

USE CALENDAR DAYS TO CALCULATE TIME PERIODS – SEE PARAGRAPH 13(C)

1 PARTIES: _____ ("Seller"),
2 and _____ ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

5 1. PROPERTY DESCRIPTION:

- 6 (a) Street address, city, zip: _____
7 (b) Property is located in: _____ County, Florida. Real Property Tax ID No: _____
8 (c) Legal description of the Real Property: _____

10 together with all existing improvements and fixtures including, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real
11 Property") unless specifically excluded below.

12 (d) Personal Property: The following items owned by Seller and existing on the Property as of the date of the initial offer are
13 included in the purchase ("Personal Property"): (i) all light fixtures, rods, draperies and other window treatments, garage door openers
14 and security gate and other access devices; and (ii) those additional items checked below (if there are multiple items, enter the number
15 of items, and, if additional details are necessary, specify below. If left blank, the item is not included.):

- [] Range/Oven [] Smoke Detector [] Pool Barrier/Fence [] Storage Shed
[] Refrigerator [] Security System [] Pool Equipment [] Satellite Dish/TV Antenna
[] Stand-alone Ice Maker [] Intercom [] Pool Heater [] Water Softener/Purifier
[] Dishwasher [] Ceiling Fan [] Spa or Hot Tub with Heater [] Hurricane shutters and
[] Disposal [] Window/Wall A/C [] Above Ground Pool panels
[] Microwave Oven [] Generator [] _____
[] Washer [] _____
[] Dryer [] _____

16 The only other items of Personal Property included in the purchase, and any additional details regarding Personal Property, if necessary, are: _____

20 The above listed Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

21 (e) The following items are excluded from the purchase: _____

PRICE AND FINANCING

24 2. PURCHASE PRICE (U.S. currency): _____ \$ _____

25 (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION –
26 see "Note" below and Paragraph 13(g)) _____ \$ _____

27 The initial deposit made payable and to be delivered to "Escrow Agent" named below

28 (CHECK ONE): [] accompanies offer or [] is to be made upon acceptance (Effective Date), or
29 [] is to be made within _____ days (if blank, then 3 days) after acceptance (Effective Date)

30 Escrow Agent Information: Name _____
31 Address: _____
32 Phone: _____ Fax: _____
33 E-mail: _____

34 (b) Additional escrow deposit to be delivered to Escrow Agent within _____ days after Effective
35 Date in the amount of _____ \$ _____

36 (The initial deposit and all additional deposits, if any, paid or agreed to be paid, are collectively referred
37 to as the "Deposit")

38 (c) Financing in the amount of ("Loan Amount" – see Paragraph 4 below) _____ \$ _____

39 (d) Other: _____ \$ _____

40 (e) Balance to close by cash or wire transfer or LOCALLY DRAWN cashier's or official bank
41 check(s) (not including Buyer's Closing Costs, prepaid items and prorations) _____ \$ _____

42 NOTE: COLLECTION means any checks tendered or received, including for Deposits or funds to close, have become actually and
43 finally collected and deposited in the account of the Escrow Agent or Closing Agent. See 12 CFR 210.2(b). Disbursements for Closing
44 may be delayed until such amounts have been collected in the Escrow Agent's or Closing Agent's accounts. See Paragraph 13(g).

45 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:

46 (a) If this offer and counteroffers, if any, are not signed by Buyer and Seller, and an executed copy delivered to all parties on or
47 before _____, this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer.

48 (b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or initialed and
49 delivered this offer or the final counteroffer ("Effective Date").

50 4. FINANCING: (Check as applicable)

51 [] (a) Buyer will pay cash, or may obtain a loan, for the purchase of the Property, but there is no financing contingency to Buyer's
52 obligation to close.

53 [] (b) This Contract is contingent upon Buyer obtaining approval for a [] conventional [] FHA [] VA loan on the following terms
54 within _____ days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for [] a fixed, [] an adjustable, [] a fixed or
55 adjustable, rate loan in the principal amount of \$ _____ or _____% of the Purchase Price, at an initial interest rate not to
56 exceed _____%, and for a term of _____ years ("Financing").

57 Buyer will make application for the Financing within _____ days (if blank, then 5 days) after Effective Date and use good faith and diligent
58 effort to obtain approval for the Financing ("Loan Approval") and close this Contract. Buyer shall keep Seller and Broker fully informed about loan
59 application status and Loan Approval and authorizes the mortgage broker and lender to disclose such status and progress to Seller and Broker.

60 If Buyer does not receive Loan Approval, then Buyer may cancel this Contract by delivering written notice to Seller, and the
61 Deposit shall be refunded to the Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

62 If Buyer does not deliver written notice to Seller of Loan Approval or waiver of this financing contingency, then after Loan Approval Date
63 Seller may cancel this Contract by delivering written notice to Buyer and the Deposit shall be refunded to the Buyer, thereby releasing Buyer and
64 Seller from all further obligations under this Contract.

65 If Buyer delivers written notice to Seller of Loan Approval and this Contract does not thereafter close, the Deposit shall be paid to Seller
66 unless the failure to close is due to: (1) Seller's default; (2) the Property related conditions of the Loan Approval have not been met (except when
67 such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by lender is insufficient to meet the terms of
68 the Loan Approval; or (4) the Loan is not funded due to the financial failure of lender, in which event the Deposit shall be returned to Buyer.

69 [] (c) Assumption of existing mortgage (see rider for terms); or

70 [] (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

71 CLOSING

72 5. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing
73 documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on
74 _____ ("Closing Date"), at the time established by the Closing Agent. If extreme weather or other
75 condition or event constituting "force majeure" (see Paragraph 13(d)) causes: (i) disruption of utilities or other services essential for
76 Closing, or (ii) Hazard, Wind, Flood or Homeowners' Insurance, to become unavailable prior to Closing, Closing will be extended a
77 reasonable time up to 3 days after the restoration of utilities and other services essential to Closing, and availability of applicable
78 Hazard, Wind, Flood, or Homeowners' insurance. If (i) or (ii) above continues more than 14 days beyond Closing Date, then either
79 party may terminate this Contract by delivering written notice to the other party and Buyer shall be refunded the Deposit, thereby
80 releasing Buyer and Seller from all further obligations under this Contract.

81 6. OCCUPANCY AND POSSESSION: At Closing, Seller will: (i) have removed all personal items and trash from the Property and
82 (ii) deliver occupancy and possession, along with all keys, garage door openers, and access devices per this Contract, to Buyer.

83 If Property is occupied by a tenant and such occupancy is intended to continue beyond Closing Date, the fact and terms thereof and the
84 tenant(s) or occupants shall be disclosed pursuant to Paragraph 13(b).

85 If Property is intended to be occupied by Seller beyond Closing, Buyer and Seller shall, at or before Closing, enter into a lease governing
86 Seller's post-Closing occupancy ("Post-Closing Occupancy").

87 If occupancy is to be delivered to Buyer prior to Closing Date, Buyer and Seller shall, prior to the commencement of such occupancy, enter
88 into a lease governing Buyer's pre-Closing occupancy ("Pre-Closing Occupancy"). Unless addressed otherwise in a lease between the parties,
89 Buyer shall, upon occupying the Property prior to Closing: (i) assume all risks of loss to Property caused by Buyer from date of occupancy; (ii) be
90 responsible and liable for maintenance from that date; and (iii) be deemed to have accepted Property in its existing condition as of date of
91 occupancy, except with respect to any items identified by Buyer prior to taking occupancy which require repair, treatment or remedy as described
92 in Paragraph 11.

93 7. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

94 (a) LOCATION: Closing will take place in the county where the Real Property is located at the office of the attorney or other
95 closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no title insurance,
96 designated by Seller. Closing may be conducted by mail or electronic means.

97 (b) CLOSING DOCUMENTS: At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale, certificate of title,
98 construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective instruments. At Buyer's option and cost,
99 Seller will, at Closing, assign any assignable repair and treatment contracts to Buyer and provide Buyer with paid receipts for all work
100 done on the Property pursuant to the terms of this Contract. Buyer shall furnish and pay for, as applicable, mortgage, mortgage note,
101 security agreement, financing statements, survey, base elevation certification, and other documents required by Buyer's lender.

102 (c) PROCEDURE: Seller shall convey marketable title to the Property pursuant to Paragraph 12. The deed shall be recorded
103 upon Collection of all closing funds. If the Title Commitment insures adverse matters pursuant to Section 627.7841, F.S., as
104 amended, the escrow closing procedure required by Standard 13(g) shall be waived, and Closing Agent shall, subject to Collection of
105 all closing funds, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

106 (d) TAX WITHHOLDING: If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act
107 ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.

108 8. CLOSING COSTS; TITLE INSURANCE AND SURVEY COSTS; PRORATIONS; HOMEOWNER'S WARRANTY: The following
109 are costs, fees, and charges which each of the parties may incur:

110 (a) SELLER COSTS:

- Documentary stamp taxes and surtax, if any, on the deed
• Recording and other fees needed to cure title
• Policy and Title Charges (if applicable under Paragraph 8(c)(i) below)
• HOA /Condominium Association estoppel fees
• Seller's attorneys' fees
Other: _____

111 Seller will pay the following amounts/percentages of the Purchase Price for the following costs and expenses:

- 112 (i) up to \$ _____ or _____ % (1.5% if left blank) for General Repair Items ("General Repair Limit"); and
113 (ii) up to \$ _____ or _____ % (1.5% if left blank) for WDO treatment and repairs ("WDO Repair Limit"); and
114 (iii) up to \$ _____ or _____ % (1.5% if left blank) for costs associated with closing out open building permits
115 and obtaining required building permits for unpermitted improvements ("Permit Limit").

116 If, prior to Closing, Seller is unable to meet one or more of the following: the Maintenance Requirement as required by Paragraph 10; or the
117 repairs, treatments or permitting as required by sub-Paragraphs 11(d), (e) or (f) below, then, sums equal to one hundred twenty-five percent
118 (125%) of the estimated cost to complete the Maintenance Requirement and each of the repairs, treatments, or permitting (but, not in excess
119 of applicable General Repair, WDO Repair, and Permit Limits set forth above, if any), shall be escrowed at Closing. If the actual cost of

120 repairs, treatment or permitting exceed the applicable escrowed amounts, Seller shall pay such actual costs (but, not in excess of applicable
121 General Repair, WDO Repair, and Permit Limits set forth above). Any unused portion of the escrowed amount(s) shall be returned to Seller.

122 (b) BUYER COSTS:

- Taxes and recording fees on notes and mortgages
• Recording fees for the deed and financing statements
• Loan expenses
• Lender's title policy and endorsements
• Policy and Title Charges (if applicable under Paragraph 8(c)(ii) below)
• Appraisal fees
• Buyer's Inspections
• Survey (and elevation certification, if required)
• All property related insurance
• HOA/Condominium Association application and transfer fees
• Buyer's attorneys' fees
• Other:

123 (c) TITLE EVIDENCE AND INSURANCE: At least ___ days (if blank, then 5 days) prior to Closing a title insurance commitment
124 issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment")
125 and, after Closing, an owner's policy of title insurance (see Paragraph 12(a) for terms) shall be obtained and delivered to Buyer. If Seller
126 has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after
127 Effective Date. The costs of the owner's title policy and charges for title search and closing fees and services (collectively, "Policy and
128 Title Charges") shall be paid, as set forth below (CHECK ONLY ONE):

- (i) Seller will obtain and pay for the Policy and Title Charges (but not including charges for closing services related to the
130 mortgagee policy or Buyer's loan closing, which amounts shall be paid by Buyer); or
 (ii) Buyer will obtain and pay for the Policy and Title Charges; or
 (iii) [SOUTH FLORIDA PROVISION]: Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of
133 title and pay for a continuation or update of such title evidence which is acceptable to Buyer's title insurance underwriter for reissue of
134 coverage, and Buyer shall obtain and pay for post-Closing continuation and the premium for Buyer's owner's policy, and if applicable,
135 mortgagee's policy.

136 (d) SURVEY: At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a
137 registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Closing Agent within
138 5 days after Effective Date.

139 (e) PRORATIONS; CREDITS: The following items will be made current (if applicable) and prorated as of the day prior to Closing
140 Date or occupancy, if occupancy occurs before Closing: real estate taxes, interest, bonds, assessments (except as provided in
141 Paragraph 9(a) below), association fees, insurance, rents and other expenses of the Property. Buyer shall have the option of taking
142 over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or
143 decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will
144 be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on the current
145 year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date
146 when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such
147 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
148 there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence
149 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
150 upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into
151 account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of
152 current year's tax bill. This Paragraph 8(e) shall survive Closing.

153 (f) HOME WARRANTY: At Closing, Buyer Seller N/A will pay for a home warranty plan issued by _____
154 _____ at a cost not to exceed \$ _____. A home warranty plan provides for repair or replacement of many of
155 a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the
156 agreement's warranty period.

DISCLOSURES

9. DISCLOSURES:

159 (a) SPECIAL ASSESSMENTS: The Property may be subject to unpaid special assessment lien(s) imposed by a public body
160 ("public body" does not include a Condominium or Homeowner's Association). At Closing, Seller will pay: (i) the full amount of such
161 liens that are certified, confirmed and ratified before Closing, and (ii) the amount of the public body's most recent estimate or
162 assessment for an improvement which is substantially completed as of Effective Date but that has not resulted in a lien being imposed
163 on the Property before Closing; Buyer will pay all other assessments. If special assessments may be paid in installments (CHECK
164 ONE - IF NEITHER BOX IS CHECKED, THEN BUYER SHALL PAY INSTALLMENTS DUE AFTER
165 CLOSING):

- Buyer shall pay installments due after closing.
 Seller will pay the assessment in full prior to or at the time of closing.

168 This Paragraph shall not apply to liens imposed by a community development district (CDD) created pursuant to Chapter
169 190 F.S. The special benefit tax assessment imposed by a CDD shall be treated as an ad valorem tax and prorated pursuant
170 to Paragraph 8(e) above.

171 (b) RADON GAS: Radon is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may
172 present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been
173 found in buildings in Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health
174 unit.

175 (c) PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer in a written property disclosure
176 statement, Seller does not know of any improvements made to the Property which were made without required permits or
177 pursuant to permits which have not been properly closed.

178 (d) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires
179 additional information regarding mold, Buyer should contact an appropriate professional.

180 (e) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the
181 Property is in, whether flood insurance is required by lender, and what restrictions apply to improving the Property and rebuilding in the
182 event of casualty. If the Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and the finished floor elevation is
183 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from Effective
184 Date, failing which Buyer accepts the existing elevation of the buildings and flood zone designation of the Property.

185 (f) **ENERGY BROCHURE:** Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by
186 Section 553.996, F.S.

187 (g) **LEAD-BASED PAINT:** If the Real Property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

188 (h) **HOMEOWNERS ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL**
189 **BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION COMMUNITY DISCLOSURE, IF APPLICABLE.**

190 (i) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY**
191 **TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT**
192 **TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE**
193 **PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING**
194 **VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**

195 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily
196 observable by Buyer and which have not been disclosed to Buyer.

197 **PROPERTY CONDITION, INSPECTIONS AND EXAMINATIONS**

198 **10. PROPERTY CONDITION/MAINTENANCE:** Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and
199 pool, in the condition existing as of the Effective Date, except for ordinary wear and tear and Casualty Loss, and those repairs required
200 to be made by this Contract ("Maintenance Requirement").

201 **11. PROPERTY ACCESS, INSPECTION AND EXAMINATION; PROPERTY REPAIR:**

202 (a) **INSPECTION PERIODS:** Buyer will complete: (i) the General Inspection and WDO Inspection referenced in Paragraphs 11(d)
203 and (e) by the earlier of 10 days after the Effective Date or 5 days prior to Closing Date ("General Repair and WDO Inspection Period");
204 (ii) the Permit Inspection referenced in Paragraph 11(f) 10 days prior to Closing ("Permit Inspection Period"); and (iii) the walk-through
205 inspection referenced in Paragraph 11(g) on either the day prior to Closing Date or the Closing Date, as specified by Buyer.

206 (b) **PROPERTY CONDITION:** The following items shall be free of leaks, water damage or structural damage: ceiling, roof
207 (including fascia and soffits), and exterior and interior walls, doors, windows, and foundation of the Property. The above items together
208 with pool, pool equipment, non-leased major appliances, heating, cooling, mechanical, electrical, security, sprinkler, septic and
209 plumbing systems and machinery, seawalls, and dockage, are, and shall be maintained until Closing, in "Working Condition" (defined
210 below). Torn or missing screens (including pool and patio screens), fogged windows, and missing roof tiles or shingles will be repaired
211 or replaced by Seller prior to Closing. Prior to Closing Seller will cause all open permits to be closed out and Seller will obtain and close
212 out any building permits for improvements or repairs to the Property necessary to fulfill Seller's obligations under Paragraph 11(f)(ii).
213 Seller is not obligated to bring any item into compliance with existing building code regulations unless necessary to fulfill Seller's
214 obligation to repair or replace such item. Seller is not required to repair or replace "Cosmetic Conditions" (defined below), unless the
215 Cosmetic Condition resulted from a defect in an item Seller is obligated to repair or replace. "Working Condition" means operating in
216 the manner in which the item was designed to operate. "Cosmetic Conditions" means aesthetic imperfections that do not affect the
217 Working Condition of the item, including, but not limited to, pitted marcite; tears, worn spots and discoloration of floor coverings,
218 wallpapers, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls, flooring, tile, fixtures, or
219 mirrors; and minor cracks in walls, floor tiles, windows, driveways, sidewalks, pool decks, and garage and patio floors. Cracked roof
220 tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no
221 evidence of actual leaks, leakage or structural damage.

222 (c) **ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall, upon
223 reasonable notice, provide utilities service and access to the Property for appraisals and inspections, including a walk-through (or
224 follow-up walk-through if necessary) prior to Closing, to confirm that all items of Personal Property are on the Real Property, that all
225 required repairs, replacements or actions (as required in Paragraphs 11(d), (e), and (f) have been completed, and that the Property has
226 been maintained as required by the Maintenance Requirement. If Buyer fails to timely deliver a written notice required by Paragraphs
227 11(d), (e) or (f) below, then Buyer waives Seller's obligation to repair or replace and accepts the applicable items in their "as is"
228 conditions, except that Seller must continue to meet the Maintenance Requirement until Closing. If the transaction contemplated by this
229 Contract does not close, Buyer will repair all damage to the Property resulting from Buyer's inspections, return the Property to its pre-
230 inspection condition and provide Seller with paid receipts for all work done on Property upon its completion.

231 (d) **GENERAL PROPERTY INSPECTION AND REPAIR:**

232 (i) **Inspection:** During the General Repair Inspection Period, Buyer may, at Buyer's expense, have those items specified in
233 Paragraph 11(b) which Seller is obligated to repair or replace (the "General Repair Items") inspected (the "General Inspection") by a
234 person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida
235 license to repair and maintain the items inspected ("Professional Inspector"). Buyer shall, within 3 days after the General Repair
236 Inspection Period, deliver written notice to Seller of any General Repair Items that are not in the condition required by Paragraph 11(b)
237 and a copy of the portion of Professional Inspector's written report dealing with such items. If Buyer fails to timely deliver the
238 Professional Inspector's written report, Buyer accepts the General Repair Items "as is", subject only to the Maintenance Requirement.

239 (ii) **General Property Repairs:** Seller is only obligated to make repairs, up to the General Repair Limit, necessary to bring
240 General Repair Items into the condition specified in Paragraph 11(b). Seller will within 5 days from receipt of Buyer's General
241 Inspection report, have reported repairs to General Repair Items estimated by an appropriately licensed person. Seller may, within said
242 5 days, have a second inspection made by a Professional Inspector and report such repair estimates to Buyer. If Buyer's and Seller's
243 inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will choose, and equally split the cost
244 of, a third Professional Inspector, whose written report will be binding on the parties. If the cost to repair General Repair Items equals
245 or is less than the General Repair Limit, Seller will have the repairs made in accordance with Paragraph 11(h). If the cost to repair

246 General Repair Items exceeds the General Repair Limit, either party may terminate this Contract and Buyer shall be refunded the
 247 Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract, unless: (A) either party agrees to pay the
 248 excess; or (B) Buyer designates which repairs of General Repair Items Seller shall make, at a total cost to Seller not exceeding the
 249 General Repair Limit, and accepts the balance of the General Repair Items in their "as is" condition, subject to the Maintenance
 250 Requirement.

251 (e) **WOOD DESTROYING ORGANISM INSPECTION AND REPAIR:**

252 (i) **Inspection for Wood Destroying Organisms:** During the WDO Inspection Period, Buyer may, at Buyer's expense, have
 253 the Property inspected by a Florida-licensed pest control business ("WDO Inspector") to determine the existence of past or present
 254 WDO infestation and damage caused by infestation ("WDO Inspection"). Buyer shall, within 3 days after the WDO Inspection Period,
 255 deliver a copy of the WDO Inspector's written report to Seller if any evidence of WDO infestation or damage is found. "Wood-
 256 Destroying Organism" ("WDO") means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-
 257 decaying fungi, that damages or infests seasoned wood in a structure, excluding fences. If Buyer fails to timely deliver the WDO
 258 Inspector's written report, Buyer accepts the Property "as is" with regard to WDO infestation and damage, subject to the Maintenance
 259 Requirement.

260 (ii) **WDO Repairs:** If Seller previously treated the Property for the type of WDOs found by Buyer's WDO Inspection, Seller
 261 does not have to retreat the Property if (A) there is no visible live infestation, and (B) Seller, at Seller's cost, transfers to Buyer at
 262 Closing a current full treatment warranty, for the type of WDOs found. Otherwise, Seller will, within 5 days from receipt of Buyer's WDO
 263 Inspector's report, have reported WDO damage estimated by an appropriately licensed person and corrective treatment estimated by a
 264 licensed pest control business. Seller will have treatments and repairs made in accordance with Paragraph 11(h) up to the WDO
 265 Repair Limit. If the cost to treat and repair the WDO infestations, and damage to the Property exceeds the WDO Repair Limit, either
 266 party may terminate this Contract by written notice to the other and Buyer shall be refunded the Deposit, thereby releasing Buyer and
 267 Seller from all further obligations under this Contract, unless Buyer: (1) agrees to pay the excess; or (2) designates which WDO repairs
 268 Seller shall make, at a total cost to Seller not exceeding the WDO Repair Limit, and accepts the balance of the Property in its "as is"
 269 condition with regard to WDO infestation and damage, subject to the Maintenance Requirement.

270 (f) **INSPECTION AND CLOSE-OUT OF BUILDING PERMITS:**

271 (i) **Inspection for Building Permits:** During the Permit Inspection Period, Buyer, at Buyer's expense, may review and
 272 examine public records to determine whether there exist any open building permits or unpermitted improvements to the Property
 273 ("Permit Inspection"). Buyer shall, within 3 days after the Permit Inspection Period, deliver written notice to Seller of the existence of
 274 any open building permits or unpermitted improvements to the Property. If Buyer fails to timely deliver the Permit Inspection written
 275 notice, Buyer accepts the Property "as is" with regard to the status of building permits.

276 (ii) **Close-Out of Building Permits:** If Buyer's Permit Inspection identifies open or needed permits, then no later than 5 days
 277 prior to Closing Date, Seller shall, up to the Permit Limit: (A) have open building permits closed by the applicable governmental entity,
 278 and (B) obtain and close any required building permits for improvements to the Property. At Closing, Seller will provide Buyer with any
 279 written documentation that all open building permits identified by Buyer's Permit Inspection have been closed out and that Seller has
 280 obtained required building permits for improvements to the Property. If final permit inspections cannot be performed due to delays by
 281 the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections, failing which, either party
 282 may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations
 283 under this Contract. If the cost to close out open building permits or to remedy any permit violation of any governmental entity exceeds
 284 the Permit Limit, either party may terminate this Contract by written notice to the other and Buyer shall be refunded the Deposit, thereby
 285 releasing Buyer and Seller from all further obligations under this Contract, unless: (1) either party agrees to pay the excess; or (2) Buyer
 286 accepts the Property in its "as is" condition with regard to the status of building permits and receives a credit from Seller at Closing in
 287 the amount of the Permit Limit.

288 (g) **WALK-THROUGH INSPECTION/REINSPECTION:** Buyer, Buyer's representative, or both may perform a walk-through (and
 289 follow-up walk-through, if necessary) inspection of the Property solely to verify that Seller has made repairs required by this Contract,
 290 has met the Maintenance Requirement and has met all contractual obligations. If Buyer, and/or Buyer's representative, fails to conduct
 291 this inspection, Seller's repair obligations and Maintenance Requirement will be deemed fulfilled.

292 (h) **REPAIR STANDARDS; ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** All repairs and
 293 replacements shall be completed in a good and workmanlike manner by an appropriately licensed person, in accordance with all
 294 requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than,
 295 that existing as of the Effective Date. At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and
 296 maintenance contracts and warranties to Buyer.

297 **TITLE EVIDENCE AND EXAMINATION; SURVEY**

298 **12. TITLE:**

299 (a) **TITLE EVIDENCE:** Within the time period provided in Paragraph 8(c), the Title Commitment, with legible copies of
 300 instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall agree to issue
 301 Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's
 302 marketable title to the Real Property, subject only to the following matters and those to be discharged by Seller at or before Closing: (i)
 303 comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental
 304 authority; (ii) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (iii) outstanding oil, gas and
 305 mineral rights of record without right of entry; (iv) unplatted public utility easements of record (located contiguous to real property lines
 306 and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines); (v) taxes for year of Closing
 307 and subsequent years; and (vi) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum);
 308 provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for **RESIDENTIAL**
 309 **PURPOSES**. If there exists at Closing any violation of the items identified in (ii) – (vi) above, then the same shall be deemed a title
 310 defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in
 311 accordance with law.

312 (b) **TITLE EXAMINATION:** Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found
 313 defective, notify Seller in writing specifying defect(s) that render title unmarketable. Seller shall have 30 days (the "Cure Period") from

receipt of notice to take reasonable diligent efforts to remove the defects. If Seller cures the defects within the Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close the transaction on Closing Date. If Seller is unable to cure the defects within the Cure Period, Buyer may, within 5 days after expiration of the Cure Period, deliver written notice to Seller either: (i) extending the 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 (ii) electing to accept title with existing defects and close the transaction on Closing Date (or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed), or (iii) 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 cure the defects during the Extended Cure Period, and Buyer does not waive the defects, Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Paragraph. Nothing in this Paragraph shall require Seller to expend any sums in excess of the Permit Limit to satisfy, cure or remove any title defect caused by the existence of any open building permit or unpermitted improvement to the Property.

(c) **SURVEY:** If Buyer obtains a Survey pursuant to Paragraph 8(d) which 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 Paragraphs 12(a)(ii) or (iv) above, Buyer shall deliver written notice of such matters, together with a copy of the Survey, to Seller within 5 days from 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 the cure obligations of Paragraph 12(b) above. If Seller has delivered a prior survey pursuant to Paragraph 8(d), 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.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards")

13. STANDARDS:

(a) **INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph 12(a) hereof and title to the Real Property is insurable in accordance with Paragraph 12(a) without exception for lack of legal right of access.

(b) **LEASES:** Seller shall, during the General Inspection Period, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, 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 to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may deliver written notice to Seller at least 5 days prior to Closing 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.

(c) **TIME:** Calendar days shall be used in computing time periods. Any time periods provided for herein which shall end on a Saturday, Sunday, or a national legal holiday 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.

(d) **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 the performance or non-performance of the obligation is delayed, caused or prevented by force majeure. "Force majeure" is defined as hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within the control of the Buyer or Seller and, which by the 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, in the event that such "force majeure" continues to prevent performance under this Contract more than 14 days beyond Closing Date, 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.

(e) **LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of Closing. 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 the 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 the Closing of this Contract.

(f) **RISK OF LOSS:** If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1½% of the Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract. If restoration is not completed as of Closing, a sum equal to one hundred twenty-five percent (125%) of estimated cost to complete restoration (not to exceed 1½% of the Purchase Price), will be escrowed at Closing. Any portion of such escrowed funds in excess of the actual restoration cost incurred shall be returned to Seller. If the actual cost of restoration exceeds the escrowed amount, Seller shall pay such actual costs (but, not in excess of 1½% of the Purchase Price). Any unused portion of the escrowed amount shall be returned to Seller. If the cost of restoration exceeds 1½% of the Purchase Price, Buyer shall elect to either take the Property "as is" together with the 1½%, 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 the cost of pruning or removal.

(g) **ESCROW CLOSING PROCEDURE:** Closing may be delayed until all funds for Closing have been collected in the Closing Agent's account. If, pursuant to Paragraph 7(c), the Title Commitment does not insure adverse matters as permitted under Section 627.7841, F.S., as amended, attach the "Escrow Closing Procedures" Rider.

(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 contained in Paragraph 12(a) and

382 those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with
 383 warranty of title, subject only to such matters as may be otherwise provided for herein.

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

389 (j) **CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES:** Neither this Contract nor any notice of it shall be
 390 recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their heirs or successors
 391 in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or
 392 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
 393 that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A legible
 394 facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an
 395 original.

396 (k) **INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of Buyer and
 397 Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon
 398 Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or
 399 Seller unless in writing and executed by the parties intended to be bound by it.

400 (l) **WAIVER:** The failure of Seller or Buyer to insist on compliance with, or strict performance of, any provision of this Contract, or
 401 to take advantage of any right under this Contract, shall not constitute a waiver of such provision or right.

402 (m) **TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control
 403 all printed provisions of this Contract in conflict with them.

404 DEFAULT AND DISPUTE RESOLUTION

405 14. DEFAULT:

406 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of
 407 the Deposit, within the time specified, Seller may elect to recover and retain the Deposit, for the account of Seller, as agreed upon
 408 liquidated damages, consideration for the execution of this Contract and in full settlement of any claims, whereupon Buyer and Seller
 409 shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 15, proceed in
 410 equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer,
 411 shall be split between Listing Broker and Cooperating Broker in the same proportion as the Listing Broker's offer of compensation bears
 412 to the full commission Seller was obligated to pay.

413 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent
 414 effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive the return of
 415 Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 15, may
 416 seek to recover such damages or seek specific performance.

417 This Paragraph 14 shall survive Closing or termination of this Contract.

418 **15. DISPUTE RESOLUTION:** All unresolved controversies, claims and other matters in question between Buyer and Seller arising out
 419 of or relating to this transaction or this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

420 (a) **ENTITLEMENT TO THE DEPOSIT:** Buyer and Seller will have 10 days from the date conflicting demands for the Deposit are
 421 made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 15(b)
 422 below.

423 (b) **MEDIATION OF DISPUTES:** Buyer and Seller shall attempt to settle all Disputes in an amicable manner through mediation
 424 pursuant to the Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
 425 The mediator is not required to be certified but must have experience in the real estate industry.

426 (c) **ARBITRATION:** _____ (SELLER), _____ (BUYER) If initialed here by both Buyer and Seller, any Dispute not resolved
 427 pursuant to Paragraph 15(b), above, shall be settled by arbitration using the Real Estate Industry Arbitration Rules of the American
 428 Arbitration Association unless the parties mutually agree to use other arbitration rules. The parties shall be allowed discovery in
 429 accordance with the Florida Rules of Civil Procedure. **Unless initialed above by both Buyer and Seller, this Paragraph 15(c) shall
 430 not be a part of this Contract and arbitration of Disputes shall not be required.**

431 (d) **LITIGATION:** Any Dispute not settled pursuant to Paragraphs 15(a), (b) or (c) above, may be resolved by instituting action in
 432 the appropriate court having jurisdiction of the matter.

433 (e) **ENFORCEMENT OF DISPUTE RESOLUTION PROVISIONS; INJUNCTIVE RELIEF:** Buyer and Seller shall have the right to
 434 commence litigation or other legal proceedings with respect to the following matters without first complying with Paragraph 15(b) above:
 435 (i) enforcement of the Dispute resolution provisions of this Contract including any mediation settlement agreement, agreement to
 436 arbitrate, or arbitration award or (ii) request for any injunctive relief including temporary restraining orders and preliminary injunctions,
 437 against conduct or threatened conduct for which no adequate remedy at law may be available, or which might cause irreparable harm
 438 to a party.

439 This Paragraph 15 shall survive Closing or termination of this Contract.

440 **16. ATTORNEY'S FEES; COSTS:** In any mediation permitted by this Contract, the parties will equally divide any mediation fee, and
 441 each party to a mediation will pay their own costs, expenses and fees, including attorneys' fees, incurred in conducting the mediation.
 442 In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees,
 443 including reasonable attorneys' fees, incurred in conducting the litigation.

444 This Paragraph 16 shall survive Closing or termination of this Contract.

445 ESCROW AGENT AND BROKER

446 **17. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is
 447 authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject
 448 to **COLLECTION**, disburse them in accordance with the terms and conditions of this Contract. Failure of funds to clear shall not excuse

149 Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the
150 Deposit, Agent may take such actions permitted by this Paragraph 17, as Agent deems advisable. If in doubt as to Agent's duties or
151 liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the
152 parties hereto agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the
153 parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a
154 party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on
155 the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed
156 real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. A licensed real estate broker's obligation under
157 Chapter 475, FS and FREC rules to timely notify FREC of an escrow dispute and timely resolve the escrow dispute through mediation,
158 arbitration, interpleader or an escrow disbursement order, if the broker so chooses, applies to licensed real estate brokers only and
159 does not apply to attorneys, title companies, or other escrow companies.

160 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any
161 proceeding wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs
162 incurred with these amounts to be paid from and out of the escrowed funds or equivalent when charged and awarded as court costs in
163 favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery of any escrowed items, unless such
164 misdelivery is due to Agent's willful breach of the provisions of this Contract or Agent's gross negligence.

165 This Paragraph 17 shall survive Closing or termination of this Contract.

166 18. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify the Property condition, square
167 footage, and all other facts and representations made pursuant to this Contract and to consult an appropriate professional for legal, tax,
168 environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this
169 Contract. Broker represents to Buyer that Broker does not reside in the Property and that all representations (oral, written or otherwise)

170 by Broker are based on Seller representations or public records. BUYER AGREES TO RELY SOLELY ON SELLER,
171 PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION,
172 SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS
173 (ORAL, WRITTEN OR OTHERWISE) OF BROKER.

174 Buyer and Seller (individually, the "Indemnifying Party") each individually
175 indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or
176 damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's
177 officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or
178 Seller based on: (i) the inaccuracy of information provided by the Indemnifying Party or from public records; (ii) the Indemnifying Party's
179 misstatement or failure to perform contractual obligations; (iii) Broker's performance, at the Indemnifying Party's request, of any task
180 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of
181 any vendor for, or on behalf of, the Indemnifying Party; (iv) the products or services provided by any such vendor for, or on behalf of,
182 the Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting
183 and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This
184 Paragraph will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph, Broker
185 will be treated as a party to this Contract.

185 This Paragraph 18 shall survive Closing or termination of this Contract.

186 ASSIGNABILITY

187 19. ASSIGNABILITY: (CHECK ONLY ONE): Buyer may assign and thereby be released from any further liability under this
188 Contract; may assign but not be released from liability under this Contract; or may not assign this Contract.

189 ADDENDA AND ADDITIONAL TERMS

190 20. ADDENDA: The following additional terms are included in the attached addenda and incorporated into this Contract (check if
191 applicable):

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> A. Condominium Assn. | <input type="checkbox"/> I. Right to Inspect/Cancel | <input type="checkbox"/> R. Broker - Pers. Int. in Prop. | <input type="checkbox"/> AA. Evidence of Title (South Fla.) |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> J. Insulation Disclosure | <input type="checkbox"/> S. Rentals | <input type="checkbox"/> BB. Evidence of Title (Abstract) |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> K. Mold Addendum | <input type="checkbox"/> T. Sale/Lease of Buyer's | <input type="checkbox"/> CC. Escrow Closing Procedures |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> L. Pre-1978 Housing Stmt. (LBP) | Property | <input type="checkbox"/> DD. Appraisal Contingency |
| <input type="checkbox"/> E. FHA Financing | <input type="checkbox"/> M. Insurance | <input type="checkbox"/> U. Pre-Closing Occupancy | <input type="checkbox"/> EE. Short Sale |
| <input type="checkbox"/> F. VA Financing | <input type="checkbox"/> N. Housing Older Persons | <input type="checkbox"/> V. Post-Closing Occupancy | <input type="checkbox"/> FF. Seller's Attorney Approval |
| <input type="checkbox"/> G. Coastal Const. Control | <input type="checkbox"/> O. Lease-purchase/Lease-option | <input type="checkbox"/> W. Rezoning | <input type="checkbox"/> GG. Buyer's Attorney Approval |
| Line | <input type="checkbox"/> P. Interest-Bearing Account | <input type="checkbox"/> X Prop. Disclosure Stmt. | <input type="checkbox"/> HH. Existing Tenants |
| <input type="checkbox"/> H. "As Is" | <input type="checkbox"/> Q. Back-up Contract/Kick-out | <input type="checkbox"/> Y. FIRPTA | <input type="checkbox"/> II. Chinese Drywall |
| | Clause | <input type="checkbox"/> Z. Additional Clauses | <input type="checkbox"/> Other _____ |

192 21. ADDITIONAL TERMS: _____
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§05 _____
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§12 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY
§13 PRIOR TO SIGNING.

§14 **APPROVAL OF THIS FORM BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR IS PENDING.**
§15 **THIS FORM SHOULD NOT BE USED PRIOR TO SUCH APPROVALS.**

§16 **FAR/BAR-new Rev. 06/2009 © 2009 Florida Association of REALTORS® and The Florida Bar. All rights reserved.**

§17 **SIGNATURE LINES OMITTED for purposes of this draft only**

§18 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation
§19 in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full
§20 amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
§21 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other
§22 offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

§23 **SIGNATURE LINES OMITTED for purposes of this draft only**

§24 **COUNTER OFFER/REJECTION**
§25 **Seller** counters **Buyer's** offer (to accept the counter offer, **Buyer** must sign or initial, and date the counter offered terms and deliver a
§26 copy of the acceptance to **Seller**.
§27 **Seller** rejects **Buyer's** offer.

§28 **SIGNATURE LINES OMITTED for purposes of this draft only**

§29 009900, 000010, 102829927.1