



SALES CONTRACT (RESIDENTIAL IMPROVED PROPERTY)



SELLER: LESLIE ROLLINS

BUYER: Michael G. Costabile

SELLER: _____

BUYER: Susan M. Costabile

ADDRESS: 5420 WORTHINGTON LN, U2-104,

ADDRESS: 15 Pembroke Street Williston Park, NY

NAPLES, FL 34110

11596

1 UPON ACCEPTANCE OF THE OFFER OR COUNTEROFFER, SELLER has agreed to sell and BUYER has agreed to buy, UPON THE
2 FOLLOWING TERMS AND CONDITIONS, the real property hereafter legally described, and all non-leased fixtures (the "Real Property")
3 together with the following items existing on the Effective Date: built-in appliances and beverage cooler(s)/dispenser(s); attached lighting;
4 ceiling fan(s); built-in shelving/closet fittings; wall-to-wall carpeting; integrated home automation, audio-visual, home entertainment and/or
5 home sound systems including all operational components and software; hurricane/storm shutters and panels; central vacuum system
6 including hoses; intercom system; water softener/purification system; built-in home generator; security/surveillance system including cameras;
7 drapery rods; television brackets (excluding televisions); decorative shutters; and pool equipment; and _____
8

9 (the Real Property and the above items are collectively referred to as the "Property"), and together with the following personal property existing
10 on the Effective Date: refrigerator(s); range(s); dishwasher(s); microwave(s); washer(s); dryer(s); draperies, curtains, blinds, shades and other
11 window treatments; garage door opener(s)/remote(s); keys, fobs and other access devices (including to community property); pool or solar
12 cover; child pool safety fence, and automated pool cleaning equipment, and **turnkey furnished to be documented in an**
13 **inventory list to be provided to buyers within 2 days of effective date. See addendum to sales contract.**
14 and the additional personal property, if any listed on the attached inventory or list (the "Personal Property").

15 The following items are excluded: _____.

16 The Personal Property shall be free from liens and is deemed without value, left for the convenience of the parties, and transferred without
17 consideration, unless otherwise agreed to by the parties.

18 The address of the Property is: 5420 WORTHINGTON LN - U2-104, NAPLES, FL 34110

19 **LEGAL DESCRIPTION OF THE PROPERTY:**

20 OSPREY ISLE I AT CARLTON LAKES A CONDOMINIUM BLDG U2-104, COLLIER County, Florida.

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

23 If applicable, SELLER shall convey SELLER's exclusive right to use the following: Parking Space(s) # 104,
24 Garage(s) # _____, Cabana(s) # _____, Storage Locker(s) # _____, Boat Dock(s) or Slip(s) # _____, and other
25 common elements and common areas to which SELLER has an exclusive right of use and the right to convey.

26 **1. PURCHASE PRICE:** The purchase price (U.S. currency), which is allocated to the Property

27 only unless otherwise stated, shall be payable as follows:\$ 238,000.00

28 **A.** Initial Deposit to be held in escrow\$ 7,140.00

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

30 ☐ accompanies offer ☐ is due on the Effective Date ☒ is due not later than 3 days after the Effective Date.

31 Additional Deposit to be received in escrow not later than 15 days after the

32 Effective Date\$ 16,660.00

33 **B.** Proceeds of mortgage, if any [See Paragraph 4.B.]\$ 0.00

34 **C.** Proceeds of SELLER mortgage, if any [see Paragraph 4.C.]\$ 0.00

35 **D.** Other:\$ 0.00

36 **E.** Balance of the purchase price, payable from BUYER to the closing agent
37 at closing, subject to adjustments and prorations, of approximately\$ 214,200.00

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Closing funds and all deposit funds tendered to the closing agent within 15 days prior to closing shall be paid by wire transfer. All international funds shall be paid by wire transfer. All deposits are subject to collection.

2. **PERIOD OF OFFER AND COUNTER-OFFER; EFFECTIVE DATE:** This offer is revoked if not accepted and the signed offer delivered to offeror, by 12:00 ☐ AM ☒ PM on April 17, 2018 {Insert Date}. Any counter-offer is revoked if not accepted and the signed counter-offer delivered to counter-offeror not later than _____ days [2 days if left blank] after delivery of the counter-offer.

The Effective Date of this Contract shall be the last date either SELLER or BUYER signs or initials this Contract. ALL CHANGES TO THE OFFER OR COUNTER-OFFER MUST BE INITIALED AND DATED. THE LATEST DATE SET FORTH ON THIS CONTRACT BY EITHER PARTY'S SIGNATURE OR INITIALS SHALL BE THE EFFECTIVE DATE.

3. **CLOSING DATE; TIME OF THE ESSENCE; CLOSING LOCATION; CLOSING AGENT; POSSESSION:** Closing shall occur on May 15, 2018 {Insert Date} (the "Closing Date"). Time is of the essence as to the Closing Date. Closing shall occur in the county where the Property is located, at an office designated by the closing agent, who shall be selected by BUYER. BUYER shall be the legal owner of the Property as of the closing, and SELLER shall vacate and give possession of the Property at the closing. SELLER shall leave the dwelling(s) on the Property in broom-clean condition and the entire Property free of debris.

4. **METHOD OF PAYMENT [SELECT ONE. IF NO SELECTION IS MADE, A. SHALL APPLY]:** ☒ A. **CASH/FINANCING WITHOUT CONTINGENCY:** BUYER will pay cash, but may obtain a loan for the purchase of the Property; however there is no financing contingency. If BUYER elects to finance BUYER's purchase of the Property through a creditor/lender, BUYER shall be required to timely perform all BUYER's obligations under the Contract and to close on the Closing Date, notwithstanding any terms and conditions imposed by BUYER's creditor/lender and/or any applicable disclosure, delivery and compliance requirements of the Consumer Financial Protection Bureau Integrated Mortgage Disclosure Rule ("CFPB Rule"); ☐ B. **FINANCING CONTINGENCY:** Subject to the provisions of this paragraph, BUYER's obligation to purchase the Property is contingent upon BUYER obtaining a loan, unless waived by BUYER as set forth below, in at least the amount shown in 1.B. above, to be secured by a mortgage on the Property at [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: ☐ (1) an initial or ☐ (2) fixed rate of interest not exceeding _____% per year, for an amortized term of _____ years [30 years if left blank]. BUYER shall make loan application as defined in the CFPB Rule ("Loan Application") not later than _____ days after the Effective Date [5 days if left blank], and shall make a continuing good faith and diligent effort to obtain said loan and comply with all applicable requirements of the creditor/lender and CFPB Rule relating to the loan process. If BUYER fails to waive this financing contingency on or before _____ {Insert Date} [45 days after the Effective Date if left blank], either SELLER or BUYER may terminate this Contract at any time. BUYER's termination under this contingency must be accompanied by either (i) an Equal Credit Opportunity Act statement of adverse credit action issued by a creditor/lender confirming that mortgage financing on the terms set forth in this Contract was denied on grounds that either the Property was unacceptable to the creditor/lender or the BUYER financially failed to qualify for said financing terms, or (ii) other evidence from the creditor/lender that BUYER has made Loan Application and made diligent and good faith efforts to meet all applicable requirements of the creditor/lender and the CFPB Rule, but has received neither loan approval nor loan denial from the creditor/lender. SELLER's right to terminate shall cease to exist if BUYER waives this financing contingency prior to SELLER giving BUYER notice of termination. IF BUYER WAIVES THIS CONTINGENCY AND IS UNABLE TO CLOSE ON THE CLOSING DATE DUE TO A DELAY CAUSED SOLELY BY THE CREDITOR/LENDER AND/OR NECESSITATED BY THE CFPB RULE, BUYER MAY EXTEND THE CLOSING DATE UP TO 10 DAYS FOR CFPB RULE COMPLIANCE AND TO ACCOMMODATE RECEIPT AND EXECUTION OF THE LOAN PACKAGE AND LOAN FUNDING. Delivery of documentation evidencing loan commitment or loan approval shall not constitute a waiver of the financing contingency. BUYER acknowledges that once BUYER waives this financing contingency, BUYER's deposit monies are no longer refundable under this Paragraph 4. ☐ C. **SELLER FINANCING.** The "Addendum to Sales Contract Seller Financing" is attached hereto and made a part hereof.

5. **CDD/MSTU SPECIAL TAX DISTRICTS:** The Property ☐ is ☒ is not located within a Community Development District ("CDD") or Municipal Service or Benefit Taxing Unit ("MSTU"). BUYER will at closing assume any outstanding capital assessment balance. If the Property is located within a CDD or MSTU, and if there is any outstanding capital balance, BUYER should not execute this Contract until BUYER has received and signed the "Addendum to Sales Contract CDD/MSTU Assessments Disclosure" or similar written

81 disclosure from SELLER setting forth the approximate outstanding capital assessment balance, which BUYER will assume at
82 closing.

83 **6. CONDOMINIUM/HOMEOWNER ASSOCIATION AND GOVERNMENTALLY IMPOSED LIENS AND SPECIAL ASSESSMENTS.**

84 SELLER shall pay the full amount of condominium/homeowner association special assessments and governmentally imposed liens or special
85 assessments (other than CDD/MSTU assessments which are addressed in Paragraph 5), which, on or before the Effective Date, are a lien or a
86 special assessment that is certain as to (a) the identity of the lienor or assessor, and (b) the property subject to the lien or special assessment,
87 and (c) the amount of the lien or special assessment. If, as of the Effective Date, there are any pending liens or special assessments (liens or
88 special assessments other than those described above) which are not SELLER's obligation as set forth above and which were not disclosed in
89 writing to BUYER by SELLER prior to or concurrent with the execution of this Contract, and which exceed 1% of the purchase price, BUYER
90 may terminate this Contract, unless SELLER agrees in writing to pay the portion of such pending liens or special assessments in excess of 1%
91 of the purchase price, and SELLER agrees to pay into escrow at closing a reasonable sum to insure that the excess will be paid.

92 **7. EXISTING LEASES WITH POST-CLOSING OCCUPANCY.** ☐ If this box is checked, the Property is subject to one or more leases
93 and/or rental agreements (collectively "Leases") in effect as of the Effective Date with occupancy occurring after the closing. SELLER shall
94 deliver complete information regarding the terms of said Leases and copies of all written Leases (collectively the "Lease Information") to
95 BUYER not later than 5 days after the Effective Date. BUYER shall have 5 days after receipt of the Lease Information to review the same, and
96 may terminate this Contract not later than 5 days after receipt of the Lease Information if, in BUYER's sole discretion, the Lease Information is
97 unacceptable. If SELLER fails to timely deliver the Lease Information, BUYER may terminate this Contract not later than 10 days after the
98 Effective Date.

99 **8. INSPECTIONS; WAIVER [SELECT ONE. IF NO SELECTION IS MADE, A. SHALL APPLY]:** ☒ **A. INSPECTIONS:** BUYER reserves
100 the right to conduct the inspections provided for in Standard D.2. a. and the rights and remedies provided for in Standard D.2. b. shall apply; OR
101 ☐ **B. DUE DILIGENCE/INSPECTIONS:** BUYER reserves the right to conduct the inspections provided for in the attached "Addendum
102 to Sales Contract "As Is" Sale of Property/Due Diligence," OR ☐ **C. WAIVER:** BUYER waives all inspection rights and remedies and
103 accepts the Property in its "as is" condition on the Effective Date, including the conditions disclosed in Standard D.1. and/or in Other Terms
104 and Conditions; however, BUYER retains the walk-through inspection rights set forth in Standard D.2.c (2), (3), and (4) and SELLER's
105 obligation to maintain the Property and Personal Property in accordance with Standard D.2.d. remains in effect.

106 **REAL ESTATE TRANSACTION STANDARDS**

107 **STANDARD A—TITLE; TITLING INSTRUCTIONS; ASSIGNMENT; TAX DEFERRED EXCHANGE.**

108 **1. MARKETABLE TITLE:** Title to the Property shall be good and marketable according to the Uniform Title Standards promulgated by the
109 Florida Bar, and have legal access, subject only to the following exceptions: (a) ad valorem and non-ad valorem real property taxes for the
110 year of closing and subsequent years; (b) zoning, building code and other use restrictions imposed by governmental authority; (c) outstanding
111 oil, gas and mineral interests of record, if any; and (d) restrictions, reservations and easements common to the subdivision, provided that none
112 of the foregoing shall prevent use of the Property for residential purposes.

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

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

120 **STANDARD B—TITLE EVIDENCE; EXAMINATION; DEFECTS; LEGAL ACCESS; CLEARANCE.** Not later than 10 days after the Effective
121 Date, SELLER shall furnish to BUYER a complete copy of SELLER's owner's title insurance policy. If the Property is located in Collier County
122 and SELLER fails to furnish a copy of the policy within the above time period, SELLER shall give BUYER a \$150.00 credit at closing in lieu
123 thereof. BUYER shall have 30 days after the Effective Date ("Examination Period") for examination of title and determination of legal access.
124 BUYER's obligation to purchase is conditioned on the Property having legal access to and from a public right of way sufficient for residential
125 use. If title is found defective or legal access is found to be lacking, BUYER shall, within the Examination Period, notify SELLER specifying the
126 title defect(s) or lack of legal access, and furnish copies of the title evidence and instruments evidencing such title defect(s) or lack of legal
127 access. If the title defect(s) render(s) title unmarketable, or if SELLER cannot deliver possession, or if there is no legal access, SELLER shall
128 have 30 days after receipt of said notice and copies from BUYER (the "Clearance Period") to clear or remove such title defect(s), deliver
129 possession, and/or provide legal access, at SELLER's expense. SELLER will use diligent effort to correct the title defect(s), deliver possession,
130 and/or provide legal access within the Clearance Period, including the bringing of necessary suits. If the Closing Date is prior to the expiration

131 of the Clearance Period, then the Closing Date shall be extended until the earlier of (i) 5 days after SELLER corrects the title defect(s), delivers
132 possession, and/or provides legal access or (ii) 5 days after the expiration of the Clearance Period. SELLER shall not be liable to BUYER for
133 damages if SELLER cannot render title marketable, deliver possession and/or provide legal access. If SELLER does not clear or remove the
134 title defect(s), deliver possession or provide legal access within the Clearance Period, BUYER may elect either to accept such title,
135 possession, and/or access as SELLER can provide or to terminate this Contract by giving SELLER notification of such election not later than
136 one business day after expiration of the Clearance Period. If BUYER makes no such election, BUYER shall be deemed to have accepted such
137 title, possession and access as SELLER can provide and close within the later of (i) 5 days after expiration of the Clearance Period or (ii) the
138 Closing Date. A monetary lien upon the Property shall not constitute a title defect if said lien can be paid and satisfied from SELLER's
139 proceeds at closing.

140 **STANDARD C—SURVEY; COASTAL CONSTRUCTION CONTROL LINE.**

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

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

160 **STANDARD D—DISCLOSURES; INSPECTIONS AND REMEDIES; ELECTION AND RESPONSE; WALK-THROUGH INSPECTION; RISK**
161 **OF LOSS.**

162 **1. DISCLOSURES:**

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

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

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

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

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

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

180 **g. INSURANCE:** Prior to signing this Contract, BUYER is advised to consult with insurance professionals to ascertain the availability
181 and cost of casualty, wind, and/or flood insurance, and further that insurance may be required if BUYER is financing the purchase. Except as
182 previously disclosed to BUYER, SELLER represents that SELLER is unaware of any past insurance claims on the Property which would
183 increase the cost or restrict the availability of insurance coverage for the Property.

184 **h. FIRE SPRINKLER/SAFETY SYSTEM RETROFIT:** If the Property is located in a condominium or cooperative building greater than
185 75 feet in height requiring retrofit for fire sprinklers or other life safety systems as shown on the list created by the local district fire marshal,
186 BUYER may terminate this Contract within the statutory rescission period set forth in Standard I.

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

j. **PROPERTY TAXES:** Florida law required disclosure: 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 information.

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

l. **MANDATORY/BUNDLED CLUB MEMBERSHIP:** The Property is or may be located in a community with a mandatory or bundled club membership, and BUYER may be required to pay certain initiation and other fees, dues and/or use charges imposed by the club. If BUYER has questions or requires additional information pertaining to applicable club requirements and/or fees, dues and charges, BUYER should contact said club.

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

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

2. INSPECTIONS:

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

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

b. **DEFECTIVE INSPECTION ITEMS; BUYER'S ELECTION AND SELLER'S RESPONSE:** Except as to any Defective Inspection Items disclosed to and acknowledged by BUYER prior to BUYER's execution of any offer (or counter-offer, as applicable), if any inspection conducted during the Inspection Period reveals: (1) that any Systems and Equipment are not in Working Condition, and/or (2) the presence of radon gas at a level at or above EPA action levels (4.0 picocuries per litre of air), and/or (3) the presence of lead-based paint or lead-based paint hazards requiring abatement under HUD/EPA protocols, and/or (4) the existence of active infestation by termites or other wood-destroying organisms and/or visible damage caused by active or past infestation; and/or (5) the presence of toxic or pathogenic molds within the interior of the dwelling(s) exceeding the levels of such molds measured upon the exterior of the dwelling. *Penicillium aspergillus* and other allergenic molds shall not be deemed a Defective Inspection Item for purposes of this Contract, and/or (6) any open building permits, non-conforming structures, unpermitted improvements, or existing violations of local ordinances or codes (collectively the "Defective Inspection Items"), and if BUYER elects recourse from SELLER, BUYER shall, not later than 5 days after expiration of the Inspection Period ("BUYER's Election Deadline"): (a) notify SELLER of any Defective Inspection Items, and (b) furnish to SELLER a complete copy of the inspection report(s) documenting the Defective Inspection Items, and (c) notify SELLER of BUYER's election either to: (i) receive a credit from SELLER at

245 closing in lieu of any repairs, replacements, treatment, mitigation or other remedial action necessary to bring the Defective Inspection Items
246 into compliance with the relevant standards set forth above (the "Remedial Action"). If BUYER elects to receive a credit, the amount of the
247 credit shall be stated at the time of BUYER's election, and be equivalent to the estimated costs of the Remedial Action, as evidenced by written
248 estimates/proposals issued to BUYER by parties appropriately licensed to perform said Remedial Action, or (ii) have SELLER take Remedial
249 Action at SELLER's expense, or (iii) a combination of (i) and (ii) ("BUYER's Election"). If BUYER makes no election, BUYER shall be deemed
250 to have accepted the Property and Systems and Equipment in the condition they existed on the Effective Date, subject to the provisions of
251 Standard D.2.c. (2), (3), and (4).

252 Not later than 10 days after receipt of the complete inspection report(s) and BUYER's Election ("SELLER's Response Deadline"),
253 SELLER shall notify BUYER whether SELLER agrees to, refuses or counters BUYER's Election ("SELLER's Response"). If SELLER refuses
254 or counters BUYER's Election with respect to any Defective Inspection Item(s) by the SELLER's Response Deadline, then BUYER may
255 terminate this Contract not later than 5 days after receipt of SELLER's Response. If SELLER refuses BUYER's election with respect to any
256 Defective Inspection Item(s) by SELLER's Response Deadline and BUYER does not elect to terminate this Contract, BUYER is deemed to
257 have accepted the Property and Systems and Equipment in the condition they existed on the Effective Date, except that BUYER retains the
258 walk-through inspection rights set forth in Standard D.2. c. (2), (3), and (4) below. Notwithstanding the foregoing, if SELLER counters BUYER's
259 Election with respect to any Defective Inspection Item(s) and BUYER does not timely elect to terminate this Contract, BUYER is deemed to
260 have accepted SELLER's Response to BUYER's Election. If SELLER fails to respond by the SELLER's Response Deadline, SELLER shall be
261 deemed to have refused BUYER's request with respect to any Defective Inspection Item(s), and BUYER may terminate this Contract not later
262 than 5 days after the SELLER's Response Deadline.

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

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

269 Remedial Action shall be deemed to have been properly performed when (1) the Systems and Equipment are placed in Working
270 Condition, (2) radon gas within the residence on the Property is reduced to below EPA action levels, (3) lead-based paint and paint hazards on
271 the Property are removed or contained in accordance with HUD/EPA guidelines, (4) any active infestation of termites or other wood-destroying
272 organisms is exterminated or treated, and all visible damage caused by active or past infestation is repaired or replaced; and (5) toxic or
273 pathogenic molds are no longer present within the dwelling(s) at levels exceeding those measured upon the exterior of the dwelling, and (6)
274 written documentation is provided from the appropriate government authority evidencing that all open permits have been closed out and/or all
275 structures lawfully exist on the Property and/or all unpermitted improvements to the Property have now been properly permitted and said
276 permits closed out and all violations of local ordinances and codes are corrected. SELLER shall make a diligent effort to perform and complete
277 all Remedial Action prior to the Closing Date, failing which a sum equivalent to 200% of the estimated costs of completing the Remedial Action,
278 as shown in the written proposal(s) and without regard to any deposit prepaid by SELLER for said Remedial Action, shall be paid by SELLER
279 into escrow at closing pending SELLER's completion of the Remedial Action. The escrow sum is not a cap on SELLER's liability for completion
280 of the Remedial Action.

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

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

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

297 If SELLER fails to maintain the Property or Personal Property as required in this Standard, or if the Property or Personal Property suffers
298 any loss or damage prior to the Closing Date, SELLER shall, at BUYER's request, either perform Remedial Action with respect to the Property
299 and/or restore the Personal Property to the condition required by this Standard prior to the Closing Date, or provide a credit acceptable to
300 BUYER at closing equivalent to the estimated cost of the Remedial Action and the repairs and/or replacements required to restore the
301 Personal Property to the condition required by this Standard, failing which, SELLER shall escrow at closing a sum equivalent to 200% of the
302 estimated costs for payment to appropriately licensed contractor(s) performing the Remedial Action and repairs to and/or replacements of the
303 Personal Property.

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

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

STANDARD E—SELLER'S INSTRUMENTS AND EXPENSES. SELLER shall pay for and provide, when applicable: (1) the title evidence or credit specified in Standard B; (2) if the Property is located in Lee or Charlotte County, the premium for the owners title insurance policy issued by the closing agent selected by BUYER, and the charges for title search and title continuation through the date of deed recording; (3) preparation of statutory warranty deed (or special warranty deed if SELLER is a fiduciary), bill of sale with warranties of ownership and freedom from encumbrances, condominium/homeowner association estoppel letter(s), broker compensation verifications; tenant estoppel letter(s), copy(ies) and assignment(s) of lease(s), and an affidavit regarding liens, possession, and withholding under FIRPTA, in a form sufficient to allow "gap" coverage by title insurance; (4) mortgage payoff letter from existing creditor/lender(s); (5) documentary stamp tax on deed; (6) real estate brokerage compensation contractually agreed to by SELLER (to be disbursed by closing agent at closing); (7) utility services to the Closing Date; (8) any condominium/homeowner association special assessments and governmentally imposed liens or special assessments which are SELLER's obligation under Paragraph 6; (9) SELLER's attorney fees, (10) if SELLER is subject to withholding under FIRPTA, charges associated with withholding, escrowing and/or remitting funds, and/or preparing the withholding certificate application and/or tax return related thereto; (11) reimbursement of prepaid estoppel fees and other costs advanced on behalf of SELLER; and (12) wire fees associated with transfer(s) of SELLER proceeds and payoffs.

STANDARD F—BUYER'S INSTRUMENTS AND EXPENSES. BUYER shall pay for and provide, when applicable, including any sales tax due thereon: (1) recording fee for deed; (2) all costs of any institutional loan secured by BUYER; (3) the premium for creditor/lender title insurance policy, and if the Property is located in Collier County, the premium for the owners title insurance policy issued by the closing agent selected by BUYER and the charges for title search, and title continuation through the date of deed recording; (4) recording membership approval; (5) survey charges; (6) condominium/homeowner association membership transfer fee; (7) condominium/homeowner association resale transfer fee/capital contribution; (8) any pending condominium/homeowner association special assessments and governmentally imposed liens or special assessments which are not SELLER's obligation under Paragraph 6; (9) real estate brokerage compensation contractually agreed to by BUYER (to be disbursed by closing agent at closing); (10) BUYER's attorney fees; (11) BUYER shall promptly pay and indemnify and hold SELLER harmless against any claims or liens upon the Property for surveyor or other services furnished to the Property at the request of BUYER; (12) code enforcement/municipal lien search fees; (13) reimbursement of prepaid application fees and other costs advanced on behalf of BUYER, and (14) reimbursement to the closing agent of any deposit and closing funds shortages due to deduction of wire fees.

STANDARD G—PRORATIONS; CREDITS. These items will be prorated as of the Closing Date, with BUYER charged with and entitled to the Closing Date, or the possession date, whichever is earlier: (1) real and personal property taxes based on the current year, if available. If not available, the taxes shall be based on the TRIM "Your Taxes This Year if PROPOSED Budget is Adopted" amount and current year non-ad valorem amount(s), if available; otherwise the prior year non-ad valorem amounts. If neither the current year tax nor TRIM amounts are available, the taxes shall be based on the prior year's bill (without discount or exemptions no longer available in the year of closing). If completed improvements exist on the Property for which a certificate of occupancy was issued as of January 1st of the year of closing, which did not exist on January 1st of the prior year, taxes shall be estimated for proration by applying the current year millage rate to the current year taxable value of the Property. If the current year millage rate is not fixed, the prior year millage rate shall be applied. If the current year taxable value is not fixed, the taxes shall be estimated for proration by applying the most current fixed millage rate to a sum equivalent to 80% of the purchase price. A tax proration based upon any estimated tax shall, at the request of either party, be re-prorated based on the actual tax bill amount with maximum discount; (2) interest on any assumed indebtedness; (3) rents; (4) condominium/homeowner association assessments and CDD/MSTU operating and maintenance assessments; (5) county waste assessments; (6) appliance service contracts assumed by BUYER; and (7) propane gas. BUYER shall receive from SELLER at closing a credit equivalent to the amount of any security deposit and prepaid rents held by SELLER, and any accrued interest thereon, or alternatively, ownership or an assignment of the account in which the deposits and prepaid rents, and any accrued interest thereon, are held.

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

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.

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

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

377 **STANDARD J—CONDOMINIUM/HOMEOWNER ASSOCIATION PROVISIONS; MEMBERSHIP APPROVAL.** Any condominium/homeowner
378 association reserve account(s) is included in the purchase price. If association membership approval is required, BUYER shall, not later than
379 10 days after the Effective Date, make application for same in the name(s) in which title will be taken, and shall comply with all governing
380 requirements of the association and be responsible for securing membership approval. If no approval has been obtained prior to closing, either
381 BUYER or SELLER may terminate this Contract. SELLER shall obtain a letter(s) from the association(s) which sets forth the amounts, periods
382 and payment status of assessments and transfer fees and resale capital assessments and deliver same to the BUYER not later than 15 days
383 prior to the Closing Date. Some condominiums exist upon a leasehold estate or have associated recreational leases which may require the
384 payment of rents, taxes, maintenance, replacement and repair. BUYER takes title subject to any such lease. If the condominium exists solely
385 upon a leasehold estate, SELLER will assign its sublease to BUYER at closing.

386 **STANDARD K—MORTGAGE CREDITOR/LENDER POLICIES.** If BUYER elected to obtain mortgage financing under Paragraph 4.B., the
387 policies of the creditor/lender shall prevail as to the procedures for closing and disbursement of mortgage loan proceeds.

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

401 **STANDARD M—FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) WITHHOLDING.** A SELLER who is a U. S. citizen or
402 resident alien and who furnishes BUYER with an affidavit attesting to same, is exempt from FIRPTA withholding. If SELLER is a foreign person
403 or entity, BUYER shall deduct and withhold from the purchase price, or collect from SELLER if the net proceeds are insufficient, 15% of the
404 purchase price, (the "Withholding Amount"), and remit same to the Internal Revenue Service (the "IRS") within 10 days after the Closing Date,
405 unless: (1) the purchase price is not more than \$300,000.00 and BUYER executes a sworn certification at closing attesting that BUYER is
406 acquiring the Property for use as a residence; i.e. that BUYER or a member of BUYER's family has definite plans to reside at the Property at
407 least 50% of the number of days the Property is used by any person in each of the first two 12-month periods immediately following the
408 closing, in accordance with the Internal Revenue Code and all applicable regulations (the "BUYER's Residential Use Certification"), in which
409 event the Withholding Amount is \$0; or (2) the purchase price is greater than \$300,000.00 but not more than \$1,000,000.00 and BUYER
410 executes a BUYER's Residential Use Certification, in which event the Withholding Amount is reduced to 10% of the purchase price. If SELLER
411 furnishes to BUYER, not later than the Closing Date, proof of submittal to the IRS of an application for withholding certificate, the closing agent
412 (or other third party mutually designated by SELLER and BUYER) shall hold the applicable Withholding Amount in escrow pending receipt of

413 the withholding certificate, shall remit the sum reflected in the withholding certificate to the IRS within 10 days of receipt of the withholding
414 certificate, and shall promptly refund any remaining balance to SELLER. SELLER shall hold BUYER harmless and indemnify BUYER for not
415 withholding or collecting the applicable Withholding Amount or for withholding and remitting the reduced amount reflected in the withholding
416 certificate. BUYER shall provide to SELLER evidence of remittance of all or any portion of the applicable Withholding Amount to the IRS. The
417 failure of either party to comply or to allow compliance with the requirements of FIRPTA and related regulations shall constitute a breach of this
418 Contract.

419 **STANDARD N—QUICK CLOSING; INSURABILITY; CLOSING DATE EXTENSION.** Except with respect to the Clearance Period in Standard
420 B, if the Closing Date does not allow sufficient time for performances by SELLER and BUYER within the time frames and by the deadlines set
421 forth in this Contract, the parties agree to undertake and complete all performances, inspections, surveys, examinations, delivery of
422 documents, notices, satisfaction of contingencies and all other actions required of or allowed to either party prior to the Closing Date, except
423 that the statutory time period set forth in Standards H and I shall not be affected by this provision. If BUYER is unable to obtain hazard, flood,
424 wind or homeowners insurance at a reasonable rate due to extreme weather conditions, BUYER may delay the Closing Date up to 5 days after
425 such coverage becomes available. If such coverage does not become available for a period of 30 continuous days, either SELLER or BUYER
426 may terminate this Contract.

427 **STANDARD O—DEFAULT AND REMEDIES.** If BUYER does not perform BUYER's obligations hereunder (except as excused by SELLER's
428 default) all deposits made shall be paid to SELLER as liquidated damages, which shall be SELLER's exclusive remedy. If SELLER does not
429 perform SELLER's obligations hereunder (except as excused by BUYER's default), BUYER may enforce this Contract by a suit for specific
430 performance, damages, or may terminate this Contract.

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

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

441 **STANDARD R—MISCELLANEOUS.** (1) The parties have agreed to deal in good faith with respect to all provisions of this Contract.
442 (2) The singular case or tense shall include the plural case or tense. (3) This Contract may only be modified in writing signed by the parties.
443 (4) Except as otherwise specifically provided, all references to days shall mean calendar days. (5) Except as otherwise specifically provided, all
444 deadlines shall expire at 11:59 PM Eastern Time. Except as otherwise expressly provided by law, if the Closing Date, any deadline or the last
445 day of any time period falls on a Saturday, Sunday, or federal legal holiday, said deadline shall be extended to the following business day. (6)
446 As used herein, the terms "real estate broker" or "broker" shall include all real estate brokers, brokerage corporations or business entities, and
447 their respective licensees involved in this transaction. (7) All title evidence, condominium documents and other documents provided to BUYER
448 by or on behalf of SELLER are the property of SELLER until closing and shall be immediately returned to SELLER if this Contract is
449 terminated. (8) If either SELLER or BUYER is permitted to terminate this Contract, said party shall do so by giving notice of said termination to
450 the other party, whereupon all deposits made by BUYER shall be promptly returned to BUYER, this Contract shall be of no further force and
451 effect, and the parties shall have no further liability to one another hereunder except as set forth herein. (9) The headings used in this Contract
452 are for convenience of reference only and shall not be used for interpreting the meaning of any provisions of this Contract. (10) All provisions of
453 this Contract which by their nature or context require performance or provide rights after the Closing Date, including without limitation the
454 provisions of Standard P, shall survive closing. (11) Signatures and initials communicated by electronic or facsimile transmission shall be
455 binding. (12) A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as
456 an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other
457 applicable laws. (13) This Contract and any addenda and amendments hereto may be signed in counterparts, and said counterparts shall
458 collectively constitute the entire agreement of the parties. (14) Upon reasonable notice, SELLER shall provide access to the Property to
459 appraiser(s) and surveyor(s) retained by BUYER. (15) SELLER and BUYER authorize the closing agent to provide copies of the American
460 Land Title Association (ALTA) and other settlement statements to all brokers and attorneys associated with this transaction.

461 **STANDARD S—NEGOTIATED TERMS; REPRESENTATIONS.** Any and all terms negotiated between the parties must be written into this
462 Contract. BUYER's decision to buy was based upon BUYER's own investigations of the Property. BUYER holds the broker(s) harmless from
463 all liability or loss caused by SELLER's failure to disclose material facts in accordance with this Contract, or SELLER's representations

464 regarding the Property's condition, or from broker's referral, recommendation, or retention of any vendor. The parties agree that assistance to a
465 party by a broker does not, and will not, make the broker responsible for performance.

466 **STANDARD T—BINDING CONTRACT; LEGAL COUNSEL.** THE PARTIES ARE NOT REQUIRED TO USE ANY PARTICULAR FORM OF
467 CONTRACT. TERMS AND CONDITIONS SHOULD BE NEGOTIATED BASED UPON THE RESPECTIVE INTERESTS, OBJECTIVES AND
468 BARGAINING POSITIONS OF THE PARTIES. APPROVAL OF THIS FORM BY THE COLLIER COUNTY BAR ASSOCIATION AND
469 ASSOCIATIONS OF REALTORS DOES NOT CONSTITUTE AN OPINION THAT ANY OF THE TERMS AND CONDITIONS IN THIS
470 CONTRACT SHOULD BE ACCEPTED BY A PARTY IN A PARTICULAR TRANSACTION. THIS IS A LEGALLY BINDING CONTRACT
471 FORM. EACH PARTY ACKNOWLEDGES THAT PRIOR TO SIGNING THE CONTRACT, THE CLOSING EXPENSES HAVE BEEN
472 EXPLAINED, REAL ESTATE TRANSACTION STANDARDS A THROUGH T HAVE BEEN RECEIVED AND REVIEWED, AND THAT PARTY
473 HAS BEEN ADVISED BY THE REAL ESTATE BROKER TO SEEK LEGAL COUNSEL AND TITLE INSURANCE TO PROTECT THAT
474 PARTY'S INTEREST IN CONNECTION WITH THE TITLE STATUS AND CLOSING OF THIS TRANSACTION. BUYER AND SELLER ARE
475 ADVISED TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL, TAX, PROPERTY CONDITION, ENVIRONMENTAL, AND
476 OTHER SPECIALIZED ADVICE. THIS CONTRACT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO,
477 THEIR HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, AND SUCCESSORS IN INTEREST.

478 **OTHER TERMS AND CONDITIONS:**

479 **Buyer to supply proof of funds to seller within 3 days after the effective date.**

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487 **ADDENDUM:** The following Addendum/Addenda is/are attached hereto and incorporated into this Contract:

488 **Addendum to Sales Contract Visual Inspection of Property by buyer.**

489 **Addendum to Sales Contract Homeowner Documents Review.**

490 **Addendum to Sales Contract Personal Property Inventory.**

491

492 To the extent such Addendum/Addenda terms conflict with the terms of this Contract, the Addendum/Addenda terms shall control.

493 **THE REAL ESTATE TRANSACTION STANDARDS SHALL NOT BE REVISED OR MODIFIED EXCEPT IN THE OTHER TERMS AND**
494 **CONDITIONS AND/OR ADDENDUM/ADDENDA.**

[Signature]
(Seller's Signature)

4/16/18
(Date)

Michael G. Costabile
(Buyer's Signature)

04/16/2018
(Date)

LESLIE ROLLINS

(Seller's Printed Name)

Michael G. Costabile

(Buyer's Printed Name)

(Seller's Signature)

(Date)

Susan M. Costabile

04/16/2018

(Buyer's Signature)

(Date)

Susan M. Costabile

(Seller's Printed Name)

(Buyer's Printed Name)

495

REJECTION OF OFFER

496 SELLER rejects BUYER'S offer on _____ {Insert Date}.

(Seller's Signature)

(Seller's Signature)

497

IDENTIFICATION OF BROKERS AND LICENSEES

498 Listing Brokerage: Amerivest Realty Selling Brokerage: Berkshire Hathaway HomeServices Florid

499 Listing Licensee: Leslie J. Rollins Selling Licensee: Lynn A Desmond


500 IDENTIFICATION OF ESCROW AGENT Escrow Agent's Name: Florida Title & Guarantee Agency

501 Escrow Agent Address: 621 5th Avenue So., Naples, Florida 34102

502 Escrow Agent Telephone: 239-659-2463 Fax: _____ Email: lauriewebb@FTGAgency.com

503

504 THIS CONTRACT SHALL NOT MODIFY THE LISTING CONTRACT OR ANY MLS OR OTHER OFFER OF COMPENSATION
505 MADE BY SELLER OR LISTING BROKER TO COOPERATING BROKERS.

From: **Lynn Desmond** ldesmond22@icloud.com 
Subject: Escrow Receipt Letter - FUNDS CLEARED_Order.pdf
Date: April 17, 2018 at 2:16 PM
To: **Leslie Rollins** lestierollins1@gmail.com



Escrow

**FLORIDA
TITLE &
GUARANTEE
AGENCY™**

April 17, 2018

BHHS Florida Realty - Naples 5th Ave
621 5th Ave South
Naples, FL 34102
Phone: 239-659-2400
Fax: 239-659-2414

RE: PROPERTY ADDRESS: 5420 Worthington Lane #104, Naples, FL 34110
BUYER(S) NAME(S): Michael G Costabile and Susan M Costabile

Dear BHHS Florida Realty - Naples 5th Ave:

Please be advised that our office has received a WIRE in the amount of \$7,140.00 credited toward the purchase of the property.

Total deposit held by us through this date is \$7,140.00.

If we may be of further assistance, please do not hesitate to contact us.

Very truly yours,

Laurie Webb
Escrow Closer Sr

CC: Amerivest Realty

6700 Daniels Parkway, Suite 4
Fort Myers, FL 33912
Phone 239-659-2463 Fax

through Wednesday May 9th**

*Please forward all requests for prelim quotes or buyer/seller net sheets to
shenafowler@FTGagency.com*

*If you would like to contact a member of the management team, please email kelly davis at:
Kellydavis@FTGagency.com*

You have received this e-mail due to a past or current transaction or as a result of our efforts to keep you in touch with current developments affecting your industry. If you wish to unsubscribe from any future general information mailings, please click [here](#).

FLORIDA
TITLE &
GUARANTEE
AGENCY™

April 30, 2018

BHHS Florida Realty - Naples 5th Ave
621 5th Ave South
Naples, FL 34102
Phone: 239-659-2400
Fax: 239-659-2414

RE: PROPERTY ADDRESS: 5420 Worthington Lane #104, Naples, FL 34110
BUYER(S) NAME(S): Michael G. Costabile and Susan M. Costabile

Dear BHHS Florida Realty - Naples 5th Ave:

Please be advised that our office has received a WIRE in the amount of \$16,660.00 credited toward the purchase of the property.

Total deposit held by us through this date is \$23,800.00

If we may be of further assistance, please do not hesitate to contact us.

Very truly yours,

Laure Webb
Escrow Closer Sr

CC: Amerivest Realty



INSPECTION NOTICE BUYER'S ELECTION AND SELLER'S RESPONSE



BUYER: Michael G. Costabile & Susan M. Costabile

SELLER: LESLIE ROLLINS

PROPERTY: 5420 WORTHINGTON LN - U2-104, NAPLES, FL 34110

PART 1. NOTICE TO SELLER OF DEFECTIVE INSPECTION ITEMS ON THE PROPERTY: BUYER hereby gives notice of the following identified Defective Inspection Items for which BUYER makes BUYER's Election in Part 2. This notice is accompanied by a complete copy of any inspection report(s) documenting the said Defective Inspection items.

- ☒ **List of Systems and Equipment not in Working Condition:** The specific Systems and Equipment items that are not in Working Condition are shown on the attached List.
- ☒ **Radon Gas or Lead-Based Paint Inspection Report(s):** The presence of radon gas at a level at above EPA action levels (4.0 picocuries per litre of air), or the presence of lead-based paint or lead based paint hazards on the Property (pre-1978 housing).
- ☐ **Wood-Destroying Organisms Report:** Active infestation and/or visible damage caused by wood-destroying organisms on the Property.
- ☐ **Toxic or Pathogenic Molds:** The presence of toxic or pathogenic molds within the interior of the dwelling(s) exceeding the levels of such molds measured upon the exterior of the Property.
- ☐ **Unpermitted Improvements; Non-Conforming Structures; Open Permits; Code Violations:** The existence of unpermitted improvements, non-conforming structures, open permits, or code violations related to the Property.
- ☒ **Other Defective Inspection Item Reports.** Specify: See attached addendum to inspection notice - repair list

PART 2. BUYER'S ELECTION: BUYER elects the following [SELECT ONE]:

- ☐ **A. Credit at Closing:** Receive a credit from SELLER at closing in an amount of \$ _____, which is equivalent to the estimated costs of Remedial Action for the identified Defective Inspection Items, as evidenced by the attached written estimates/proposals issued to BUYER by parties appropriately licensed to perform said Remedial Action. OR
- ☒ **B. Remedial Action:** Have SELLER perform and complete Remedial Action with respect to the identified Defective Inspection Items. OR
- ☐ **C. Combination:** _____

<u>Michael G. Costabile</u>	<u>04/26/2018</u>	<u>Susan M. Costabile</u>	<u>04/26/2018</u>
(Buyer's Signature)	<u>Michael G. Costabile</u> (Date)	(Buyer's Signature)	<u>Susan M. Costabile</u> (Date)

PART 3. SELLER'S RESPONSE: SELLER notifies BUYER as follows [SELECT ONE]:

- ☐ **A. Acceptance of Buyer's Election:** SELLER accepts and agrees to BUYER's Election in Part II above. OR
- ☐ **B. Rejection of Buyer's Election:** SELLER rejects BUYER's Election. OR
- ☒ **C. Counter to Buyer's Election:** Credit \$ 1000. at closing switches
will fix GFI only

NOTE: If SELLER responds with B or C as to any Defective Inspection Item(s), BUYER may terminate the Sales Contract not later than 5 days after the earlier of (i) Buyer's receipt of the SELLER's Response, or (ii) the SELLER's Response Deadline.

<u>[Signature]</u>	<u>4/30/18</u>	<u>[Signature]</u>	
(Seller's Signature)	<u>LESLIE ROLLINS</u> (Date)	(Seller's Signature)	(Date)

Amerivest Realty Sale Transaction Information

AGENT NAME: Leslie Rollins

(Split Commission: Please list the names of all Amerivest Realty agents to be paid & percentage of the commission due each.)
Please complete this form in full. Sale transactions must be submitted via Form Simplicity within 10 business days of the contract effective date. Any documents not available at the time of the initial submittal should be submitted via Form Simplicity as soon as they are received. At closing, please make certain that a copy of the settlement statement is provided to the office for our files.

Which side of the transaction do you represent? (check one):

☒ Listing (owner) ☐ Sale (buyer) ☐ Listing & Sale (both) ☐ Referral
Reminder to Listing agents: Please remember to update the status of the MLS Listing as applies.Reminder to Referral agents: Referrals must be signed by an Amerivest Realty broker.

CLIENT INFORMATION

Seller Name

First/Last Leslie Rollins
Street 5420 Worthington Ln #104
City/Zip Naples, FL 34110
Phone Number 239-272-0645

Buyer Name

First/Last Michael / Susan Costabile
Street 15 Pembroke St
City/Zip Williston Park, NY 11596
Phone Number _____

PROPERTY INFORMATION

Check one property type:

☒ Residential☐ Vacant Land☐ CommercialMLS# 217053485Contract Effective Date 8/20/17List Price 248,900Contract Closing Date 8/20/18Sale Price 238,000Amerivest Commission 2.50 %Street Address 5420 Worthington Ln #104City/Zip NaplesCooperating Brokerage Berkshire HathawayCooperating Agent Lynn Desmond

ESCROW INFORMATION

Escrow Company & Contact: North American

Email: _____ Phone: _____ Fax: _____

REFERRAL INFORMATION

Referral Brokerage _____

Referral Agent _____ Referral Amount _____ %

!Additional documents are required for referral agent from brokerage other than Amerivest Realty:
☐ Copy of referral brokerage's W9 Form ☐ Copy of referral brokerage's License

NOTES

04/06/17

Serial#: 035253-900152-5979916

Prepared by: Leslie Rollins | Amerivest Realty | leslierollins1@gmail.com |

formsimplicity