



Commercial Contract

1 1. PARTIES AND PROPERTY: CITY OF HOLLYWOOD ("Buyer")

2 agrees to buy and BLUEVIS LLC ("Seller")

3 agrees to sell the property at:

4 Street Address: 600 Knights Road, Hollywood, Florida 33021

5 _____

6 Legal Description: See Attached Exhibit "A"

7 _____

8 and the following Personal Property: None

9 _____

10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 2. PURCHASE PRICE: \$ 5,250,000.00

12 (a) Deposit held in escrow by: \$ 250,000.00

13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: _____ Phone: _____

15 (b) Additional deposit to be made to Escrow Agent

16 [] within ____ days (3 days, if left blank) after completion of Due Diligence Period or

17 [] within ____ days after Effective Date \$ _____

18 (c) Additional deposit to be made to Escrow Agent

19 [] within ____ days (3 days, if left blank) after completion of Due Diligence Period or

20 [] within ____ days after Effective Date \$ _____

21 (d) Total financing (see Paragraph 5) \$ _____

22 (e) Other \$ _____

23 (f) All deposits will be credited to the purchase price at closing.

24 Balance to close, subject to adjustments and prorations, to be paid

25 via wire transfer. \$ 5,000,000.00

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of
27 Buyer's written notice of acceptability.

28 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
29 and Buyer and an executed copy delivered to all parties on or before _____, this offer
30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
31 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
32 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or

33 _____ . Calendar days, based on where the Property is located, will be used when
34 computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods
35 provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending
36 or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will
37 extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national
38 legal holiday is observed. Time is of the essence in this Contract.

39 4. CLOSING DATE AND LOCATION:

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

40 (a) **Closing Date:** This transaction will be closed on _____ (Closing Date), unless
41 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods
42 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended
43 on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after
44 the insurance underwriting suspension is lifted.

45 (b) **Location:** Closing will take place in Broward County, Florida. (If left blank, closing will take place in the
46 county where the property is located.) Closing may be conducted by mail or electronic means.

47 **5. THIRD PARTY FINANCING:**

48 **BUYER'S OBLIGATION:** On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third
49 party financing in an amount not to exceed _____% of the purchase price or \$_____, with a fixed
50 interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or
51 commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized
52 over _____ years, with additional terms as follows:

53 _____
54 **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any
55 lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left
56 blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close
57 the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage
58 broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon
59 obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable
60 diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank)
61 deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract.
62 If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter.
63 Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of
64 those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer**
65 has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and
66 thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or
67 before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both
68 parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving
69 the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use
70 good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction
71 does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms
72 and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-
73 approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

74 **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
75 deed special warranty deed other _____, free of liens, easements and
76 encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
77 restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other
78 matters to which title will be subject) _____

79 _____;
80 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the
81 Property as SEE ADDITIONAL TERMS

82 (a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent
83 and pay for the title search and closing services. **Seller** will, at (check one) **Seller's** **Buyer's** expense and
84 within 7 (Seven) days after Effective Date or at least ___ days before Closing Date deliver to **Buyer** (check one)
85 (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by
86 **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase
87 price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and
88 **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. (ii.) an
89 abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
90 However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed

Buyer (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

91 insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy
92 exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or
93 **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such
94 an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

95 **(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**
96 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2)
97 **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days from receipt of the notice
98 ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the
99 Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the
100 scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be
101 cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days
102 from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept
103 title subject to existing defects and close the transaction without reduction in purchase price.

104 **(c) Survey:** (check applicable provisions below)

105 **Seller** will, within 7 (Seven) days from Effective Date, deliver to **Buyer** copies of prior surveys,
106 plans, specifications, and engineering documents, if any, and the following documents relevant to this
107 transaction:

108 _____
109 prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this
110 transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the
111 date this Contract is terminated.

112 **Buyer** will, at **Seller's** **Buyer's** expense and within the time period allowed to deliver and examine
113 title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
114 encroachments on the Property or that the improvements encroach on the lands of another, **Buyer** will
115 accept the Property with existing encroachments such encroachments will constitute a title defect to be
116 cured within the Curative Period.

117 **(d) Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

118 **7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition,
119 ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller**
120 makes no warranties other than marketability of title. In the event that the condition of the Property has materially
121 changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a
122 refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required
123 condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ N/A (1.5% of
124 the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any
125 defects in the Property. (Check **(a)** or **(b)**)

126 **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
127 condition.

128 **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 20 (Twenty) days from Effective Date
("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During
the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which
129 **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural,
130 environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision
131 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local,
132 state and regional growth management and comprehensive land use plans; availability of permits, government
133 approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground
134 water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to
135 **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property
136 is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in
137 its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the
138 Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable
139 notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter
140 the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from
141 losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from
142 liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted only with **Buyer's** consent without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) **Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) **Costs:** **Buyer and Seller shall comply with Section 196.295, Florida Statutes with respect to the payment of prorated ad valorem taxes for the year closing into escrow with the Broward County Tax Collector's Office.** **Buyer** will pay **Buyer's** attorneys' fees, recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) **Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) **Taxes and Prorations:** **Buyer and Seller shall comply with Section 196.295, Florida Statutes with respect to the payment of prorated ad valorem taxes for the year closing into escrow with the Broward County Tax Collector's Office.** Personal property taxes on any tangible personal property, bond

payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

196 **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

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(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

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

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

253 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
254 representing a party will be as effective as if given by or delivered to that party

255 **17. DISCLOSURES:**

256 **(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
257 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of
258 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the
259 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not
260 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

261 **(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
262 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
263 liens, if any, shall be paid as set forth in Paragraph 9(e).

264 **(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
265 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
266 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
267 and radon testing may be obtained from your county public health unit.

268 **(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
269 Section 553.996, Florida Statutes.

270 **18. RISK OF LOSS:**

271 **(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will
272 bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to
273 **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and
274 **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim
275 to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any
276 such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of
277 the **Buyer**.

278 **(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
279 right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this
280 Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of
281 purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at
282 closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate
283 with and assist **Buyer** in collecting any such award.

284 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is not
285 assignable is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement
286 to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This
287 Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if
288 assignment is permitted).

289 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**.
290 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
291 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
292 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
293 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
294 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
295 construed under Florida law and will not be recorded in any public records.

296 **21. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a
297 licensed real estate Broker other than:

298 **(a) Seller's Broker:** _____,
299 (Company Name) (Licensee)

300 _____,
301 (Address, Telephone, Fax, E-mail)

302 who is a single agent is a transaction broker has no brokerage relationship and who will be compensated by
301 **Seller** **Buyer** both parties pursuant to a listing agreement other (specify) _____

302 **(b) Buyer's Broker: N/A** _____

Buyer (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

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(Address, Telephone, Fax, E-mail)

304 who is a single agent is a transaction broker has no brokerage relationship and who will be compensated by
305 Seller's Broker Seller Buyer both parties pursuant to other (specify)

306 N/A

307 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
308 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to
309 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
310 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
311 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
312 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
313 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
314 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

315 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
316 this Contract):

- 317 (A) Arbitration (E) Seller Warranty (I) Existing Mortgage
- 318 (B) Section 1031 Exchange (F) Coastal Construction Control Line (J) Buyer's Attorney Approval
- 319 (C) Property Inspection and Repair (G) Flood Area Hazard Zone (K) Seller's Attorney Approval
- 320 (D) Seller Representations (H) Seller Financing Other _____

321 **23. ADDITIONAL TERMS:**

322 Within 5 business days of the mutual execution of this Agreement, the Buyer shall deposit
323 \$250,000.00 into an escrow account with a mutually agreed upon Escrow Agent. The deposit will
324 be fully refundable during the Due Diligence Period. At any time during the Due Diligence Period
325 Buyer may terminate the Agreement and shall receive 100% of any deposits and 100% of all
326 Interest accrued. All deposits will be credited toward the Purchase Price when the Closing occurs.
327 Buyer shall have up to 20 days from the Effective Date as a Due Diligence Period. Closing shall
take place within 30 days following the completion of the Due Diligence Period.

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332 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
333 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
334 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
335 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
336 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
337 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**
338 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
339 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
340 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
341 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
342 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**
343 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

344 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
345 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
346 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
347 to do so.

ATTENTION: SELLER AND BUYER

348 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
349 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
350 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
351 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
352 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**
353 **in violation of the Act.**

354
355 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
356 Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

357 _____ Date: _____
(Signature of Buyer)

358 _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

359 Title: _____ Telephone: _____

360 _____ Date: _____
(Signature of Buyer)

361 _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

362 Title: _____ Telephone: _____

363 Buyer's Address for purpose of notice _____

364 Facsimile: _____ Email: _____

365 _____ Date: _____
(Signature of Seller)

366 _____ Tax ID No.: _____
(Typed or Printed Name of Seller)

367 Title: _____ Telephone: _____

368 _____ Date: _____
(Signature of Seller)

369 _____ Tax ID No.: _____
(Typed or Printed Name of Seller)

370 Title: _____ Telephone: _____

371 Seller's Address for purpose of notice: _____

372 Facsimile: _____ Email: _____

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Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

EXHIBIT "A"

Legal Description

The South 342 feet of the North Three-Quarters (N $\frac{3}{4}$) of the East One-Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Seventeen (17), Township Fifty-one (51) South, Range Forty-two (42) East, situate, lying and being in Broward County, Florida excepting therefrom the East 412 feet.