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CLOSING

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4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or before May 4, 2012, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller-provided title evidence, surveys, association documents and other items.

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5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's checks if Seller requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

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(a) **Seller Costs:** Seller will pay taxes on the deed and recording fees for documents needed to cure title; title evidence (if applicable under Paragraph 8); Other: _____

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(b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements; loan expenses; lender's title policy at the simultaneous issue rate; inspections; survey and sketch; insurance; Other: _____

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(c) **Title Evidence and Insurance: Check (1) or (2):**

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(1) The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment. Seller Buyer will select the title agent. Seller Buyer will pay for the owner's title policy, search, examination and related charges. Each party will pay its own closing fees.

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(2) Seller will provide an abstract as specified in Paragraph 8(a)(2) as title evidence. Seller Buyer will pay for the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

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(d) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions. **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT 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 FURTHER INFORMATION.**

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(e) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and Buyer will pay all other amounts.

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(f) **Tax Withholding:** If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 10% of the amount realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) Seller provides Buyer with an affidavit that Seller is not a "foreign person", (2) Seller provides Buyer with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is \$300,000 or less, Buyer is an individual who purchases the Property to use as a residence, and Buyer or a member of Buyer's family has definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires Buyer and Seller to have a U.S. federal taxpayer identification number ("TIN"). Buyer and Seller agree to execute and deliver as directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent.

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Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.



112 If **Seller** applies for a withholding certificate but the application is still pending as of closing, **Buyer** will place the 10% tax in
113 escrow at **Seller's** expense to be disbursed in accordance with the final determination of the IRS, provided **Seller** so requests
114 and gives **Buyer** notice of the pending application in accordance with Section 1445. If **Buyer** does not pay sufficient cash at
115 closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the
116 requirement. **Buyer** will timely disburse the funds to the IRS and provide **Seller** with copies of the tax forms and receipts.
117 **(g) 1031 Exchange:** If either **Seller** or **Buyer** wishes to enter into a like-kind exchange (either simultaneously with closing or
118 after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects
119 to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability
120 or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

121 PROPERTY CONDITION

122 **6. LAND USE:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions
123 resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and
124 grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's
125 condition without the **Buyer's** prior written consent.

126 **(a) Flood Zone:** **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which
127 flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and
128 rebuilding in the event of casualty.

129 **(b) Government Regulation:** **Buyer** is advised that changes in government regulations and levels of service which
130 affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study
131 Period has expired or if **Buyer** has checked choice (c)(2) below.

132 **(c) Inspections:** (check (1) or (2) below)

133* **(1) Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 90 days from Effective Date ("Feasibility Study
134* Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for recreational
135* park use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental
136 assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to
137 determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and
138 zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other
139 utilities; consistency with local, state and regional growth management plans; availability of permits, government
140 approvals, and licenses; and other Inspections that **Buyer** deems appropriate to determine the Property's suitability
141 for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate
142 government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or
143 rezoning approvals.

144 **Seller** gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility
145 Study Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and
146 assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless
147 from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability
148 incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of
149 any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a
150 construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not
151 close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the Inspections and
152 return the Property to the condition it was in prior to conduct of the Inspections, and (2) release to **Seller** all reports
153 and other work generated as a result of the Inspections.

154 **Buyer** will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's**
155 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement
156 will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property
157 is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed
158 terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow
159 Agent receives proper authorization from all interested parties.

160* **(2) No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being
161 satisfied that either public sewerage and water are available to the Property or the Property will be approved for the
162 installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations
163 and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental
164 conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

165 **(d) Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any
166 contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots,
167 parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into
168 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may
169 cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes
170 this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be
171 refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

172 **7. RISK OF LOSS; EMINENT DOMAIN:** If any portion of the Property is materially damaged by casualty before closing,
173 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,

174* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.

175 or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract
176 by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in
177 accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

178 TITLE

179 **8. TITLE:** **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative
180 or guardian deed as appropriate to **Seller's** status.

181 **(a) Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in
182 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of
183 which prevent **Buyer's** intended use of the Property as recreational park: covenants, easements and
184 restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if
185 there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at
186 or before closing. **Seller** will deliver to **Buyer** **Seller's** choice of one of the following types of title evidence,
187 which must be generally accepted in the county where the Property is located (specify in Paragraph **5(c)** the selected
188 type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

189 **(1) A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and
190 subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

191 **(2) An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be
192 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the
193 Property recorded in the public records of the county where the Property is located and certified to Effective Date.
194 However if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer
195 as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format
196 acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent,
197 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to
198 **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

199 **(b) Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt
200 of title evidence but no later than closing, of any defects that make the title unmarketable. **Seller** will have 30 days from
201 receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the
202 defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on
203 Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to
204 cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from
205 receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

206 **(c) Survey:** **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written
207 notice to **Seller**, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on
208 the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any
209 such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations
210 will be determined in accordance with subparagraph **(b)** above. If any part of the Property lies seaward of the coastal
211 construction control line, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's
212 location on the property, unless **Buyer** waives this requirement in writing.

213 MISCELLANEOUS

214 **9. EFFECTIVE DATE; TIME:** The "Effective Date" of this Contract is the date on which the last of the parties initials or
215 signs the latest offer. **Time is of the essence for all provisions of this Contract.** All time periods expressed as days will
216 be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal
217 holidays). If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business
218 day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the
219 appropriate day.

220 **10. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. **Buyer's**
221 **failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies**
222 **will render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any**
223 **notice, document or item given to or received by an attorney or Broker (including a transaction broker) representing a**
224 **party will be as effective as if given to or by that party.**

225 **11. COMPLETE AGREEMENT:** This Contract is the entire agreement between **Buyer** and **Seller**. **Except for brokerage**
226 **agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.**
227 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound.
228 This Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications
229 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten
230 or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or
231 becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Buyer** and **Seller** will use diligence
232 and good faith in performing all obligations under this Agreement. This Contract will not be recorded in any public records.

233 **12. ASSIGNABILITY; PERSONS BOUND:** **Buyer** may not assign this Contract without **Seller's** written consent. The terms
234 "**Buyer**," "**Seller**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors,
235 personal representatives and assigns (if permitted) of **Buyer**, **Seller** and Broker.

236 **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

DEFAULT AND DISPUTE RESOLUTION

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238 **13. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort,
239 **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without
240 waiving the right to seek damages or to seek specific performance as per Paragraph 14. **Seller** will also be liable to Broker for
241 the full amount of the brokerage fee. (b) **Buyer Default:** if **Buyer** fails to perform this Contract within the time specified, including
242 timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated
243 damages or to seek specific performance as per Paragraph 14; and Broker will, upon demand, receive 50% of all deposits
244 paid and agreed to be paid (to be split equally among cooperating brokers except when closing does not occur due to **Buyer**
245 not being able to secure Financing after providing a Commitment, in which case Broker's portion of the deposits will go solely
246 to the listing broker) up to the full amount of the brokerage fee.

247 **14. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims, and other matters in
248 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

249 (a) **Disputes concerning entitlement to deposits made and agreed to be made:** **Buyer** and **Seller** will have 30 days from
250 the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent
251 will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the
252 Florida Real Estate Commission. **Buyer** and **Seller** will be bound by any resulting award, judgement, or order.

253 (b) **All other disputes:** **Buyer** and **Seller** will have 30 days from the date a dispute arises between them to attempt to
254 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding
255 arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any
256 remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will
257 state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will
258 be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related
259 disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the
260 licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

261 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by
262 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a
263 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA")
264 or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a
265 process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose
266 decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed
267 on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and
268 will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration
269 award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable
270 attorneys' fees, costs and expenses.

ESCROW AGENT AND BROKER

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272 **15. ESCROW AGENT:** **Buyer** and **Seller** authorize Escrow Agent to receive, deposit and hold funds and other items in
273 escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms
274 of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for
275 misdelivery of escrowed items to **Buyer** or **Seller**, unless the misdelivery is due to Escrow Agent's willful breach of this
276 Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the
277 filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
278 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims
279 against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

280 **16. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises **Buyer** and **Seller** to verify all facts and representations
281 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,
282 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.)
283 and for tax, property condition, environmental and other specialized advice. **Buyer** acknowledges that Broker does not
284 reside in the Property and that all representations (oral, written or otherwise) by Broker are based on **Seller**
285 representations or public records. **Buyer** agrees to rely solely on **Seller**, professional inspectors and governmental
286 agencies for verification of the Property condition and facts that materially affect Property value. **Buyer** and **Seller**
287 respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and
288 Broker's officers, directors, agents and employees in connection with or arising from **Buyer's** or **Seller's** misstatement or
289 failure to perform contractual obligations. **Buyer** and **Seller** hold harmless and release Broker and Broker's officers,
290 directors, agents and employees from all liability for loss or damage based on (1) **Buyer's** or **Seller's** misstatement or
291 failure to perform contractual obligations; (2) Broker's performance, at **Buyer's** and/or **Seller's** request, of any task
292 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or
293 retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. **Buyer**
294 and **Seller** each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not
295 relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract.
296 This paragraph will survive closing.

297 **17. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to Closing**
298 **Agent:** **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in

299 **Buyer** (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.

300 separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent
301 Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will
302 disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of
303 compensation made by Seller or listing broker to cooperating brokers.

304* _____ Larry Baker and Assoc.
305* Selling Sales Associate/License No. _____ Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) _____

306* _____ Investment Florida Realty, LLC
307* Listing Sales Associate/License No. _____ Listing Firm/Brokerage fee: (\$ or % of Purchase Price) _____

308 **ADDITIONAL TERMS**

309* **18. ADDITIONAL TERMS:**
310* **See the attached Exhibit "B"**

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358* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

359 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

360

OFFER AND ACCEPTANCE

361* (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)

362 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a
363 copy delivered to Buyer no later than _____ a.m. p.m. on _____, _____, this offer will be
364 revoked and Buyer's deposit refunded subject to clearance of funds.

365* Date: _____ Buyer: _____
366* Print name: _____ City of Tarpon Springs _____

367* Date: _____ Buyer: _____
368* Phone: _____ Print name: _____
369* Fax: _____ Address: _____
370* E-mail: _____

371* Date: _____ Seller: _____
372* Print name: _____ Linger Longer Mobile HP, LLC _____

373* Date: _____ Seller: _____
374* Phone: _____ Print name: _____
375* Fax: _____ Address: _____
376* E-mail: _____

377

COUNTER OFFER/ REJECTION

378* Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a
379* copy of the acceptance to Seller by 5:00 p.m. on _____, _____). Seller rejects Buyer's offer.

380* Effective Date: _____ (The date on which the last party signed or initialed acceptance of the final offer.)

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

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EXHIBIT "A"

PARCEL I: Parcel ID # 02/27/15/90810/000/0040

That part of Lots 4, 5, 6 and 7, TIETZ ALOTMENT, according to plat thereof recorded in Plat Book 6, Page 52, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, and that tract between said lots and the waters of Anclote River, described as follows:

Beginning at the Southeast corner of Government Lot 4, Section 2, Township 27 South, Range 15 East, run thence North 045°58' West, 784.1 feet; thence run South 89°47'04" West 33 feet, for a Point of Beginning; thence continuing South 89°48'04" seconds West 422.64 feet, to a concrete post; thence South 34°53'14" seconds West, 593.42 feet to an iron stake on the North bank of the Anclote River; thence North 40°04'11" West, 103.3 feet along said bank of Anclote River to a concrete post; thence North 28°31'20" East, 297.61 feet, to a concrete monument; thence North 0°24'13" East, 650.93 feet to a concrete post 33 feet South of the center line of Anclote Road; thence run North 89°11'02" East, 617.07 feet, to point of curve to the right, said curve having an angle of 89°57' and a radius of 67 feet; thence run along said curve 89°57'; thence South 0°45'58" East, 446.0 feet to the Point of Beginning.

PARCEL II: Parcel ID # 02/27/15/00000/440/0400

Commence at a post on the North bank of Anclote River at the Northwestern corner of one acre of land conveyed to J. A. Sheffield by Hiram F. Pent and Lucy L. Pent, his wife, by deed dated May 1, 1885, now shown in Deed Book "O", Page 240, Public Records of Hillsborough County, Florida, and running thence South 71 3/4° East, 4.75 chains to a post; thence South 77 1/2° East, 7.04 chains to a post at the Southwest corner of Section 1, Township 27 South, Range 15 East; thence North 12 chains to a post; thence West 7 chains to a post; thence South 35 1/2° West, 9 chains to a post on the North bank of the Anclote River; thence by said bank South 28° East, 1.93 chains to place of beginning, being a part of Government Lot 4, Section 2, Township 27 South, Range 15 East.

Exhibit "B"
ADDITIONAL TERMS

Contingent on Appraisal: Sellers acknowledge Buyer's requirement that the property must be appraised equal to or greater than the contract price (\$4,000,000.00). Both parties shall hire separate qualified appraisers listed on Pinellas County's master approved list of appraisers, said appraisals shall be completed within 45 days of the effective date of this contract and shall be subject to the following:

1) In the event the Buyer's appraisal asserts a value equal to or greater than the contract price then the appraisal contingency shall be satisfied, and the contract price shall remain \$4,000,000.00.

2) In the event the Buyer's appraisal asserts a value less than the contract price and the Sellers appraisal asserts a value greater or equal to the contract price, then the appraisers shall be instructed to reconcile their differences and be given 21 days to do so. If the reconciled value is equal to or greater than the contract price then the appraisal contingency shall have been met, and the purchase price shall remain \$4,000,000.00. If the reconciled appraisal value is less than the contract price either party shall have the right to cancel the contract and its terms, or both parties may agree to a new contract price, either of which shall be done within an additional 21 days from the delivery of the reconciled value (a new contract price will satisfy the appraisal contingency, all other terms and conditions of the contract will remain in full force and effect). Should either party cancel the contract or should the parties fail to agree to a new contract price within said 21 day timeframe the contract shall be null and void, with all deposits being returned to Buyer and each party paying for their own fees and costs involved with the contract.

3) In the event both the Seller's and Buyer's appraisals assert values less than the contract price, both parties may agree to a new contract price within an additional 21 days from the delivery of the second appraisal value (a new contract price will satisfy the appraisal contingency, all other terms and conditions of the contract will remain in full force and effect); or either party shall have the right to cancel the contract and its terms within said 21 day time frame. Should either party cancel the contract or should the parties fail to agree to a new contract price within said 21 day timeframe the contract shall be null and void, with all deposits being returned to Buyer and each party paying for their own fees and costs involved with the contract.

Contingent on Public Referendum: This contract is contingent on an affirmative vote of the electorate to approve the purchase of the subject real property as outlined in this contract. Buyer shall make good faith efforts to perform all acts necessary to place the referendum question on the ballot at the first available election in 2012, but in no event shall the election be later than March 20, 2012. If, for any reason outside Buyer's control it is not possible to place the referendum question on a ballot on or before March 20, 2012, the Buyer and Seller may agree on or before March 20, 2012 to extend this contract and its terms, should the parties not agree to said extension within said timeframe this contract and its terms shall be null and void, with all

deposits being returned to Buyer and each party paying their own fees and costs involved with this contract. Furthermore, if there should be a lawsuit against Buyer or Buyer's officials, officers or employees regarding Buyer's purchase of the property, regarding the placement of the referendum question on a ballot, regarding the language of the referendum question, or any other legal challenge to the purchase of the property, Buyer shall not be obligated to close on the property until it has been judicially determined that the Buyer has the legal authority to purchase the property. Should the referendum vote not approve this transaction, or should it be judicially determined that Buyer does not have the authority to purchase the property, this contract and its terms shall be null and void, with all deposits being returned to Buyer and each party paying their own fees and costs involved with this contract.

Contingent on Bond (Financing) Approval: This contract is contingent upon the Buyer receiving within 30 days of the certification of an affirmative referendum vote a commitment and approval from a lending institution for financing of the full purchase price (less escrow deposits) at the prevailing interest rate and loan charges based on Buyer's creditworthiness. If Buyer, after using due diligence and good faith, cannot obtain the financing within the 30 day financing period, either party may cancel this contract by providing timely written notification to the other party, making the contract null and void, with all deposits being returned to Buyer and each party paying their own fees and costs involved with this contract.

1031 Exchange: Buyers agree to cooperate with Sellers in a 1031 exchange, but Seller's inability to select a 1031 exchange on or before closing shall not give cause to terminate this contract. Buyer shall not incur any additional liability, fees, costs, or expense related to Seller's 1031 Exchange.

Charitable Contribution: Buyers agree to cooperate with Sellers should they apply for or request a Charitable Contribution based on this transaction, but Seller's inability to qualify or be allowed a Charitable Contribution on or before closing shall not give cause to terminate this contract. Buyer shall not incur any additional liability, fees, costs, or expense related to Seller's Charitable Contribution.

Seller's Due Diligence Documents: Upon execution hereof (or prior to execution hereof), Seller shall provide one copy of each of the following materials listed (the "Due Diligence Materials") to **Buyer**, including a full Seller's disclosure:

1. Copies of the Seller's Owner's title insurance policy (as well as any title insurance policies issues for the benefit of any mortgage lender subsequent to Seller's acquisition), together with true, correct and complete copies of any and all title documents referenced therein.
2. Copies of all original certificates of occupancy.
3. A letter confirming the property and its improvements and parking are in compliance with zoning ordinance requirements.
4. A copy of all easements and other agreements pertinent to site drainage and utilities.

5. Copies of any agreements with the highway department or any other state or local government agency.
6. Copies of the three most recent years property tax bills.
7. A copy of all leases currently in effect at the property with all exhibits and amendments.
8. As-built survey.
9. A copy of the most recent environmental report.
10. Copy of current rent roll.
11. A copy of all vendor/service contracts.
12. Utility account numbers and vendors.
13. List of all Personal Property.
14. Copy of most recent appraisal.
15. Seller's Disclosure
16. A copy of any and all environmental reports in Seller's possession
17. Any and all documentation pertaining to the ability to construct, or obtain proper permitting and/or approval to construct a boat ramp on the property and or the submerged lands adjacent thereto.

Additional Document: Not less than ten (10) days prior to closing date, Seller shall execute and deliver to Buyer the Affidavit of Disclosure of Beneficial Interests according to F.S. § 286.23.

Broker/Agent Commission: Seller shall pay any and all Broker and or Agent commissions due at closing to Larry Baker and Associates and Investment Florida Realty, LLC. Buyer shall not be liable for any commissions should this contract be terminated under its terms.

Date: _____

Date: _____

 Seller,
 Linger Longer Mobile H.P., LLC.

 Buyer
 The City of Tarpon Springs, a
 Florida Municipal Corporation

**AFFIDAVIT OF DISCLOSURE
OF
BENEFICIAL INTERESTS;
§286.23 FLORIDA STATUTES**

Before me, the undersigned authority, personally appeared _____,

who being by me first duly sworn, on oath, depose(s) and say(s) that:

1. I have personal knowledge of the foregoing facts.
2. This Affidavit is given under the penalty of perjury.
3. It is the purpose of this Affidavit to fully comply with the requirements of §286.23 of the Florida Statutes. The property owned by **Linger Longer Mobile H.P., LLC., a Florida limited liability corporation**, is being conveyed to **City of Tarpon Springs, a municipal corporation of the State of Florida**.
4. This disclosure is made to the City Manager of the City of Tarpon Springs, **Mark LeCouris**, and has been delivered to the City Attorney not less than 10 days prior to _____, 2012, the identified date of the closing on the subject property.
5. The subject property is all property owned by **Linger Longer Mobile H.P., LLC., a Florida limited liability corporation**, located within Pinellas County, Florida and legally described as:

SEE ATTACHED EXHIBIT "A"

Parcel ID: (02/27/15/90810/000/0040)
(02/27/15/00000/440/0400)

6. The undersigned has received written notice by registered mail from the City Attorney of the City of Tarpon Springs, James L. Yacavone, III, or has waived the same, which has informed the undersigned of the obligation to make this disclosure

and that this disclosure must be made under oath and is subject to the penalties described for perjury.

7. My name and address are:

8. The name and address of all persons having a beneficial interest in the real property being conveyed to the City of Tarpon Springs are as follows:

By: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument upon oath of Affiant was acknowledged before me this _____ day of _____, 2011, by _____ who [] is personally known to me or [] has produced a _____ driver's license or _____ as identification.

Notary Public

EXHIBIT "A"

PARCEL I: Parcel ID # 02/27/15/90810/000/0040

That part of Lots 4, 5, 6 and 7, TIETZ ALOTMENT, according to plat thereof recorded in Plat Book 6, Page 52, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, and that tract between said lots and the waters of Anclote River, described as follows:

Beginning at the Southeast corner of Government Lot 4, Section 2, Township 27 South, Range 15 East, run thence North 045°58' West, 784.1 feet; thence run South 89°47'04" West 33 feet, for a Point of Beginning; thence continuing South 89°48'04" seconds West 422.64 feet, to a concrete post; thence South 34°53'14" seconds West, 593.42 feet to an iron stake on the North bank of the Anclote River; thence North 40°04'11" West, 103.3 feet along said bank of Anclote River to a concrete post; thence North 28°31'20" East, 297.61 feet, to a concrete monument; thence North 0°24'13" East, 650.93 feet to a concrete post 33 feet South of the center line of Anclote Road; thence run North 89°11'02" East, 617.07 feet, to point of curve to the right, said curve having an angle of 89°57' and a radius of 67 feet; thence run along said curve 89°57'; thence South 0°45'58" East, 446.0 feet to the Point of Beginning.

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Commence at a post on the North bank of Anclote River at the Northwestern corner of one acre of land conveyed to J. A. Sheffield by Hiram F. Pent and Lucy L. Pent, his wife, by deed dated May 1, 1885, now shown in Deed Book "O", Page 240, Public Records of Hillsborough County, Florida, and running thence South 71 3/4° East, 4.75 chains to a post; thence South 77 1/2° East, 7.04 chains to a post at the Southwest corner of Section 1, Township 27 South, Range 15 East; thence North 12 chains to a post; thence West 7 chains to a post; thence South 35 1/2° West, 9 chains to a post on the North bank of the Anclote River; thence by said bank South 28° East, 1.93 chains to place of beginning, being a part of Government Lot 4, Section 2, Township 27 South, Range 15 East.