IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI – DADE COUNTY, FLORIDA

STATE OF FLORIDA, OFFICE OF FINANCIAL REGULATION,

GENERAL JURISDICTION DIVISION CASE NO.: 07-43672 CA 09

Plaintiff,

VS.

BERMAN MORTGAGE CORPORATION, a Florida corporation, M.A.M.C. INCORPORATED, a Florida corporation, DANA J. BERMAN, as Owner and Managing Member,

Defendants,

and,

DB ATLANTA, LLC, a Florida LLC, et al.,

Relief Defendants.

THE ORIGINAL FILED ON:

MAY 1 7 2011

IN THE OFFICE OF CIRCUIT COURT DADE CO., FL.

NOTICE OF FILING SALES CONTRACTS FOR UNITS 510, 803 AND 804

Michael I. Goldberg, as Court Appointed Receiver over Defendants Berman Mortgage Corporation, M.A.M.C. Incorporated, et al., and Relief Defendants DB Atlanta LLC, et al, including Oceanside Acquisitions, LLC., (the "Receiver") by and through its undersigned counsel, hereby gives notice of filing the following:

- Residential Sales Contract For Sale And Purchase for Gulf Island Beach & Tennis Club I, Unit 510 attached hereto as Exhibit A.
- Residential Sales Contract For Sale And Purchase for Gulf Island Beach & Tennis Club I, Unit 803 attached hereto as Exhibit B.
- 3. Residential Sales Contract For Sale And Purchase for Gulf Island Beach & Tennis Club I, Unit 804 attached hereto as Exhibit C.

200 South Biscayne Boulevard Suite 1000 Miami, Florida 33131-5308 Telephone 305.755.9500 Facsimile 305.714.4340

CASE No.: 07-43672 CA 09

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 17th day of May, 2011, a true and correct copy of the foregoing was furnished via U.S. Mail to the parties on the attached Service List.

Respectfully submitted,

BERGER SINGERMAN

Attorneys for Receiver, Michael Goldberg 1000 Wachovia Financial Center 200 South Biscayne Boulevard Miami, Florida 33131

Phone: (305) 755-9500 / Fax; (305) 714-4340

AMES D. GASSENHEIMER

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CASE No.: 07-43672 CA 09

SERVICE LIST

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STATE OF FLORIDA	117 Aragon Avenue
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Damian & Valori, LLP	Burr Forman
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Miami, FL 33131	Suite 200
	Orlando, Florida 32801

cc: The Honorable Jerald Bagley (via Hand-Delivery)
Michael Goldberg, Esq., as Receiver (via e-mail)
The Investor(s)/Lender(s) Group (via e-mail)
Posted to the Berman Mortgage Website

3505762-2

"AS IS" Residential Contract For Sale And Purchase THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

4.5	
401	14m, + i
•••	And the second
nterfitt	("Seller"),
ed Real Property	("Buyer"),
45 IS Residential C	ontract For Sale
unit 510	
33-24-16-0360-	00000-5100
CLUBIA CONDO JNIT 510 OR 8283	
appliances, built-in cally excluded belo	furnishings and
on the Property	as of the date
(i) range(s)/oven(s) ar window treatmer	ils, garage door
additional items of	recked below, If
Storage	shed
TV enter	nna/satellite dish :Rener/purifier
neater Storm si panels	utters and
nd any additional o	tetalls regarding
alue, and shall be le	It for the Buyer.
\$_	
COLLECTION) \$_	1,000.00
(Effective Date) or Effective Date	
LORIDA INC.	
LORIDA, INC. 27-863-5415 7-869-9715	
*LORIDA, INC. 27-863-5415 7-869-9715 k, then 3)	0.00
27-863-5415 7-869-9715 (, then 3)	
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27-863-5415 7-863-5415 7-863-9715 x, then 3) Seposit") Paragraph 8 Seposit Sep	0.00 119,000.00 May 18, 2011 eturned to Buyer.
27-863-5415 7-863-9715 4, then 3) Seposit") Paragraph 8 Dons) by wire SANDARD 3.	119,000.00 May 13, 2011 sturned to Buyer, after the day the

1*	PARTIES: _	Oceanside Acquisitions, LLC C/O Akerman Senterfitt	("Sallar")
2*	and	Oceanside Acquisitions, LLC C/O Akerman Senterfitt Sunwest Investments, LLC	("Bover")
\$	agree inat	Seller shall sell and Buyer shall boy the following described Real Property and	Personal
4	Property (co	ollectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract	t For Sale
5	And Purchas	se and any riders and addenda ("Contract");	
0	1. PROPE	RTY DESCRIPTION:	
7"	(a) Stree	et address, city, zip: 6035 Sea Ranch Dr. unit 510 erty is located in: Pasco County, Florida, Real Property Tax ID No; 33-24-16-0360-00000	
0°	(b) Prope	erty is located in: Pasco County, Florida, Real Property Tax ID No: 33-24-16-0360-00000	-5100
8.	(c) Lega	description of the Real Property: GULF ISLAND BEACH & TENNIS CLUB I A CONDOMINIU	MPER
10*	OR 1	381 PG 932 & OR 3300 PG 202 & COMMON ELEMENTS BLDG 1 UNIT 510 OR 8283 PG 12	50
11	toget	her with all existing improvements and fixtures, including built-in appliances, built-in furnis	hings and
12	atlact	hed wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below.	iniga and
13	(d) Perso	onal Property. The following items owned by Seller and existing on the Property as of	the date
14	of the	e initial offer are included in the purchase ("Personal Property"); (i) range(s)/oven(s), dish	washer(s)
16	dispo	isal, ceiling fan(s), intercom, light fixtures, rods, draperles and other window treatments, ga	rade donr
16	ODER	ers, and security gate and other access devices; and (ii) those additional items checked	helow If
17"	additi	ional details are necessary, specify below. If left blank, the item below is not included:	t many ski ft
	institute		
		ifrigerator(s) Smoke detector(s) Pool berrier/fence Storage shed	
		crowave oven Security system Pool equipment TV entenna/sat	ellite dish
		asher Window/wall a/c Pool heater Water softener/	purifier
	Dr	yer Generator Spa of hot tub with heater Storm shufters and alone ice maker Above ground pool panels	and
		provide the mental ballets	
18	The o	only other items of Personal Property included in this purchase, and any additional details	regarding
19*	Perso	onal Property, if necessary, are:	· - 2 · · - · · · g
20*			
21	Perso	onal Property is included in the Purchase Price, has no contributory value, and shall be left for ti	TE Buyer
22	(e) The fi	ollowing items are excluded from the purchase:	ic cayer.
	(4) 11,5	administrate the angular and the second seco	
23			
			
24"	2. PURCHA	ASE PRICE (U.S. currency):	20,000.00
24° 25°			
25"	(a) Initial	deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$	
	(a) initial The ir (CHE	deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ nitial deposit made payable and delivered to "Escrow Agent" named below ICK ONE: [Idecompanies offer or [I is to be made upon acceptance (Effective Date)]	
25* 26	(a) initial The ir (CHE	deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ nitial deposit made payable and delivered to "Escrow Agent" named below ICK ONE: [Idecompanies offer or [I is to be made upon acceptance (Effective Date)]	
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25" 26 27" 28" 29" 31" 32" 34 36" 37 38" 39 40	(a) Initial The in (CHE Escro Addre E-ma (b) Additi days (All de (c) Finan (d) Other (e) Balan transi NOTI 3. TIME FO (a) If not	deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ nitial deposit made payable and delivered to "Escrow Agent" named below ICK ONE):accompanies offer or is to be made upon acceptance (Effective Date) or is to be made within (if blank, then 3) days after Effective Date ow Agent information: Name: EXECUTIVE TITLE SERVICES OF FLORIDA, INC. DAY AGENT INC	0.00 0.00 0.00 119,000.00 18, 2011 1 to Buyer.
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25" 26 27" 28" 29" 30" 31" 32" 33" 36" 37" 38" 39 40 41" 42"	(a) Initial The in (GHE Esero Addre E-ma (b) Additi days (All de (c) Finan (d) Other (e) Balan transl NOTI 3. TIME FO (a) If not	deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ nitial deposit made payable and delivered to "Escrow Agent" named below ICK ONE): accompanies offer or is to be made upon acceptance (Effective Date) or is to be made within (if blank, then 3) days after Effective Date ow Agent information: Name: EXECUTIVE TITLE SERVICES OF FLORIDA, INC. 1888: 7316 STATE RD 52, HUDSON FL 34867 Phone: 727-863-5415 III: exectitis@vertzon.net Fax: 727-863-9715 Ional deposit to be delivered to Escrow Agent within (if blank, then 3) after Effective Date seposits paid or agreed to be paid, are collectively referred to as the "Deposit") reing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ce to close (not including Buyer's closing costs, prepaids and prorations) by wire fer or other COLLECTED funds E: For the definition of "COLLECTION" or "COLLECTED" see STANDARD 3. OR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE; signed by Buyer and Seller, and an executed copy delivered to all parties on or before May this offer shall be deemed withdrawn and the Deposit, if any, will be returned to seller is delivered.	0.00 0.00 119,000.00 18, 2011 i to Buyer, ne day the
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25° 26° 27° 28° 29° 31° 32° 34° 35° 38° 37° 38° 40° 42° 43° 44° 45° 46° 47° 48° 40° 40° 40° 40° 40° 40° 40° 40° 40° 40	(a) Initial The in (CHE Escrotaddes E-ma (b) Addition (All days (All days (a) Other (e) Balansh (b) Time FC (a) If not Unless count (b) The Count (c) The Count (d) CLOSIN and the ("Closing er's Initials	deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ nitial deposit made payable and delivered to "Escrow Agent" named below ICK ONE): accompanies offer or is to be made upon acceptance (Effective Date) or is is to be made within (if blank, then 3) days after Effective Date ow Agent Information: Name: EXECUTIVE TITLE SERVICES OF FLORIDA, INC. 1882: 7316 STATE RD 52, HUDSON FL 34867 Phone: 727-863-5415 1883: 727-863-9715 1993: Phone: 727-863-9715 1993: Phone: 727-863-9715 1993: Phone: 727-863-9715 1994: Phone: 727-863-9715 1995: Phone: 727-863-9715 1995: Phone: 727-863-9715 1996: Phone: 727-863-97	1,000.00 0.00 119,000.00 18, 2011 1 to Buyer, he day the signed or shall occur e delivered

EΛ	Æ	EXTENSION OF CLOSING DATE:
50 51	J.	(8) If Clasing funds from Rivaria landaria) are not evaluable at time of clasing days.
52		(a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements,
53		not to exceed 7 days.
54		(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes:
55		(i) disruption of utilines of other services essential for Closing, or (ii) Hazard. Wind Flood or Homenwore'
68		insurance, to become unavailable prior to Closing. Closing will be extended a reasonable time up to 3 days
57		after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind
59		Flood of Homeowners' insurance, if restoration of such utilities of services and availability of insurance has not
5 9 °		occurred within (if left blank, 14) days after Closing Date, then either party may terminate this
80 61		Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.
82	6.	OCCUPANCY AND POSSESSION: Unless otherwise stated herein, Seller shall at Closing, have removed all
63		personal items and trash from the Property and shall deliver occupancy and possession, along with all keys,
84		garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or
85		occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed nursuant
88		to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from
67		date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have
88. 80	7	accepted Property in its existing condition as of time of taking occupancy.
70*	٠.	ASSIGNABILITY: (CHECK ONE) Buyer I may assign and thereby be released from any further liability under this Contract; I may assign but not be released from liability under this Contract; or I may not assign
71		this Contract.
72		FINANCING
73	8.1	FINANCING:
74" 78		(a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to Buyer's obligation to close.
76		☐ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☐ FHA
77*		VA loan on the following terms within (if blank, then 30) days after Effective Date ("I pan
76"		☐ VA loan on the following terms within (if blank, then 30) days after Effective Date ("Loan Commitment Date") for: (CHECK ONE): ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in
79°		the principal amount of \$ or % of the Purchase Price, at an initial interest rate not to exceed% (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a
80"		not to exceed% (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a
81.¥		term ofyears ("Financing").
82*		Buyer will make mortgage loan application for the Financing within (if blank, then 5) days after
83		Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing
0.4		("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about
95		the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and
86		Buyer's lender to disclose such status and progress to Seller and Broker.
87		If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written
88		notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
89		further obligations under this Contract.
		If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written walver of
90 91		this financing contingency, then after Loan Commitment Date Seller may terminate this Contract by
92		delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and
93		Seller from all further obligations under this Contract.
94		If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not
95		thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions
98: 97		are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is
96		insufficient to meet terms of the Loan Commitment or (4) the loan is not funded due to financial failure of
90		Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller
100		from all further obligations under this Contract.
101*		(c) Assumption of existing mortgage (see rider for terms).
102"		(d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).
		~ 4
Buy	er's	Initials Page 2 of 10 Seller's Initials eathers/FloridaBar-ASIS-1 Rev. 6/10 © 2010 Florida Realters® and The Florida Bar, All rights reserved.
Fior	daR	earchelfiondabar-ASIS-1 Rev. 5/10 @ 2010 Fionda Keanoisw and the Fionda Bar. All nights reserved.

103		CLOSING COSTS, FEES AND C	HARGES
104 1067	9.	CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WA (a) COSTS TO BE PAID BY SELLER:	RRANTY; SPECIAL ASSESSMENTS:
i vo		Documentary stamp taxes and surfax on deed, if any	- HOA/Condominium Association estoppel fees
		· Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)	 Recording and other fees needed to cure title
		Title search charges (if Paragraph 9(c)(lii) is checked) Other:	Seller's attorneys' fees
106		If, prior to Closing, Seller is unable to meet the AS IS Mainte	enance Requirement as required by Paragraph 11
107		a sum equal to 125% of estimated cost to meet the AS IS Closing. If actual costs to meet the AS IS Maintenance Re	Maintenance Requirement shall be escrowed at
108		pay such actual costs. Any unused portion of escrowed amou	ant shall be returned to Seller.
110*		(b) COSTS TO BE PAID BY BUYER: • Taxes and recording fees on notes and mortgages	a Luinn avinaman
		Recording fees for deed and financing statements	Loan expenses Appraisal fees
		Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)	Buyer's inspections
		 Survey (and elevation certification, if required) Lender's title policy and endorsements 	Buyer's attorneys' fees All property related insurance
		 HOA/Condominium Association application/transfer fees 	The state of the s
111*		• Other: (c) TITLE EVIDENCE AND INSURANCE: At least (if	blank then 5) days none to Classic Data a tilla
112		insurance commitment issued by a Florida licensed title ins	surer, with legible copies of instruments listed as
113 114		exceptions attached thereto ("Title Commitment") and, after STANDARD A for terms) shall be obtained and delivered	
115		insurance covening the Real Property, a copy shall be furnish	ed to Buyer and Closing Agent within 5 days after
118		Effective Date. The owner's title policy premium and charge and closing services (collectively, "Owner's Policy and	es for owner's policy endorsements, title search,
117 18		(CHECK ONE):	
110*		(i) Seller will designate Closing Agent and pay for Owner for closing services related to Buyer's lender's policy and	's Policy and Charges (but not including charges
120 121		shall be paid by Buyer to Closing Agent or such other provide	
1224		☐ (ii) Buyer will designate Closing Agent and pay for Own	
123 124°	1	services related to Buyer's lender's policy, endorsements, an [(iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]:	
125		of title insurance or other evidence of title and pay fees for: (.	A) a continuation or update of such title evidence,
128 127		which is acceptable to Buyer's title insurance underwrite (C) municipal lien search. Buyer shall obtain and pay for po	
128		owner's policy, and if applicable, Buyer's lander's policy.	Seller shall not be obligated to pay more than
120°	:	\$ (if blank, \$200.00) for abstract continuation	on or title search ordered or performed by Closing
131		(d) SURVEY: At least 5 days prior to Closing, Buyer may, at 8	
132 183		and certified by a registered Florida surveyor ("Survey"). If s copy shall be furnished to Buyer and Closing Agent within 5 o	seller has a survey covering the Real Property, a lays after Effective Date.
134*	. '-	(e) HOME WARRANTY: At Closing, ☐ Buyer ☐ Seller ☑	N/A will pay for a home warranty plan issued by
196* 136	:	warranty plan provides for repair or replacement of many of	ost not to exceed \$ A home
137		appliances in the event of breakdown due to normal wear and	d tear during the agreement's warranty period.
138 130		(f) SPECIAL ASSESSMENTS: At Closing, Seller will pay: (i) to ("public body" does not include a Condominium or Homeowr	
140	į	ratified before Closing, and (ii) the amount of the public bo	dy's most recent estimate or assessment for an
141	. :	improvement which is substantially complete as of Effective imposed on the Property before Closing. Buyer will pay all o	
143		be paid in installments (CHECK ONE):	
144"		 (a) Seiler shall pay installments due prior to Closing. Closing, installments prepaid or due for the year 	
145 145		(b) Seller shall pay the assessment(s) in full prior to	or at the time of Closing.
147		IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL	
14B 149		This Paragraph 9(f) shall not apply to a special benefit tax if (CDD) pursuant to Chapter 190 F.S. which lien shall be treat	
150		STANDARD K	
Buye	er's	Initials Page 3 of 10	Seller's Initials

DISCLOSURES

10. DISCLOSURES: 152

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- (a) RADON GAS: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida, Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer In a written disclosure. Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- (c) MOLD: Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold. Buyer should contact an appropriate professional.
- (d) FLOOD ZONE; ELEVATION CERTIFICATION: Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.
- (e) ENERGY BROCHURE: Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) LEAD-BASED PAINT: If Property Includes pre-1978 residential housing, a lead-based paint rider is mandatory
- (g) HOMEOWNERS? ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE
- (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) TAX WITHHOLDING: If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.
- (j) SELLER DISCLOSURE: Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as stated in the preceding sentence or otherwise disclosed in writing: (1) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; and (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

191 11. PROPERTY MAINTENANCE: Except for ordinary wear and fear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date 192 ("AS IS Maintenance Requirement"). 183

184 12. PROPERTY INSPECTION; RIGHT TO CANCEL: (a) PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have (if blank, 15) days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be immediately returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

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- (b) WALK-THROUGH INSPECTION/RE-INSPECTION: On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS: If Buyer's Inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation. Seller shall not be required to expend, or become obligated to expend, any money.
- (d) ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES: At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

- 13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to COLLECTION, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become COLLECTED shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the aubject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent judgdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate. except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker. Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder. or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any excrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.
- PROFESSIONAL ADVICE: BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition. square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract, Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER. Buyer and Seller (individually, the "Indemnifying Party") each individually Indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or grising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations, (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party, (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14.

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Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

16. DEFAULT:

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- (a) BUYER DEFAULT: If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker, provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) SELLER DEFAULT: If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit Without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance. This Paragraph 15 shall survive Closing or termination of this Contract.
- 16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:
 - (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which. Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
 - (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.
- 17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

904 18. STANDARDS:

305 A. TITLE:

(i) TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS: Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that none prevent use of the Property for RESIDENTIAL PURPOSES. If there exists at Closing any Violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

321 (ii) TITLE EXAMINATION: Buyer shall have 5 days after receipt of Title Commitment to examine it and notify
322 Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it
323 is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after
324 date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period")
325 after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer falls to so notify Seller,
326 Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will

Buyer's Initials FloridaRestors/FloridaBsr-ASIS-1		Page 6 of 10	Seller's Initials	
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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not walve the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, essements, or lands of others; or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey. Seller shall, at Buyer's request, execute an affidavil of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D: LEASES: Seller shall, within 5 days after inspection Period, furnish to Buyer copies of all written leases and estoppel letters from each tenent specifying nature and duration of tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant, and income and expense statements for preceding 12 months (*Lease Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by Sellen to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s) to confirm such information. If terms of the lease(s) differ materially from Seller's representations, Buyer may deliver written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who shall assume Seller's obligation thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting; (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or walvers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further effirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. Any time periods provided for in this Contract which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this Contract.

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual stall transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Oate, will be extended for the period that the Force Majoure prevents performance under this Contract, provided, however, if such Force Majoure continues to prevent performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such malters as may be provided for in this Contract.

CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) LOCATION: Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title

Buyer's Iniffals		Page 7 of 10 rids Realtons and The Florids Bar.	Seller's initials		
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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

(ii) CLOSING DOCUMENTS: At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract.

Buyer shall furnish and pay for, as applicable, mortgage, mortgage note, security agreement, financing statements, autivey, base elevation certification, and other documents required by Buyer's lender.

(iii) PROCEDURE: The deed shall be recorded upon COLLECTION of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, subject to COLLECTION of all closing funds, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale, and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of 411 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit fax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer, Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current 417. Vear's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing 416 occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be 436 proreted based upon such assessment and prior year's millage. If current year's assessment is not available, then 420 taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of 421 year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's miliage and at an equitable assessment to be agreed upon between the parties, falling which, 427 fequest shall be made to the County Property Appraiser for an informal assessment taking into account available 424 exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of Age Current year's tax bill. This STANDARD K shall survive Closing.

428 L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller 427 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, 428 including a walk-through (or follow-up walk-through if necessary) prior to Clasing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price. Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

439 N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with
440 Glosing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate
441 in all reasonable respects to effectuate the Exchange, including execution of documents, provided, however,
442 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent
443 upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context pointles, singular shall include plural

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FIGHUSHIGAMOR/FIGHUSDAFASIS-	Key, 6/10 to 2010 Flore	is Kentolah and the Florida but	. All rights reserved.		- 15 - F 15
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450	STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED) and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A legible facsimile or electronic (including "pdf") area of the Control of
453 454	electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. P. INTEGRATION: MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change
456 457	in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.
456 459	Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or
461	R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders addende and typewritten
463 464	or handwritten provisions shall control all printed provisions of this Contract in conflict with them. 8. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent
465	or Glosing Agent. Closing and disbursement of funds and delivery of Closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.
467 468	T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower.
468 470	U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in
471	which the Real Property is located. X. BUYER WAIVER OF CLAIMS: Buyer waives any claims against Seller and, to the extent permitted by
473	law, against any real estate licensee involved in the negotiation of this Contract, for any defects or other
474 475	damage that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.
478 477 478	ADDENDA AND ADDITIONAL TERMS 19. ADDENDA: The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):
	☐ A. Condominium Assn. ☐ L. RESERVED ☐ R. Rezoning ☐ Y. Seller's Attorney ☐ B. Homeowners' Assn. ☐ L. RESERVED ☐ S. Lease Purchase/ Approval
	☐ C. Seiler Financing ☐ M. Defective Drywall Lease Option ☐ Z. Buyer's Attorney ☐ D. Mortgage Assumption ☐ N. Coastal Construction ☐ T. Pre-Closing Approval
	☐ E. FRAWA Financing Control Line Occupancy ☐ AA. Licensee-Personal ☐ F. Appraisal Contingency ☐ O. Insulation Disclosure ☐ U. Post-Closing Interest in Property
	☐ G. Short Sale ☐ P. Pre-1978 Housing Occupancy ☐ 8B. Binding Arbitration ☐ H. Homeowners Insurance Statement (Lead ☐ V. Sale of Buyer's ☑ Other ADDENOUN 1
	Based Paint) Property AND ADDENDUM 2
· į	□ Interest-Bearing Acct. □ Q. Housing for Older □ W. Back-up Contract □ K. RESERVED Persons □ X. Kick-out Clause
479°	20. ADDITIONAL TERMS: This contract is contingent on Receiver getting Court Approval to sale this unit. This contract also includes a boat slip assignment of boat slip #31 and one parking space #81.
481*	
482° 483°	
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487°	
489*	
490°	
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Buy	er's Initials Page 9 of 10 Seller's Initials ### Page 9 of 10 Seller's Initials ### Page 9 of 10 Seller's Initials #### Page 9 of 10 Seller's Initials ###################################

400	495 Seller counters Buyer's offer (to accept the counter-offer, Buyer m	N ust sign or initial the counter-offered terms and
498 498		fully understood, seek the advice
500.	500 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS	AND THE FLORIDA BAR.
502 503	Approval of this form by the Florida Reeltors and The Florida Bar does and conditions in this Contract should be accepted by the parties in should be negotiated based upon the respective interests, objective persons.	A Darifordar transaction Tarms and conditions
505. 506	AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN IN 508 BE COMPLETED.	DICATES THE LINE CONTAINS A BLANK TO
507 ~	sor Buyer:	Date:
` 60 #*	sor Buyer:	Date;
509*	sor Sellen	Date:
-€10*	610* Seller:	Date:
-511: -512*	sin Buyer's address for purposes of notice Saller's ad	dress for purposes of notice
	512°	
514*	514	
54%	515 BROKER; Listing and Cooperating Brokers, if any, named below (colle	with only to the same of the s
516	sie to compensation in connection with this Contract Instruction to Clasing	Adent: Seller and Buyer direct Closing Agent
617	617 to dispurse at Closing the full amount of the brokerage f	adendaring Sterenge in Editoric Amberrale
518	sie agreements with the parties and cooperative agreements between t sie-retained such fees from the escrowed funds. This Contract shall not h	he Brokers, except to the extent Broker has
520	szo made by Seller or Listing Broker to Cooperating Brokers.	nous environdian alter arcombenagion
52.5°	Coastal Real Estate, Assoc, Inc. 600	Claudia L. Traywick
522	322 Cooperating Sales Associate, If any Listing St	nles Associate
523*	523*	Fred 8 Gould
	524 Cooperating Broker, if any Listing Br	

Addendum to Contract
FLORIDA ASSOCIATION OF REAUDRS*



Addendum No. 1 to the	ne Contract dated	between
	oceanside Acquiricions Lic - Avermen Senter	
and Suco	west Investments, LLC	(Buyer)
concerning the property described 6035 See Rench Dz. unit		
The Property is owned by O Michael Goldberg is the Conscion styled Alex Bistric; Resort, L.P. v. Coastal Resort, L.P. v. Coastal Resort, C.P. v. Coastal Resort, L.P. v. Coastal Resort, L.P. v. Coastal Resort of	make the following terms and conditions part of the Contract: ceanside Acquisitions, LLC, a company that is in urt Appointed Receiver. The Property is subject ter, as limited partner of Gulf Island Resort, L.P at Estate Associates, et al.: Sixth Judicial Circs subsequently moved to the Eleventh Judicial Circs subsequently moved to the Eleventh Judicial Circs eubsequently moved to the Eleventh Judicial Circs eubsequently moved to the Eleventh Judicial Circs eubsequently moved to the Eleventh Judicial Circs eubsequent quieting is fittens, the Court also granted is fittens, the Court also granted in Property Bree and Clear of Liens, Claims, and istricer has filed a lis pendens stating his intental Consequently, the availability of fitte insuranted Alex Bistricers actions subsequent to a sale a the Receiver vecommends that Buyer or his cours and make an independent evaluation of the issues a	o a quiet title c and Gulf Island suit Cade No. 51- cult for Mismi- title to the l Receiver Michael knoumbrances Case intion to appeal ice on the ire unknown as is iel zeview the
condition of the property, issues with mold and animal conditioning systems have a claims regarding such systematics windows must be replaced of	te Property and makes no claims or warrenties reg The Property has been unimbabited for several ye I droppings. The electrical, plumbing, heating an not been operated recently, and Seller makes no w sma. The Property may have fire rated windows wit ; repained at Buyers expense. Seller and Coastel that Buyer employ licensed inspectors to inspect	ars and may have d air aryanties or A eracks. Such Real Natets
claims regarding the abilit	ners Association II (representing buildings 2 and by of owners in Gulf Island Association I to own illding 1 presently own bost slips and the develop in building 1.	hoat aline even
Oceanside Adquisitions, LLC harmless from any claims me Alex Bistricer or Gulf Tale otherwise from any and all	al Real Estate Associates, Inc., its agents and a ; its agents and employees and Michael Goldbarg ide due to the condition of the Property, from an ind Resort, L.P., from any claims made by Associa claims made with respect of the Property and agr where is and subject to the disclosures made her	and his counsel y claims made by tion II, and see that Buyar is
The Contract for Sale and d Court, and the tarms of any	ts addanda are subject to cours approval by the court approval are incorporated berein by refer	Raceivership
Date:5=12=11	Buyer: / Z	A SANGER CONTRACTOR OF THE SANGER CONTRACTOR O
Date:	Buyer:	
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Date:	Seller:	

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Addendum to Contract FLORIDA ASSOCIATION OF REALTORS



Addendum No	2 to the Contract do	ated	between
Programming the Street and Street	Ocean	side Acquisitions LLC - C/O AKETMIN	
and	and the same of th	investments Lic	(Buyer)
conterning the pr	openy described as:	•	. ,
6035 Bea F	tanch Dr. Unit 510	Fudson FL 34667	

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:
Buyer shall deposit \$1,000.00 as a refundable earnest money deposit upon submitting the offer. Buyer shall deposit an additional refundable deposit amount equal to 10% of the purchase price less the \$1,000.00 previously deposited within 3 days of receipt in writing that the following conditions have been met:

- 1. Seller, Receiver, and the Receivership Court have approved and agreed to this Contract, and
- Euyer has obtained a title commitment from a reputable, nationally recognized title insurance company.

Upon occurrence of items 1 and 2 above, the Contract shall become binding, and the above referenced deposits shall become non-refundable. Buyer and Seller agree to close this transaction within 14 days of the occurrence of items 1 and 2 above.

If the above conditions can not be resolved within 120 days of the date of this Contract, this Contract shall be null and void, and any and all deposits made under this Contract shall be returned to Buyer. Not withstanding any of the above conditions, the Contract and closing date may be extended with written approval signed by both Buyer and seller, however, each extension shall expire after thirty (30) days unless another time period is specified in the extension agreement.

Date: 5-12-11	Buyer; / / / /
Cate:	Buyer:
Date	Selier.
Date:	Seller:

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"AS IS" Residential Contract For Sale-And Purchase this form has been approved by the florida realtions and the florida bar

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit") (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8	RI IU	Oceansige Acquising	ons,LLC C/O Akerman Senterfitt	("Seller")
Property Property Dissuant to the terms and conditions of this AS IS Residential Contract For Sa And Purchase and any indexs and addendal ("Contract")	onree that Saller ch	all sall and Rover chall F	in the following described D	eal Droppedy and Barren
And Purchase and any ridars and addenda ("Contract"): PROPERTY DESCRIPTION:	roperty (collectively "F	Property") nursuant to the ten	me and conditions of this AS 19 1	Paridental Contract For Cal
PROPERTY DESCRIPTION: (a) Street address, city, zip: (b) Proparty is located fr. Paseo Courty, Florida, Rasi Property Tax ID No. 33-24-16-0380-0000-0300 (c) Legal description of the Reaf Property; GULF ISLAND BEACH 2. TRNIS CLUB 1A. CONDOMINIUM PPER ON 1391 PG 932 & OR 3300 PG 22 & COMMON ELEMENTS BLDG 1 UNIT 803 OR 4774 PG 1842 together with all existing improvements and fintures, including built-in appliances, built-in furnishings at attached wall-to-well carpeting and flooring (Fleaf Property): Including built-in spillarices, built-in furnishings at attached wall-to-well carpeting and flooring (Fleaf Property): (i) range(s/nven(a), dishwasher(e disposal, celling fan(a), intercorn, light fixtures, rods, draperies and other window treatments, garege do openers, and eachily gate and other access devices, and (ii) flose additional items checked below. Additional details are necessary, specify below. If left blank, the item below to not included: Refrigerator(e) Smoke detector(s) Smoke detector(s) Prool bamer/ence Storage shad TV antenna/selatitic dish Windowswall arc Spa or hot tab with heater Storm shutters and part Storage shad Property, if necessary, ara; Property Included in the Purchase Price, has no contributory value, and shall be left for the Buyer (e) The following terms are excluded from the purchase: Property Storage shad TV antenna/selatitic dish part Property Included in the Purchase Price, has no contributory value, and shall be left for the Buyer (e) The following terms are excluded from the purchase: Property Storage shad TV antenna/selatitic dish part Property Storage shad Propert	And Purchase and any	riders and addennia ("Contract	upi	residential Collider Or Cal
(a) Street address, city, zip: (b) Property is located in; (c) Paseo: Courty, Forda, Rast Property 7x ID No: 3-2-4-16-0350-00000-9030 (c) Legal description of the Real Property; GULF ISLAND BEACH & TENNIS CLUB TA CONDOMINIUM PER OR 1381 PG 932 & OR 3300 PG 202 & COMMON ELEMENTS BLDG 1 UNIT 903 OR 4774 PG 1842 Cogether with all existing improvements and fixtures, including built-in appliances, built-in furnishings attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below. (d) Personal Property. The following items owned by Seller and existing on the Property as of the dar of the initial offer are included in the purchase ("Personal Property"). (i) rangets/hoven(s), dishwasher(ed) disposal, ceiling fan(s), intercom, light fatures, rods, despertes and other window treatments, garage do openers, and security gate and other access devices; and (ii) those additional items checked below. additional details are necessary, specify below. If left blank, the item below is not included: Refrigerator(e) Microwave oven School	F DEMDERTY DESCRI	DIETICAL	· ·	,
(c) Legal description of the Real Property: GULF ISLAND BEACH & TENNIS CLUB 1A CONDOMINUM PER OR 138 PG 93.2 6, OR 330 PG 22.3 COMMON ELEMENTS BLOG 1 UNIT 303 OR 4774 PG 1842 Together with all existing improvements and fixtures, including built-in appliances, built-in furnishings at statisched wall-in-owaii carpeting and flooring ("Real Property") unless specifically excluded below. (d) Personal Property: The following items owned by Seller and existing on the Property as of the da of the initial offer are Included in the purchase ("Personal Property"). (i) range(s/voven(s), dishwasher(s disposal, ceiling fand), intercorn. [injeft fixtures, rods, draperies and other window treatments, garage do openers, and security gate and other access devices; and (ii) those additional items checked below. additional details are necessary, specify below. If left blank, the item below is not included: Refrigerator(s) Snoke detector(s) Pool barler/fence Window framework additional details are necessary, specify below. If left blank, the item below is not included: Refrigerator(s) Society system Pool equipment Pool heater Window/well a/c Pool heater Stord and included in the Property included in this purchase, and any additional details regardir Personal Property, if necessary, are: Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer (e) The following terms are excluded from the purchase: Pool heater Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer (e) The initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 1,000.0 The initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 1,000.0 The initial deposit to be made within (if blank, then 3) days after Effective Date between the formation of the purchase of Florida, LLC Address: 7316 State Ref 52, Hudsen FL 34657 Phone: 727-863-8445 E-mail: exactified/evertoment F-axi Ty27-869-8151 (e) Financing:	(a) Stroot addrage (illy zin: 603	5 Sea Ranch Dr unit 803. Hudgo	n FL 34667
(c) Legal description of the Real Property: GULF ISLAND BEACH & TENNIS CLUB 1A CONDOMINIUM PER OR 138 PC 93.2 & CO. 83.30 PC 22.8 COMMON ELEMENTS BLOG 1 UNIT 1803 OR 4774 PG 1842 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings at attached wall-o-wall carpeting and flooting ('Real Property') unless specifically excluded below. (O) Personal Property: The following items owned by Seller and existing on the Property as of the day of the Initial offer are included in the purchase ('Personal Property'). (i) range(s)/oven(s), dishwasher(s disposal, celling fants), intercom. [jicht fixtures, rods, draperies and other window treatments, garage do openers, and security gate and other access devices; end. (ii) those additional items checked below. additional details are necessary, specify below. If left blank, the item below is not included: Refrigerator(s) Society system Windowwall of Pool barter/fence Windowwall of Pool barter/fence Sternashellet dish Pool beather Stand and a panels The only other items of Personal Property included in this purchase, and any additional details regarding the property, if necessary, are: Personal Property, if necessary, are: Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer (e) The following thems are excluded from the purchase: PRICE (U.S. currency): (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 1,000.0 The initial deposit to be made within (if blank, then 3) days after Effective Date or Stand shall be made within (if blank, then 3) days after Effective Date or Stand shall be part or Stand shall be part or Stand shall be property in the standard property in the delivered to "Escrow Agent" named below (CHECK ONE): State Ref 52, Hudsen FL 34657 Phone; 727-863-8445 Phone; Phone;	(h) Divincilu ie Investad	in Pasco Courty En	rida Real Proporty Tay ID No. 33	-24-16-0380-0000-R030
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Refrigerator(s) Smoke detector(s) Pool barrier/flence Pod equipment Vester Window/wall a/c Genutry system Wester Window/wall a/c Genutry system Pool heater Spa or hot fub with heater Above ground pool panels The only other items of Personal Property included in this purchase, and any additional details regarding Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer (e) The following items are excluded from the purchase: PURCHASE PRICE (I).S. currency): \$ 130,000.0 (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 1,000.0 The initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 1,000.0 The initial deposit to be made within or list to be made upon acceptance (Effective Date Escrow Agent Information: Name: Executive Title Services of Florida, LLC Address: 7316 State Rd 52, Hudson FL 34667 Phone: 727-883-3415 E-mail: executive Rise Services of Florida, LLC (if blank, then 3) days after Effective Date. (b) Additional deposit to be delivered to Escrow Agent within (if blank, then 3) days after Effective Date. (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 0.4 (d) Other: (e) Belance to close (not including Buyer's closing costs, prepeids and prorations) by wire transfer or other COLLECTED funds. 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE: (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before May 18, 2011 this offer or final counter-offer ("Effective") and the last one of the Buyer and Seller has signed initiated this offer or final counter-offer ("Effective Date: this offer or final counter-offer ("Effective Date: this offer or final counter-offer ("Effective Date") and the closing documents required to be furnished by each party pursuent to this Contract shall be delivered to fine counter-offer final be deemed withdrawn and the Deposit if any, will be returned to Buy				
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(a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 1,000.0 The initial deposit made payable and delivered to "Escrow Agent" named below (CHECK ONE): accompanies offer or let to be made upon acceptance (Effective Date) or let to be made within (if blank, then 3) days after Effective Date Escrow Agent Information: Name: Executive Title Services of Florida, LLC Address: [7316 State Rd 52, Hudson FL 34567] Phone: 727-863-5415 E-mail: exectitie@vertzon.net Fax: 727-869-9715 (b) Additional deposit to be delivered to Escrow Agent within (if blank, then 3) days after Effective Date (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit") (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 0.4 (d) Other: (e) Balance to close (not including Buyer's closing costs, prepeids and prorations) by wire transfer or other COLLECTED funds. \$ 129,000.1 NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S. Time FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE: (a) if not signed by Buyer and Seller, and an executed copy delivered to all parties on or before May 16, 2011 this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer counter-offer is delivered. (b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed initiated this offer or final counter-offer ("Effective Date"). CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occard and the closing decuments required to be furnished by each party pursuant to this Contract shall be delivered and the closing decuments required to be furnished by each party pursuant to this Contract shall be delivered.	***		- Annual Control of the Control of t	· · · · · · · · · · · · · · · · · · ·
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EXHIBIT

ĢQ	5.	EXTENSION OF CLOSING DATE:
51		(a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA)
52		notice requirements. Closing shall be extended for such period necessary to satisfy TILA notice requirements.
63		not to exceed 7 days.
54		(b) if extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes:
55		(i) disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners'
56		insurance, to become unavailable prior to Closing, Closing will be extended a reasonable time up to 3 days
57		after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind.
58		Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not
50*		occurred within (if left blank, 14) days after Closing Date, then either party may terminate this
60		Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby
61		releasing Buyer and Seller from all further obligations under this Contract.
62	8.	OCCUPANCY AND POSSESSION: Unless otherwise stated herein, Seller shall at Closing, have removed all
83		personal items and trash from the Property and shall deliver occupancy and possession, along with all keys,
BA		garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or
65		occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant
66		to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from
67		date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have
60		accepted Property in its existing condition as of time of taking occupancy.
804	7.	ASSIGNABILITY: (CHECK ONE) Buyer [may assign and thereby be released from any further liability
70"		under this Contract; I may assign but not be released from liability under this Contract; or I may not assign
71		this Contract.
		militar a sismus sia
72		FINANCING
73	B. ?	TINANCING:
74"		(a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing
76		contingency to Buyer's obligation to close.
79*		(b) This Contract is contingent upon Buyer obtaining a written loan commitment for a conventional FHA
77"		☐ VA toan on the following terms within (if blank, then 30) days after Effective Date ("Loan Commitment Date") for (CHECK ONE): ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in
78*		the principal product of \$
79* 60*		the principal amount of \$ or % of the Purchase Price, at an initial interest rate not to exceed % (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a
81*		term of
		Cossis do minimum harring for state of the s
821		Buyer will make mortgage loan application for the Financing within (if blank, then 5) days after
69		Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing
84		("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about
85		the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and
舽		Buyer's lender to disclose such status and progress to Seller and Broker.
87		If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written
58		notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
98		further obligations under this Contract.
90		If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written weiver of
61		this financing contingency, then after Loan Commitment Data Seller may terminate this Contract by
92		delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and
83		Seller from all further obligations under this Contract.
94		If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not
95		thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default;
96		(2) Property related conditions of the Loan Commitment have not been met (except when such conditions
87		are walved by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is
98		insufficient to meet terms of the Loan Commitment, or (4) the loan is not funded due to financial failure of
66		Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller
100		from all further obligations under this Contract.
101"		(c) Assumption of existing mortgage (see rider for terms).
102*		(d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).
		Initials Page 2 of 10 Seller's Initials
BUY	Mag.	Initials Page 2 of 10 Seller's Initials eathers/FloridaBar-ASIS-1 Rav. 6/10 © 2010 Florida Reathers® and The Florida Bar. All rights reserved.
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103 104 9. 105°	CLOSING COSTS, FEES AND C CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WA (B) COSTS TO BE PAID BY SELLER:	HARGES RRANTY; SPECIAL ASSESSMENTS:
	 Documentary stamp taxes and surtax on deed, if any Owner's Policy and Charges (if Paragraph 9(c)(i) is checked) Title search charges (if Paragraph 9(c)(iii) is checked) Other: 	 HOA/Condominium Association estoppet fees Recording and other fees needed to cure title Seller's attorneys' fees
108	If, prior to Closing, Seller is unable to meet the AS IS Mainte	enance Requirement as required by Paragraph 11
107	e sum equal to 125% of estimated cost to meet the AS IS	Maintenance Requirement shall be escrowed at
108	Closing, If actual costs to meet the AS IS Maintenance Re	quirement exceed escrowed amount, Seller shall
109	pay such actual costs. Any unused portion of escrowed amo	unt shall be returned to Seller.
110*	(b) COSTS TO BE PAID BY BUYER: Taxes and recording fees on notes and mortgages	and the contraction of the state of the stat
	Recording fees for deed and financing statements	Loan expenses Appraisal fees
	Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)	Buyer's inspections
	- Survey (and elevation certification, if required)	• Buyer's attorneys' fees
	 Lender's title policy and endorsements 	All property related insurance
	HOA/Gondominium Association application/transfer fees Other:	
1117	(c) TITLE EVIDENCE AND INSURANCE; At least (if	blank, then 5) days prior to Glosing Date, a little
112	insurance commitment issued by a Florida licensed title in	
113.	exceptions attached thereto ('Title Commitment') and, after STANDARD A for terms) shall be obtained and delivered	to Buyer if Collectors are expected as live of title
114 115	insurance covering the Real Property, a copy shall be furnish	ed to River and Closing Agent within 5 days after
116	Effective Date. The owner's title policy premium and charg	es for owner's policy endorsements, title search
417	and closing services (collectively, "Owner's Policy and	Charges") shall be paid, as set forth below
118	(CHECK ONE):	
118*	(I) Seller will designate Closing Agent and pay for Owner	
120	for closing services related to Buyer's lender's policy and	
121	shall be paid by Buyer to Closing Agent or such other provide [] (ii) Buyer will designate Closing Agent and pay for Own	
122"	services related to Buyer's lender's policy, endorsements, an	
124*	(iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]	
125	of title insurance or other evidence of title and pay fees for: (
126	which is acceptable to Buyer's title insurance underwrite	
127	(C) municipal lien search. Buyer shall obtain and pay for po	ist-Closing continuation and premium for Buyer's
128	owner's policy, and if applicable, Buyer's lender's policy.	Seller shall not be obligated to pay more than
120*	\$ (if blank, \$200.00) for abstract continuate Agent.	on or title search ordered or performed by Closing
130 131	(d) SURVEY: At least 5 days prior to Closing, Buyer may, at B	uver's expense have the Real Property surveyed
132	and certified by a registered Florida surveyor ("Survey"). If	Seller has a survey covering the Real Property, a
133	copy shall be furnished to Buyer and Closing Agent within 5	lays after Effective Date.
134"	(e) HOME WARRANTY: At Closing, D Buyer D Seller &	N/A will pay for a home warranty plan issued by
135*		ost not to exceed \$ A home
138	warranty plan provides for repair or replacement of many of appliances in the event of breakdown due to normal wear an	a nome 5 mechanical systems and major dulli-in
137 189	(f) SPECIAL ASSESSMENTS: At Closing, Seller will pay: (i) t	he full amount of liens imposed by a public body
139	("public body" does not include a Condominium or Homeowi	ner's Association) that are certified, confirmed and
140	ratified before Closing, and (ii) the amount of the public be	ody's most recent estimate or assessment for an
141	improvement which is substantially complete as of Effective	e Date, but that has not resulted in a lien being
142	imposed on the Property before Closing. Buyer will pay all	other assessments. If special assessments may
143	be paid in installments (CHECK ONE):	and the same that the same the same and the
144*	(a) Seller shall pay installments due prior to Closif Closing, installments prepaid or due for the year	ng and buyer snan pay metaliments tive after of Closing shall be seemed
145	(closing, installments prepaid or due for the year (b) Seller shall pay the assessment(s) in full prior to	or at the time of Closina.
146"	IF NEITHER BOX IS CHECKED. THEN OPTION (a) SHALL	BE DEEMED SELECTED.
146	This Paragraph 9(f) shall not apply to a special benefit tax	len imposed by a community development district
140	(CDD) pursuant to Chapter 190 F.S. which lien shall be treat	led as an ad valorem tax and prorated pursuant to
150	STANDARD K.	
Buyers	Initials Page 3 of 10	Seller's Initials
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DISCLOSURES

10. DISCLOSURES:

- (a) RADON GAS: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- (c) MOLD: Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold. Buyer should contact an appropriate professional.
- (d) FLOOD ZONE; ELEVATION CERTIFICATION: Buyer is advised to verify by elevation certificate which flood zons the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation. Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.
- (e) ENERGY BROCHURE: Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) LEAD-BASED PAINT: If Property Includes pre-1978 residential housing, a lead-based paint rider is mandatory.
- (g) HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
- (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) TAX WITHHOLDING: If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.
- (j) SELLER DISCLOSURE: Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as stated in the preceding sentence or otherwise disclosed in writing: (1) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; and (2) Seller extends and Intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 11. PROPERTY MAINTENANCE: Except for ordinary wear and teat and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

 194 12. PROPERTY INSPECTION: RIGHT TO CANCEL:

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- (b) WALK-THROUGH INSPECTION/RE-INSPECTION: On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS: If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES: At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

- 13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to COLLECTION, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become COLLECTED shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any Items previously delivered out of eacrow, if a licensed real eatate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order. Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder. or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.
- 14. PROFESSIONAL ADVICE: BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition. square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Selfer representations or public records BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND** FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER, Buyer and Seller (Individually, the "Indamnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, indemnifying Party; (IV) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such Vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14.

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Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

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- (a) BUYER DEFAULT: If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified. Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 18, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker, provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) SELLER DEFAULT: If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buver may elect to receive return of Buver's Deposit without thereby waiving any action for darnages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance. This Paragraph 15 shall survive Closing or termination of this Contract.
- 16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:
 - (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
 - (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 18 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.
- 17. ATTORNEY'S FEES, COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

304 18. STANDARDS:

905 A. TITLE:

(i) TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS: Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the are arrount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat sis of otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; sia (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in 815 width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent sis years; and (f) assumed mortgages and purchase money mortgages, if any (if additional Items, attach addendum); at provided that none prevent use of the Property for RESIDENTIAL PURPOSES. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable little shall be sig determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with 320 Jaw

921 (II) TITLE EXAMINATION: Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after tate of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will

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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contraction Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller, (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects. and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others; or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct

C. INGRESS AND ECRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is Insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASES; Seller shall, within 5 days after Inspection Period, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying nature and duration of tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant, and income and expense statements for preceding 12 months ("Lease Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact terrant(s) to confirm such information, if terms of the lease(s) differ materially from Seller's representations. Buyer may deliver written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing 356 Date: terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who shall assume Seller's obligation thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidevit attesting: (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or sez repaired within that time. Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

ser F. TIME: Calendar days shall be used in computing time periods. Any time periods provided for in this Contract see which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. 369 (where the Property is located) of the next business day. Time is of the essence in this Contract.

370 G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be 371 liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or 177 prevented by Force Majeure, "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual are transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of 374. Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

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(i) LOCATION: Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title

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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

Insurance, or, if no title insurance, designated by Seller Closing may be conducted by mall or electronic means. 388 (II) CLOSING DOCUMENTS: At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale, 386 certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective Instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, mortgage, mortgage note, security agreement, financing statements. survey, base elevation certification, and other documents required by Buyer's lender.

(III) PROCEDURE: The deed shall be recorded upon COLLECTION of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627,7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, aubject to COLLECTION of all closing funds, disburse at Closing the brokerage fees to Broker and the net sale proceeds to

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable; through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer falls to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening detect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date, real estate taxes (Including special benefit tax assessments imposed by a CDD), interest bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer, Escrow deposits held by Seller's mortgages will be paid to Seller. Taxes shall be prorated based on current 417 year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing 418 occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be ing prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available 427 exemptions. A tax projettion based on an estimate shall, at either party's request, be readjusted upon receipt of ags current year's tax bill. This STANDARD K shall survive Closing.

LE ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Selier shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing: If actual cost of 454 restoration exceeds escrowed amount. Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase 435 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of 436 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a tefund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with 430 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be continuent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any 445 notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the 446 parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural

Seller's Initials Page 8 of 10 EloridaRealtors/FloridaBar-ASIS-1 Rev. 6/10.0 2010 Florida Realtors/8 and The Florida Bar. All rights reserved.

447	STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)
448 449	and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's rea
	estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including *pdf*) media. A legible facsimile of
451	electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an
4 52	Original.
453	P, INTEGRATION: MODIFICATION: This Contract contains the full and complete understanding and agreemen
454	of buyer and belief with respect to the transaction contemplated by this Contract and no prior agreements a
4 95	representations shall be binding upon buyer of Seller inless included in this Contract No modification to or observe
458	in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.
95/ 458	O WANED College of Romar of College to install the college of the
450 450	Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this
460	Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.
461	R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritter
482	of handwritten provisions shall control all printed provisions of this Contract in conflict with them
463	S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received
484	including Deposits, have become actually and finally collected and deposited in the account of Ferror Amenical
#455 ###	or Closing Agent. Closing and disbursement of funds and delivery of Closing documents may be delayed by
467	Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts. T. LORN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and
468	conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower.
480	U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of
470	Florida and venue for resolution of all disputes, whether by mediation, arbitration of litigation, shall lie in the county in
471	which the Real Property is located.
472	X. BUYER WAIVER OF CLAIMS: Buyer waives any claims against Seller and, to the extent permitted by
473	law, egainst any real estate licensee involved in the negotiation of this Contract, for any defects or other
475	damage that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.
5 T T	
476	ADDENDA AND ADDITIONAL TERMS
477	19. ADDENDA: The following additional terms are included in the attached addenda and incorporated into this
476*	Contract (Check if applicable):
<u>ý</u>	☐ A. Condominium Assn. ☐ L. RESERVED ☐ R. Rezoning ☐ Y. Seller's Attorney ☐ B. Homeowners' Assn. ☐ S. Lease Purchase/ Approval
	L⊞B. Homeowners: Assn.
764	D Mortgage Assumption N. Coastal Construction T. Pre-Closing Approval
	☐ E. FHAVA Financing Control Line Occupancy ☐ AA. Licensee-Personal
	F. Appraisal Contingency O. Insulation Disclosure U. Post Closing Interest in Property
	☐ G. Short Sale ☐ P. Pre-1978 Housing Occupancy ☐ BB. Binding Arbitration
- 1	Historia owners' Insurance Statement (Lead V. Sale of Buyer's Some Addendum 1
	☐ J. FIRPTA Based Paint) Property and Addendum & ☐ J. Interest-Beating Acct. ☐ G. Housing for Older ☐ W.Back-up Contract
	☐ K. BESERVED Persons ☐ X. Kick-out Clause
479*	20. ADDITIONAL TERMS: This contract is contingent on Receiver getting Court approval to sale this unit. This
	contract also includes a boat slip assignment of boat slip # 30 and one parking space # 82.
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466° 487°	
488*	
409"	
490* 491*	
492	
493	
Виу	r's Initials Page 9 of 10 Seller's Initials
1 lock	sRealtors/Florids9ar-ASIS-1 Rev. 6/10 © 2010 Florida Realtors® and The Florida Bar. All rights reserved,

494 495 496 497	deliver a copy of the acceptance to Seller).	REJECTION The Buyer must sign or initial the counter-offered terms and					
498 497	THE PERSON WITH THE WOLLD'S TO SELECT THE WORLD'S THE WOLLD'S THE WOLLD'S THE WOLLD'S THE WOLLD'S THE WOLLD'S						
500,	THIS FORM HAS BEEN APPROVED BY THE FLORIDA'R	EALTORS AND THE FLORIDA BAR.					
501 502 503 504		nation in a nationion transmitted Tomas and namelians					
509 508	AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE A	MARGIN INDICATES THE LINE CONTAINS A BLANK TO					
507*	Buyer:	Date: 5-12-//					
606*	Buyer	Date:					
50 9 *	Seller	Date:					
610°	Seller:	Date:					
512° 513°	Buyer's address for purposes of notice	Saller's address for purposes of notice					
515 516 517 519 519	BROKER: Listing and Cooperating Brokers, if any, named to compensation in connection with this Contract Instruction disburse at Closing the full amount of the object ments with the parties and cooperative agreements with the parties and cooperative agreements retained such fees from the escrowed funds. This Contract made by Seller or Listing Broker to Cooperating Brokers	t to Closing Agent: Seller and Buyer direct Closing Agent olderage fees as specified in separate brokerage between the Brokers expent to the extent Broker has					
521*. 522**	Coastal Real Estate, Assoc., inc. (pt/cooperating Sales Associate, if any	Claudia L. Traywick Listing Sales Associate					
523°		Fred S Gould					
524	Cooperating Broker, if any	Listing Broker					

Elmit 2. . Addendum to Contract FLORIDA ASSOCIATION OF REALIORS Arg ta Addendum No. 1 to the Contract dated between oceanade Acquisticione ric - AMERICAN SENTERE, tot (Buver) concerning the property described as 6035 See Reach Dr. unit Hudson FL 34667 (the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract: The Property is owned by Oceanside Acquisitions, LLC, a company that is in Receivership. The Property is owned by Oceanside Acquisitions, LLC, a company that is in Receivership. Michael Goldberg is the Court Appointed Receiver. The Property is subject to a quiet title action styled alex Bistricer, as limited partner of Gulf Island Resort, L.P. and Gulf Island Resort, L.P. v. Cozatal Real Betate Associates, at al., Sixth Judicial Circuit Case No. 51-2003-CA-942ES. The case was subsequently moved to the Blaventh Judicial Circuit for Mismi-Dade County Case No. 08-79169-CA-09. The Court antered a judgment quieting title to the Property to Oceanside Acquisitions, LLC, the Seller. The Court also granted Receiver Michael Goldberge motion to sell the Property Free and Clear of Liens, Claims, and Encumbrances Case No. 07-42672-CA-09. Alex Bistriosz has filed a lie pendens stating his intention to appeal these orders and judgments. Consequently, the availability of title insurance on the Property is not cortain, and Alex Bistricers actions subsequent to a sale are unknown as is the outcome of the appeals. The Receiver recommends that Buyer or his councel review the pleadings in these cases and make an independent evaluation of the issues and potential outcome of any appeal. Saller has not inhabited the Property and makes no claims or warrenties regarding the condition of the property. The Property has been uninhabited for several years and may have Lagues with mold and arimal droppings. The electrical, plumbing, heating and air conditioning systems have not been operated recently, and seller makes no variantles or claims regarding such systems. The Property may have fire rated windows with gradks. Such windows must be replaced or repaired at Buyers expense. Seller and Coastal Real Estate Associates, Inc. recommend that Buyer employ licensed inspectors to inspect the Property. Gulf Paland Condominium Owners Association II (representing buildings 2 and 3) has made claims regarding the ability of owners in dulf Island Association I to own boat alips even though asveral owners in building I presently own boat alips and the developers sold boat alips to condominium owners in building 1. Buyer agrees to hold Coastel Real Retate Associates. Inc., its agents and employees, and oceaniside Acquisitions, lbc, its agents and employees and Michael Goldberg and his counsel harmless from any claims made due to the condition of the Property, from any claims made by Alex Bistricer or Gulf Island Resort, L.F., from any claims made by Association II, and otherwise from any and all claims made with mespect of the Property and agrees that Buyer is taking the Property as is where is and subject to the disclosures made herein. The Contract for Sale and its addends are subject to court approved by the Receivership Court, and the terms of any court approval are incorporated herein by reference. Buyer:

This form is available for use by the entire real estate industry and is not intended to identify the user as a Reaton. Reaton is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of Reatons and who subscribe to its Code of Ethics.

The contributed Spress 17 U.S. Code is not used forms.

a 7 25 Route 20 1954 Florida Association of Route 18 Route Research Transactiondesk, com. This sorsearch is transactiondesk, com.

Buyer:

Seller:

Seller:

Date:







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Addendum to Contract FLORIDA ASSOCIATION OF REALFORS

Addeadum No	c. 2 to the Contract dated	perwee	4"
	Oceanside Acquis	ictions are - C/O Ake, man Senterfittiselle	r)
and	Sunwest Investi	Ments LLC (Buyer	
concerning the	e property described as:	•	
5035 Se .	a Ranch Dr. Unit 803	Hudson FL 34667	

(the "Convact") Buyer and Selfer make the following terms and conditions part of the Convact:

Buyer shall deposit \$1,000.00 as a refundable earnest money deposit upon submitting the offer. Buyer shall deposit an additional refundable deposit amount equal to 10% of the purchase price less the \$1,000.00 previously deposited within 3 days of receipt in writing that the following conditions have been met:

- 1. Seller, Receiver, and the Receivership Court have approved and agreed to this Contract, and
- Buyer has obtained a title commitment from a reputable, nationally recognized title insurance company.

Upon occurrence of items 1 and 2 above, the Contract shall become binding, and the above referenced deposits shall become non-refundable. Buyer and Selier agree to close this transaction within 14 days of the occurrence of items 1 and 2 above.

If the above conditions can not be resolved within 120 days of the date of this Contract, this Contract shall be null and void, and any and all deposits made under this Contract shall be returned to Buyer. Not withstanding any of the above conditions, the Contract and closing date may be extended with written approval signed by both Buyer and Seller; however, each extension shall expire after thirty (30) days unless another time period is specified in the extension agreement.

r=2 //	
Date, 5-72-//	Buyer:
Date:	Buyer:
Date;	Seller:
Date.	Seiler:

This form is evaluable for use by the entire real estate industry and is not intended to identify the user as a REALTON. Realton is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of Realtons and who subscribe to its Code of Ethics.

The controlled laws of the United States (17 U.S. Code) brind the unauthorized removable to blank forms by any means including localities of computational forms.





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"AS IS" Residential Contract For Sale And Purchase THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

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1*	PA	RTIES:		Oceanside Acquistions, L Sunwest Invest ell and Buyer shall buy	LC- C/O Akerman S	antarfitt	/06mlim√N
2"	and	1		Sunwest Invest	ments, LLC	27 1125 1534	(Seller);
3	agi	ree that	Seller shall s	ell and Buver shall buv	the following descr	ihed Real Property	and Perennal
4	Pro	perty (co	lectively "Prope	rty") pursuant to the terms a	nd conditions of this	AS IS Residential Co.	tract For Sala
5	Αл	d Purcha	se and any riders	and addenda ("Contract"):		Sin in terminalities and	INDICE I OF GOIG
Œ	1.				•	ļ.	
7-		(a) Street	t address, city, z	in: 6035 Se	Ranch Drunit 804	, Hudson FL 34867	
Br		(b) Prop	erty is located in:	ON: ip: 6035 Se: Pasco County, Florida, I	Real Property Tax ID No	33-24-16-0360-00	000-8040
9°		(c) Lega	description of th	e Real Property: GULF ISLAN	ID BEACH & TENNI	S CLUBIA CONDOM	NIUM PER
10*				R 3300 PG 202 & COMMON			
11				ting improvements and fixture			
12		attac	had wall through	arpeting and flooring ("Real P	rozerto") unlare ener	i approners, punt-it i	aunaumga ama
13		idi Pars	ned Wen-to-wen C	he following items owned t	w Sellor and aviets	nicelly oxcluded books.	o of the date.
14		of th	e initial offer are	included in the purchase ("	Darronal Dranarius	ng on ma Propaity a	a of the data.
15		distric	isel ceiling fan/s	i), intercom, light fixtures, roo	ts dramarias and of	to renge(s)/usem(s).	nisuwasher(s).
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17*		addil	ional details are r	recessary, specify below. If it	oft blank the item be	i adomini mini die Alama is mat levimos die	BREAT DERIVE, II
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22*		(e) ane	ollowing lights si	e excluded from the purchase	•		
23*					***************************************	· · · · · · · · · · · · · · · · · · ·	
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25*				eld in escrow in the amount			1,000,00
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30. Su		Edial Addis	7316.5	s to be made within (if in it) in it. Name: State Rd 52, Hudson FL 3466 exactitle@verizon.net be delivered to Escrow Agent with the interest of the items of the	7 Dkene	727.963.5415.	
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44		COUN	ter-offer is deliver	EU.	reference the bank and	of the Browns and All the	بدالحسيطات ساكن
45				this Contract will be the date		or the buyer and Seller	nas signed of
48:	_			ial counter-offer ("Effective Da		ا المراجع المر	da a waa 20
47	4.	CLOSIN	G DATE: Unless	modified by other provisions	or this Contract, the	closing of this transact	ion shall occur
49				its required to be furnished b			
40"		("Closhn)") onMa	y 25, 2011 ("Closing	Date"), at the time e	stablished by the Closin	ig Agent.
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DUY Cu	ers a.p.	knitisis (skom <i>e</i> tlad	IN A CINE DAY	Page 1 of S/10 © 2010 Florida Realtons® and Ti	TO SOURCE AND	s Initials	EXHIBIT
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i1 i2	(a) If	Closing funds	ients, Closing s	ender(s) are	not available a ded for such p	t time of i eriod nec	Closing due to	o Truth in Le	ending Act (TILA) ce requirements,
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103	CLOSING COSTS, FEES AND C	HARGES
104 9. 105*	CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WA (a) COSTS TO BE PAID BY SELLER;	RRANTY; SPECIAL ASSESSMENTS:
	 Documentary stamp taxes and surfax on deed, if any 	- HOA/Condominium Association estoppel fees
	Owner's Policy and Charges (if Paragraph 9(c)(i) is checked) Title search charges (if Paragraph 9(c)(ii) is checked)	Recording and other fees needed to cure title
	Title search charges (if Paragraph 9(c)(lii) is checked) Other:	- Seller's attorneys fees
108	If, prior to Closing, Seller is unable to meet the AS IS Mainte	enance Requirement as required by Paragraph 11
107	a sum equal to 125% of estimated cost to meet the AS IS	Maintenance Requirement shall be ascrowed at
108	Closing: If actual costs to meet the AS IS Maintenance Re pay such actual costs. Any unused portion of escrowed amore	quirement exceed escrowed amount, Seller shall
110"	(b) COSTS TO BE PAID BY BUYER:	unt sitaline returned to Seller.
	Taxes and recording fees on notes and mortgages	 Loan expenses
	Recording fees for deed and financing statements	Appraisal fees
	 Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked) Survey (and elevation certification, if required) 	Buyer's inspections Buyer's anomeys' fees
	Lender's title policy and endorsements	- All property related insurance
	 HOA/Condominium Association application/transfer fees 	
	• Other	A Laborator Market Control of the Co
111* 112	(c) TITLE EVIDENCE AND INSURANCE: At least (if insurance commitment issued by a Florida licensed title insurance.	blank, then 5) days prior to Closing Date, a title
143	exceptions attached thereto ("Title Commitment") and, after	Closing, an owner's policy of title insurance (see
144	STANDARD A for terms) shall be obtained and delivered	to Buyer, if Seller has an owner's policy of title
115	insurance covering the Real Property, a copy shall be furnish	ed to Buyer and Closing Agent within 5 days after
116 117	Effective Date. The owner's title policy premium and charg and closing services (collectively, "Owner's Policy and	es for owners policy endorsements, title search,
118	(CHECK ONE)	Auditor sum me hand do set that maken
110*	 (i) Seller will designate Closing Agent and pay for Owner 	's Policy and Charges (but not including charges
120	for closing services related to Buyer's lender's policy and	
121 122*	shall be paid by Buyer to Closing Agent or such other provide [1] (ii) Buyer will designate Closing Agent and pay for Own	
123	services related to Buyer's lender's policy, endorsements, an	d loan closing; or
124*	(iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]:	Seller will furnish a copy of a prior owner's policy
125	of title insurance or other evidence of title and pay fees for, (
128	which is acceptable to Buyer's title insurance underwrite (C) municipal lien search. Buyer shall obtain and pay for po	Titor reissue of coverage; (B) tax search; and
128	owner's policy, and if applicable, Buyer's lender's policy.	Seller shall not be obligated to pay more than
120*		in artitle search ordered or performed by Clasing
130	Agent: (d) SURVEY: At least 5 days prior to Closing, Buyer may, at Bi	work amplica hour the Deel Driving guniduse
131	and certified by a registered Florida surveyor ("Survey"). If S	Seller has a survey covering the Real Property a
133	copy shall be furnished to Buyer and Closing Agent within 5 of	lays after Effective Date.
184*	(e) HOME WARRANTY: At Closing, ☐ Buyer ☐ Seller 🗵	N/A will pay for a home warranty plan issued by
136° 136	at a c warranty plan provides for repair or replacement of many of	
137	appliances in the event of breakdown due to normal wear an	
138	(f) SPECIAL ASSESSMENTS: At Closing, Seller will pay: (i) t	he full amount of liens imposed by a public body
130	("public body" does not include a Condominium or Homeowr	
140 141	ratified before Closing, and (ii) the amount of the public be improvement which is substantially complete as of Effective	
142	imposed on the Property before Closing, Buyer will pay all o	
143	be paid in installments (CHECK ONE):	teran de mejor tim din groen de legistro francisco de la filología de la filología de la filología de la filología La companione de la filología d
144*	 (a) Seller shall pay installments due prior to Closing. Closing, installments prepaid or due for the year 	
145*	(b) Seller shall pay the assessment(s) in full prior to	
147	IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL	BE DEEMED SELECTED.
146	This Paragraph 9(f) shall not apply to a special benefit tax I	
140	(CDD) pursuant to Chapter 190 F.S. which ilen shall be treat	ed as an ed valorem tax and prorated pursuant to
150	STANDARD K.	
Buyer's FloridaRi	Initials Page 3 of 10 Page 3 of	Seller's initials Sar, All rights reserved.

DISCLOSURES

152 10. DISCLOSURES:

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- (a) RADON GAS: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radion and radion testing may be obtained from your county health department.
- (b) PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- (c) MOLD: Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold. Buyer should contact an appropriate professional.
- (d) FLOOD ZONE; ELEVATION CERTIFICATION: Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.
- (e) ENERGY BROCHURE: Buyer acknowledges receipt of Flonda Energy-Efficiency Rating Information Brochure required by Section 553,996, F.S.
- (f) LEAD-BASED PAINT: If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.
- (a) HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE
- (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) TAX WITHHOLDING: If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.
- (i) SELLER DISCLOSURE: Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer Except as stated in the preceding sentence or otherwise disclosed in writing: (1) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; and (2) Seller extends and tritends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 161 11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casually Loss, Seller shall maintain the Property, including, but not limited to lawn, shrubbery, and pool, in the condition existing as of Effective Date 192 ("AS IS Maintenance Requirement").
 - 12. PROPERTY INSPECTION; RIGHT TO CANCEL: (a) PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have (if blank, 15) days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, In Buyer's sols discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of inspection Period. If Buyer timely terminates this Contract, the Deposit peld shell be immediately returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and Improvements required by Buyer's lender.

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- (b) WALK-THROUGH INSPECTION/RE-INSPECTION: On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS: If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES: At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

- 13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to COLLECTION, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become COLLECTED shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13; as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate. except to the extent of accounting for any items previously delivered out of escrew. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order, Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the excrowed funds or equivalent, Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.
- 14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition. square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER, Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage. Including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vender. Buyer and Saller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Peragraph 14,

Buyer's Initials Page 5 of 10 Seller's Initials Florida Realtons and The Florida Bar. All rights reserved.

Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

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- (a) BUYER DEFAULT: If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker, provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) SELLER DEFAULT: If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent affort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 15, may seek to recover such damages or seek specific performance. This Paragraph 15 shall survive Closing or termination of this Contract.
- 16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:
 - (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
 - (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.
- 17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

304 18. STANDARDS:

905 A, TITLE:

(I) TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS: Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mongages and purchase money mortgages, if any (if additional items, attach addendum); provided, that none prevent use of the Property for RESIDENTIAL PURPOSES. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be

321 (ii) TITLE EXAMINATION: Buyer shall have 5 days after receipt of Title Commitment to examine it and notify
322 Selici in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it
323 is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after
324 date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period")
325 after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller,
326 Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will

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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will
close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's
notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of
Cure Period, deliver written notice to Seller. (a) extending Cure Period for a specified period not to exceed 120 days
Within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure
Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date
has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or
c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from
all further obligations under this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others; or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

247 C. INGRESS AND EGRESS: Seller represents that there is Ingress and egress to the Real Property and title to 348 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASES: Seller shall, within 5 days after inspection Period, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying nature and duration of tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant, and income and expense statements for preceding 12 months ("Lease Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s) to confirm such information. If terms of the lease(s) differ materially from Seller's representations, Buyer may deliver written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who shall assume Seller's obligation thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting; (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for set improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

ser F. TIME: Calendar days shall be used in computing time periods. Any time periods provided for in this Contract see which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. see (where the Property is located) of the next business day. Time is of the essence in this Contract.

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: humcanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

sec H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, 381 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described saz in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by sea absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

384]. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

Des (i) LOCATION: Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title

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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mall or electronic means. 388 (ii) CLOSING DOCUMENTS: At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, mortgage, mortgage note, security agreement, financing statements, survey, base elevation certification, and other documents required by Buyer's lender, 3023

(fii) PROCEDURE: The deed shall be recorded upon COLLECTION of all closing funds. If the Title 304 Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the 393 escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, subject to 300 COLLECTION of all closing funds, disburse at Closing the brokerage fees to Broker and the net sale proceeds to

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide 3.05 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow 400 and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment. Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale, and (4) if Buyer fails to make timely demand for refund of the 408 Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

410 K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by ans prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to 416 Buyer, Eacrow deposits held by Seller's mortgages will be paid to Seller. Taxes shall be prorated based on current 417 Year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing 418 occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be in prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then 420 taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of 421 year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorected 422 based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, 423 request shall be made to the County Property Appraiser for an informal assessment taking into account available 424 exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of 425 current year's tax bill. This STANDARD K shall survive Closing.

426 L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, 428 Including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated 433 cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing, if actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of excrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1,5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, 441 as cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be confingent upon nor extended or delayed by, such Exchange

44 O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any 46 notice of it shall be recorded in any public records. This Contract shall be binding on, and inule to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural

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Page 8 of 10 Se	eller's indials
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Buyers initials Page 8 of 10 September 10 Page 8 of 10 September 10 Page 8 of 10 September 10 Page 8 of 10 Pa	the state of the s
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STANDARDS FOR RE and one gender shall include all. Notice and estate licensee) representing any party sha writing and may be made by mail, person	delivery given by or to t	he aftorney or broker (fr	to All materian much be i
electronic (including "pdf") copy of this Contro	act and any signatures	percou spall pe couside	red for all purposes as a
P. INTEGRATION; MODIFICATION; This	Contract contains the	full and complete unde	rstanding and agreeme
of Buyer and Seller with respect to the transpersentations shall be binding upon Buyer in this Contract shall be valid or binding upon to be bound by it.	of Seller unless includ	ed in this Contract No.	modification to or chang
Q. WAIVER: Failure of Buyer or Seller to it Contract, or to take adventage of any right rights.	nsist on compliance wit under this Contract, sh	ih, or strict performance all not constitute a wai	of, any provision of the
R. RIDERS; ADDENDA; TYPEWRITTEN or handwritten provisions shall control all prin	ted provisions of this Co	intract in conflict with the	Ann.
S. COLLECTION or COLLECTED: "COLLI including Deposits, have become actually or Closing Agent. Closing and disbursem	and finally collected a	nd deposited in the a	COUNT OF FREEDING AGOV
Liosing Agent until such amounts have be	en Collected in Cl	osing Agent's account	8
T. LOAM COMMITMENT: "Loan Commitment is unditional upon which the lender is willing to	make a particular morto	ace loan to a particular	borrower
U. APPLICABLE LAW AND VENUE: This	Contract shall be const	rued in accordance wit	the laws of the State
Florida and venue for resolution of all dispute which the Real Property is located.	s, whether by mediation	, arbitration or litigation,	shall lie in the county in
X. BUYER WAIVER OF CLAIMS: Buyer	waives any claims ac	rainst Seller and to	he extent permitted I
law, against any real estate licensee invo	olved in the negotiati	on of this Contract. A	or any defects or other
damage that may exist at Closing of this claiming by, through, under or against the	Contract and be subs	equently discovered	by the Buyer or anyon
ADDEND 19. ADDENDA: The following additional ter Contract (Check if applicable):	A AND ADDITIONAL 1	ERMS e attached addenda a	nd incorporated into the
☐ A. Condominium Assn. ☐ L. RESERV ☐ B. Homeovmers' Assn.		oning DY	Seller's Attorney Approval
☐ C. Seller Financing ☐ M. Defective ☐ D. Mortgage Assumption ☐ N. Coastal C	Drywall Lea	se Option 🔲 Z	Buyeds Attorney Approval
☐ E. EHAVA Financing Control L ☐ F. Appraisal Contingency ☐ O. Insulation	ine Occ	upancy 🔲 A	A. Licensee-Personal Interest in Property
☐ G. Short Sale ☐ P. Pre-1978 ☐ H. Homeowners' Insurance Statemer		upanoy ☐ B e of Buyer's 🔯	Binding Arbitration Other Addandum 1
. FIRPTA Based Pa	aint) Proj	perty ar	d Addendum 2
☐ J. Interest-Bearing Acct. ☐ Q. Housing ☐ K. RESERVED Persons		k-up Contract -out Clause	
20. ADDITIONAL TERMS: This contract is contract also includes a boat slip assignmen	ontingent on receiver g	etting Court approval t	sale this unit. This
tentrace and includes a roat sup assignmen	TO THE STATE OF THE STATE OF	we haven'd shace nos	
	10 (Mark)		
		1.	
The state of the s			
		***	THE PROPERTY OF THE PROPERTY O

484 195* 490 497*	deliver a copy of the acceptance to Seller).	REJECTION Buyer must sign or initial the counter-offered terms and
498 499	THIS IS INTENDED TO BE A LEGALLY BINDING CONTRA OF AN ATTORNEY PRIOR TO SIGNING.	CT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE
500.	THIS FORM HAS BEEN APPROVED BY THE FLORIDARI	EALTORS AND THE FLORIDA BAR.
503	and conditions in this Contract should be accepted by the	natiles in a mariforday transpolitor. Tames and consistent
50S. 508	AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE N BE COMPLETED.	IARGIN INDICATES THE LINE CONTAINS A BLANK TO
5 07°	Buyer: / / /	Date: 5-12-//
608*	Buyer,	Date;
509*	Seller	Date:
610 *	Seller:	Date:
511 512 513 514		Seller's address for purposes of notice
518 617 519 519	BROKER: Listing and Cooperating Brokers, if any, named to compensation in connection with this Contract: Instruction to disburse at Closing the full amount of the braggeriants with the parties and cooperative agreements retained such fees from the escrowed funds. This Contract made by Selfer or Listing Broker to Cooperating Brokers.	to Closing Agent: Seller and Buyer direct Closing Agent kerage fees as specified in separate brokerage between the Brokers expent to the patent Broker has
621¢.	Cooperating Sales Associate, if any	Claudia L. Traywick
523*		Fred 8 Gould
524	Cooperating Broker, if any	Listing Broker

Addendum to Contract FLORIDA ASSO "LETICN OF RELUCES"

Addendum No. 1 to the C	in the second se
	Oceanside Acquisitions LLC - (10 HKronge Synher) Al
and Sign	west Investments, LLC (Buyer)
concerning the property described as:	· · · · · · · · · · · · · · · · · · ·
5035 Sea Rangh Dr. unit	O4 Rudson FL 34667
Michael Goldberg is the Court action styled Alex Bistrider, Resort. L.F. v. Coastal Real 12003-CA-94285. The case was subsequenced to Oceanside Acquisis Goldbergs motion to sell the 1800-09-1809-CA-	e the following terms and conditions part of the Contract: naide Acquisitions, LLC, a company that is in Receivership. Appointed Receiver. The Property is subject to a quiet title as limited partner of Gulf Island Resort, L.P. and Gulf Island Estate Associates, et al., Sixth Judicial Circuit Case No. 51- ubsequently moved to the Eleventh Judicial Circuit for MismiCA-09. The Court entered a judgment quieting title to the tions, LUC, the Seller. The Court also granted Receiver Michael Property Free and Clear of Liens, Claims, and Entumbrances Case ricer has filed a lis pendens stating his intention to appeal onsequently, the availability of title insurance on the Alex Bistricers actions subsequent to a sale are unknown as is he Receiver recommends that Buyar or his coursel review the make an independent evaluation of the issues and potential
condition of the property. The issues with mold and enimal dr conditioning systems have not claims regarding such systems windows must be replaced or re	Property and makes no claims or warranties regarding the Property has been uninhabited for several years and may have roppings. The electrical, plumbing, heating and air been operated recently, and Saller makes no warranties or . The Property may have fire rated windows with cracks. Such apaired at Buyers expense. Seller and Coastal Real Estate at Buyer employ licensed inspectors to inspect the Property.
claims recarding the shility (s Association II (representing buildings 2 and 3) has made of owners in Gulf Island Association I to own boat alips even ding 1 presently own boat alips and the developers sold boat a building 1.
Oceanside Acquisitions, ILC, hermiess from any claims made Alex Bietricer or Guif Teland otherwise from any and all clasking the Property as is whe	Real Estate Associates, Inc., its agents and employees, and its agents and employees and Wicheel Soldberg and his counsel due to the condition of the Property. Irom any claims made by Resort, L.P., from any claims made by Association II, and aims made with respect of the Property and agrees that Buyer is relief and subject to the disclosures made herein.
The Contract for Sale and its Court, and the terms of any c	addends are subject to court approval by the Receivership ourt approval are incorporated herein by reference.
Date: 5-12-11	Buyer:
Date.	Buyer
Dete:	Seller:
Date:	Seller:

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Madelencies II DO DO TREGO PLONDA ASSOCIATION DE REALTORS*

Addendu	m No. 2 to the Contract dated_		between
	oceaside	Acquisitions ale . C/C AKERMON SENTER	
and	Sunwest	Investments, LLC	(Suyer)
concerniu	g the property described as:	·	-
6035	Sea Ranch Dr. Unit 804	Rudson FL 34657	

the Contract'). Buyer and Seller make the following terms and conditions part of the Contract:
Buyer shall deposit \$1,000.00 as a refundable earnest money deposit upon submitting the offer. Buyer shall deposit an additional refundable deposit amount equal to 10% of the purchase price less the \$1,000.00 previously deposited within 3 days of receipt in writing that the following conditions have been met:

- 1. Saller, Receiver, and the Receivership Court have approved and agreed to this Contract, and
- 2. Euyer has obtained a title commitment from a reputable, nationally recognized title insurance company.

Upon occurrence of items 1 and 2 above, the Contract shall become binding, and the above referenced deposits shall become non-refundable. Buyer and Seller agree to close this transaction within 14 days of the occurrence of items 1 and 2 above.

If the above conditions can not be resolved within 120 days of the date of this Contract, this Contract shall be null and void, and any and all deposits made under this Contract shall be returned to Buyer. Not withstanding any of the above conditions, the Contract and closing date may be extended with written approval signed by both Buyer and Seller, however, each extension shall expire after thirty (30) days unless another time period is specified in the extension agreement.

Date: 5-12-11	Buyer:
Jsie.	Buyer:
Date:	Seller:
Date:	Seller:

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