage servicing.

2. For all the first lien mortgage loans that we make in the 12 month period after your mortgage loan is funded, we estimate that the percentage of such loans for which we will transfer servicing is between:

- \_\_\_\_\_ 0 to 25%
- \_\_\_\_\_ 26 to 50%
- \_\_\_\_\_ 51 to 75%
- X     76 to 100%

This estimate does not include assignments, sales or transfers to affiliates or subsidiaries. This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. This is our record of transferring the servicing of the first lien mortgage loans we have made in the past:

Year	Percentage of loans transferred (rounded to nearest quartile -- 0%, 25%, 50%, 75% or 100%)
2003	100%
2004	100%
2005	100%

This information does not include assignments, sales or transfers to affiliates or subsidiaries.

FOUR SEASONS LAKESITES, INC.,  
a Missouri corporation

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_

Authorized Representative

Date \_\_\_\_\_

**ACKNOWLEDGMENT OF MORTGAGE LOAN APPLICANT**

I/we have read this disclosure form and understand its contents, as evidenced by my/our signature(s) below. I/we understand that this acknowledgment is a required part of the mortgage loan application.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Co-Applicant's Signature

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Co-Applicant's Signature

\_\_\_\_\_  
Date



Four Seasons Lakesites, Inc. 2121 Bagnell Dam Boulevard Lake Ozark, MO 65049  <b>LENDER'S NAME AND ADDRESS</b>	_____	Lot _____
	-	Subdivision _____
	_____	Phase _____
	-	Date _____
	_____	Loan Amount \$ _____
	-	
	<b>BORROWER'S NAME AND ADDRESS</b>	

TRUTH-IN-LENDING DISCLOSURES  
"YOU" MEANS THE BORROWER

Name of Creditor: FOUR SEASONS LAKESITES, INC.

<b>1. ANNUAL PERCENTAGE RATE.</b> The cost of your credit at a yearly rate.  _____ %	<b>2. FINANCE CHARGE.</b> The dollar amount the credit will cost you.  \$ _____	<b>3. AMOUNT FINANCED.</b> The amount of credit extended to you (purchase price less down payment).  \$ _____	<b>4. TOTAL OF PAYMENTS.</b> The amount you will have paid when you have made all scheduled payments.  \$ _____	<b>5. TOTAL SALE PRICE.</b> The total cost of your purchase on credit (down payment of \$ _____ + 2 + 3)  \$ _____
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Your payment schedule will be:

Number of Payments	Amount of Payments	Payments are due monthly
	\$ _____	Beginning
	\$ _____	On

- VARIABLE RATE:** Your Loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.
- SECURITY:** You are giving a security interest in the Property pursuant to the Deed of Trust.
- LATE CHARGE:** If a payment is more than 15 days late, you will be charged 5% of the overdue payment of principal and interest.
- PREPAYMENT:** If you pay off the Buyer Note early, you will not have to pay a penalty.
- FILING FEES:** The recording fee for the Deed and the Deed of Trust is \$69.00.
- OTHER PROVISIONS:** You can refer to your Sale Contract, Buyer Note and the Deed of Trust for information about nonpayment, default and Lender's right to accelerate the maturity of the obligation.

ITEMIZATION OF THE AMOUNT FINANCED

Purchase Price		\$ _____
Less Cash Down Payment	\$ _____	
Less Additional Cash Down Payment	\$ _____	
Total Cash Down		\$ _____
Allowance for Equity Trade	\$ _____	
Total Down Payment		\$ _____
Unpaid Balance of Purchase Price		\$ _____
Amount Given to You Directly	\$ _____ 0.00	
Amount Paid on Your Account	\$ _____ 0.00	
Amount Paid to Others on Your Behalf	\$ _____ 0.00	
Total Other Charges		\$ _____ 0.00
Amount Financed		\$ _____

BY SIGNING BELOW - YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE ON THE DATE INDICATED ABOVE.

\_\_\_\_\_

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between and among: \_\_\_\_\_, whose address is \_\_\_\_\_ ("Grantor", whether singular or plural), and Dempster K. Holland, whose address is 10176 Corporate Square, Suite 150, St. Louis, Missouri 63132 ("Trustee"), and FOUR SEASONS LAKESITES, INC., whose business address is 2121 Bagnell Dam Boulevard, Lake Ozark, Missouri 65049 ("Grantee" hereinafter referred to as "Beneficiary"), which designations shall also include the successors in interest of the several parties.

WITNESSETH:

WHEREAS, Grantor has executed and delivered to Beneficiary a note of even date in the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which is due and payable according to the terms thereof (the "Note").

NOW, THEREFORE, in order to secure: (1) the payment and performance of the Note; (2) any other present indebtedness or obligation of Grantor to Beneficiary; (3) any and all replacements, modifications, renewals or extensions thereof; and (4) the performance and observance of every covenant and condition herein contained (all of the foregoing collectively called the "secured items" and/or "obligations secured hereby"), and for and in consideration of the premises and of the sum of One Dollar (\$1.00) duly paid by the Trustee on or before the execution of this Deed of Trust, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor by these presents does hereby GRANT, BARGAIN AND SELL, MORTGAGE, WARRANT, PLEDGE, CONVEY AND CONFIRM, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Trustee, and unto his successors and assigns, TO HAVE AND TO HOLD IN TRUST FOREVER, with power of sale subject to the terms and conditions of this Deed of Trust, collateral consisting of the following described real property situated in the County of Camden, State of Missouri, to wit:

All of Lot Number \_\_\_\_\_ (\_\_\_\_\_) in " \_\_\_\_\_ ", all as shown on the plat(s) of said subdivision filed for record in Plat Book No. \_\_\_\_\_ at Page(s) \_\_\_\_\_, in the Office of the Recorder of Deeds in Camden County, Missouri, subject to all easements, restrictions, conditions and reservations of record, including, but not limited to, those contained in the Third Amended and Restated Declaration of Restrictive Covenants dated July 2, 1996, and recorded in Book 431, Page 292, in the Office of the Recorder of Deeds of Camden County, Missouri (or as now or hereafter amended); and subject further to all existing roadways, electric and telephone lines, whether of record or not of record (all of the foregoing collectively referred to as the "Property").

THE GRANTOR REPRESENTS, WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

1. Repayment of Note. Grantor will duly and promptly pay and perform all obligations secured hereby including without limitation the Note.

2. Good Title. Grantor warrants that it is lawfully seized and possessed of a good and indefeasible title and estate in fee simple to the Property and that the lien of this Deed of Trust shall be a first lien on the Property unless otherwise provided herein. Grantor will do all things necessary to defend Grantor's title to the Property. Beneficiary may intervene in any action or suit affecting title to the Property and may employ its own counsel at Grantor's expense in connection with any action or suit affecting title to the Property to which it may be a party by intervention or otherwise.

3. Taxes and Assessments. Before they become delinquent, the Grantor will pay all taxes, assessments, charges, fines and impositions of every character which are now or hereafter due on the Property.

4. Insurance. Grantor will keep the Property insured against loss by fire and other hazards, casualties and contingencies as Beneficiary may require in companies and amounts satisfactory to Beneficiary, in form acceptable to Beneficiary and naming Beneficiary as an additional insured. Grantor will give Beneficiary and the applicable insurer prompt notice of any damage to the Property. All insurance proceeds attributable to the Property shall be paid solely to the Beneficiary, who is authorized to adjust and compromise any claim without the consent of Grantor, to collect, receive and receipt for such proceeds in the name of Grantor and Beneficiary, and to endorse Grantor's name. The power granted hereby shall be deemed to be coupled with an interest and shall be irrevocable. Beneficiary shall apply any insurance proceeds to: (1) reimbursement of all expenses and costs of Beneficiary incurred in collecting the proceeds; (2) payment of all amounts payable by Grantor to Beneficiary; and (3) payment of all obligations secured hereby whether or not due and payable, or Beneficiary may at its sole option apply such proceeds to the repair or rebuilding of the Property. Any application of such proceeds to the Note shall not extend or postpone the due date of any monthly installment or reduce the amount of any payment required by the Note, unless and until the Note is fully paid. In the event of foreclosure hereunder Beneficiary shall have the right to assign to the purchaser at the foreclosure sale the unexpired term of all policies required hereby, or at the option of

Beneficiary, Beneficiary may collect any unearned premiums and apply the same on the secured items. Each insurance policy shall contain an agreement by the insurer that the policy shall not be canceled or changed without at least thirty (30) days prior written notice to Beneficiary.

5. Maintenance of Property. Grantor will at all times maintain, preserve and keep the Property, and every part thereof, in good condition. Grantor will not threaten, commit, permit or suffer any waste of the Property or any violation of law, ordinance, order, judgment, regulation, rule, permit, license, condition, policy of insurance or restriction applicable to the Property, its use, condition, occupancy or operation.

6. Liens. Grantor will not suffer any mechanics', laborers', materialmen's or any other similar liens to remain on the Property, or any part thereof. Grantor shall promptly pay when due all assessments imposed by the property owners association of which the Property is a part.

7. Transfer of the Property or a Beneficial Interest in Grantor. If all or any part of the Property or any interest in it is sold or transferred without Beneficiary's prior written consent, Beneficiary may, at its option, require immediate payment in full of all items secured hereby. If Beneficiary exercises this option, Beneficiary shall give Grantor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Grantor must pay all items secured hereby. If Grantor fails to pay these sums prior to the expiration of such period, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand on Grantor.

8. Additional Instruments. Grantor will, upon reasonable request, promptly execute, acknowledge and deliver such further acts, deeds, conveyances, mortgages, financing statements, transfers and assurances as the Beneficiary may require for the better assuring, conveying, mortgaging, assigning and confirming unto the Trustee the Property hereby conveyed. Grantor will, upon reasonable request, forthwith execute, acknowledge and deliver such estoppel certificates with respect to such items and in such form as Beneficiary shall designate.

9. Assignment of Rents. The rents of the Property, if any, are hereby assigned to the Beneficiary as security for the payment and performance of the secured items.

10. Expenses of Beneficiary. Such expenses and fees, including attorneys' fees, as may be incurred in the protection of the Property and the maintenance and execution of this trust, the enforcement of any obligation hereby secured or the foreclosure by Trustee's sale or court proceedings or in any other litigation or proceeding affecting the Property, shall be paid by the Grantor and secured by this Deed of Trust.

11. Change of Law. In the event of the passage after the date of this instrument of any law of the State of Missouri deducting from the value of the Property for the purposes of taxation any lien thereon, or providing or changing in any way the laws now in force for the taxation of deeds of trust or debts secured thereby, or the manner of the collection of any such taxes so as to affect the interest of the Beneficiary, the whole sum secured by this instrument, at the option of the Beneficiary, shall immediately become due, payable and collectible.

12. Successor Trustee. By instrument properly executed, acknowledged and filed for record in the Office of the Recorder of Deeds in Camden County, Missouri, the Beneficiary may appoint a substitute Trustee, who shall have and possess all the powers, authorities and duties vested in the Trustee by this Deed of Trust. The making of oath or giving of bond by the Trustee or the successor or successors of the Trustee is hereby expressly waived by the Grantor.

13. Events of Default. Any of the following shall constitute an event of default hereunder: (1) any assignment made by the owner of the Property for the benefit of creditors; (2) any appointment of a receiver, liquidator or trustee, of the owner of the Property; (3) the adjudication of such owner to be a bankrupt or insolvent; (4) the filing by such owner of any petition for bankruptcy, reorganization, or arrangement pursuant to the Federal Bankruptcy Act or any similar statute; (5) the institution by such owner of proceedings for the dissolution or liquidation of such owner; (6) any involuntary appointment, adjudication, petition or proceeding, with respect to such owner, if not discharged, stayed or dismissed within sixty (60) days; (7) the failure of Grantor to pay or perform any obligation which is a part of the secured items, or any part thereof, as such obligation becomes due; (8) the failure of Grantor punctually and promptly to perform any covenants, agreements or conditions contained herein; (9) the falsity or inaccuracy of any representation or warranty made by Grantor or any guarantor of Grantor to Beneficiary hereunder or in connection herewith or otherwise; (10) the death or incompetence of Grantor or any guarantor of Grantor; or (11) a material adverse change in the financial condition of Grantor or any guarantor of Grantor.

14. Remedies. If default be made in the performance of the Note or in the performance of this Deed of Trust, then the Beneficiary, at its option, may declare the obligations secured hereby then remaining unpaid, together with all arrearages of interest, immediately due, payable and collectible regardless of maturity, without notice, and this Deed of Trust shall remain in force; and the Trustee may proceed to sell the Property and any and every part thereof, at public venue to the highest bidder for cash at the Front Door of the Court House in Camden County, Missouri, first giving notice of the time and place of sale, a description of the property to be sold by advertisement published as is provided by the laws of the State of Missouri, and upon sale shall execute and deliver a deed of conveyance of the Property sold to the purchaser thereof; and the Trustee shall receive the proceeds of such sale out of which the Trustee shall pay: First, the cost and expenses of executing this trust, including compensation to the Trustee for services, and a reasonable attorneys' fee to the attorneys of the holder of the secured obligation at such sale; and Second, to the Beneficiary, upon the usual vouchers therefor all monies paid for insurance and taxes and judgments upon statutory lien claims, and interest thereon as hereinbefore provided for; and Third, the secured items with interest to the time of such sale; and Fourth, at the option of the Beneficiary, all liens junior to the lien of this Deed of Trust; and Fifth, the balance of such proceeds, if any, shall be paid to the Grantor. Any certificate of title or abstract of title to said real estate furnished in connection with this Deed of Trust shall be delivered and belong to the purchaser at Trustee's sale.

It is further agreed that in case a notice of sale has been begun hereunder, but is discontinued by act or request of the Grantor, Grantor shall pay a Trustee's fee of One Hundred Dollars (\$100.00) as part of the cost incurred.

15. Multiple Grantor. If Grantor consists of more than one party, each Grantor shall be jointly and severally liable under any and all obligations, covenants and agreements of the Grantor contained herein, and each Grantor is and shall remain the agent, with full authority, of all the Grantors in making payments to Beneficiary, in receiving any notice or demand hereunder, in receipting for the Property or any part thereof and in dealing with Beneficiary hereunder.

16. Corporate or Other Entity. If Grantor is a corporation, limited liability company or partnership, Grantor and the individuals executing this Deed of Trust on Grantor's behalf hereby represent and warrant that: (1) Grantor is a corporation, limited liability company or partnership validly organized and existing under and pursuant to the laws of the state indicated in the acknowledgment of Grantor's signature attached hereto and is incorporated in or has authority to do business in Missouri; (2) Grantor has full power and authority to execute and deliver the Note, this Deed of Trust and all instruments related thereto; (3) the officers, members, partners and other representatives of Grantor who are executing and delivering the Note, this Deed of Trust and all instruments related thereto have been duly and lawfully authorized to do so, and the same are legally binding upon and enforceable against Grantor; and (4) all acts, proceedings and things necessary thereto or proper in the premises have been done, taken and performed.

17. Performance of Beneficiary. If Grantor shall fail to perform any of the covenants herein contained, the Beneficiary may perform the same on Grantor's behalf or make advances for such purposes; and Grantor hereby agrees to repay upon demand all sums so advanced on its behalf at the maximum annual interest rate permitted by law, and all sums so advanced with interest as aforesaid shall be secured hereby, but no such advance shall be deemed to relieve the Grantor from any default hereunder.

18. Cumulative Rights. The rights of the Beneficiary arising under the clauses and covenants contained in this Deed of Trust shall be separate, distinct and cumulative, and none of them shall be in exclusion of the others, and no act of the Beneficiary shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

19. UCC Remedies. Grantor grants to Beneficiary a continuing security interest in the following (except that no security interest shall be hereby created in any household goods of Grantor): (1) all personal property now or hereafter owned by Grantor and used or intended to be used in the possession, occupation or enjoyment of the Property; (2) all of Grantor's goods, chattels, furniture, equipment, machinery, parts, tools and special tools together with all additions, attachments, accessories, accessions and repairs thereon and replacements thereof; (3) all cash and non-cash proceeds of the foregoing described in (1) and (2) above, whether immediate or remote; (4) all replacements, additions and substitutions of the foregoing described in (1) and (2) above, and agrees that, in addition to all other rights and remedies granted hereunder, Beneficiary shall have all the rights and remedies granted to a secured party under the Missouri Uniform Commercial Code. Without the written consent of the Beneficiary, no security interest will be created or suffered to be created with respect to any personal property

conveyed by this Deed of Trust. Grantor hereby further grants Beneficiary a continuing security interest in and right to set off against any account Grantor has with Beneficiary, any other Property securing other loans or obligations with Beneficiary and any other property of Grantor now or hereafter in Beneficiary's possession, all as security hereunder.

20. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned to Beneficiary.

21. Trustee. The Trustee covenants faithfully to perform the Trust herein created.

22. Lease to Grantor. The Trustee hereby lets said Property to the Grantor until a default hereunder upon the following terms and conditions, to-wit: the Grantor and every and all persons claiming or possessing such Property, or any part thereof, by, through or under them shall pay rent therefor during said term at the rate of one cent (1¢) per month, payable monthly upon demand, and shall surrender immediate peaceable possession of said Property, and any and every part thereof, upon such default, without notice or demand therefor.

23. Binding Obligation. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors or assigns of the parties hereto, and the term Beneficiary shall include any obligee of the obligations secured hereby or any transferee thereof whether by operation of law or otherwise. Beneficiary may for any reason and at any time assign, pledge, sell, transfer, negotiate, convey or otherwise dispose of the Note, this Deed of Trust and Beneficiary's rights thereunder.

IN WITNESS WHEREOF, the Grantor has caused this Deed of Trust to be duly executed the day and year first above written.

GRANTOR:

By \_\_\_\_\_

By \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:



## THE CLUB AT PORTO CIMA

### BUYER'S ACKNOWLEDGMENT

The undersigned ("Buyer") has executed a contract (the "Sale Contract") to purchase a residence or homesite in the Porto Cima residential community.

Buyer acknowledges that memberships in The Club at Porto Cima (the "Club") are being offered in accordance with The Club at Porto Cima Membership Plan, as amended (the "Membership Plan"). Buyer acknowledges receipt of the Membership Plan.

Buyer acknowledges that the Membership Plan permits Buyer the opportunity to apply for membership in the Club for a period of 60 days from the date of the closing on the purchase of a residence or homesite, provided the Club has reserved memberships for sale. Buyer may apply for membership by submitting a Membership Agreement and the required Membership Deposit to the Club. Buyer is guaranteed that the amount of the Membership Deposit will be locked-in until the end of the 60 day availability period.

Buyer may apply for a membership at a later date only if one is available and not reserved. Buyer acknowledges that the Club at a later date cannot be compelled to issue a reserved membership to Buyer or the subsequent purchasers of the residence or homesite. Buyer further acknowledges that unless acquired during the 60 day period it is highly unlikely that a membership will be made available in the future.

Buyer acknowledges and understands that the 18-hole Jack Nicklaus Signature golf course, driving range and practice facilities, golf clubhouse, yacht clubhouse, tennis courts, swimming pool, and marina facilities (the "Club Facilities") are not common areas of Four Seasons Lakesites Property Owners Association, Inc. (the "Association"), but rather are private property which are owned by The Club at Porto Cima, Inc. (the "Company") in accordance with the Membership Plan. Buyer acknowledges that although the Club Facilities may be deemed open space or recreation area for purposes of applicable zoning ordinances and regulations, the Club Facilities are not owned by the property owners of the Association, and that use of the Club Facilities may only be obtained by acquiring a membership in the Club. Accordingly, the undersigned hereby releases and discharges forever any claims against the Company, the seller, and their affiliates, under the Sale Contract that the undersigned may use the Club Facilities without acquiring a membership and paying any required membership deposit, dues, fees and charges.

For further information on membership in the Club, please contact the Membership Director at (573) 964-3034 or (800) 234-9186 or visit the Membership Office at 133 Clubhouse Drive, Sunrise Beach, Missouri 65079.

This Buyer's Acknowledgment shall survive the closing of the purchase of Buyer's residence or homesite.

\_\_\_\_\_  
«NAME1»

\_\_\_\_\_  
«NAME2»

\_\_\_\_\_  
«NAME3»

\_\_\_\_\_  
«NAME4»

Date: «SDATE»

Contract: «CONT»

**FOUR SEASONS LAKESITES, INC.  
CASH DISCOUNT OPTION LETTER**

DATE: «SDATE»

Purchaser, «NAME1», «NAME2»

Have (has) the option to pay cash for Lot «WEEK», «INVDSC»

within 30 days of the date of this letter. Should the option be exercised the purchaser will receive a five percent (5%) discount on the sale price.

Balance due 0.0 Received on or «SDATE30»  
before

Balance due «TTLBAL» Received after «SDATE30»

The balance due amount must be mailed in the provided envelope to:

Four Seasons Lakesites,  
Inc.  
P.O. Box 430  
Lake Ozark, MO 65049  
Attn: Contracts Dept.

This discount will apply only if the balance due is received by Four Seasons on or before the due date.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Sales Manager \_\_\_\_\_ Date \_\_\_\_\_

BALLOON NOTE  
(Fixed Rate)

**THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.**

\$ \_\_\_\_\_, 20\_\_\_\_

1. Borrower's Promise To Pay. In return for value received, the undersigned, jointly and severally, promise to pay to the order of FOUR SEASONS LAKESITES, INC. (the "Lender") U.S. \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "principal"), plus interest.

2. Interest. Interest rates applicable to this Loan are:

PAD RATE \_\_\_\_\_ percent (\_\_\_\_ %) per annum for all payments made by pre-authorized draft; or

NON-PAD RATE \_\_\_\_\_ percent (\_\_\_\_%) for all other payments.

Interest on this Note will be charged from the date written above on unpaid principal until the full amount of principal has been paid at the  PAD Rate,  Non-PAD Rate (select one), and interest shall be computed on an actual, 365-day year basis.

The rate of interest for this Note, as indicated above, is subject to adjustment at any time during the term of this Note in the event the undersigned terminates or initiates authorization for pre-authorized automatic drafts of its checking or savings account. In the event of termination, the interest rate shall be adjusted to correspond to the "Non-PAD" rate defined above. In the event pre-authorization is initiated, the interest rate shall be adjusted to correspond to the "PAD" rate set forth above. Interest rates shall be adjusted to take effect immediately upon receipt of notice by the undersigned's depository institution receiving same (the "Rate Change Date"). Following each interest rate adjustment, interest shall be paid at the annual rate, as adjusted, until this Note is paid in full or until the rate is again adjusted.

3. Payments. Principal and interest shall be paid for [**insert three (3) or five (5)**] years in equal monthly installments of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) on the \_\_\_\_\_ day of each month beginning on \_\_\_\_\_ with a final monthly payment on \_\_\_\_\_ (the "maturity date"). Each payment will be applied to interest before principal. A balloon payment of the unpaid principal balance of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), interest and any other charges described below that may be owed under this Note shall also be due on the maturity date. The undersigned will make monthly payments at Four Seasons Lakesites, Inc., P.O. Box 1386, Lake Ozark, Missouri 65049 or at a different place if required by the holder of this Note.

4. Borrower's Right To Prepay. Upon written notice to the holder of this Note, the undersigned may prepay the principal amount outstanding in whole or in part without penalty. All prepayments shall be applied first to the payment of accrued interest and second to reduce the amount of principal. A partial prepayment will not change the due date or the amount of the monthly payment unless the holder of this Note agrees in writing to such a change.

5. Loan Charges. If the interest or other loan charges are found to exceed the maximum permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to

reduce the charge to the permitted limit; and (ii) any sums already collected which exceeded permitted limits will be applied to the principal or as a partial prepayment.

6. Borrower's Default.

A. If the holder of this Note has not received the full amount of any monthly payment by the end of fifteen (15) calendar days after the date it is due, the undersigned will pay a late charge to the holder of this Note. The amount of the charge will be five percent (5%) of the undersigned's overdue payment of principal and interest.

B. Failure to pay the full amount of each monthly payment on the date it is due or any interest or penalties under this Note shall result in default.

C. If default is made in the payment of any amounts due, or in the event of the undersigned's breach of any of the terms or conditions of the Sale Contract or Deed of Trust executed as of even date, the holder of this Note may declare the entire outstanding principal and interest immediately due and payable, including any late charges accrued, without notice or demand. The failure of the holder of this Note to exercise its right shall not constitute a waiver of such right.

D. In the event of default by the undersigned in the payment of this Note, the undersigned shall pay all costs and expenses incurred by the holder in enforcing this Note, including attorneys' fees, to the extent not prohibited by applicable law.

7. Obligations Of Persons Under This Note. If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. The holder of this Note may enforce its rights under this Note against each person individually or against all together.

8. Waivers. The undersigned hereby waives the rights of presentment and notice of dishonor. "Presentment" means the right to require the holder of this Note to demand payment of amounts due. "Notice of dishonor" means the right to require the holder of this Note to give notice to other persons that amounts due have not been paid.

9. Secured Note. This Note is secured by a Deed of Trust executed as of even date. Reference is made to that Deed of Trust for conditions of default and other obligations of the undersigned.

Witness the hand(s) and seal(s) of the undersigned.

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Borrower

---

Borrower

Four Seasons Lakesites, Inc. 2121 Bagnell Dam Boulevard Lake Ozark, MO 65049  <b>LENDER'S NAME AND ADDRESS</b>	_____	Lot _____
	-	Subdivision _____
	_____	Phase _____
	-	Date _____
	_____	Loan Amount \$ _____
	-	
	<b>BORROWER'S NAME AND ADDRESS</b>	

**BALLOON NOTE DISCLOSURE  
"YOU" MEANS THE BORROWER**

This disclosure is given to provide information concerning the loan applied for.

This loan is due \_\_\_\_\_ (maturity date). On that date, the entire principal balance of the loan and unpaid interest then due will be payable in full. Because the principal amount of your loan is being amortized over a period of fifteen (15) years, the total of your loan payments over the **[insert three (3) or five (5)]** year term of this loan will not equal the total principal amount borrowed. Therefore, on the maturity date, you will have to make a balloon payment of the remaining principal and interest. Based on the loan for which you have applied, the balloon payment is estimated to be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), assuming all other payments are made when due.

**THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.**

- At least ninety (90), but not more than one hundred twenty (120), days prior to the expected maturity date, the Lender shall send you a notice of maturity with the current estimate of the balloon payment and a reminder of the date it will mature.
- You will be sent a notice of the estimated balloon payment at least \_\_\_\_\_ (\_\_\_\_\_) days before the expected maturity date of your loan.

Even if the Lender is not under any obligation to refinance the balloon payment, it will consider an application to refinance this loan at the time payment is due on the same basis as all other new loan applications.

Applicant(s) acknowledge receipt of a copy of this disclosure on today's date.

\_\_\_\_\_

Contract: «CONT»

**FOUR SEASONS LAKESITES, INC.  
CASH DISCOUNT OPTION LETTER**

DATE: «SDATE»

Purchaser, «NAME1», «NAME2»

Have (has) the option to pay cash for Lot «WEEK», «INVDSC»

within 30 days of the date of this letter. Should the option be exercised the purchaser will receive a five percent (5%) discount on the sale price.

Balance due 0.0 Received on or «SDATE30»  
before

Balance due «TTLBAL» Received after «SDATE30»

The balance due amount must be mailed in the provided envelope to:

Four Seasons Lakesites,  
Inc.  
P.O. Box 430  
Lake Ozark, MO 65049  
Attn: Contracts Dept.

This discount will apply only if the balance due is received by Four Seasons on or before the due date.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Sales Manager \_\_\_\_\_ Date \_\_\_\_\_

**GENERAL WARRANTY DEED**  
(INDIVIDUAL)

*This Deed*, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, **[insert address \_\_\_\_\_]**, of the County of \_\_\_\_\_, State of \_\_\_\_\_ ("Grantor") and FOUR SEASONS LAKESITES, INC., a corporation, organized and existing under the laws of the State of Missouri, with its principal office at P.O. Box 430, 2121 Bagnell Dam Boulevard, Lake Ozark, Missouri, 65049, of the County of Camden, State of Missouri ("Grantee").

*WITNESSETH*, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said Grantee, the receipt of which is hereby acknowledged, does or do by these presents *GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM* unto the said Grantee, the following described real estate, situated in the County of Camden and State of Missouri, to-wit:

All of Lot Number \_\_\_\_ ( \_\_\_\_ ), in \_\_\_\_\_, all as shown on the plat(s) of said subdivision, filed for record in Plat Book No. \_\_\_\_\_ at Page(s) \_\_\_\_, in the Recorder's Office of Camden County, Missouri; subject, however, to the provisions shown on said plat(s), and to all easements, restrictions, conditions and reservations of record, including but not being limited to, those contained in an indenture dated \_\_\_\_\_, \_\_\_\_\_, and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Recorder's Office of Camden County, Missouri (or as now or hereafter amended); and subject further to all existing roadways, electric and telephone lines, whether of record or not of record.

*TO HAVE AND TO HOLD* the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to the successors and assigns of such Grantee forever.

The said Grantor hereby covenanting that said Grantor and the heirs, executors and administrators of such Grantor, shall and will *WARRANT AND DEFEND* the title to the premises unto the said Grantee, and to the successors and assigns of such Grantee forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year \_\_\_\_, and thereafter, and special taxes becoming a lien after the date of this deed.

*IN WITNESS WHEREOF*, the said Grantor has or have hereunto set their hand or hands the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF: MISSOURI     )  
  ) SS  
COUNTY OF: CAMDEN     )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

*IN TESTIMONY WHEREOF*, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:



CONTRACT: «CONT»

**GENERAL WARRANTY DEED**  
(CORPORATION)

*This Deed*, Made and entered into this «NOTED» day of «NOTEW», «NOTEY», by and between: **FOUR SEASONS LAKESITES, INC.**, a corporation, organized and existing under the laws of the State of Missouri with its principal office in the County of Camden, State of Missouri (hereinafter "Grantor"), and «LEGAL1»«LEGAL2», whose address is «ADDR1», «CITY», «STATE» «ZIP», in the county of «COUNTY», State of «STATE» (hereinafter "Grantee").

*WITNESSETH*, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents *GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM* unto the said Grantee, the following described real estate, situated in the County of Camden and State of Missouri, to-wit:

All of Lot Number «WEEK» in «INVDSC», all as shown on the plat(s) of said subdivision filed for record in Plat Book No. «PLATB» at Page(s) «PLATP», in the Recorder's Office of Camden County, Missouri, subject, however, to the provisions shown on said plat(s), and to all easements, restrictions, conditions and reservations of record, including but not being limited to, those contained in the Third Amended and Restated Declaration of Restrictive Covenants dated July 2, 1996 and recorded in Book 431, Page 292, in the Recorder's Office of Camden County, Missouri (or as now or hereafter amended); and subject further to all existing roadways, electric and telephone lines, whether of record or not of record.

*TO HAVE AND TO HOLD* the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to the heirs and assigns of such Grantee forever.

The said Grantor hereby covenanting that it and its successors, shall and will *WARRANT AND DEFEND* the title to the premises unto the said Grantee, and to the heirs and assigns of such Grantee forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2006 and thereafter, and special taxes becoming a lien after the date of this deed.

*IN WITNESS WHEREOF*, the said Grantor has caused these presents to be signed by its President and its corporate seal to be hereunto affixed.

FOUR SEASONS LAKESITES, INC.,  
a Missouri corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

STATE OF: MISSOURI     )  
  ) SS  
COUNTY OF: CAMDEN     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of Four Seasons Lakesites, Inc., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

GOOD FAITH ESTIMATE FOR  
THE COMMUNITIES OF FOUR SEASONS AT SHAWNEE BEND

LENDER: FOUR SEASONS LAKESITES, INC.

The information provided below reflects estimates of the charges which you are likely to incur at the settlement of your loan. The fees listed are estimates – the actual charges may be more or less. Your transaction may not involve a fee for every item listed.

The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 or HUD-1A settlement statement that you will be receiving at settlement. The HUD-1 or HUD-1A settlement statement will show you the actual cost of items paid at settlement.

Item	HUD-1 or HUD-1A	Amount or Range
Loan origination fee	801	0
Loan discount fee	802	0
Appraisal fee	803	0
Credit report	804	0
Inspection fee	805	0
Mortgage broker fee	[Use blank line in 800 Section]	0
CLO access fee	[Use blank line in 800 Section]	0
Tax related service fee	[Use blank line in 800 Section]	0
Interest	901	0
Mortgage insurance premium	902	0
Hazard insurance premiums	903	0
Reserves	1000 – 1005	0
Settlement fee	1101	0
Abstract or title search	1102	0
Title examination	1103	0
Document preparation fee	1105	0
Attorney's fee	1107	0
Title insurance	1108	0
Recording fees	1201	\$69.00 (p.o.c.)
City/County tax stamps	1202	0
State tax	1203	0
Survey	1301	0
Pest inspection	1302	0
Other fees		0

Dated: \_\_\_\_\_

\_\_\_\_\_  
Applicant

FOUR SEASONS LAKESITES, INC.,  
a Missouri corporation

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Authorized Representative

These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974, as amended (RESPA). Additional information can be found in the HUD Special Information Booklet, which is to be provided to you by Four Seasons Lakesites, Inc., if your application is to purchase residential real property and Four Seasons Lakesites, Inc. will take a first lien on the property.

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265 (expires 9/30/2006)

B. Type of Loan

1. [ ] FHA 2. [ ] FmHA 3. [X] Conv. Unins. 4. [ ] VA 5. [ ] Conv. Ins. 6. File Number: 7. Loan Number: 8. Mortgage Insurance Case Number:

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: TO BE FILLED IN E. Name & Address of Seller: Four Seasons Lakesites, Inc. P.O. Box 430 Lake Ozark, MO 65049 F. Name & Address of Lender: Four Seasons Lakesites, Inc. P.O. Box 430 Lake Ozark, MO 65049

G. Property Location: TO BE FILLED IN H. Settlement Agent: Four Seasons Lakesites, Inc. Place of Settlement: Four Seasons Lakesites, Inc. I. Settlement Date: TO BE FILLED IN

Table with columns for Borrower's Transaction (100-303) and Seller's Transaction (400-603). Rows include Gross Amount Due, Adjustments for items paid/unpaid, and Total Paid/Reduction Amount.

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

**L. Settlement Charges**

<b>700. Total Sales/Broker's Commission based on price \$</b>				@	% =	Paid From Borrowers Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:							
701. \$		to					
702. \$		to					
703. Commission paid at Settlement							
704.							
<b>800. Items Payable In Connection With Loan</b>							
801. Loan Origination Fee		%					
802. Loan Discount		%					
803. Appraisal Fee		to					
804. Credit Report		to					
805. Lender's Inspection Fee							
806. Mortgage Insurance Application Fee to							
807. Assumption Fee							
808.							
809.							
810.							
811.							
<b>900. Items Required By Lender To Be Paid In Advance</b>							
901. Interest from	to	@ \$	/day				
902. Mortgage Insurance Premium for			months to				
903. Hazard Insurance Premium for			years to				
904.			years to				
905.							
<b>1000. Reserves Deposited With Lender</b>							
1001. Hazard insurance	months@ \$		per month				
1002. Mortgage insurance	months@ \$		per month				
1003. City property taxes	months@ \$		per month				
1004. County property taxes	months@ \$		per month				
1005. Annual assessments	months@ \$		per month				
1006.	months@ \$		per month				
1007.	months@ \$		per month				
1008.	months@ \$		per month				
<b>1100. Title Charges</b>							
1101. Settlement or closing fee		to					
1102. Abstract or title search		to					
1103. Title examination		to					
1104. Title insurance binder		to					
1105. Document preparation		to					
1106. Notary fees		to					
1107. Attorney's fees		to					
(includes above items numbers: )							
1108. Title insurance		to					
(includes above items numbers: )							
1109. Lender's coverage		\$					
1110. Owner's coverage		\$					
1111.							
1112.							
1113.							
<b>1200. Government Recording and Transfer Charges</b>							
1201. Recording fees: Deed \$			; Mortgage \$				\$69.00 (p.o.c.)
1202. City/county tax/stamps: Deed \$			; Mortgage \$				
1203. State tax/stamps: Deed \$			; Mortgage \$				
1204.							
1205.							
<b>1300. Additional Settlement Charges</b>							
1301. Survey		to					
1302. Pest inspection		to					
1303. Survey							
1304.							
1305.							
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>						<b>-0-</b>	<b>-0-</b>

PURCHASER'S RECEIPT

Name	Lot Number
Address	Subdivision Phase
	Date

I HEREBY ACKNOWLEDGE THAT I HAVE BEEN FURNISHED ORIGINALS OR COPIES OF THE FOLLOWING DOCUMENTS:

INITIAL

- \_\_\_\_ 1. HUD PROPERTY REPORT EFFECTIVE FEBRUARY 15, 2005 IN ADVANCE OF SIGNING THE SALE CONTRACT
- \_\_\_\_ 2. STATE OF \_\_\_\_\_ PUBLIC OFFERING STATEMENT
- \_\_\_\_ 3. COPY OF SALE CONTRACT
- \_\_\_\_ 4. FINANCING CONTINGENCY ADDENDUM
- \_\_\_\_ 5. COPY OF BALLOON NOTE
- \_\_\_\_ 6. COPY OF DEED OF TRUST
- \_\_\_\_ 7. TRUTH-IN-LENDING DISCLOSURES
- \_\_\_\_ 8. BALLOON NOTE DISCLOSURE
- \_\_\_\_ 9. LOAN SERVICING DISCLOSURE STATEMENT
- \_\_\_\_ 10. HUD-1 SETTLEMENT STATEMENT
- \_\_\_\_ 11. HUD INFORMATION "BOOKLET"
- \_\_\_\_ 12. PRIVACY POLICY STATEMENT
- \_\_\_\_ 13. CASH DISCOUNT OPTION LETTER
- \_\_\_\_ 14. THIRD AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS OF FOUR SEASONS LAKESITES, INC.
- \_\_\_\_ 15. PLAT MAP
- \_\_\_\_ 16. APPLICATION FOR PROPERTY OWNER CARDS
- \_\_\_\_ 17. THE CLUB AT PORTO CIMA BUYER'S ACKNOWLEDGMENT
- \_\_\_\_ 18. PORTO CIMA MEMBERSHIP PACKAGE

Purchaser	Purchaser
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# Privacy Policy

# Privacy Policy



## **This notice applies to:**

Four Seasons Group, Inc.  
Four Seasons Lakesites, Inc.  
The Club at Porto Cima, Inc.

## **Please direct inquiries to:**

Privacy Notice  
P.O. Box 430  
Lake Ozark, MO 65049

To view this notice online, visit  
[www.4seasonsresort.com](http://www.4seasonsresort.com)

We take very seriously our obligation to protect the personal information you share with us. "Personal information" means information that identifies you personally and is not otherwise available to the public. It may include personal financial information, such as credit history, income and employment history.

### ***Information We May Collect and From Whom***

We collect personal information about you to offer you financing for lots, timeshares, interval estates, residential real estate and home building. The type of information we collect and the extent to which it is used varies depending on the products or services you purchase from us.

We may obtain information about you from applications and other forms you submit to us, from your transactions and dealings with us and others, from consumer reporting agencies, and from other sources, such as our Web site.

### ***For example:***

- We may obtain information such as your name, address, telephone number, social security number, taxpayer identification number, assets and income from applications and other forms you submit to us.
- We may obtain information such as payment history from your transactions and other dealings with us and others.
- We may obtain information such as creditworthiness or credit history from consumer reporting agencies.
- We may obtain information based on your use of our Web site such as the name of your Internet Service Provider (ISP), your Internet Protocol (IP) address, your computer's operating system and Web browser, and your use of the information, products and services offered via our Web site.

### ***Information We May Disclose***

In the course of our conducting our business there are circumstances in which we may disclose to other parties the information we collect about you, as described above. These disclosures are only made as permitted or required by law, such as disclosures to affiliates, lending institutions and organizations that perform services or functions on our behalf to serve you and to regulatory, law enforcement and governmental authorities.

For example, we may disclose all of the information we collect, as described above, to the property owners association, financial companies or organizations that perform administrative services for us, our accountants, our attorneys or to state and federal agencies governing the sale of our product.

When information is disclosed to a third party to perform services or functions on our behalf, we expect them to adhere to procedures and practices that maintain the confidentiality of your personal information, to use the information only for the limited purpose for which it was shared, and to abide by all applicable privacy laws.

### ***Confidentiality and Security***

We restrict access to information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards to protect your information.

### ***Further Information***

We may change our privacy policy at any time. As long as you remain a customer, we will notify you of any modifications as required by law. Should your relationship with us end, we will continue to limit disclosures of your information in accordance with our stated privacy policy.

FINANCING CONTINGENCY ADDENDUM  
TO  
FOUR SEASONS LAKESITES, INC.  
LOT SALE CONTRACT

This Financing Contingency Addendum executed by and between FOUR SEASONS LAKESITES, INC. ("SELLER"), and the below identified buyer(s) ("BUYER", jointly and severally, without regard to gender) modifies the Lot Sale Contract ("Sale Contract") executed by SELLER and BUYER as of even date. All capitalized terms used herein shall have the same meanings as set forth in the Sale Contract.

BUYER(S): \_\_\_\_\_

LOT: \_\_\_\_\_

SUBDIVISION: \_\_\_\_\_

1. Contingency. The closing of this Sale Contract is contingent upon the ability of SELLER to provide financing on terms as set forth in this Paragraph 1 at Closing. If financing cannot be obtained, then either SELLER or BUYER may cancel the Sale Contract and BUYER's Down Payment will be refunded as set forth below.

a. Term. The Buyer Note shall be for a term of three (3) or five (5) years amortized over fifteen (15) years and a balloon payment after three (3) or five (5) years.

b. Interest Rate. As of September 29, 2005, the interest rate for the Buyer Note is eight percent (8%) for a three (3) year Buyer Note or eight and seventy-five one hundredths percent (8.75%) for a five (5) year Buyer Note.

c. Minimum Down Payment. The minimum total Down Payment is ten percent (10%).

d. Pre-Authorized Drafts. The interest rate of eight percent (8%) for a three (3) year Buyer Note or eight and seventy-five one hundredths percent (8.75%) for a five (5) year Buyer Note is for PAD (Pre-Authorized Drafts). If BUYER elects not to use PAD or closes the PAD during the term of the Buyer Note, the interest rate will increase to eight and twenty-five one hundredths percent (8.25%) for a three (3) year Buyer Note or nine percent (9%) for a five (5) year Buyer Note.

e. Lender Approval. BUYER's loan portfolio, including but not limited to its note, deed of trust, guaranties, credit application, credit report and all other loan documents, must be reviewed and approved by SELLER's lender.

2. Closing. The date for Closing set forth in the Sale Contract may be extended without notice to BUYER in order to enable SELLER's lender to complete its review of BUYER's loan documents and to accommodate any additional requests as might be made by lender.



3. Termination of the Sale Contract. If SELLER is unable to provide financing on the terms set forth in Paragraph 1 above for any reason, either party may terminate the Sale Contract and SELLER shall return BUYER's Initial Cash Deposit and any additional Down Payment (together, the "Down Payment"). Upon refund of the Down Payment, both SELLER and BUYER will be released from the terms of the Sale Contract and the Sale Contract shall thereafter be null and void. BUYER agrees that if more than one (1) person or entity is listed on the Sale Contract as the BUYER, SELLER shall be obligated to return the full Down Payment amount to only one (1) of the listed persons. BUYER agrees that once the Down Payment has been disbursed to one (1) listed BUYER, that BUYER will indemnify and hold SELLER harmless for any claims, damages or causes of action of additional persons or entities listed as BUYER for the return of the Down Payment.

4. Cash at Closing. Nothing herein shall prevent BUYER from paying cash at Closing or providing his or her own financing.

5. Cancellation Rights. Nothing herein shall be construed to extend BUYER's right to cancel the Sale Contract as set forth therein.

IN WITNESS WHEREOF, BUYER and SELLER have executed this Financing Contingency Addendum as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BUYER: \_\_\_\_\_

FOUR SEASONS LAKESITES, INC.,  
a Missouri corporation

BUYER: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_

Authorized Representative

ADDENDUM TO SALE CONTRACT

TO BE USED IN CONNECTION WITH SALES TO ILLINOIS BUYERS

This Addendum to Sale Contract is executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between FOUR SEASONS LAKESITES, INC. ("SELLER") and \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
("BUYER" or "You", jointly and severally, without regard to gender) and modifies the Sale Contract executed by SELLER and BUYER as of even date.

**NOTICE**

**IF YOU RECEIVED A COPY OF THE ILLINOIS PUBLIC PROPERTY REPORT PRIOR TO SIGNING A CONTRACT OR AGREEMENT, YOU MAY CANCEL YOUR CONTRACT OR AGREEMENT BY GIVING NOTICE TO THE SELLER ANY TIME BEFORE MIDNIGHT OF THE SEVENTH (7TH) DAY FOLLOWING THE SIGNING OF THE CONTRACT OR AGREEMENT.**

**IF YOU DID NOT RECEIVE A COPY OF THE ILLINOIS PUBLIC PROPERTY REPORT BEFORE YOU SIGNED THIS CONTRACT OR AGREEMENT, YOU MAY CANCEL THE CONTRACT OR AGREEMENT FOR TWO (2) YEARS FROM THE DATE OF SIGNING THIS SALE CONTRACT.**

BUYER \_\_\_\_\_

BUYER \_\_\_\_\_

BUYER \_\_\_\_\_

BUYER \_\_\_\_\_

SALES MANAGER:  
\_\_\_\_\_

FOUR SEASONS LAKESITES, INC.,  
a Missouri corporation

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Authorized Representative

RECEIPT, AGENT CERTIFICATION AND CANCELLATION PAGE

**PURCHASER'S RECEIPT**  
**IMPORTANT: READ CAREFULLY**

NAME OF SUBDIVISION: THE COMMUNITIES OF FOUR SEASONS  
DATE OF REPORT: JULY 28, 2005

The Developer must give you a copy of this Iowa Public Offering Statement and give you an opportunity to read it before you sign any contract or agreement. By signing this receipt, you acknowledge that you have received a copy of the Developer's Iowa Public Offering Statement.

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**AGENT CERTIFICATION**

I certify that I have made no representations to the person(s) receiving this Iowa Public Offering Statement which are contrary to the information contained in this Iowa Public Offering Statement.

Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_

Name of Salesperson \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

ADDENDUM TO SALE CONTRACT

TO BE USED IN CONNECTION WITH SALES TO KANSAS BUYERS

This Addendum to Sale Contract is executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between FOUR SEASONS LAKESITES, INC. ("SELLER") and \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
("BUYER", jointly and severally, without regard to gender) and modifies the Sale Contract executed by SELLER and BUYER as of even date.

SELLER is required to inform you that residents of the State of Kansas have rights for legal recourse against the SELLER under the Kansas Uniform Land Sales Practices Act which may not be affected by the arbitration provisions contained in Paragraph 8 of the Sale Contract.

**NOTICE**

**IF BUYER DID NOT RECEIVE A COPY OF THE KANSAS PUBLIC OFFERING STATEMENT PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE KANSAS UNIFORM LAND SALES PRACTICES ACT MORE THAN FORTY-EIGHT (48) HOURS BEFORE SIGNING THE SALE CONTRACT, BUYER SHALL HAVE THE UNCONDITIONAL OPTION TO REVOKE THE SALE CONTRACT FOR FORTY-EIGHT (48) HOURS FROM THE TIME OF SIGNING THE SALE CONTRACT.**

BUYER \_\_\_\_\_

BUYER \_\_\_\_\_

BUYER \_\_\_\_\_

BUYER \_\_\_\_\_

SALES MANAGER:

FOUR SEASONS LAKESITES, INC.,  
a Missouri corporation

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Authorized Representative

ADDENDUM TO SALE CONTRACT

TO BE USED IN CONNECTION WITH SALES TO NEBRASKA BUYERS

This Addendum to Sale Contract is executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between FOUR SEASONS LAKESITES, INC. ("SELLER") and \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
("BUYER", jointly and severally, without regard to gender) and modifies the Sale Contract executed by SELLER and BUYER as of even date.

SELLER is required to inform you that residents of the State of Nebraska have the rights listed below pursuant to Section 81-885.34(10) of the Nebraska Real Estate License Act and Rules and Regulations.

1. If you did not see the Property prior to signing the Sale Contract, you are entitled to rescind the Sale Contract for up to fourteen (14) days after the day you inspect the Property, and receive an unconditional refund of all payments made under the Sale Contract prior to your inspecting the Property, so long as you inspect the Property within four (4) months of your signing the Sale Contract.

2. Pursuant to Nebraska law, the right of recovery of the SELLER and its assignees is limited to the remedy of foreclosure without a deficiency judgment against the BUYER.

BUYER \_\_\_\_\_

BUYER \_\_\_\_\_

BUYER \_\_\_\_\_

BUYER \_\_\_\_\_

SALES MANAGER:

FOUR SEASONS LAKESITES, INC.,  
a Missouri corporation

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Authorized Representative