

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

"As Is" Contract For Sale And Purchase
 FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

1* PARTIES:

Mr. Seller
 Mrs. Seller

2* ("Seller"), and

Mr. Buyer
 Mrs. Buyer

3 ("Buyer"), hereby 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 Contract for Sale and Purchase and any riders and addenda
 5 ("Contract"):

6* I. DESCRIPTION:

7* (a) Legal description of the Real Property located in _____ County, Florida:
 8* _____

9* (b) Street address, city, zip, of the Property: _____

10 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window
 11 treatment(s) unless specifically excluded below.

12 Other items included are:
 13* _____

14* Items of Personal Property (and leased items, if any) excluded are:

15* _____

16* **II. PURCHASE PRICE (U.S. currency):** \$ _____

17 PAYMENT:

18* (a) Deposit held in escrow by _____ ("Escrow Agent") in the amount of (checks subject to clearance) \$ _____

19* Escrow Agent's address: _____ Phone: _____

20* (b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date in the amount of . . \$ _____

21* (c) Financing in the amount of ("Loan Amount") see Paragraph IV below \$ _____

22* (d) Other \$ _____

23 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject to
 24* adjustments or prorations \$ _____

25 III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:

26 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the
 27* parties on or before _____, the deposit(s) will, at Buyer's option, be returned and this offer
 28 withdrawn. **UNLESS OTHERWISE STATED, THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFERS SHALL BE 2 DAYS**
 29 **FROM THE DATE THE COUNTEROFFER IS DELIVERED.**

30 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this
 31 offer or the final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date
 32 determined above for acceptance of this offer or, if applicable, the final counteroffer.

33 IV. FINANCING:

34* (a) This is a cash transaction with no contingencies for financing;

35* (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for
 36* a loan to purchase the Property ("Loan Approval") within _____ days (if blank, then 30 days) after Effective Date ("Loan
 37* Approval Date") for (CHECK ONLY ONE): a fixed; an adjustable; or a fixed or adjustable rate loan, in the Loan
 38* Amount (See Paragraph II.(c)), at an initial interest rate not to exceed _____ %, and for a term of _____
 39* years. Buyer will make application within _____ days (if blank, then 5 days) after Effective Date.

40 **BUYER:** Buyer shall use reasonable diligence to: obtain Loan Approval; **notify Seller in writing of receipt of Loan**
 41 **Approval by Loan Approval Date;** satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a
 42 condition related to the sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. Buyer



43 shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and lender(s) to disclose information regarding the
44 conditions, status, and progress of loan applications and Loan Approval to Seller, Seller's attorney, real estate licensee(s),
45 and Closing Agent.

46 **SELLER:** If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter
47 cancel this Contract by delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days
48 prior to Closing. Seller's Cancellation Notice shall notify Buyer that Buyer has three (3) days to deliver to Seller written notice
49 waiving this Financing contingency, or the Contract shall be cancelled.

50 **DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only):** If Buyer has used reasonable diligence and does not
51 obtain Loan Approval by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be
52 returned to Buyer. If Buyer obtains Loan Approval or waives this Financing contingency, and thereafter the Contract does not
53 close, then the deposit(s) shall be paid to Seller; provided however, if the failure to close is due to (i) Seller's failure or refusal
54 to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender fails to receive and approve an
55 appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be returned
56 to Buyer.

57* (c) Assumption of existing mortgage (see rider for terms); or

58* (d) Purchase money note and mortgage to Seller (see "As Is" Standards B and K and riders; addenda; or special clauses
59 for terms).

60* **V. TITLE EVIDENCE:** At least ***** days (if blank, then 5 days) before Closing a title insurance commitment with
61 legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy
62 of title insurance (see "AS IS" Standard A for terms) shall be obtained by:

63* **(CHECK ONLY ONE):** (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or

64* (2) Buyer at Buyer's expense.

65* **(CHECK HERE):** If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

66* **VI. CLOSING DATE:** This transaction shall be closed and the closing documents delivered on *****
67 ("Closing"), unless modified by other provisions of this Contract. In the event of extreme weather or other conditions or events
68 constituting "force majeure", Closing will be extended a reasonable time until: (i) restoration of utilities and other services essential
69 to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners' insurance. If such conditions continue more than
70* ***** days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

71 **VII. RESTRICTIONS; EASEMENTS; LIMITATIONS:** Seller shall convey marketable title subject to: comprehensive land use
72 plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters
73 appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right
74 of entry; unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width
75 as to the rear or front lines and 7 1/2 feet in width as to the side lines); taxes for year of Closing and subsequent years; and
76 assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at
77* Closing no violation of the foregoing and none prevent use of the Property for *****
78 purpose(s).

79 **VIII. OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If
80 Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants
81 shall be disclosed pursuant to "AS IS" Standard F. If occupancy is to be delivered before Closing, Buyer assumes all risks of
82 loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed
83 to have accepted Property in its existing condition as of time of taking occupancy.

84 **IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control
85 all printed provisions of this Contract in conflict with them.

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

88 **XI. DISCLOSURES:**

89* (a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not
90 include a Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending,
91* or payable in installments, as of Closing, shall be paid as follows: by Seller at closing by Buyer (if left blank, then
92 **Seller at Closing**). If the amount of any assessment to be paid by Seller has not been finally determined as of Closing, Seller
93 shall be charged at Closing an amount equal to the last estimate or assessment for the improvement by the public body.

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

98 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional
99 information regarding mold, Buyer should contact an appropriate professional.

100 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996,
101 F.S.

102 (e) If the Real Property includes pre-1978 residential housing, then a lead-based paint rider is mandatory.

103 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with
104 that Act.

105 (g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**
106 **ASSOCIATION/COMMUNITY DISCLOSURE.**

107 (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY**
108 **TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR**
109 **SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS**

110 REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE
111 ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR
112 INFORMATION.

113 **XII. MAXIMUM REPAIR COSTS: DELETED**

114* **XIII. HOME WARRANTY:** Seller Buyer N/A will pay for a home warranty plan issued by *****
115* at a cost not to exceed \$ *****

116* **XIV. INSPECTION PERIOD AND RIGHT TO CANCEL:** (a) Buyer shall have ***** days from Effective Date
117 ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire and
118 utilities service shall be made available by the Seller during the Inspection Period; (b) Buyer shall be responsible for
119 prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such
120 inspections and this provision (b) shall survive termination of this Contract; and (c) if Buyer determines, in Buyer's
121 sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract by delivering facsimile
122 or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely cancels
123 this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be
124 released of all further obligations under this Contract, except as provided in this Paragraph XIV. Unless Buyer
125 exercises the right to cancel granted herein, Buyer accepts the Property in its present physical condition, subject to
126 any violation of governmental, building, environmental, and safety codes, restrictions or requirements and shall be
127 responsible for any and all repairs and improvements required by Buyer's lender.

128 **XV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK** those riders which are applicable AND are attached to and made part
129* of this Contract: CONDOMINIUM VA/FHA HOMEOWNERS' ASSN. LEAD-BASED PAINT COASTAL
130* CONSTRUCTION CONTROL LINE INSULATION EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS)
131* Other Comprehensive Rider Provisions Addenda
132 Special Clause(s):
133* *****

134 **XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards):** Buyer and Seller acknowledge receipt of
135 a copy of "AS IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

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

138 THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.
139 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by
140 the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests,
141 objectives and bargaining positions of all interested persons.

142 AN ASTERISK(*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE
143 COMPLETED.
144*

BUYER _____ DATE _____
Mr. Buyer

BUYER _____ DATE _____
Mrs. Buyer

SELLER _____ DATE _____
Mr. Seller

SELLER _____ DATE _____
Mrs. Seller

146* Buyers' address for purposes of notice *****
147* ***** Phone

148* Sellers' address for purposes of notice *****
149* ***** Phone

150 **BROKERS:** The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in
151 connection with this Contract:

152 Name: *****
153 **Cooperating Brokers, if any** **Listing Broker**

154 **"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS**

155 **A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon
156 recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's
157 marketable title to the Real Property, subject only to matters contained in Paragraph VII and those to be discharged by Seller at or
158 before Closing. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar
159 and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found
160 defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of
161 notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to
162 Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to
163 remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller,
164 Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct
165 defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive
166 the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract.
167 If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing
168 so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this "AS IS" Standard.

169 **B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note
170 to Seller shall provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second
171 or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of
172 transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing; shall forbid modifications
173 of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard
174 mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term
175 "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their
176 highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller,
177 but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements
178 generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is
179 located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security
180 agreement evidenced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will
181 exceed the periodic payments thereon.

182 **C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the
183 Real Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property
184 or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract
185 covenants or applicable governmental regulations, the same shall constitute a title defect.

186 **D. WOOD DESTROYING ORGANISMS: DELETED**

187 **E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for
188 its intended use as described in Paragraph VII hereof and title to the Real Property is insurable in accordance with "AS IS" Standard
189 A without exception for lack of legal right of access.

190 **F. LEASES:** Seller shall at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from
191 each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits
192 paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to
193 Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information.
194 If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written
195 notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

196 **G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for
197 herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no
198 improvements or repairs to the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been
199 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general
200 contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such
201 general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs
202 which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the Closing of this
203 Contract.

204 **H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or
205 other closing agent ("Closing Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

206 **I. TIME:** Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event
207 Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end
208 on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. **Time is of the essence in this**
209 **Contract.**

210 **J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's
211 possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish
212 mortgage, mortgage note, security agreement and financing statements.

213 **K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of
214 Buyer's loan (whether obtained from Seller or third party), including, but not limited to, documentary stamps and intangible tax
215 on the purchase money mortgage and any mortgage assumed, mortgagee title insurance commitment with related fees, and
216 recording of purchase money mortgage, deed and financing statements shall be paid by Buyer. Unless otherwise provided by
217 law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of closing
218 statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

219 **"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)**

220 **L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be
221 prorated through the day before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable,
222 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations
223 to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and security deposits
224 will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the
225 current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs
226 at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon
227 such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's
228 tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in
229 existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable
230 assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an
231 informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party,
232 be readjusted upon receipt of current year's tax bill.

233 **M. (RESERVED - purposely left blank)**

234 **N. INSPECTION AND REPAIR: DELETED**

235 **O. RISK OF LOSS:** If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing
236 and cost of restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase
237 Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract, and if
238 restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If the cost of restoration exceeds 1.5% of
239 the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s) thereby
240 releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by
241 casualty or other natural occurrence shall be the cost of pruning or removal.

242 **P. CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters
243 pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this "AS IS" Standard shall be
244 waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in
245 escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through
246 no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from
247 date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds
248 shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such
249 repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special
250 warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights
251 against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill
252 of sale.

253 **Q. ESCROW:** Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees
254 by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance
255 with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's
256 duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of
257 the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine
258 the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney
259 who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of
260 such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously
261 delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any
262 suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent
263 interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts
264 to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
265 The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such
266 misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

267 **R. ATTORNEY'S FEES; COSTS:** In any litigation, including breach, enforcement or interpretation, arising out of this Contract,
268 the prevailing party in such litigation, which, for purposes of this "AS IS" Standard, shall include Seller, Buyer and any
269 brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover
270 from the non-prevailing party reasonable attorney's fees, costs and expenses.

271 **S. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all
272 deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account
273 of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims;
274 whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed
275 in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable
276 after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect
277 to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

278 **T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES:** Neither this Contract nor any notice of it shall
279 be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest.
280 Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to
281 the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing
282 and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this
283 Contract and any signatures hereon shall be considered for all purposes as an original.

284 **"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)**

285 **U. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal
286 representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and
287 those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with
288 warranty of title, sublect only to such matters as may be otherwise provided for herein.

289 **V. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless
290 included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing
291 and executed by the parties intended to be bound by it.

292 **W. SELLER DISCLOSURE:** (1) There are no facts known to Seller materially affecting the value of the Property which are not
293 readily observable by Buyer or which have not been disclosed to Buyer; **(2) Seller extends and intends no warranty and makes**
294 **no representation of any type, either express or implied, as to the physical condition or history of the Property;** **(3) Seller**
295 **has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building,**
296 **environmental or safety code violation;** **(4) Seller has no knowledge of any repairs or improvements made to the**
297 **Property without compliance with governmental regulation which have not been disclosed to Buyer.**

298 **X. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES:** Seller shall
299 maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary
300 wear and tear and Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the
301 Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are
302 on the Real Property and that the Property has been maintained as required by this "AS IS" Standard. Seller will assign all
303 assignable repair and treatment contracts and warranties to Buyer at Closing.

304 **Y. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or
305 deferred) with respect to the Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall
306 cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (1) the
307 cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor
308 extended or delayed by, such Exchange.

309 **Z. BUYER WAIVER OF CLAIMS:** **Buyer waives any claims against Seller and, to the extent permitted bylaw, against**
310 **any real estate licensee involved in the negotiation of the Contract, for any defects or other damage that may exist at**
311 **Closing of the Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against**
312 **the Buyer.**

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Buyer(s) _____

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Seller(s) _____