



SALES CONTRACT (RESIDENTIAL IMPROVED PROPERTY)



SELLER: _____

BUYER: _____

SELLER: _____

BUYER: _____

ADDRESS: _____

ADDRESS: _____

1 UPON ACCEPTANCE OF THE OFFER OR COUNTEROFFER, SELLER has agreed to sell and BUYER has agreed to buy, UPON THE
2 FOLLOWING TERMS AND CONDITIONS, the real property hereafter legally described ("Property"), together with existing fixtures, built-in
3 appliances, refrigerator(s), stove(s), dishwasher(s), washer(s), dryer(s), ceiling fan(s), wall-to-wall carpeting, rods, draperies, curtains, blinds,
4 shades, decorative shutters, and other window treatments, storm shutters and panels, garage door opener(s) and remote(s), security and other
5 access devices (including to community property), and _____

6 _____

7 and the personal property, if any, as listed on the attached inventory, free from liens. The following items are specifically excluded from this
8 Contract:

9 _____

10 Personal property items transferred with the Property are deemed without value, left for the convenience of the parties, and transferred without
11 consideration, unless otherwise agreed to by the parties.

12 The address of the Property is: _____

13 LEGAL DESCRIPTION OF THE PROPERTY:

14 _____, _____ County, Florida.

15 IF THE PROPERTY IS A COOPERATIVE PARCEL, THE COOPERATIVE ADDENDUM TO SALES CONTRACT (RESIDENTIAL IMPROVED
16 PROPERTY) IS INCORPORATED HEREIN AND MADE AN INTEGRAL PART OF THIS CONTRACT.

17 If applicable, SELLER shall convey SELLER's exclusive right to use Parking Space(s) _____, Garage(s) _____, Cabana(s)
18 _____, Storage Locker(s) _____, Boat Dock(s) or Slip(s) _____, or other common elements and common areas to which
19 SELLER has an exclusive right of use and the right to convey.

20 1. PURCHASE PRICE: The purchase price (U.S. currency), which is allocated to real property
21 only unless otherwise stated, shall be payable as follows:.....\$ _____

22 A. Initial Deposit to be held in escrow.....\$ _____

23 [SELECT ONE. IF NO SELECTION IS MADE, ACCOMPANIES OFFER SHALL APPLY.]

24 accompanies offer is due on the Effective Date

25 is due not later than _____ days after the Effective Date.

26 B. Additional Deposit to be received in escrow not later than _____ days after the
27 Effective Date, in the amount of\$ _____

28 C. Proceeds of mortgage, if any [See Paragraph 4.B.].....\$ _____

29 D. Proceeds of SELLER mortgage, if any [see Paragraph 4.C.].....\$ _____

30 E. Other:.....\$ _____

31 F. Balance of the purchase price, payable from BUYER to closing agent by wire transfer
32 funds at closing, subject to adjustments and prorations, of approximately\$ _____

33 All deposits are subject to collection.

34 2. PERIOD OF OFFER AND EFFECTIVE DATE: This offer is revoked if not accepted, and notice of acceptance delivered to offeror, by
35 _____ AM PM on _____ {Insert Date}. This time limit shall apply to all offers and counteroffers
36 unless otherwise stated. The Effective Date of this Contract shall be the last date either SELLER or BUYER signs or initials this Contract.
37 INITIALED CHANGES MUST BE DATED, OR THE LATEST DATE SET FORTH ON THIS CONTRACT SHALL BE THE EFFECTIVE DATE.

38 3. CLOSING DATE; CLOSING LOCATION; CLOSING AGENT; POSSESSION: Closing shall occur on
39 _____ {Insert Date}, or prior to that date by written consent of both parties (the "Closing Date") in the county
40 where the Property is located, at an office designated by the closing agent, who shall be selected by BUYER. BUYER shall be the legal owner
41 of the Property as of the closing, and SELLER shall vacate and give possession of the Property at the closing. SELLER shall leave the
42 dwelling(s) on the Property in broom-clean condition and the entire Property free of debris.

43 4. METHOD OF PAYMENT [SELECT ONE. IF NO SELECTION IS MADE, A. SHALL APPLY]: A. CASH: BUYER will pay cash, or may
44 obtain a loan, for the purchase of the Property; however, there is no financing contingency; B. FINANCING CONTINGENCY: Subject to the
45 provisions of this paragraph, BUYER's obligation to purchase the Property is contingent upon BUYER obtaining a loan, unless waived by BUYER
46 as set forth below, in at least the amount shown in 1.C. above, to be secured by a mortgage on the Property at [SELECT ONE. IF NO
47 SELECTION IS MADE, (1) SHALL APPLY]: (1) an initial or (2) fixed rate of interest not exceeding _____ % per year, for an
48 amortized term of not less than _____ years [30 years if left blank] with a balloon not sooner than _____ years. BUYER shall apply for the loan
49 not later than _____ days after the Effective Date [10 days if left blank], and shall make a continuing good faith and diligent effort to obtain said
50 loan. If BUYER fails to give notice to SELLER of waiver of this financing contingency on or before _____
51 {Insert Date} [45 days after the Effective Date if left blank], either SELLER or BUYER may terminate this Contract at any time. BUYER's
52 termination under this contingency must be accompanied by an Equal Credit Opportunity Act statement of adverse credit action issued by an
53 institutional lender confirming that mortgage financing on the terms set forth in this Contract was denied on grounds that either the Property was
54 unacceptable to the lender or the BUYER financially failed to qualify for said financing terms, or other evidence that BUYER has complied with
55 and completed the application process but has received neither loan approval nor loan denial from the lender. SELLER's right to terminate shall
56 cease to exist if BUYER gives notice to SELLER that BUYER has waived this financing contingency prior to SELLER giving BUYER notice of
57 termination. Delivery of documentation evidencing loan commitment or loan approval shall not constitute a waiver of the financing
58 contingency. BUYER acknowledges that once BUYER waives this financing contingency, BUYER's deposit monies are no longer
59 refundable under this Paragraph 4. C. SELLER FINANCING. The Addendum to Sales Contract SELLER Financing is attached hereto
60 and made a part hereof.

61 5. CDD/MSTU SPECIAL TAX DISTRICTS: The Property is is not located within a Community Development District (CDD) or
62 Municipal Service or Benefit Taxing Unit (MSTU). If the Property is located within a CDD or MSTU, and if there is any outstanding capital
63 balance, BUYER should not execute this Contract until BUYER has received and signed the "Addendum to Sales Contract CDD/MSTU
64 Assessments Disclosure" or similar written disclosure from SELLER setting forth the approximate amount of the capital assessment
65 balance, which BUYER will assume at closing.

66 6. INSPECTIONS; WAIVER [SELECT ONE. IF NO SELECTION IS MADE, A. SHALL APPLY]: A. INSPECTIONS: BUYER reserves the
67 right to conduct the inspections provided for in Standard D.2.a., OR B. DUE DILIGENCE INSPECTIONS: BUYER reserves the right to
68 conduct the inspections provided for in the attached "Addendum to Sales Contract "As Is" Sale of Property/Due Diligence," OR C. WAIVER:
69 BUYER accepts the Property in its "as is" condition as of the Effective Date, including the conditions disclosed in Standard D.1. or in Paragraph
70 7. BUYER may conduct inspections of the Property; however, BUYER's obligation to purchase the Property is not contingent upon the results of
71 any inspections. Under any of the above options, BUYER retains the walk-through inspection rights set forth in Standard D.2.c.(2), (3), and (4).

72 7. A. OTHER TERMS AND CONDITIONS: _____
73 _____
74 _____
75 _____
76 _____

77 B. ADDENDUM: If additional terms are incorporated into this Contract by separate Addendum, attach same and indicate here . To the
78 extent such Addendum terms conflict with the terms of this Contract, the Addendum terms shall control.

79 REAL ESTATE TRANSACTION STANDARDS. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE EACH RECEIVED AND
80 REVIEWED PAGES 1, 2, AND 3 AND REAL ESTATE TRANSACTION STANDARDS A THROUGH T ON PAGES 4 THROUGH 10 OF THIS
81 CONTRACT, WHICH ARE INCORPORATED IN AND MADE AN INTEGRAL PART OF THIS CONTRACT AND SHALL NOT BE REVISED
82 OR MODIFIED EXCEPT IN PARAGRAPH 7 OF THIS CONTRACT.

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Printed Name) (Buyer's Printed Name)

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Printed Name) (Buyer's Printed Name)

83 COUNTER-OFFER
84 SELLER counters BUYER'S offer as noted herein. To accept the counter-offer, BUYER must sign or initial the counter-offer terms
85 and deliver a copy of the acceptance to SELLER by _____ AM PM on _____ {Insert Date}.
86 SELLER rejects BUYER'S offer on _____ {Insert Date}.

(Seller's Signature) (Seller's Signature)

87 IDENTIFICATION OF BROKERS AND SELLING LICENSEES
88 Listing Broker: _____ Selling Broker: _____
89 Listing Licensee: _____ Selling Licensee: _____

90 DEPOSIT RECEIPT
91 Initial Deposit by cash wire or check received on _____ {Insert Date},
92 will be held in escrow in accordance with the terms and conditions of this Contract.

93 Escrow Agent's Name: _____

94 Escrow Agent Address: _____

95 Escrow Agent Telephone: _____ Fax: _____ Email: _____

REAL ESTATE TRANSACTION STANDARDS**97 STANDARD A - TITLE; TITLING INSTRUCTIONS; ASSIGNMENT; TAX DEFERRED EXCHANGE.**

98 1. **MARKETABLE TITLE:** Title to the Property shall be good and marketable with legal access, subject only to the following
99 exceptions: (a) ad valorem and non ad valorem real property taxes for the year of closing and subsequent years; (b) zoning, building
100 code and other use restrictions imposed by governmental authority; (c) outstanding oil, gas and mineral interests of record, if any; and
101 (d) restrictions, reservations and easements common to the subdivision, provided that none of the foregoing shall prevent use of the
102 Property for residential purposes.

103 2. **TITLING INSTRUCTIONS FROM BUYER; ASSIGNMENT:** Not later than 15 days prior to the Closing Date, BUYER shall deliver to
104 SELLER the name(s), address, manner in which title will be taken, and a copy of any assignment executed by BUYER. No assignment
105 shall release BUYER from the obligations of this Contract unless SELLER consents in writing to such release.

106 3. **TAX DEFERRED EXCHANGE:** If either party intends to treat this transaction as a tax-deferred exchange under I.R.C. Section
107 1031, the other party shall cooperate in accomplishing the exchange, and consents to the assignment of this Contract to a qualified
108 exchange intermediary for that purpose, provided there is no additional cost or delay in closing and the exchanger is not released from
109 liability under this Contract.

110 **STANDARD B - TITLE EVIDENCE; EXAMINATION; DEFECTS; LEGAL ACCESS; CLEARANCE.** Not later than 10 days after the
111 Effective Date, SELLER shall furnish to BUYER a complete copy of SELLER's owners title insurance policy. If the Property is located in Collier
112 County and SELLER fails to furnish a copy of the policy within the above time period, SELLER shall give BUYER a \$150.00 credit at closing in
113 lieu thereof. BUYER shall have 30 days after the Effective Date ("Examination Period") for examination of title and determination of legal
114 access. BUYER's obligation to purchase is conditioned on the Property having legal access to and from a public right of way sufficient
115 for residential use. If title is found defective or legal access is found to be lacking, BUYER shall, within the Examination Period, notify
116 SELLER specifying the title defect(s) or lack of legal access, and furnish copies of the title evidence and instruments evidencing such
117 title defect(s) or lack of legal access. If the title defect(s) render(s) title unmarketable, or if SELLER cannot deliver possession, or if there
118 is no legal access, SELLER shall have 30 days after receipt of notice from BUYER (the "Clearance Period") to clear or remove such title
119 defect(s), deliver possession, or provide legal access, at SELLER's expense. SELLER will use diligent effort to correct the title defect(s),
120 deliver possession or provide legal access within the Clearance Period, including the bringing of necessary suits. SELLER shall not be
121 liable to BUYER for damages if SELLER cannot render title marketable, deliver possession or provide legal access. If SELLER does not
122 clear or remove the title defect(s), deliver possession or provide legal access within the Clearance Period, BUYER may elect to accept
123 such title, possession, or access as SELLER can provide, without reduction of the purchase price, or to terminate this Contract. A
124 monetary lien upon the Property shall not be a title defect if said lien can be paid and satisfied from SELLER's proceeds at closing.

125 STANDARD C - SURVEY; COASTAL CONSTRUCTION CONTROL LINE.

126 1. **SURVEY AND SURVEY OBJECTIONS:** Unless the Property is a condominium or cooperative unit, SELLER shall furnish to
127 BUYER, not later than 10 days after the Effective Date, a complete copy of any survey of the Property which has been certified to
128 SELLER, if available (together with flood elevation certificate, if applicable). If to SELLER's knowledge there are no improvements or
129 encroachments currently located upon the Property other than as shown on the SELLER's survey, SELLER shall execute an affidavit of
130 "no change" affirming same to BUYER. BUYER may, at BUYER's expense, have the Property surveyed not later than 15 days prior to
131 the Closing Date ("Survey Period"). If the survey, as certified by a registered Florida surveyor, correctly shows: (a) an encroachment
132 onto the Property; (b) that an improvement located on the Property projects onto lands of others; (c) an improvement on the Property
133 violates a zoning, building or other governmental use restriction; (d) an improvement on the Property violates any recorded covenant or
134 restriction, or any covenant of this Contract; or (e) lack of legal access (collectively "Objections"), BUYER may, within the Survey Period,
135 notify SELLER of the Objections and shall furnish a copy of the survey. The Objections shall be treated as a title defect(s). If BUYER
136 fails to obtain a survey within the Survey Period, BUYER waives any right to object to matters which might have been shown on a
137 survey. If BUYER fails to make any Objections within the Survey Period, BUYER waives any Objections.

138 2. **COASTAL CONSTRUCTION CONTROL LINE:** (a) If any portion of the Property lies seaward of the Coastal Construction Control
139 Line, Florida law requires the following disclosure: The property being purchased may be subject to coastal erosion and to federal, state
140 or local regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection
141 structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department
142 of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the property
143 being purchased. (b) If any portion of the Property lies seaward of the Coastal Construction Control Line, BUYER waives the right to
144 receive a survey or affidavit from SELLER delineating said line upon the Property.

145 STANDARD D - DISCLOSURES; INSPECTIONS AND REMEDIES; ELECTION AND RESPONSE; WALK-THROUGH INSPECTION;
146 RISK OF LOSS.

147 1. DISCLOSURES:

148 a. **GENERAL:** SELLER knows of no facts or conditions materially affecting the value of the Property, except those which are
149 readily observable by BUYER, or which have been disclosed to and acknowledged by BUYER prior to BUYER's execution of any offer
150 (or counter-offer, as applicable).

151 b. **WETLANDS; SUITABILITY:** Except as disclosed to BUYER in the manner set forth in Standard D.1.a., SELLER does not
152 know of any portion of the Property that has been determined to be wetlands, or of any other condition or circumstance adversely
153 affecting the Property which might impair its suitability for residential use or construction.

154 c. **RADON GAS:** Florida law required disclosure: Radon is a naturally occurring radioactive gas that, when it has accumulated in
155 a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed
156 federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be
157 obtained from your county health department.

158 d. **ENERGY EFFICIENCY:** BUYER acknowledges receipt of the Department of Community Affairs brochure on the Florida
159 Building Energy Efficiency Rating System.

160 e. **LEAD BASED PAINT/PAINT HAZARDS:** If construction of the residence on the Property was commenced prior to 1978,
161 SELLER is required to complete, and SELLER and BUYER are required to sign and attach to this Contract, the Addendum entitled
162 "Lead-Based Paint and/or Lead-Based Paint Hazards: Disclosure of Information and Acknowledgement."

163 f. **MOLD:** In Florida, mold is commonly found both indoors and outdoors. Interior infestation by certain mold may cause property
164 damage and health problems for some persons.

165 g. **INSURANCE:** BUYER is advised to immediately apply for casualty insurance in order to obtain a claims history report on the
166 Property to ascertain the availability and cost of said insurance on the Property, which may be affected by past insurance claims on the
167 Property, past insurance claims filed by BUYER and/or by BUYER's credit status. BUYER may terminate this Contract within 10 days
168 after the Effective Date if past insurance claims on the Property increase the cost or restrict the availability of casualty insurance
169 coverage for the Property.

170 h. **FIRE SPRINKLER/SAFETY SYSTEM RETROFIT:** If the Property is located in a condominium or cooperative building greater
171 than 75 feet in height requiring retrofit for fire sprinklers or other life safety systems as shown on the list created by the local district fire
172 marshal, BUYER may terminate this Contract within the statutory rescission period set forth in Standard I.

173 i. **PERMITS AND VIOLATIONS:** SELLER does not know of any improvements to the Property which were made without proper
174 permit(s) or certificate(s) of occupancy/substantial completion (where required), of any existing violations of local ordinances or codes,
175 or of any pending code enforcement proceedings affecting the Property. If the Property is located in unincorporated Collier County,
176 SELLER and BUYER acknowledge receipt of the Collier County Code Compliance Residential Program brochure.

177 j. **PROPERTY TAX DISCLOSURE:** Florida law required disclosure: BUYER should not rely on the SELLER's current property
178 taxes as the amount of property taxes that BUYER may be obligated to pay in the year subsequent to purchase. A change of ownership
179 or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions
180 concerning valuation, contact the county property appraiser's office for information.

181 k. **ZONING:** SELLER has not commenced any proceedings to change the current zoning classification of the Property, nor will
182 SELLER initiate any such proceedings. SELLER has not received notice from any third party(ies) of any proceedings which would affect
183 the current zoning classification of the Property. Should SELLER receive any such notice, SELLER will promptly notify BUYER of same,
184 and if the proposed zoning would prevent the current use of the Property, BUYER may terminate this Contract not later than 5 days after
185 receipt of said notice.

186 l. **COMMUNITY INVESTIGATION.** BUYER is advised that any condominium, cooperative and/or homeowners' documents
187 received by BUYER may not include important information about the community(ies) where the Property is located, including without
188 limitation pending foreclosures, types and amounts of insurance coverage, current budget and reserve amounts, and status of
189 delinquent assessments; ownership, financial and membership status of private clubs, golf course(s), marina(s), and other amenities;
190 the status of the developer(s) if the community or any portion thereof is developer-controlled; and facts about the surrounding
191 community(ies), school districts and public and government infrastructure plans. SELLER by signing this Contract designates BUYER
192 as SELLER's representative for purposes of obtaining said information.

193 m. **SQUARE FOOTAGE.** BUYER is aware that any reference to the square footage and size of the Property and improvements
194 thereon is approximate and is not warranted, and should be independently verified by BUYER prior to execution of this Contract.

195 2. **INSPECTIONS:**

196 a. **INSPECTION PERIOD; INSPECTION ITEMS:** BUYER shall have 15 days after the Effective Date (the "Inspection Period") to
197 have the Property and improvements thereon inspected at BUYER's expense as follows: (1) all major appliances and equipment; fire
198 sprinkler, irrigation, well, septic, heating, cooling, electrical, plumbing and security systems; major mechanical components; roof
199 (including fascia and soffits); ceilings; structural walls; foundation; swimming pool, spa and pool/spa deck(s), and pool/lanai
200 enclosure(s); seawall; dock(s); boat lifts/davits and related electrical and mechanical components, if any (collectively "Systems and
201 Equipment"), by an appropriately Florida licensed inspection company and/or licensed contractor who holds a Florida license to repair
202 and maintain the items inspected, and/or (2) radon gas, by a Florida certified radon measurement technician or specialist, and/or (3)
203 lead-based paint and hazards, by an EPA-certified lead exposure risk assessor, and/or (4) termites or other wood-destroying organisms,
204 by a certified pest control operator, and/or (5) air sampling, surface sampling and/or dust sampling performed by a qualified indoor air
205 quality inspector for the presence of toxic and pathogenic molds, and/or (6) the existence of any open building permits, non-conforming
206 structures, unpermitted improvements, or existing violations of local ordinances or codes, by an appropriately Florida licensed inspection
207 company, licensed contractor or attorney (collectively the "Inspection Items").

208 All inspections shall be non-invasive and shall not entail any perforation or removal of structural material unless approved in
209 advance by SELLER. Upon reasonable notice, SELLER shall provide access and utilities service to the Property to facilitate the
210 inspections. BUYER shall repair any and all damage to the Property resulting from or caused by the inspections and shall otherwise
211 return the Property to its condition prior to the inspections. BUYER will indemnify and hold SELLER harmless from and against
212 all losses, damages, costs, claims and expenses of any nature, including attorneys fees (collectively "Losses"), and from and against
213 any liability to any person arising from, out of or in connection with the inspections, except as to Losses resulting from negligence or
214 intentional acts or omissions of SELLER.

215 b. **DEFECTIVE INSPECTION ITEMS; BUYER'S ELECTION AND SELLER'S RESPONSE:** Except as to any Defective
216 Inspection Items disclosed to and acknowledged by BUYER prior to BUYER's execution of any offer (or counter-offer, as applicable), if
217 any inspection conducted during the Inspection Period reveals: (1) that any Systems and Equipment are not in Working Condition,
218 and/or (2) the presence of radon gas at a level at or above EPA action levels (4.0 picocuries per litre of air), and/or (3) the presence of
219 lead-based paint or paint hazards requiring abatement under HUD/EPA protocols, and/or (4) the existence of active infestation by
220 termites or other wood-destroying organisms and/or visible damage caused by active or past infestation; and/or (5) the presence of toxic
221 or pathogenic molds within the interior of the dwelling(s) exceeding the levels of such molds measured upon the exterior of the dwelling,
222 and/or (6) any open building permits, non-conforming structures, unpermitted improvements, or existing violations of local ordinances or
223 codes (collectively the "Defective Inspection Items"), BUYER shall, not later than 5 days after expiration of the Inspection Period: (a)
224 notify SELLER of any Defective Inspection Items, and (b) furnish to SELLER a copy of the inspection report(s) documenting the
225 Defective Inspection Items, and (c) notify SELLER of BUYER's election either to: (i) receive a credit from SELLER at closing in lieu of
226 any repairs, replacements, treatment, mitigation or other remedial action necessary to bring the Defective Inspection Items into
227 compliance with the relevant standards set forth above (the "Remedial Action"). (If BUYER elects to receive a credit, the amount of the
228 credit shall be stated at the time of BUYER's election, and be equivalent to the estimated costs of any Remedial Action), or (ii) have
229 SELLER take Remedial Action at SELLER's expense, or (iii) a combination of (i) and (ii). If BUYER makes no election, BUYER shall be
230 deemed to have accepted the Property in the condition it existed on the Effective Date, subject to the provisions of Standard D.2.c. (2),
231 (3), and (4).

232 Not later than 10 days after receipt of the written notice and inspection report(s) from BUYER ("SELLER's Response
233 Deadline"), SELLER shall notify BUYER whether SELLER agrees to BUYER's request ("SELLER's Response"). If SELLER refuses
234 BUYER's request by the SELLER's Response Deadline, then BUYER may terminate this Contract not later than 5 days after receipt of
235 SELLER's Response. If BUYER does not elect to terminate this Contract, BUYER is deemed to have accepted the Property in the
236 condition it existed on the Effective Date, except that BUYER retains the walk-through inspection rights set forth in Standard D.2.c.(2),(3),
237 and (4) below. If SELLER fails to respond by the SELLER's Response Deadline, SELLER shall be deemed to have refused BUYER's
238 request, and BUYER may terminate this Contract as set forth above.

239 If any Remedial Action requested by BUYER requires the approval of any community association governing the Property, and
240 SELLER fails to furnish BUYER with written documentation of said association's approval not later than 5 days prior to the Closing Date,
241 BUYER may terminate this Contract.

242 If BUYER does not have the Inspection Items inspected, or fails to do so within the Inspection Period, or fails to timely report
243 any Defective Inspection Items to SELLER, BUYER shall be deemed to have accepted the Property in the condition it existed on the
244 Effective Date, except that BUYER retains the rights set forth in Standard D.2.c.(2), (3), and (4) below.

245 Remedial Action shall be deemed to have been properly performed when (1) the Systems and Equipment are placed in
246 Working Condition, (2) radon gas within the residence on the Property is reduced to below EPA action levels, (3) lead-based paint and
247 paint hazards on the Property are removed or contained in accordance with HUD/EPA guidelines, (4) any active infestation of termites
248 or other wood-destroying organisms is exterminated or treated, and all visible damage caused by active or past infestation is repaired or
249 replaced; and (5) toxic or pathogenic molds are no longer present within the dwelling(s) at levels exceeding those measured upon the
250 exterior of the dwelling, and (6) written documentation is provided from the appropriate government authority evidencing that all open
251 permits have been closed out and/or all structures lawfully exist on the Property and/or all unpermitted improvements to the Property
252 have now been properly permitted and said permits closed out and all violations of local ordinances and codes are corrected. SELLER
253 shall make a diligent effort to perform and complete all Remedial Action prior to the Closing Date, failing which a sum equivalent to
254 200% of the estimated costs of completing the Remedial Action shall be paid by SELLER into escrow at closing pending completion.

255 Systems and Equipment shall be deemed to be in Working Condition if operating in the manner designed to operate. The roof,
256 ceiling, interior and exterior walls, foundation, swimming pool, spa and pool/spa deck(s) shall be in Working Condition if structurally
257 sound and watertight. Seawalls, docks, and pool/lanai enclosure(s) shall be in Working Condition if structurally sound. SELLER shall not
258 be obligated to take Remedial Action or grant a credit in lieu of Remedial Action with regard to any Cosmetic Condition, which is defined
259 as an aesthetic imperfection which does not affect the Working Condition of the item, including corrosion; tears; worn spots;
260 discoloration of floor covering or wallpaper or window treatments; missing or torn screens; nail holes; scratches; dents; chips; caulking;
261 pitted pool surfaces; minor cracks in windows, driveways, sidewalks, pool/spa decks and garage, tile, lanai and patio floors; and cracked
262 roof tiles, curling or worn shingles and limited roof life, so long as there is no evidence of structural damage or leakage.

263 No cost to repair or replace any Systems and Equipment item shall exceed the fair market value of that item if it were in
264 Working Condition.

265 c. **WALK-THROUGH INSPECTION:** BUYER (or a designated representative) may conduct a walk-through inspection of the
266 Property prior to closing or possession, whichever is earlier, to confirm: (1) completion of any Remedial Action agreed to by SELLER in
267 Standard D.2.b. above, (2) that the personal property items which are being conveyed as part of this Contract remain on the Property,
268 (3) that the personal property items which are not being conveyed as part of this Contract have been removed from the Property, and
269 (4) that SELLER has maintained the Property as required in Standard D.2.d. below. Upon reasonable notice, SELLER shall provide
270 access and utilities service to the Property to facilitate the walk-through inspection.

271 If SELLER fails to maintain the Property as required in this Standard, or if the Property suffers any loss or damage prior to the
272 Closing Date, SELLER shall, at BUYER's request, either perform Remedial Action prior to the Closing Date, or provide a credit
273 agreeable to BUYER at closing for the estimated cost of the Remedial Action, failing which, SELLER shall escrow at closing a sum
274 equivalent to 200% of the estimated costs of the Remedial Action, for payment to appropriately licensed contractor(s) performing the
275 Remedial Action.

276 Notwithstanding the foregoing, if any casualty loss or damage occurring after the Effective Date of this Contract renders the
277 Property at closing either: (a) uninsurable under the residential underwriting standards of the Citizens Property Insurance Corporation,
278 or (b) unfit for habitation under state or local building codes, either BUYER or SELLER may terminate this Contract.

279 d. **MAINTENANCE OF PROPERTY; RISK OF LOSS:** SELLER shall maintain the Property (including without limitation the lawn,
280 shrubbery, and landscaping) in the condition existing on the Effective Date until the Closing Date or date of possession, whichever is
281 earlier, except for ordinary wear and tear and any Remedial Action agreed to by SELLER under Standard D.2.b. above. Any future loss
282 and/or damage to the Property between the Effective Date of this Contract and the Closing Date or date of possession, whichever is
283 earlier, shall be at SELLER's sole risk and expense. SELLER shall maintain all existing casualty insurance on all improvements on the
284 Property until disbursement.

285 **STANDARD E - SELLER'S INSTRUMENTS AND EXPENSES.** SELLER shall pay for and provide, when applicable: (1) the title
286 evidence or credit specified in Standard B; (2) if the Property is located in Lee or Charlotte County, the premium for the owners title
287 insurance policy issued by the closing agent selected by BUYER, and the charges for title search and title continuation through the date
288 of deed recording; (3) preparation of statutory warranty deed (or special warranty deed if SELLER is a fiduciary), bill of sale with
289 warranties of ownership and freedom from encumbrances, condominium/homeowner association estoppel letter(s), tenant estoppel
290 letter(s), copies and assignment(s) of lease(s), and an affidavit regarding liens, possession, and withholding under FIRPTA, in a form
291 sufficient to allow "gap" coverage by title insurance; (4) mortgage payoff letter from existing lender(s); (5) documentary stamps on deed;
292 (6) real estate broker's compensation contractually agreed to by SELLER (to be disbursed by closing agent at closing); (7) utility
293 services to the Closing Date; (8) the full amount of condominium/homeowner association special assessments and governmentally
294 imposed liens or special assessments (other than CDD/MSTU assessments which are addressed in Paragraph 5), which are a lien or a
295 special assessment that is certain as to the identity of the lienor or assessor, the property subject to the lien or special assessment, and
296 the amount of the lien or special assessment, on or before the Effective Date; (9) SELLER's attorney fees and closing fees, (10) if
297 SELLER is subject to withholding under FIRPTA, reasonable charges associated with withholding, escrowing and/or remitting funds,
298 and/or preparing the withholding certificate application and/or tax return related thereto; and (11) reimbursement of prepaid estoppel
299 fees.

300 **STANDARD F - BUYER'S INSTRUMENTS AND EXPENSES.** BUYER shall pay for and provide, when applicable, including any sales
301 tax due thereon: (1) recording fee for deed; (2) all costs of any institutional loan secured by BUYER; (3) the premium for lender title
302 insurance policy, and if the property is located in Collier County, the premium for the owners title insurance policy issued by the closing
303 agent selected by BUYER and the charges for title search, and title continuation through the date of deed recording; (4) recording
304 membership approval; (5) survey charges; (6) condominium/homeowner association membership transfer fee;
305 (7) condominium/homeowner association resale transfer fee/capital contribution; (8) pending liens or special assessments (liens or
306 special assessments other than those described in Standard E(8). If it is determined that there are pending liens or special assessments
307 which do not fall under Standard E(8) above, which were not disclosed in writing to BUYER by SELLER prior to or concurrent with the
308 execution of this Contract, and which exceed a sum equivalent to 1% of the purchase price, BUYER may terminate this Contract, unless
309 SELLER agrees in writing to pay the portion of such pending liens or special assessments in excess of 1% of the purchase price.
310 SELLER agrees to pay into escrow at closing a reasonable sum to insure that the excess will be paid; (9) real estate brokerage
311 compensation contractually agreed to by BUYER (to be disbursed by closing agent at closing); (10) BUYER's attorneys fees and closing
312 fees; (11) BUYER shall promptly pay and indemnify and hold SELLER harmless against any claims or liens upon the Property for
313 surveyor or other services furnished to the Property at the request of BUYER; and (12) code enforcement lien search fees.

314 **STANDARD G - PRORATIONS; CREDITS.** These items will be prorated as of the Closing Date, with BUYER charged with and entitled
315 to the Closing Date, or the possession date, whichever is earlier: (1) real and personal property taxes based on the current year (if
316 available), otherwise on the prior year's bill (without discount or exemptions no longer available in the year of closing). If completed
317 improvements exist on the Property for which a certificate of occupancy was issued as of January 1st of the year of closing, which did
318 not exist on January 1st of the prior year, taxes shall be estimated for proration by applying the current year millage rate to the current
319 year taxable value of the Property. If the current year millage rate is not fixed, the prior year millage rate shall be applied. If the current
320 year taxable value is not fixed, the taxes shall be estimated for proration by applying the most current fixed millage rate to a sum
321 equivalent to 80% of the purchase price. A tax proration based upon any estimated tax shall, at the request of either party, be re-
322 prorated based on the actual tax bill amount with maximum discount; (2) interest on any assumed indebtedness; (3) rents;
323 (4) condominium/homeowner association assessments and CDD/MSTU operating and maintenance assessments; (5) county waste
324 assessments; and (6) appliance service contracts assumed by BUYER. BUYER shall receive from SELLER at closing a credit
325 equivalent to the amount of any security deposit and prepaid rents held by SELLER, and any accrued interest thereon, or alternatively,
326 ownership or an assignment of the account in which the deposits and prepaid rents, and any accrued interest thereon, are held.

327 **STANDARD H - HOMEOWNERS' ASSOCIATION DISCLOSURE.** If the Property is located within and governed by a mandatory
328 homeowners' association, the following provisions are incorporated into this Contract:

329 **IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE**
330 **PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER**
331 **BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION**
332 **TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER**
333 **OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS**
334 **CONTRACT SHALL TERMINATE AT CLOSING.**

335 **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE "HOMEOWNERS'**
336 **ASSOCIATION DISCLOSURE SUMMARY," WHICH IS ATTACHED TO AND MADE A PART OF THIS CONTRACT.**

337 **STANDARD I - CONDOMINIUM RESALE DISCLOSURE; VOIDABILITY RIGHTS.** If the Property is a condominium unit(s), the
338 following provisions are incorporated into this Contract: **THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN**
339 **NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL**
340 **HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A**
341 **CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS, AND RULES OF THE**
342 **ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED**
343 **QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE**
344 **VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT**
345 **MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE**
346 **DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST**
347 **RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF**
348 **REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. BUYER shall also be**
349 **entitled to receive a copy of the governance form required by Florida Statutes, and the above stated right of BUYER to cancel this**
350 **Contract shall apply to BUYER's receipt of said governance form in the same manner as applies to the other above-referenced**
351 **condominium documents. BUYER, by its execution of this Contract, hereby requests a current copy of the above referenced**
352 **condominium documents.**

353 **STANDARD J - CONDOMINIUM/HOMEOWNER ASSOCIATION PROVISIONS; MEMBERSHIP APPROVAL.**
354 Any condominium/homeowner association reserve account(s) is included in the purchase price. If association membership approval is
355 required, BUYER shall, not later than 10 days after the Effective Date, make application for same in the name(s) in which title will be
356 taken, and shall comply with all governing requirements of the association and be responsible for securing membership approval. If no
357 approval has been obtained prior to closing, either BUYER or SELLER may terminate this Contract. SELLER shall obtain a letter(s) from
358 the association(s) which sets forth the amounts, periods and payment status of assessments and transfer fees and resale capital
359 contributions, and deliver same to the BUYER not later than 15 days prior to the Closing Date. Some condominiums exist upon a
360 leasehold estate or have associated recreational leases which may require the payment of rents, taxes, maintenance, replacement and
361 repair. BUYER takes title subject to any such lease. If the condominium exists solely upon a leasehold estate, SELLER will assign its
362 sublease to BUYER at closing.

363 **STANDARD K - MORTGAGE LENDER POLICIES.** If BUYER elected to obtain institutional mortgage financing under Paragraph 4.B.,
364 the policies of the lending institution shall prevail as to the procedures for closing and disbursement of mortgage loan proceeds.

365 **STANDARD L - ESCROW; ESCROW AGENT(S).** The escrow agent who accepts in escrow the deposit(s) paid under this Contract
366 (the "Escrow Agent") shall hold the deposit(s) within the State of Florida in escrow until the earlier of: (1) delivery to another Escrow
367 Agent for closing, who by acceptance agrees to these terms and becomes the Escrow Agent (the Escrow Agent holding the deposit(s) is
368 authorized to so transfer the funds and is relieved of all liability for the funds delivered); (2) delivery of the deed, with payment of the
369 deposit(s) as part of the purchase price of the Property; (3) such time as BUYER may be entitled to return of the deposit(s); or
370 (4) delivery pursuant to written direction of the parties, at which time the Escrow Agent shall pay all of the deposit(s) to the party(ies)
371 entitled thereto. The Escrow Agent shall not be liable for the payment of any interest, damages, attorneys fees or court costs in any
372 action brought to recover the deposit(s) held in escrow, or any part thereof, unless the Escrow Agent shall fail or refuse to pay over any
373 such deposit(s) pursuant to a judgment, order or decree that shall be final beyond possibility of appeal. In any proceeding which litigates
374 the disposition of the deposit(s), the Escrow Agent shall be entitled to be paid reasonable attorneys fees and court costs, which shall be
375 paid by the non-prevailing party. The Escrow Agent has no duty to collect or attempt to collect any deposit or check given as a deposit,
376 but shall give the parties written notice of: (a) any deposit that is not received not later than 5 days after its due date, and (b) any deposit
377 check that is not paid on presentation, not later than 5 days of learning of its dishonor. If the Escrow Agent is a licensed real estate
378 broker, the Escrow Agent shall comply with the requirements of Chapter 475, Florida Statutes.

379 **STANDARD M - FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) WITHHOLDING.** A SELLER who is a U.S. citizen
380 or resident alien and who furnishes BUYER with an affidavit attesting to same, is exempt from FIRPTA withholding. If SELLER is a
381 foreign person or entity, BUYER shall deduct and withhold from the purchase price, or collect from SELLER if the net proceeds are
382 insufficient, 10% of the purchase price (the "FIRPTA Funds"), and remit same to the Internal Revenue Service (the "IRS") within 10 days
383 after the Closing Date, unless: (1) the purchase price is not more than \$300,000.00 and BUYER executes a certificate establishing that
384 BUYER's acquisition of the Property is for use as BUYER's residence in accordance with the Internal Revenue Code and all applicable
385 regulations related to that exemption; or (2) SELLER furnishes to BUYER, not later than the Closing Date, proof of submittal to the IRS
386 of an application for withholding certificate, in which event the closing agent (or other third party mutually designated by SELLER and
387 BUYER) shall hold the FIRPTA Funds in escrow pending receipt of the withholding certificate, and shall remit the sum reflected in the
388 withholding certificate to the IRS within 10 days of receipt of the withholding certificate, and shall promptly refund any remaining balance
389 to SELLER. SELLER shall hold BUYER harmless and indemnify BUYER for not withholding or collecting the FIRPTA Funds or for
390 withholding and remitting only such reduced amount reflected in the withholding certificate. BUYER shall provide to SELLER evidence
391 of remittance of all or any portion of the FIRPTA Funds to the IRS. The failure of either party to comply or to allow compliance with the
392 requirements of FIRPTA and related regulations shall constitute a breach of this Contract.

393 **STANDARD N - QUICK CLOSING; INSURABILITY; CLOSING DATE EXTENSION.** If the Closing Date does not allow sufficient time
394 for performances by SELLER and BUYER within the time frames and by the deadlines set forth in this Contract, the parties agree to
395 undertake and complete all performances, inspections, surveys, examinations, delivery of documents, notices, satisfaction of
396 contingencies and all other actions required of or allowed to either party prior to the Closing Date, except that the statutory time period
397 set forth in Standards H and I shall not be affected by this provision. If BUYER is unable to obtain hazard, flood, wind or homeowners
398 insurance at a reasonable rate due to extreme weather conditions, BUYER may delay the Closing Date up to 5 days after such
399 coverage becomes available. If such coverage does not become available for a period of 30 continuous days, either SELLER or BUYER
400 may terminate this Contract.

401 **STANDARD O - TIME OF PERFORMANCE AND REMEDIES.** Time is of the essence for closing title. If BUYER does not perform
402 BUYER's obligations hereunder (except as excused by SELLER's default) all deposits made shall be paid to SELLER as liquidated
403 damages, which shall be SELLER's exclusive remedy. If SELLER does not perform SELLER's obligations hereunder (except as
404 excused by BUYER's default), BUYER may enforce this Contract by a suit for specific performance, damages, or may terminate this
405 Contract.

406 **STANDARD P – LITIGATION; ATTORNEYS FEES AND COSTS.** In connection with any litigation concerning this Contract, venue
407 shall be in the county where the Property is located, and the prevailing party shall be entitled to recover reasonable attorneys fees and
408 court costs, including on any appeals, from the non-prevailing party. The term "prevailing party" shall include SELLER, BUYER, and any
409 broker acting in an agency or non-agency relationship recognized under Chapter 475, Florida Statutes. For purposes of this Standard,
410 any such broker shall be an intended third party beneficiary.

411 **STANDARD Q – NOTICES, DISCLOSURES, AND DOCUMENTS.** All notices and disclosures must be in writing. Unless a party is
412 required by law to deliver notices, disclosures, or documents directly to the other party, all notices and disclosures required or permitted
413 under this Contract shall be effective when given by a party or that party's broker or attorney to the other party or said other party's
414 broker or attorney. Delivery of homeowners' or condominium documents required under Standards H and I respectively to BUYER's
415 broker or attorney shall not constitute delivery to the BUYER.

416 **STANDARD R - MISCELLANEOUS.** (1) The parties have agreed to deal in good faith with respect to all provisions of this Contract.
417 (2) The singular case or tense shall include the plural case or tense. (3) This Contract may only be modified in writing by the parties.
418 (4) All references in this Contract to a number of days shall mean calendar days. (5) Except as otherwise expressly provided
419 by law, if any deadline falls on a Saturday, Sunday, or federal legal holiday, said deadline shall be extended to the following
420 business day. (6) As used herein, the terms "real estate broker" or "broker" shall include all real estate brokers, brokerage corporations
421 or business entities, and their respective selling licensees involved in this transaction. (7) All title evidence, condominium documents
422 and other documents provided to BUYER by or on behalf of SELLER are the property of SELLER until closing and shall be immediately
423 returned to SELLER if this Contract is terminated. (8) If either SELLER or BUYER is permitted to terminate this Contract, said party shall
424 do so by giving notice of said termination to the other party, whereupon all deposits made by BUYER shall be promptly returned to
425 BUYER, this Contract shall be of no further force and effect, and the parties shall have no further liability to one another hereunder
426 except as set forth herein. (9) The headings used in this Contract are for convenience of reference only and shall not be used for
427 interpreting the meaning of any provisions of this Contract. (10) All provisions of this Contract which by their nature or context require
428 performance or provide rights after the Closing Date, including without limitation the provisions of Standard P, shall survive closing.
429 (11) Signatures and initials communicated by electronic or facsimile transmission shall be binding. (12) This Contract and any addenda
430 and amendments hereto may be signed in counterparts, and said counterparts shall collectively constitute the entire agreement of the
431 parties. (13) Upon reasonable notice, SELLER shall provide access to the Property to appraiser(s) and surveyor(s) retained by BUYER.

432 **STANDARD S - NEGOTIATED TERMS; REPRESENTATIONS.** Any and all terms negotiated between the parties must be written into
433 this Contract. BUYER's decision to buy was based upon BUYER's own investigations of the Property. BUYER holds the broker(s)
434 harmless from all liability or loss caused by SELLER's failure to disclose material facts in accordance with this Contract, or SELLER's
435 representations regarding the Property's condition, or from broker's referral, recommendation, or retention of any vendor. The parties
436 agree that assistance to a party by a broker does not, and will not, make the broker responsible for performance.

437 **STANDARD T - BINDING CONTRACT; LEGAL COUNSEL.** THE PARTIES ARE NOT REQUIRED TO USE ANY PARTICULAR
438 FORM OF CONTRACT. TERMS AND CONDITIONS SHOULD BE NEGOTIATED BASED UPON THE RESPECTIVE INTERESTS,
439 OBJECTIVES AND BARGAINING POSITIONS OF THE PARTIES. APPROVAL OF THIS FORM BY THE COLLIER COUNTY BAR
440 ASSOCIATION AND ASSOCIATIONS OF REALTORS DOES NOT CONSTITUTE AN OPINION THAT ANY OF THE TERMS AND
441 CONDITIONS IN THIS CONTRACT SHOULD BE ACCEPTED BY A PARTY IN A PARTICULAR TRANSACTION. THIS IS A LEGALLY
442 BINDING CONTRACT FORM. EACH PARTY ACKNOWLEDGES THAT PRIOR TO SIGNING THE CONTRACT, THE CLOSING
443 EXPENSES HAVE BEEN EXPLAINED, REAL ESTATE TRANSACTION STANDARDS A THROUGH T HAVE BEEN RECEIVED AND
444 REVIEWED, AND THAT PARTY HAS BEEN ADVISED BY THE REAL ESTATE BROKER TO SEEK LEGAL COUNSEL AND TITLE
445 INSURANCE TO PROTECT THAT PARTY'S INTEREST IN CONNECTION WITH THE TITLE STATUS AND CLOSING OF THIS
446 TRANSACTION. BUYER AND SELLER ARE ADVISED TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL, TAX,
447 PROPERTY CONDITION, ENVIRONMENTAL, AND OTHER SPECIALIZED ADVICE. THIS CONTRACT SHALL BE BINDING UPON
448 AND INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES,
449 AND SUCCESSORS IN INTEREST.