

**SHORELINE CONDOMINIUMS**

**Unit Upgrade Agreement**

DATED: \_\_\_\_\_, 2005

BETWEEN: RIVERSCAPE ENHANCEMENTS, LLC (“Developer”)

AND: APOLLO DEVELOPMENT  
913 SW King Ave.  
Portland, OR 97025 (“Seller”)

AND: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (“Purchaser”)

A. Purchaser has or will enter into a Unit Sales Agreement with Seller providing for the acquisition by Purchaser of Residential Unit \_\_\_\_\_ of Shoreline Condominiums, a condominium located or to be located in the City of Portland, Multnomah County, Oregon.

B. Developer has an agreement with Seller to purchase and provide, through Riverscape Enhancements, LLC, the upgrades ordered by purchaser of Shoreline Condominium units.

Developer, Purchaser and Seller agree as follows:

1. At Purchaser’s request, Developer has agreed to cause to be completed by upgrades listed on attached Exhibit A of the above unit prior to the closing date.
2. Purchaser shall pay Developer \$ \_\_\_\_\_ for the upgrades. Such payment shall be due in full upon execution of this Agreement.
3. The upgrade purchase price is a non-refundable deposit which will not be refunded to Purchaser for any reason including termination of Purchaser’s agreement to purchase the condominium unit.
4. Developer, Purchaser and Seller agree and acknowledge that the settlement statement at closing of the sale of the above unit shall include in the purchase price the base cost of the unit as specified in the Unit Sales Agreement together with the cost of the upgrades as specified in this Unit Upgrade Agreement.

5. Developer, Purchaser and Seller agree that any warranty with respect to the unit upgrade will be the responsibility of the Seller and will be provided under the terms and conditions as are provided in the Unit Sales Agreement between Purchaser and Seller with respect to the condominium unit purchased. Developer shall have no obligation with respect to the warranty provided for the unit upgrade.

6. Developer makes no representations as to whether the appraised value of the unit for financing purposes will reflect the costs of the upgrade(s) requested by Purchaser. If it does not, Purchaser will not be able to finance the cost of these upgrades.

**PURCHASER:**

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**DEVELOPER:**

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

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

Date: \_\_\_\_\_

**SELLER:**

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

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

Date: \_\_\_\_\_