

HERITAGE RIDGE
PURCHASE AGREEMENT

TJN, LLC, a Michigan Limited Liability Company ("Developer"), whose address is 13189 Acacia Drive, Grand Haven, Michigan 49417, hereby agrees to sell, and _____ and _____, whose address is _____

_____ ("Purchaser"), hereby agrees to purchase, on the terms and subject to the conditions set forth in this Agreement, Unit Number _____ (the "Unit") at Heritage Ridge (the "Condominium"), a condominium located in the Township of Fruitland, Muskegon County, Michigan.

1. Purchase Price; Deposit. The purchase price for Unit Number ____, located as indicated on the site plan for Heritage Ridge, which Purchaser acknowledges he has examined, together with an undivided interest in the common elements appertaining thereto, shall be _____ (\$ _____) Dollars, payable in full upon execution and delivery of a Warranty Deed.

To evidence his good faith, Purchaser has deposited with Developer the sum of \$ _____, which shall be held in escrow as provided in Paragraph 2 below and applied to the purchase price at closing.

Purchaser agrees that, in addition to the purchase price above mentioned, he will be liable for his proportionate share of the Association assessments for maintenance, repair, replacement and other expenses of administration as outlined in the Condominium Bylaws of Heritage Ridge Association.

2. Escrow of Funds. Developer and Purchaser hereby agree that all amounts received by Developer under this Agreement shall be deposited in an escrow account with Chicago Title Insurance Company ("Escrow Agent") in accordance with the Michigan Condominium Act, and pursuant to the terms of an Escrow Agreement between Developer and Escrow Agent, a copy of which is attached hereto and incorporated by reference herein. If Purchaser withdraws from this Agreement in accordance with Paragraph 4 below, all amounts deposited with Escrow Agent under this Agreement shall be returned to Purchaser within three (3) business days in full satisfaction of all rights of Purchaser, and thereupon this Agreement, and all rights and liabilities of Purchaser and Developer hereunder, shall be terminated. After the expiration of the withdrawal period described in Paragraph 4 below, Developer is not required to retain sufficient funds in escrow after closing.

3. Plan and Purpose. Heritage Ridge Association has been established by the Developer as a Michigan nonprofit corporation for the purpose of operating and maintaining the common elements of the Condominium. Each co-owner will be a member of the Association and will be subject to the Bylaws and regulations thereof. A representative of the person or persons owning each unit will be entitled to one (1) vote in the affairs of the Association, the value of

which shall equal the percentage allocated to the unit owned by such co-owner in the Master Deed. Purchaser hereby agrees to abide by the terms, provisions, declarations, covenants and restrictions contained in the Master Deed, Bylaws and Condominium Subdivision Plan of Heritage Ridge and the Articles of Incorporation, Bylaws, and Rules and Regulations, if any, of the Heritage Ridge Association (hereinafter collectively called the "Condominium Documents"), the contents of which are as Developer, in its sole discretion, has determined appropriate, but which are in compliance with the Michigan Condominium Act.

4. Receipt of Documents; Withdrawal. On the date set forth in the Acknowledgment which is attached hereto and incorporated by reference herein (the "Document Receipt Date"), Purchaser received from Developer:

- (a) Copies of the Condominium Documents, including the recorded Master Deed;
- (b) A copy of this Agreement in a form which was complete and ready for signature by Purchaser together with a copy of the Escrow Agreement;
- (c) A Condominium Buyers Handbook as required by Section 84a of the Condominium Act;
- (d) An explanation form pursuant to Section 84a of the Condominium Act; and
- (e) A Disclosure Statement for Heritage Ridge.

Purchaser may withdraw from this Agreement without cause and without penalty if the withdrawal is made by written notice to Developer before the conveyance of title to the Unit as described in Paragraph 2 above, and within nine (9) business days after the Document Receipt Date. Immediately after Purchaser's withdrawal from this Agreement, Purchaser shall execute and mail or deliver to Escrow Agent a Certificate in the form attached hereto as Exhibit A. For purposes of any release of funds held by Escrow Agent, Purchaser's withdrawal shall not be effective until such Certificate has been received by Escrow Agent at the following address:

Chicago Title Insurance Company
1475 Robbins Road, Suite 150
Grand Haven, MI 49417

For all other purposes, Purchaser's withdrawal shall be effective upon mailing or personal delivery of a written notice to Developer. If Purchaser does not withdraw, this Agreement shall become binding upon the expiration of nine (9) business days after the Document Receipt Date. The calculation of the nine (9) business-day withdrawal period shall include the Document Receipt Date if such date is a business day. The term "business day" as used in this Agreement means a day other than a Sunday or legal holiday.

5. Conveyance of Title. Developer agrees to convey to Purchaser good and marketable title by warranty deed to the Unit subject to: (a) easements, covenants and restrictions of record; (b) all governmental limitations, acts of Purchaser and the Condominium Documents; and (c) all installments of any special or supplemental assessment that are not at the time of the conveyance due and payable. Purchaser agrees to consummate the purchase of the Unit from Developer

within ten (10) days after Developer has notified Purchaser in writing that it is prepared to tender title and possession. It is understood that Purchaser will, at the time title is conveyed to him, pay all mortgage costs and such other closing costs as are customarily paid by the purchasers of comparable real estate in this jurisdiction. There shall be no pro-ration of real estate taxes. Developer shall be responsible for paying all taxes which become due and payable prior to the date of this Agreement, and Purchaser shall be responsible for all taxes which become due and payable on or after the date of this Agreement. Purchaser shall also be responsible for paying any special taxes or assessments, or any installments thereof, for improvements not completed as of the date of this Agreement. If the real property tax bills relative to the condominium property have not yet been split into separate tax bills for each unit by the local tax assessor, Developer may require Purchaser to pay into an escrow account to be maintained by the Association an amount equal to Purchaser's estimated share of real estate taxes with respect to the condominium project which will next fall due.

An amount equal to two (2) months' estimated maintenance assessment shall be paid by Purchaser to the Association at the time of closing, as a working capital deposit, and this payment shall not act as a credit against any future assessment. Purchaser shall also, if required by Developer, make a proportionate contribution to the Association's insurance reserve at the time of closing. Within a reasonable time after closing, Developer, at its expense, will furnish Purchaser with an owner's title insurance policy issued by Chicago Title Insurance Company in a face amount equal to the purchase price of the Unit, subject to the general printed exceptions contained in the policy and the permissible title exceptions hereinabove stated. A commitment to issue this title insurance policy from Chicago Title Insurance Company will be delivered by Developer to Purchaser at or before closing. This commitment shall be conclusive evidence that good and merchantable title is being conveyed to Purchaser. If the commitment shows a defect in Developer's title, Developer shall have sixty (60) days to cure said defect. If Developer fails to clear its title within sixty (60) days, then, at the option of Purchaser, this Agreement shall become null and void and all amounts deposited with Escrow Agent under this Agreement shall be returned to Purchaser.

6. Cancellation Rights of Developer. It is understood that Purchaser's credit is subject to approval by Developer and by any proposed mortgagee. In the event Developer or such mortgagee determines that Purchaser does not have adequate credit for participation in this project, then all amounts deposited with Escrow Agent under this Agreement shall be returned to Purchaser in full satisfaction of any rights of Purchaser, and thereupon this Agreement and all rights and liabilities of Purchaser and Developer hereunder shall be terminated.

7. Assignment. This Agreement is not otherwise assignable by Purchaser.

8. Default.

If the Purchaser shall default in any of his obligations under this Agreement and such default shall continue for ten (10) days following written notice from Developer, then, at the option of the Developer, all rights of Purchaser under this Agreement shall immediately terminate. If Purchaser's rights are terminated after this Agreement becomes binding in accordance with Paragraph 4 above, an amount paid toward the purchase price shall be retained by the Developer as liquidated damages; provided, however, that such liquidated damages shall in no event exceed ten percent (10%) of the purchase price specified in Paragraph 1 hereof. In

lieu of accepting such liquidated damages, Developer may pursue such other legal and equitable remedies as may be available to it, including the right (which is hereby granted) to have this Agreement specifically enforced. If Purchaser's rights terminate before this Agreement becomes binding in accordance with Paragraph 4 above all sums paid by Purchaser shall be returned to him and all rights and liabilities of Purchaser and Developer under this Agreement shall be terminated.

If Developer shall default in its obligations under this Agreement, and such default shall continue for ten (10) days following written notice from Purchaser, then, at the option of the Purchaser, he shall be entitled to return of his deposit in full satisfaction of any claims hereunder, or in lieu of accepting the return of such deposit, Purchaser may pursue such other legal and equitable remedies as may be available to him.

9. No Warranties. Purchaser acknowledges an adequate opportunity to inspect the Unit and that he is taking the Unit in an "as is, where is" condition with all faults, without any warranties whatsoever by Developer.

10. Arbitration of Claims. At the exclusive option of Purchaser, any claim which might be the subject of a civil action against Developer which involves an amount less than \$2,500, and arises out of or relates to this Purchase Agreement or the Unit or the project to which this Agreement relates, shall be settled by binding arbitration conducted by The West Michigan Lakeshore Association of Realtors or another body mutually agreeable. The arbitration shall be conducted in accordance with applicable law and the currently applicable rules of the American Arbitration Association. Judgment upon the award rendered by arbitration may be entered in a circuit court of appropriate jurisdiction.

11. Oral Representations Not to Be Relied Upon. This Agreement constitutes the entire agreement between the parties, and there are no other agreements, oral or written, relating to this transaction. No oral representations or statements shall be considered a part hereof. This Agreement may not be amended, modified or changed except by written agreement signed by both Developer and Purchaser.

12. Broker Disclosure. It is understood and acknowledged that the principals of TJN, LLC have disclosed that they are both licensed real estate brokers in the State of Michigan.

13. Notices. All notices required or permitted hereunder and all notices of change of address shall be in writing and shall be deemed sufficient if personally delivered or sent by ordinary first-class mail or by registered or certified mail, postage prepaid, addressed to the recipient party at the address shown below such party's signature to this Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

14. Usage of Terms. The pronouns and relative words herein used are written in the masculine and singular only. If the purchase is joint or by a woman or a business entity, such words shall be read as if written in plural or as appropriate in the circumstances.

15. Partial Invalidity. The invalidation of any portion of this Purchase Agreement shall not affect the validity of the remainder.

16. Binding Effect. This Agreement shall supersede any and all previous agreements between Developer and Purchaser with respect to the Unit and bind Developer and Purchaser, and their respective heirs, personal representatives, administrators, executors, assigns and successors.

17. Additional Provisions. _____

This Agreement is executed by the parties on the _____ of _____, 2006.

DEVELOPER:
TJN, LLC

PURCHASER:

By: _____
Joseph A. Nadeau

By: _____
Thomas A. Nadeau

Address:
13189 Acacia Drive
Grand Haven, MI 49417
Telephone: (616) 847-2841

Address:

Telephone: _____

**HERITAGE RIDGE
EXHIBIT A
PURCHASE AGREEMENT**

PURCHASER'S CERTIFICATE

WHEREAS, _____ and _____
(APurchaser "), on _____, 2006 entered into a Preliminary
Reservation Agreement and/or Purchase Agreement ("Agreement") with TJN, LLC
("Developer"), in respect to Unit No. _____ of Heritage Ridge, a condominium project located in
Fruitland Township, Muskegon County, Michigan; and

WHEREAS, all amounts received by Developer under such Agreement have been
deposited in an escrow account with Chicago Title Insurance Company ("Escrow Agent") in
accordance with the Michigan Condominium Act, and pursuant to the terms of an Escrow
Agreement between Developer and Escrow Agent; and

WHEREAS, such Escrow Agreement provides that the funds held by Escrow Agent with
respect to Purchaser shall be released to Purchaser only upon satisfaction of certain specified
conditions; and

WHEREAS, Purchaser, by executing and delivering this Certificate, desires to certify that
one of such specified conditions has occurred;

ACCORDINGLY, Purchaser hereby certifies to Escrow Agent that all of the conditions
indicated by an "X" below have occurred, and Purchaser therefore requests that Escrow Agent
release to Purchaser all funds held in escrow pursuant to the Agreement:

_____ CANCELLATION OF PRELIMINARY RESERVATION AGREEMENT. Purchaser
has executed a Preliminary Reservation Agreement, but has not executed a Purchase Agreement,
and Purchaser has canceled such Agreement.

_____ WITHDRAWAL FROM PURCHASE AGREEMENT. Purchaser has executed a
Purchase Agreement, and has withdrawn from such Agreement within the withdrawal period
described therein.

_____ MORTGAGE CONTINGENCY. A mortgage contingency is provided for in the
Agreement, and Purchaser has failed or has been unable to obtain a mortgage within the period
described therein.

_____ FAILURE TO CONVEY TITLE. Developer has failed to convey good and
merchantable title to Purchaser within sixty (60) days After the issuance of a title commitment in
respect of the unit to be sold to Purchaser.

This Certificate has been signed by Purchaser on this _____ day of _____, 2006.

Purchaser

Purchaser

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing Certificate was subscribed and sworn to before me this ____ day of _____, 2006 by _____ and _____.

Notary Public
State of Michigan, County of _____
My commission expires: _____
Acting in the County of _____