

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF FLORIDA  
GAINESVILLE DIVISION

In Re:

Case No. 16-10261-KKS

DON GREEN FARMS, INC.,

Chapter 11

Debtor in Possession.

Jointly Administered with  
Case No. 16-10260-KKS

\_\_\_\_\_ /

**DEBTOR'S MOTION FOR APPROVAL  
AND NOTICE OF INTENTION TO SELL REAL PROPERTY OF THE  
ESTATE FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES**

COMES NOW DONALD R. GREEN (the "Debtor" or "Debtor in Possession") and requests authority to sell real property pursuant to 11 U.S.C. § 363 and Fed. Rules Bankr. Pro 2002 and 9014, and in support thereof states as follows:

**Description of the Property to be Sold**

1. The estate owns an interest in real property in Dixie County located at 97 SE 241st Street, Suwannee, Florida 32628 (the "Property"). The legal description of the Property is:

All of Lots 195 and 196, and also the Northeasterly ½ of Lot 194, all in SUWANNEE SHORES ADDITION NO. 2, Dixie County, Florida, as per plat thereof recorded in Plat Book 1, Page 52 of the Public Records of Dixie County, Florida. (The Northeasterly ½ of Lot 194 consists of a strip of land 25 feet wide, fronting on Leon Drive, and being approximately 120 feet deep.)

2. The Debtor and his wife, Elaine Green, own the Property jointly. Mrs. Green has consented to the sale of the Property. Furthermore, partition of the Property among the estate and such co-owners is impracticable; sale of the estate's undivided interest in such Property would realize significantly less for the estate than sale of such Property free of the interests of such co-owners; the benefit to the estate of a sale of the Property free of the interests of co-owners outweighs the detriment, if any, to such co-owners; and the Property is not used in the

production, transmission, or distribution, for sale, of electric energy or of natural or synthetic gas for heat, light, or power.

**Prospective Purchaser and Purchase Price**

3. On October 4, 2016, the Trustee received an “as is” written offer for the sale of Property (the “Contract”) from Ronald and Janet Andrews (the “Purchaser”), for a total purchase price of \$450,000.00. See “AS IS” Residential Contract for Sale and Purchase, attached as **Exhibit A**. Under the terms of the Contract, subject to Court approval, the Debtor and his wife will sell the Property to the Purchaser for \$375,000.00, with the Purchaser paying an additional \$75,000.00 for the personal property located on the Property. The Purchaser has extended the offer to March 15, 2017. See Extension Addendum to Contract attached as **Exhibit B**. The Purchaser has deposited into escrow with the closing agent the amount of \$10,000.00.

4. The Purchaser is not related to the Debtor. The Debtor requests that this Court find that the Purchaser is a “good faith purchaser” and subject to the protections of §363(m). The Debtor believes that the Purchaser is a disinterested party. Further, the proposed sale is the result of arm’s-length negotiations and the transaction is proposed in good faith and for fair value. The Debtor believes the Purchaser’s offer represents the highest and best offer for the Property. However, the Contract is expressly subject to higher and better offers.

**The Property Shall Be Conveyed  
Free and Clear of Liens and Encumbrances**

5. The Debtor proposes to sell the Property free and clear of all liens, claims and encumbrances pursuant to 11 U.S.C. §363(b) and (f), with all liens, claims and encumbrances to attach to the proceeds of the sale to the same extent, validity and priority as such existed as of the Petition Date.

6. The Trustee believes that the following persons may claim an interest in the Property (the “Interested Parties”):

|                           |   |               |
|---------------------------|---|---------------|
| Real Estate Taxes         | Dixie County Tax Collector<br>Michelle F. Cannon  | \$ 0.00       |
| First Mortgage<br>Holder  | Nationstar Mortgage, LLC<br>PO Box 650783<br>Dallas, TX 75265<br>c/o Kari Martin, Esq.<br>Albertelli Law<br>PO Box 23028<br>Tampa, FL 33623 | \$ 382,877.10 |
| Second Mortgage<br>Holder | CapitalOne Equity Line<br>PO Box 165028<br>Irving, TX 75016   | \$ 75,000.00  |

7. The proceeds received from the sale will be paid to the Interested Parties in the order indicated, after payment of the approved commission amount to the Broker employed in this case, and an approved amount of closing costs. Each of the Interested Parties will either (a) be paid in full, (b) have consented to this proposed sale, or (c) is fully unsecured as to the property and has no standing to object.

8. This Motion is being served on the foregoing persons at the above-referenced addresses. The Debtor believes that it is appropriate to sell the estate's interest under 11 U.S.C. §363(b) and (f) and that any lien, claim or encumbrance on the Property will attach to the proceeds of the sale pending this Court's determination of its extent, validity and priority.

9. The Debtor is not aware of any other liens, encumbrances, or interests; however, such may exist that are unknown to the Debtor.

10. The Debtor has applied for Court approval to employ a Real Estate Broker to assist with the sale of the Property. The broker is Sonja Reed of Suwannee Realty, PO Box 247, Suwannee, FL 32692 (the "Broker"). Pursuant to the terms of the Broker's employment, a real estate broker fee of six percent (6%) of the gross sales price is to be paid by the Debtor as the Broker's fee.

**Sale is Being Made**  
**"As Is, Where Is" Without Warranty**

11. The Property is being sold "as is, where is" with no warranties of any kind express, implied or otherwise, free and clear of all liens, claims and encumbrances.

**Debtor's Request for Authority To**  
**Execute Documents Necessary to Close the Sale**

12. At the closing of the sale of the Property, the Debtor may be required to sign documents to complete the transaction. Therefore, the Debtor hereby requests that this Court authorize him to sign any documents necessary to close the sale of the Property that are within his purview and authority as the duly appointed Chapter 11 Debtor in Possession of the estate.

**Competing Offers**

13. The Debtor will entertain any higher offers for the purchase of the Property described above. Such offers must be in writing and accompanied by a deposit of 10% of the proposed higher purchase price. Any higher offer must be received by the Debtor at the address listed below no later than the close of business within twenty (20) days from the date of service of this motion. If a higher offer is received, a telephone auction will occur among the bidders on the earliest date that the Debtor can arrange such auction.

**Notice that F.R.B.P. 6004(g) Applies**

14. Parties and interested bidders are hereby notified that F.R.B.P. 6004(g) applies to the sale. F.R.B.P. 6004(g) states as follows: "An order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise."

15. Therefore, the closing of the sale will not occur before fourteen (14) days after the entry of an order approving the sale as outlined above.

WHEREFORE, the Debtor respectfully requests that this Court enter an Order:

- (a) approving the sale of the Property free and clear as outlined above, with closing to occur within 60 days of the entry of the Order;
- (b) authorizing the Debtor to sign any documents within her capacity as Trustee that are necessary to close the sale;
- (c) authorizing the Debtor to pay out of the proceeds of the sale all expenses incurred in maintaining the Property prior to the closing, and any unpaid real estate taxes;
- (d) authorizing the Debtor to pay out of the proceeds the payments to the Broker and the Interested Parties; and
- (e) awarding such other and further relief that this Court deems just and proper.

DATED January 20, 2017.

**CHILDERSLAW** 

2135 NW 40th Terrace, Suite B  
Gainesville, Florida 32605  
tel 866.996.6104 fax 407.209.3870  
net jchilders@smartbizlaw.com

/s/ Seldon J. Childers, Esq.  
Florida Bar No. 61112

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing was furnished on this day as follows:

**By CM/ECF Electronic Transmission to:**

Jason H. Egan on behalf of the United States Trustee, 110 E. Park Avenue, Suite 128,  
Tallahassee, FL 32301 at jason.h.egan@usdoj.gov

United States Trustee, 110 E. Park Avenue, Suite 128, Tallahassee, FL 32301 at  
USTPRegion21.TL.ECF@usdoj.gov

Eric S. Golden on behalf of Creditor Regions Bank  
egolden@burr.com, jmorgan@burr.com

Christopher Robert Thompson on behalf of Creditor Regions Bank  
crthompson@burr.com, ccrumrine@burr.com, jmorgan@burr.com

Ashley Prager Popowitz on behalf of Creditor Wilmington Trust Company  
alp@mccallaraymer.com, FLBKECF@mccallaraymer.com

**By U.S. Mail to:**

Don Green Farms, Inc., c/o Donald R. Green, P.O. Box 1410, Newberry, FL 32669;

Crop Production Services, Inc., c/o John Mueller, Esq., 102 West Whiting Street, Suite  
302, Tampa, FL 33602 ;

And all parties listed on the attached Mailing Matrix.

/s/ Seldon J. Childers, Esq.  
Florida Bar No. 61112

Label Matrix for local noticing  
1129-1  
Case 16-10261-KKS  
Northern District of Florida  
Gainesville  
Fri Jan 20 16:32:07 EST 2017

Florida Dept. of Labor/Employment Security  
c/o Florida Dept. of Revenue  
P.O. Box 6668  
Tallahassee, FL 32314-6668

Loretta E. Lynch  
Office of the Attorney General  
Main Justice Bldg., Rm. 511  
Tenth & Constitution  
Washington, DC 20530-0001

U.S. Attorney (Tallahassee Office)  
111 N. Adams Street  
Fourth Floor  
Tallahassee, FL 32301-7736

\*Growers Fertilizer Corporation  
c/o Noel Boeke, Esq.  
Holland & Knight LLP  
P.O. Box 1288  
Tampa, FL 33601-1288

\*Regions Bank, N.A.  
201 Milan Parkway  
Birmingham, AL 35211-6946

23 Farms, LLC  
c/o Joey D. Langford, II  
8380 110th St.  
Trenton, FL 32693

Ashley Prager Popowitz, Esq.  
McCalla Raymer Pierce, LLC  
110 SE 6th Street, Suite 2400  
Fort Lauderdale, FL 33301-5056

Capital One N.A.  
c/o Ascension Capital Group  
P.O. Box 165028  
Irving, TX 75016-5028

Crop Productions Services, Inc.  
c/o John H. Mueller, Esq.  
Clark Mueller Bierley, PLLC  
102 West Whiting St., Ste. 302  
Tampa, FL 33602-5114

Crop Production Services, Inc.  
c/o John H. Mueller  
102 West Whiting Strett, Suite 302  
Tampa, FL 33602-5114

Florida Dept. of Revenue  
Bankruptcy Unit  
P.O. Box 6668  
Tallahassee, FL 32314-6668

John H Mueller  
Clark Mueller Bierley  
102 West Whiting Street  
Suite 302  
Tampa, FL 33602-5114

(p)U S SECURITIES AND EXCHANGE COMMISSION  
ATLANTA REG OFFICE AND REORG  
950 E PACES FERRY RD NE STE 900  
ATLANTA GA 30326-1382

\*Regions Bank  
c/o Christopher R. Thompson, Esq.  
Burr & Forman LLP  
200 S. Orange Ave., Suite 800  
Orlando, FL 32801-6404

\*United States Trustee c/o Jason H. Egan  
110 East Park Avenue, Suite 128  
Tallahassee, FL 32301-7728

Allison G. Green  
P.O. Box 35  
Archer, FL 32618-0035

Bank of American, N.A.  
P.O. Box 26249  
Tampa, FL 33623-6249

Cindy Green Bass  
2829 SW SR 45  
Newberry, FL 32669-5103

Davis Heritage, Ltd & Lexington Parke of  
20725 SW 46th Avenue  
Newberry, FL 32669-4775

Don Green Farms, Inc.  
P.O. Box 1410  
Newberry, FL 32669-1410

Growers Fertilizer Corporation  
c/o Noel Boeke, Esq.  
Holland & Knight LLP  
100 N. Tampa Street, Suite 4100  
Tampa, FL 33602-3644

Regions Bank  
c/o Burr & Forman LLP  
200 S. Orange Ave., Suite 800  
Orlando, FL 32801-6404

\*Growers Fertilizer Corporation  
312 North Buena Vista Drive  
Lake Alred, FL 33850-2006

\*Regions Bank  
c/o Eric S. Golden, Esq.  
Burr & Forman LLP  
200 S. Orange Ave., Suite 800  
Orlando, FL 32801-6404

\*Williston Farm Supplies & Services, LLC  
P.O. Box 704  
Williston, FL 32696-0704

American Express  
200 Vesey Street  
New York, NY 10285-0002

Capital One Equity Line  
P.O. Box 21887  
Eagan, MN 55121-0887

Crop Productions Services  
P.O. Box 1118  
Moultrie, GA 31776-1118

Donald Kelly  
8007 SW 250th St.  
Newberry, FL 32669-5203

Donald R. Green  
P.O. Box 140  
Newberry, FL 32669

Donald R. Green  
P.O. Box 1410  
Newberry, FL 32669-1410

Florida Dept. of Revenue  
P.O. Box 6668  
Tallahassee, FL 32314-6668

Greenrees, LLC  
c/o Joey D. Langford, II  
8380 110th Street  
Trenton, FL 32693

Greerees, LLC  
c/o Joey D. Langford, II  
Newberry, FL 32693

Habib Rahman  
30 Westland Road  
Weston, MA 02493-1335

Internal Revenue Service  
P.O. Box 7348  
Philadelphia, PA 19101-7348

Joey D. Langford, II  
8380 Se 110th St.  
Trenton, FL 32693

KUBOTA CREDIT CORPORATION  
PO BOX 9013  
ADDISON, TEXAS 75001-9013

Loretta E. Lynch  
Office of the Attorney General  
Main Justice Bldg., Room 511  
Tenth & Constitution  
Washington, DC 20530-0001

Nationstar  
P.O. Box 650783  
Dallas, TX 75265-0783

Nextower Development Group, LLC  
1637 Race Track Road  
Suite 222  
Saint Johns, FL 32259-3238

PRA Receivable Management, LLC  
P.O. Box 41021  
Norfolk, VA 23541-1021

Phyllis G. Norfleet  
2808 NW SR 45  
Newberry, FL 32669-2590

Regions Bank, N.A.  
1180 West Peachtree St., Ste. 900  
Atlanta, GA 30309-3479

Secretary of the Treasury  
U.S. Treasury Department  
15th & Pennsylvania Ave.  
Washington, DC 20220-0001

U.S. Securities and Exchange Commission  
Atlanta Reg Office and Reorg  
950 E. Pace Ferry Road NE, Ste. 900  
Atlanta, GA 30326-1382

U.S.D.A.  
Gainesville Service Center  
5709 NW 13th Street  
Gainesville, FL 326530-2130

Wilbur Wright  
290 Nesbit Road  
Gainesville, FL 326530-2130

United States Trustee +  
110 E. Park Avenue  
Suite 128  
Tallahassee, FL 32301-7728

Noel R. Boeke +  
Holland & Knight, LLP  
P.O. Box 1288  
Tampa, FL 33601-1288

Internal Revenue Service +  
P.O. Box 7346  
Philadelphia, PA 19101-7346

Eric S. Golden +  
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200 S. Orange Avenue  
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Jason H. Egan +  
Office of the U. S. Trustee  
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Tallahassee, FL 32301-7728

Seldon J. Childers +  
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2135 N.W. 40th Terrace  
Suite B  
Gainesville, FL 32605-5802

Christopher Robert Thompson +  
Burr and Forman LLP  
200 South Orange Ave  
Suite 800  
Orlando, FL 32801-6404



U.S. Securities & Exchange Commission  
Branch of Reorganization  
3475 Lenox Rd., N.E. Suite 100  
Atlanta, GA 30326-1323

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Donald R. Green  
P.O. Box 1410  
Newberry, FL 32669-1410

(d)Florida Dept. of Labor/Employment Security  
c/o Florida Dept. of Revenue  
P.O. Box 6668  
Tallahassee, FL 32314-6668

(d)Internal Revenue Service  
P.O. Box 7348  
Philadelphia, PA 19101-7348

(d)U.S. Attorney (Tallahassee Office)  
111 N. Adams Street  
Fourth Floor  
Tallahassee, FL 32301-7736

(d)Secretary of the Treasury +  
U.S. Treasury Department  
15th & Pennsylvania Ave.  
Washington, DC 20220-0001

|                     |    |
|---------------------|----|
| End of Label Matrix |    |
| Mailable recipients | 55 |
| Bypassed recipients | 5  |
| Total               | 60 |

# EXHIBIT "A"

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1 PARTIES: Donald R. Green, T. Elaine Green ("Seller"),
2 and Ronald Andrews, Janice Andrews ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And
5 Purchase and any riders and addenda ("Contract");

6 1. PROPERTY DESCRIPTION:
7 (a) Street address, city, zip: 97 SE 241st. Suwannee, FL 32628
8 (b) Property is located in: Dixie County, Florida. Real Property Tax ID No.: 19-13-12-2994-0002-1940
9 (c) Real Property: The legal description is 19-13-12 LOTS 195 & 196 & NELY 1/2 LOT 194 SUWANNEE
10 SHORES ADD 2

11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
12 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
13 by other terms of this Contract.

14 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
15 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
16 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s),
17 drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security
18 gate and other access devices, and storm shutters/panels ("Personal Property").
19 Other Personal Property items included in this purchase are: none
20

21 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
22 (e) The following items are excluded from the purchase: ALL LESS APPLIANCES
23

24 PURCHASE PRICE AND CLOSING

25 2. PURCHASE PRICE (U.S. currency):
26 (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) .. \$ 375,000.00
27 The initial deposit made payable and delivered to "Escrow Agent" named below \$ 10,000.00
28 (CHECK ONE): (i) [ ] accompanies offer or (ii) [ ] is to be made within 3 (if left
29 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
30 OPTION (ii) SHALL BE DEEMED SELECTED.
31 Escrow Agent Information: Name: SUWANNEE REALTY LLC ESCROW
32 Address: P.O. Box 247 Suwannee, FL 32692
33 Phone: (352) 542-0704 E-mail: sonjareed673@aol.com Fax: (352) 542-0744
34 (b) Additional deposit to be delivered to Escrow Agent within (if left blank, then 10)
35 days after Effective Date .. \$
36 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
37 (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8. . .
38 (d) Other: \$
39 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
40 transfer or other COLLECTED funds .. \$ 365,000.00
41 NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARDS.

42 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:
43 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
44 October 19, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned
45 to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the
46 day the counter-offer is delivered.

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

49 4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur
50 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
51 ("Closing") on November 15, 2016 ("Closing Date"), at the time established by the Closing Agent.
52

5. EXTENSION OF CLOSING DATE:

- (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.
- (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners' insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within \_\_\_\_\_ (if left blank, then 14) days after Closing Date, then either party may terminate this 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.

6. OCCUPANCY AND POSSESSION:

- (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.
- (b)  CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING. If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

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

FINANCING

8. FINANCING:

- (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.
- (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a  conventional  FHA  VA or  other \_\_\_\_\_ (describe) loan on the following terms within \_\_\_\_\_ (if left blank, then 45) days after Effective Date ("Loan Commitment Date") for (CHECK ONE):  fixed,  adjustable,  fixed or adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_% (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30) years ("Financing").

Buyer shall make mortgage loan application for the Financing within \_\_\_\_\_ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract up to the earlier of:

Buyer's Initials [Signature]  
FloridaRealtors/FloridaBar-ASIS-4x

Seller's Initials \_\_\_\_\_

- (i.) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to waive the financing contingency of this Contract; or
- (ii.) 7 days prior to the Closing Date specified in Paragraph 4, which date, for purposes of this Paragraph 8(b) (ii), shall not be modified by Paragraph 5(a).

If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing contingency shall be deemed waived by Buyer.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not 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 are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

- (c) Assumption of existing mortgage (see rider for terms).
- (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

**CLOSING COSTS, FEES AND CHARGES**

**9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

**(a) COSTS TO BE PAID BY SELLER:**

- 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)
- Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: \_\_\_\_\_

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

**(b) COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c) (ii) is checked)
- Other: \_\_\_\_\_
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c) (iii) is checked.)

**(c) TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller 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 Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents.

**(CHECK ONE):**

- (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or
- (ii) Buyer will designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or
- (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title

Buyer's Initials                     

Seller's Initials

evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$\_\_\_\_\_ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

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

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller will pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments (**CHECK ONE**):

(a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

(b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

**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 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 Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within \_\_\_\_\_ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

(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 disclosure 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.**

Buyer's Initials          

Seller's Initials \_\_\_\_\_

- 219 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
- 220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED
- 221 TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
- 222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN
- 223 HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT
- 224 THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 225 (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by
- 226 the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA,
- 227 which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can
- 228 provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform
- 229 Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining
- 230 to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective
- 231 rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- 232 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which
- 233 are not readily observable and which have not been disclosed to Buyer. Except as provided for in the
- 234 preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either
- 235 express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in
- 236 writing Seller has received no written or verbal notice from any governmental entity or agency as to a
- 237 currently uncorrected building, environmental or safety code violation.

238 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

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

242 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

- 243\* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have \_\_\_\_\_ (if left blank, then 15)
- 244 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
- 245 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
- 246 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by
- 247 delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer
- 248 timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and
- 249 Seller shall be released of all further obligations under this Contract; however, Buyer shall be
- 250 responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the
- 251 Property resulting from such inspections, and shall provide Seller with paid receipts for all work done
- 252 on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer
- 253 exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property
- 254 and any violation of governmental, building, environmental, and safety codes, restrictions, or
- 255 requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be
- 256 responsible for any and all repairs and improvements required by Buyer's lender.
- 257 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date
- 258 prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through
- 259 (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of
- 260 Personal Property are on the Property and to verify that Seller has maintained the Property as required by the
- 261 AS IS Maintenance Requirement and has met all other contractual obligations.
- 262 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's
- 263 inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to
- 264 Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control
- 265 relating to improvements to the Property which are the subject of such open or needed Permits, and shall
- 266 promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to
- 267 resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary
- 268 authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates
- 269 of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or
- 270 become obligated to expend, any money.

Buyer's Initials 

Seller's Initials \_\_\_\_\_

Buyer's Initials

Seller's Initials \_\_\_\_\_

319 15. 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 325

318 DEFAULT AND DISPUTE RESOLUTION

317 Contract.  
316 Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this  
315 relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,  
314 and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not  
313 vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors  
312 provided by any such vendor for, or on behalf of, indemnifying Party; and (v) expenses incurred by any such  
311 recommendation or retention of any vendor for, or on behalf of, indemnifying Party; (iv) products or services  
310 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,  
309 failure to perform contractual obligations; (iii) Broker's performance, at indemnifying Party's request, of any task  
308 information provided by the indemnifying Party or from public records; (ii) indemnifying Party's misstatement(s) or  
307 with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of  
306 at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection  
305 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees  
304 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and  
303 WRITTEN OR OTHERWISE) OF BROKER. Buyer and Seller (individually, the "indemnifying Party") each  
302 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,  
301 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND  
300 public records. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND  
299 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or  
298 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the  
297 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property  
296 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate  
295 14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition,  
294 or termination of this Contract.

293 due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing  
292 Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is  
291 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent.  
290 or in any proceeding where Agent interprets the subject matter of the escrow, Agent shall recover reasonable  
289 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,  
288 escrow disputes through mediation, arbitration, interpreter or an escrow disbursement order.  
287 broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve  
286 except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate  
285 action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate,  
284 of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such  
283 determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction  
282 until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall  
281 or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow  
280 may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties  
279 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent  
278 of this Contract. Failure of funds to become COLLECTED shall not excuse Buyer's performance. When conflicting  
277 within the State of Florida and, subject to COLLECTION, disburse them in accordance with terms and conditions  
276 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow  
275 13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds

274 ESCROW AGENT AND BROKER

273 to Buyer.  
272 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties  
271 (d) ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES: At Buyer's option and



326 default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however,  
 327 Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to  
 328 pay to Cooperating Broker.

329 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after  
 330 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract.  
 331 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting  
 332 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific  
 333 performance.

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

335 16. **DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and  
 336 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be  
 337 settled as follows:

338 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to  
 339 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph  
 340 16(b).

341 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida  
 342 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").  
 343 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be  
 344 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16  
 345 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph  
 346 16 shall survive Closing or termination of this Contract.

347 17. **ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted  
 348 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in  
 349 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to  
 350 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting  
 351 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

352 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

353 18. **STANDARDS:**

354 **A. TITLE:**

355 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in  
 356 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto,  
 357 shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by  
 358 Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title  
 359 insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the  
 360 Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land  
 361 use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters  
 362 appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of  
 363 record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property  
 364 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  
 365 for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if  
 366 additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**.  
 367 If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title  
 368 defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The  
 369 Florida Bar and in accordance with law.

370 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify  
 371 Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and  
 372 it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after  
 373 date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period")  
 374 after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify  
 375 Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller  
 376 will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties  
 377 will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of  
 378 Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after  
 379 expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to  
 380 exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects  
 381 ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing

Buyer's Initials

Seller's Initials \_\_\_\_\_

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

382 Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's  
383 receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby  
384 releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller  
385 is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer  
386 shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this  
387 Contract.

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

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

399 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from  
400 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security  
401 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)  
402 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit  
403 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or  
404 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to  
405 Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice  
406 to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating  
407 this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations  
408 under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's  
409 obligations thereunder.

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

418 **F. TIME:** Calendar days shall be used in computing time periods. Time is of the essence in this Contract.  
419 Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or  
420 dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or  
421 occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the  
422 Property is located) of the next business day.

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

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

438 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

Buyer's Initials                     

Seller's Initials

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

439 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the  
440 attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title  
441 insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.  
442 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of  
443 sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien  
444 affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer  
445 with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as  
446 applicable the survey, flood elevation certification, and documents required by Buyer's lender.  
447 (iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment  
448 provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing  
449 procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all**  
450 **closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.  
451 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide  
452 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following  
453 escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent  
454 for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault  
455 of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days  
456 from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit  
457 and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and,  
458 simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-  
459 convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely  
460 demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening  
461 defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.  
462 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as  
463 of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes  
464 (including special-benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents  
465 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if  
466 assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may  
467 be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will  
468 be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated  
469 based on current year's tax with due allowance made for maximum allowable discount, homestead and other  
470 exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is  
471 available, taxes will be prorated based upon such assessment and prior year's millage. If current year's  
472 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements  
473 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st  
474 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be  
475 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an  
476 informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at  
477 either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive  
478 Closing.  
479 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller  
480 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,  
481 including a walk-through (or follow-up walk-through if necessary) prior to Closing.  
482 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty  
483 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does  
484 not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed  
485 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated  
486 cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of  
487 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase  
488 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of  
489 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the  
490 Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation  
491 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.  
492 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with  
493 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall  
494 cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided,

Buyer's Initials     

Seller's Initials

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

495 however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be  
 496 contingent upon, nor extended or delayed by, such Exchange.

497 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**  
 498 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall  
 499 be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest.  
 500 Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery  
 501 given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be  
 502 as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal  
 503 delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and  
 504 any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use  
 505 of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

506 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement  
 507 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or  
 508 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or  
 509 change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties  
 510 intended to be bound by it.

511 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this  
 512 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or  
 513 rights.

514 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten  
 515 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

516 **S. COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or  
 517 received, including Deposits, have become actually and finally collected and deposited in the account of  
 518 Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents  
 519 may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's  
 520 accounts.

521 **T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and  
 522 conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a  
 523 pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

524 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State  
 525 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the  
 526 county where the Real Property is located.

527 **V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** If a seller of U.S. real property is a  
 528 "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real  
 529 property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount  
 530 to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has  
 531 obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the  
 532 complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding  
 533 compliance, particularly if an "exemption" is claimed on the sale of residential property for \$300,000 or less.

534 (i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts  
 535 proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller,  
 536 signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S.  
 537 taxpayer identification number and home address (or office address, in the case of an entity), as provided for in  
 538 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller  
 539 on the transfer and timely remit said funds to the IRS.

540 (ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated  
 541 withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced  
 542 sum, if any required, and timely remit said funds to the IRS.

543 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and  
 544 has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been  
 545 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by  
 546 Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the  
 547 funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated  
 548 by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or  
 549 remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

550 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this  
 551 transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the

Buyer's Initials 

Seller's Initials \_\_\_\_\_

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

552 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
553 disbursement in accordance with the final determination of the IRS, as applicable.

554 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
555 8288 and 8288-A, as filed.

556 W. RESERVED

557 X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller
558 and against any real estate licensee involved in the negotiation of this Contract for any damage or
559 defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and
560 be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.
561 This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall
562 survive Closing.

ADDENDA AND ADDITIONAL TERMS

564 19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into
565 this Contract (Check if applicable):

- 566 [ ] A. Condominium Rider [ ] K. RESERVED [ ] T. Pre-Closing Occupancy
567 [ ] B. Homeowners' Assn. [ ] L. RESERVED [ ] U. Post-Closing Occupancy
568 [ ] C. Seller Financing [ ] M. Defective Drywall [ ] V. Sale of Buyer's Property
569 [ ] D. Mortgage Assumption [ ] N. Coastal Construction Control Line [ ] W. Back-up Contract
570 [ ] E. FHA/VA Financing [ ] O. Insulation Disclosure [ ] X. Kick-out Clause
571 [ ] F. Appraisal Contingency [ ] P. Lead Paint Disclosure (Pre-1978) [ ] Y. Seller's Attorney Approval
572 [ ] G. Short Sale [ ] Q. Housing for Older Persons [ ] Z. Buyer's Attorney Approval
573 [ ] H. Homeowners/Flood Ins. [ ] R. Rezoning [ ] AA. Licensee Property Interest
574 [ ] J. Interest-Bearing Acct. [ ] S. Lease Purchase/ Lease Option [ ] BB. Binding Arbitration

575 20. ADDITIONAL TERMS: This is an all cash transaction with no contingencies for
576 financing.

577 This contract comes with a short sale addendum.

578 This contract comes with a contents purchase addendum

579 Real Estate Commission is on a dollar basis not commission and is \$27,000.

580 \_\_\_\_\_
581 \_\_\_\_\_
582 \_\_\_\_\_
583 \_\_\_\_\_

COUNTER-OFFER/REJECTION

584 [ ] Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
585 deliver a copy of the acceptance to Seller).

586 [ ] Seller rejects Buyer's offer.

587 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
588 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

589 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

590 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms
591 and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions

Buyer's Initials [Signature]

Seller's Initials \_\_\_\_\_

592 should be negotiated based upon the respective interests, objectives and bargaining positions of all interested  
593 persons.

594 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO  
595 BE COMPLETED.

596  
597 Buyer: *Ronald Andrews* Date: 10-4-16  
598 **Ronald Andrews**

599 Buyer: *Janice Andrews* Date: 10/4/16  
600 **Janice Andrews**

601 Seller: \_\_\_\_\_ Date: \_\_\_\_\_  
602 **Donald R. Green**

603 Seller: \_\_\_\_\_ Date: \_\_\_\_\_  
604 **T. Elaine Green**

605 Buyer's address for purposes of notice Seller's address for purposes of notice  
606 11328 NW 136 st. Alachua, FL 32615 1410 SW 30th Av. Newberry, FL 32669  
607 \_\_\_\_\_  
608 \_\_\_\_\_

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

615 \_\_\_\_\_ Sonja Reed BK3033409  
616 **Cooperating Sales Associate, if any** **Listing Sales Associate**

617 \_\_\_\_\_ Suwannee Realty LLC \$27,000  
618 **Cooperating Broker, if any** **Listing Broker**

Buyer's Initials *RA JA* Page 12 of 12 Seller's Initials \_\_\_\_\_  
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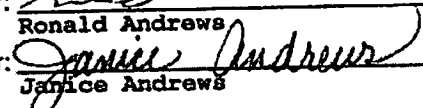
**Addendum to Contract**

Addendum No. 1001 to the Contract dated \_\_\_\_\_ between  
Donald R. Green, T. Elaine Green (Seller)  
and Ronald Andrews, Janice Andrews (Buyer)  
concerning the property described as: 97 SE 241st. Suwannee, FL , , 32628

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

Buyers will purchase home furnishing for the amount of \$75,000. at the same time for purchase of residence

This addendum is not valid without purchase of 97 Se 241st. AND the purchase of 97 SE 241 st. is not valid with purchase of contents. This addendum accompanies the AS IS contract for purchase contract.

Buyer:  Date: 10-4-16  
Ronald Andrews  
Buyer:  Date: 10/4/16  
Janice Andrews  
Seller: \_\_\_\_\_ Date: \_\_\_\_\_  
Donald R. Green  
Seller: \_\_\_\_\_ Date: \_\_\_\_\_  
T. Elaine Green

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Suwannee Realty LLC, P.O. Box 247 Suwannee, FL 32692  
Sonia Reed

Phone: (352)542-0704

Fax: (352)542-0744

GreenAndrews975E3

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**Addendum to Contract for Residential Sale and Purchase**


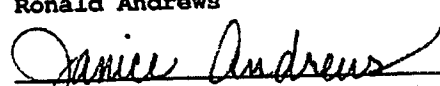
1 If initialed by all parties, the terms below will be incorporated into the Contract for Residential Sale and Purchase  
 2\* between Donald R. Green, T. Elaine Green ("Seller")  
 3\* and Ronald Andrews, Janice Andrews ("Buyer")  
 4\* concerning the Property described as 97 SE 241st. Suwannee, FL, 32628  
 5\* \_\_\_\_\_

6\* ( ) ( ) - ( ) ( ) U. Pre-1978 Housing Lead-Based Paint Warning Statement: "Every purchaser  
 7 of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such  
 8 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead  
 9 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning  
 10 disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a  
 11 particular risk to pregnant women. The seller of any interest in residential real property is required to provide the  
 12 buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's  
 13 possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible  
 14 lead-based paint hazards is recommended prior to purchase." For purposes of this addendum, lead-based paint will  
 15 be referred to as "LBP" and lead-based paint hazards will be referred to as "LBPH."

16 1. **LBP/LBPH in Housing:** Seller has no knowledge of LBP/LBPH in the housing and no available LBP/LBPH  
 17 records or reports, except as indicated: (Describe all known LBP/LBPH information, list all available documents  
 18 pertaining to LBP/LBPH, and provide documents to Buyer before accepting Buyer's offer.)  
 19\* \_\_\_\_\_  
 20\* \_\_\_\_\_  
 21\* \_\_\_\_\_

22 2. **Lead-Based Paint Hazards Inspection:** Buyer waives the opportunity to conduct a risk assessment or  
 23 inspection for the presence of LBP/LBPH unless this box is checked (  Buyer may, within the Inspection Period,  
 24 conduct a risk assessment or inspection for the presence of LBP/LBPH in accordance with the  
 25 provisions of Paragraph 8(a) of this Contract or As Is with Right to Inspect Addendum. LBP/LBPH conditions that  
 26 are unsatisfactory to Buyer will be treated as "warranted items" for purposes of Paragraphs 8(a)(2) and (3) of this  
 27 Contract only).

28 3. **Certification of Accuracy:** Buyer has received the pamphlet entitled "Protect Your Family from Lead in  
 29 Your Home" and all of the information specified in Paragraph 1 above. Licensee has notified Seller of Seller's  
 30 obligations to provide and disclose information regarding lead-based paint and lead-based paint hazards in the  
 31 Property as required by federal law (42 U.S.C. 4852d) and is aware of his or her obligation to ensure  
 32 compliance with federal lead-based paint law. Seller, Buyer, and each licensee have reviewed the information  
 33 above and certifies, to the best of his or her knowledge, that the information he or she has provided is true and  
 34 accurate.

|     |   |                |  |                   |
|-----|---|----------------|--|-------------------|
| 35* |  | <u>10-4-16</u> | _____  | _____             |
| 36  | Buyer<br>Ronald Andrews   | Date           | Seller<br>Donald R. Green                          | Date              |
| 37* |  | <u>10/4/16</u> | _____  | _____             |
| 38  | Buyer<br>Janice Andrews   | Date           | Seller<br>T. Elaine Green                          | Date              |
| 39* | _____   | _____          | _____  | <u>10/03/2016</u> |
| 40  | Selling Licensee signature  | Date           | Listing Licensee signature<br>Sonja Reed BK3033409 | Date              |



# EXHIBIT "B"

### Extension Addendum to Contract

The following date and/or time period(s) of the Residential Sale and Purchase Contract, Residential Contract for Sale and Purchase, Vacant Land Contract, or Commercial Contract dated 10-04-2016, between Donald R. Green, T. Elaine Green ("Seller") and Ronald Andrews, Janice Andrews ("Buyer") concerning the Property located at 97 SE 241st. Suwannee, FL, , 32628 is hereby extended. (check whichever apply)

- Closing Date: Seller and Buyer agree to extend the Closing Date until \_\_\_\_\_.
- Financing Period. Seller and Buyer agree to extend the Commitment Period, Loan Commitment Date, Financing Period, or Loan Approval Date for an additional \_\_\_\_\_ days or until \_\_\_\_\_.
- Inspection Period. Seller and Buyer agree to extend the Inspection Period for an additional \_\_\_\_\_ days or until \_\_\_\_\_.
- Title Cure Period. Seller and Buyer agree to extend the Curative Period or Cure Period for an additional \_\_\_\_\_ days or until \_\_\_\_\_.
- Short Sale Approval Deadline. Seller and Buyer agree to extend the Approval Deadline for an additional \_\_\_\_\_ days or until March 15, 2017.
- Feasibility Study Period. Seller and Buyer agree to extend the Feasibility Study Period for an additional \_\_\_\_\_ days or until \_\_\_\_\_.
- Due Diligence Period. Seller and Buyer agree to extend the Due Diligence Period for an additional \_\_\_\_\_ days or until \_\_\_\_\_.

This extension shall be on the same terms and conditions as stated in the original contract except:

\_\_\_\_\_  
\_\_\_\_\_

All other terms and conditions of the contract remain in full force and effect.

Donald R. Green 1-15-17  
 Seller Date  
T. Elaine Green 1-15-17  
 Seller Date  
 T. Elaine Green

Ronald Andrews Jan 11, 2017  
 Buyer Date  
Janice H. Andrews 1/11/17  
 Buyer Date  
 Janice Andrews

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Suwannee Realty LLC, P.O. Box 247 Suwannee, FL 32692  
Phone: (352)542-0704 Fax: (352)542-0744

Sonja Reed

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GreenAndrews97S