

Hernando County, Florida
State Housing Initiatives Program (SHIP)
Non-Profit Construction Application



SHIP funds may be made available to area non-profit housing agencies and non-profit housing developers to partially underwrite the costs of construction or rehabilitating single-family affordable homes. All SHIP funding invested into the unit will be converted to a dollar-for-dollar reduction in the sales/appraised price of the home to a SHIP eligible down payment assistance buyer.

Applicant Name: You Thrive Florida- Richard Sanvenero

Non-Profit Agency: Mid Florida Community Service DBA You Thrive Florida

Contact Information: 888-802-7483 ext 6 rsanvenero@youthrivefl.org
Phone Email

Property Location or Address: 16071 Melbourne St

Parcel Number: R12 223 18 3660 000N0 0160 key-196166

Proposed Sales Price: \$200,000.

Appraised Value: \$273,000.

Describe the scope of the project:

New one story affordable residential housing

Provide site control, zoning, construction timeline:

Permit was issued on 3/22/2024 closing is expected to be 11/15/2024



Identify other funding sources for project:

none

Disclose any existing liens, mortgages or other encumbrances attached to subject property:

None, New Constuction

Describe property development experience:

Over 20 years experience building houses

Provide Green Building and Energy Saving Products and Processes:

Detail
All final paperwork will have green builders certification.



Has a SHIP-approved buyer been identified for this property? yes
If yes, provide sales contract.

Shaunda Jennings

- *Attach your agency's Non-profit current IRS designation as a 501(c)(3)
- *Attach your agency's previous three years audited financial records. **previously submitted**
- *Attach property survey.
- *Attach current appraisal





Consumer's Certificate of Exemption

DR-14
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8012557856C-8	12/31/2023	12/31/2028	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

MID FLORIDA COMMUNITY SERVICES INC
820 KENNEDY BLVD
BROOKSVILLE FL 34601-5704

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Uniform Residential Appraisal Report

098-2027118
File # 7035271581

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address: 18071 Melbourne St, City: Brooksville, State: FL, Zip Code: 34604
 Borrower: Shaundra Charese Jennings, Owner of Public Record, Mid Florida Community Services Inc, County: Hernando

Legal Description: TANGERINE ESTATES BLK N LOT 18
 Assessor's Parcel #: R12 223 18 3660 00N0 0160, Tax Year: 2023, R.E. Taxes \$: 35
 Neighborhood Name: Tangerine Estates, Map Reference: 12-23-18, Census Tract: 0409.10

Occupant: Owner Tenant Vacant, Special Assessments \$: 0, PUD: HOA \$: 0, per year: per month:

Property Rights Appraised: Fee Simple, Leasehold, Other (describe)
 Assignment Type: Purchase Transaction, Refinance Transaction, Other (describe)

Lender/Client: Highlands Residential Mortgage, Address: 950 W Bethany Drive Suite 800, Allen, TX 75013
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No

Report data source(s) used, offering price(s), and date(s): DOM 0; The subject is for sale by owner/developer. The subject is not listed in Stellar or Flex MLS.

I did analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.
 Non-arms length sale; An As is contract was utilized consisted of 13 pages, executed and given to appraiser by client. Buyer agrees that if buyer sells or refinances within 5 years of date of closing buyer agrees to pay seller the amount equal to 1/2 of equity in property over purchase price up to \$25,000. Not listed in Flex or Stellar ML
 Contract Price \$: 200,000, Date of Contract: 10/16/2024, Is the property seller the owner of public record? Yes No, Date Source(s): County Records

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If yes, report the total dollar amount and describe the items to be paid: \$0; No seller concessions noted.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
Location	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	71 %	
Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	8 %	
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	62	Low	Multi-Family	6 %	
Neighborhood Boundaries	North of County Line Road East of Commercial Way, South of Cortez			728	High	Commercial	10 %	
Boulevard, West of Broad Street.				316	Prod.	Other	5 %	
Neighborhood Description	Market area consisting primarily of single family residential housing. Present Land Use % (Other): Vacant land 3							

Market Conditions (including support for the above conclusions): Property values are stable. There is currently a 3.5 month supply level and marketing time is under 3 months. See 1004mc.

Dimensions: 80 x 125 FT/MOL - No Survey Prov., Area: 7500 sq ft, Shape: Rectangular, View: N-Res.
 Specific Zoning Classification: R1A, Zoning Description: Residential District
 Zoning Compliance: Legal, Legal Nonconforming (Grandfathered Use), No Zoning, Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? Yes No, If No, describe: The subject is in a residential subdivision on a residential street with residential zoning. H&BU is the current use.

Utilities: Public Other (describe) Public Other (describe)
 Off-site Improvements - Type: Public Private
 Electricity: Water: Well: Street: Dirt/Gravel
 Gas: Sanitary Sewer: Septic System: Alley: None

FEMA Special Flood Hazard Area: Yes No, FEMA Flood Zone: X, FEMA Map #: 12053C0189D, FEMA Map Date: 02/02/2012
 Are the utilities and off-site improvements typical for the market area? Yes No, If No, describe:
 Are there any adverse site conditions or external factors (basements, encroachments, environmental conditions, land uses, etc.)? Yes No, If Yes, describe:
 No unfavorable easements, encroachments or adverse conditions noted at time of inspection. The flood zone should be determined more accurately with an elevation survey. No adverse environmental conditions were noted at time of inspection. The appraiser is not a qualified environmental expert. The appraiser has not researched courthouse land records for possible easements.

General Description		Foundation		Exterior Description		Interior		Materials/Condition	
Units: <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Driveway	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Basement Area: 0 sq.ft.	Foundation Walls: Con. Slab/Avg	Exterior Walls: Vsiding/Avg	Floors: Vlaminate/Good	Walls: Drywall/Gd	Trim/Finish: Wood/Gd	Bath Floor: Vlaminate/Good
# of Stories: 1	Basement Finish: 0 %	Basement Area: 0 sq.ft.	Basement Finish: 0 %	Roof Surface: C.Shingle/Avg	Gutters & Downspouts: None	Bath Wainscot: Fiber/glass/Gd	Car Storage: <input type="checkbox"/> None	Driveway: <input checked="" type="checkbox"/> Driveway	# of Cars: 1
Type: <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	<input type="checkbox"/> Evidence of <input type="checkbox"/> Infestation	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Window Type: S.Hung/Avg	Storm Sash/Insulated: None	Car Storage: <input type="checkbox"/> None	Driveway Surface: Concrete/Avg	Garage: # of Cars: 0	Carpot: # of Cars: 0
Design (Style): Ranch	<input type="checkbox"/> Heating <input checked="" type="checkbox"/> FWR <input type="checkbox"/> HWR <input type="checkbox"/> Radiant	<input type="checkbox"/> Other: <input type="checkbox"/> Fuel Electric	Cooling: <input checked="" type="checkbox"/> Central Air Conditioning <input type="checkbox"/> Individual <input type="checkbox"/> Other	Amazites: <input type="checkbox"/> Wood/love(s) # 0	Fireplace(s) # 0	Fence: None	Porch: Cvd	Pool: None	Other: None
Year Built: 2024	Appliances: <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave / <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)	Finished areas above grade contains: 6 Rooms, 3 Bedrooms, 2.0 Bath(s), 1,584 Square Feet of Gross Living Area Above Grade	Additional features (special energy efficient items, etc.): The subject has standard energy efficient items typical in the area.	Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.): C1:Kitchen-remodeled-less than one year ago; Bathrooms-remodeled-less than one year ago. The utilities were not on at time of observation. The subject is new construction built by seller/developer. This report is subject to plans and specifications. See Reconciliation and Supplemental Addendum.	Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, If Yes, describe: No functional or external obsolescence observed. Issues of soundness and structural integrity are often related to areas hidden from view or not visible and are generally beyond expertise of the appraiser. See additional comments.	Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, If No, describe: The subject property conforms and is comparable to the neighborhood.			

Uniform Residential Appraisal Report

098-2027118
File # 7035271581

There are 39 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 297,990 to \$ 963,890				
There are 137 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 245,000 to \$ 359,900				
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Address	16071 Melbourne St Brooksville, FL 34604	9406 Manati St Brooksville, FL 34608	5163 Deltona Blvd Brooksville, FL 34606	7176 Pinehurst Dr Brooksville, FL 34606
Proximity to Subject		6.01 miles W	6.03 miles W	9.57 miles SW
Sale Price	\$ 200,000	\$ 270,000	\$ 299,990	\$ 300,000
Sale Price/Gross Living Area	\$ 126.26 sq.ft.	\$ 217.22 sq.ft.	\$ 179.42 sq.ft.	\$ 192.31 sq.ft.
Data Source(s)		StellarMLS#W7864685;DOM 10	StellarMLS#C7491391;DOM 72	StellarMLS#T3506772;DOM 46
Verification Source(s)		ORB 4455/777	WJH Brokerage FL/O. Valencia	ORB 4420/922
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing Concessions		ArmlLth FHA;9450 -9,450	ArmlLth FHA;15000 -15,000	ArmlLth Cash;2000 -2,000
Date of Sale/Time		s07/24;c05/24	s08/24;c06/24	s04/24;c04/24
Location	N;Res;	N;Res;	A;BsyRd;	N;Res;
Leasold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	7500 sf	7500 sf	10310 sf	11914 sf
View	N;Res;	N;Res;	N;Res;	N;Res;
Design (Style)	DT1;Ranch	DT1;Ranch	DT1;Ranch	DT1;Ranch
Quality of Construction	Q4	Q4	Q4	Q4
Actual Age	0	1	0	2
Condition	C1	C1	C1	C2
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	6 3 2.0	6 3 2.0	7 4 2.0	6 3 2.0
Gross Living Area	1,584 sq.ft.	1,243 sq.ft.	1,672 sq.ft.	1,560 sq.ft.
Basement & Finished Rooms Below Grade	0sf	0sf	0sf	0sf
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Fwa/Central	Fwa/Central	Fwa/Central	Fwa/Central
Energy Efficient Items	None	None	None	None
Garage/Carport	1dw	1ga1dw	2ga2dw	2ga2dw
Porch/Patio/Deck	Cvd/Cvd	Cvd/Uncvd	Cvd/Cvd	Cvd/Uncvd
Net Adjustment (Total)		+ \$ 3,125	- \$ 35,000	- \$ 24,000
Adjusted Sale Price of Comparables		Net Adj. 1.2 % Gross Adj. 19.3 %	Net Adj. 11.7 % Gross Adj. 15.7 %	Net Adj. 8.0 % Gross Adj. 9.3 %
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain		Public/County records indicate that the subject property has an unqualified sale or transfer in the 36 months prior to the effective date of this appraisal report.		
My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.		Data Source(s) Hernando County Records		
My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.		Data Source(s) Hernando County Records		
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).				
ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	08/14/2022		11/21/2023	
Price of Prior Sale/Transfer	\$100		\$45,000	
Data Source(s)	Hernando County Records	Hernando County Records	Hernando County Records	Hernando County Records
Effective Date of Data Source(s)	10/23/2024	10/23/2024	10/23/2024	10/23/2024
Analysis of prior sale or transfer history of the subject property and comparable sales				
The subject is currently listed and is in a contract for \$200,000. The subject shows an unqualified sale or transfer within 36 months prior to this appraisal report. (Quit claim deed) Comp's #1 and #3 sales records indicate no qualified transfers within 12 months prior to this appraisal report. Comp #2 has an unqualified sale or transfer within 12 months prior to this appraisal report.				
See Additional Comments.				
Summary of Sales Comparison Approach Comparable's #1, #2 and #3 are superior in car storage. Comparable #2 is inferior in location (on busy road) and superior in total bedrooms. Comparable's #1 and #3 are inferior in patio. No condition adjustment warranted for Comparable #3 due to age and no market reaction. See Supplemental Addendum.				
Indicated Value by Sales Comparison Approach \$ 273,000				
Indicated Value by Sales Comparison Approach \$ 273,000 Cost Approach (if developed) \$ 288,674 Income Approach (if developed) \$ 0				
The most weight was given to the sales comparison approach in the final reconciliation of value in this appraisal report. Single homes are not usually purchased based on their income stream, therefore the income approach was given no weight and not developed. The Cost Approach to Value was developed.				
This appraisal is made <input type="checkbox"/> "as is", <input checked="" type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require attention or repair. This report is subject to completion per plans and specification on basis if hypothetical condition has been completed and if false will impact report. See Supplemental Add				
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 273,000 , as of 10/23/2024 , which is the date of inspection and the effective date of this appraisal.				

Uniform Residential Appraisal Report

098-2027118
File # 7035271581

Neighborhood - The subject property is a ranch style single family residence located in Brooksville. The subject is located near Suncoast Parkway.

PUD Information -The subject is not a member of a HOA home owner's association.

Attic - A head and shoulders inspection of attic was performed per HUD/FHA guidelines. See Photo

Comparables: History of Comparables and Total Days on Market - Information obtained in local MIs. (West Pasco Board of Realtors)

- Comp. #1 orig. listed for \$272,000 on 05/10/2024 under contract on 05/20/2024 and settled on 07/29/2024. Dom 10.
- Comp. #2 orig. listed for \$299,990 on 04/17/2024 under contract on 08/28/2024 and settled on 08/16/2024. Dom 72.
- Comp. #3 orig. listed for \$350,000 on 03/01/2024 reduced to \$310,000 on 04/09/2024 under contract on 04/16/2024 and settled on 04/30/2024. Dom 46.
- Comp. #4 orig. listed for \$322,990 on 04/17/2024 under contract on 05/26/2024 and settled on 07/26/2024. Dom 39.
- Comp. #5 orig. listed for \$316,990 on 02/23/2024 reduced to \$314,990 on 04/23/2024 under contract on 04/30/2024 and settled on 06/26/2024. Dom 67.
- Comp. #6 orig. listed for \$291,990 on 02/15/2024 and settled on 02/15/2024. Dom 1. Entered for statistical purposes only.

Septic System

The subject has a well and a septic system. Wells and Septic systems are typical and accepted in the subject's market and have no negative impact on the subject's marketability. The subject is not located within reasonable distance of any public sewer system or public utility. The cost of connection would greatly exceed 3% of the estimated market value; therefore it is not physically possible or financially feasible to do so as of the effective date. Comparable's #2, #3 #4 and #6 possess septic systems. Comparable #6 and Listing's #1 and #2 have wells and septic systems.

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Land value was derived from active and comparable sales in the subject's market area. (Spring Hill, Brooksville)

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE ----- \$ 35,000
Source of cost data Dwelling Cost	DWELLING 1,584 Sq.Ft. @ \$ 145.11 ----- \$ 229,854
Quality rating from cost service 4.0 Effective date of cost data 10/23/2024	0 Sq.Ft. @ \$ ----- \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Porch/Patio ----- \$ 8,820
	Garage/Carport 0 Sq.Ft. @ \$ 0.00 ----- \$
	Total Estimate of Cost-New ----- \$ 238,674
"As-Is" value of site improvements includes driveway, concrete walkways and landscaping.	Less Physical Functional External ----- \$
Economic life (60)-Effective Age (0)+ Remaining Economic Life (60)	Depreciated Cost of Improvements ----- \$ 238,674
	As-Is Value of Site Improvements ----- \$ 15,000
Estimated Remaining Economic Life (HUD and VA only) 60 Years	INDICATED VALUE BY COST APPROACH ----- \$ 288,674

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ 0 X Gross Rent Multiplier 0 = \$ 0 Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) Single family residences in the subject's market area are primarily owner occupied. Income approach not developed.

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project _____

Total number of phases _____ Total number of units _____ Total number of units sold _____

Total number of units rented _____ Total number of units for sale _____ Data source(s) _____

Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion. _____

Does the project contain any multi-dwelling units? Yes No Data Source _____

Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion. _____

Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options. _____

Describe common elements and recreational facilities. _____

**CARDINAL SURVEYING
SERVICES OF FLORIDA INC**



GRAPHIC SCALE IN FEET

MAP OF SURVEY

TYPE OF SURVEY: "BOUNDARY"
Section 12, Township 23 South, Range 18 East
Date of Survey (field measurements): 02/16/2024

NOTE: BASIS OF BEARINGS ESTABLISHED BETWEEN POINT
"A" AND POINT "B". BEARING = S 00°12'07" E

ABBREVIATIONS

A/C = AIR CONDITIONER PAD, C/S = CONC SLAB,
(C) = CALCULATED, (D) = DESCRIPTION, PC = POINT OF CURVATURE
CL = CENTERLINE, ELEV = ELEVATION, RES = RESIDENCE, STY = STORY
CONC = CONCRETE, (F) = AS FIELD MEASURED, (R) = PER RECORD DEED
COL = COLUMN, (P) = PER RECORD PLAT, POS = POINT OF BEGINNING
COV = COVERED, FOM = FOUND CONG MONUMENT (# AS NOTED)
FIR = FOUND IRON ROD (SIZE & # AS NOTED), # = NUMBER
FOP = FOUND OPEN PIPE (SIZE & # AS NOTED)
FND = FOUND NAIL & DISK (# AS NOTED), FN = FOUND NAIL
SIR = SET 5/8" IRON ROD LB #8400, SH&D = SET NAIL & DISK #5400

SYMBOL LEGEND

⊕ - INDICATES CORNER MONUMENT (TYPE, SIZE, NUMBER AS NOTED)
▲ - INDICATES NAIL & DISK (NUMBER AS NOTED)
■ - INDICATES CONG. MONUMENT (SIZE & NUMBER AS NOTED)
--- - INDICATES EASEMENT (USE AND SIZE AS NOTED)

NOTES

- 1) THIS SURVEY IS NOT VALID UNLESS DISPLAYED AT THE NOTED SCALE.
- 2) THIS SURVEY ONLY VALID FOR THE USE OF THE PARTIES TO WHOM IT IS CERTIFIED.
- 3) DESCRIPTION IS PER CURRENT RECORD DEED UNLESS OTHERWISE NOTED AND DONE WITHOUT THE BENEFIT OF A TITLE SEARCH.
- 4) THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS AND OTHER MATTERS OF RECORD NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS. SURVEY WAS PREPARED ACCORDING TO DOCUMENTS PROVIDED BY CLIENT AND/OR SHOWN ON RECORD PLAT.
- 5) ENVIRONMENTAL, JURISDICTIONAL, AREAS, MEAN HIGH HIGH WATER LINE AND/OR RIPARIAN RIGHTS NOT SHOWN UNLESS NOTED.
- 6) UNDERGROUND IMPROVEMENTS, IRRIGATION SYSTEMS NOT SHOWN.
- 7) ROOF OVERHANGS AND/OR EAVES NOT SHOWN UNLESS NOTED.
- 8) IF THIS SURVEY IS TO BE USED FOR NEW CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE CLIENT TO FURNISH CORRECT DATA FOR PLACEMENT OF PROPOSED IMPROVEMENTS.
- 9) ADDITIONS OR DELETIONS TO THIS SURVEY MAP AND REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 10) FIELD MEASUREMENTS IN ACCORDANCE WITH THE U.S. STANDARD FEET.
- 11) THIS SURVEY IS VALID ONLY FOR NOTED EXPECTED USE OF SURVEY.
- 12) ROAD RIGHT-OF-WAYS SHOWN ON THIS SURVEY ARE PER PLAT RECORDED IN PLAT BOOK AND PAGE AS SHOWN IN DESCRIPTION UNLESS NOTED OTHERWISE.

FLOOD ZONE NOTE: THIS LOT APPEARS TO LIE WITH FLOOD ZONE X COMMUNITY PANEL #12033C0189D EFFECTIVE DATE: 02/02/2012 FLOOD ELEVATION = N/A FEET. FLOOD ZONE NOTE IS NOT TO BE RELIED ON FOR NEW CONSTRUCTION. CONTACT PROPER AGENCY FOR FINAL DETERMINATION.

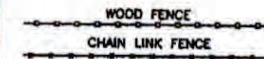
FOR THE BENEFIT OF:

MID FLORIDA COMMUNITY SERVICES, INC.

David T. York
2-16-24

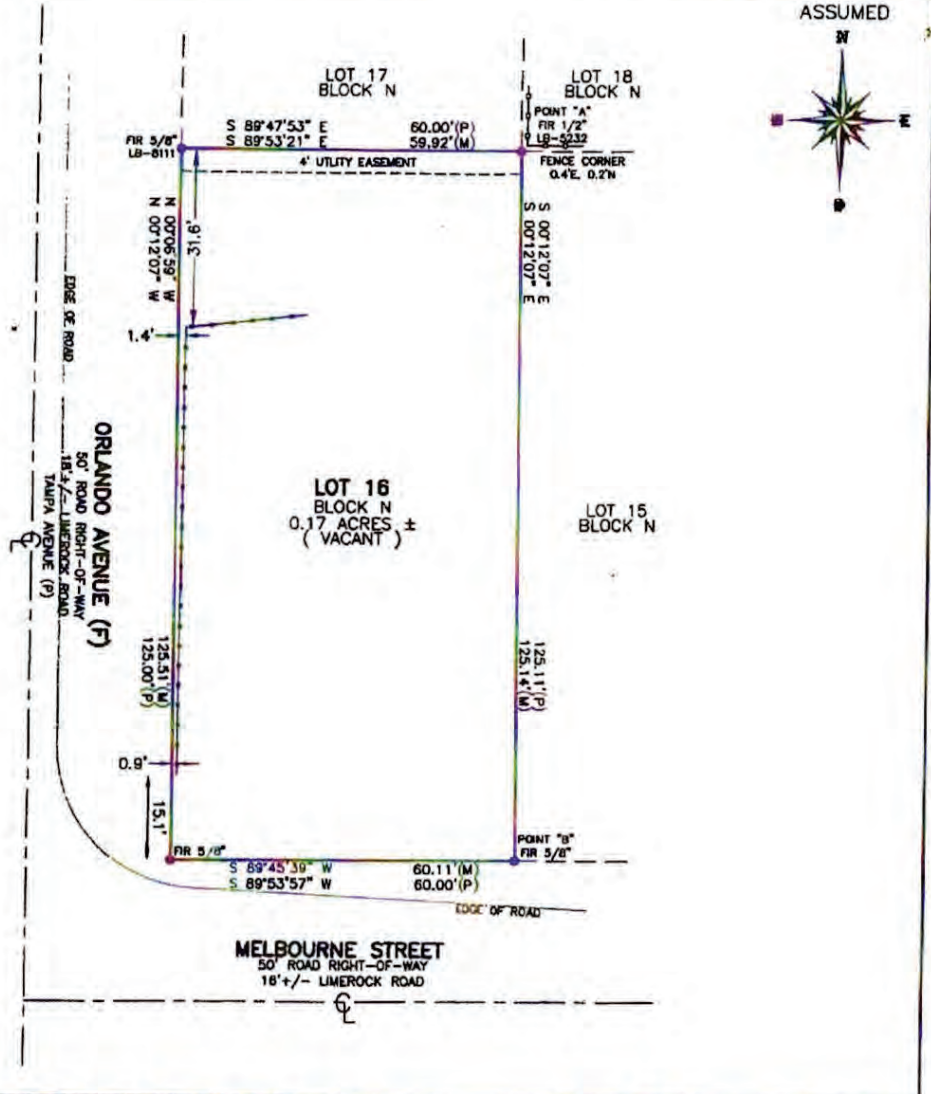
DAVID T. YORK, FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER REGISTRATION NUMBER 58378.
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE PROFESSIONAL SURVEYOR AND MAPPER.
2401 GRAND BOULEVARD, HOLIDAY, FLORIDA - 34807
PHONE #: (727) 858-8313, (813) 995-9800

WORK ORDER NUMBER: 24118



LEGAL DESCRIPTION:
LOT 16, BLOCK N, TANGEMME ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 70, OF THE PUBLIC RECORDS OF HERNDON COUNTY, FLORIDA.

ASSUMED



**"AS IS" Residential Contract
For Sale And Purchase**
THIS FORM HAS BEEN APPROVED BY
THE FLORIDA REALTORS AND THE FLORIDA BAR

1 **PARTIES:** Mid Florida Community Services, Inc. d/b/a You Thrive Florida ("Seller"),
2 and Shaunda Charese Jennings ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract");

6 **1. PROPERTY DESCRIPTION:**

- 7 (a) Street address, city, zip: 16071 Melbourne St., Brooksville, FL 34604
8 (b) Located in: Hernando County, Florida. Property Tax ID # R12 223 18 3660 00N0 0160
9 (c) Real Property: The legal description is Lot 16, Block N, Tangerine Estates, according to the Plat thereof, as
10 recorded in Plat Book 6, Page 70, of the Public Records of Hernando County, Florida.

11
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
14 by other terms of this Contract.

- 15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
18 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s),
19 television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox
20 keys, and storm shutters/storm protection items and hardware ("Personal Property").
21 Other Personal Property items included in this purchase are: _____

22
23 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- 24 (e) The following items are excluded from the purchase: _____
25

26 **PURCHASE PRICE AND CLOSING**

27 **2. PURCHASE PRICE** (U.S. currency):..... \$ 200,000.00

28 (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** \$ 1,000.00

29 The initial deposit made payable and delivered to "Escrow Agent" named below
30 **(CHECK ONE):** (i) accompanies offer or (ii) is to be made within 3 (if left blank,
31 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)
32 SHALL BE DEEMED SELECTED.

33 Escrow Agent Name: _____
34 Address: _____ Phone: _____
35 Email: _____ Fax: _____

36 (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
37 days after Effective Date \$ _____
38 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

39 (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8..... 160,000.00

40 (d) Other: Additional financing: Hernando County Board of County Commissioners \$ 50,000.00

41 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
42 transfer or other Collected funds (See STANDARD S)..... \$ _____

43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45 _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
47 the counter-offer is delivered.

48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
49 initialed and delivered this offer or final counter-offer ("Effective Date").

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

53 this Contract, the Closing shall occur on October 31, 2024 ("Closing Date"), at the time
54 established by the Closing Agent.

55 **5. EXTENSION OF CLOSING DATE:**

56 (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial
57 Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is
58 checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be
59 extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7
60 days.

61 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
62 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
63 extended as provided in STANDARD G.

64 **6. OCCUPANCY AND POSSESSION:**

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

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

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

86 **FINANCING**

87 **8. FINANCING:**

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

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

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

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

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

Buyer's Initials

SCJ

Page 2 of 13

Seller's Initials

KJB

Florida Realtors/Florida Bar-ASIS-6x Rev. 7/23 © 2023 Florida Realtors® and The Florida Bar. All rights reserved.
Licensed to Alta Star Software and ID1849272.460510

Software and added formatting © 2023 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

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 8b(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
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

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
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: Contract Preparation
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (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

165 search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded
166 liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

167 **(CHECK ONE):**

168 (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the
169 premium for Buyer's lender's policy and charges for closing services related to the lender's policy,
170 endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other
171 provider(s) as Buyer may select; or

172 (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing
173 services related to Buyer's lender's policy, endorsements and loan closing; or

174 (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall
175 furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a
176 continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for
177 reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing
178 continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not
179 be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title
180 search ordered or performed by Closing Agent.

181 (d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property
182 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real
183 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

184 (e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by
185 _____ at a cost not to exceed \$_____. A home
186 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in
187 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

188 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
189 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and
190 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an
191 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being
192 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may
193 be paid in installments **(CHECK ONE):**

194 (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
195 Installments prepaid or due for the year of Closing shall be prorated.

196 (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body
197 to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be
198 deemed selected for such assessment(s).

199 **IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.**

200 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district
201 (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to
202 Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

203 **DISCLOSURES**

204 **10. DISCLOSURES:**

205 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in
206 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
207 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding
208 radon and radon testing may be obtained from your county health department.

209 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller
210 does not know of any improvements made to the Property which were made without required permits or made
211 pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79,
212 F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then
213 Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession,
214 knowledge, or control relating to improvements to the Property which are the subject of such open permits or
215 unpermitted improvements.

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

218 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood
219 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
220 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

Buyer's Initials

SCJ

Page 4 of 13

Seller's Initials

KJB

Florida Realtors/Florida Bar-ASIS-6x Rev. 7/23 © 2023 Florida Realtors® and The Florida Bar. All rights reserved.

Licensed to Alta Star Software and ID1849272 460510

Software and added formatting © 2023 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

221 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
222 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
223 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
224 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
225 may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after
226 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
227 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
228 designation of Property.

- 229 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
230 required by Section 553.996, F.S.
- 231 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
232 mandatory.
- 233 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**
234 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**
235 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 236 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
237 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO
238 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
239 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
240 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
241 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 242 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
243 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
244 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
245 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
246 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
247 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
248 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
249 FIRPTA.
- 250 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
251 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding
252 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or
253 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller
254 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected
255 building, environmental or safety code violation.

256 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

257 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
258 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
259 IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

260 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

- 261 (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 10 (if left blank, then 15)
262 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
263 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
264 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering
265 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely
266 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall
267 be released of all further obligations under this Contract; however, Buyer shall be responsible for
268 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting
269 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the
270 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to
271 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of
272 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to
273 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all
274 repairs and improvements required by Buyer's lender.

Buyer's Initials

SCJ

Page 5 of 13

Seller's Initials

KJB

FloridaRealtors/FloridaBar-ASIS-6x Rev.7/23 © 2023 Florida Realtors® and The Florida Bar. All rights reserved.

Licensed to Alta Star Software and ID1849272.460510

Software and added formatting © 2023 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

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

292 ESCROW AGENT AND BROKER

- 293 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
294 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
295 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this
296 Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands
297 for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such
298 actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities
299 under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties
300 agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of
301 the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An
302 attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all
303 parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of
304 accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with
305 provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation,
306 arbitration, interpleader or an escrow disbursement order.
- 307 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
308 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
309 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent
310 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to
311 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or
312 termination of this Contract.
- 313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
319 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND
320 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,
321 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
322 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
323 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at
324 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with
325 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
326 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
327 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
328 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
329 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
330 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

331 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and
332 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve
333 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker
334 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

335 **DEFAULT AND DISPUTE RESOLUTION**

336 **15. DEFAULT:**

337 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
338 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit
339 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and
340 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under
341 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's
342 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall
343 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share
344 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

345 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
346 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
347 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
348 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
349 performance.

350 This Paragraph 15 shall survive Closing or termination of this Contract.

351 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and 352 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled 353 as follows:

354 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
355 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
356 16(b).

357 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
358 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
359 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
360 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
361 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
362 16 shall survive Closing or termination of this Contract.

363 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted 364 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in 365 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover 366 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the 367 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

368 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

369 **18. STANDARDS:**

370 **A. TITLE:**

371 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
372 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
373 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
374 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
375 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
376 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
377 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
378 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
379 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
380 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
381 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
382 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
383 any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall
384 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
385 with law.

Buyer's Initials

SCJ

Page 7 of 13

Seller's Initials

KJB

FloridaRealtors/FloridaBar-ASIS-6x Rev.7/23 © 2023 Florida Realtors® and The Florida Bar. All rights reserved.

Licensed to Alta Star Software and ID1849272.460510

Software and added formatting © 2023 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

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

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

413 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
414 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
415 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
416 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
417 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
418 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
419 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
420 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
421 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
422 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
423 thereunder.

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

432 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall
433 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,
434 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
435 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5
436 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
437 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a
438 day on which a national legal public holiday is observed.

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

Buyer's Initials SCJ

Seller's Initials KJB

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

442 caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather,
443 earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of
444 terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by
445 exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.
446 The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents
447 performance, non-performance, or the availability of services, insurance or required approvals essential to Closing.
448 All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time
449 up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however,
450 if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond
451 Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit
452 shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

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

458 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

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

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

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

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

479 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide
480 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following
481 escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent
482 for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of
483 Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from
484 date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all
485 Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and,
486 simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-
487 convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand
488 for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect
489 except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

490 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of
491 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
492 (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments
493 imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents
494 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable,
495 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required
496 by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited
497 to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on
498 current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

Buyer's Initials

SCJ

Page 9 of 13

Seller's Initials

KJB

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

- 556 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
 557 from the IRS authorizing a reduced amount of withholding.
 558 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can
 559 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,
 560 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and
 561 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer
 562 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds
 563 to the IRS.
 564 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced
 565 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the
 566 reduced sum required, if any, and timely remit said funds to the IRS.
 567 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
 568 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
 569 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller
 570 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in
 571 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the
 572 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted
 573 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
 574 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
 575 transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the
 576 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
 577 disbursement in accordance with the final determination of the IRS, as applicable.
 578 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
 579 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):

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

Buyer's Initials SCJ

Seller's Initials KJB

590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607

20. ADDITIONAL TERMS:

Buyer agrees that if Buyer sells or refinances this property within five (5) years of the date of closing, Buyer agrees to pay to Seller the amount equal to one-half (1/2) of the equity in the property over and above the purchase price, up to Twenty-Five Thousand (\$25,000.00).

COUNTER-OFFER

608
609

Seller counters Buyer's offer.

610
611

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

Buyer's Initials SCJ

Seller's Initials KJB

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

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

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

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

621 **ATTENTION: SELLER AND BUYER**

622 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes,
623 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by
624 certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the
625 Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of
626 Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly**
627 **sell property in violation of the Act.**

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

631 Buyer: Shaunda Charox Jennings Date: 10/16/2024

632 Buyer: _____ Date: _____

633 Seller: Steph Bates Date: 10/14/2024

634 Seller: _____ Date: _____

635 Buyer's address for purposes of notice Seller's address for purposes of notice
636 _____
637 _____
638 _____

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

645 _____ Listing Sales Associate, if any Listing Sales Associate

647 _____ Listing Broker