



Commercial Contract

1 1. PARTIES AND PROPERTY: _____ Indian River County ("Buyer")

2 agrees to buy and _____ John M Luther Trustee under William M Luther Irrevocable Trust ("Seller")

3 agrees to sell the property at:

4 Street Address: 2705-3005 73 St, Vero Beach FL 32967

5 _____

6 Legal Description: FOLIO NUMBER: 32390300000003000001.0 - 24.99 acres & 32390200000500000001.0 - 12 acres
 7 36.99 acres total

8 and the following Personal Property: _____

9 _____

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

11 2. PURCHASE PRICE: \$ 1,590,000.00

12 (a) Deposit held in escrow by: N/A \$ _____
 13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: _____ Phone: _____

15 (b) Additional deposit to be made to Escrow Agent
 16 within _____ days (3 days, if left blank) after completion of Due Diligence Period or
 17 within _____ days after Effective Date \$ _____

18 (c) Additional deposit to be made to Escrow Agent
 19 within _____ days (3 days, if left blank) after completion of Due Diligence Period or
 20 within _____ days after Effective Date \$ _____

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

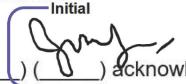
22 (e) Other \$ _____

23 (f) All deposits will be credited to the purchase price at closing.
 24 Balance to close, subject to adjustments and prorations, to be paid
 25 via wire transfer. \$ 1,590,000.00

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

28 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller**
 29 and **Buyer** and an executed copy delivered to all parties on or before _____, this offer
 30 will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be
 31 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the**
 32 **last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or**
 33 **_____.** Calendar days, based on where the Property is located, will be used when
 34 computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods
 35 provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending
 36 or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will
 37 extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national
 38 legal holiday is observed. **Time is of the essence in this Contract.**

39 4. CLOSING DATE AND LOCATION:

 Initial

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

(a) Closing Date: This transaction will be closed on 60 Days after Due Diligence ends (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

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

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before N/A days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed N/A% of the purchase price or \$0.00, with a fixed interest rate not to exceed N/A% per year with an initial variable interest rate not to exceed N/A%, with points or commitment or loan fees not to exceed N/A% of the principal amount, for a term of N/A years, and amortized over N/A years, with additional terms as follows:

CASH, NO FINANCING REQUIRED

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within ____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within ____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract.

If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

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

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) **Seller's** **Buyer's** expense and within 5 days after Effective Date or at least days before Closing Date deliver to **Buyer** (check one) (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed

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

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

95 **(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**
 96 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2)
 97 **Buyer** delivers proper written notice and **Seller** cures the defects within 5 days from receipt of the notice
 98 ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the
 99 Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the
 100 scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be
 101 cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days
 102 from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept
 103 title subject to existing defects and close the transaction without reduction in purchase price.

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

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

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

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

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

118 **7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition,
 119 ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller**
 120 makes no warranties other than marketability of title. In the event that the condition of the Property has materially
 121 changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a
 122 refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required
 123 condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$0.00 (1.5% of
 124 the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any
 125 defects in the Property. (Check (a) or (b))

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

128 **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 60 days from Effective Date ("Due
 129 Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the
 130 term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which
 131 **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural,
 132 environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision
 133 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local,
 134 state and regional growth management and comprehensive land use plans; availability of permits, government
 135 approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground
 136 water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to
 137 **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property
 138 is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in
 139 its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the
 140 Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable
 141 notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter
 142 the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from
 143 losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from
 144 liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**

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



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

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

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

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

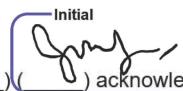
161 **(a) Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at
 162 closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks,
 163 mailboxes, and security systems.

164 **(b) Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing
 165 statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and
 166 recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or
 167 prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

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

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

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

Initial


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

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

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

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

221 **12. FORCE MAJEURE:** **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable
 222 to each other for damages so long as performance or non-performance of the obligation, or the availability of services,
 223 insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure.
 224 "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual
 225 transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the
 226 non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will
 227 be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this
 228 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than
 229 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other
 230 and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

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

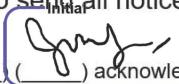
234 **14. DEFAULT:**

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

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

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

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

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

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

253 **17. DISCLOSURES:**

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

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

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

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

268 **18. RISK OF LOSS:**

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

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

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

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

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

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

(Address, Telephone, Fax, E-mail)

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

301 **(b) Buyer's Broker:** _____, **COLLIERS INTERNATIONAL**, **GERARD YETMING**,
 302 _____,

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

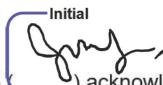
303 (Company Name) 801 Brickell Ave Ste900 Miami, FL 33131 305-342-5059 (Licensee) Gerard.Yetming@colliers.com ,
 304 (Address, Telephone, Fax, E-mail)
 305 who is a single agent is a transaction broker has no brokerage relationship and who will be compensated by
 306 **Seller's Broker** **Seller** **Buyer** both parties pursuant to other (specify)
 307 This contract 4% of purchasing price payable at closing
 308 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
 309 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to
 310 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
 311 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
 312 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
 313 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
 314 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

315 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
 316 this Contract):
 317 (A) Arbitration (E) Seller Warranty (I) Existing Mortgage
 318 (B) Section 1031 Exchange (F) Coastal Construction Control Line (J) Buyer's Attorney Approval
 319 (C) Property Inspection and Repair (G) Flood Area Hazard Zone (K) Seller's Attorney Approval
 320 (D) Seller Representations (H) Seller Financing Other _____

321 **23. ADDITIONAL TERMS:**

322 _____
 323 _____
 324 _____
 325 _____
 326 _____
 327 _____
 328 _____
 329 _____
 330 _____
 331 _____

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

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

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

348 **ATTENTION: SELLER AND BUYER**

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

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

357 _____ Date: _____
 (Signature of Buyer)

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

359 Title: _____ Telephone: _____

360 _____ Date: _____
 (Signature of Buyer)

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

362 Title: _____ Telephone: _____

363 Buyer's Address for purpose of notice _____

364 Facsimile: _____ DocuSigned by: _____ Email: _____
 365 _____ Date: 10/8/2025
 (Signature of Seller)

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

367 Title: Owner _____ Telephone: 772-563-7478
 (Signature of Seller)

368 _____ Date: _____
 (Signature of Seller)

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

370 Title: _____ Telephone: _____

371 Seller's Address for purpose of notice: _____

372 Facsimile: _____ Email: _____

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