

IN THE CIRCUIT COURT OF THE  
FIFTEENTH JUDICIAL CIRCUIT IN  
AND FOR PALM BEACH COUNTY,  
FLORIDA

JEFF EFRON and MILISSA EFRON, husband and wife, all on behalf of themselves and all others similarly situated,  
Plaintiffs,

CASE NO:

vs.

COMPASS FLORIDA, LLC, a Foreign Limited Liability Company,  
Defendant.

\_\_\_\_\_ /

**CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiffs, JEFF EFRON and MILISSA EFRON, putative Class Representatives, sue Defendant, COMPASS FLORIDA, LLC., and state as follows:

**JURISDICTIONAL ALLEGATIONS**

1. This is an action in the nature of fraud and misrepresentation, seeking damages in excess of \$15,000.00, exclusive of interest, costs, and attorney's fees.
2. Plaintiffs, JEFF EFRON and MILISSA EFRON, putative Class Representatives reside in New York but own property in North Palm Beach, Florida.
3. Together, they used the Defendant as a broker representing them as buyers regarding the sale of property located in Palm Beach County, Florida.
4. At all relevant times, COMPASS FLORIDA, LLC, was and still is a foreign limited liability company with a principal place of business listed as New York, NY that has done business in and maintained offices in Palm Beach County at all times material hereto.

5. In addition to maintaining offices in Palm Beach County, COMPASS FLORIDA, LLC operated a web site with pages dedicated to listing properties for sale in Palm Beach County such as <https://www.compass.com/homes-for-sale/palm-beach-fl/>.
6. This action claims that Defendant COMPASS FLORIDA, LLC committed deceptive and unfair acts in the drafting of a Purchase and Sale Agreement regarding property located in Florida in a manner that violated Florida law. Additionally, Compass, LLC., committed unfair and deceptive practices by attempting to collect and actually collecting an illegitimate fee from buyers of residential properties.
7. Compass is one of the largest real estate brokers operating in the United States. Compass is licensed to do business as: Compass in Arizona, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Illinois, Louisiana, Maryland, Massachusetts, Minnesota, Michigan, Mississippi, Nevada, New Jersey, New York, North Carolina, Rhode Island, Texas, Virginia, and Washington; Compass RE in Delaware, Idaho, Pennsylvania and Tennessee; Compass Real Estate in Washington, DC, Maine, New Hampshire, Vermont, and Wyoming; Compass Realty Group in Missouri and Kansas; and Compass Carolinas, LLC in South Carolina.
8. Operating from over 70 offices in Florida with a proprietary software that connects thousands of agents to properties across the country, it provides agents with a platform of “pre-public” listings.
9. The company’s website specifically states that no financial or legal advice is provided.
10. Yet, as discussed herein, it uniformly charges an undisclosed flat-fee to all Florida purchasing clients and it does so through the modification of the Purchase and Sale Agreement, Florida Realtor/Florida Bar-ASIS-6 Rev. 7/23 © 2023 , a form approved by the

Florida Realtors® and The Florida Bar for use as a Purchase and Sale agreement. Moreover, Compass, LLC., included and collected this deceptive unfair and illegitimate flat fee as part of the closing statement as a fee owed and paid by the buyer as part of the purchase of the residential property.

11. This fee does not change if the property is eventually listed on the Multi-Listing Service.
12. Amending these forms to include transactional details and a buyer-broker fee is the unauthorized practice of law and it is an undisclosed cost to consumers, who are otherwise told that the broker will be paid by the seller at the closing.
13. As such, it is scamming Floridians and is engaged in the unauthorized practice of law without a license. As such, Compass LLC's customary practice of charging and collecting from the buyer at the time of closing this deceptive unfair and illegitimate fee, Compass LLC violates the Florida Consumer Collections Practices Act (Fla.Stat §559 et seq) and the Florida Deceptive and Unfair Trade Practices Act, (Fla.Stat.§501 et seq)."

**DECEPTIVE SCHEME TO CREATE AND COLLECT UNENFORCEABLE DEBT**

14. In June 2024, Defendant agreed to represent Class Representatives, JEFF EFRON and MILISSA EFRON in their search for a residential property.
15. Section 475.278 Florida Statutes authorizes two types of brokerage relationships:
  - a. a transaction broker (those who operate without a disclosure),
  - b. or as a single agent with potential buyers and sellers (operating with a disclosure).
16. Single agents owe clients a fiduciary duty.

17. While not a fiduciary, transactional brokers must still deal honestly and fairly with their clients, account for all funds, and use skill, care, and diligence in the transaction. Section 475.278(2), Florida Statutes.
18. Transactional brokers may represent sellers and buyers without an obligation of loyalty to one over the other and must not act in the interest of one over another.
19. There was not a brokerage agreement entered into between the Defendant Realtors on the one hand and the Class Representatives, JEFF EFRON and MILISSA EFRON on the other.
20. At this time, no brokerage agreement was required of realtors using the Multiple Listing Service (MLS) in their services to prospective real estate purchasers such as Plaintiffs.
21. Beginning in August 2024, after a settlement of a class action involving the Association of Realtors, buyers agents must enter into written broker agreements with their clients before utilizing the service.
22. As such, Defendant was presumably a “transactional broker” under Florida Statute at the time of this sale and owed Plaintiffs, JEFF EFRON and MILISSA EFRON an obligation to act fairly and honestly and a duty to use care, skill, and diligence in drafting agreements.
23. Alternatively, if there was any disclosure, that disclosure created a single agent relationship and Defendant owed JEFF EFRON and MILISSA EFRON a fiduciary duty of loyalty.
24. In each instance, Defendant owed Plaintiffs JEFF EFRON and MILISSA EFRON a duty that did not allow them to place their own interests above their clients’.
25. As is typical and customary, Defendant told Class Representatives, JEFF EFRON and MILISSA EFRON that as the agents of the buyers, their efforts would be paid from the commission paid by sellers.

26. Defendant owed the Class Representatives, JEFF EFRON and MILISSA EFRON a fiduciary duty pursuant to Florida Law.
27. COMPASS FLORIDA, LLC., drafted a Purchase and Sale Agreement utilizing MLS form Florida Realtor/Florida Bar-ASIS-6 Rev. 7/23 © 2023 for the benefit of JEFF EFRON and MILISSA EFRON, Class Representatives, on June 23, 2024. (see Exhibit "A" hereinafter PSA).
28. Defendant utilized a form Purchase and Sale Agreement, Florida Realtors 6XX Rev. 7/23 © 2023 Florida Realtors® and The Florida Bar, an "AS IS" Residential Contract For Sale And Purchase, stating in all capitals that THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.
29. The PSA was amended to include an "ADDITIONAL TERM" as follows:

"Flat transaction commission in the amount of \$475 and shall be payable to Compass FL. LLC which shall be paid to Broker by Buyer(s) at closing. See Exhibit "A."
30. As a standard practice, Compass agents amend the form PSA to include an "ADDITIONAL TERM" charging a "flat transaction commission" or a "flat transaction fee" in the amount of \$475 made payable to Compass FL. LLC by the Buyers at closing. See Exhibit "A."
31. Defendant modifies PSA forms to include a \$475.00 fee to which they were not entitled, to be taken at the time of closing and then, at the actual closing, Defendants collect the actual fee as demonstrated by the Closing Statement attached as Exhibit B.
32. The modification of a contract approved by the Florida Bar by a non-lawyer is the illegal practice of law and agents are required to use an approved modification should the need arise.

33. The modification of the form was not an approved modification and was not in the interest of Defendant's clients, Class Representatives, JEFF EFRON and MILISSA EFRON.
34. On August 2, 2024, Class Representatives, JEFF EFRON and MILISSA EFRON paid this fee at closing which was then sent to and received by Defendant. See Exhibit B, Closing Settlement Statement, hereinafter CSS.
35. The factual allegations contained herein are the customary and typical practices of Compass Florida, LLC.

### **CLASS REPRESENTATION ALLEGATIONS**

#### *The Class Representatives*

36. As stated above, named Plaintiffs were the purchasers of property located in Palm Beach County, Florida.
37. The named Plaintiffs seeking to represent the putative class have sustained a significant injury that is common to every proposed class member.
38. The class sought to be represented is comprised of every former purchaser of property who between four years prior to filing and the date of filing of this complaint was charged a fee paid to Compass Florida LLC in the final closing of the property transaction that was first disclosed in writing in the modification of a form Purchase and Sale Agreement otherwise approved by the Florida Realtors Association and The Florida Bar, and collected after execution of the Closing Statement, an illegitimate, deceptive and unfair flat fee or transaction fee owed and paid by the buyer to Compass LLC.
39. The named Plaintiffs are well aware of and are willing and able to accept the responsibility to represent the members of the class.

***Satisfaction of Rule 1.220***

40. This action meets the requirements of Florida Rule of Civil Procedure 1.220.
41. The Pleading requirements set forth in Rule 1.220 (c)(A) are as follows: the claim is maintainable as a class claim pursuant to Rule 1.220(b) (1)(B): the prosecution of separate claims for diminution in value by individual members of the class would as a practical matter, be dispositive of the interests of other members of the class who are not parties to the adjudications, or substantially impair or impede the ability of other members of the class who are not parties to the adjudications to protect their interests. Alternatively, even if separate actions for diminution in value were maintainable, the claim is maintainable as a class claim pursuant to Rule 1.220 (b)(3): the questions of law or fact common to the claim or defense of the representative party and the claim or defense of each member of the class predominate over any question of law or fact affecting only individual members of the class, and class representation is superior to other available methods for the fair and efficient adjudication of the controversy.
42. The common issue Pleading requirement set forth in Rule 1.220 (c)(B) are met as follows:  
The Questions of Law or Fact Common to the Claim of the Parties and the Class:
1. Did the modification of the Purchase and Sale Agreement and collection of a flat transaction fee violate the provisions of Chapter 559 Florida Statutes?
  2. Did the modification of the Purchase and Sale Agreement and collection of a flat transaction fee violate the provisions of Chapter 501 Florida Statutes?
  3. Are Plaintiffs entitled to reimbursement of all transaction fees paid to Compass Florida, LLC as buyer's broker in the transaction?
43. The typicality Pleading requirement set forth in Rule 1.220 (c)(C) is met as follows:  
the claim or defense of the representative party is typical of the claim or defense of each

member of the class: The claim of the named Plaintiffs for the recovery of damages caused by a deceptive and unfair fee is typical of the claims shared by all persons who purchased property in Florida because the act, modifying a Florida Bar form in favor of agent, is the same in each case and discernible simply by the production of all such forms, whether by putative class member or by the Defendant.

44. The numerosity Pleading requirements set forth in Rule 1.220 (c)(D) are met because it is estimated that in the year 2024 alone, Compass was the agent in at least hundreds of buyer's transactions, and the members are so numerous that separate joinder is impractical.
45. The Pleading requirements set forth in Rule .220 (c)(E) is met as follows: The claim itself is based on the systematic modification of a form contract and its attempt to collect as part of the closing an illegitimate, deceptive and unfair transaction fee for which Compass LLC is not entitled.

**COUNT I**  
**VIOLATION OF CHAPTER 559 FLORIDA STATUTE**

46. Class Representatives, JEFF EFRON and MILISSA EFRON, hereby adopt, reallege and reaffirm each and every allegation contained in paragraphs 1 through 44 of this Class Action Complaint and further alleges:
47. This is an action against Defendant COMPASS FLORIDA, LLC individually for damages and declaratory and injunctive relief on account of their collection practices in violation of Florida Statutes §559.72.
48. As explained above, COMPASS FLORIDA, LLC., drafted a Purchase and Sale Agreement

utilizing MLS Florida Realtor/Florida Bar-ASIS-6 Rev. 7/23 © 2023 for the use of JEFF EFRON and MILISSA EFRON, Class Representatives, on June 23, 2024.

49. As explained above, the PSA provides the following ADDITIONAL TERM among others:  
Flat transaction commission in the amount of \$475 and shall be payable to Compass FL LLC which shall be paid to Broker by Buyer(s) at closing. See Exhibit "A."
50. As explained above, Defendant modified the form to include a \$475.00 fee to which they were not entitled to be taken at the time of closing.
51. At no time was this modification to the form created by or explained by a lawyer.
52. The modification of the contract is the illegal practice of law.
53. The modification of the form was not in the interest of Defendant's clients, Class Representatives, JEFF EFRON and MILISSA EFRON.
54. On August 2, 2024, Class Representatives, JEFF EFRON and MILISSA EFRON, paid this fee at closing which was then sent to and received by Defendant. See Exhibit B, Closing Settlement Statement, hereinafter CSS.
55. COMPASS FLORIDA, LLC knew or reasonably should have known that it was attempting to collect a debt that was not legitimate or was asserting a legal right when they knew or reasonably should have known that the right did not exist.
56. Defendant COMPASS FLORIDA, LLC violated the Florida Consumer Collection Practices Act. Specifically, Defendant violated Fla. Stat. §559.72(9) by:
  - a. Charging Class Representatives, JEFF EFRON and MILISSA EFRON, and other clients of COMPASS FLORIDA, LLC, expenses and/or fees that were not incurred, were unreasonable, illegitimate, excessive, were in excess of the amount incurred, or were for services which were not performed;

- b. Charging Class Representative, JEFF EFRON and MILISSA EFRON, and other clients of COMPASS FLORIDA, LLC., expenses and/or fees to which they had no right and which they knew they had no right to charge;
- c. Charging Class Representative, JEFF EFRON and MILISSA EFRON, and other clients of COMPASS FLORIDA, LLC., expenses and/or fees which were not incurred, were unreasonable, illegitimate, excessive, or were not due, at a time when the mortgagors were compelled to pay the alleged fees in order to have their mortgages reinstated and thereby protect their homes from being foreclosed;
- d. Charging Class Representative, JEFF EFRON and MILISSA EFRON, and other clients of COMPASS FLORIDA, LLC, expenses and/or fees which were not currently due and owing;

57. COMPASS FLORIDA, LLC approved and was responsible for these debt collection policies and implemented them in the debt collection activities.

58. Due to these violations of Florida law by Defendant COMPASS FLORIDA, LLC as set forth above, Plaintiffs seek injunctive relief, as is required to preclude further violations of the Florida Consumer Collection Practices Act by the Defendant COMPASS FLORIDA, LLC as provided under Fla. Stat. §559.77.

59. Due to the violations of Florida law by the Defendant COMPASS FLORIDA, LLC as set forth above, the Plaintiffs and others similarly have been damaged and are entitled to an award of statutory damages and to declaratory and injunctive relief.

60. On account of the foregoing violations, the Plaintiffs have retained the undersigned attorneys and have agreed to pay them a reasonable fee for their services.

WHEREFORE, Plaintiffs, individually and on behalf of the putative class, pray the Court award them damages and equitable relief, together with court costs and attorney's fees, pursuant to Florida Statutes §559.77(2), and such other and further relief as the Court deems just and proper.

**COUNT II**  
**VIOLATION OF CHAPTER 501 FLORIDA STATUTE**

61. Class Representatives, JEFF and MILISSA EFRON, hereby adopts, realleges and reaffirms each and every allegation contained in paragraphs 1 through 44 of this Class Action Complaint and further alleges:

62. This is an action against Defendant, COMPASS FLORIDA, LLC, for damages and declaratory and injunctive relief on account of its unfair and deceptive business practices in violation of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501 of the Florida Statutes (hereinafter FDUTPA)

63. Class Representatives, JEFF and MILISSA EFRON, are each a "consumer" as defined by §501.203(7), Florida Statutes, and as such is entitled to the protection of FDUTPA.

64. Defendant, COMPASS FLORIDA, LLC, violated Fla. Stat. §501.201 by:

- a. Charging Class Representatives, JEFF and MILISSA EFRON, and other buying clients of Defendant, COMPASS FLORIDA, LLC, expenses and/or fees that were not incurred, were unreasonable, were excessive, were in excess of the amount incurred, or were for services which were not performed;
- b. Charging Class Representatives, JEFF and MILISSA EFRON, and other buying clients of Defendant, COMPASS FLORIDA, LLC, expenses and/or fees to which

they had no right and which they knew or reasonably should have known they had no right to charge;

65. Defendant, COMPASS FLORIDA, LLC,, approved and was responsible for the collection of the fees.

66. As a result of Defendant COMPASS FLORIDA, LLC's violations of FDUTPA, Class Representatives, JEFF and MILISSA EFRON have been aggrieved and are thus entitled to damages under the FDUTPA.

67. As a result of Defendant's violations of FDUTPA, Class Representatives, JEFF and MILISSA EFRON have been forced to retain undersigned counsel and have agreed to pay them a reasonable fee for their services.

WHEREFORE, Class Representatives, JEFF and MILISSA EFRON, individually and on behalf of the putative class respectfully request this Court enter an Order granting the following relief:

a. enter a declaratory judgment to the effect that the Defendant have engaged in unfair, unconscionable, and deceptive business practices, in violation of the FDUTPA as set forth in §501.211(1), Florida Statutes;

b. enter a prohibitive injunction enjoining the Defendant from further violations of the FDUTPA and further requiring the return of all ill-gotten gains received by charging said amounts; and

c. award Class Representatives, JEFF and MILISSA EFRON and all class members damages pursuant to §501.211(2), Florida Statutes; and

d. award Class Representatives, JEFF and MILISSA EFRON and all

class members reasonable attorneys' fees and costs incident to the bringing of this action, pursuant to §501.211 Florida Statutes.

**TRIAL BY JURY**

Plaintiffs demand a trial by jury of all issues and counts so triable herein.

DATED this 23<sup>rd</sup> day of June 2026.

/s/ Mara R.P. Hatfield \_\_\_\_\_  
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**Silber & Davis, LLC**  
501 S. Flagler Drive  
Suite 306, West  
Palm Beach, FL 33401

“AS IS” Residential Contract For Sale And Purchase

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

Y... Realtors

PARTIES: JEAN M KING ("Seller"), and Jeff Efron and Milissa Efron, a married couple ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 1030 US HIGHWAY 1 APT 108, NORTH PALM BEACH, FL 33408
(b) Located in: Palm Beach County, Florida. Property Tax ID #: 68-43-42-09-35-000-1080
(c) Real Property: The legal description is MARINA BAY COND UNIT 108

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

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

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

- (e) The following items are excluded from the purchase: none

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): \$ 240,000

- (a) Initial deposit to be held in escrow in the amount of (checks subject to Collection) \$ 10,000

The initial deposit made payable and delivered to "Escrow Agent" named below (CHECK ONE): (i) [ ] accompanies offer or (ii) [x] is to be made within 4 (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Name: Integrity Title and Settlement Group, LLC
Address: 13884 US Highway One, Juno Beach, FL. 33408 Phone: 561-781-5474
Email: ttaylor@integritytitlewp.com Fax:

- (b) Additional deposit to be delivered to Escrow Agent within (if left blank, then 10) days after Effective Date \$ 0.00

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 \$ 80,000
- (d) Other: N/A \$ 0.00

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (See STANDARD S) \$ 150,000

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

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before 06/23/2024, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

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

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

Buyer's Initials JE ME
FloridaRealtors.com 06/21/24 06/21/24
dotloop verified dotloop verified

Seller's Initials [ ] [ ]

53 \* this Contract, the Closing shall occur on 08/02/2024 ("Closing Date"), at the time  
54 established by the Closing Agent.

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

- 56 (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial  
57 Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is  
58 checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be  
59 extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7  
60 days.
- 61 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the  
62 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be  
63 extended as provided in STANDARD G.

64 **6. OCCUPANCY AND POSSESSION:**

- 65 (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property  
66 to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all  
67 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and  
68 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss  
69 to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and  
70 shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-  
71 CLOSING OCCUPANCY BY BUYER.
- 72 (b)  **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is  
73 subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after  
74 Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof  
75 shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all  
76 within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of  
77 occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such  
78 election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the  
79 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s)  
80 and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not  
81 be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after  
82 Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

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

86 **FINANCING**



87 **8. FINANCING:**

- 88 \*  (a) This is a cash transaction with no financing contingency.
- 89 \*  (b) This Contract is contingent upon, within 30 (if left blank, then 30) days after Effective Date ("Loan  
90 \* Approval Period"): (1) Buyer obtaining approval of a  conventional  FHA  VA or  other  
91 \* (describe) mortgage loan for purchase of the Property for a (CHECK ONE):  fixed,  adjustable,  fixed or  
92 \* adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed PREV % (if left  
93 \* blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of 30 (if left blank, then 30)  
94 years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation  
95 of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required  
96 for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

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

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

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

Buyer's Initials    
FloridaRealtors.com dotop verified FloridaBar.com dotop verified

Seller's Initials  

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see Rider D for terms).

(d) Purchase money note and mortgage to Seller (see Rider C for terms).

**CLOSING COSTS, FEES AND CHARGES**

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

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

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: \_\_\_\_\_

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

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

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

**(c) TITLE EVIDENCE AND INSURANCE:** At least 15 (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

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

(CHECK ONE):

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

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

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

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

(e) HOME WARRANTY: At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by at a cost not to exceed \$ 0.00. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

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

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

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

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

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

DISCLOSURES

10. DISCLOSURES:

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

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

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

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

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

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

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

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

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

(a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 7 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

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

292 **ESCROW AGENT AND BROKER**

293 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds

294 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow

295 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this

296 Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands

297 for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such

298 actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities

299 under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties

300 agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of

301 the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An

302 attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all

303 parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of

304 accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with

305 provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation,

306 arbitration, interpleader or an escrow disbursement order.

307 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,

308 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable

309 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent

310 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to

311 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or

312 termination of this Contract.

313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,

314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate

315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property

316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the

317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or

318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**

319 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND**

320 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,**

321 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each

322 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and

323 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at

324 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with

325 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of



326 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or

327 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task

328 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,

329 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services

330 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (a) BUYER DEFAULT: If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
(b) SELLER DEFAULT: If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

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

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

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS: Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for RESIDENTIAL PURPOSES. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

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

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

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

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

432 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall  
 433 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,  
 434 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or  
 435 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5  
 436 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or  
 437 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a  
 438 day on which a national legal public holiday is observed.

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

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

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

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

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

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

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

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

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

499 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
500 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements
501 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
502 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
503 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
504 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the
505 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an
506 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K
507 shall survive Closing.

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

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

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

526 O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT
527 EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This
528 Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in
529 interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and
530 delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party
531 shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail,
532 facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures
533 hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic
534 signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

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

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

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

545 S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including
546 Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing
547 Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent
548 until such amounts have been Collected in Closing Agent's accounts.

549 T. RESERVED.

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

553 V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,
554 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%
555 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

556 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate  
 557 from the IRS authorizing a reduced amount of withholding.  
 558 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can  
 559 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,  
 560 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and  
 561 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer  
 562 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds  
 563 to the IRS.  
 564 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced  
 565 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the  
 566 reduced sum required, if any, and timely remit said funds to the IRS.  
 567 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has  
 568 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been  
 569 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller  
 570 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in  
 571 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the  
 572 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted  
 573 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.  
 574 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this  
 575 transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the  
 576 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for  
 577 disbursement in accordance with the final determination of the IRS, as applicable.  
 578 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms  
 579 8288 and 8288-A, as filed.

580 **W. RESERVED**

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

587 **ADDENDA AND ADDITIONAL TERMS**

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

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

Buyer's Initials    
 FloridaRealtors.com/FloridaBar.com  
dotloop verified dotloop verified

Seller's Initials

590 \* 20. **ADDITIONAL TERMS:** - Flat transaction commission in the amount of \$475 and shall be payable to Compass FL, LLC which  
 591 shall be paid to Broker by Buyer(s) at closing  
 592 - Seller will, at Sellers expense, obtain an open permit search and municipal lien search and close any open and/or expired  
 593 permits by Closing. By Closing, Seller will further satisfy any code enforcement liens, any Association special assessments and/or  
 594 liens, and further, Seller will cure any Association violations. Seller represents they are not aware of any pending or proposed  
 595 Association special assessments.  
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

COUNTER-OFFER

609 \*  Seller counters Buyer's offer.

610  
611

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

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Seller's Initials  

**EXHIBIT B**

Integrity Title and Settlement Group, LLC  
 13884 US Highway One  
 Ste 2  
 Juno Beach, FL 33408  
 (561) 781-5474

ALTA Combined Settlement Statement

File #: JUNO-2024-484      Property: 1030 U.S. Highway 1      Settlement Date: 08/02/2024  
 Prepared: 08/02/2024      Unit 108      Disbursement Date: 08/02/2024  
 Title Agent: Heather Whitteker-Dubin      North Palm Beach, FL 33408  
 Buyer: Jeff Efron and Milissa Efron  
 Seller: Jean M. King  
 1030 U.S. Highway 1  
 Unit 108  
 North Palm Beach, FL 33408  
 Lender:

Seller			Buyer	
Debit	Credit		Debit	Credit
		<b>Financial</b>		
	\$240,000.00	Sales Price of Property	\$240,000.00	
		Deposit		\$10,000.00
\$2,000.00		Escrow Holdback from Seller Proceeds Not Vacated		
		<b>Prorations/Adjustments</b>		
\$2,700.84		County Taxes 01/01/2024 to 08/02/2024		\$2,700.84
	\$2,195.98	HOA 08/02/2024 to 09/30/2024	\$2,195.98	
		<b>Other Charges</b>		
		E-Recording Fee to Integrity Title and Settlement Group, LLC	\$5.25	
		Express Mail to Integrity Title and Settlement Group, LLC	\$50.00	
		<b>Payoff(s)</b>		
\$137,024.75		Payoff to Planet Home Lending		
		<b>Government Recording and Transfer Charges</b>		
		Recording Fees	\$27.60	
		---Deed: \$27.60		
\$1,680.00		Documentary Stamp Tax (Deed) to Palm Beach County Clerk		
		<b>Commission</b>		
\$6,000.00		Listing Agent Commission to Serhant		
\$6,000.00		Selling Agent Commission to Compass Florida LLC .		
		<b>Title Charges &amp; Escrow / Settlement Charges</b>		
		Title - Settlement Fee to Integrity Title and Settlement Group, LLC	\$495.00	
\$495.00		Title - Owner's Title Policy to Stewart Title Guaranty Company	\$1,275.00	
		Title - Settlement Fee to Integrity Title and Settlement Group, LLC		
		Title Exam Fee to Stewart Title Guaranty Company	\$125.00	
		<b>Miscellaneous</b>		
\$150.00		Deed Prep to Integrity Title and Settlement Group, LLC		
\$459.18		HOA Estoppel Fee to Camson Crown		
\$114.00		Lien Search to Camson Crown		
\$195.00		Notary Fee to Integrity Title and Settlement Group, LLC		
\$50.00		Overnight Fee to Integrity Title and Settlement Group, LLC		

**EXHIBIT B**

Seller			Buyer	
Debit	Credit		Debit	Credit
\$120.00		Seller HOA Balance to Marina Bay COA		
		Transaction Fee to Compass Florida LLC	\$475.00	
\$495.00		Transaction Fee to Serhant		
		Transfer Fee to Sea Breeze Community Management Services	\$150.00	
Seller			Buyer	
Debit	Credit		Debit	Credit
\$157,483.77	\$242,195.98	Subtotals	\$244,798.83	\$12,700.84
		Due from Buyer		\$232,097.99
\$84,712.21		Due to Seller		
\$242,195.98	\$242,195.98	Totals	\$244,798.83	\$244,798.83

See signature addendum

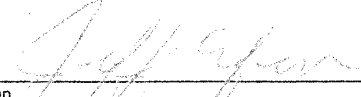
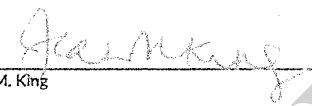

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# Signature Addendum

**Acknowledgement**

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.

We/I authorize Integrity Title and Settlement Group, LLC to cause the funds to be disbursed in accordance with this statement.

 _____ Jeff Efron	8/2/2024 _____ Date	 _____ Jean M. King	8/2/24 _____ Date
 _____ Milissa Efron	8/2/24 _____ Date		

 _____ Settlement Agent	8-2-24 _____ Date
--	-------------------------

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