

"AS IS" Residential Contract For Sale And Purchase

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



PARTIES: TWO BROKE GRLS LLC

and Michael Manuel Spivey Private Bank

agree that Seller shall sell and Buyer shall buy the following described Real Property and (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: 2680 CLAY WHALEY RD SAINT CLOUD FL 34772

(b) Located in: osceola County, Florida. Property Tax ID #: 20-26-30-4950-0001-0050

(c) Real Property: The legal description is

S. L. & I. C. PG 8 PG 7 E 260.65 FT OF N 210.33 FT OF LOT 5

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), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("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):..... \$ 500,000.00

(a) Initial deposit to be held in escrow in the amount of (checks subject to Collection) \$ 5000

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

(CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ 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 Name: Amy Buehler/ Land Title Professional's LLC

Address: 1105 Pennsylvania Ave St. Cloud, Florida 34769 Phone: 321/2486332

E-mail: zay@landtitleprofessionals.org Fax:

(b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)

days after Effective Date *****

(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: _____

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 12/8/2024, this offer shall be deemed to have been accepted by all parties.

12/7/2024, 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 initiated and delivered this offer or final counter offer ("Effective Date").

4. **CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required is furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provision

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Dayton Indians *MSA*
Florida Panthers *MSA*

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Seder's initials

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Tel: +66 216 54 523-72, 2781-0779

this Contract, the Closing shall occur on or before 12/20/2024 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.

- (b) ☐ CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING. If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

- ☒ (a) This is a cash transaction with no financing contingency.

☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a (CHECK ONE): ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

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Buyer's Initials _____
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Seller's Initials _____

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided 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.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided 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.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8(b)(iii), above, and Buyer thereafter fails to close this Contract, 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; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; 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 D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C 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 | • HOA/Condominium Association estoppel fees |
| • Owner's Policy and Charges (if Paragraph 9(c)(i) is checked) | • Recording and other fees needed to cure title |
| • Title search charges (if Paragraph 9(c)(iii) is checked) | • Seller's attorneys' fees |
| • Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked) | • Other: _____ |
| • Charges for FIRPTA withholding and reporting | |

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

(b) COSTS TO BE PAID BY BUYER:

- | | |
|---|--|
| • Taxes and recording fees on notes and mortgages | • Loan expenses |
| • Recording fees for deed and financing statements | • Appraisal fees |
| • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked) | • Buyer's inspections |
| • Survey (and elevation certification, if required) | • Buyer's attorneys' fees |
| • Lender's title policy and endorsements | • All property related insurance |
| • HOA/Condominium Association application/transfer fees | • Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.) |
| • Municipal lien search (if Paragraph 9(c)(ii) is checked) | |
| • Other: None | |

(c) **TITLE EVIDENCE AND INSURANCE:** At least 10 (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy 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 153, 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):** Buyer shall designate Closing Agent. 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:** At least 5 days prior to Closing Date, 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 \$ 500. 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, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

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., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) 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 or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been 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 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

Without Prejudice, 1/1/2015, 1:00 PM Eastern Standard Time

Buyer's Initials: 

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Seller's Initials: _____

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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 10 (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.

- (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 provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. 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, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.
- 12. **PROPERTY INSPECTION; RIGHT TO CANCEL:**
 - (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 10 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

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Buyer's Initials
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Seller's Initials

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- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, 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 or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

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

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Seller's Initials: _____

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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Seller's Initials _____

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

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

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

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

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

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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Buyer's Initials 
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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event 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.

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

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

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

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

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

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

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from 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 re-convey 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 pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), 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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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 or official 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 only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic 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.

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

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

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

T. RESERVED.

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

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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Florida Realtors/Florida Bar FRI-S-8xx

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

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

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

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

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

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

W. RESERVED

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

ADDENDA AND ADDITIONAL TERMS

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

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|--|---|--|
| ☐ A. Condominium Rider | ☐ M. Defective Drywall | ☐ X. Kick-out Clause |
| ☐ B. Homeowners' Assn. | ☐ N. Coastal Construction Control Line | ☐ Y. Seller's Attorney Approval |
| ☐ C. Seller Financing | ☐ O. Insulation Disclosure | ☐ Z. Buyer's Attorney Approval |
| ☐ D. Mortgage Assumption | ☐ P. Lead Paint Disclosure (Pre-1978) | ☐ AA. Licensee Property Interest |
| ☐ E. FHA/VA Financing | ☐ Q. Housing for Older Persons | ☐ BB. Binding Arbitration |
| ☐ F. Appraisal Contingency | ☐ R. Rezoning | ☐ CC. Miami-Dade County Special Taxing District |
| ☐ G. Short Sale | ☐ S. Lease Purchase/ Lease Option | ☐ DD. Seasonal/Vacation Rentals |
| ☐ H. Homeowners/Flood Ins. | ☐ T. Pre-Closing Occupancy | ☐ EE. PACE Disclosure |
| ☐ I. RESERVED | ☐ U. Post-Closing Occupancy | ☒ Other: GG. & Compensation addendum |
| ☐ J. Interest-Bearing Acct. | ☐ V. Sale of Buyer's Property | |
| ☐ K. RESERVED | ☐ W. Back-up Contract | |
| ☐ L. RESERVED | | |

590 20. ADDITIONAL TERMS:
591 seller agrees to credit buyer 1.5% towards buyers closing costs, credits and or pre-paid items.
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608 COUNTER-OFFER

609 ☐ Seller counters Buyer's offer.

610 [The remainder of this page is intentionally left blank.
611 This Contract continues with line 612 on Page 13 of 13.]

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Buyer's Initials **MUST**
Florida Realtors Form 15-515-6xx

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Seller's Initials

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

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

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

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

ATTENTION: SELLER AND BUYER

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

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

Buyer: By: Mark Michael To Spring R. for MICHAEL MANUEL SANCY Date: 06-DEC-2024
PRIVATE BANK

Buyer: _____ Date: _____

Seller: _____ Date: _____

Seller: _____ Date: _____

Buyer's address for purposes of notice _____ address for purposes of notice

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

Cooperating Sales Associate, if any _____ Listing Sales Associate _____

Redfin Corporation _____ Listing Broker _____
 Cooperating Broker, if any



Redfin will ask the seller to pay us an additional 1.5% of the purchase price of the Property. *Broker commissions are not set by law and are fully negotiable.*

7. **Buyer's Duty to Investigate Property.** In addition to any provisions set forth in the Agreement, Buyer acknowledges they are responsible for investigating and ensuring the property is suitable for their purposes. Evaluation of a property's suitability often requires investigation by service providers. Redfin may recommend service providers, but makes no guarantees regarding their services, and is not responsible for their acts or omissions. Redfin does not hold client funds (such as earnest money deposits or advance fees) or other property on behalf of customers. Neither Redfin nor its agents can give legal advice. Buyer should retain a qualified attorney for legal guidance, including to review any non-standard forms.
8. **Offers, Negotiations, and Purchase Contracts.** Buyer agrees that all presentations of offers and all negotiations, whether in person, by telephone, email and/or any electronic means, will be conveyed through Redfin salespersons. In the event Buyer does engage in the presentation of an offer and/or negotiations directly with a seller and/or a seller's agent, then Buyer waives and releases all claims against Redfin related to or arising out of the subject transaction. Buyer acknowledges that a seller or a seller's representatives may not treat the existence, terms, or conditions of any offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties.
9. **Fixtures.** Buyer is solely responsible for identifying items of personal property that should be specifically addressed in the purchase agreement, which may include, but are not limited to, appliances, hot tubs, solar panels, swing sets or children's play sets, built-in cabinets, flat screen or projection TVs and/or surround sound systems, smart home equipment, window seat cushions, unique light fixtures/chandeliers, built-in audio and visual equipment, or any landscaping.
10. **FIRPTA.** Buyer understands that the Foreign Investment in Real Property Tax Act (FIRPTA), 26 U.S.C. 1445, requires that a buyer of a U.S. real property interest withhold tax if the seller is a foreign person, unless one of the exceptions in the Act applies.
11. **No Legal Advice.** Neither Redfin nor its agents can give legal advice. Real estate transactions often involve important legal documents or agreements that could significantly impact Buyer's rights and obligations. Buyer should retain a qualified real estate attorney for legal guidance, including to review any non-standard contract forms.
12. **Terms of Use and Privacy Policy.** By signing, Buyer acknowledges that they have received, read, understood, and agree to abide by Redfin's terms of use (<https://www.redfin.com/about/terms-of-use>) ("Terms of Use") and privacy policy (<https://www.redfin.com/about/privacy-policy>) ("Privacy Policy"), including without limitation the arbitration clause(s) and class action waiver(s), which are incorporated by reference.
13. **Equal Housing Opportunity.** Redfin is pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the nation. Redfin strictly prohibits discrimination in the provision of any of Redfin's services on the basis of race, color, religion, sex, disability, familial status, national origin, or any characteristic protected by state or local law.
14. **Notice and Acknowledgement of SB 264.** Florida law SB 264 limits and regulates the sale, purchase, acquisition, and ownership of some Florida property by some buyers associated with a "foreign country of concern." The law is complex and contains numerous penalties for violations up to and including home forfeiture and criminal liability. It's important for Buyer to understand how it may impact Buyer's transaction. Buyer should consult their attorney early in their real estate process about how the law may apply. Buyers will be asked to sign an affidavit at the closing table stating that their purchase is in compliance with the law. If a buyer cannot sign the affidavit, the closing may be canceled or delayed. Advice about this new law is outside the scope of services provided by Redfin and its agents. Redfin is committed to providing fair and equitable service, including housing opportunities, in a manner that is free from unlawful discrimination of any kind. Read more about Redfin's fair housing policy at <https://www.redfin.com/about/fair-housing-policy>.
15. **Termination.** Either party may terminate the Agreement and this Addendum at any time by written notice. Upon termination, Buyer shall be under no obligation to Redfin except for those obligations existing at the time of termination.

16. Other Terms: _____

17. Entire Agreement. This is the entire agreement between the parties relating to the subject thereof and supersedes all prior agreements, representations, negotiations and statements pertaining thereto and may not be modified except in writing signed by the parties.

Buyer has read and agrees to the terms of this Agreement and hereby acknowledges receipt of a copy.

Buyer By: Mark-Michael De Spivey, AR, PE Date 06-DEC-2024
MICHAEL MANUEL SPIVEY
Buyer _____ Date _____

Brokerage Firm: Redfin Corporation

By: (Salesperson/Associate Broker) Adam Skott

Phone: 630-962-1318 Email Address: adam.skott@redfin.com



In Process



REDFIN Affiliated Business Arrangement Disclosure

To:

From: Redfin Corporation and its affiliates identified below

Property: 2680 CLAY WHALEY RD SAINT CLOUD FL 3477

This is to give you notice that Redfin Corporation directly or indirectly owns one hundred percent (100%) of (i) Bay Equity LLC which provides residential mortgage services; (ii) Forward Settlement Solutions, Inc. d/b/a In some jurisdictions (not including PA) as Title Forward, Forward Settlement Solutions of Texas, LLC d/b/a Title Forward, Title Forward of California Inc., and Title Forward Agency of Arizona, LLC (collectively referred to by the brand name "Title Forward") each of which provides title insurance, closing, escrow, and related services; (iii) Redfin Home Services, LLC, which provides the services of a general contractor to facilitate the performance of home improvement projects for homeowners; and (iv) Rent Group, Inc., which operates a website that displays rental listings. Because of these relationships, this referral may provide Redfin Corporation and/or its affiliates a financial or other benefit. **YOUR REDFIN AGENT MAY ALSO RECEIVE A FINANCIAL OR OTHER BENEFIT IF YOU CHOOSE TO USE AN AFFILIATED SERVICE.**

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use Redfin Corporation, Bay Equity, or Title Forward as a condition for the purchase or sale of the subject property or the settlement of your loan/refinance. Redfin Corporation, Bay Equity, and/or Title Forward services may not be available in the location of the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Provider and Settlement Service	Charge or Range of Charges
Redfin Corporation: Residential real estate brokerage services	Buyer's agent fees range between 1-3% of the purchase price of the property; listing fees range between 1-4% of purchase price of the property, subject to market based minimums. Buyers may request that a seller pay their agent's fee. Commissions are not set by law and are fully negotiable.
Bay Equity: Mortgage services	
Discount Point	0-3% of loan amount (optional)
Assess	\$425-1,145
Processing, Underwriting and Other Fees	\$620-2,435
Title Forward: Title insurance for owner's and/or lender's coverage, settlement and closing services	For a detailed quote for your home, please visit titleforward.com/get-a-quote
Title Insurance	Title insurance premiums for an owner's policy typically range between \$1.20 to \$8.15 for each \$1,000 of the purchase price of the property (\$150 minimum fee), depending upon the total price of the property. Extended coverage, lender's and endorsements are available at additional premiums. Title insurance premiums for a lender's policy typically range between \$0.25 to \$8.15 for each \$1,000 of the amount of the loan (\$100 minimum fee), depending on the amount of the loan, and depending on whether the policy is issued at the same time as an owner's policy. Endorsements that may be required by the lender are available at additional premiums. The borrower typically pays for all of the policies, this insurance.
Settlement and Closing Services	Although the fee charged to an individual buyer or seller is less, depending on the market an additional fee of up to \$2,000 for the whole transaction is charged for escrow, settlement, and closing services related to title search and examination, document preparation, escrow, closing, signing, wire transfers, courier, and other miscellaneous services. Contact Title Forward for a price quote in your market for requested services.

This is an affiliated business arrangement disclosure statement. Actual services and charges may vary according to the particular circumstances underlying the transaction, including the state, value, coverage and limits chosen, whether you are the purchaser or seller, as well as other requested terms, unusual market conditions, governmental regulations, product location, and similar factors. This disclosure statement does not account for fees paid or payable to third party service providers.

I/we agree to list Title Forward as the preferred title company for the sale/purchase of the property. ☐ I agree ☐ I do not agree (N/A)

I/we agree to list Bay Equity, LLC as the preferred lender for the sale/purchase of the property. ☐ I agree ☐ I do not agree (N/A)

In addition to the affiliated relationships disclosed on the first page of this Affiliated Business Arrangement Disclosure, notice is also provided that, pursuant to one or more subleases that comply with all applicable laws and regulations, office sharing arrangements exist between Redfin Corporation and its affiliates, including without limitation Title Forward and Bay Equity, LLC.

ACKNOWLEDGMENT

I/we have read this additional disclosure form, and understand the services being provided, and am/are voluntarily agreeing to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this transaction.

By: Mark Michael B. Spang
for MICHAEL MANUEL SPANG
PRIVATE BANK

Agent signature



Signature

Other parties' signature





AVOIDING WIRE FRAUD AND PROTECTING YOUR MONEY

1. Criminals/hackers are trying to trick consumers into wiring money to them. These criminals hack into email accounts of real estate service providers (for example, title agents, mortgage brokers, real estate agents, and lawyers) and send emails that look like legitimate emails from the proper party, but instruct the recipient to wire money to the accounts of the criminals. These criminals have also been known to hack recipients' social media accounts to learn personal information (for example, if you post your future address or expected closing date) to make their fraudulent emails seem more authentic.
2. Carefully review emails. Hover over email addresses to ensure the sender name and email address matches the hyperlinked address, and that all email addresses (including the @[ABC].com domain name) are exact. Check for poor grammar and punctuation in the body of the email. These are all signs of a potentially fraudulent email.
3. Do not rely on emailed wiring instructions. Be suspicious of any sudden changes in financing instructions.
4. We strongly recommend only relying on wiring instructions that come from a more secure source such as in-person meetings or a phone call that you initiated to a trusted phone number with the lender or closing agent.
5. Before you wire funds to any party, personally call the intended recipient to confirm the accuracy of the ABA routing number, SWIFT code, or credit account number.
6. Confirm that the name on the bank account where you are wiring funds is correct. Be extra cautious if the bank is located outside the state where your transaction is occurring.
7. When you call the source of the wiring instructions in steps 4-6, you should call a phone number that you know is correct. You should not get that phone number from a source that can be easily forged (such as phone numbers put in an email signature block or posted to a website address you didn't manually enter yourself). Best practice is to get the phone numbers for your lender or closing agent directly when first meeting with them.
8. REDFIN WILL NEVER EMAIL YOU WIRE INSTRUCTIONS, ASK YOU TO CHANGE WIRE INSTRUCTIONS, OR ASK FOR YOUR BANK ACCOUNT INFORMATION VIA EMAIL. If you receive an email or call allegedly from Redfin which provides wiring instructions, it is a fraud. Do not respond to it and please call your Redfin agent immediately.
9. Never put sensitive personal information (for example, bank account information, credit card number, PIN, or social security number) in an email.
10. Report any fraudulent activity to the FBI via its Internet Crime Complaint Center (www.ic3.gov), to the regional FBI office (<https://www.fbi.gov/contact-us/field-offices>), and to any bank that sent or received the funds. IF YOU ALREADY WIRED FUNDS TO A FRAUDULENT ACCOUNT, TIME IS OF THE ESSENCE. GET THE FBI AND BANKS INVOLVED IMMEDIATELY.

I HAVE READ THIS DISCLOSURE AND UNDERSTAND THE RISKS OF WIRE FRAUD IN MY REAL ESTATE TRANSACTION. I UNDERSTAND REDFIN WILL NEVER REQUEST THAT I WIRE MONEY OR DIRECT ME ON HOW TO WIRE MONEY.

Client

By: Mark Michael Jr - Spring Hill MICHAEL MANUEL SORREY also 06-DEC-2024
PRIVATE BANK

Client

Date

Redfin Wire Fraud Disclosure Form
Rev. 08/21 v.2

Serial: 00300-000179-0300420

Prepared by: Peter Phinney | Redfin Corporation | peter.phinney@redfin.com



Comprehensive Rider to the Residential Contract For Sale And Purchase



If initiated by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar
Residential Contract For Sale And Purchase between TWO BROKE GRLS LLC (SELLER)
and Michael Manuel Spivey Private Bank (BUYER)
concerning the Property described as 2680 CLAY WHALEY RD SAINT CLOUD FL 3477

Without Prejudice, L/C 25 1 100, L/200 & 40 Rights Reserved

Buyer's Initials MUST Seller's Initials _____

GG- SELLER'S AGREEMENT WITH RESPECT TO BUYER'S BROKER COMPENSATION

This Contract is contingent upon (check one) ☐ Seller's Broker and Buyer's Broker or ☒ Seller and Buyer's Broker
executing a compensation agreement with terms acceptable to Buyer ("Compensation Agreement") within 2 days (if left
blank, then three (3) days) after the Effective Date ("Time Period"). If the Compensation Agreement described herein is not
executed and delivered within the Time Period, then Buyer may, within three (3) days thereafter deliver written notice to
Seller, terminating this Contract in which event the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller
from all further obligations under this Contract. If Buyer fails to timely deliver said written notice to Seller, this contingency
shall have no further force or effect.

Broker commissions are not set by law and are fully negotiable.

IN PROCESS

In Process

Compensation Agreement - Seller to Buyer's Broker



1. PARTIES

This Seller to Buyer's Broker Compensation Agreement is between:

Buyer's Broker: Redfin Corporation ("Buyer's Broker")
and

Seller: TWO BROKE GIRLS LLC ("Seller")

2. PROPERTY

Property Address: 2680 CLAY WHALEY RD SAINT CLOUD FL 3477

(insert address)

_____ ("Property") listed by

TIE TEAM REALTY LLC ("Seller's Broker").

3. TERM

This Compensation Agreement takes effect when a fully executed copy has been delivered to all parties to this Agreement and will remain in effect for 30 (if left blank, then 30) days ("Term"). In no event shall the Term extend past the termination date of Seller's Broker's current listing of the Property, including any extensions or effective protection periods; except that, upon full execution of a contract for sale and purchase by a buyer of the Property procured by the Buyer's Broker ("Purchase Agreement"), the Term will automatically extend through the date of the actual closing of the Purchase Agreement.

4. BUYER'S BROKER COMPENSATION

If Buyer's Broker is the procuring cause of the sale of Property during the Term, Seller will compensate Buyer's Broker as stated below at closing of Property.

Seller agrees to compensate Buyer's Broker (CHECK ONE):

- ☐ \$ _____ (flat fee)
☒ 3 % of the gross purchase price of the Property plus \$ _____
☐ other (specify): _____

Other terms: _____

Version 1.000, 1/1/2018, All Rights Reserved.

Seller NAME and Buyer's Broker AS acknowledge receipt of a copy of this page, which is Page 1 of 2. The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.

Seller acknowledges that compensation paid to Buyer's Broker is for services Buyer's Broker provided to buyer.

5. DISPUTE RESOLUTION

All controversies, claims, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first attempting mediation with a mediator agreed upon by the parties.

If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:

Arbitration: By initialing in the space provided, Seller () () and Buyer's Broker or Authorized Associate (AS) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration.

6. MISC. CLAUSES

This Agreement will be construed under Florida law. Electronic signatures will be acceptable and binding.

Broker's commissions are not set by law and are fully negotiable. In no event will Buyer's Broker's compensation exceed the amount of compensation in the written agreement with buyer.

Seller

Seller

Seller's Signature

Seller's Signature

Date:

Date:

Buyer's Broker
Designated by:

Adam Shott

Broker or Authorized Associate

Date: 12/6/2024

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including electronic or computerized forms.

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Seller (MM) and Buyer's Broker (AS) acknowledge receipt of a copy of this page, which is Page 2 of 2. The parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.

REDFIN

Sign & Save Agreement

When you hire Redfin to help you buy your next home, we want to be sure you understand what we charge, and what you will get in return.

We're committed to transparency in fees:

- You'll tour with a Redfin agent for free. When you close on your new home, our buyer's agent fee will be 3.00% of the sale price.
- Many sellers will cover this fee for you at closing. We can negotiate on your behalf to have the seller pay part or all of this fee as part of your offer.
- Redfin will not collect more than what is outlined in this Agreement, and you will be responsible for paying Redfin's fee if the seller is unwilling to cover it.
- Brokerage commissions are not set by law and are negotiable.

When you hire Redfin, we promise to:

- Put you first. We'll be your advocate, protect your interests, and guide you throughout your home buying process.
- Find your dream home. Our expert agents and powerful technology will give you an edge over other buyers, notifying you about the freshest inventory hitting the market, and making it easy to book home tours from your phone.
- Craft a winning offer. Your Redfin agent has extensive experience in your local market and will know how to help you win the right home at the right price.

Plus, if you sign this Agreement before your second home tour, you'll qualify for a 0.25% reduction in your buyer's agent fee with our Sign & Save program. This will lower your buyer's agent fee to 2.75%. To qualify, you must purchase a home with Redfin within 180 days and not be working with another agent.

I have reviewed Redfin's services and fees and agree to work with Redfin to buy my next home. I understand that if I'm not completely satisfied with Redfin's services, I can cancel this Agreement at any time.

Mark-Michael Jr. Spang, AR for
Name *Michael M. Spang* Date *11/11/2014*

Name

Date



Addendum to Contract for Residential Sale and Purchase



- 1 If initiated by all parties, the terms below will be incorporated into the Contract for Residential Sale and Purchase
2 between Broke Girls Two Casey J Lado ("Seller")
3 and : Mark-Michael Jr: Spump, AR for MICHAEL MANUZZI TRVEY PRIVATE BANK ("Buyer")
4 concerning the Property described as 2680 W. Whaley Rd SAINT CLOUD FL 34709
5 S L & I C P B B PG 7 E 1/2 LOT 5
6 () () - (CL) (SP) Q. Licensee - Personal Interest in Property: Stephanie Peterson
7 has an active or inactive real estate license and has a personal interest in the Property: (specify if licensee is related
8 to a party, is acting as Seller or Buyer, etc.) SELLER



In Process

Seller's Property Disclosure – Residential

Notice to Licensee and Seller: Only the Seller should fill out this form.

Notice to Seller: Florida law¹ requires a Seller of a home to disclose to the Buyer all known facts that materially affect the value of the property being sold and that are not readily observable or known by the Buyer. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today, and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by Seller and not by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon Seller's actual knowledge of the Property's condition. Sellers can disclose only what they actually know. Seller may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Seller makes the following disclosure regarding the property described as: 2580 Clay Whaley Rd Saint Cloud FL 34772-7401 (the "Property")

The Property is ☐ Owner occupied ☐ Tenant occupied ☒ Unoccupied (If unoccupied, how long has it been since Seller occupied the Property? _____)

	Yes	No	Don't Know
1. Structures; Systems; Appliances			
(a) Are the structures including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	☐	☐	☐
(b) Is seawall, if any, and dockage, if any, structurally sound?	☐	☐	☐
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	☐	☐	☐
(d) Does the Property have aluminum wiring other than the primary service line?	☐	☐	☐
(e) Are any of the appliances leased? If yes, which ones: _____	☐	☐	☐
(f) If any answer to questions 1(a) – 1(c) is no, please explain: _____			
2. Termites; Other Wood-Destroying Organisms; Pests			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	☐	☐	☐
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	☐	☐	☐
(c) If any answer to questions 2(a) – 2(b) is yes, please explain: _____			
3. Water Intrusion; Drainage; Flooding			
(a) Has past or present water intrusion affected the Property?	☐	☐	☐
(b) Have past or present drainage or flooding problems affected the Property?	☐	☐	☐
(c) Is any of the Property located in a special flood hazard area?	☐	☐	☐
(d) Is any of the Property located seaward of the coastal construction control line?	☐	☐	☐
(e) Does your lender require flood insurance?	☐	☐	☐
(f) Do you have an elevation certificate? If yes, please attach a copy: _____	☐	☐	☐
(g) If any answer to questions 3(a) – 3(d) is yes, please explain: _____			

¹ Johnson v. Davis, 480 So.2d 626 (Fla. 1985).

	Yes	No	Don't Know
4. Plumbing			
(a) What is your drinking water source? ☐ public ☐ private ☐ well ☐ other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	☐	☐	☐
(c) Do you have a water treatment system? If yes, is it ☐ owned ☐ leased?	☐	☐	☐
(d) Do you have a ☐ sewer or ☐ septic system? If septic system, describe the location of each system: _____			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	☐	☐	☐
(f) Are there or have there been any defects to the water system, septic system, drain fields or wells?	☐	☐	☐
(g) Have there been any plumbing leaks since you have owned the Property?	☐	☐	☐
(h) Are any polybutylene pipes on the Property?	☐	☐	☐
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: _____			
5. Roof and Roof-Related Items			
(a) To your knowledge, is the roof structurally sound and free of leaks?	☐	☐	☐
(b) The age of the roof is _____ years OR date installed _____	☐	☐	☐
(c) Has the roof ever leaked during your ownership?	☐	☐	☐
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: _____	☐	☐	☐
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain: _____	☐	☐	☐
6. Pools; Hot Tubs; Spas			
Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): ☐ enclosure that meets the pool barrier requirements ☐ approved safety pool cover ☐ required door and window exit alarms ☐ required door locks ☐ none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	☐	☐	☐
7. Sinkholes			
Note: When an insurance claim for sinkhole damage has been made by the seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the seller to disclose to the buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	☐	☐	☐
(b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? ☐ yes ☐ no If the claim was paid, were all the proceeds used to repair the damage? ☐ yes ☐ no	☐	☐	☐
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

	Yes	No	Don't Know
8. Homeowners' Association Restrictions; Boundaries; Access Roads			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.) Notice to Buyer: If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.	☐	☐	☐
(b) Are there any proposed changes to any of the restrictions?	☐	☐	☐
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	☐	☐	☐
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	☐	☐	☐
(e) Are there boundary line disputes or easements affecting the Property?	☐	☐	☐
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	☐	☐	☐
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property? If yes, is there a right of entry? ☐ yes ☐ no	☐	☐	☐
(h) Are access roads ☐ private ☐ public? If private, describe the terms and conditions of the maintenance agreement: _____			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____			
9. Environmental			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	☐	☐	☐
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	☐	☐	☐
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	☐	☐	☐
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	☐	☐	☐
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____			
10. Governmental, Claims and Litigation			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	☐	☐	☐
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	☐	☐	☐
(c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes?	☐	☐	☐
(d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	☐	☐	☐
(e) Have you ever had any claims filed against your homeowner's insurance policy?	☐	☐	☐

Without Prejudice, CCR 11-140, 1700 & All Rights Reserved

Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 3 of 4

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Instructions 2-20

- (f) Are there any zoning violations or nonconforming uses? ☐
- (g) Are there any zoning restrictions affecting improvements or replacement of the Property? ☐
- (h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property? ☐
- (i) Do any restrictions, other than association or flood area requirements, affect improvements or replacement of the Property? ☐
- (j) Are any improvements located below the base flood elevation? ☐
- (k) Have any improvements been constructed in violation of applicable local flood guidelines? ☐
- (l) Have any improvements to the Property, whether by your or by others, been constructed in violation of building codes or without necessary permits? ☐
- (m) Are there any active permits on the Property that have not been closed by a final inspection? ☐
- (n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements? ☐
- (o) If any answer to questions 10(a) - 10(n) is yes, please explain: _____

☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐

11. Foreign Investment in Real Property Tax Act ("FIRPTA")

- (a) Is the Seller subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code? ☐

If yes, Buyer and Seller should seek legal and tax advice regarding compliance.

12. ☐ (If checked) Other Matters; Additional Comments: The attached addendum contains additional information, explanation, or comments.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of Seller's knowledge on the date signed by Seller. Seller authorizes listing broker to provide this disclosure statement to real estate licensees and prospective buyers of the Property. Seller understands and agrees that Seller will promptly notify Buyer in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller: Stephanie Peterson / Brooke Gels-Too Stephanie Peterson Date: 11/15/24
(signature) (print)
Seller: Casey J Lado / Casey J Lado Date: 11/15/24
(signature) (print)

Buyer acknowledges that Buyer has read, understands, and has received a copy of this disclosure statement.

Buyer: By: Mark-Michael Jr. Spivey / Mark-Michael Jr. Spivey Date: 06-Dec-2024
(signature) (print)
Buyer: _____ / _____ Date: _____
(signature) (print)



- Sellers did not live at property

Buyer: Mark-Michael Jr. Spivey and Seller: Stephanie Peterson acknowledge receipt of a copy of this page, which is Page 4 of 4

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