

EXHIBIT "F"

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the Effective Date (as defined below) by and between SOLAI 3401 LLC, Florida limited liability company ("Seller"), and THE RICHMAN GROUP OF FLORIDA, INC., a Florida corporation, and/or its assigns ("Purchaser").

WITNESSETH:

In consideration of the mutual promises hereinafter set forth, Seller and Purchaser mutually agree as follows:

1. Purchase and Sale. Seller agrees to sell and convey and Purchaser agrees to purchase all of that certain tract and parcel of land located at the Northeast corner of NW 34th Street and NW 17th Avenue, Miami, Miami-Dade County, Florida, upon which Purchaser intends to construct 80 multifamily residential project together with related amenities and accessory uses (the "Contemplated Improvements"), all as more particularly described in the legal description set forth on Exhibit "A", attached hereto and by this reference made a part hereof (hereinafter described as the "Property").

The Property shall include all of the right, title and interest of Seller in and to the following:

- a. All easements, rights of way, privileges, licenses, appurtenances and any other rights, privileges and benefits belonging to the owner of, running with title to, or in any way related to, the Property;
- b. All land use or other consents, authorizations, variances, waivers, licenses, permits, approvals, development orders, or any other entitlements issued or granted by or from any governmental authority with respect to the Property;
- c. All percolation, soil, topographical, traffic, engineering and environmental reports or studies in the possession or control of the Seller, and all riparian, littoral rights, title to submerged lands and other water rights related to or benefiting the Property;
- d. All utility mains, service laterals, hydrants, connections, hook-ups and valves located on, or adjacent to, and servicing or available to service the Property; and
- e. Any and all other agreements, contracts, covenants, variances and rights, benefits and privileges related to or benefiting the Property.

2. Purchase Price. The purchase price for the Property ("Purchase Price"), which Purchaser agrees to pay and Seller agrees to accept, is Two Million Eight Hundred Fifty Thousand and No/100 Dollars (\$2,850,000.00), subject to the credits, prorations, and adjustments herein set forth. The Purchase Price shall be increased by \$35,000.00 per unit for each residential unit approved in the final site plan approval for the Property in excess of 80 units. The Purchase Price shall be payable as follows:

EXHIBIT "A"

Legal Description of the Property

Lots 2, 3, 4, 5, 6, 7, 19 and 20, Block 2, BEVERLY HEIGHTS, according to the Plat thereof, as recorded in Plat Book 6, page 164, of the Public Records of Miami-Dade County, Florida.