

# Certificate of Participation - Sale & Automatic Buyback Agreement

## Round 12

**This Agreement** is legally binding between AmeriSus Homes LLC (the “Seller”) and \_\_\_\_\_ (the “Buyer”). having an address at:

\_\_\_\_\_.

1. AmeriSus Homes LLC is selling **Certificates of Participation** (COP)'s priced at \$1,000.00 each with no individual Buyer limit.
2. Proceeds from the sale of COP's are to be used to fund Round 12 projects with funds for Buybacks & premiums coming from the sale of the homes that are a part of the projects.
3. Now therefore, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the Sale, Purchase and automatic Buyback of the COP's it is hereby agreed as follows:
4. Buyer is purchasing \_\_\_\_\_ COP's at **\$1,000.00** each for a **Total Purchase Price** of \$ \_\_\_\_\_.
5. The Buyback Price that Seller will pay Buyer for the COP's is **\$1,100.00** for each COP.
6. The **Total Buyback Price** is the # of COP's \_\_\_\_\_ times \$1,100.00 = \$\_\_\_\_\_.
7. The date Buyer's funds become available in Seller's account will set the **Effective Purchase Date** (EPD) that this agreement becomes valid and binding as well as trigger the automatic Buyback of the same COP's.
8. This Agreement obligates Seller to issue a check payable to the Buyer in the amount of the **Total Buyback Price** 366 days after the EPD.
9. The purchase of COP's by the Buyer entitles Buyer to ownership of the COP's and obligates Seller to the automatic Buyback only and extends no ownership rights of any other kind to the Buyer.
10. Seller is a limited liability company organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has the power and authority to execute this transaction.
11. Buyer hereby represents and warrants that there has been no act or omission by Seller or Buyer which would give rise to any valid claim against any of the parties and that there are no brokerage commissions, finder's fees, or other like payments in connection with the described transactions.
12. This Agreement constitutes the entire Agreement. There are no prior agreements, understandings, oral and/or written, between the parties with respect to the subject matter hereof.
13. Buyer will complete this Agreement and send it to **AmeriSus Homes LLC** at the address below.
14. Upon receipt of this Agreement signed by Buyer, Seller will sign Agreement, affix company seal and return original document to Buyer via First Class Mail.
15. In order for this Agreement to become valid Buyer's **Total Purchase Price** must be sent to Seller (by check payable to AmeriSus) and become available in Seller's account binding both parties to the terms and conditions of this Agreement. If funds are not received in full this document is not valid.

Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Seller's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



AmeriSus Homes LLC Attention: SIIF P.O. Box 194 Penns Park, PA 18943