
ELEVENTH AMENDMENT

TO

OFFERING PLAN OF

RIVERWATCH CONDOMINIUM

(f/k/a Tower At Greystone Condominium)

**Premises at
1020 Warburton Avenue
Greystone-On-Hudson
Yonkers, New York 10701
in the County of Westchester**

Dated: June 17, 2010

THIS AMENDMENT MODIFIES AND SUPPLEMENTS THE TERMS OF THE ORIGINAL OFFERING PLAN DATED AUGUST 17, 2006, AS AMENDED BY A FIRST AMENDMENT DATED NOVEMBER 1, 2006, A SECOND AMENDMENT DATED NOVEMBER 15, 2006, A THIRD AMENDMENT DATED JANUARY 29, 2007 A FOURTH AMENDMENT DATED MARCH 20, 2007, A FIFTH AMENDMENT DATED APRIL 13, 2007, A SIXTH AMENDMENT DATED JUNE 6, 2007, A SEVENTH AMENDMENT DATED AUGUST 2, 2007, AN EIGHTH AMENDMENT DATED FEBRUARY 13, 2008, A NINTH AMENDMENT DATED JUNE 5, 2008 AND A TENTH AMENDMENT DATED JULY 30, 2009 (COLLECTIVELY, THE "PLAN"), AND SHOULD BE READ IN CONJUNCTION THEREWITH.

RIVERWATCH CONDOMINIUM

(f/k/a Tower At Greystone Condominium)

Premises at
1020 Warburton Avenue
Greystone-On-Hudson
Yonkers, New York 10701

SPONSOR:

GDC GREYSTONE, LLC
100 Summit Lake Drive
Valhalla, NY 10595

SELLING AGENT:

GDC Sales and Marketing, LLC
100 Summit Lake Drive
Valhalla, NY 10595

**ELEVENTH AMENDMENT TO OFFERING PLAN
OF
RIVERWATCH CONDOMINIUM**

This Amendment modifies and supplements the terms of the original Offering Plan dated August 17, 2006, as amended by a First Amendment dated November 1, 2006, a Second Amendment dated November 15, 2006, a Third Amendment dated January 29, 2007, a Fourth Amendment dated March 20, 2007, a Fifth Amendment dated April 13, 2007, a Sixth Amendment dated June 6, 2007, a Seventh Amendment dated August 2, 2007, an Eighth Amendment dated February 13, 2008, a Ninth Amendment dated June 5, 2008 and a Tenth Amendment dated July 30, 2009 (collectively, the "Plan") and should be read in conjunction therewith.

1. SALE OF UNSOLD PARKING SPACE UNITS:

Sponsor currently owns the Unsold Parking Space Units set forth in Schedule A annexed hereto and made a part hereof. All Unit Owners shall have the right to buy any number of Unsold Parking Space Units on a first come first serve basis for a purchase price of Three Thousand and 00/100 (\$3,000.00) Dollars per space, provided that no less than ten (10) of the Unsold Parking Space Units are sold at

that price within thirty (30) days after the Presentation Date of this Amendment (the "Reduced Price Offer Period"). Any Unit Owner wishing to purchase one or more Unsold Parking Space Units must execute and deliver to Sponsor a purchase agreement for such Unsold Parking Space Unit(s) in the form attached hereto as Exhibit B. No such purchase agreement shall be of any force or effect, however, until Sponsor has executed and delivered to the Unit Owner an original counterpart thereof. The Closing of Title to any Unsold Parking Space Units must occur on or before the last day of the Reduced Price Offer Period. At Closing, the Unit Owner shall receive a deed to the Unsold Parking Space Unit(s) being purchased, which deed shall be in substantially the same form as the deed set forth in Part II of the Plan. Prior to the Closing of Title to the 10th Unsold Parking Space Unit, the Closing of Title to any Unsold Parking Space Unit shall be done in escrow whereby the purchase price for, and the deed to, as well as any other Closing documents and checks, shall be held in escrow by Ginsburg & Redmond, P.C., the Escrow Agent set forth in the Plan, until such time as the earlier of the Closing of Title to at least 10 Unsold Parking Space Units or expiration of the Reduced Price Offer Period has occurred. Upon the Closing of Title to the 10th Unsold Parking Space Unit, all documents and checks delivered in connection with the prior Closing of Title to any other Unsold Parking Space Units shall be released from escrow and delivered to the respective parties entitled to the same. If the Closing of Title to at least 10 Unsold Parking Space Units has not occurred within the Reduced Price Offer Period (which Period may be extended for an additional thirty (30) days in Sponsor's sole and absolute discretion by a duly filed Amendment to the Plan), then, in such event, any sums held in escrow shall be returned to the party that tendered them, any purchase agreement for an Unsold Parking Space Unit automatically shall be deemed null and void and of no force or effect and any deeds and other closing documents shall be destroyed. Upon the expiration of the Reduced Price Offer Period or any extension thereof, Sponsor shall amend the Plan to set forth whether the required minimum number of Unsold Parking Space Units were sold. The Terms of Sale and Closing Costs and Adjustments set forth in pages 100-109 of the Plan shall generally apply to the sale of the Parking Space Units. Sponsor reserves the right, in its sole discretion, to limit the number of, and allocate the particular, Unsold Parking Space Units to be sold at the reduced price set forth herein during the Reduced Offer Period, provided that the number of Unsold Parking Space Units that may be sold pursuant to the terms hereof shall not be less than 10. At the Closing of Title to an Unsold Parking Space Unit, the purchaser thereof shall pay 50% of the cost charged by the Sponsor's Attorney for such Closing, which amount shall be payable to the Sponsor's Attorney and shall not exceed \$250.00.

2. PLAN AS AMENDED BY THIS ELEVENTH AMENDMENT IS INCORPORATED BY REFERENCE:

The Plan, as modified and supplemented hereby, is incorporated by reference with the same effect as if set forth in this Amendment at length. Accordingly, all provisions, schedules and exhibits previously contained in the Plan and all prior Amendments thereto shall be deemed amended to reflect the provisions contained herein.

3. **EXTENSION:**

The Plan may be used for six (6) months from the date this Eleventh Amendment is duly accepted for filing and thereafter said date is to be extended in a further amendment to be filed.

4. **DEFINITION OF TERMS:**

All of the terms used in this Eleventh Amendment not otherwise defined herein shall have the same meaning ascribed to them in the Plan.

5. **NO OTHER MATERIAL CHANGES:**

There have been no material changes in the Plan except as set forth in this Eleventh Amendment to the Plan.

Dated: Valhalla, New York
June 17, 2010

SPONSOR:

GDC GREYSTONE, LLC

Exhibit A

[Schedule A for Parking Space Units]

Exhibit B

[Purchase Agmt for Parking Space Units]

PURCHASE AGREEMENT FOR PARKING SPACE UNITS

**RIVERWATCH CONDOMINIUM
(f/k/a TOWER AT GREYSTONE CONDOMINIUM)
(To be executed in Quadruplicate)**

Parking Space No.: _____

Residential Common Interest: _____% General Common Interest: _____

The "**Sponsor**" is GDC GREYSTONE, LLC, a New York Limited Liability Company with an office at 100 Summit Lake Drive, Valhalla, New York 10595.

Purchaser: _____
Address: _____

Telephone (Home): _____ (Office): _____

Total Purchase Price: \$3,000.00
Downpayment: \$ 0.00
Balance Due: \$3,000.00

Closing Date: _____

Purchaser's Attorney: _____

Tel: _____ Fax: _____

"Sponsor's Attorney" is Ginsburg & Redmond, P.C., 245 Saw Mill River Road, 2nd Floor, Hawthorne, New York 10532; Telephone (914) 495-3515.

Purchaser's Social Security #(s): _____

Broker (if any): None

Number of Amendments to Plan: 11

PURCHASE AGREEMENT FOR PARKING SPACE UNITS

AGREEMENT (this "Agreement") made this ____ day of _____, 200__, by and between Sponsor as designated on Page 1 of this Agreement and the Purchaser or Purchasers (hereinafter referred to collectively as the "Purchaser") named on Page 1 of this Agreement.

WITNESSETH:

1. **The Plan.** Purchaser acknowledges having received a copy of the Offering Plan for Condominium Ownership of the premises known as the **RIVERWATCH CONDOMINIUM (f/k/a TOWER AT GREYSTONE CONDOMINIUM)**, located at 1020 Warburton Avenue, Greystone-on-Hudson, in the City of Yonkers, County of Westchester and State of New York, and all amendments thereto filed with the Department of Law of the State of New York as set forth on Page 1 of this Agreement (collectively, the "Plan"). Purchaser acknowledges having reviewed the Plan at least three (3) business days prior to the date of this Agreement. The Plan, as may be amended, is incorporated into this Agreement by reference and made a part of this Agreement with the same force and effect as if fully set forth at length herein. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern.

2. **Definitions.** Terms used in this Agreement which are also used in the Plan shall have the same meanings in this Agreement as in the Plan, unless the context otherwise requires.

3. **The Unit.** Sponsor agrees to sell and convey, and Purchaser agrees to Purchase, the Parking Space Unit (the "Parking Space Unit") and its undivided interest in the Common Elements designated on page 1 of this Agreement (collectively referred to herein as the "Unit"), upon and subject to the terms and conditions set forth herein. The Plan sets forth which parking spaces in the Building constitute individual condominium units and those that consist of Limit Common Elements.

4. **Purchase Price.**

4.1 The Purchase price (the "Purchase Price") is the Total Purchase Price set forth on Page 1 of this Agreement. The Purchase Price is payable in cash or by good unendorsed certified check of Purchaser, official bank check or attorney escrow/trust check upon the closing of title as hereinafter provided.

4.2 All checks shall be drawn on a New York bank or trust company which is a member of the New York Clearing House Association. All checks in payment of the Purchase Price shall be made payable in such manner and to whomsoever Sponsor shall so direct.

4.3 All checks delivered to Sponsor pursuant to this Purchase Agreement and the Offering Plan will be accepted subject to collection. This Paragraph 4.3 shall survive the closing of title or earlier termination of this Agreement.

4.4 Purchaser's obligation to pay the entire amount of the Purchase Price, as shown on Page 1 of this Agreement, any other sums due Sponsor under this Agreement or any present or future rider hereto, shall survive the closing and shall be subject to .05% interest for each day or portion thereof that any such amount remains due and owing as of the closing date until paid in full.

5. **Closing of Title.**

5.1 The closing of title shall occur on or before the date set forth on page 1 of this Agreement, subject to the terms of the Plan.

5.2 The terms, "**closing**", "**closing date**" or "**closing of title**" or words of similar import, whenever used herein, shall mean the date set forth on page 1 of this Agreement, or any earlier date or any date within thirty (30) days thereafter as may be designated by Sponsor on which the Deed to the Unit is to be delivered to Purchaser.

6. **Delivery of the Deed and Power of Attorney to the Condominium Board.**

6.1 At the closing of title, Sponsor shall deliver to Purchaser a Bargain and Sale Deed with Covenants against Grantor's Acts conveying fee simple title to the Unit to Purchaser (the "**Deed**"). The Deed shall be prepared by Sponsor substantially in the same form set forth in the Plan and shall be executed and acknowledged by Sponsor and Purchaser in form for recording. Purchaser shall be required to execute and acknowledge the Deed as confirmation that Purchaser is accepting the Unit subject to the terms and provisions of the Declaration and the By-Laws of the Condominium, as, and as may be, amended.

6.2 At the closing of title and simultaneously with the delivery of the Deed to Purchaser, Purchaser shall execute and acknowledge a Power of Attorney to the Board of Managers prepared by Sponsor substantially in the same form set forth in the Plan.

6.3 Simultaneously with the delivery of the Deed, Purchaser shall pay the Purchase Price to Sponsor.

6.4 Anything to the contrary herein contained notwithstanding, it is specifically understood and agreed by Purchaser that the acceptance of the delivery of the Deed at the time of closing of title hereunder shall constitute full compliance by Sponsor with the terms of this Agreement and none of the terms hereof, except as otherwise herein expressly provided, shall survive the delivery and acceptance of the Deed.

7. **Marketable Title.**

At the closing of title, Sponsor shall convey to Purchaser good and marketable title in fee simple to the Unit, free and clear of all encumbrances other than those set forth in the Plan.

8. **Closing Adjustments.**

8.1 The following adjustments shall be made as of midnight preceding the closing date with respect to the Unit:

- (a) real estate taxes and assessments, if any, (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;
- (b) Common Charges for the month in which the closing occurs; and
- (c) any special assessments or other charges of the Condominium, on the basis of the period for which assessed.

8.2 If the closing of title occurs before the tax rate is fixed, adjustment of taxes for the then current tax year shall be based upon the latest tax rate applied to the most recent assessed valuation. Installments for tax assessments due after the delivery of the Deed, if any, shall be paid by Purchaser and shall not be considered a defect in title.

8.3 Errors in adjustments shall be subject to correction at any time after closing.

9. **Closing Costs.** Purchaser will pay the closing costs listed in the Offering Plan, including, but not limited to, recording fees for the Deed and Power of Attorney and a premium for any fee title insurance obtained by Purchaser. Purchaser shall also pay at closing the equivalent of two months Common Charges to the Condominium, which shall be retained as part of the Condominium's Reserve Fund. The closing shall take place at the office of Sponsor's Attorney. Purchaser shall pay all state, county and city real estate transfer taxes charged in connection with the conveyance of the Unit. Purchaser shall also pay to Sponsor's Attorney 50% of the fee charged by Sponsor's Attorney to the Sponsor for the closing, provided that Purchaser's share of such fee shall not exceed \$250.00.

10. **Binding Effect of Declaration, By-Laws and Rules and Regulations.**

Purchaser hereby accepts and approves the Plan (including, without limitation, the Declaration and the By-Laws of the Condominium and the Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof. This Section 10 shall survive closing.

11. **No Encumbrance.** No encumbrance shall arise against the Unit as a result of this Agreement or any moneys deposited hereunder.

12. **Default by Purchaser.** If Purchaser shall fail to close on title to the Unit pursuant to the terms of this Agreement, this Agreement may be deemed canceled by and at the option of Sponsor, in which event Purchaser and Sponsor shall be released from all further liability and obligation under this Agreement. If this Agreement is canceled pursuant to this Section, Sponsor may sell the Unit to any third party as though this Agreement had never been made (without any obligation to account to Purchaser for any part of the proceeds of such sale).

13. **Sponsor's Inability to Convey Title to the Unit.** If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever to cure such inability. In that event, if Sponsor notifies Purchaser of its refusal to cure such inability and if Purchaser is not in default under this Agreement, Purchaser shall have the option to (a) take title to the Unit subject to such inability (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser elects to terminate this Agreement, this Agreement shall be null and void and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan. The foregoing option must be exercised by Purchaser in writing to Sponsor within ten (10) days after the giving of Sponsor's notice of refusal to cure such inability. The failure of Purchaser to so notify Sponsor shall be conclusively deemed as an election by Purchaser to acquire title subject to such inability.

14. **Damage to the Unit.** If, between the date of this Agreement and the closing of title, the Unit is damaged by fire or other casualty, the following shall apply:

14.1 The risk of loss to the Unit by fire or other casualty until the closing of title is assumed by Sponsor, but without any obligation or liability upon Sponsor to repair or restore the Unit, except that if Sponsor elects to repair or restore the Unit, this Agreement shall continue in full force and effect and Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price. In such event, Sponsor shall be entitled to a reasonable period of time, not to exceed ninety (90) days beyond the closing date set forth on page 1 of this Agreement, in which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall belong entirely to Sponsor. If those proceeds are paid to Purchaser, Purchaser shall promptly, upon receipt thereof, turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title.

14.2 In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit, or if the Residential Unit Owners do not resolve to make such repairs

or restoration pursuant to the By-Laws, this Agreement shall be deemed canceled and of no further force or effect and neither Purchaser nor Sponsor shall have any liability or obligation under this Agreement or the Plan.

15. **No Representations.** Purchaser acknowledges that he or she has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor or any agent, representative, employee, contractor or subcontractor of Sponsor or otherwise, including without limitation any of the foregoing which relates to the description or physical condition of the Condominium, the Common Elements, the Unit, any other Unit or the Building in which the Unit is located, or the size or the dimensions of the Unit or the rooms therein or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as specifically set forth in this Agreement or in the Plan; Purchaser having relied on his or her own examination and investigation. No person has been authorized to make any statements, warranties or representations on behalf of Sponsor, except as specifically set forth in this Agreement and the Plan.

No oral statements, warranties or representations shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit without offset or any claim against, or liability of Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the floor plans or otherwise set forth in the Plan, is accurate or correct, provided the layouts and dimensions conform substantially to the floor plans or the plans and specifications set forth in the Plan, as the case may be, and (b) Purchaser shall not be relieved of any of his or her obligations under this Agreement by reason of any insubstantial inaccuracy or error. The provisions of this Section 15 shall survive the closing of title.

16. **Acceptance of Condition of Unit.** Purchaser represents to Sponsor that Purchaser has examined the Unit and the Building and agrees that, notwithstanding anything contained herein to the contrary, the signing of this Agreement shall constitute Purchaser's acceptance of the Unit and Purchaser's appurtenant interest in the Building and the balance of the Property, subject to reasonable use, wear and tear and natural deterioration between the date hereof and the closing of title and damage caused by any act or omission of Purchaser or Purchaser's agent, employees or invitees.

17. **Broker.** Purchaser represents and warrants to Sponsor that Purchaser has not dealt with any broker or sales agent in connection with this transaction. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker or sales agent (other than such on-site sales representatives and such other broker as may be set forth on page 1 of this Agreement), on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor harmless from and against any and all liability and expenses in connection therewith, including without limitation, reasonable legal fees. The provisions of this Section 17 shall survive the closing of title.

18. **Agreement May Not Be Assigned Or Recorded.** Purchaser shall not have the right to assign this Agreement without the prior written consent of Sponsor, which consent may be withheld by Sponsor for any reason. Purchaser also shall not have the right to record this Agreement or any memorandum thereof. Any purported assignment of or attempt to record this Purchase Agreement in violation hereof shall be voidable at the option of Sponsor and shall constitute a default hereunder entitling Sponsor to terminate this Agreement.

19. **Binding Effect.** This Agreement shall not be binding on Purchaser or Sponsor until a fully executed copy hereof has been furnished by Sponsor to Purchaser.

20. **Notices.** Any notice, request or other communication desired or required to be given under this Agreement or the Plan shall be in writing and delivered personally or sent, postage prepaid, by registered or certified mail, return receipt requested or by overnight carrier of national reputation, to Purchaser at the address given at the beginning of this Agreement with a copy to Purchaser's Attorney, if any, set forth on page 1 of this Agreement, and to Sponsor at the address given at the beginning of this Agreement, with a copy to Ginsburg & Redmond, P.C., 245 Saw Mill River Road, 2nd Floor, Hawthorne, New York 10532, Attn.: Mark D. Ginsburg, Esq. or to such other addresses as either party may hereafter designate to the other in writing in accordance with this paragraph.

The date of mailing or delivery to such overnight carrier, as the case may be, shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. All such notices, requests or communications, shall be deemed to have been received, if delivered personally, on the date of personal delivery or, if mailed, on the third day after mailing or, if by overnight carrier, on the day following delivery to such carrier. Any notice, request or other communication desired or required to be given under this Agreement or the Plan may be given by a party's attorney with the same force and effect as if given by such party.

21. **Joint Purchasers.** If more than one person has executed this Agreement or any permitted assignment hereof, (i) the term "Purchaser" shall be read as "Purchasers", (ii) each such person shall be jointly and severally liable for the payment, observance and performance of all obligations under this Agreement and (iii) anyone of them is hereby made agent for the other(s) in all matters of any and every kind or nature with respect to the Unit and/or this Agreement. The act, assent, election or approval of one shall conclusively constitute the act, assent, election or approval of the other(s).

22. **Liability of Sponsor.** Purchaser's sole remedy in the event of Sponsor's failure to deliver title to the Unit for any reason whatsoever shall be to terminate this Agreement, in which event this Purchase Agreement shall be null and void, and the parties hereto released from any and all liability hereunder.

23. **Further Assurances.** Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the

instruments and actions specifically provided for in this Agreement, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transactions contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. In addition, Purchaser agrees to perform all acts reasonably required by Sponsor to carry out the provision of the Plan, establish the Condominium and conform to the provisions of all applicable laws and regulations. This Section shall survive closing.

24. **Severability.** If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise specifically set forth herein or in the Plan, shall be valid and enforced to the fullest extent permitted by law.

25. **Strict Compliance.** Any failure by Sponsor to insist upon the strict performance by Purchaser of any of the provisions of this Agreement shall not constitute a waiver of such provision or provisions unless in writing and signed by Sponsor. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and Sponsor, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all provisions of this Agreement to be performed by Purchaser.

26. **Governing Law.** The provisions of this Agreement shall be governed by the laws of the State of New York.

27. **Waiver of Jury Trial.** Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of or connected with or relating to this Agreement or the relationship created hereby. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with any actions or proceedings in which a jury trial is waived.

28. **Entire Agreement.** This Agreement supersedes any and all prior and contemporaneous understandings and agreements between the parties and constitutes the entire agreement between them.

29. **Certain References.** A reference in this Agreement to any one gender, masculine, feminine, or neuter, includes the other two; and the singular includes the plural, and vice versa, unless the context otherwise requires. The terms "herein", "hereof" or "hereunder" or terms of similar import under this Agreement refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Agreement.

30. **Captions.** The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

31. **Successors and Assigns.** The provisions of this Agreement shall bind and inure to the benefit of the Purchaser and Purchaser's heirs, legal representatives, successors, and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

32. **No Discriminatory Agreements.** The Purchaser certifies that Purchaser is over eighteen (18) years of age and that the sale of the Unit was made to Purchaser in good faith pursuant to the terms of the Plan, without fraud or duress and without any discriminatory repurchase agreement or other discriminatory inducement.

33. **No Oral Changes.** This Agreement cannot be changed or terminated orally. **ANY CHANGE OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED TO THIS AGREEMENT OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES OR THEIR ATTORNEYS.**

34. **Reduced Purchase Price.** Purchaser understands and agrees that the Unit is being sold to Purchaser at a substantially reduced purchase price based on the sale of at least ten (10) Unsold Parking Space Units within the time frame and as more particularly set forth in the 11th Amendment to the Plan (the "**11th Amendment**"). Purchaser further understands and agrees that the terms of this Agreement are subject to the terms and provisions of the 11th Amendment and that any conflict between the terms hereof and the terms of the 11th Amendment shall be governed by, and resolved in favor of, the terms of the 11th Amendment.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written.

SPONSOR:
GDC GREYSTONE, LLC

By: _____

Dated: _____

PURCHASER:

Dated: _____

PURCHASER:

Dated: _____