

**POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY**

Meeting Date: September 16, 2015

Agenda Item 7

REQUESTED CRA BOARD ACTION:

Resolution(s) Consideration Approval Other

SHORT TITLE OR MOTION: A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A WAIVER OF CONTRIBUTION AND APPROVAL OF TRANSFER REGARDING PROPERTY LOCATED AT 635 NW 21ST AVENUE; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why: Staff recommends that the CRA Board approve this Waiver of Contribution and Approval of Transfer for the sum of \$19,500.00. The property is located in Sable Chase and is in the short sale process. It has been determined that since the seller will not receive any funds through a short sale process, the restrictive covenant recorded with the special warranty deed does not apply and there are no funds to recoup.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Nguyen Tran *NT* Ext. 7769
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER</u>
<u>CRA Attorney</u>	<u>8/25/15</u>	<u>Approval</u>	<u>Email dated 8/25/15</u>

- CRA Executive Director
- City Manager
- Finance Director

[Handwritten Signature]

[Handwritten Signature]

ACTION PREVIOUSLY TAKEN BY CRA BOARD:

<u>Resolution</u>	<u>Consideration</u>	<u>Other:</u>
<u>Results:</u>	<u>Results:</u>	<u>Results:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

CRA

POMPANO BEACH

P. O. Drawer 1300
Pompano Beach, FL 33061

Phone: (954) 545-7769
Fax: (954) 786-7836

MEMORANDUM

Date: September 16, 2015

To: CRA Board

Through: Kim Briesemeister, Co-Executive Director
Christopher J. Brown, Co-Executive Director

From: Nguyen Tran, NW CRA Director 

Subject: 635 NW 21st Ave – Waiver of Contribution and Approval of Transfer

The above mentioned property is part of an affordable housing development known as Sabal Chase. The Pompano Beach Community Redevelopment Agency assisted in maintaining affordability within this neighborhood by contributing the land. Recorded with the Special Warranty Deed was a Recapture Provision intended to restrict the transfer, re-finance, sale or conveyance of the property running with the land for a period of thirty (30) years from the effective date. The Recapture Provision would entitle the CRA to recapture funds from the proceeds of such transfer, re-finance, sale or conveyance of the property. The CRA's land contribution at the time of the recorded special warranty deed (October 31, 2007) was valued at Nineteen Thousand Five Hundred (\$19,500.00) Dollars.

The property is currently going through a short sale process and it has been determined by our City Attorney's Office in a past similar transaction that since the seller will not receive any funds then there are no funds to recapture. It is recommended that the CRA Board approve this Waiver of Contribution and Approval of Transfer to allow the short sale to occur.



RESOLUTION NO. _____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A WAIVER OF CONTRIBUTION AND APPROVAL OF TRANSFER REGARDING PROPERTY LOCATED AT 635 NW 21st AVENUE; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1: The Waiver of Contribution and Approval of Transfer regarding property located at 635 NW 21st Avenue, a copy of which Waiver and Approval is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED THIS _____ day of _____, 2015.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

THIS INSTRUMENT PREPARED BY:

Nguyen Tran
Pompano Beach CRA
100 W. Atlantic Boulevard, Room 276
Pompano Beach, FL 33060

**WAIVER OF CONTRIBUTION AND
APPROVAL OF TRANSFER**

Be it known, that on this date of September ____, 2015, on behalf of the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, hereafter known as "CRA," that that certain recapture of CRA Capital Contribution provision in Special Warranty Deed dated October 31, 2007 and recorded in O.R. Book 44789, Page 1561, Broward County, Florida, shall be waived, and shall be forever extinguished upon the conveyance of the property to FAITH K. IRVING. Further, the said conveyance is hereby approved. If the property is not so conveyed, the recapture provision shall remain as is.

This Waiver and Approval of Transfer concerns the following described property:

BUILDING 4, UNIT 1

A PORTION OF PARCEL "A", SABAL CHASE, ACCORDING TO THE PLAT THEREOF; AS RECORDED IN PLAT BOOK 173, PAGE 51 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE N00°58'16" W, ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 110.56 FEET; THENCE S89°01'44"W, A DISTANCE OF 285.34 FEET; THENCE N 00°58'16"W, A DISTANCE OF 37.00 FEET, TO THE POINT OF BEGINNING; THENCE S89°01'44" W, A DISTANCE OF 28.00 FEET; THENCE N00°58'16"W, A DISTANCE OF 52.00 FEET; THENCE N89°01'44"E, A DISTANCE OF 28.00 FEET; THENCE S00°58'16"E, A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING.

IN WITNESS HEREOF, the said first party has signed and sealed these presents the day and year first above written, signed, sealed, and delivered in the presence of:

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Print Name: _____

Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC
a Florida limited liability company

Print Name: _____

By: MetroStrategies, Inc., a Florida corporation
a managing member

By: _____
Kim Briesemeister, President

Print Name: _____

and

By: _____
Christopher J. Brown
a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

NT:clt
8/12/14

This Instrument Prepared by and Return to:
DFC Homes of Florida, Inc
1773 N. State Road 7, 2nd Floor
Lauderhill, Florida 33313

Property Appraisers Parcel Identification (Folio) Numbers: **8233-52-0018**

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS SPECIAL WARRANTY DEED made and executed the 31st, day of **October 2007**, by **DFC Homes of Florida, Inc., a Florida Corporation**, herein called the grantor, to **Yvette Brooks, a single woman**, whose post office address is **635 NW 21st Avenue, Pompano Beach, FL 33069**, hereinafter called the Grantee:

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and 00/100's (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee's heirs, successors and assigns forever, all the right, title, interest, claim and demand that Grantor has in and to the following described real property (the "Property") located and situate in the County of Broward, State of Florida, to wit:

BUILDING 4, UNIT 1

A PORTION OF PARCEL "A", SABAL CHASE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 51 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE N00°58'16"W, ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 110.56 FEET; THENCE S89°01'44"W, A DISTANCE OF 285.34 FEET; THENCE NORTH 00°58'16" WEST, A DISTANCE OF 37.00 FEET, TO THE POINT OF BEGINNING; THENCE S89°01'44"W, A DISTANCE OF 28.00 FEET; THENCE N00°58'16"W, A DISTANCE OF 52.00 FEET; THENCE N89°01'44"E, A DISTANCE OF 28.00 FEET; THENCE S00°58'16"E, A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING.

The Property is conveyed subject to the following:

- A. Conditions, restrictions, limitations, reservations, easements and other agreements of record affecting the Property, if any; but this provision shall not operate to reimpose the same.
- B. Any community development, recreation, water control, water conservation, watershed improvement or special taxing districts affecting the Property including, without limitation, the obligation to pay maintenance assessments, capital assessments and/or taxes in connection therewith, if any.
- C. Applicable zoning, land use and subdivision ordinances, restrictions and/or agreements.
- D. Real estate, ad valorem and non ad valorem taxes and/or assessments, for this and subsequent years not yet due and payable.
- E. Validly existing rights of adjoining owners in any walls and fences situated on a common boundary, if any.
- F. All provisions of the following documents which may include, without limitation, restrictions, covenants, conditions, easements, lien rights, obligations to pay assessments and architectural restrictions: (i) the Declarations of Covenants and Restrictions approved on May 17th 2005 by the Pompano Beach Redevelopment Agency and Recorded in **OR Book 39682 Page 13** on May 20th 2005 then amended as the First Amendment to the Declaration of Restrictive Covenants and recorded in **OR Book 43942 Page 1254-1255** on April 25th 2007 and (ii) Declaration of Covenants and Restrictions, Party Walls and Easements governing the Sabal Chase community at large in which the Unit is located and recorded in **OR Book 43917 at Page 1118** (the "Declaration"), in the Public Records of Broward County, Florida, as further amended and modified from time to time, all of which are incorporated by reference in their entirety into this Special Warranty Deed.
- G. **Restrictive Covenants.** Pompano Beach Community Redevelopment Agency ("CRA"), a public body corporate and politic (the Pompano Beach "CRA") hereby declares, and each Grantee acquiring any interest in any portion of the Property agrees through acceptance of such conveyance, that the Property shall be subject to the following covenants and restrictions, which covenants and restrictions shall be covenants running with the land for a period of thirty (30) years effective and commencing upon the date of this Special Warranty Deed:

RECOUPMENT AND RECAPTURE OF LAND AND CASH CONTRIBUTIONS OF CRA

CRA Land and Cash Contributions: Recapture Provisions. Inasmuch as it is the CRA's avowed intention that Sabal Chase be developed and preserved as an affordable housing development and that no Homebuyer shall experience a financial windfall by virtue of the CRA's land and cash contributions to the development of Sabal Chase ("CRA Contributions"), CRA requires that the CRA Contributions be recaptured from the proceeds of the subsequent resale of the residential dwellings within Sabal Chase in the event that such resale occurs within a period of thirty (30) years immediately following the date that the residential dwelling is first acquired by the Homebuyer from DFC. To accomplish this goal, the CRA mandates the initial deeds of conveyance for one hundred percent (100%) of all fifty (50) residential dwellings contain the following deed restrictions and recapture provisions.

"The Grantee agrees, as evidenced by the Grantee's acceptance of this conveyance, that the Property described herein and all improvements now and hereafter thereon ("Property") shall be subject to the following covenants and restrictions which shall run with the land for a period of thirty (30) years effective and commencing upon the date of this Special Warranty Deed:

1. **CRA Contributions.** Concurrent with the transfer, re-finance, sale or conveyance (voluntary and/or involuntary) of the Property described in this Special Warranty Deed, the CRA Contribution of **Nineteen Thousand Five Hundred Dollars (\$19,500.00)** shall be paid to the CRA from the proceeds of such transfer, also of conveyance ("Recapture Amount") that would otherwise be payable to Grantee;

(a) If the Property is transferred, sold or conveyed after the thirtieth (30th) anniversary of the date of this Special Warranty Deed, no portion of the Recapture Amount shall be owing to the CRA and the obligation to pay the Recapture Amount shall be deemed forever extinguished.

(b) The foregoing recapture provisions may only be waived or modified in writing by the CRA in its sole and absolute discretion.

2. **Death of Grantee.** Grantee's death (or the death of all Grantees if more than one), the development and/or devise of the Property by Last Will and Testament of one or more "beneficiaries" or "heirs" as those terms are defined in Chapters 731.201(2) and (18) F.S., respectively, or in accordance with Article X, Section 4(b) of the Florida Constitution, shall not be construed as a transfer, sale or conveyance that would trigger payment of the Recapture Amount to the CRA provided, however, that the Property shall transfer to the heir(s)/beneficiary(ies) subject to the recapture provisions hereinabove enumerated and these recapture restrictions shall remain operative as if the death of the Grantee had not occurred.

(a) Unless released by the CRA as to the CRA Contributions only, or unless the Property is sold, transferred or conveyed, and the CRA Contributions are paid in the manner herein provided, the restrictions, covenants, rights, and privileges granted, made, and conveyed herein shall run with the land for a period of thirty (30) years and binding on all persons and entities acquiring title to or use of the Property or any portion thereof and all persons and entities claiming under them, until that date which occurs thirty (30) years following the date of this Special Warranty Deed ("Termination Date").

3. **Prohibited Transfer.** If CRA receives a notice of sale, transfer or conveyance of the Property determined by CRA to be in violation of this Special Warranty Deed, the CRA shall give written "Notice of Prohibited Transfer" to the Grantee, specifying the nature of the violation. If the violation is not corrected to the CRA's satisfaction within fourteen (14) calendar days after the date of the "Notice of Prohibited Transfer" or within such further time as CRA determines is necessary to correct the violation, the CRA may declare a default and apply to a court of competent jurisdiction for such relief as may be appropriate.

4. **Beneficiary.** When using herein the term "CRA" should mean Pompano Beach Community Redevelopment Agency its successors and assigns. The term "Grantee" shall mean the person or persons or legal entity or entities acquiring interest of record to the Property or any portion of the Property. Wherever used herein the terms "Grantee" and "CRA" shall include their heirs, personal representatives, successors, agents and assigns.

(a) The CRA is the beneficiary of the covenants and restrictions set forth in the Declaration as such the CRA may enforce the covenants and restrictions noted within this deed by action of law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of such covenants and restrictions.

5. **The requirements of Chapter 558 of the Florida Statutes (2005) as it may be renumbered and/or amended from time to time.** Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Deed, the underlying purchase agreement, the Property, the community in which the Property is located or any dealings between Grantee and Grantor (with the exception of "consumer products" as defined by the Magnuson-Moss Warranty-Federal Trade Commission Act, 15 U.S.C. §2301 et seq., and the regulations promulgated thereunder); (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Grantee, Grantee's children or other occupants of the Property, or in the community in which the Property is located. Grantee has accepted this Deed on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby.

(a) Any and all mediations commenced by Grantor or Grantee shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the MA's Supplementary Mediation Procedures for Residential Construction Disputes in effect on the date of the request. If there are no Supplementary Mediation Procedures for Residential Construction Disputes currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Unless mutually waived in writing by the Grantor and Grantee, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

(b) If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Supplementary Arbitration Procedures for Residential Construction Disputes in effect on the date of the request. If there are no Supplementary Arbitration Procedures for Residential Construction Disputes currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. Unless the Grantor and Grantee otherwise agree, claims in excess of \$10,000.00 but less than \$500,000.00 shall utilize the Regular Track Procedures of the Construction Industry Arbitration Rules, as modified by the Supplementary Arbitration Procedures for Residential Construction. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the Grantor and Grantee, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitration of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Grantor and Grantee.

(c) The waiver or invalidity of any portion of this Section I shall not affect the validity or enforceability of the remaining portions of Section I of the Deed. Grantee and Grantor further agree (1) that any Dispute involving Grantor's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

(d) To the fullest extent permitted by applicable law, Grantor and Grantee agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Grantor and Grantee further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

(e) Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

(f) Grantee may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

(g) Grantor supports the principals set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

(h) Notwithstanding the requirements of arbitration stated in Section 1(2) of this Deed. Grantee shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

(i) Grantor agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by Grantor and Grantee.

(j) The fees for any claim pursued via arbitration in an amount of \$10,000.00 or less shall be apportioned as provided in the Supplementary Rules for Residential Construction Disputes of the AAA or other applicable rules. Unless provided otherwise by the Supplementary Rules for Residential Construction Disputes of the AAA or other applicable rules, for claims that exceed \$10,000.00, the filing party shall pay up to the first \$750.00 of any initial filing fee to initiate arbitration. Under the following conditions, Grantor agrees to pay up to the next \$2,000.00 of any initial filing fee: (1) Grantee has participated in mediation prior to initiating the arbitration; (2) the Grantor and Grantee have mutually agreed to waive mediation; or (3) Grantor is the filing party. The portion of any filing fee not covered above, and any case service fee, management fee or fees of arbitrator(s), shall be shared equally by the Grantor and Grantee.

(k) Notwithstanding the foregoing, if either Grantor or Grantee seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

(l) Notwithstanding the Grantor and Grantee's obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 1 of this Deed, then the Grantor and Grantee agree to the following provisions:

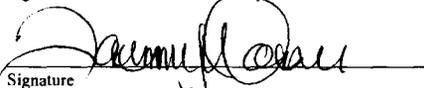
GRANTEE ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DEED ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. GRANTEE AND GRANTOR AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. GRANTEE AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL.

6. **Acceptance.** Grantee, by acceptance of this Special Warranty Deed, agrees to be bound by and to take title to the Property subject to all the terms and conditions set forth in this Special Warranty Deed.

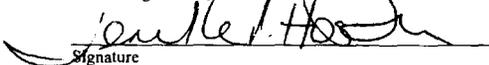
7. **Grantor** hereby covenants with said grantee that except as above noted, at the time of delivery of this Special Warranty Deed the premises were free of all encumbrances made by he/she, and he/she will warrant and defend the same against the lawful claims of all persons claiming by, through or under grantor.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

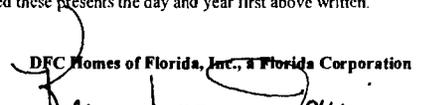
Signed, sealed and delivered in the presence of:


Signature

Tammy Warner
Printed Signature


Signature

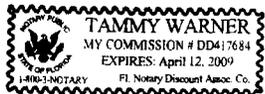
Tenille N. Hosten
Printed Signature

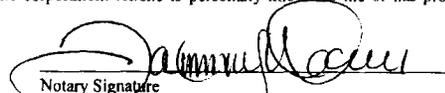

DFC Homes of Florida, Inc., a Florida Corporation
Kenny M. Davis, President
1773 N. State Road 7, Second Floor
Lauderhill, Florida 33313

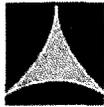
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st, day of October, 2007, by **Kenny M. Davis, President of DFC Homes of Florida, Inc.**, a Florida Corporation on behalf of the corporation. He/she is personally known to me or has produced Driver License as identification.

SEAL




Notary Signature
Tammy Warner
Printed Notary Signature
My Commission Expires:



CALIBER
HOME LOANS

13801 Wireless Way.
PO Box 24610
Oklahoma City, OK 73134
Tel: 866-650-0968
Fax: 405-553-4705

SHORT SALE ACCEPTANCE

6/4/2015

Yvette Brooks

6093 Mission Dr

Lakeland FL 33812

Re: Short Sale of Property Yvette Brooks;
Loan Number: 9801256646
Property Address: 635 NW 21st Ave

Pompano Beach FL 33069

This letter serves to confirm that Caliber Home Loans, ("Caliber") has approved a short sale for the mortgaged property located at the above address, subject to the following conditions:

1. The closing and funding is to be no later than 7/10/2015.
2. The contract sales price and closing costs have been negotiated and are authorized as follows:
 - a. The contract sales price shall not be less than **\$90,000.00**. The property is to be sold in "AS IS" condition.
 - b. The total real estate agent's commissions to be withheld from the net proceeds check shall not be greater than **\$5,400.00**.
 - c. The seller's settlement charges to be withheld from the net proceeds check shall not be greater than **\$14,947.61**. The sellers settlement charges include **\$300.00** for HOA, **\$2,700.00** for buyer credit, **\$3,000.00** for seller credit, and **\$7,850.00** for Closing cost and payoff to Jr liens. If applicable, the maximum allowed to the junior lien holder to release their lien is **\$6,000.00**.
 - d. If Caliber services the junior lien, the loan number is N/A and is included in this acceptance.
 - e. A seller contribution in the amount of **\$0.00** is needed to close this short sale.
 - f. If this loan has PMI, final closing cannot take place until a PMI disposition is received by the closing agent/attorney. A separate document will be emailed to the closing agent/attorney prior to close of escrow; and could alter the terms of this acceptance letter. This loan has PMI: No.
3. The net proceeds check to Caliber at closing shall not be less than **\$69,652.39**. Any additional fees/costs associated with the sale must be negotiated among and paid for by the

seller, buyer, and /or real estate agent(s).

4. The actual payoff due through the anticipated close of escrow date is estimated at **\$111,454.81**. The payoff includes unpaid principal balance, accrued interest, late charges, negative escrow reserve, and delinquency expenses. If there is a positive escrow balance at time of closing, the closing agent will forward the surplus funds to Caliber . Caliber will retain the funds and credit them to the deficiency balance. If there is a positive escrow reserve balance or outstanding hazard insurance claim, Caliber will retain this balance and credit it to the deficiency balance.
5. All hazard insurance policies must be cancelled and proof of cancellation provided at closing of the short sale. All hazard insurance policy refunds must be sent to Caliber at the address below.
6. The seller or buyer shall not receive any cash from this short sale and the HUD-1 shall provide that no cash is to be paid to the seller or buyer from the closing or outside of closing, as result of the sale of the property; unless approved in the settlement charges.
7. The seller authorizes Caliber to disclose the terms and conditions of this letter to any buyer, real estate agent, attorney, settlement agent, or other party to the sale of the property as Caliber may deem reasonable and necessary to the sale of the property.
8. At least two business days before the scheduled closing, the closing agent/attorney is to forward the final HUD-1 settlement statement to Caliber for approval.
9. Within one business day after closing, the closing agent/attorney is to forward to Caliber :
 - a. A copy of the fully executed sales contract with all addenda.
 - b. A copy of the fully executed HUD-1 settlement statement.
 - c. Proceeds, as described in condition 3, shall be made payable to Caliber Home Loans. However, the closing agent is encouraged to wire the funds to Caliber .
 - d. If applicable, fully-executed promissory note in the amount of **\$0.00**. If there is not a dollar amount listed in this section, Caliber is not requiring a promissory note.

The above items should be sent overnight to:

Caliber Home Loans
Home Lending / Short Sale Department
13801 Wireless Way
Oklahoma City, OK 73134
Tel: 866-650-0968
CALIBERCARES@CALIBERHOMELOANS.COM
Attn: Shawn Enders

10. Caliber will release its lien(s) upon the property once all conditions of this letter are satisfied. Caliber or assigns will not pursue a deficiency judgment on the deficient balance.
11. The sale of the property must be an "arms length transaction" between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise. There are no agreements or understandings between the seller and the buyer that the seller will remain in the property as a tenant or will obtain title or ownership of the property within 10 years of closing. There are no current agreements or offers relating to the sale or subsequent sale of the property that have not been disclosed to Caliber . Caliber requires full disclosure, including all details of this transaction. If Caliber finds full disclosure was not made, this acceptance will become null and void.

12. There may be tax consequences as a result of a short sale or negotiated payoff. You are encouraged to contact a tax professional to identify any tax liabilities you may have.

13. If a bankruptcy is filed by the seller(s), the terms and conditions of this acceptance will become null and void.

14. If the title to this property is transferred, in whole or part, prior to the close of escrow, Caliber Home Loans may rescind this acceptance without further notice.

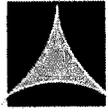
Notice to Consumers presently in Bankruptcy or who have a Bankruptcy Discharge: If you are a debtor presently subject to a proceeding in a Bankruptcy Court, or if you have previously been discharged from this debt by a Federal Bankruptcy court, this communication is not an attempt to collect a debt but is sent for informational purposes only or to satisfy certain Federal or State legal obligations.

THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A CONSUMER DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Caliber

Signature:

A handwritten signature, possibly "D. E.", is written over a horizontal line. To the right of the signature, the date "6/11/2015" is handwritten.



CALIBER
HOME LOANS

13801 Wireless Way.
PO Box 24610
Oklahoma City, OK 73134
Tel: 866-650-0968
Fax: 405-553-4705

Wire Instructions

Acct Name: Caliber Home Loans

Bank Name and location: Bank of America

Acct #: 1291063793

ABA #: 026009593

Reference: Loan Number

Please reference Customers name and Loan number to be properly applied to the account.



Addendum to Contract

Addendum No. 1 to the Contract dated 3/16/2015 between

Yvette Brooks (Seller)

and Faith K. Irving (Buyer)

concerning the property described as:

635 NW 21st Ave., Pompano Beach, FL 33069

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:
Buyer and Seller agree to a purchase price of \$90,000.00

It is further agreed that the purchase price may be altered to reflect the appraised value, but not to exceed \$90,000.00.

All other terms and conditions shall remain the same.

Date: 5/1/15

Buyer: Faith Irving

Date: _____

Buyer: _____

Date: 5/1/15

Seller: C. Beal

Date: _____

Seller: _____

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"AS IS" Residential Contract For Sale And Purchase

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



PARTIES: Yvette Brooks ("Seller"), Faith K. Irving ("Buyer")

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

1. PROPERTY DESCRIPTION: (a) Street address, city, zip: 636 NW 21st Ave., Pompano Beach, FL 33069 (b) Property is located in: Broward County, Florida. Real Property Tax ID No.: 404233-52-0180 (c) Real Property: The legal description is Unit 1 Bldg 4 Sable Chase 173-50

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

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property"). Other Personal Property items included in this purchase are:

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer. (e) The following items are excluded from the purchase:

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): \$ 83,500.00 (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 500.00

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

Escrow Agent Information: Name: The Law Office of Joseph L. Kohn, P.A. Address: 6300 NW 5th Way, Suite 100, Fort Lauderdale, FL 33309 Phone: 954-332-3109 E-mail: Guy@JLKohn.com Fax: 954-888-2661

(b) Additional deposit to be delivered to Escrow Agent within (if left blank, then 10) days after Effective Date \$

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8. 80,577.50

(d) Other: \$ (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other COLLECTED funds. \$ 2,422.50

NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE: (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before March 8, 2015 this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

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

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on 30 days ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE: (a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth in Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to exceed 7 days.

Buyer's initials [Signature] Page 1 of 11 Seller's initials [Signature] Florida Realtors/Florida Bar ASIS-3 Rev. 8/14 © 2014 Florida Realtors and The Florida Bar. All rights reserved.

57 (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i)
58 disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners' insurance,
59 to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after restoration
60 of utilities and other services essential to Closing and availability of applicable Hazard, Wind, Flood or
61 Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred
62* within _____ (if left blank, then 14) days after Closing Date, then either party may terminate this Contract by
63 delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and
64 Seller from all further obligations under this Contract.

65 6. OCCUPANCY AND POSSESSION:
66 (a) Unless the box in Paragraph 8(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the
67 Property to Buyer free of tenants, occupants and future tenants. Also, at Closing, Seller shall have removed all
68 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and
69 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the
70 Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be
71 deemed to have accepted the Property in its existing condition as of time of taking occupancy.

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

81* 7. ASSIGNABILITY: (CHECK ONE): Buyer may assign and thereby be released from any further liability under this
82* Contract; may assign but not be released from liability under this Contract; or may not assign this Contract.

FINANCING

84 8. FINANCING:
85* (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to
86 Buyer's obligation to close.
87* (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a conventional FHA VA
88 or other _____ (describe) loan on the following terms within _____ (if left blank, then 30) days after
89* Effective Date ("Loan Commitment Date") for (CHECK ONE): fixed, adjustable, fixed or adjustable rate loan in
90* the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing
91* rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing").

92* Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days after Effective
93 Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment")
94 and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage
95 loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such
96 status and progress to Seller and Broker.

97 Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not
98 receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract up to the
99 earlier of:

- 100 (i.) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to
101 waive the financing contingency of this Contract; or
102 (ii.) 7 days prior to Closing Date.

103 If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of
104 this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under
105 this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing
106 contingency shall be deemed waived by Buyer.

107 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the
108 Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the
109 Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3)
110 appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the
111 loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer,
112 thereby releasing Buyer and Seller from all further obligations under this Contract.

- 114* (c) Assumption of existing mortgage (see rider for terms).
 115* (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

116 **CLOSING COSTS, FEES AND CHARGES**

117 **9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

118 (a) **COSTS TO BE PAID BY SELLER:**

- 119 • Documentary stamp taxes and surtax on deed, if any • HOA/Condominium Association estoppel fees
 120 • Owner's Policy and Charges (if Paragraph 9(c) (i) is checked) • Recording and other fees needed to cure title
 121 • Title search charges (if Paragraph 9(c) (ii) is checked) • Seller's attorneys' fees
 122* • Municipal lien search (if Paragraph 9(c) (i) or (ii) is checked) • Other: _____

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

127 (b) **COSTS TO BE PAID BY BUYER:**

- 128 • Taxes and recording fees on notes and mortgages • Loan expenses
 129 • Recording fees for deed and financing statements • Appraisal fees
 130 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked) • Buyer's Inspections
 131 • Survey (and elevation certification, if required) • Buyer's attorneys' fees
 132 • Lender's title policy and endorsements • All property related insurance
 133 • HOA/Condominium Association application/transfer fees • Owner's Policy Premium (if Paragraph
 134 • Municipal lien search (if Paragraph 9(c) (ii) is checked) 9 (c) (iii) is checked.)
 135* Other: _____

136* (c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 5) days prior to Closing Date, a title
 137 insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as
 138 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see
 139 STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance
 140 covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
 141 The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall
 142 be paid, as set forth below

143 (CHECK ONE):

- 144* (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for
 145 closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid
 146 by Buyer to Closing Agent or such other provider(s) as Buyer may select); or
 147* (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing
 148 services related to Buyer's lender's policy, endorsements, and loan closing; or
 149* (iii) **MIAMI-DADE/BROWARD REGIONAL PROVISION:** Seller shall furnish a copy of a prior owner's policy of
 150 title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which
 151 is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien
 152 search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if
 153 applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____ (if left blank,
 154 then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

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

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

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

- 168* (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
 169 Installments prepaid or due for the year of Closing shall be prorated.
 170* (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

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

Buyer's Initials Page 3 of 11 Seller's Initials
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This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.098, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

- 228 12. PROPERTY INSPECTION; RIGHT TO CANCEL:
 229* (a) PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have 10 (if left blank, then 15) days
 230 after Effective Date ("Inspection Period") within which to have such inspections of the Property performed
 231 as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the
 232 Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such
 233 election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the
 234 Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further
 235 obligations under this Contract; however, Buyer shall be responsible for prompt payment for such
 236 inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and
 237 shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall
 238 survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer
 239 accepts the physical condition of the Property and any violation of governmental, building, environmental,
 240 and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance
 241 Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's
 242 lender.
 243 (b) WALK-THROUGH INSPECTION/RE-INSPECTION: On the day prior to Closing Date, or on Closing Date prior to
 244 time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up
 245 walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the
 246 Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement
 247 and has met all other contractual obligations.
 248 (c) SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS: If Buyer's inspection of
 249 the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written
 250 documentation or other information in Seller's possession, knowledge, or control relating to improvements to the
 251 Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with
 252 Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's
 253 obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents
 254 necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling
 255 such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
 256 (d) ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES: At Buyer's option and cost,
 257 Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

258 ESCROW AGENT AND BROKER

- 259 13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and
 260 other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the
 261 State of Florida and, subject to COLLECTION, disburse them in accordance with terms and conditions of this Contract.
 262 Failure of funds to become COLLECTED shall not excuse Buyer's performance. When conflicting demands for the
 263 Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions
 264 permitted by this Paragraph 13, as Agent deems advisable. In doubt as to Agent's duties or liabilities under this
 265 Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its
 266 disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or
 267 Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents
 268 a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such
 269 action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously
 270 delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as
 271 amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow
 272 disbursement order.
 273 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in
 274 any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's
 275 fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be
 276 liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful
 277 breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this
 278 Contract.
 279 14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square
 280 footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals
 281 for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction
 282 contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all
 283 representations (oral, written or otherwise) by Broker are based on Seller representations or public records. BUYER
 284 AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES
 285 FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT
 286 PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.
 288

Buyer's Initials TL
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Seller's Initials CLB

287 Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases
288 Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs
289 and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers,
290 directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by
291 Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii)
292 Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at
293 Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended,
294 including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv)
295 products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by
296 any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective
297 vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will
298 not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,
299 Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

300 DEFAULT AND DISPUTE RESOLUTION

301 15. DEFAULT:

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

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

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

315 16. DISPUTE RESOLUTION:

316 Unresolved controversies, claims and other matters in question between Buyer and Seller
317 arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as
318 follows:

318 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
319 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
320 16(b).

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

327 17. ATTORNEY'S FEES; COSTS:

328 The parties will split equally any mediation fee incurred in any mediation permitted by
329 this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
330 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover
331 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation.
332 This Paragraph 17 shall survive Closing or termination of this Contract.

302 STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

333 18. STANDARDS:

334 A. TITLE:

335 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph
336 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and
337 delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing
338 and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the
339 Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the
340 following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and
341 requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise
342 common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted
343 public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear
344 or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f)

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Seller's Initials *[Signature]*

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

345 assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none
 346 prevent use of Property for RESIDENTIAL PURPOSES. If there exists at Closing any violation of items identified in (b)
 347 - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable
 348 Title Standards adopted by authority of The Florida Bar and in accordance with law.
 349 (II) TITLE EXAMINATION: Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in
 350 writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered
 351 to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to
 352 examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's
 353 notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to
 354 have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with
 355 proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if
 356 Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects
 357 within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a)
 358 extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use
 359 reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with
 360 existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days
 361 after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and
 362 receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If
 363 after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this
 364 Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all
 365 further obligations under this Contract.
 366 B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach
 367 on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental
 368 regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters,
 369 together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer
 370 timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title
 371 defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's
 372 request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the
 373 extent the affirmations therein are true and correct.
 374 C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the
 375 Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.
 376 D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
 377 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits
 378 paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same
 379 information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may
 380 thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any,
 381 differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s)
 382 fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such
 383 information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit,
 384 thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and
 385 assign all leases to Buyer who shall assume Seller's obligations thereunder.
 386 E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement,
 387 claims of lien or potential liens known to Seller and (ii) that there have been no improvements or repairs to the Real
 388 Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within
 389 that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors,
 390 subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general
 391 contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs
 392 which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.
 393 F. TIME: Calendar days shall be used in computing time periods. Time is of the essence in this Contract.
 394 Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates
 395 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a
 396 Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is
 397 located) of the next business day.
 398 G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable
 399 to each other for damages so long as performance or non-performance of the obligation is delayed, caused or
 400 prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual
 401 transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer
 402 or Seller, and which, by: exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to
 403 prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure
 404 prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

403 under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering
406 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
407 further obligations under this Contract.

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

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

413 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or
414 other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no
415 title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

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

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

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

436 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of the
437 day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including
438 special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other
439 expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event
440 premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be
441 made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow
442 deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due
443 allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when
444 current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such
445 assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior
446 year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which
447 improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's
448 millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to
449 the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration
450 based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This
451 STANDARD K shall survive Closing.

452 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall,
453 upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-
454 through (or follow-up walk-through if necessary) prior to Closing.

455 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
456 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not
457 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant
458 to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to
459 complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration
460 exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any
461 unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price,
462 Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby
463 releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree
464 damage by casualty or other natural occurrence shall be cost of pruning or removal.

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

466 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
466 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in
467 all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating
468 party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended
469 or delayed by, such Exchange.

470 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**
471 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be
472 binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the
473 context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the
474 attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given
475 by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including
476 "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be
477 considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as
478 determined by Florida's Electronic Signature Act and other applicable laws.

479 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of
480 Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or
481 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in
482 this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be
483 bound by it.

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

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

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

492 **T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and conditions
493 upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval
494 letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

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

498 **V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** If a seller of U.S. real property is a "foreign
499 person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to
500 withhold 10% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue
501 Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding
502 Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of
503 FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is
504 claimed on the sale of residential property for \$300,000 or less.

505 (i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts proof
506 of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under
507 penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification
508 number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b).
509 Otherwise, Buyer shall withhold 10% of the amount realized by Seller on the transfer and timely remit said funds to the
510 IRS.

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

514 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
515 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received
516 as of Closing, Buyer shall, at Closing, withhold 10% of the amount realized by Seller on the transfer and, at Buyer's
517 option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an
518 escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in
519 accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is
520 rejected or upon terms set forth in the escrow agreement.

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

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

628 W. RESERVED

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

ADDENDA AND ADDITIONAL TERMS

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

- | | | |
|--|---|--|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> X. Kick-out Clause |
| <input checked="" 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 Based Paint Disclosure | <input type="checkbox"/> AA. Licensee-Personal Interest in
Property |
| <input type="checkbox"/> E. FHANA 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"/> Other _____ |
| <input checked="" type="checkbox"/> G. Short Sale | <input type="checkbox"/> S. Lease Purchase/ Lease Option | _____ |
| <input type="checkbox"/> H. Homeowners'/Flood Ins. | <input type="checkbox"/> T. Pre-Closing Occupancy by Buyer | _____ |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> U. Post-Closing Occupancy by Seller | _____ |
| <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 | | |

637 20. ADDITIONAL TERMS: Century 21 Hansen Realty charges a \$225 data storage and management fee to each party they
 638 represent at closing.

639 Seller agrees to contribute 3% of the purchase price towards closing costs and/or pre-paid items at closing.
 640 _____
 641 _____
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COUNTER-OFFER/REJECTION

- 654
 655* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver
 656 a copy of the acceptance to Seller).
 657* Seller rejects Buyer's offer.

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

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

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

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

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567
568* Buyer: South K. King Date: 3/9/15
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573* Buyer: _____ Date: _____
574

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578* Seller: Upbecks Date: 3/16/15
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580
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583* Seller: _____ Date: _____
584

585 Buyer's address for purposes of notice
586* 649 NW 21st Street
587* Pompano Beach, FL 33060
588*

Seller's address for purposes of notice
635 NW 21st Street
Pompano Beach FL 33069

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

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607* Kirk Nicklas
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610* Cooperating Sales Associate, if any
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613* Century 21 Hansen Realty, Inc.
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615* Cooperating Broker, if any

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620* Almee Fogle
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623* Listing Sales Associate
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626* Century 21 Hansen Realty, Inc.
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628* Listing Broker

Addendum to Contract for Residential Sale and Purchase



1 If Initialed by all parties, the terms below will be incorporated into the Contract for Residential Sale and Purchase
2* between Yvette Brooks ("Seller")
3* and Faith K. Irving ("Buyer")
4* concerning the Property described as 636 NW 21st Ave., Pompano Beach, FL 33069

6* () () - () () J. Homeowners' Association: The Property is located in a community with a
7* []voluntary [x]mandatory (see the Disclosure Summary below) homeowners' association ("Association"). Seller's
8 warranty under Paragraph 8 of this Contract, risk of loss under Paragraph 9 of this Contract, or As Is with Right to
9 Inspect Addendum (if applicable) extend only to the Property and does not extend to common areas or facilities
10 described below.

11 Notice: Association documents may be obtained from the county record office or, if not a public record, from the
12 developer or Association manager. The Property may be subject to recorded restrictive covenants governing the use
13 and occupancy of properties in the community and may be subject to special assessments.

14 1. Association Approval: If the Association documents give the Association the right to approve Buyer as a
15 purchaser, this Contract is contingent on such approval by the Association. Buyer will apply for approval within
16* days (5 days if left blank) after Effective Date and use diligent effort to obtain approval, including making
17 personal appearances and paying related fees if required. Seller and Buyer will sign and deliver any documents
18 required by the Association to complete the transfer. If Buyer is not approved, this Contract will terminate; and
19 Buyer's deposit(s) will be refunded unless this Contract provides otherwise.

20 2. Right of First Refusal: If the Association has a right of first refusal to buy the Property, this Contract is contingent
21 on the Association deciding not to exercise such right. Seller will, within 3 days after receipt of the Association's
22 decision, give Buyer written notice of the decision. If the Association exercises its right of first refusal, this
23 Contract will terminate, Buyer's deposit(s) will be refunded unless this Contract provides otherwise, and Seller
24 will pay broker's full commission at Closing in recognition that broker procured the sale.

26 3. Fees: Buyer will pay any application, transfer, and initial membership fees charged by the Association. Seller will
27 pay all fines imposed against the Property as of Closing and any fees the Association charges to provide
28 information about its fees or the Property and will bring maintenance and similar periodic fees and rents on any
29 recreational areas current as of Closing. If, after Effective Date, the Association imposes a special or other
30* assessment for improvements, work, or services, Seller will pay all amounts due before Closing and Buyer will
31 pay all amounts due on or after Closing. If special assessments may be paid in installments []Seller [x]Buyer
32 (Buyer if left blank) will pay installments due after Closing. If Seller is checked, Seller will pay the assessment in
33* full before or at Closing. Seller represents that he/she is not aware of any pending special or other assessment
that has been levied by the Association, except as follows:

34*
36 Seller represents that he/she is not aware of any pending special or other assessment that has been an item on
36 the agenda or reported in the minutes of the Association within 12 months before Effective Date ("Pending"),
37* except as follows:

38*
39 If special or other assessments, levied or Pending, exist as of Effective Date and have not been disclosed
40 above by Seller, then Seller will pay such assessments in full before or at Closing.

41 The following dues, maintenance, and/or fees are currently charged by the Association:
42* \$ 75.00 per Month to Sable Chase Homeowner's Association
43* \$ per to
44* \$ per to

J. Homeowners' Association Addendum (Continued)

4. Damage to Common Elements: If any portion of the common elements is damaged due to fire, hurricanes, or other casualty before Closing, either party may cancel this Contract and Buyer's deposit(s) will be refunded if (i) as a result of damage to the common elements, the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or Buyer elects not to proceed, or (ii) the Association cannot determine the assessment attributable to the Property for the damage at least 5 days before Closing, or (iii) the assessment determined or imposed by the Association attributable to the Property for the damage to the common elements is greater than \$_____ or _____% (1.5% if left blank) of the purchase price.

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

DISCLOSURE SUMMARY FOR (Name of Community): Sable Chase Homeowner's Association

- (a) AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
(b) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
(c) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 75.00 PER Month. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION, SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER
(d) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
(e) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
(f) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER
(g) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
(h) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
(i) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

Buyer acknowledges receipt of this Disclosure Summary before signing this Contract.

Buyer Signature: Sarah K. King Date: 3/9/15

Buyer () () and Seller () () acknowledge receipt of a copy of this page.

CRSP-13 (J. Homeowners' Association Addendum) Rev 313

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SHORT SALE ADDENDUM
TO DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

Property Address: 635 NW 21ST AVE., POMPANO BEACH, FL 33069

The Deposit Receipt and Contract for Sale and Purchase between the undersigned parties (the "Contract"), the defined terms of which are incorporated herein by reference, is hereby amended as follows:

1. Contingency. Seller is indebted to one or more lender(s) or other parties whose debt is secured by an enforceable lien against the Real Property (collectively, the "Lien Holders"). The Seller's proceeds from the closing of this Contract will be inadequate to pay the Lien Holders in full. This Contract is contingent, and shall remain contingent, upon the Lien Holders' approval of this Contract and acceptance of less than the full payoff amount in exchange for the release of the Real Property so that all of Seller's payoffs and expenses shall be paid from the purchase price (the "Approval").

2. Approval Deadline. If Approval is not received within 90 calendar days the Effective Date (60 calendar days if this blank is not filled in) (the "Approval Deadline"), either party may terminate this Contract by delivery of written notice to the other party or its Authorized Representative, and if such notice is delivered, Buyer's deposit shall be refunded in full, and the Contract shall be null and void.

3. Seller's Obligations. Seller shall immediately submit all requested documentation to and shall fully cooperate with the Lien Holders and shall instruct Lien Holders to provide approval status updates and communicate with Buyer and all Authorized Representatives. Seller acknowledges that Seller shall receive no proceeds from the closing of this transaction.

4. Buyer's Obligations. Buyer shall fully cooperate with Seller and Lien Holders and keep all Authorized Representatives fully advised as to the progress of Buyer's financing, if any. Buyer acknowledges that the Lien Holders are not a party to the Contract and therefore is are not obligated to approve the Contract or to effectuate a short sale involving the Contract after approving the Contract and its terms. Buyer further acknowledges that Seller is not liable for delays caused by the Lien Holders or costs and expenses incurred by Buyer under the Contract if the Lien Holders do not complete the short sale after the Lien Holders approves.

5. Closing Agent. The Closing Agent shall be selected as provided in the Contract, provided that such Closing Agent shall first agree to fully cooperate with the Lien Holders in order to obtain Approval and close this transaction.

6. Closing Date. Buyer and Seller agree to extend the Closing Date in the Contract, not to exceed _____ calendar days (30 calendar days if this blank is not filled in) if the Lien Holders requires additional time to complete the short sale transaction.

Sarah K. Spring _____
Buyer Date 3/7/15

UPBECK _____
Seller Date 3/16/15

Buyer Date

Seller Date