

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION  
www.flmb.uscourts.gov

In re:

CASE NO.: 6:18-bk-00622-CCJ

INFINITY CUSTOM HOMES, LLC,

CHAPTER 11

Debtor.

\_\_\_\_\_ /

INFINITY CUSTOM HOMES, LLC'S  
MOTION FOR AN ORDER AUTHORIZING THE SALE OF REAL PROPERTY  
(Re: 1761 Legion Drive, Winter Park, Florida 32789)

INFINITY CUSTOM HOMES, LLC (“Debtor” or “ICH”), by and through its undersigned counsel, respectfully requests the entry of an order pursuant to Sections 363(b), (f) and (m) of Title 11 of the United States Code (hereinafter the “Bankruptcy Code”), and Rules 6004(c) and 9014 of the Federal Rules of Bankruptcy Procedure (i) authorizing the sale of the real property located at: 1761 Legion Drive, Winter Park, Florida 32789; (ii) authorizing the Debtor to pay, and approving payment of, all costs of sale payable by the Debtor in connection with such sale; and (iii) authorizing the Debtor to hold the net proceeds from the sale of its real property in escrow pending further order of the Court. In support of this Motion, Debtor states as follows:

Background

1. On February 2, 2018 (the “Petition Date”), ICH filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). Debtor continues to operate its business and manage its properties as a debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code, and the Court’s *Order Authorizing Debtor to Operate Business* (Doc. No. 4).

2. Debtor holds fee simple title to a parcel of real property located at 1761 Legion Drive, Winter Park, Florida 32789 (the “Property”), which is encumbered by a first mortgage lien in favor of Patch of Land Lending, LLC (“POL”) in the amount of \$1,057,835.11.<sup>1</sup>

3. On May 7, 2018, Debtor received a purchase offer from Daniel Dias (“Purchaser”) for the Property. Purchaser’s offer is memorialized in a residential contract for sale and purchase (the “Sale Contract”) which contemplates that the Debtor will sell the Property to Purchaser, for a total purchase price of One Million, Seven Hundred and Ninety-Five Thousand Dollars (\$1,795,000.00) (the “Purchase Price”). The Sale Contract further provides that the closing date for the purchase of the Property will, subject to bankruptcy court approval, take place on June 22, 2018 (the “Closing Date”). A true and correct copy of the Sale Contract is attached hereto as Exhibit “A”.

#### **Relief Requested**

4. Debtor requests authorization to sell the Property to Purchaser in accordance with the terms of the Sale Contract pursuant to §§ 363(b) and (f) of the Bankruptcy Code, with any liens on the Property to attach to the sale proceeds, and further requests authorization to pay the all costs in connection with such sale. In addition, Debtor requests authorization to hold the net proceeds from the sale of the Property in escrow pending further order of the Court.

5. Section 363(b) of the Bankruptcy Code, allows a debtor, after notice and hearing, to sell property of the estate outside of the ordinary course of business. Courts have held that Chapter 11 debtors attempting to sell assets outside the ordinary course of business and outside of the plan of reorganization must comply with 11 U.S.C. § 363 and must meet the “sound business purpose” test. *See, e.g., In re Knott*, 2015 WL 251705, \*2 (Bankr. M.D. Fla., Jan. 20, 2015). Courts usually defer to the business judgment of a debtor in deciding whether or not to authorize a debtor to sell property

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<sup>1</sup> Claim amount as reflected in the Proof of Claim #4-1.

outside of the ordinary course of business. See *In re Continental Airlines, Inc.*, 780 F.2d 1223 (5th Cir. 1986); *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983).

6. In addition, pursuant to Section 363(f) of the Bankruptcy Code, Debtor is granted the statutory authority to sell property of the estate “free and clear of any interest in such property of an entity other than the estate” if any one of the five (5) enumerated conditions are satisfied (a) applicable non-bankruptcy law permits the sale of the property free and clear of such interest; (b) the entity holding the lien, claim or encumbrance consents to the sale; (c) the interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on the property; (d) the interest is in bona fide dispute; or (e) the entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of its interest. See 11 U.S.C. § 363(f).

7. In the present case, there is no question that the sale of the Property represents the sound business judgment of the Debtor and that Debtor has satisfied one or more of the conditions enumerated in section 363(f). That is to say: (i) Debtor has considered the current market values of comparable properties and has determined that a sale price of \$1,795,000.00 represents a fair and reasonable price for the Property under current market conditions; (ii) the purchase price is the product of arm’s length negotiations between the Debtor and Purchaser, a third party unrelated to the Debtor; (iii) Debtor has reviewed the terms of the sale with POL, which has agreed to support the sale under the terms outlined in the Sale Contract; and (iv) the Purchase Price at which the Property is to be sold is greater than the aggregate value of all liens encumbering the Property.

8. In light of the foregoing, Debtor submits that sale of the Property to Purchaser has all the earmarks of the sound exercise its business judgment and satisfies one or more of the conditions set forth in section 363(f). As such, Debtor requests: (i) authorization to sell the Property to Purchaser pursuant to §§ 363(b) and (f) of the Bankruptcy Code, with any liens on the Property to attach to the sale proceeds; (ii) authorization to pay the all costs in connection with the such sale; and (iii)

authorization to hold the net proceeds from the sale of the Property in escrow pending further order of the Court. In addition, Debtor requests the Court find that Purchaser is purchasing the Property in good faith and is entitled to the protections of Bankruptcy Code section 363(m), whereby a reversal or modification of the Court's order approving the sale will not affect the validity of the sale.

**WHEREFORE**, the Debtor respectfully requests that the Court enter an order (i) authorizing Debtor to consummate the sale of the Property to Purchaser free and clear of all liens, claims, encumbrances and interests of any kind, with such liens, claims and encumbrances to attach to the net proceeds thereof, (ii) authorizing Debtor to hold in escrow the net proceeds from the sale of the Property pending further order of the Court; (iii) authorizing Debtor to pay all closing expenses in connection therewith, (iv) finding that Purchaser is entitled to the protections of Section 363(m); and (v) granting such other and further relief as the Court deems appropriate.

**RESPECTFULLY SUBMITTED** this 9th day of May, 2018.

/s/ R. Scott Shuker

R. Scott Shuker, Esq.

Florida Bar No. 984469

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Orlando, Florida 32801

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*Attorneys for Debtor*

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION  
www.flmb.uscourts.gov

In re:

CASE NO.: 6:18-bk-00622-CCJ

INFINITY CUSTOM HOMES, LLC,

CHAPTER 11

Debtor.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of INFINITY CUSTOM HOMES, LLC'S MOTION FOR AN ORDER AUTHORIZING THE SALE OF REAL PROPERTY has been furnished either electronically or by U.S. First Class, postage prepaid mail to: Daniel Dias, 1837 Windermere Drive N.E., Atlanta, Georgia 30324-4917; Coldwell Banker Residential RE, c/o Brian Scanlon, 555 S. Federal Hwy, Boca Raton, Florida 33432; Dan Haber, Coldwell Banker Residential RE, 400 Park Avenue S., Suite 210, Winter Park, Florida 32789; Knight Spartan Fund Series I, LP, c/o Leslie A. Lewis and Carolyn S. Crichton, P.O. Box 1119, Winter Park, Florida 32789, [attys@lewisfirm.com](mailto:attys@lewisfirm.com); Signature Worldwide Homes, LLC, Selven Pursooramen and Vanessa Pursooramen, c/o Robert L. Case, 220 North Rosalind Avenue, Orlando, Florida 32801, [rcase@sctlaw.com](mailto:rcase@sctlaw.com); David Croft and Caroline Croft, P.O. Box 352, Winter Park, Florida 32790; Patch of Land Lending, LLC, c/o Kelvin Munemitsu, 15165 Ventura Blvd., Suite 200, Sherman Oaks, CA 91403, [kmunemitsu@patchofland.com](mailto:kmunemitsu@patchofland.com); Damian Waldman, Esq., Law Offices of Damian G. Waldman, P.A., 10333 Seminole Blvd., Units 1&2, Seminole, FL 33778, [service@waldmanlaw.com](mailto:service@waldmanlaw.com); all parties who receive notice via CM/ECF in the ordinary course, all creditors and parties in interest shown on the matrix attached to the original of this motion filed with the Court; and the U.S. Trustee, 400 W. Washington Street, Suite 1100, Orlando, Florida 32801, this 9<sup>th</sup> day of May 2018.

/s/ R. Scott Shuker

R. Scott Shuker, Esq.

Label Matrix for local noticing  
113A-6  
Case 6:18-bk-00622-CCJ  
Middle District of Florida  
Orlando  
Wed May 9 14:43:24 EDT 2018

Richard Daniel Haber  
Coldwell Bank Residential Real Estate  
400 Park Avenue Ste 210  
Winter Park, FL 32789-4320

Infinity Custom Homes, LLC  
PO Box 352  
Winter Park, FL 32790-0352

JBB HOLDINGS, LLC  
c/o Robert L Case, Esq  
Stovash Case & Tingley PA  
220 N Rosalind Ave  
Orlando, FL 32801-3517

Knight Spartan Fund Series I, LP  
Carolyn S. Crichton, Esq.  
Lewis & Crichton  
PO Box 1119  
Winter Park, FL 32790-1119

Patch of Land Lending LLC  
c/o Law Offices of Damian G Waldman PA  
P O Box 5162  
Largo, FL 33779-5162

Signature Worldwide Homes, LLC  
220 N Rosalind Ave  
Orlando, FL 32801-3517

Alert All Security Inc  
PO Box 916201  
Longwood, FL 32791-6201

Beaver Door And Trim  
7000 Edgewater Dr  
Orlando, FL 32810-4156

Bellview Home Center  
11655 US Hwy 441  
Bellview, FL 34420-4561

Boyd Management, LLC  
c/o James Moore  
1085 W Morse Blvd, Ste 220  
Winter Park, FL 32789-3796

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Lewis & Chichton  
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Winter Park, FL 32790-1119

City of Winter Park  
Attn: Legal  
401 S Park Ave  
Winter Park, FL 32789-4386

Coverings Inc  
450 Commerce Way #104  
Longwood, FL 32750-7596

D&Y Sunshine State Svc Corp  
2961 Estill St  
Deltona, FL 32738-4228

David P Croft  
PO Box 352  
Winter Park, FL 32790-0352

David V Croft  
PO Box 352  
Winter Park, FL 32790-0352

Electrical Partners of  
Central Florida  
510 Douglas Ave  
Altamonte Springs, FL 32714-2595

FRJ Remodeling  
Attn: Jasser Garcia  
538 N Winter Park Dr  
Casselberry, FL 32707-3124

Feely Developments  
Attn: Ryan Feely  
645 Pansy Ave  
Winter Park, FL 32789-2432

Florida Department of Revenue  
Bankruptcy Unit  
Post Office Box 6668  
Tallahassee FL 32314-6668

Florida Dept of Revenue  
Attn: Executive Director  
5050 W Tennessee St  
Tallahassee, FL 32399-0140

Internal Revenue Service  
Centralized Insolvency Ops  
PO Box 7346  
Philadelphia, PA 19101-7346

Internal Revenue Service  
Post Office Box 7346  
Philadelphia PA 19101-7346

JC Plumbing Enterprises  
Attn: John Calero  
7628 Redwood Country Rd  
Orlando, FL 32835-5145

KEL MAC Management Trust LLC  
Attn: Ken Kellaway  
1 Kellaway Dr  
Randolph, MA 02368-5074

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Series I, LP  
c/o Lewis & Crichton  
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Lovelace Gas Service Inc  
Attn: Gary Lovelace  
10606 E Colonial Dr  
Orlando, FL 32817-4497

NG Wall Systems Inc  
c/o Noel Mendoza  
549 Mission Rd  
Orlando, FL 32808-7728

Natural Air Energy  
326 Commerce Ct  
Winter Haven, FL 33880-1280

Orange County Tax Collector  
PO Box 545100  
Orlando FL 32854-5100

Orange Cty Tax Collector  
Attn: Scott Randolph  
PO Box 545100  
Orlando, FL 32854-5100

PB Interiors  
Attn: Susan Pridgen  
3090 Carmello Ave  
Orlando, FL 32814-6754

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15165 Ventura Blvd, Ste 200  
Sherman Oaks, CA 91403-3373

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10333 Seminole Blvd., Units 1&2  
Seminole, FL 33778-4210

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Orlando, FL 32801-3517

Selven V Pursooramen  
6006 Sunset Isle Drive  
Winter Garden, FL 34787-6389

Seminole Cty Tax Collector  
Attn: Jeff Greenberg  
PO Box 630  
Sanford, FL 32772-0630

South Milhausen  
Attn: Clay Deatherage, Esq  
1000 Legion Place, Ste 1200  
Orlando, FL 32801-1005

Superior Custom Shutters  
620 Douglas Ave, Ste 1302  
Altamonte Springs, FL 32714-2546

The Concrete Man  
549 Wellon Ave  
Orlando, FL 32833-3634

Vanessa Parsooramen  
6006 Sunset Isle Drive  
Winter Garden, FL 34787-6389

Vileno Environmental  
Attn: Nick Vileno  
2895 Mercy Drive  
Orlando, FL 32808-3807

Waterline Pools and Spa, Inc  
Attn: Vic Norberg  
5605 Hansel Ave  
Orlando, FL 32809-4215

Wayne Slaymaker LLC  
2573 Forsyth Road  
Orlando, FL 32807-6451

Wolfe-Rizor Interiors  
Attn: Abigail Rizor  
935 N Orange Ave  
Winter Park, FL 32789-4767

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Office of the United States Trustee  
George C Young Federal Building  
400 West Washington Street, Suite 1100  
Orlando, FL 32801-2210

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Office of the United States Trustee  
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220 North Rosalind Avenue  
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Law Offices of Damian G. Waldman, P.A.  
10333 Seminole Boulevard, Units 1 & 2  
Seminole, FL 33778-4204

Note: Entries with a '+' at the end of the name have an email address on file in CMECF

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

(d)Florida Dept of Revenue  
Bankruptcy Unit  
Post Office Box 6668  
Tallahassee, FL 32314-6668

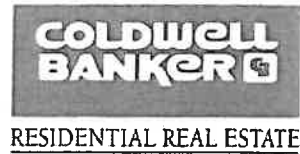
(d)Knight Spartan Fund Series I, LP  
c/o Carolyn S. Crichton, Esq.  
Lewis & Crichton  
PO Box 1119  
Winter Park, FL 32790-1119

(u)Cynthia C. Jackson +  
Orlando

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Total 60



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Residential Contract For Sale And Purchase

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

1 \* PARTIES: INFINITY CUSTOM HOMES, LLC ("Seller"),
2 \* and Daniel Dias ("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 Residential Contract For Sale And Purchase and
5 any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 1761 Legion Drive, Winter Park, FL 32789
(b) Located in: Orange County, Florida. Property Tax ID #: 31-21-30-3174-00-136
(c) Real Property: The legal description is GREEN OAKS SECOND REPLAT Q/96 THE E 128.35 FT OF N 141.5 FT OF LOT 13

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

- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property"). Other Personal Property items included in this purchase are:

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

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

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): \$1,795,000.00

(a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$17,950.00

The initial deposit made payable and delivered to "Escrow Agent" named below (CHECK ONE): (i) [ ] accompanies offer or (ii) [X] is to be made within 3 (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Information: Name: FASSETT ANTHONY AND TAYLOR, P.A. Address: 1325 W. Colonial Drive Orlando, FL 32804

Phone: 407-872-0200 E-mail: dhenderson@fassettlaw.com Fax 407-422-8170

Additional deposit to be delivered to Escrow Agent within 13 days after Effective Date \$17,950.00

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8.

(d) Other: \$

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other COLLECTED funds \$1,759,100.00

NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before 5/9/2018, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

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

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on 6/22/2018 ("Closing Date"), at the time established by the Closing Agent.

Buyer's Initials [Signature Box] Florida Realtors/Florida Bar - 5 Rev. 4/17 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

Seller's Initials [Signature Box]

Handwritten initials DD 5/7/18

EXHIBIT "A"

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53 **5. EXTENSION OF CLOSING DATE:**

- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
- 55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
- 56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
- 57 period shall not exceed 10 days.
- 58 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
- 59 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
- 60 extended as provided in STANDARD G.

61 **6. OCCUPANCY AND POSSESSION:**

- 62 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the
- 63 Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed
- 64 all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices
- 65 and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of
- 66 loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date,
- 67 and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy,
- 68 except with respect to any items identified by Buyer pursuant to Paragraph 12, prior to taking occupancy, which
- 69 require repair, replacement, treatment or remedy.
- 70 (b)  **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
- 71 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the
- 72 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall
- 73 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that
- 74 the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery
- 75 of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer
- 76 shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.
- 77 Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to
- 78 be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

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

82 **FINANCING**

83 **8. FINANCING:**

84  (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's

85 obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges

86 that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend

87 the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

88  (b) This Contract is contingent upon Buyer obtaining approval of a  conventional  FHA  VA or  other

89 (describe) loan within \_\_\_\_\_ (if left blank, then 30) days after Effective Date ("Loan Approval

90 Period") for (CHECK ONE):  fixed,  adjustable,  fixed or adjustable rate in the Loan Amount (See Paragraph

91 2(c)), at an initial interest rate not to exceed \_\_\_\_\_ % (if left blank, then prevailing rate based upon Buyer's

92 creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30) years ("Financing").

93 (i) Buyer shall make mortgage loan application for the Financing within 5 \_\_\_\_\_ (if left blank, then 5) days

94 after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms

95 ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale

96 by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

97 Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a

98 default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited

99 to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's

100 mortgage broker and lender in connection with Buyer's mortgage loan application.



101 (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application,

102 Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose

103 such status and progress, and release preliminary and finally executed closing disclosures and settlement

104 statements, to Seller and Broker.

105 (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

Buyer's Initials    
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Seller's Initials    
 05/07/18 11:46AM EDT

*DD*  
*5/7/18*

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(iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been unable to obtain Loan Approval and has elected to either:

- (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
(2) terminate this Contract.

(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, 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.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, 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:

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

(i) up to \$ ~~XXXXXXXXXX~~ % (1.5% if left blank) for General Repair Items ("General Repair Limit"); and

(ii) up to \$ ~~XXXXXXXXXX~~ % (1.5% if left blank) for WDO treatment and repairs ("WDO Repair Limit"); and

(iii) up to \$ ~~XXXXXXXXXX~~ % (1.5% if left blank) for costs associated with closing out open or expired building permits and obtaining required building permits for any existing improvement for which a permit was not obtained ("Permit Limit").

If, prior to Closing, Seller is unable to meet the Maintenance Requirement as required by Paragraph 11 or the repairs, replacements, treatments or permitting as required by Paragraph 12 then, sums equal to 125% of estimated costs to complete the applicable item(s) (but not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above, if any) shall be escrowed at Closing. If actual costs of required repairs, replacements, treatment or permitting exceed applicable escrowed amounts, Seller shall pay such actual costs (but not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above). 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)
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.)
Other:

(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

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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. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.

(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 shall 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 shall 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 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 shall 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. If Seller identifies permits which have not been properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(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

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

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

**11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, and those repairs, replacements or treatments required to be made by this Contract, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("Maintenance Requirement").

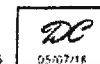
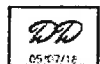
**12. PROPERTY INSPECTION AND REPAIR:**

a) **INSPECTION PERIOD:** Buyer shall have 10\_\_\_\_\_ (if blank, then 15) days after Effective Date ("Inspection Period"), within which Buyer may, at Buyer's expense, conduct "General", "WDO", and "Permit" Inspections described below. If Buyer fails to timely deliver to Seller a written notice or report required by (b), (c), or (d) below, then, except for Seller's continuing Maintenance Requirement, Buyer shall have waived Seller's obligation(s) to repair, replace, treat or remedy the matters not inspected and timely reported. If this Contract does not close, Buyer shall repair all damage to Property resulting from Buyer's inspections, return Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion.

**(b) GENERAL PROPERTY INSPECTION AND REPAIR:**

(i) **General Inspection:** Those items specified in Paragraph 12(b) (ii) below, which Seller is obligated to repair or replace ("General Repair Items") may be inspected ("General Inspection") by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("Professional Inspector"). Buyer shall, within the Inspection Period, inform Seller of any General Repair Items that are not in the condition required by (b)(ii) below by

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delivering to Seller a written notice and upon written request by Seller a copy of the portion of Professional Inspector's written report dealing with such items.

(ii) **Property Condition:** The following items shall be free of leaks, water damage or structural damage: ceiling, roof (including fascia and soffits), exterior and interior walls, doors, windows, and foundation. The above items together with pool, pool equipment, non-leased major appliances, heating, cooling, mechanical, electrical, security, sprinkler, septic and plumbing systems and machinery, seawalls, and dockage, are, and shall be maintained until Closing, in "Working Condition" (defined below). Torn screens (including pool and patio screens), fogged windows, and missing roof tiles or shingles shall be repaired or replaced by Seller prior to Closing. Seller is not required to repair or replace "Cosmetic Conditions" (defined below), unless the Cosmetic Conditions resulted from a defect in an item Seller is obligated to repair or replace. "Working Condition" means operating in the manner in which the item was designed to operate. "Cosmetic Conditions" means aesthetic imperfections that do not affect Working Condition of the item, including, but not limited to: pitted marcite; tears, worn spots and discoloration of floor coverings, wallpapers, or window treatments; nail holes, scrapes, scratches, dents, chips or caulking in ceilings, walls, flooring, tile, fixtures, or mirrors; and minor cracks in walls, floor tiles, windows, driveways, sidewalks, pool decks, and garage and patio floors. Cracked roof 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 evidence of actual leaks, leakage or structural damage.

(iii) **General Property Repairs:** Seller is only obligated to make such general repairs as are necessary to bring items into the condition specified in Paragraph 12(b) (ii) above. Seller shall within 10 days after receipt of Buyer's written notice or General Inspection report, either have the reported repairs to General Repair Items estimated by an appropriately licensed person and a copy delivered to Buyer, or have a second inspection made by a Professional Inspector and provide a copy of such report and estimates of repairs to Buyer. If Buyer's and Seller's inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together shall choose, and equally split the cost of, a third Professional Inspector, whose written report shall be binding on the parties.

If cost to repair General Repair Items equals or is less than the General Repair Limit, Seller shall have repairs made in accordance with Paragraph 12(f). If cost to repair General Repair Items exceeds the General Repair Limit, then within 5 days after a party's receipt of the last estimate: (A) Seller may elect to pay the excess by delivering written notice to Buyer, or (B) Buyer may deliver written notice to Seller designating which repairs of General Repair Items Seller shall make (at a total cost to Seller not exceeding the General Repair Limit) and agreeing to accept the balance of General Repair Items in their "as is" condition, subject to Seller's continuing Maintenance Requirement. If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) **WOOD DESTROYING ORGANISM ("WDO") INSPECTION AND REPAIR:**

(i) **WDO Inspection:** The Property may be inspected by a Florida-licensed pest control business ("WDO Inspector") to determine the existence of past or present WDO infestation and damage caused by infestation ("WDO Inspection"). Buyer shall, within the Inspection Period, deliver a copy of the WDO Inspector's written report to Seller if any evidence of WDO infestation or damage is found. "Wood Destroying Organism" ("WDO") means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.

(ii) **WDO Repairs:** If Seller previously treated the Property for the type of WDO found by Buyer's WDO Inspection, Seller does not have to retreat the Property if there is no visible live infestation, and Seller, at Seller's cost, transfers to Buyer at Closing a current full treatment warranty for the type of WDO found. Seller shall within 10 days after receipt of Buyer's WDO Inspector's report, have reported WDO damage estimated by an appropriately licensed person, necessary corrective treatment, if any, estimated by a WDO Inspector, and a copy delivered to Buyer. Seller shall have treatments and repairs made in accordance with Paragraph 12(f) below up to the WDO Repair Limit. If cost to treat and repair the WDO infestations and damage to Property exceeds the WDO Repair Limit, then within 5 days after receipt of Seller's estimate, Buyer may deliver written notice to Seller agreeing to pay the excess, or designating which WDO repairs Seller shall make (at a total cost to Seller not exceeding the WDO Repair Limit), and accepting the balance of the Property in its "as is" condition with regard to WDO infestation and damage, subject to Seller's continuing Maintenance Requirement. If Buyer does not deliver such written notice to Seller, then either party may terminate this Contract by written notice to the other, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

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330 (d) **INSPECTION AND CLOSE-OUT OF BUILDING PERMITS:**

331 (i) **Permit Inspection:** Buyer may have an inspection and examination of records and documents made to  
332 determine whether there exist any open or expired building permits or unpermitted improvements to the  
333 Property ("Permit Inspection"). Buyer shall, within the Inspection Period, deliver written notice to Seller of the  
334 existence of any open or expired building permits or unpermitted improvements to the Property. If Buyer's  
335 inspection of the Property identifies permits which have not been properly closed or improvements which were  
336 not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information  
337 in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of  
338 such open permits or unpermitted improvements.

339 (ii) **Close-Out of Building Permits:** Seller shall, within 10 days after receipt of Buyer's Permit Inspection notice,  
340 have an estimate of costs to remedy Permit Inspection items prepared by an appropriately licensed person and  
341 a copy delivered to Buyer. No later than 5 days prior to Closing Date, Seller shall, up to the Permit Limit, have  
342 open and expired building permits identified by Buyer or known to Seller closed by the applicable governmental  
343 entity, and obtain and close any required building permits for improvements to the Property. Prior to Closing  
344 Date, Seller will provide Buyer with any written documentation that all open and expired building permits  
345 identified by Buyer or known to Seller have been closed out and that Seller has obtained and closed required  
346 building permits for improvements to the Property. If final permit inspections cannot be performed due to delays  
347 by the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections,  
348 failing which, either party may terminate this Contract, and Buyer shall be refunded the Deposit, thereby  
349 releasing Buyer and Seller from all further obligations under this Contract.

350 If cost to close open or expired building permits or to remedy any permit violation of any governmental entity  
351 exceeds Permit Limit, then within 5 days after a party's receipt of estimates of cost to remedy: (A) Seller may  
352 elect to pay the excess by delivering written notice to Buyer; or (B) Buyer may deliver written notice to Seller  
353 accepting the Property in its "as is" condition with regard to building permit status and agreeing to receive credit  
354 from Seller at Closing in the amount of Permit Limit. If neither party delivers such written notice to the other,  
355 then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer  
356 and Seller from all further obligations under this Contract.

357 (e) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior  
358 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and  
359 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal  
360 Property are on the Property and to verify that Seller has maintained the Property as required by the  
361 Maintenance Requirement, has made repairs and replacements required by this Contract, and has met all other  
362 contractual obligations.



363 (f) **REPAIR STANDARDS; ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:**

364 All repairs and replacements shall be completed in a good and workmanlike manner by an appropriately  
365 licensed person, in accordance with all requirements of law, and shall consist of materials or items of quality,  
366 value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Except as  
367 provided in Paragraph 12(c)(ii), at Buyer's option and cost, Seller will, at Closing, assign all assignable repair,  
368 treatment and maintenance contracts and warranties to Buyer.

369 **ESCROW AGENT AND BROKER**

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

384 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,  
385 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable

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attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

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

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) BUYER DEFAULT: If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

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

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

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

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

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

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover

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443 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the  
444 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

445 18. STANDARDS:

446 A. TITLE:

447 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in  
448 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall  
449 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at  
450 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance  
451 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,  
452 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,  
453 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the  
454 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of  
455 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than  
456 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and  
457 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach  
458 addendum); provided, that, unless waived by Paragraph 12 (a), there exists at Closing no violation of the foregoing  
459 and none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of  
460 items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined  
461 according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

462 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller  
463 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is  
464 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of  
465 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after  
466 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer  
467 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver  
468 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this  
469 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If  
470 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,  
471 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which  
472 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or  
473 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has  
474 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)  
475 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
476 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and  
477 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,  
478 thereby releasing Buyer and Seller from all further obligations under this Contract.

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

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

489 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from  
490 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security  
491 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s),  
492 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit,  
493 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or  
494 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph  
495 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller  
496 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

497 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
498 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
499 thereunder.

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

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

513 G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be
514 liable to each other for damages so long as performance or non-performance of the obligation, or the availability of
515 services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force
516 Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God,
517 unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent
518 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including
519 Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents
520 performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under
521 this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering
522 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
523 further obligations under this Contract.

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

529 I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

530 (i) LOCATION: Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by
531 the party paying for the owner's policy of title insurance and will take place in the county where the Real Property
532 is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title
533 insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic
534 means.

535 (ii) CLOSING DOCUMENTS: Seller shall, at or prior to Closing, execute and deliver, as applicable, deed, bill of
536 sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s),
537 owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid
538 receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable,
539 the survey, flood elevation certification, and documents required by Buyer's lender.

540 (iii) FinCEN GTO NOTICE. If Closing Agent is required to comply with the U.S. Treasury Department's
541 Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer
542 shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this
543 Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and
544 report of said information to IRS.

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

549 J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide
550 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following
551 escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent
552 for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of
553 Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

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



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

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

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

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

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

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

609 Q. **WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this  
610 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or  
611 rights.  
612 R. **RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten  
613 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.  
614 S. **COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or  
615 received, including Deposits, have become actually and finally collected and deposited in the account of  
616 Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents  
617 may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.  
618 T. **RESERVED.**  
619 U. **APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State  
620 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the  
621 county where the Real Property is located.  
622 V. **FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,  
623 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%  
624 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service  
625 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate  
626 from the IRS authorizing a reduced amount of withholding.  
627 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can  
628 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,  
629 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and  
630 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer  
631 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds  
632 to the IRS.  
633 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced  
634 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the  
635 reduced sum required, if any, and timely remit said funds to the IRS.  
636 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has  
637 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been  
638 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller  
639 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in  
640 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the  
641 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted  
642 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.  
643 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this  
644 transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the  
645 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for  
646 disbursement in accordance with the final determination of the IRS, as applicable.  
647 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms  
648 8288 and 8288-A, as filed.

ADDENDA AND ADDITIONAL TERMS

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

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> A. Condominium Rider      | <input type="checkbox"/> K. "As Is"                          | <input type="checkbox"/> T. Pre-Closing Occupancy       |
| <input type="checkbox"/> B. Homeowners' Assn.      | <input type="checkbox"/> L. Right to Inspect/ Cancel         | <input type="checkbox"/> U. Post-Closing Occupancy      |
| <input type="checkbox"/> C. Seller Financing       | <input type="checkbox"/> M. Defective Drywall                | <input type="checkbox"/> V. Sale of Buyer's Property    |
| <input type="checkbox"/> D. Mortgage Assumption    | <input type="checkbox"/> N. Coastal Construction Control     | <input type="checkbox"/> W. Back-up Contract            |
| <input type="checkbox"/> E. FHA/VA Financing       | Line   | <input type="checkbox"/> X. Kick-out Clause             |
| <input type="checkbox"/> F. Appraisal Contingency  | <input type="checkbox"/> O. Insulation Disclosure            | <input type="checkbox"/> Y. Seller's Attorney Approval  |
| <input type="checkbox"/> G. Short Sale             | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> Z. Buyer's Attorney Approval   |
| <input type="checkbox"/> H. Homeowners'/Flood Ins  | <input type="checkbox"/> Q. Housing for Older Persons        | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> I. RESERVED               | <input type="checkbox"/> R. Rezoning                         | <input type="checkbox"/> BB. Binding Arbitration        |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> S. Lease Purchase/ Lease Option     | <input type="checkbox"/> Other: _____                   |

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651 \* 20. ADDITIONAL TERMS: Home Warranty to be provided by Benchmark Builders, Inc.

652 Unless notified otherwise in writing, if Coldwell Banker is identified as the cooperating broker, the  
653 company and its sales associates are representing the Buyer in a Transaction Brokerage capacity in  
654 accordance with §475.278(2), Fla. Stat.

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656  This Contract Subject to Bankruptcy Judge Approval.

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668 COUNTER-OFFER/REJECTION

669 \*  Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
670 deliver a copy of the acceptance to Seller).

671 \*  Seller rejects Buyer's offer.

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

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

675 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms  
676 and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions  
677 should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

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

680 \* Buyer: Daniel Dias   Date: 05/07/2018 5/17/18

681 \* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

682 \* Seller: David Craft  Date: 05/07/2018

683 \* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

684 Buyer's address for purposes of notice Seller's address for purposes of notice

685 \* 1837 Windermere Dr. NE  
686 \* Atlanta, GA 30324-4917  
687 \* \_\_\_\_\_

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

694 \* Brian Scanlon  
695 **Cooperating Sales Associate, if any**

Dan Haber  
**Listing Sales Associate**

696 \* Coldwell Banker Residential RE  
697 **Cooperating Broker, if any**

Coldwell Banker Residential RE  
**Listing Broker**

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