



**LEE COUNTY**  
SOUTHWEST FLORIDA

kwiktag®

022 564 850



**BOARD OF COUNTY COMMISSIONERS**

Writer's Direct Dial Number: 479-8567

Bob Janes  
*District One*

September 1, 2006

Douglas R. St. Cerny  
*District Two*

Ray Judah  
*District Three*

Tammy Hall  
*District Four*

John E. Albion  
*District Five*

Donald D. Stilwell  
*County Manager*

David M. Owen  
*County Attorney*

Diana M. Parker  
*County Hearing Examiner*

Mr. D. Wayne Arnold, AICP  
3800 Via Del Rey  
Bonita Springs, FL 34134

Re: CPA2004-00003

Dear Mr. Arnold:

On February 26, 2004 an application was submitted for the above referenced project. Our records indicate the last correspondence in regards to the application was on September 19, 2005.

**Please provide a completed application addressing sufficiency comments by September 15, 2006 or the case will be deemed withdrawn.**

Please feel free to contact us if you require clarification or additional information.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT  
Planning Division

Matt Noble  
Principal Planner

cc: Weeks Landing, LLC, Michele Pessin , Manager  
Planning File



April 28, 2005

Mr. Paul O'Connor, AICP  
Planning Division Director  
Lee County Department of Community Development  
Division of Planning  
PO Box 398  
Fort Myers, FL 33902-0398

Case Number: CPA2004-03  
Public Marine Mixed Use

Dear Mr. O'Connor;

Estero Fire Rescue currently is not capable of providing complete services to this proposed project. In order to adequately protect the proposed project, a water capable vessel equipped with a fire pump meeting our specifications would be required. We will also require that the vessel be housed in a covered slip in such a manner as to provide rapid access and protection from the elements.

Sincerely,



Michael D. Cato, Fire Marshal  
Fire Prevention Program Manager



**BOARD OF COUNTY COMMISSIONERS**

Writer's Direct Dial Number: (239) 479-8585

Bob Janes  
District One

Douglas R. St. Cerny  
District Two

Ray Judah  
District Three

Tammy Hall  
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John E. Albion  
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Donald D. Stilwell  
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David M. Owen  
County Attorney

Diana M. Parker  
County Hearing  
Examiner

April 25, 2005

D. Wayne Arnold, Esq.  
Q. Grady Minor & Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134

RE: CPA2004-03 - Weeks Fish Camp Comprehensive Plan Amendment

Dear Mr. Arnold:

This correspondence is to notify you that the subject comprehensive plan amendment proposal will not be reviewed as part of the current Lee Plan amendment cycle.

Planning staff has not received the appropriate documentation confirming ownership of the property or letters from the current owners of the property authorizing the applicant to represent them through the plan amendment process. Without such proof of ownership or consent, it is not possible to schedule the amendment for public hearing.

Over the last two months Planning staff has been working diligently with the applicant and their representatives to assist in collect all of the information needed for a sufficient plan amendment application. The original submittal deadline of March 11th, 2005 was extended for over a month. At our last meeting on April 15th, 2005 you were informed that this information was due by April 22nd, 2005. That date has now passed. At this time it will not be possible to meet the upcoming public hearing deadlines for the Local Planning Agency's (LPA) May meeting. This meeting, as mentioned through past correspondence and meetings with the applicant, will be the final LPA meeting for the review of amendments in this cycle. The Board of County Commissioners are scheduled to review these amendments on June 1st, 2005.

Please note that your proposed amendment will be moved to the next regular amendment cycle, starting in September of 2005. If I can be of any assistance or if you have any questions, please do not hesitate to call me at the number above.

Sincerely,

**DEPT. OF COMMUNITY DEVELOPMENT  
Division of Planning**

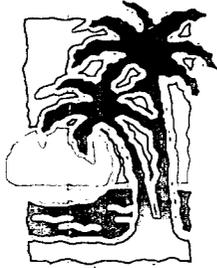
Paul O'Connor, AICP  
Director

cc: Michele Pessin, Manager Weeks Landing, LLC  
Planning file: CPA 2004-03

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO	0795
CONNECTION TEL	8812393901402
SUBADDRESS	
CONNECTION ID	
ST. TIME	04/25 15:53
USAGE T	01'05
PGS. SENT	2
RESULT	OK



# LEE COUNTY

## S O U T H W E S T F L O R I D A

### DIVISION OF PLANNING

### FACSIMILE

P.O. Box 398  
Fort Myers, FL 33902  
(239) 479-8585  
Fax: (239) 479-8319

To:	<i>Michelle Fessin Tom G.</i>	Date:	<i>4/25/05</i>
Fax #:	<i>390-1402</i>	Pages:	<i>2</i> , including this cover sheet
From:	<i>Bardy Gonzalez</i>		
Subject:	<i>CRA 200<del>4</del>-03 / Weeks Fish Camp Amendment</i>		

COMMENTS:

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## Memo

To: Paul O'Connor, Division of Planning

From: Lili Wu *LW*

Date: April 5, 2005

Subject: **CPA 2004-03 Privately Initiated Lee Plan  
Future Land Use Map Amendment**

We have reviewed the above application, which requests the land use designation of approximately 27 acres be changed from "Outlying Suburban" to "Public Marine Mixed-Use". Your staff indicated that, given the existing FLUM designation of Outlying Suburban, 44 dwelling units could be built in the subject area. The proposed Public Marine Mixed-Use designation would allow 150 dwelling units, and 100,000 square feet of retail could be built in the subject area. After running the FSUTMS travel demand model for year 2020 conditions, we have determined that this land use change will not alter the future road network plans.

Please let me know if you have any questions.

LW/mlb

RECEIVED  
APR - 6 2005

Q. GRADY MINOR & ASSOCIATES, P.A.  
Civil Engineers ■ Land Surveyors ■ Planners

COMMUNITY DEVELOPMENT

LETTER OF TRANSMITTAL

RECEIVED  
APR 06 2005  
*lu*

Date: April 5, 2005

Project: CPA-2004-03, Weeks Fish Camp

Location: Section 7, Township 47, Range 25, Lee County Florida

TO: Ms. Brandy Gonzalez  
Lee County Department of Community Development  
Division of Planning  
P.O. Box 398  
Fort Myers, FL 33902

Items transmitted via: Courier

We are sending you the following items:

2 24 by 36 prints revised proposed future land use exhibit  
2 8 ½ by 11 prints revised proposed future land use exhibit

Remarks:

Signed: \_\_\_\_\_

*Sharon Umpenhour*  
Sharon Umpenhour

3800 Via Del Rey  
Bonita Springs, Florida 34134  
(239) 947-1144 Fax (239) 947-0375



**LEGEND**

- WETLANDS
- OUTLYING SUBURBAN
- MARINA

DATE AERIAL FLOWN: MARCH 2002

**OWNER/DEVELOPER**  
 WEEKS LANDING, LLC  
 9167 BRENDAN LAKE COURT  
 BONITA SPRINGS, FLORIDA 34135  
 (239) 390-1402

Revision	Date	Description	By
3	4/05/05	REVISE TO SHOW WETLAND LAND USE	SJU
2	2/05/05	ADJUST BOUNDARY	SJU
1	2/05/05	ADD SUBURBAN STREET NETWORK	SJU

**DESIGNED BY:** SJU  
**DRAWN BY:** SJU  
**APPROVED:** DWA  
**JOB CODE:** WFCDD  
**SCALE:** 1" = 300'

**Q GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 9000 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34154  
 PHONE: (239) 847-1144 FAX: (239) 847-0875  
 PROFESSIONAL CERTIFICATE OF ABBREVIATION IN DESIGN  
 SURVEYING CERTIFICATE OF ADMINISTRATION LB 00051

**WEEKS LANDING COMPREHENSIVE PLAN AMENDMENT**  
**LEE PLAN FUTURE LAND USE MAP**  
**PROPOSED**

FILE NAME: WFCDD104101.dwg  
 DATE: FEBRUARY 2004  
 DRAWING NUMBER: 1 OF 1

RECEIVED

APR - 6 2005

COMMUNITY DEVELOPMENT

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## MEMORANDUM

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**Date:** 03-13-2005  
**To:** Brandy Gonzalez  
**From:** Mike Horsting – Transit Planner *MH*  
**Subject:** Privately Initiated Lee Plan  
Future Land Use Amendments  
(CPA2004-03)

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RECEIVED  
MAR 14 2005

COMMUNITY DEVELOPMENT

Lee Tran staff has reviewed the above referenced Lee Plan amendment application, specifically the proposed amendment to the Future Land Use Map for the property known as the Weeks Fish Camp at the end of Coconut Road in the Estero Planning Community. The closest fixed route bus service we currently provide is limited morning and afternoon weekday trips along U.S. 41, which is approximately 1.6 miles from the subject location. Lee County Transit does not currently provide service to the subject area nor do we have any proposed services or facilities to this location. The Lee County Transit Development Plan, which goes through 2014 proposes service expansions to come no closer than the existing service on U.S. 41. There would be a significant impact on our budget if we were required to provide public transportation service to the property.

If you have any further questions please call me at 533-0333.

Thank-you.

Cc: Steve Myers



**LEE COUNTY**  
SOUTHWEST FLORIDA

**BOARD OF COUNTY COMMISSIONERS**

Writer's Direct Dial Number: (239) 479-8585

Bob Janes  
*District One*

Douglas R. St. Cerny  
*District Two*

Ray Judah  
*District Three*

Tammy Hall  
*District Four*

John E. Albion  
*District Five*

Donald D. Stilwell  
*County Manager*

David M. Owen  
*County Attorney*

Diana M. Parker  
*County Hearing Examiner*

March 8, 2005

D. Wayne Arnold, Esq.  
Q. Grady Minor & Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134

RE: CPA2004-03 - Weeks Fish Camp Comprehensive Plan Amendment

Dear Mr. Arnold:

Planning staff has reviewed the resubmittal materials dated March 2, 2005 for the above plan amendment request. Staff finds the submittal insufficient and further information is needed. The following comments pertain to Part IV of the application:

A.2. The application includes an existing and proposed Future Land Use Map as part of the submittal materials. Staff recommends adding the surrounding street network to the exhibits as well. This mapped information will be required as part of a transmittal package to the Department of Community Affairs.

Additionally, the **proposed** Future Land Use Map does not show the existing Wetland Future Land Use designation on the subject property. Staff is requesting the delineation of the jurisdictional wetland lines or copies of any permits to fill wetlands as part of staff's review of the proposed amendment. This will be required for the amendment of Wetlands to another land use category on the Future Land Use Map.

A.5. Item 5 requires the submittal of a legal description for the subject property. Staff has found a discrepancy between the legal description provided and the existing and proposed maps provided. The legal description excludes the property with STRAP number 07-47-25-00-00003.0250 while the mapping includes the property. Please provide clarification regarding this parcel by correcting either the legal description or the mapping.

A.6./A.8. Items 6. and 8. require the submittal of property deeds and letters of authorization in cases where the applicant is not the owner of properties requesting a land use change. The application materials provide contracts for sale and purchase for the majority of the parcels comprising the subject area. Staff's review shows that the applicant does not own all of the subject property. Proof of ownership or consent from other owners authorizing the applicant to represent the owner in this request will be required prior to the scheduling of a public hearing before the Local Planning Agency.

In addition to the above, staff would like to clarify through the submittal the proposed transfer of density from property located within the City of Bonita Springs to Weeks Fish Camp. Currently staff has not received any analysis from the applicant regarding this proposal. Part of the analysis must include the jurisdictional determinations of the transferring property showing

the extent of uplands and wetlands and the density calculations which the applicant proposes for use in accomplishing a transfer of density to the subject site. Additional information must be submitted giving the legal description for the transferring property and the means of achieving the conservation of the transferring parcel through for example, conservation easements. In addition, any formal proposal to Lee County such as this will require a detailed analysis and description as well as ownership documentation such as the latest deed for the property. Staff is requesting that the transfer of units from any other sites include an analysis as well. Such an analysis will provide staff with an understanding of the proposal and the information necessary for presentations at public hearings.

If I can be of any assistance or if you have any questions, please do not hesitate to call me at 479-8316.

Sincerely,



Brandy Gonzalez, Planner  
Department of Community Development, Division of Planning

cc: Michele Pessin, Manager Weeks Landing, LLC  
Donna Marie Collins, Assistant County Attorney  
Planning file: CPA 2004-03

BRANDY



RECEIVED  
MAR 11 2005

21500 Three Oaks Parkway  
Estero, Florida 33928

COMMUNITY DEVELOPMENT

Phone: (239) 947-FIRE (3473)

Fax: (239) 947-9538

web site: [www.esterofire.org](http://www.esterofire.org)

March 7, 2005

Bob Thinnes, AICP  
Q. Grady Minor & Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, FL 34134-7569

Re: 27+ Acres Development currently known as Weeks Fish Camp

Dear Mr. Thinnes:

Estero Fire Rescue currently is not capable of providing complete service to this proposed project. In order to adequately protect the proposed project, a water capable vessel equipped with a fire pump meeting our specifications would be required. We will also require that the vessel be housed in a covered slip in such a manner as to provide rapid access and protection from the elements.

Sincerely,

Dennis J. Merrifield  
Fire Chief

Bob Janes  
District One

Douglas R. St. Cerny  
District Two

Ray Judah  
District Three

Tammy Hall  
District Four

John E. Albion  
District Five

Donald D. Stilwell  
County Manager

David M. Owen  
County Attorney

Diana M. Parker  
County Hearing  
Examiner

**COURTESY NOTICE TO ADJACENT PROPERTY OWNERS  
OF RECEIPT OF COMPREHENSIVE PLAN AMENDMENT APPLICATION**

**Date:** March 7, 2005

**Case Number:** CPA2004-03

**Case Name:** Weeks Fish Camp

**Request:** Amend Lee Plan Objective 1.1 by adding a new Policy, Policy 1.1.10, Public Marine Mixed-Use. Amend the Future Land Use Map to change the existing land use category from Outlying Suburban to Public Marine Mixed-Use.

**Location:** 23149/165 Weeks Fish Camp Road

**Property Owner's Representative:** D. Wayne Arnold, AICP  
Q. Grady Minor & Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, FL 34134  
(239) 947-1144

**Lee County Planner:** Brandy Gonzalez  
(239) 479-8316

The file may be reviewed Monday through Friday between the hours of 7:30 a.m. and 4:30 p.m. at the Lee County Planning Division, 1500 Monroe Street, Fort Myers, FL 33901. Call (239) 479-8583 for additional information.

This is a courtesy notice. A public hearing date has not yet been set. You will receive another notice once the hearing date and time have been established.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: CPA 2004-03

**of Dennis Merrifield**  
**Fire Rescue**  
 2500 Three Oaks Parkway  
 Estero, FL 33928

2. Article Number 7004 0550 0001 3774 2908  
(Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-0835

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

Judy West  Agent  
 Addressee

B. Received by (Printed Name)

Judy West C. Date of Delivery 3/9/05

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: CPA 2004-03

**Don Vilnius**  
**West Bay Club Property Owners Association**  
 P.O. Box 820  
 Estero, FL 33928

2. Article Number 7004 0550 0001 3774 2885  
(Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-0835

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

Don Vilnius  Agent  
 Addressee

B. Received by (Printed Name)

Don Vilnius C. Date of Delivery 3/10

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: CPA 2004-03

**Ray Glowaz, Vice President**  
**Coconut Shores Homeowner's Association**  
 23214 Coconut Shores  
 Bonita Springs, FL 34134

2. Article Number 7004 0550 0001 3774 2892  
(Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

Ray Glowaz  Agent  
 Addressee

B. Received by (Printed Name)

Ray Glowaz C. Date of Delivery 3/10

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

*D. Wayne Arnold*

TRANSMISSION OK

TX/RX NO	0687
CONNECTION TEL	8812399470375
SUBADDRESS	
CONNECTION ID	Q Grady Minor &
ST. TIME	03/09 10:32
USAGE T	00'57
PGS. SENT	3
RESULT	OK

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

*Michele  
Pessin*

TRANSMISSION OK

TX/RX NO	0685
CONNECTION TEL	8812393901402
SUBADDRESS	
CONNECTION ID	
ST. TIME	03/09 10:28
USAGE T	01'31
PGS. SENT	3
RESULT	OK

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
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*Donna  
Marie  
Collins*

TRANSMISSION OK

TX/RX NO	0686	
CONNECTION TEL		2606
SUBADDRESS		
CONNECTION ID	ATTY OFFICE	
ST. TIME	03/09 10:30	
USAGE T	00'42	
PGS. SENT	3	
RESULT	OK	



**LEE COUNTY**  
SOUTHWEST FLORIDA

**BOARD OF COUNTY COMMISSIONERS**

Writer's Direct Dial Number: (239) 479-8585

Bob Janes  
District One

Douglas R. St. Cerny  
District Two

Ray Judah  
District Three

Andrew W. Coy  
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John E. Albion  
District Five

Donald D. Stilwell  
County Manager

Robert W. Gray  
Deputy County Attorney

Diana M. Parker  
County Hearing  
Examiner

January 25, 2005

D. Wayne Arnold, Esq.  
Q. Grady Minor & Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134

RE: CPA2004-03 - Weeks Fish Camp Comprehensive Plan Amendment

Dear Mr. Arnold:

Planning staff is requesting further information regarding the above referenced plan amendment proposal. The initial application materials for the amendment were submitted on February 26, 2004. Since that time, staff responded to the submittal with a sufficiency letter dated July 29, 2004 requesting further information. To date, staff has not received a response to the sufficiency letter. It is staff's intention to take the current amendment cycle, which the subject amendment is part of, before the Local Planning Agency (LPA) over the next two months in order to move the cycle towards a December adoption deadline. Please notify staff if you intend to resubmit in order to bring the proposal before the LPA within the next couple of months.

If I can be of any assistance or if you have any questions, please do not hesitate to call me at 479-8316.

Sincerely,

Brandy Gonzalez, Planner  
Department of Community Development, Division of Planning

cc: Michele Pessin, Manager Weeks Landing, LLC  
Planning file: CPA 2004-03

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO	0578	
CONNECTION TEL		8812393901402
SUBADDRESS		
CONNECTION ID		
ST. TIME	01/25 13:52	
USAGE T	00'38	
PGS. SENT	1	
RESULT	OK	

*Week  
Landing*

# MEMORANDUM

from the  
TRANSIT DIVISION



LEE COUNTY  
RECEIVED

04 APR -9 AM 11:48

Your Ride Is Here.

COMM. DEV/  
PUB. WRKS. CNTR.  
SECOND FLOOR

DATE: April 7, 2004

TO: Brandy Gonzalez

FROM: Steve Myers

A handwritten signature in black ink, appearing to be "SM", written over a horizontal line.

RE: LEE PLAN PRIVATE AMENDMENT  
2004-01, 2004-03

Lee County Transit staff has reviewed the above referenced Lee Plan Amendment applications and has determined the information submitted with each application is sufficient to allow a complete and proper staff and agency review.

If you have any further questions regarding this request, please call me at 277-5012, ext. 2222.

# Interoffice Memo

**Date:** 03/25/2004

**To:** Matthew Noble, Principle Planner

**From:** Terry M. Kelley, Emergency Management Coordinator

**RE:** **Weeks Landing Comprehensive Plan Amendment**

---

Staff has reviewed the submittal documents for the above-referenced amendment. This Development is located in a Tropical Storm Evacuation Zone. In Accordance with the National Weather Service storm surge "SLOSH" model, this area will receive storm surge flooding from a Tropical Storm. Therefore, the provisions of Lee County Ordinance 00-14, Land Development Code, Article XI, Sec. 2-481 through 2-486, Hurricane Preparedness that requires shelter and evacuation route impact mitigation for residential developments are required.

Lee County Administrative Code 7-7 requires that every new residential development with 50 to 99 and 100 or more dwelling units submit an emergency preparedness plan as a part of the Development Order Application process. Suggested formats for the plan can be found in AC 7-7 on [www.lee-county.com](http://www.lee-county.com). This plan will be submitted to Lee County Emergency Management for approval.

Terry M. Kelley, 477-3610

**From:** Lindsey Sampson  
**To:** Noble, Matthew  
**Date:** 3/24/04 6:53PM  
**Subject:** Re: 2004 Lee Plan Private Amendments - Summaries...

Matt,

I don't have any objections to the requested amendments that are summarized below.

Lindsey

Lindsey J. Sampson  
Lee County Solid Waste Division  
sampsolj@leegov.com  
Ph. 239-338-3302  
Fax 239-461-5871

>>> Matthew Noble 03/23/04 07:50AM >>>  
Good morning all,

Here is a brief summary for the Plan amendments that I email late yesterday:

1. CPA 2004-01 - Small Scale Amendment (from General Commercial Interchange to Central Urban)- Leeward Yacht Club L.L.C., Leeward Yacht Club Mixed Use Planned Development (Hansen's Marina property @ S.R. 80 & I-75).

(EAR ROUND OF AMENDMENTS PRIVATE REQUESTS:)

2. CPA 2004-02 - Text Amendment, Sue Murphy, AICP, Estero, allow outdoor storage over one acre within a portion of the General Interchange land use category at Corkscrew & I-75.

3. CPA 2004-03 - Text and FLUM Amendment, Weeks Landing L.L.C., Michele Pessin, Manager, Creation of the "Public Marine Mixed Use" category and application to Weeks Fish Camp property (23 acres).

4. CPA 2004-04 - FLUM Amendment, William Fitzgerald, Trustee, Amend from Outlying Suburban to Urban Community (54 acres) from Rural to Outlying Suburban (55 acres), located near Daniels Parkway & I-75.

5. CPA 2004-05 - Text Amendment, Pine Island, Pine Island Agriculture & Landowners' Association, Inc., Amend Policy 14.2.2.

6. CPA 2004-06 - FLUM and Text Amendment, Florida Citrus Corporation, North East Lee County (Alva), Creation of the Rural Village land use category, Amend from Rural and Open Lands to the new Rural Village category for a 3,713 acre property.

7. CPA 2004-07 - Text Amendment, Watermen Development Group Corp., Buckingham, Amend Policy 17.1.3 to "allow lots to be clustered as part of an Agricultural Planned Development."

8. CPA 2004-08 - FLUM Amendment, Advance Homes, Inc., Mill Creek Florida Properties No. 3, L.L.C., Richard D. Fernandez, SW Florida Land 411 L.L.C., Development known as Oak Creek, Amend Rural to Suburban (10 acres), and Suburban to Rural (10 acres), North Fort Myers (near Raymond Lumber)

9. CPA 2004-09 - Text Amendment, Captiva Community Panel, Captiva, Proposing six additional policies.

10. CPA 2004-10 - FLUM Amendment, Hawks Haven Investment, L.L.C., East Lee County (off S.R. 80),

Amend approximately 1,623 acres of Rural and 79 acres of Suburban to Outlying Suburban with a density limit of 2 units per acre and Public Facilities (20 acres).

Matthew A. Noble, Principal Planner  
Lee County Department of Community Development  
Division of Planning  
Email: [noblema@bocc.co.lee.fl.us](mailto:noblema@bocc.co.lee.fl.us)  
(239) 479-8548  
(941) 479-8319 FAX



CPA  
**LEE COUNTY**  
 SOUTHWEST FLORIDA

**RECEIVED**  
 FEB 26 2004  
 PERMIT COUNTER

Lee County Board of County Commissioners  
 Department of Community Development  
 Division of Planning  
 Post Office Box 398  
 Fort Myers, FL 33902-0398  
 Telephone: (941) 479-8585  
 FAX: (941) 479-8519

**APPLICATION FOR A  
 COMPREHENSIVE PLAN AMENDMENT**

(To be completed at time of intake)

DATE REC'D 2/26/04

REC'D BY:

APPLICATION FEE 4560.00

TIDEMARK NO: CPA 2004-00003

THE FOLLOWING VERIFIED:

Zoning

Commissioner District

Designation on FLUM

(To be completed by Planning Staff)

Plan Amendment Cycle:  Normal  Small Scale  DRI  Emergency

Request No: \_\_\_\_\_

**APPLICANT PLEASE NOTE:**

Answer all questions completely and accurately. Please print or type responses. If additional space is needed, number and attach additional sheets. The total number of sheets in your application is: 41

Submit 6 copies of the complete application and amendment support documentation, including maps, to the Lee County Division of Planning. Additional copies may be required for Local Planning Agency, Board of County Commissioners hearings and the Department of Community Affairs' packages.

I, the undersigned owner or authorized representative, hereby submit this application and the attached amendment support documentation. The information and documents provided are complete and accurate to the best of my knowledge.

2/20/04  
 DATE

Michele Pessin, Manager  
 SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE

Weeks Landing, LLC; Michele Pessin, Manager

**I. APPLICANT/AGENT/OWNER INFORMATION**

Weeks Landing, LLC; Michele Pessin, Manager  
APPLICANT  
9167 Brendan Lake Court  
ADDRESS  
Bonita Springs FL 34135  
CITY STATE ZIP  
(239) 390-1402 (239) 390-1402  
TELEPHONE NUMBER FAX NUMBER

D. Wayne Arnold AICP; Q. Grady Minor & Associates, P.A.  
AGENT\*  
3800 Via Del Rey  
ADDRESS  
Bonita Springs FL 34134  
CITY STATE ZIP  
(239) 947-1144 (239) 947-0375  
TELEPHONE NUMBER FAX NUMBER

Weeks Landing, LLC; Michele Pessin, Manager  
OWNER(S) OF RECORD  
9167 Brendan Lake Court  
ADDRESS  
Bonita Springs FL 4135  
CITY STATE ZIP  
(239) 390-1402 (239) 390-1402  
TELEPHONE NUMBER FAX NUMBER

Name, address and qualification of additional planners, architects, engineers, environmental consultants, and other professionals providing information contained in this application.

\* This will be the person contacted for all business relative to the application.

**II. REQUESTED CHANGE (Please see Item 1 for Fee Schedule)**

A TYPE: (Check appropriate type)

Text Amendment

Future Land Use Map Series Amendment  
(Maps 1 thru 20)

List Number(s) of Map(s) to be amended

Map 1

B. SUMMARY OF REQUEST (Brief explanation):

Change to Objective 1.1 to create Policy 1.1.10, Public Marine Mixed-Use.  
Amend FLUM to change existing land use category to Public Marine Mixed-Use  
as described in Exhibit "A".

**III. PROPERTY SIZE AND LOCATION OF AFFECTED PROPERTY  
(for amendments affecting development potential of property)**

A. Property Location:

1. Site Address: 23149/165 Weeks Fish Camp Road

2. STRAP(s): 07-47-25-00-00003.0000

B. Property Information

Total Acreage of Property: 23±

Total Acreage included in Request: 23±

Area of each Existing Future Land Use Category: 23± AC

Total Uplands: 20± AC

Total Wetlands: 3± AC

Current Zoning: AG-2, CPD, MHPD, RPD, RS-3

Current Future Land Use Designation: Outlying Suburban, Wetland

Existing Land Use: Marina, Single family

C. State if the subject property is located in one of the following areas and if so how does the proposed change effect the area:

Lehigh Acres Commercial Overlay: N/A

Airport Noise Zone 2 or 3: N/A

Acquisition Area: N/A

Joint Planning Agreement Area (adjoining other jurisdictional lands): \_\_\_\_\_

Community Redevelopment Area: N/A

D. Proposed change for the Subject Property:

Change to Public Marine Mixed-Use

E. Potential development of the subject property:

1. Calculation of maximum allowable development under existing FLUM:

Residential Units/Density Up to 150 D.U.

Commercial intensity Up to 30,000 Square Feet

Industrial intensity Not Permitted

2 Calculation of maximum allowable development under proposed FLUM:

Residential Units/Density 81 D.U.

Commercial intensity 30,000 to 100,000 Square Feet

Industrial intensity Not Permitted

#### IV. AMENDMENT SUPPORT DOCUMENTATION

At a minimum, the application shall include the following support data and analysis. These items are based on comprehensive plan amendment submittal requirements of the State of Florida, Department of Community Affairs, and policies contained in the Lee County Comprehensive Plan. Support documentation provided by the applicant will be used by staff as a basis for evaluating this request. To assist in the preparation of amendment packets, the applicant is encouraged to provide all data and analysis electronically. (Please contact the Division of Planning for currently accepted formats)

##### A. General Information and Maps

*NOTE: For each map submitted, the applicant will be required to provide a reduced map (8.5" x 11") for inclusion in public hearing packets.*

**The following pertains to all proposed amendments that will affect the development potential of properties (unless otherwise specified).**

1. Provide any proposed text changes.
2. Provide a Future Land Use Map showing the boundaries of the subject property, surrounding street network, surrounding designated future land uses, and natural resources.
3. Map and describe existing land uses (not designations) of the subject property and surrounding properties. Description should discuss consistency of current uses with the proposed changes.
4. Map and describe existing zoning of the subject property and surrounding properties.
5. The legal description(s) for the property subject to the requested change.
6. A copy of the deed(s) for the property subject to the requested change.
7. An aerial map showing the subject property and surrounding properties.
8. If applicant is not the owner, a letter from the owner of the property authorizing the applicant to represent the owner.

**B. Public Facilities Impacts**

*NOTE: The applicant must calculate public facilities impacts based on a maximum development scenario (see Part II.H.).*

**1. Traffic Circulation Analysis**

The analysis is intended to determine the effect of the land use change on the Financially Feasible Transportation Plan/Map 3A (20-year horizon) and on the Capital Improvements Element (5-year horizon). Toward that end, an applicant must submit the following information:

**Long Range – 20-year Horizon:**

- a. Working with Planning Division staff, identify the traffic analysis zone (TAZ) or zones that the subject property is in and the socio-economic data forecasts for that zone or zones;
- b. Determine whether the requested change requires a modification to the socio-economic data forecasts for the host zone or zones. The land uses for the proposed change should be expressed in the same format as the socio-economic forecasts (number of units by type/number of employees by type/etc.);

- c. If no modification of the forecasts is required, then no further analysis for the long range horizon is necessary. If modification is required, make the change and provide to Planning Division staff, for forwarding to DOT staff. DOT staff will rerun the FSUTMS model on the current adopted Financially Feasible Plan network and determine whether network modifications are necessary, based on a review of projected roadway conditions within a 3-mile radius of the site;
- d. If no modifications to the network are required, then no further analysis for the long range horizon is necessary. If modifications are necessary, DOT staff will determine the scope and cost of those modifications and the effect on the financial feasibility of the plan;
- e. An inability to accommodate the necessary modifications within the financially feasible limits of the plan will be a basis for denial of the requested land use change;
- f. If the proposal is based on a specific development plan, then the site plan should indicate how facilities from the current adopted Financially Feasible Plan and/or the Official Trafficways Map will be accommodated.

Short Range – 5-year CIP horizon:

- a. Besides the 20-year analysis, for those plan amendment proposals that include a specific and immediated development plan, identify the existing roadways serving the site and within a 3-mile radius (indicate laneage, functional classification, current LOS, and LOS standard);
- b. Identify the major road improvements within the 3-mile study area funded through the construction phase in adopted CIP's (County or Cities) and the State's adopted Five-Year Work Program;

Projected 2020 LOS under proposed designation (calculate anticipated number of trips and distribution on roadway network, and identify resulting changes to the projected LOS);

- c. For the five-year horizon, identify the projected roadway conditions (volumes and levels of service) on the roads within the 3-mile study area with the programmed improvements in place, with and without the proposed development project. A methodology meeting with DOT staff prior to submittal is required to reach agreement on the projection methodology;
- d. Identify the additional improvements needed on the network beyond those programmed in the five-year horizon due to the development proposal.

2. Provide an existing and future conditions analysis for:

- a. Sanitary Sewer
- b. Potable Water
- c. Surface Water/Drainage Basins
- d. Parks, Recreation, and Open Space.

Analysis should include (but is not limited to) the following:

- Franchise Area, Basin, or District in which the property is located;

- Current LOS, and LOS standard of facilities serving the site;
  - Projected 2020 LOS under existing designation;
  - Projected 2020 LOS under proposed designation;
  - Improvements/expansions currently programmed in 5 year CIP, 6-10 year CIP, and long range improvements; and
  - Anticipated revisions to the Community Facilities and Services Element and/or Capital Improvements Element (state if these revisions are included in this amendment).
3. Provide a letter from the appropriate agency determining the adequacy/provision of existing/proposed support facilities, including:
- a. Fire protection with adequate response times;
  - b. Emergency medical service (EMS) provisions;
  - c. Law enforcement;
  - c. Solid Waste;
  - d. Mass Transit; and
  - e. Schools.

*In reference to above, the applicant should supply the responding agency with the information from Section's II and III for their evaluation. This application should include the applicant's correspondence to the responding agency.*

**C. Environmental Impacts**

Provide an overall analysis of the character of the subject property and surrounding properties, and assess the site's suitability for the proposed use upon the following:

1. A map of the Plant Communities as defined by the Florida Land Use Cover and Classification system (FLUCCS).
2. A map and description of the soils found on the property (identify the source of the information).
3. A topographic map with property boundaries and 100-year flood prone areas indicated (as identified by FEMA).
4. A map delineating wetlands, aquifer recharge areas, and rare & unique uplands.
5. A table of plant communities by FLUCCS with the potential to contain species (plant and animal) listed by federal, state or local agencies as endangered, threatened or species of special concern. The table must include the listed species by FLUCCS and the species status (same as FLUCCS map)

**D. Impacts on Historic Resources**

List all historic resources (including structure, districts, and/or archeologically sensitive areas) and provide an analysis of the proposed change's impact on these resources. The following should be included with the analysis:

1. A map of any historic districts and/or sites, listed on the Florida Master Site File, which are located on the subject property or adjacent properties.
2. A map showing the subject property location on the archeological sensitivity map for Lee County.

**E. Internal Consistency with the Lee Plan**

1. Discuss how the proposal affects established Lee County population projections, Table 1(b) (Planning Community Year 2020 Allocations), and the total population capacity of the Lee Plan Future Land Use Map.
2. List all goals and objectives of the Lee Plan that are affected by the proposed amendment. This analysis should include an evaluation of all relevant policies under each goal and objective.
3. Describe how the proposal affects adjacent local governments and their comprehensive plans.
4. List State Policy Plan and Regional Policy Plan goals and policies which are relevant to this plan amendment.

**F. Additional Requirements for Specific Future Land Use Amendments**

1. Requests involving Industrial and/or categories targeted by the Lee Plan as employment centers (to or from)
  - a. State whether the site is accessible to arterial roadways, rail lines, and cargo airport terminals,
  - b. Provide data and analysis required by Policy 2.4.4,
  - c. The affect of the proposed change on county's industrial employment goal specifically policy 7.1.4.
2. Requests moving lands from a Non-Urban Area to a Future Urban Area
  - a. Demonstrate why the proposed change does not constitute Urban Sprawl. Indicators of sprawl may include, but are not limited to: low-intensity, low-density, or single-use development; 'leap-frog' type development; radial, strip, isolated or ribbon pattern type development; a failure to protect or conserve natural resources or agricultural land; limited accessibility; the loss of large amounts of functional open space; and the installation of costly and duplicative infrastructure when opportunities for infill and redevelopment exist.

3. Requests involving lands in critical areas for future water supply must be evaluated based on policy 2.4.2.
  4. Requests moving lands from Density Reduction/Groundwater Resource must fully address Policy 2.4.3 of the Lee Plan Future Land Use Element.
- G. Justify the proposed amendment based upon sound planning principles. Be sure to support all conclusions made in this justification with adequate data and analysis.

**Item 1: Fee Schedule**

Map Amendment Flat Fee	\$2,000.00 each
Map Amendment > 20 Acres	\$2,000.00 and \$20.00 per 10 acres up to a maximum of \$2,255.00
Small Scale Amendment (10 acres or less)	\$1,500.00 each
Text Amendment Flat Fee	\$2,500.00 each

**AFFIDAVIT**

I, Michele Pessin, certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data, or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of Lee County Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application.

Michele Pessin  
Signature of owner or owner-authorized agent

2/20/04  
Date

Michele Pessin; Weeks Landing, LLC  
Typed or printed name

STATE OF FLORIDA )  
COUNTY OF LEE )

The foregoing instrument was certified and subscribed before me this 20<sup>TH</sup> day of FEB 2004, by MICHELE PESSIN, who is personally known to me or who has produced A DRIVERS LICENSE as identification.

(SEAL)



Sharon Umphenour  
Commission # DD 076492  
Expires Dec. 4, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

Sharon Umphenour  
Signature of notary public

SHARON UMPHENOUR  
Printed name of notary public

# Spatial District Query Report

STRAP Number: 07-47-25-00-00003.0000

District Name	District Value(s)	Pct of Parcel in District ( if fractional )	Notes
Airport Noise Zone		NOT FOUND	
Airspace Notification		NOT FOUND	
Census Tract	Tract ID	503.04	
Coastal Building Zone		NOT FOUND	
Coastal High Hazard Area	Coastal High Hazard Zone	High hazard	
Fire District	Fire District Taxing Authority	Estero 029	
Flood Insurance Zone	Flood Zone	A14-EL11	70.07%
	Flood Zone	A16-EL13	29.93%
FIRM Floodway		NOT FOUND	
Flood Insurance Panel	Community Panel Version C Date	125124 0465 110492	68.42%
	Community Panel Version C Date	125124 0463 110492	31.58%
DNR Flood Zones		NOT FOUND	
Flood Insurance Coastal Barrier	Effective Date	NOV 16, 1990	52.02% 1
Lighting District		NOT FOUND	
Planning Community	ID Plan Community	21 Estero	
Planning Land Use 2010	Landuse	Wetlands	54.39%
	Landuse	Outlying Suburban	41.78%
Sanibel/County Agreement		NOT FOUND	
School Board District	District School Board Member	3 Jane E. Kucel, Ph.D.	
School Choice Zone	Choice Zones	South Zone	
Solid Waste District	District Area	Area 1	
Storm Surge	Category	T S	98.92%
Traffic Analysis Zone	TAZ	616	
Archaeological Sensitivity	Sensitivity Level	2	> 99.99%
	Sensitivity Level	Surveyed	4.93% 2
Sea Turtle Lighting Zone		NOT FOUND	
Watersheds	Shed ID	Estero Bay	
FLUCCS1995	Code Landuse	612 Mangrove swamps	52.42%
	Code Landuse	123 Mixed units (fixed and mobile home units)	47.07%

Code	541	0.37%	2
Landuse	Embayments opening		
Code	411	0.08%	2
Landuse	Pine flatwoods		
Code	524	0.07%	2
Landuse	Lakes less than 10 acres		
<b>Vegetation Permit Required</b>		<b>NOT FOUND</b>	
<b>Soil</b>	Map Symbol	23	64.98%
	Soil Name	WULFERT MUCK	
	Map Symbol	28	24.28%
	Soil Name	IMMOKALEE SAND	
Map Symbol	45	10.44%	3
	COPELAND SANDY LOAM, DEPRESSIONAL		
Map Symbol	99	0.29%	2
	WATER		
<b>Panther Habitat</b>		<b>NOT FOUND</b>	
<b>Eagle Nesting Site buffer</b>		<b>NOT FOUND</b>	
<b>Commissioner District</b>	District	3	
	Commissioner	Ray Judah	
<b>Unincorporated Lee County Zoning</b>	Zoning Designation	AG-2	39.67%
	Zoning Designation	CPD	32.62%
	Zoning Designation	MHP	20.87%
	Zoning Designation	RPD	6.24%
	Zoning Designation	MHPD	0.6%
<b>Development Orders</b>	Development Order	DOS2000-00088	< 0.01%
	Status	ACTIVE	
	Wet Season Water Table		
	Development Order	DOS2000-00088	< 0.01%
	Status	ACTIVE	
	Wet Season Water Table		
<b>Fort Myers Beach Interim Zoning</b>		<b>NOT FOUND</b>	
<b>Road Impact Fee Districts</b>	District	4	
	Tidemark ID	54	
	Name	SOUTHWEST	

[ [Modify](#) ] Report Settings

Note	Details
1	COBRA Zone Insurance not available for new construction after NOV 16, 1990
2	Small percentages can result from slight variations in the way lines are drawn or imported into our system. Such values may not accurately reflect an overlap with the subject parcel.
3	Contact DEP (239) 332-6975 for wetland determination

Our goal is to provide the most accurate data available, however

no warranties, expressed or implied, are provided with this data,  
its use, or interpretation.

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File  
CPA 2004-03

# Firm seeks land-use change for fish camp



Preparing to shove off from Weeks Fish Camp, Neal Weeks, with Estero Bay Boat Tours Inc., unties a pontoon boat to start a tour around Estero Bay in Estero on Thursday. The 131 Group purchased the Weeks Fish Camp for \$7.8 million. Erik Kellar/Staff

*The change that Weeks Landing LLC is seeking for the Weeks Fish Camp would allow development of a marina and up to 150 residential units*

By RIDDHI TRIVEDI-ST. CLAIR  
rtrivedi@naplesnews.com

The company that recently bought the Weeks Fish Camp in Estero is asking for a change in county land-use restrictions that could allow the development of a marina, up to 100,000 square feet of commercial space and up to 150 residential units.

The 131 Group recently purchased the Weeks Fish Camp for a little more than \$7.8 million. The fish camp, which features a small boat ramp, has been a fixture at the western end of Coconut Road for decades.

On Feb. 27, Weeks Landing LLC, a wholly owned subsidiary of the 131 Group, filed

a comprehensive plan amendment request with the county asking that about 23 acres be included in a land-use category called Public Marine Mixed-Use.

That is a new category that the applicant wants created for its property, county officials said.

The comprehensive plan is a document that guides how the county will grow in the future. It is not unusual for developers to ask that property be reclassified in the county's comprehensive plan, but it is relatively rare that they ask for an entirely new classification.

See **FISH CAMP**, Page 14A

## Fish camp

Continued from 1A

"They do that if they have some specific development proposal that doesn't fit the current comprehensive plan of the county," said County Planning Chief Paul O'Connor.

What exactly the company plans to do with the property is not clear.

The application asks for increased density in several categories. That includes increasing the number of allowable residential dwelling units from 81 to 150, and permitting between 30,000 to 100,000 square feet of commercial space instead of the maximum 30,000 square feet allowed under the current designation.

It would also increase the number of permissible boat berths from 80 to 250.

In its application, the company cited as justification for its request the need to preserve commercial multislip docking facilities for public use.

"In order to preserve these facilities for public use, mixed-use development of residential and commercial to support public access to wet and dry docking and launching facilities is necessary," the application states.

Getting permits for waterfront development is not easy. Besides having to persuade the county to change its comprehensive plan, the company would have to go through one or more regulatory agencies. That list could include the South Florida Water Management District, the U.S. Army Corps of Engineers, state Department of Environmental Protection, and possibly even the U.S. Coast Guard if navigational issues are involved, said water management district spokesman Kurt Harclerode.

"It is predominantly a marina they are trying to build, it would be only the DEP," Harclerode said. "But if they want to come in and put a new development in place, they would have to get several different permits from different agencies."

Changing the comprehensive plan also has its challenges. Comprehensive plan amendments must pass muster both with the county and with the state. They are reviewed by the Local Planning Agency and Regional Planning Council as well as county commissioners and the Florida Department of Community Affairs.

In addition to permitting and bureaucratic hurdles, the company is still facing legal obstacles related to its purchase of the land.

Charles Weeks, who owned part of the joint family property and also owns property individually at the site of the Weeks Fish Camp, has filed a lawsuit against the 131 Group.

That lawsuit was in a judge's chambers and not available for public viewing Thursday, but a similar lawsuit Weeks filed in 2003 almost scuttled the deal with the 131 Group.

Still an active piece of litigation, the suit names Charles N. Weeks, Charles Neal Weeks, Mary E. Smith and Richard and Susan Fancher as plaintiffs against Amber Vojak as personal representative of the Estates of

cont.



The 131 Group has filed a comprehensive zoning change plan for about 22 upland acres and 3 wetland acres surrounding Weeks Fish Camp in Estero. The change would nearly triple the amount of traffic in the area. Michel Fortier/Staff

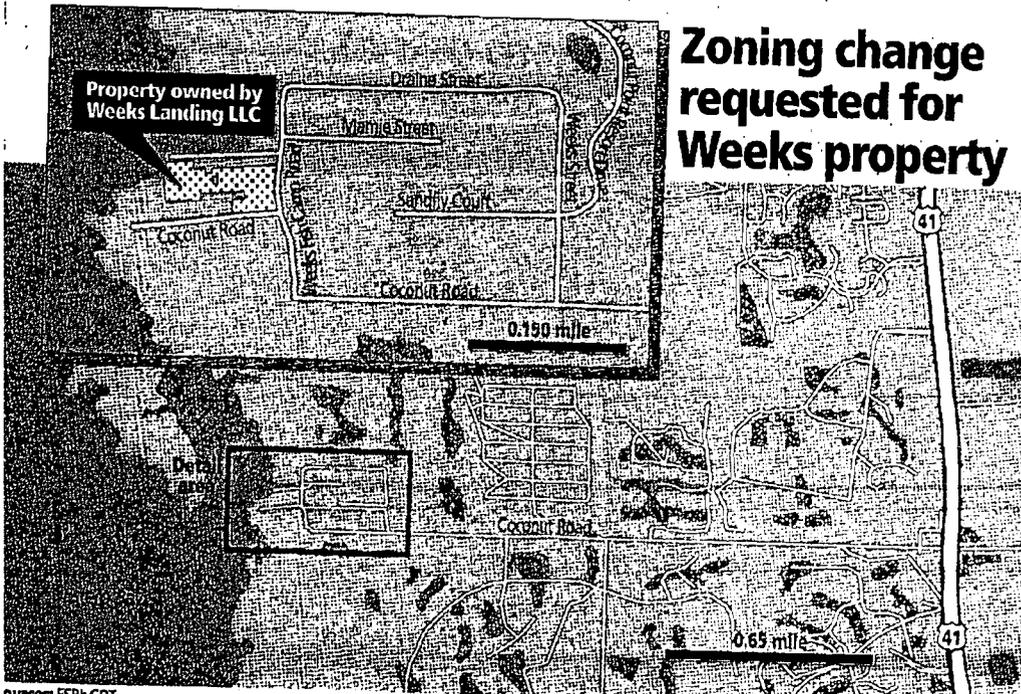
Mamie A. and Draine Weeks, Draine Weeks Family LLC and Mamie Weeks Family LLC, and Libo B. Fineber, individually and as trustee for an unnamed trust.

Weeks withheld his share of the family land trust in return for what the suit called quiet title and easement rights. Weeks owns and operates a boat tour business out of the property that he individually owns at the camp. That property is set away from the bay and his suit stated he had permission from Draine and Mamie Weeks to use the marina portion of the property and have access to the bay so he could continue to run the business.

It indicated that Weeks' use of the property decided to him by his parents for his "commercial charter boat and marina business would be frustrated by the denial of access to Estero Bay..." and without an easement, he would be "denied the beneficial use and enjoyment of his dock and will be unable to operate his long-standing business..." from his lots.

Thomas Gilhooley, who with partner Michele Pessin owns the 131 Group and the new Weeks Landing LLC, declined comment Thursday about the company's plans for the property, citing the Weeks litigation.

## Zoning change requested for Weeks property



sources: ESR; GDT

Korf Rumore/Staff

## SECTION IV. A. 1.

### PROPOSED TEXT CHANGE

#### Public Marine Mixed-Use

##### Policy 1.1.10:

The Public Marine Mixed-Use land use category provides for the continued operation of publicly accessible marinas and marine-related land uses and is intended to further Objective 98.1.1.

This land use category identifies existing publicly accessible marina facilities in areas of increasing demand for marine-related land uses. This land use category is intended to insure continued use for water dependent uses, public access to privately owned marina and boat ramp facilities, and access for safety service vessels. In addition, to full service commercial marina and marina-related supportive facilities, this land use category also permits mixed-use development consisting of residential and commercial land uses. Mixed-use projects not meeting Development of Regional Impact (DRI) thresholds shall be permitted a maximum of 150 dwelling units, and up to 30,000 square feet of commercial development, in addition to the marina and marina-related land uses.

In order to limit environmental impacts, and/or to successfully permit restoration of environmentally sensitive areas, non-water dependent uses shall be clustered on upland and/or previously impacted portions of the site.

Mixed-use projects shall be required to be reviewed as a mixed-use planned development, and must demonstrate through appropriate conditions, how public accessibility to the marina facilities will be maintained, and the measures that will be taken to limit impacts to areas of high environmental value.

**SECTION IV. A. 5.  
LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 01°07'45" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, FOR A DISTANCE OF 718.37 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COCONUT POINT ROAD, THENCE RUN SOUTH 89°32'15" WEST, ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 264.00 FEET; THENCE CONTINUE SOUTH 89°35'27" WEST, ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 441.50 FEET TO THE SOUTHWEST CORNER OF PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORD BOOK 2084, PAGE 4362; THENCE RUN NORTH 01°07'45" WEST, ALONG SAID WEST LINE, FOR A DISTANCE OF 197.55 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 2084, PAGE 4362; THENCE RUN NORTH 89°32'45" EAST, ALONG THE NORTH LINE OF SAID PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORD BOOK 2084, PAGE 4362, FOR A DISTANCE OF 200.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORD BOOK 2055, PAGE 6721; THENCE RUN NORTH 01°07'45" WEST, ALONG THE EAST LINE OF SAID PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORD BOOK 2055, PAGE 6721, FOR A DISTANCE OF 105.51 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF A 50 FOOT WIDE DRIVEWAY EASEMENT; THENCE RUN SOUTH 89°32'45" WEST, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 700.00 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORD BOOK 3191, PAGE 1484, ALSO AN INTERSECTION WITH THE EAST LINE OF A 50 FOOT WIDE DRIVEWAY EASEMENT MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORD BOOK 1272, PAGE 1298; THENCE RUN SOUTH 01°07'45" EAST, ALONG SAID EAST LINE, FOR A DISTANCE OF 105.54 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH HALF OF SAID GOVERNMENT LOT 2; THENCE RUN SOUTH 89°32'15" WEST, ALONG SAID NORTH LINE, FOR 548 FEET PLUS OR MINUS, TO THE MEAN HIGH WATER LINE OF ESTERO BAY; THENCE RUN NORTHERLY ALONG SAID MEAN HIGH WATER LINE TO AN INTERSECTION WITH THE NORTH LINE OF THE AFOREMENTIONED GOVERNMENT LOT 2; THENCE RUN NORTH 89°32'45" EAST, ALONG SAID NORTH LINE FOR 503 FEET PLUS OR MINUS TO AN INTERSECTION WITH THE WEST LINE OF A PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORD BOOK 2236, PAGE 1704; THENCE RUN SOUTH 01°07'45" EAST, ALONG SAID WEST LINE, FOR A DISTANCE OF 142.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORD BOOK 2236, PAGE 1704.; THENCE RUN NORTH 89°32'45" EAST, ALONG THE SOUTH LINE OF SAID

PARCEL OF LAND, FOR A DISTANCE OF 173.50 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORD BOOK 1841, PAGE 755; THENCE RUN SOUTH 01°07'45" EAST, ALONG THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1841, PAGE 755, FOR A DISTANCE OF 100.00 FEET TO AN INTERSECTION WITH THE NORTH LINE OF A 50 FOOT WIDE DRIVEWAY EASEMENT MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORD BOOK 1272, PAGE 1298; THENCE RUN NORTH 89°32'45" EAST, ALONG SAID NORTH LINE, FOR A DISTANCE OF 100.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORD BOOK 2829, PAGE 1118; THENCE RUN NORTH 01°07'45" WEST, ALONG THE WEST LINE FOR A OF SAID PARCEL OF LAND, FOR A DISTANCE OF 100.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE LANDS MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORD BOOK 2236, PAGE 1704; THENCE RUN NORTH 89°32'45" EAST, ALONG SAID SOUTH LINE FOR A DISTANCE OF 1,005.50 FEET TO THE POINT OF BEGINNING, CONTAINING 22 ACRES, MORE OR LESS.

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LESS AND EXCEPT A PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORD BOOK 3246, PAGE 814;

OVERALL PARCEL CONTAINING 22 ACRES, MORE OR LESS.

**SECTION IV. B 2.a.  
SANITARY SEWER**

The subject property lies within the franchise area of Bonita Springs Utilities, Inc. An existing ten inch (10") force main is located within the Coconut Road right-of-way. Table 5 of the Lee County Concurrency Management Report 2002/2003 – 2003/2004 identifies the Bonita Springs Utilities STP as having a 4.25 MGD projected 2004 flow with a design capacity of 7.0 MGD. Current wastewater flow is estimated at 0.020 to 0.024 MGD. The projected flow for 150 dwelling units, 30,000 square feet of commercial and marina is 0.039 to 0.045 MGD. The proposed change will increase the demand by 0.019 to 0.021 MGD. This projected flow will have an insubstantial affect upon the design capacity of the existing facility.

**SECTION IV. B. 2.b.  
POTABLE WATER**

The subject property is located within the Bonita Springs Utilities, Inc. franchise area. An existing twelve inch (12") water main is found within the Coconut Road right-of-way. The Bonita Springs Utilities, Inc. water treatment plant with new reverse osmosis treatment plant has a total capacity of 14.0 MGD. The projected 2004 flow is 8.3 MGD according to the Lee County Concurrency Management Report 2002/2003 – 2003/2004. Current water demand is estimated at 0.020 to 0.024 MGD. The projected water demand for 150 dwelling units, 30,000 square feet of commercial and the marina is 0.039 to 0.045 MGD which will have no significant impact upon the design capacity. The proposed change will increase the demand by 0.019 to 0.021 MGD.

## **SECTION IV. B. 2. c.**

### **SURFACE WATER/DRAINAGE BASINS**

Surface water management will be provided by a series of retention areas, connecting culverts and outfall structure. All design and construction will be permitted through the South Florida Water Management District and will comply with District rules and regulations. Approval by the South Florida Water Management District will be deemed Concurrent with the Level of Service standards set forth in THE LEE PLAN as stated in the Lee County Concurrency Management Plan 2002/2003 – 2003/2004.

## **SECTION IV. B. 2. d**

### **PARKS, RECREATION AND OPEN SPACE**

The subject site is found in District 8 of the Lee County Park Impact Fee regulations. The closest park is the Koreshan State Historic Site on Corkscrew Road. According to the Lee County Concurrency Management report 2002/2003 – 2003/2004 District 8 has a total of 103 acres, including the 55 acre Estero Community Park which will meet both the Regulatory Standard (8 acres in 2003) and the “Desired” Standard (20 acres in 2003) through the year 2006.

**SECTION IV. D. 1. & 2.**  
**IMPACTS ON HISTORIC RESOURCES**

On April 18, 1994, the Lee County Board of County Commissioners by Resolution Z-94-006 approved a rezoning of 4.54± acres of AG-2 property to CPD for the marina. On September 9, 1991, the Lee County Board of County Commissioners by Resolution Z-91-045 approved a zoning of the property to CPD, RPD and MHPD. Neither zoning resolutions noted any existing historic resources, districts and/or sites listed on the Florida Master Site File. Since the rezoning requests were found to be consistent with the Lee Plan, there are no impacts and, therefore, the maps identified in Section IV.D.1. and 2. are not provided.

## **SECTION IV. G JUSTIFICATION**

Policy 98.1.1 of the Lee Plan is devoted to preserving commercial multi-slip docking facilities for public use. In order to preserve these facilities for public use, mixed-use development of residential and commercial to support public access to wet and dry docking and launching facilities is necessary.

**SECTION IV.F.  
ADDITIONAL REQUIREMENTS**

1. Not Applicable
2. Not Applicable
3. Not Applicable
4. Not Applicable

**SECTION IV. E.**  
**INTERNAL CONSISTENCY WITH THE LEE PLAN**

1. The Public Marine Mixed-Use designation is a new Future Land Use Category that will reduce the area of the Outlying Suburban area by 27± acres. Current density will permit 81 dwelling units with the new designation will allow 150 dwelling units without a DRI. The total population capacity of the Future Land Use Map will increase by 69 dwelling units.
2. The Public Marine Mixed-Use designation will not affect any other goal or objective of the Lee Plan as the designation is unique to Objective 98.1.1. The new designation further the objective through mixed-use development necessary to support publicly accessible marinas and marina related uses.
3. The proposal does not affect adjacent local governments or their comprehensive plans. The proposal does provide added assurance that publicly accessible marinas and marina-related uses will continue to operate by permitted mixed-use development.

**LETTER OF AUTHORIZATION  
TO THE LEE COUNTY COMMUNITY DEVELOPMENT**

The undersigned do hereby swear or affirm that they are the fee simple holders and owners of record of property commonly known as 07-47-25-00-00003.0000 and legally described in Exhibit A attached hereto.

The property described herein is the subject of an application for a comprehensive plan amendment, zoning or development. We hereby designate Q. Grady Minor and Associates, P.A. as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorizing of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended authorization is delivered to Lee County.

*Michelle Pessin*

Owner\* (signature)

Michelle Pessin, Manager  
Printed Name

Owner\* (signature)

Printed Name

Owner\* (signature)

Printed Name

Owner\* (signature)

Printed Name

STATE OF FLORIDA  
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 20th day of February, 2004, by Michelle Pessin, who has produced a Drivers License as identification.

(SEAL)



Sharon Umpenhour  
Commission # DD 076492  
Expires Dec. 4, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

*Sharon Umpenhour*

Notary Public

SHARON UMPENHOUR  
(Name typed, printed or stamped)

\*If more than one owner then all owners must sign. See explanation on back.

LEE COUNTY PROPERTY APPRAISER

**PROPERTY DATA FOR PARCEL 07-47-25-00-00003.0000  
TAX YEAR 2003**

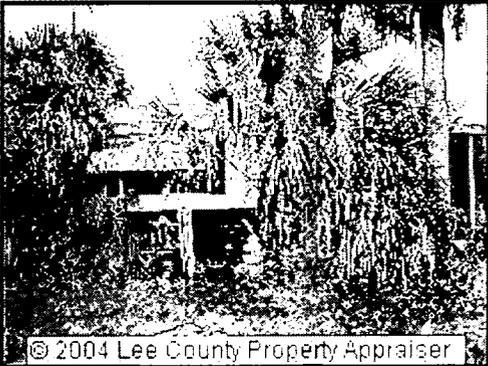
Parcel data is available for the following tax years:

[ [2001](#) | [2002](#) | [2003](#) ]

[ [Next Lower Parcel Number](#) | [Next Higher Parcel Number](#) | [Display Tax Bills on this Parcel](#) ]

OWNERSHIP, LEGAL, SALES AND DISTRICT DATA ARE FROM THE CURRENT DATABASE.  
LAND, BUILDING, VALUE AND EXEMPTION DATA ARE FROM THE 2003 ROLL.

**PROPERTY DETAILS**

<p><b>OWNER OF RECORD</b> WEEKS LANDING LLC 9167 BRENDAN LAKE CT BONITA SPRINGS FL 34134</p> <p><b>SITE ADDRESS</b> 23149/165 WEEKS FISH CAMP RD BONITA SPRINGS FL 34134</p> <p><b>LEGAL DESCRIPTION</b> A PARL LOC IN GOVT LOT 2 AS DESC IN DB 218/530 LESS 3.001 THRU 3.0370</p>	<p>[ <a href="#">VIEWER</a> ] TAX MAP [ <a href="#">PRINT</a> ]</p> 	<p><b>IMAGE OF STRUCTURE</b></p>  <p>© 2004 Lee County Property Appraiser</p> <p>Photo Date: December of 2003 PHOTO DATED AFTER 2003 ROLL</p>
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<p><b>TAXING DISTRICT</b> 186 - ESTERO FIRE</p>	<p><b>DOR CODE</b> 20 - AIRPORTS, TERMINALS, PIERS</p>
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PROPERTY VALUES	EXEMPTIONS	ATTRIBUTES	
JUST	93,710 HOMESTEAD	0 UNITS OF MEASURE	AC
ASSESSED	93,710 AGRICULTURAL	0 NUMBER OF UNITS	8.26
ASSESSED SOH	93,710 WIDOW	0 FRONTAGE	0
TAXABLE	93,710 WIDOWER	0 DEPTH	0
BUILDING	45,870 DISABILITY	0 BEDROOMS	6

<b>LAND</b>	<b>47,840 WHOLLY</b>	<b>0 BATHROOMS</b>	<b>3</b>
<b>BUILDING FEATURES</b>	<b>6,220 SOH DIFFERENCE</b>	<b>0 TOTAL BUILDING SQFT</b>	<b>1,812</b>
<b>LAND FEATURES</b>	<b>15,370</b>	<b>YEAR IMPROVED</b>	<b>1946</b>

### SALES/TRANSACTIONS

SALE PRICE	DATE	OR BOOK / PAGE	TYPE	TRANSACTION DETAILS DESCRIPTION	VACANT / IMPROVED
100	12/19/2003	<u>4166/1151</u>	04	Disqualified (Multiple STRAP # - 01,03,07) There are 1 additional parcel(s) with this document (may have been split after the transaction date)... <u>07-47-25-00-00003.0370</u>	I
100	12/19/2003	<u>4166/1154</u>	04	Disqualified (Multiple STRAP # - 01,03,07) There are 2 additional parcel(s) with this document (may have been split after the transaction date)... <u>07-47-25-00-00003.0020,</u> <u>07-47-25-00-00003.0370</u>	I
100	8/1/1994	<u>2754/1331</u>	04	Disqualified (Multiple STRAP # - 01,03,07) There are 5 additional parcel(s) with this document (may have been split after the transaction date)... <u>07-47-25-00-00003.0220,</u> <u>07-47-25-00-00003.0230,</u> <u>07-47-25-00-00003.0240,</u> <u>07-47-25-00-00003.0250,</u> <u>07-47-25-00-00003.0370</u>	I
0	8/1/1994	<u>2540/2051</u>	04	Disqualified (Multiple STRAP # - 01,03,07) There are 5 additional parcel(s) with this document (may have been split after the transaction date)... <u>07-47-25-00-00003.0220,</u> <u>07-47-25-00-00003.0230,</u> <u>07-47-25-00-00003.0240,</u> <u>07-47-25-00-00003.0250,</u> <u>07-47-25-00-00003.0370</u>	I

### PARCEL RENUMBERING HISTORY

PRIOR STRAP	RENUMBER REASON	RENUMBER DATE
07-47-25-00-00003.0370	Split (From another Parcel)	Tuesday, August 15, 2000
00-00-00-00-00000.0000	Split (From another Parcel)	Wednesday, July 16, 1997
00-00-00-00-00000.0000	Split (From another Parcel)	Thursday, May 22, 1997

## SOLID WASTE (GARBAGE) ROLL DATA

SOLID WASTE DISTRICT	ROLL TYPE	CATEGORY	UNIT/AREA	TAX AMOUNT
001 - Service Area 1 - Fort Myers Beach Area	R - Residential Category		3	629.79

## ELEVATION INFORMATION

STORM SURGE CATEGORY	FLOOD INSURANCE (FIRM FAQ)				
	RATE CODE	COMMUNITY	PANEL	VERSION	DATE
Tropical Storm	A14:EL11	125124	0465	C	110492

[ [Show](#) ]

## APPRAISAL DETAILS

TRIM (*proposed* tax) Notices are available for the following tax years:  
 [ [1997](#) | [1998](#) | [1999](#) | [2000](#) | [2001](#) | [2002](#) | [2003](#) ]

[ [Next Lower Parcel Number](#) | [Next Higher Parcel Number](#) ]

[ [New Query](#) | [New Browse](#) | [Parcel Queries Page](#) | [Lee PA Home](#) ]

This site is best viewed with [Microsoft Internet Explorer 5.5+](#) or [Netscape Navigator 6.0+](#).  
 Page was last modified on Friday, February 13, 2004 11:06:16 AM.

**SECTION IV. A. 5.  
LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LESS AND EXCEPT A PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORD BOOK 3246, PAGE 814;

OVERALL PARCEL CONTAINING 22 ACRES, MORE OR LESS.

Property Appraiser's  
Parcel Identification No.  
07-47-25-00-00003.0000,07-47-25-00-  
Grantee's Social Security Number:  
Weeks Landing, LLC ( \_\_\_\_\_ )  
This instrument was prepared  
without examination or opinion of title by  
Louis W. Cheffy  
Cheffy Passidomo  
Wilson & Johnson, LLP  
821 Fifth Avenue South  
Naples, Florida 34102  
(239) 261-9300

INSTR # 6102738  
OK BK 04166 Pgs 1151 - 1153; (3pgs)  
RECORDED 01/08/2004 11:04:29 AM  
CHARLIE GREEN, CLERK OF COURT  
LEE COUNTY, FLORIDA  
RECORDING FEE 15.00  
DEPUTY CLERK A Janke

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**WARRANTY DEED**

THIS WARRANTY DEED, made the 19 day of December, 2003, by Mamie Weeks Family L.L.C., a Florida limited liability company, whose post office address is 2164, CJ Lane, Labelle, FL 339352164 CJ Lane, Labelle, FL 33935 (singularly or collectively "Grantor"), to Weeks Landing, LLC, a Florida limited liability company, whose post office address is 9167 Brendan Lake CT, Bonita Springs, FL 34134 (singularly or collectively "Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Lee County Florida, viz:

Legal description set forth on "Exhibit "A" attached hereto

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the current and subsequent years, zoning and use restrictions imposed by governmental authority, restrictions and easements common to the subdivision, and outstanding oil, gas and mineral interests of record, if any.

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

Signed, Sealed and Delivered as  
to Each Grantor in the Presence of:

Mamie Weeks Family, L.L.C., a Florida limited  
liability company

David Spencer  
Witness Name: David Spencer  
Michael F. Dion  
Witness Name: MICHAEL F. DION

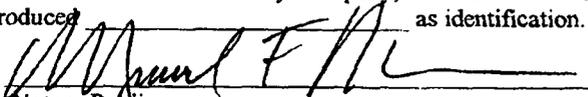
By: Amber J. Vojak  
Amber J. Vojak, Managing Member

(Corporate Seal)

State of Florida  
County of HENDRY

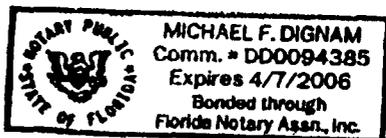
The foregoing instrument was acknowledged before me this 19 day of December, 2003 by Amber J. Vojak, Managing Member of Mamie Weeks Family, L.L.C., a Florida limited liability company, on behalf of the company. She [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

[Notary Seal]

  
\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

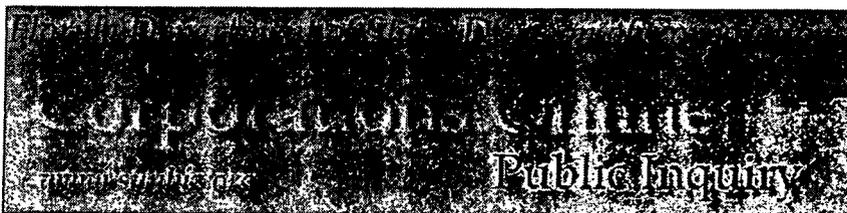
My Commission Expires: \_\_\_\_\_



From the northeast corner of Government Lot 2 go south along the easterly line of Government Lot 2 for 557 feet. Thence West along a line parallel with and 557 feet south of the northerly line of Government Lot 2 and being the south line of what is commonly known as Mamie Street for 25 feet to the point of beginning. Thence West along a line parallel with and 557 feet south of the northerly line of Government Lot 2 and being the south line of what is commonly known as Mamie Street for 1180.5 feet to the East line of a 50 foot roadway easement (commonly known as Weeks Fish Camp Road) as described in Official Records Book 1284, Page 2000 of the Public Records of Lee County, Florida; Thence continue South along said Easterly line of said roadway easement for 2.6 feet; Thence continue West parallel with the North line of Government Lot 2 to the West line of Government Lot 2; Thence Northerly along the Western boundary of Government Lot 2 to the North line of Government Lot 2; Thence East along the North line of Government Lot 2 to a point 1279 feet West of the Northeast corner of Government Lot 2; Thence South 142 feet; Thence East parallel with the North line of Government Lot 2 for 73.5 feet; Thence South 100 feet; Thence East parallel with the North line of Government Lot 2 for 1180.5 feet; Thence South for 50 feet; Thence West along a line parallel with the north line of Government Lot 2 and being the south line of what is commonly known as Draine Street for 1180.5 feet to the Eastern line of Weeks Fish Camp Road; Thence South 215 feet to the north line of what is commonly known as Mamie Street; Thence East 1180.5 feet; Thence South for 50 feet to the point of beginning.

Exhibit A





**Florida Limited Liability**

**WEEKS LANDING, LLC**

**PRINCIPAL ADDRESS**  
 9167 BRENDAN LAKE COURT  
 BONITA SPRINGS FL 34134

**MAILING ADDRESS**  
 9167 BRENDAN LAKE COURT  
 BONITA SPRINGS FL 34134

**Document Number**  
 L03000043265

**FEI Number**  
 NONE

**Date Filed**  
 11/07/2003

**State**  
 FL

**Status**  
 ACTIVE

**Effective Date**  
 NONE

**Total Contribution**  
 0.00

**Registered Agent**

Name & Address
NOVATT, JEFF M ESQ. C/O CHEFFY, PASSIDOMO, ET AL 821 FIFTH AVENUE SOUTH, SUITE 201 NAPLES FL 34102

**Manager/Member Detail**

Name & Address	Title
PESSIN, MICHELE 9167 BRENDAN LAKE COURT BONITA SPRINGS FL 34134	MGR

**Annual Reports**

Report Year	Filed Date
-------------	------------

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No Events  
No Name History Information

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### Document Images

Listed below are the images available for this filing.

[11/07/2003 - Florida Limited Liabilites](#)

**THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT**

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[Corporations Inquiry](#)

[Corporations Help](#)

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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Weeks Landing, LLC

**Filing Evidence**

- Plain/Confirmation Copy
- Certified Copy

**Retrieval Request**

- Photocopy
- Certified Copy

**Type of Document**

- Certificate of Status
- Certificate of Good Standing
- Articles Only
- All Charter Documents to Include Articles & Amendments
- Fictitious Name Certificate
- Other

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input checked="" type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

03 NOV - 7 PM 3 11  
FILED  
TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION**  
of  
**WEEKS LANDING, LLC**

The undersigned organizer hereby forms a Limited Liability Company under Chapter 608 of the laws of the State of Florida.

**ARTICLE I. NAME**

The name of the Limited Liability Company ("Company") shall be Weeks Landing, LLC.

**ARTICLE II. PRINCIPAL PLACE OF BUSINESS**

The address of the principal place of business of this Company shall be 9167 Brandon Lake Court, Bonita Springs, Florida 34134, and the mailing address of the Company shall be the same.

**ARTICLE III. TERM OF EXISTENCE**

This Company shall commence its existence on the date these Articles are filed, pursuant to Florida Statutes Section 608.409; and shall exist until dissolved in a manner provided by law or as provided in the operating agreement adopted by the members.

**ARTICLE IV. NATURE OF BUSINESS**

This Company may engage in or transact any or all lawful activities or business permitted under the laws of the United States, the State of Florida or any other state, country, territory or nation.

**ARTICLE V. NEW MEMBERS**

Except as otherwise provided in the operating agreement adopted by the members, no new members shall be admitted without the consent of members owning at least sixty percent (60%) of the voting membership interests.

**ARTICLE VI. CONTINUATION OF COMPANY**

Except as otherwise provided in the operating agreement adopted by the members, the remaining members of this Company shall have the right to continue the business of the company upon the death,

retirement, resignation, expulsion, bankruptcy or dissolution of a member, or the occurrence of any event that terminates the continual membership of a member in the limited liability company, upon vote of the remaining members owning at least sixty percent (60%) of the voting membership interests.

**ARTICLE VII. MANAGEMENT**

The Company shall be managed by its manager pursuant to Florida Statutes Section 608.422.

The name and address of the manager is as follows:

Michele Pessin  
9167 Brendan Lake Court  
Bonita Springs, Florida 34134

**ARTICLE VIII. INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

1. The name of the initial registered agent of the Company is Jeff M. Novatt, Esquire.
2. The street address of the initial registered office of the Company shall be CHEFFY, PASSIDOMO, WILSON & JOHNSON, LLP, 821 Fifth Avenue South, Suite 201, Naples, Florida 34102. The mailing address shall be CHEFFY, PASSIDOMO, WILSON & JOHNSON, LLP, 821 Fifth Avenue South, Suite 201, Naples, Florida 34102.

**ARTICLE IX. ORGANIZER**

The name and street address of the Organizer to these Articles of Organization is:

Jeff M. Novatt, Esq.  
Cheffy, Passidomo, Wilson & Johnson  
821 Fifth Avenue South  
Suite 201  
Naples, Florida 34102

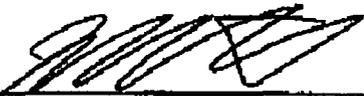
IN WITNESS WHEREOF, the undersigned, has hereunto set his hands, on this 7<sup>th</sup> day of November, 2003.

  
\_\_\_\_\_  
Jeff M. Novatt, Esq.  
Authorized Representative

**ACCEPTANCE**

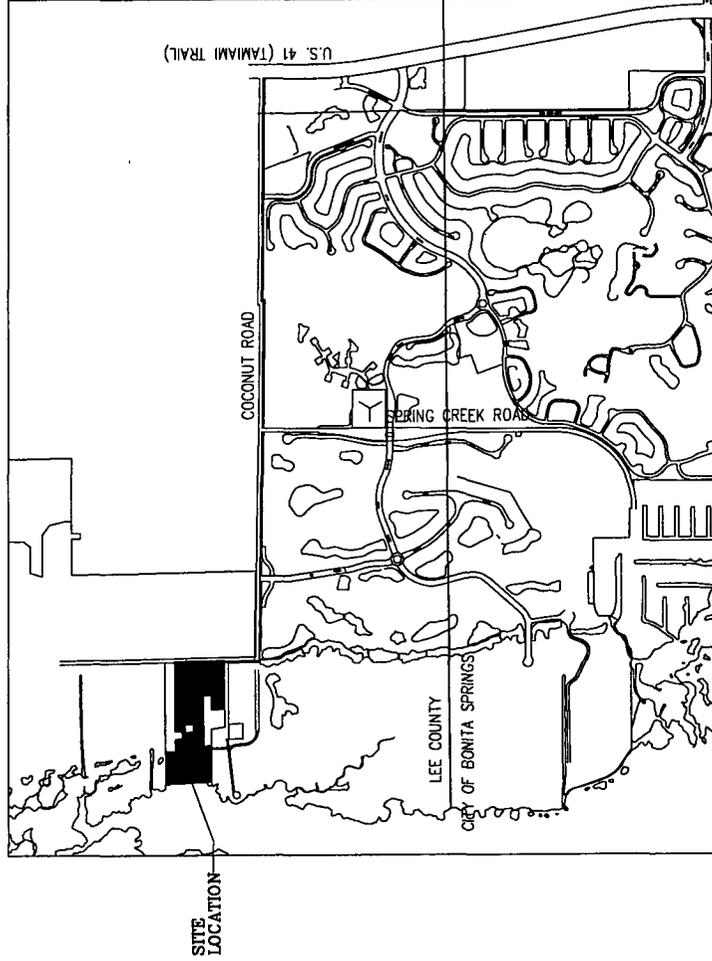
I agree, as Registered Agent, to accept service of process; to keep my office open during prescribed hours; to post my name (and any other officers of said limited liability company authorized to accept service of process at the above Florida designated address) in some conspicuous place in my office as required by law. I am familiar with and accept the obligations of my position as registered agent.

WITNESS my hand this 7<sup>th</sup> day of November, 2003, in the City of Naples, State of Florida.

  
\_\_\_\_\_  
Jeff M. Novatt, Esq.  
Registered Agent

# WEEKS LANDING COMPREHENSIVE PLAN AMENDMENT

LOCATED IN SECTION 07, TOWNSHIP 47, RANGE 25,  
LEE COUNTY, FLORIDA



LOCATION MAP

OWNER  
WEEKS LANDING, LLC  
9167 BRENDAN LAKE COURT  
BONITA SPRINGS, FL 34135  
(239) 390-1402

PREPARED BY  
**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
3800 VIA DEL SEU  
BONITA SPRINGS, FLORIDA 34134  
PHONE: (239) 847-1144 FAX: (239) 847-0070  
PROFESSIONAL CERTIFICATE OF APTITUDE/EXPERIENCE IS ON FILE  
EXPIRES: 12/31/2014



INDEX OF DRAWINGS

DESCRIPTION

- COVER SHEET AND INDEX OF DRAWINGS
- AERIAL AND EXISTING LAND USES AND ZONING MAP
- LEE PLAN FUTURE LAND USE MAP EXISTING
- LEE PLAN FUTURE LAND USE MAP PROPOSED

DRAWN BY: S.J.U.  
CHECKED BY: S.J.U.  
APPROVED: D.W.A.  
DATE: FEBRUARY 2004  
REVISION DATE:  
FILE NAME: WFCDD

**LEVEL OF SERVICE ANALYSIS  
FOR  
WEEKS LANDING  
COMPREHENSIVE PLAN CHANGE**

Prepared by:

*Q. Grady Minor*  
2/25/04



**Q. GRADY MINOR & ASSOCIATES, P.A.**

**CIVIL ENGINEERS ■ LAND SURVEYORS ■ PLANNERS**

3800 Via Del Rey  
Bonita Springs, Florida 34134

(239) 947-1144

February 24, 2004

## **LEVEL OF SERVICE ANALYSIS WEEKS LANDING COMPREHENSIVE PLAN CHANGE**

The Weeks Landing property is a 27± acre parcel located at the west end of Coconut Road on Estero Bay in Section 7, Township 47 South, Range 25 East, Lee County, Florida. The current request would result in redesignation of the property from Outlying Suburban and Wetland to Public Marine Mixed-Use. The requested change would permit the development of a public boat ramp with 50± wet slips, up to 200 dry storage berths, 150 residential units, 30,000 square feet of retail, and 10,000 square feet of marine retail uses. The current Future Land Use Map (FLUM) designation permits the existing uses of a public boat ramp, 50± wet slips, 30 dry storage berths, up to 81 residential units, and 10,000 square feet of retail uses. A location map is provided on Figure 1 in the Appendix to this report.

### **Scope**

The following items are included in this report:

1. Trip Generation Calculations for average weekday daily traffic including peak hour volumes for the existing uses permitted under the current FLUM designation.
2. Trip Generation Calculations for average weekday daily traffic including peak hour volumes for the uses permitted under the current request.
3. Level of Service analysis for U.S. 41 (the nearest arterial roadway) for buildout conditions, both with and without the project traffic.
4. Level of Service analysis for U.S. 41 for projected 2020 conditions, both with and without the project traffic.

### **Conclusions/Discussion**

The following conclusions can be drawn from the analyses:

1. U.S. 41 will operate at an acceptable level of service with project traffic included, after planned widening of U.S. 41 to 6 lanes.
2. The projected 2020 level of service for U.S 41 is not degraded by the addition of project traffic.
3. No changes to 2020 data projections or modeling are recommended as a result of the proposed change.

### **Trip Generation**

The additional traffic generated by the proposed comprehensive plan change was estimated using the 6th Edition Trip Generation published by the Institute of Transportation Engineers (ITE). Land Use Code 420, Marina, Land Use Code 230, Residential Condominium, and Land Use Code 814, Specialty Retail Center are used for the project. Trip generation calculations are presented for the existing uses permitted under the current FLUM designation and the ultimate highest and best uses under the proposed change. A summary of the calculations is presented on Tables 1 and 2 in the Appendix to this report.

The existing land use would generate 1,188 average annual daily trips, with 93 trip ends during the highest peak hour (PM). The proposed land use would generate 3,286 average annual daily trips, with 237 trip ends during the highest peak hour (PM). The increase in trip generation is 2,098 average annual daily trips, with 144 trip ends during the highest peak hour (PM).

### Level of Service Analysis

The expected buildout year for the project is 2008. The nearest arterial road is U.S. 41. The 2001 100<sup>th</sup> highest hour volume for U.S. 41 at this location is 1,699. The growth rate used in the following calculations is 4.5%, based on growth for this link in the 2002 traffic count report (29,100 to 43,100 in 9 years). The LOS standard for this link is LOS E. Please refer to the supporting information included in the Appendix to this report.

The level of service analysis for U.S. 41 south of Hickory Drive for the year following buildout is as follows:

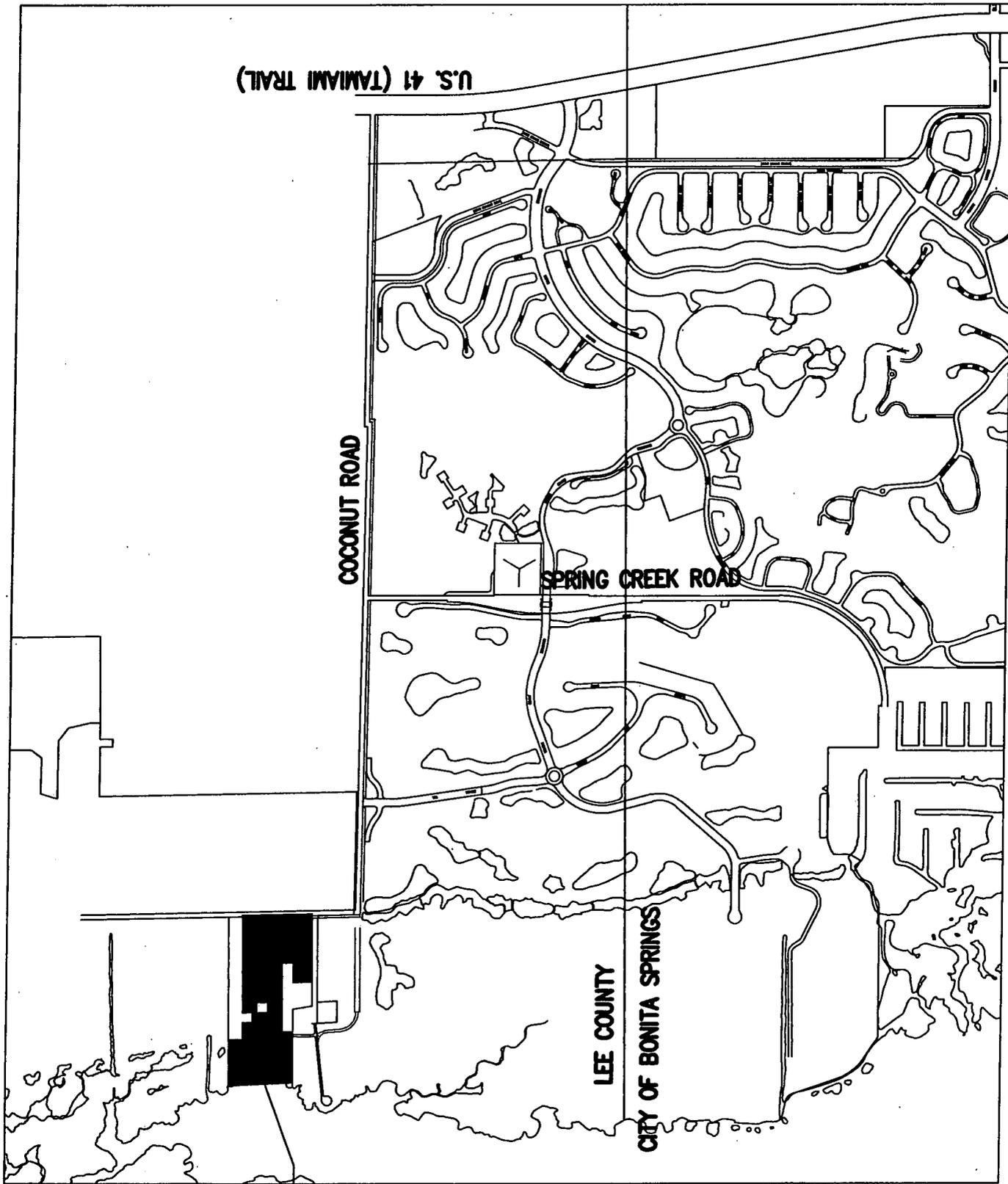
U.S. 41 south of Hickory Drive – Projected Level of Service		
Year	100 <sup>th</sup> Highest Hour Volume	Level of Service
Existing 2004	1,939	D
2009 Without Project	2,416	C*
2009 With Project	2,497	C*

\*This link is currently under construction for widening to 6 lanes. Once 6 lane improvements are constructed, the link will operate at LOS C under all conditions above. This is an acceptable level of service.

The Metropolitan Planning Organization projects traffic volumes for the segment of U.S. 41 between Old 41 and Corkscrew Road that place the road segment at LOS D or better Level of Service. Please refer to the 2020 road volumes in the Appendix to this report. The addition of project traffic does not degrade the level of service of any of the segments of U.S. 41 between Old 41 and Corkscrew Road.

The potential new traffic volume generated by the proposed FLUM change would result in an increase of approximately 97 peak hour trips on the segments of U.S. 41 adjacent to Coconut Road. The new trips generated for the proposed change will have little impact on modeling prepared for the 2020 Financially Feasible Plan network. No changes to the data projections or distribution for this Traffic Analysis Zone are recommended.

The comprehensive plan amendment application requires that a traffic circulation analysis be completed to determine the change's effect on the 20-year and 5-year horizons. The above analysis shows that the proposed change will not require modifications to the data forecasts for the 20-year horizon and that currently planned improvements are sufficient for the 5-year horizon, with or without the proposed change.



LOCATION MAP

Table 1

Existing Weeks Fish Camp  
 SUMMARY OF AVERAGE VEHICLE TRIP GENERATION  
 AVERAGE WEEKDAY DRIVEWAY VOLUMES  
 2-20-04

LAND USE	SIZE	24 HOUR TWO-WAY VOLUME	AM PK HOUR		PM PK HOUR	
			ENTER	EXIT	ENTER	EXIT
MARINA	80 BOAT BERTHS	237	2	4	9	6
RESIDENTIAL CONDOMINIUM	81 DWELLING UNITS	544	7	36	35	17
SPECIALTY RETAIL CENTER	10 TH.GR.SQ.FT.	407	0	0	11	15
<b>TOTAL</b>		<b>1188</b>	<b>9</b>	<b>40</b>	<b>55</b>	<b>38</b>

Note: A zero rate indicates no rate data available

TRIP GENERATION BY MICROTRANS

Table 2

Proposed Weeks Fish Camp  
SUMMARY OF AVERAGE VEHICLE TRIP GENERATION  
AVERAGE WEEKDAY DRIVEWAY VOLUMES  
2-20-04

LAND USE	SIZE	24 HOUR	AM PK HOUR		PM PK HOUR	
		TWO-WAY VOLUME	ENTER	EXIT	ENTER	EXIT
MARINA	250 BOAT BERTHS	740	7	13	29	19
RESIDENTIAL CONDOMINIUM	150 DWELLING UNITS	919	12	59	58	28
SPECIALTY RETAIL CENTER	10 TH.GR.SQ.FT.	407	0	0	11	15
SPECIALTY RETAIL CENTER	30 TH.GR.SQ.FT.	1220	0	0	33	44
TOTAL		3286	19	72	131	106

Note: A zero rate indicates no rate data available

TRIP GENERATION BY MICROTRANS

ROAD LINK VOLUMES  
Peak Direction of Flow

ROADWAY LINK NAME	FROM	TO	ROAD TYPE	PERFORMANCE STANDARD		2001 100th HIGHEST HOUR		EST 2002 100th HIGHEST HOUR		FORECAST FUTURE VOL		NOTES*	LINK NO.
				LOS	CAPACITY	LOS	VOLUME	LOS	VOLUME	LOS	VOLUME		
WINKLER ROAD	CYPRESS LAKE DRIVE	COLLEGE PARKWAY	4LD	E	1,700	C	709	C	712	C	717		256
WINKLER ROAD	COLLEGE PARKWAY	MCGREGOR BLVD. (C.R. 867)	2LN	E	880	A	331	B	417	B	446		257
WOODLAND BLVD.	U.S. 41	CHATHAM STREET	2LU	E	1,040	C	340	C	340	C	340		258
W. 6TH ST.	WILLIAMS AVENUE	JOEL BLVD.	2LU	E	1,040	B	119	B	119	B	119		259
W. 12TH STREET	GUNNERY ROAD	SUNSHINE BLVD.	2LU	E	1,040	D	429	D	429	D	429		260
W. 12TH STREET	SUNSHINE BLVD.	WILLIAMS AVENUE	2LU	E	1,040	B	58	B	58	B	58		261
W. 12TH STREET	WILLIAMS AVENUE	JOEL BLVD.	2LU	E	1,040	B	110	B	110	B	110		262
U.S. 41	COLLIER COUNTY LINE	BONITA BEACH RD. (C.R. 865)	4LD	E	2450	B	1,521	B	1,635	C	2,305	6 Lane Funded by FDOT in 02/03	263
U.S. 41	BONITA BEACH RD. (C.R. 865)	W. TERRY STREET	4LD	E	2450	B	1,812	C	2,163	F	2,783	6 Lane Funded by FDOT in 02/03	264
U.S. 41	W. TERRY STREET	OLD 41 (C.R. 887)	4LD	E	2450	B	1,612	C	1,942	F	2,625	6 Lane Funded by FDOT in 02/03	265
U.S. 41	OLD 41 (C.R. 887)	CORKSCREW RD.	4LD	E	2450	B	1,699	F	3,723	F	5,188	6 Lane under construction	266
U.S. 41	CORKSCREW RD.	SANIBEL BLVD.	4LD	E	2270	C	1,975	D	2,233	F	2,699	ROW Funded in 06/07 (County advanced design)	267
U.S. 41	SANIBEL BLVD.	ALICO ROAD	6LD	E	3400	C	1,809	C	1,865	C	1,931		268
U.S. 41	ALICO ROAD	ISLAND PARK ROAD	6LD	E	3400	C	2,550	C	2,574	C	2,576		269
U.S. 41	ISLAND PARK ROAD	BRIARCLIFF RD.	6LD	E	3400	C	2,566	C	2,628	C	2,674		270
U.S. 41	BRIARCLIFF RD.	SIX MILE CYPRESS PKWY.	6LD	E	3400	C	3,097	C	3,190	C	3,198		270
U.S. 41	SIX MILE CYPRESS PKWY.	DANIELS RD.	6LD	E	2810	C	1,638	C	1,655	C	2,029		272
U.S. 41	DANIELS RD.	COLLEGE PARKWAY	6LD	E	2810	C	2,040	C	2,052	C	2,052	Constrained v/c=0.73	273

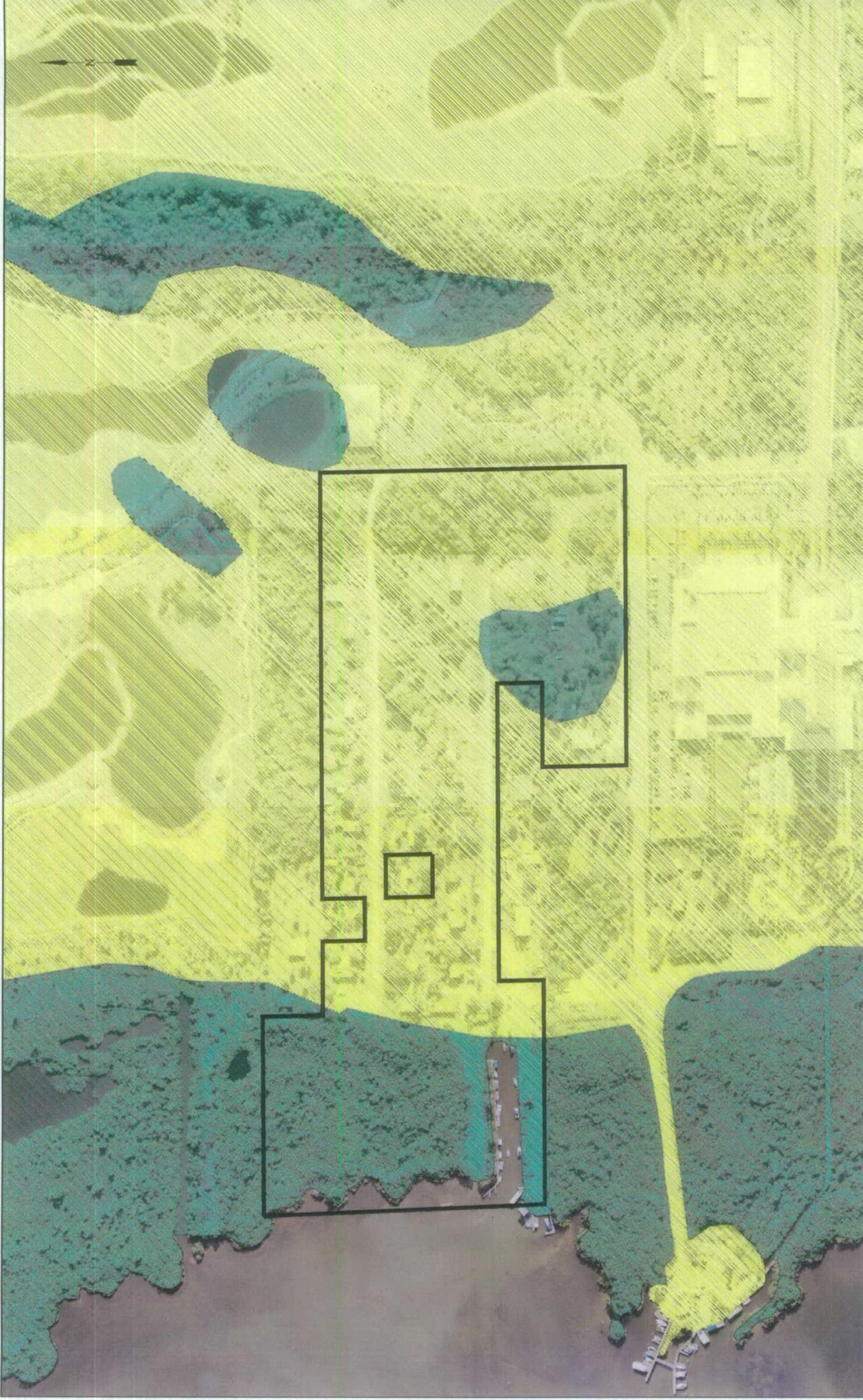
# PERIODIC COUNT STATION DATA

STREET	LOCATION	Sta- tion #	M- A- P	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	PERM- ANENT STATION
				1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	
SUNRISE BLVD	E OF BELL BLVD	480	F					200	200	300	200	200	300	6
SUNSHINE BLVD	N OF IMMOKALEE RD	413	F		500	500	700	1000	1300	1100	1200	1300	1000	22
	N OF LEE BLVD (CR 884)	412	F	1400	1300	1300	1600	2300	3000	2800	3100	3400	5000	22
	N OF W 12TH ST	479	F					700	2400	2500	2300	N/A	2900	22
TAMIAMI TRAIL - SEE US 41 OR BUSINESS US 41														
THREE OAKS PKWY	S OF CORKSCREW RD	526												
	N OF CORKSCREW RD	415	H	2400	2400	3100	3000	4000	4500	5600	5900	7200	8400	15
	S OF ALICO RD	414	H	3600	3600	4500	4200	5000	5100	5700	5600	5700	6400	15
TRICE ST	W OF ORTIZ AV	417	A	2800	2700	3300	3400	3400	3000	4000	3700	4100	4000	5
	W OF I 75	416	E	2600	2500	2600	2500	2400	2200	2300	2400	2500	2100	5
TREELINE AVE	S OF DANIELS PKWY	502	E					900	900	2200	2600	2900	2700	32
12 ST W	E OF GUNNERY RD	472	F					1800	3000	2100		1800	2500	22
23RD ST SW	E OF GUNNERY RD	469	F					4300	5100	2900	3400	4600	4900	22
US 41 (SR 45)	N OF COLLIER CO LINE	23	H	20700	22200	24900	24200	28000	27400	28800	30700	31300	34000	
	N OF BONITA BEACH RD	437	H	31600	32300	30900	31700	33400	34500	36400	35700	39900	49000	23
	N OF WEST TERRY ST	433	H	23700	25500	25100	27500	29000	29200	30200	32500	35500	38200	25
	N OF OLD 41	436	H	29100	26200	28800	30600	30700	30100	32900	31600	30800	43100	25
	N OF CORKSCREW RD		H	23800	24200									
	S OF HICKORY DR	25	H	29100	27300	27700	29400	29400	27100	29000	31500	35100	N/A	3
	N OF SANIBEL BLVD	424	H	30900	26700	28400	28900	28800	25700	27700	30400	34400	34700	3
	N OF ALICO RD	420	G	42700	37300	41300	40300	41200	39400	41300	41100	48500	47800	25
	N OF ISLAND PARK RD	434	G	45900	48500	45600	44200	42800	42500	49000	41700	48800	48600	25
	N OF JAMAICA BAY WEST	435	G	48400	50100	53100	51100	52700	49000	48400	58900	52700	52700	25
N OF SIX MILE CYPRESS PKWY	418	G	42100	37800	40600	43200	39900			35700	38300	41100	9	

LINK-SPECIFIC SERVICE VOLUMES ON ARTERIALS IN LEE COUNTY (2002 DATA)

ROAD SEGMENT	FROM	TO	TRAFFIC DISTRICT	LENGTH (MILE)	ROAD TYPE	SERVICE VOLUMES (PEAK HOUR PEAK DIRECTION)				SERVICE VOLUMES (PEAK HOUR - BOTH DIRECTIONS)					
						A	B	C	D	A	B	C	D		
SR 80	PROSPECT AVE	ORTIZ AVE		1.3	4LD	0	1,790	1,980	2,030	0	1,350	2,980	3,300	3,380	
	ORTIZ AVE	I-25		1	1.2	6LD	0	1,220	2,720	3,040	0	2,040	4,590	5,070	
	SR 31	SR 31		3	2.7	6LD	2,570	3,070	3,080	3,080	4,270	5,110	5,130	5,130	
	BUCKINGHAM RD	BUCKINGHAM RD		3	2.3	4LD	1,690	2,640	2,850	2,850	2,810	3,410	3,420	3,430	
	HICKORY CREEK RD	HICKORY CREEK RD		3	2.5	4LD	1,690	2,640	2,850	2,850	2,810	3,410	3,420	3,430	
	MITCHELL AVE	MITCHELL AVE		3	0.9	2LN	220	440	710	1,170	360	740	1,180	1,950	
	JOEL BLVD	JOEL BLVD		3	4.0	2LN	220	440	710	1,170	360	740	1,180	1,950	
	COUNTY LINE	COUNTY LINE		3	2.1	2LN	220	440	710	1,170	360	740	1,180	1,950	
	PINE ISLAND RD	PINE ISLAND RD		6	7.9	2LN	0	220	510	790	930	0	390	900	1,640
	PINELAND RD	PINELAND RD		6	3.1	2LN	0	220	510	790	930	0	390	900	1,640
SUMMERLIN RD	MAIN ST	MAIN ST		6	3.7	2LN	0	220	510	790	930	0	390	900	1,640
	MAGREGOR BLVD	MAGREGOR BLVD		4	2.1	4LD	1,680	2,010	2,060	2,060	3,500	3,060	3,650	3,750	
	SAN CARLOS BLVD	SAN CARLOS BLVD		4	0.3	4LD	1,680	2,010	2,060	2,060	3,500	3,060	3,650	3,750	
	PINE RIDGE RD	PINE RIDGE RD		4	1.7	4LD	1,680	2,010	2,060	2,060	3,500	3,060	3,650	3,750	
	BASS RD	BASS RD		4	1.8	4LD	1,680	2,010	2,060	2,060	3,500	3,060	3,650	3,750	
	GLADIOLUS DR	GLADIOLUS DR		4	1.8	4LD	0	1,430	1,890	1,970	0	2,800	3,700	3,860	
	CYPRESS LAKE DR	CYPRESS LAKE DR		4	0.7	4LD	0	1,430	1,890	1,970	0	2,800	3,700	3,860	
	COLLEGE PKWY	COLLEGE PKWY		4	1.9	4LD	0	880	1,760	1,910	0	1,720	3,460	3,750	
	BOY SCOUT	BOY SCOUT		4	1.1	4LD	0	880	1,760	1,910	0	1,720	3,460	3,750	
	COLONIAL BLVD	COLONIAL BLVD		1	1.1	4LD	0	880	1,760	1,910	0	1,720	3,460	3,750	
SUNSHINE BLVD	LEE BLVD	LEE BLVD		3	3.6	2LN	170	350	560	940	250	510	810	1,360	
	W 12TH ST	W 12TH ST		3	3.2	2LN	170	350	560	940	250	510	810	1,360	
	CORKSCREW RD	CORKSCREW RD		4	2.3	4LD	780	1,260	2,400	2,800	1,250	2,170	3,130	4,150	
	SAN CARLOS BLVD	SAN CARLOS BLVD		4	3.1	2LN	170	500	740	950	290	860	1,270	1,640	
	ALICO RD	ALICO RD		4	1.7	2LN	170	500	740	950	290	860	1,270	1,640	
	BONITA BEACH RD	BONITA BEACH RD		8	1.0	4LD	0	1,200	1,980	2,110	0	2,070	3,410	3,640	
	TERRY ST	TERRY ST		8	1.1	4LD	0	1,200	1,980	2,110	0	2,070	3,410	3,640	
	OLD 41	OLD 41		8	2.3	4LD	0	1,200	1,980	2,110	0	2,070	3,410	3,640	
	CORKSCREW RD	CORKSCREW RD		8	3.5	4LD	0	1,200	1,980	2,110	0	2,070	3,410	3,640	
	BROADWAY	BROADWAY		4	0.7	4LD	0	1,200	1,980	2,110	0	2,070	3,410	3,640	
THREE OAKS PKWY	SANIBEL BLVD	SANIBEL BLVD		4	1.9	4LD	0	1,200	1,980	2,110	0	2,220	3,440	3,650	
	ALICO RD	ALICO RD		4	2.2	6LD	0	1,200	1,980	2,110	0	2,220	3,440	3,650	
	ISLAND PARK RD	ISLAND PARK RD		4	1.0	6LD	0	1,200	1,980	2,110	0	2,220	3,440	3,650	
	JAMAICA BAY W.	JAMAICA BAY W.		4	1.6	6LD	0	1,200	1,980	2,110	0	2,220	3,440	3,650	
	SIX MILE PKWY	SIX MILE PKWY		4	0.5	6LD	0	1,200	1,980	2,110	0	2,220	3,440	3,650	
	ANDREA LN	ANDREA LN		4	0.5	6LD	0	1,200	1,980	2,110	0	2,220	3,440	3,650	
	DANIELS PKWY	DANIELS PKWY		4	0.8	6LD	0	1,200	1,980	2,110	0	2,220	3,440	3,650	
	COLLEGE PKWY	COLLEGE PKWY		4	0.7	6LD	0	1,200	1,980	2,110	0	2,220	3,440	3,650	
	SOUTH RD	SOUTH RD		4	1.4	6LD	0	1,200	1,980	2,110	0	2,220	3,440	3,650	
	BOY SCOUT RD	BOY SCOUT RD		4	0.4	6LD	0	1,200	1,980	2,110	0	2,220	3,440	3,650	
US 41	NORTH AIRPORT RD	NORTH AIRPORT RD		1	0.8	6LD	0	0	1,220	2,660	0	0	2,400	5,220	
	COLONIAL BLVD	COLONIAL BLVD		1	0.2	6LD	0	0	1,220	2,660	0	0	2,400	5,220	
	NORTH KEY DR	NORTH KEY DR		1	0.4	4LB	0	0	1,220	2,660	0	0	2,400	5,220	
	HANCOCK BRIDGE PKWY	HANCOCK BRIDGE PKWY		2	0.7	4LD	0	0	1,220	2,660	0	0	2,400	5,220	
	PONDELLA RD	PONDELLA RD		2	0.3	4LD	0	0	1,220	2,660	0	0	2,400	5,220	
	SR 78	SR 78		2	1.3	4LD	0	0	1,220	2,660	0	0	2,400	5,220	
	LITTLETON RD	LITTLETON RD		2	1.0	4LD	0	0	1,220	2,660	0	0	2,400	5,220	
	BUS 41	BUS 41		2	1.2	4LD	0	0	1,220	2,660	0	0	2,400	5,220	
	DEL PRADO BLVD	DEL PRADO BLVD		2	0.8	4LD	0	0	1,220	2,660	0	0	2,400	5,220	
	TRAIL DAIRY	TRAIL DAIRY		2	0.8	4LD	0	0	1,220	2,660	0	0	2,400	5,220	
SR 80	CHARLOTTE CO. LINE	CHARLOTTE CO. LINE		2	2.6	4LD	940	1,540	2,300	3,140	1,500	2,440	3,490	4,980	





**WEEKS LANDING COMPREHENSIVE PLAN AMENDMENT**  
**LEE PLAN FUTURE LAND USE MAP**  
 EXISTING

DATE: FEBRUARY 2004  
 FILE NAME: J081111.dwg  
 DRAWING NUMBER: 1 OF 1

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3600 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE: (239) 847-1144 FAX: (239) 847-0276  
PROFESSIONAL CERTIFICATE OF AUTHORIZATION IN ACCORDANCE WITH THE FLORIDA STATUTES

DESIGNED BY: S.U.  
 DRAWN BY: S.U.  
 APPROVED: D.W.A.  
 JOB CODE: WCCOD  
 SCALE: 1" = 300'

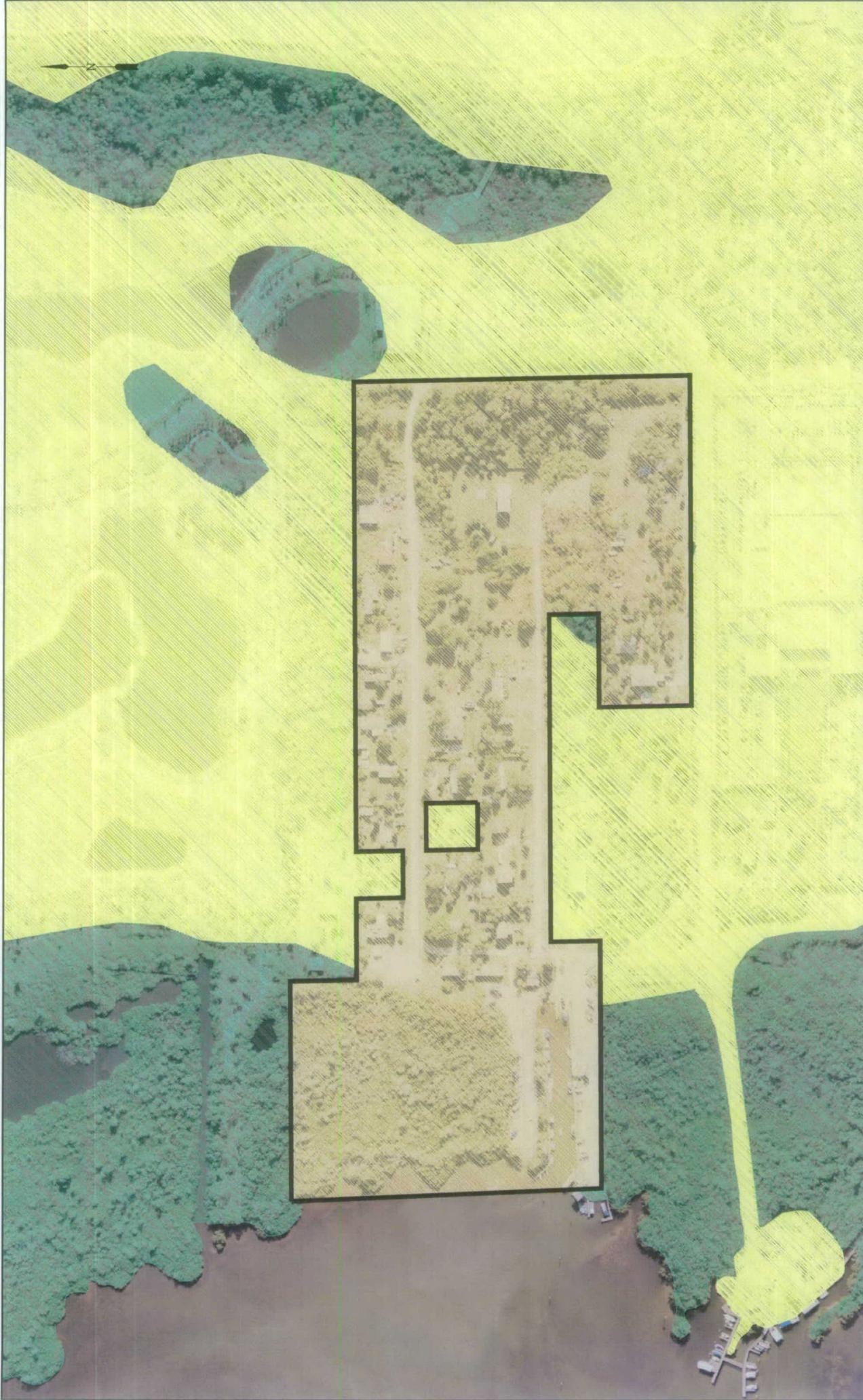
Revision	Date	Description	By

Revision	Date	Description	By

**OWNER/DEVELOPER**  
 WEEKS LANDING, LLC

**LEGEND**  
 WETLANDS  
 OUTLYING SUBURBAN  
 DATE AERIAL FLOWN: MARCH 2002





**LEGEND**

- WETLANDS
- MARINA
- OUTLYING SUBURBAN

DATE AERIAL FLOWN: MARCH 2002

**OWNER/DEVELOPER**  
 WEEKS LANDING, LLC

Revision	Date	Description	By

DESIGNED BY: SUJ  
 DRAWN BY: SAJ  
 APPROVED: DWA  
 JOB CODE: WF00  
 SCALE: 1" = 300'

**Q GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3900 VA BEL KEY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE: (888) 947-1444 FAX: (888) 947-0076  
 FLORIDA PROFESSIONAL CERTIFICATE OF AUTHORIZATION IN SOILS  
 SURVEYING CATEGORY OF AUTHORIZATION IS 800001

**WEEKS LANDING COMPREHENSIVE PLAN AMENDMENT**  
 LEE PLAN FUTURE LAND USE MAP  
 PROPOSED

DATE: FEBRUARY 2004  
 FILE NAME: PROPOSED.LIN.PDF  
 DRAWING NUMBER 1 OF 1

**SECTION I, III.A, III.2**  
**Property Owners Information**

STRAP# 07-47-25-00-00006.0000  
Todd & Anita Smith  
27567 Old U.S. 41  
Bonita Springs, FL 34135  
Site Address: 5000 Coconut Road

STRAP# 07-47-25-00-00006.001A  
Jeffery Todd Smith  
27567 Old U.S. 41  
Bonita Springs, FL 34135  
Site Address: 5050 Coconut Road

STRAP# 07-47-25-00-00003.0250  
Neal A. Weeks  
23153 Weeks Fish Camp Road  
Bonita Springs, FL 34134  
Site Address: 5207 Mamie Street

STRAP# 07-47-25-00-00003.0330  
Philip R. Smith  
25104 Stillway Parkway  
Bonita Springs, FL 34135  
Site Address: 5203 Mamie Street

STRAP# 07-47-25-00-00003.0340  
Philip R. Smith  
25104 Stillway Parkway  
Bonita Springs, FL 34135  
Site Address: 5199 Mamie Street

STRAP# 07-47-25-00-00003.0350  
Erick Lee Smith  
5246 Mamie Street  
Bonita Springs, FL 34134  
Site Address: 5195 Mamie Street

STRAP# 07-47-25-00-00003.0360  
Erick Lee Smith  
5246 Mamie Street  
Bonita Springs, FL 34134  
Site Address: 5191 Mamie Street

STRAP# 07-47-25-00-00003.0290  
Ronald R. & Arlean M. Cox  
P.O. Box 206  
Madison, FL 32341  
Site Address: 5190 Mamie Street

STRAP# 07-47-25-00-00003.0300  
Ronald R. & Arlean M. Cox  
P.O. Box 206  
Madison, FL 32341  
Site Address: 5194 Mamie Street

STRAP# 07-47-25-00-00003.0310  
Jimmy Lee & Robin R. Weeks  
5198 Mamie Street  
Bonita Springs, FL 34134  
Site Address: 5198 Mamie Street

STRAP# 07-47-25-00-00003.0320  
LeRoy Mahan  
28044 Cavendish Court #5804  
Bonita Springs, FL 34135  
Site Address: 5202 Mamie Street

STRAP# 07-47-25-00-00003.0240  
Penny Lopez  
5248 Mamie Street  
Bonita Springs, FL 34134  
Site Address: 5206 Mamie Street

STRAP# 07-47-25-00-00003.0200  
Daisy D. Banks  
5236 Mamie Street  
Bonita Springs, FL 34134  
Site Address: 5210 Mamie Street

STRAP# 07-47-25-00-00003.0060  
Harry Larry Weeks  
P.O. Box 570  
Estero, FL 33928  
Site Address: 5220 Mamie Street

STRAP# 07-47-25-00-00003.0150  
Donald R. & A. Darlene Smith  
P.O. Box 3188  
Bonita Springs, FL 34133  
Site Address: 5228 Mamie Street

STRAP# 07-47-25-00-00003.0090  
Donald R. & A. Darlene Smith  
P.O. Box 3188  
Bonita Springs, FL 34133  
Site Address: 5230 Mamie Street

STRAP# 07-47-25-00-00003.0020  
Weeks Landing LLC  
9167 Brendan Lake Court  
Bonita Springs, FL 34134  
Site Address: 5236 Mamie Street

STRAP# 07-47-25-00-00003.0010  
Gwenith Jean Willock & Rolayne Dawn Kasmer  
14242 West Calla Road  
Salem, OH 44460  
Site Address: 23148 Weeks Fish Camp Road

STRAP# 07-47-25-00-00003.0040  
Richard A. Williams & Roy A. Williams  
7531 Lightfoot Road  
Harbor Springs, MI 49740  
Site Address: 5233 Draine Street

STRAP# 07-47-25-00-00003.0050  
Richard & Susan Fancher  
4120 Bayhead Drive, No. 104  
Bonita Springs, FL 34134  
Site Address: 5227 Draine Street

STRAP# 07-47-25-00-00003.0130  
James E. & Daisy D. Banks  
5219 Draine Street  
Bonita Springs, FL 34134  
Site Address: 5219 Draine Street

STRAP# 07-47-25-00-00003.0190  
Dannie D. Weeks  
5225 Mamie Street  
Bonita Springs, FL 34134  
Site Address: 5215 Draine Street

STRAP# 07-47-25-00-00003.0180  
James E. & Daisy D. Banks  
5219 Draine Street  
Bonita Springs, FL 34134  
Site Address: 5213 Draine Street

STRAP# 07-47-25-00-00003.0220  
Daisy Banks  
5219 Draine Street  
Bonita Springs, FL 34134  
Site Address: 5207 Draine Street

STRAP# 07-47-25-00-00003.0230  
Clifford A. Weeks  
5404 Draine Street  
Bonita Springs, FL 34134  
Site Address: 5203 Draine Street

STRAP# 07-47-25-00-00003.0260  
Benny A. Handa  
1424 Apple Creek Trail  
Grand Blanc, MI 48439  
Site Address: 5199 Draine Street

STRAP# 07-47-25-00-00003.0270  
Steven M. & Anna M. Weeks  
2035 Ford Drive  
Madison, FL 32340  
Site Address: 5195 Draine Street

STRAP# 07-47-25-00-00003.0280  
Steven M. & Anna M. Weeks  
2035 Ford Drive  
Madison, FL 32340  
Site Address: 5191 Draine Street

STRAP# 07-47-25-00-00003.014A  
Johnny Weeks  
P.O. Box 462  
Bonita Springs, FL 34133  
Site Address: 5194 Draine Street

STRAP# 07-47-25-00-00003.014B  
Renee C. Weeks  
5210 Draine Street  
Bonita Springs, FL 34134  
Site Address: 5196 Draine Street

STRAP# 07-47-25-00-00003.014C  
Allan D. Weeks  
5210 Draine Street  
Bonita Springs, FL 34134  
Site Address: 5200 Draine Street

STRAP# 07-47-25-00-00003.011A  
Donald C. Weeks  
5204 Draine Street  
Bonita Springs, FL 34134  
Site Address: 5204 Draine Street

STRAP# 07-47-25-00-00003.011B  
Renee Christine Cunningham  
5210 Draine Street  
Bonita Springs, FL 34134  
Site Address: 5210 Draine Street

STRAP# 07-47-25-00-00003.0110  
Allan Weeks  
19483 South Jody Morgan Road  
Perry, FL 32348  
Site Address: 5212 Draine Street

STRAP# 07-47-25-00-00003.0120  
Robert Garcia & Hiram Garcia  
7030 Sugar Magnolia Circle  
Naples, FL 34109  
Site Address: 5216 Draine Street

STRAP# 07-47-25-00-00003.0100  
Gerald G. Hubbard  
5220 Draine Street  
Bonita Springs, FL 34134  
Site Address: 5220 Draine Street

STRAP# 07-47-25-00-00003.0080  
L.E. & Ruth C. Petty  
5228 Draine Street  
Bonita Springs, FL 34134  
Site Address: 5228 Draine Street

STRAP# 07-47-25-00-00003.0070  
Michael A. Hall  
5230 Draine Street  
Bonita Springs, FL 34134  
Site Address: 5230 Draine Street

STRAP# 07-47-25-00-00003.003A  
Howard O. & Vivan J. Miller  
5234 Draine Street  
Bonita Springs, FL 34134  
Site Address: 5234 Draine Street

STRAP# 07-47-25-00-00003.0370  
Weeks Landing LLC  
9167 Brendan Lake Court  
Bonita Springs, FL 34134  
Site Address: Need Access Determined

STRAP# 07-47-25-00-00003.0000  
Weeks Landing LLC  
9167 Brendan Lake Court  
Bonita Springs, FL 34134  
Site Address: 23149/165 Weeks Fish Camp Road

STRAP# 07-47-25-00-00003.0140  
Donald C. & Barbara J. Weeks  
5200 Draine Street  
Bonita Springs, FL 34134  
Site Address: 5190 Draine Street

29

**Real Estate Purchase Contract**

1. SALE AND PURCHASE: JEFFERY TOD SMITH & ANITA SMITH ( HUSBAND & WIFE ) ("Seller")  
and 131 GROUP, INC. ("Buyer")

agree to sell and buy on the terms and conditions specified below the property described as:  
Address: 5050 COCONUT RD, BONITA SPINGS, FL 34134

County: LEE

Legal Description: PART LYING IN GOVT LOT 2 DESC IN OR 2084/ 4363

Tax ID No: 07-47-25-00-00006.001A

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are:

The following attached items are excluded from the purchase: n/a

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

**PRICE AND FINANCING**

2. PURCHASE PRICE: \$                      payable by Buyer in U.S. currency as follows:  
(a) \$                      Deposit received (checks are subject to clearance) SEPT. 5, 2003 by

for CHEFFY, PASSIDOMO ("Escrow Agent")  
*Signature* *Name of Company*

(b) \$                      Additional deposit to be made by DEC. 5 or 2003 days from Effective Date.

(c)                      Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$                      Other:                     

(e) \$                      Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable)  (a) Buyer will pay cash for the Property with no financing contingency.  
 (b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by                      (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period"):  
 (1) A commitment for new  conventional  FHA  VA financing for \$                      or                      % of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).  
 (2) Approval for Seller financing or assumption of mortgage (see attached addendum).

Buyer will apply for Financing within                      days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

**CLOSING**

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on FEB 1, 2004 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment; up to                      % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to                      % (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other:                     

Buyer (JP) and Seller (JTS) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.  
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As per 131 Group

5050

56 (b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing  
57 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;  
58 Other:

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

60  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
61 select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges.  
62 Each party will pay its own closing fees.

63  (2) Seller will provide title evidence as specified in Paragraph 10(a)(2).  Seller  Buyer will pay for the owner's title  
64 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien  
65 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

66 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

70 (e) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
71 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

72 (f) **Home Warranty:**  Buyer  Seller  N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a  
73 cost not to exceed \$ \_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
74 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

#### PROPERTY CONDITION

76 6. **INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by DEC 5, 2003  
77 \_\_\_\_\_ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by  
78 \_\_\_\_\_ (prior to closing, if left blank); and the walk-through  
79 inspection on the day before Closing Date or any other time agreeable to the parties.

80 7. **REAL PROPERTY DISCLOSURE:** Seller represents that Seller does not know of any facts that materially affect the value of  
81 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
82 or that are known by or have been disclosed to Buyer.

83 (a) **Energy Efficiency:** Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a  
84 new home, the builder's FL<sup>2</sup>EPL card is attached as an addendum.

85 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
86 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
87 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
88 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
89 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
90 level to an acceptable EPA level, failing which either party may cancel this Contract.

91 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
92 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
93 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
94 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
95 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

96 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
97 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL**  
98 **BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

99 8. **MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
100 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide  
101 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and  
102 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to  
103 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all  
104 assignable repair and treatment contracts to Buyer at closing.

105 (a) **Warranty, Inspections and Repair:**

106 (1) **Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
107 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
108 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and  
109 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing  
110 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted  
111 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code  
112 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which  
113 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

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118 working condition of the item, including pitted marcite; missing or torn screens other than missing pool cage or screen  
119 room screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments;  
120 nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and  
121 minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

122 (2) **Professional Inspection:** Buyer may have warranted items inspected by a person who specializes in and holds an  
123 occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain  
124 the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver  
125 written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to  
126 Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in  
127 subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

128 (3) **Repair:** Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up  
129 to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition  
130 warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the  
131 first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will  
132 choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to  
133 repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner  
134 by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may  
135 cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to  
136 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

137 (b) **Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post  
138 beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.  
139 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to  
140 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the  
141 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5  
142 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live  
143 infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at  
144 closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a  
145 licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have  
146 treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost  
147 to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may  
148 cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard  
149 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

150 (c) **Walk-through Inspection:** Buyer may walk through the Property solely to verify that Seller has made repairs required  
151 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through  
152 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

153 **9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within  
154 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,  
155 restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer  
156 may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which  
157 either party may cancel this Contract.

#### TITLE

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

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

167 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and  
168 subject only to title exceptions set forth in this Contract.

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

(b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of  
title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

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178 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects  
179 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing  
180 Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the  
181 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of  
182 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.  
183 (c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to  
184 Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the  
185 Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated  
186 in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b)  
187 above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or  
188 survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

#### 189 MISCELLANEOUS

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

195 **12. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure  
196 to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will  
197 render that contingency null and void and the Contract will be construed as if the contingency did not exist.

198 **13. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
199 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
200 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
201 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
202 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
203 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
204 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

#### 208 DEFAULT AND DISPUTE RESOLUTION

209 **15. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller  
210 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right  
211 to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the  
212 brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all  
213 deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific  
214 performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be  
215 split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

222 (b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
223 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration  
224 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
225 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
226 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
227 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
228 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to  
229 become a party to the proceeding. This clause will survive closing.

230 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
231 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
232 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
233 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
234 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
235 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the

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237 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally  
238 split the arbitrators' fees and administrative fees of arbitration.

239 **ESCROW AGENT AND BROKER**

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

247 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that  
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
249 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and  
250 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the  
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records  
252 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors  
253 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property  
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by  
255 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement  
256 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,  
257 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform  
258 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services  
259 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products  
260 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for  
261 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes  
262 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

263 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
264 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. Instruction to Closing Agent: Seller  
265 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage  
266 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the  
267 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

268 **BECKY SCHUMACHER**

269 Real Estate Licensee

Real Estate Licensee

270 **BAY CROSSINGS REALTY**

271 Broker / Brokerage fee: (\$ or % of Purchase Price) 6.0%

Broker / Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_

272

273

**ADDENDA AND ADDITIONAL TERMS**

274 **20. ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):

- |   |  |  |  |
|---|--|--|--|
| 275 <input type="checkbox"/> A. Condo. Assn.      | <input type="checkbox"/> G. New Mort. Rates              | <input type="checkbox"/> M. Housing Older Persons        | <input type="checkbox"/> S. Sale of Buyer's Property |
| 276 <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> H. As Is w/Right to Inspect     | <input type="checkbox"/> N. Unimproved/Ag. Prop.         | <input type="checkbox"/> T. Rezoning                 |
| 277 <input type="checkbox"/> C. Seller Financing  | <input type="checkbox"/> I. Self-Inspections             | <input type="checkbox"/> O. Interest-Bearing Account     | <input type="checkbox"/> U. Assignment               |
| 278 <input type="checkbox"/> D. Mort. Assumption  | <input type="checkbox"/> J. Insulation Disclosure        | <input type="checkbox"/> P. Back-up Contract             | <input type="checkbox"/> V. Prop. Disclosure Stmt.   |
| 279 <input type="checkbox"/> E. FHA Financing     | <input type="checkbox"/> K. Pre-1978 Housing Stmt. (LBP) | <input type="checkbox"/> Q. Broker - Pers. Int. in Prop. | <input type="checkbox"/> Other _____                 |
| 280 <input type="checkbox"/> F. VA Financing      | <input type="checkbox"/> L. Flood Insurance Req'd.       | <input type="checkbox"/> R. Rentals                      | <input type="checkbox"/> Other _____                 |

281 **21. ADDITIONAL TERMS:**

282 **1ST DEPOSIT WILL BE RELEASED TO SELLER UPON ACCEPTANCE. SECOND DEPOSIT WILL BE RELEASED TO SELLER**  
283 **ON DEC. 5, 2003. THIS IS A NON-REFUNDABLE DEPOSIT FOR ANY REASON, EXCEPT FOR A BREACH OF CONTRACT BY**  
284 **SELLER. ALL DEPOSITS WILL BECOME A PART OF THE PURCHASE PRICE AND WILL BE A CREDIT AT CLOSING.**

285  
286 **BUYER AGREES THAT BUYER HAS TWO (2) CONTRACTS WITH JEFFERY TOD & ANITA SMITH AND THAT BOTH**  
287 **CONTRACTS MUST CLOSE AT THE SAME TIME.**

288 **SELLER WILL HAVE THE OPTION TO LEASE PROPERTY BACK FOR A MINIMUM OF 3 MONTHS AND A MAXIMUM OF 9**  
289 **MONTHS FOR THE SUM OF \$500.00 PER MONTH.**

290

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

**OFFER AND ACCEPTANCE**

318 (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
319 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
320 delivered to Buyer no later than 5:00  a.m.  p.m. on SEPT. 5, 2003, this offer will be revoked  
321 and Buyer's deposit refunded subject to clearance of funds.

323 Date: \_\_\_\_\_ Buyer: Middle Session as President Tax ID/SSN: \_\_\_\_\_  
324 Print name: 131 GROOUP, INC CK 11/2

325 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326 Print name: \_\_\_\_\_  
327 Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
328 Fax: \_\_\_\_\_

329 Date: \_\_\_\_\_ Seller: Jeffery Tod Smith Tax ID/SSN: [REDACTED]  
330 Print name: JEFFERY TOD SMITH

331 Date: \_\_\_\_\_ Seller: Anita Smith Tax ID/SSN: [REDACTED]  
332 Print name: ANITA SMITH  
333 Phone: [REDACTED] Address: 27567 OLD US 41 RD BONITA SPRINGS, FL 34135  
334 Fax: \_\_\_\_\_

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

337 Effective Date: 9/5/03 (The date on which the last party signed or initialed acceptance of the final offer.)

338 Buyer UP ( ) and Seller ( ) [initials] acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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# 12

1. SALE AND PURCHASE: Richard A. Williams, Roy A Williams J/T ("Seller")  
and 131 Group and or Assigns ("Buyer")  
agree to sell and buy on the terms and conditions specified below the property described as:  
Address: 5233 Draine St. Bonita Springs, FL 34135

County: Lee  
Legal Description: Bag 292 Ft S + 1005.5 Ft W of Ne Cor Govt Lot 2 th w 100 ft s 110 ft e 100 ft  
Tax ID No: 07-47-25-00-00003.0040  
together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are:

The following attached items are excluded from the purchase: seller may remove any structures and personal property he desires.  
The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

PRICE AND FINANCING  
2. PURCHASE PRICE: \$ \_\_\_\_\_ payable by Buyer in U.S. currency as follows:  
(a) \$ \_\_\_\_\_ Deposit received (checks are subject to clearance) January 16 2004 by \_\_\_\_\_ for Cheffy Passidomo ("Escrow Agent")  
Signature Name of Company  
(b) \$ \_\_\_\_\_ Additional deposit to be made by \_\_\_\_\_ or \_\_\_\_\_ days from Effective Date.  
(c) \_\_\_\_\_ Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)  
(d) \$ \_\_\_\_\_ Other: \_\_\_\_\_  
(e) \$ \_\_\_\_\_ Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable)  (a) Buyer will pay cash for the Property with no financing contingency.  
 (b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by \_\_\_\_\_ (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period");  
 (1) A commitment for new  conventional  FHA  VA financing for \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).  
 (2) Approval for Seller financing or assumption of mortgage (see attached addendum).

Buyer will apply for Financing within \_\_\_\_\_ days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

CLOSING  
4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on February 15th, 2004 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.  
(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment; up to 0 % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to 0 % (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other: \_\_\_\_\_

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56 (b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing  
57 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;  
58 Other: \_\_\_\_\_

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

60  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
61 select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges.  
62 Each party will pay its own closing fees.

63  (2) Seller will provide title evidence as specified in Paragraph 10(a)(2).  Seller  Buyer will pay for the owner's title  
64 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien  
65 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

66 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

70 (e) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
71 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

72 (f) **Home Warranty:**  Buyer  Seller  N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a  
73 cost not to exceed \$\_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
74 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

#### PROPERTY CONDITION

75  
76 6. **INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by \_\_\_\_\_,  
77 \_\_\_\_\_ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by  
78 \_\_\_\_\_ (prior to closing, if left blank); and the walk-through  
79 inspection on the day before Closing Date or any other time agreeable to the parties.

80 7. **REAL PROPERTY DISCLOSURE:** Seller represents that Seller does not know of any facts that materially affect the value of  
81 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
82 or that are known by or have been disclosed to Buyer.

83 (a) **Energy Efficiency:** Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a  
84 new home, the builder's FL-EPL card is attached as an addendum.

85 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
86 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
87 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
88 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
89 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
90 level to an acceptable EPA level, failing which either party may cancel this Contract.

91 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
92 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
93 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
94 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
95 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

96 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
97 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL  
98 BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

99 8. **MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
100 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide  
101 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and  
102 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to  
103 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all  
104 assignable repair and treatment contracts to Buyer at closing.

105 (a) **Warranty, Inspections and Repair:**

106 (1) **Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
107 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
108 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and  
109 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing  
110 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted  
111 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code  
112 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which  
113 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

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115 working condition of the item, including pitted marcite; missing or torn screens other than missing pool cage or screen  
116 room screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments;  
117 nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and  
118 minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

119 **(2) Professional Inspection:** Buyer may have warranted items inspected by a person who specializes in and holds an  
120 occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain  
121 the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver  
122 written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to  
123 Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in  
124 subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

125 **(3) Repair:** Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up  
126 to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition  
127 warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the  
128 first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will  
129 choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to  
130 repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner  
131 by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may  
132 cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to  
133 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

134 **(b) Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post  
135 beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.  
136 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to  
137 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the  
138 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5  
139 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live  
140 infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at  
141 closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a  
142 licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have  
143 treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost  
144 to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may  
145 cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard  
146 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

147 **(c) Walk-through Inspection:** Buyer may walk through the Property solely to verify that Seller has made repairs required  
148 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through  
149 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

150 **9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within  
151 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,  
152 restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer  
153 may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which  
154 either party may cancel this Contract.

#### 155 TITLE

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

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

165 **(1) A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and  
166 subject only to title exceptions set forth in this Contract.

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

175 **(b) Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of  
176 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

177 Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.



receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

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

#### MISCELLANEOUS

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

**12. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist.

**13. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

#### DEFAULT AND DISPUTE RESOLUTION

**15. DEFAULT:** (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

(b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the

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237 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally  
238 split the arbitrators' fees and administrative fees of arbitration.

239 **ESCROW AGENT AND BROKER**

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

247 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that  
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
249 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and  
250 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the  
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records  
252 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors  
253 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property  
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by  
255 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement  
256 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,  
257 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform  
258 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services  
259 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products  
260 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for  
261 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes  
262 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

63 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
64 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller  
65 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage  
66 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the  
67 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

68 Becky Schumacher Real Estate Licensee  
69 Real Estate Licensee  
70 Bay Crossings Realty  
71 Broker / Brokerage fee: (\$ or % of Purchase Price) 10%  
72 Broker / Brokerage fee: (\$ or % of Purchase Price)

3 **ADDENDA AND ADDITIONAL TERMS**

- 4 **20. ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):  
5  A. Condo. Assn.  G. New Mort. Rates  M. Housing Older Persons  S. Sale of Buyer's Property  
6  B. Homeowners' Assn.  H. As Is w/Right to Inspect  N. Unimproved/Ag. Prop.  T. Rezoning  
7  C. Seller Financing  I. Self-Inspections  O. Interest-Bearing Account  U. Assignment  
8  D. Mort. Assumption  J. Insulation Disclosure  P. Back-up Contract  V. Prop. Disclosure Stmt.  
9  E. FHA Financing  K. Pre-1978 Housing Stmt. (LBP)  Q. Broker - Pers. Int. In Prop.  Other \_\_\_\_\_  
10  F. VA Financing  L. Flood Insurance Req'd.  R. Rentals  Other \_\_\_\_\_

11 **21. ADDITIONAL TERMS:**

12 **Buyer to pay any and all closing cost including Realtor fee's associated with this**  
13 **contract.**  
14 **Seller will have until July 1st, 2004 to vacate property.**

Buyer (Mg) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.



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

318 OFFER AND ACCEPTANCE

319 (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
320 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
321 delivered to Buyer no later than 5  a.m.  p.m. on Jan 16 2009, this offer will be revoked  
322 and Buyer's deposit refunded subject to clearance of funds.

323 Date: 1-15-09 Buyer: Michelle Person as President Tax ID/SSN: \_\_\_\_\_  
324 Print name: 131 GROUP, INC

325 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326 Print name: \_\_\_\_\_  
327 Phone: \_\_\_\_\_ Address: 9167 Brendon Cove Ln  
328 Fax: \_\_\_\_\_ Bonita Springs, FL 34135

329 Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
330 Print name: \_\_\_\_\_

331 Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
332 Print name: \_\_\_\_\_  
333 Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
334 Fax: \_\_\_\_\_

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

337 Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)

338 Buyer (MP) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.  
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# Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR



\*1 **PARTIES:** JAMES E. BANKS and/or DAISY D. BANKS ("Seller"),  
 \*2 of 5219 Draine Street, Bonita Springs, FL 34134 (Phone) 239-450 5712  
 \*3 and 131 GROUP, INC., a Delaware Corporation ("Buyer"),  
 \*4 of c/o Louis Cheffy, Esq., 821 5th Avenue S. Naples, FL (Phone) 239-272 1828  
 \*5 hereby agree that Seller shall sell and Buyer shall buy the following described real property and personal property (collectively  
 \*6 "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

**I. DESCRIPTION:**

\*8 (a) Legal description of the Real Property located in Lee County, Florida: See legal descriptions attached as Exhibit "A"  
 \*9

\*11 (b) Street address, city, zip, of the Property is: 5207 Draine Street, Bonita Springs, FL 34134

\*12 (c) Personal Property: \_\_\_\_\_

\*15 **II. PURCHASE PRICE:** (64,500 sq. ft. x \$23.00 per sq. ft.) \$ [REDACTED]

**PAYMENT:**

\*17 (a) Deposit held in escrow by Seller (Escrow Agent)  
 \*18 in the amount of \_\_\_\_\_ \$ [REDACTED]

\*19 (b) Additional escrow deposit to be made to Escrow Agent within \_\_\_\_\_ days after Effective Date  
 \*20 (see Paragraph III) in the amount of \_\_\_\_\_ \$ \_\_\_\_\_

\*21 (c) Subject to AND assumption of existing mortgage in good standing in favor of \_\_\_\_\_  
 \*22 \_\_\_\_\_ having an approximate present principal balance of \_\_\_\_\_ \$ \_\_\_\_\_

\*23 (d) New mortgage financing with a Lender (see Paragraph IV) in the amount of \_\_\_\_\_ \$ \_\_\_\_\_

\*24 (e) Purchase money mortgage and note to Seller (see rider for terms) in the amount of \_\_\_\_\_ \$ \_\_\_\_\_

\*25 (f) Other: \_\_\_\_\_ \$ \_\_\_\_\_

\*26 (g) Balance to close by U.S. cash or LOCALLY DRAWN cashier's or official bank check(s),  
 \*27 subject to adjustments or prorations \_\_\_\_\_ \$ 1,483,400.00

\*28 **III. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE:** If this offer is not executed by and delivered to all parties  
 \*29 OR FACT OF EXECUTION communicated in writing between the parties on or before Dec. 31, 2003, the deposit(s) will, at  
 \*30 Buyer's option, be returned and this offer withdrawn. For purposes of delivery or notice of execution, parties include Buyer and Seller or  
 \*31 each of the respective brokers or attorneys. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and  
 \*32 Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

**IV. FINANCING:**

\*34  (a) This is a cash transaction with no contingencies for financing;

\*35  (b) This Contract is conditioned on Buyer obtaining a written loan commitment within \_\_\_\_\_ days after Effective Date for  
 \*36 (CHECK ONLY ONE):  a fixed;  an adjustable; or  a fixed or adjustable rate loan in the principal amount of  
 \*37 \$ \_\_\_\_\_, at an initial interest rate not to exceed \_\_\_\_\_%, discount and origination fees not to exceed \_\_\_\_\_%  
 \*38 of principal amount, and for a term of \_\_\_\_\_ years. Buyer will make application within \_\_\_\_\_ days (5 days if left blank) after  
 \*39 Effective Date and use reasonable diligence to obtain a loan commitment and, thereafter, to satisfy terms and conditions of the  
 \*40 commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a commitment or fails to waive Buyer's  
 \*41 rights under this subparagraph within the time for obtaining a commitment or, after diligent effort, fails to meet the terms and  
 \*42 conditions of the commitment by the closing date, then either party thereafter, by written notice to the other, may cancel this  
 \*43 Contract and Buyer shall be refunded the deposit(s); or

\*44  (c) The existing mortgage, described in Paragraph II(c) above, has:  a variable interest rate; or  a fixed interest rate of \_\_\_\_\_%  
 \*45 per annum. At time of title transfer, some fixed interest rates are subject to increase; if increased, the rate shall not exceed \_\_\_\_\_%  
 \*46 per annum. Seller shall furnish a statement from each mortgagee stating the principal balance, method of payment, interest rate and  
 \*47 status of mortgage or authorize Buyer or Closing Agent to obtain the same. If Buyer has agreed to assume a mortgage which requires  
 \*48 approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the necessary application and diligently  
 \*49 complete and return it to the mortgagee. Any mortgagee charge(s), not to exceed \$ \_\_\_\_\_ (1% of amount  
 \*50 assumed if left blank), shall be paid by Buyer. If Buyer is not accepted by mortgagee or the requirements for assumption are not in  
 \*51 accordance with the terms of this Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind  
 \*52 this Contract by written notice to the other party unless either elects to pay the increase in interest rate or excess mortgage charges.

\*53 **V. TITLE EVIDENCE:** At least 20 days before closing date, (CHECK ONLY ONE):  Seller shall, at Seller's expense, deliver to  
 \*54 Buyer or Buyer's attorney; or  Buyer shall at Buyer's expense obtain (CHECK ONLY ONE):  abstract of title; or  title insurance  
 \*55 commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

\*56 **VI. CLOSING DATE:** This transaction shall be closed and the closing documents delivered on March 15, 2004,  
 \*57 unless modified by other provisions of this Contract.

58 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: comprehensive land use plans, zoning,  
59 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat  
60 or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; public utility easements  
61 of record (easements are to be located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines  
62 and 7 1/2 feet in width as to the side lines, unless otherwise stated herein); taxes for year of closing and subsequent years;  
63 assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at closing  
64 no violation of the foregoing and none prevent use of the Property for single family residential purpose(s).  
65 VIII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller; but if Property is intended to be rented or  
66 occupied beyond closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F. Seller shall  
67 deliver occupancy of Property to Buyer at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing,  
68 Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and  
69 shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein.  
70 IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all  
71 printed provisions of this Contract in conflict with them.

72 X. RIDERS: (CHECK those riders which are applicable AND are attached to this Contract):  
\*73  COMPREHENSIVE RIDER  HOMEOWNERS' ASSN.  COASTAL CONSTRUCTION CONTROL LINE  
\*74  CONDOMINIUM  "AS IS"  INSULATION  
\*75  VA/FHA  LEAD-BASED PAINT  Addendum and/or Amendment  
\*76 XI. ASSIGNABILITY: (CHECK ONLY ONE): Buyer  may assign and thereby be released from any further liability under this  
\*77 Contract;  may assign but not be released from liability under this Contract; or  may not assign this Contract.

78 XII. DISCLOSURES:  
79 (a) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health  
80 risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in  
81 buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.  
82 (b) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure.  
83 (c) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.  
84 (d) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.  
85 (e) If Buyer will be obligated to be a member of a homeowners' association, BUYER SHOULD NOT EXECUTE THIS  
86 CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION DISCLOSURE.

87 XIII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:  
\*88 (a) \$ -0- for treatment and repair under Standard D (if blank, then 2% of the Purchase Price).  
\*89 (b) \$ -0- for repair and replacement under Standard N (if blank, then 3% of the Purchase Price).

\*90 XIV. SPECIAL CLAUSES; ADDENDA: If additional terms are to be provided, attach addendum and CHECK HERE .  
91 XV. STANDARDS FOR REAL ESTATE TRANSACTIONS: Standards A through W on the reverse side or attached are  
92 incorporated as a part of this Contract.

93 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN  
94 ATTORNEY PRIOR TO SIGNING.  
95 THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR.  
96 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a  
97 particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining  
98 positions of all interested persons.

99 COPYRIGHT 1998 BY THE FLORIDA BAR AND THE FLORIDA ASSOCIATION OF REALTORS  
131 Group, Inc.

100 by: \_\_\_\_\_  
101 (Buyer) (Date) (Seller) James E. Banks (Date)

02 Social Security or Tax I.D. # \_\_\_\_\_ Social Security or Tax I.D. # \_\_\_\_\_

03 \_\_\_\_\_  
04 (Buyer) (Date) (Seller) Daisy D. Banks (Date)

05 Social Security or Tax I.D. # \_\_\_\_\_ Social Security or Tax I.D. # \_\_\_\_\_

36 Deposit under Paragraph II (a) received; IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE. \_\_\_\_\_  
37 \_\_\_\_\_ (Escrow Agent)

38 BROKER'S FEE: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation  
39 in connection with this Contract:

10 Name: none none  
11 Cooperating Brokers, if any Listing Broker

**ADDENDUM TO CONTRACT  
FOR SALE AND PURCHASE OF REAL PROPERTY BETWEEN  
JAMES E. BANKS and/or DAISY D. BANKS, and the 131 GROUP, INC.**

**JAMES E. BANKS and/or DAISY D. BANKS**, as Sellers, and the **131 GROUP, INC.**, as Buyer, do hereby agree to alter, change and amend that certain Contract for Sale and Purchase between the parties as follows:

1. The sum of One Hundred (\$100.00) Dollars paid by Buyer at the signing of the Contract between the parties as an escrow deposit, shall be paid directly to Sellers, and Sellers shall be free to use said funds as Sellers wish pending closing of said Contract, which shall occur on or before March 15, 2004. Buyer shall receive full credit for the \$100.00 paid to Sellers at closing. Should closing of the contract between the parties not occur on or before March 15, 2004, Buyer may extend said contract for a period not to exceed 90 days from March 15, 2004 for an additional deposit to the escrow in the amount of \$50,000.00 which shall be paid to Sellers and Buyer shall receive credit at closing for said \$50,000.00 payment.

2. All deposits of funds paid by Buyer to Sellers under the contract shall be non-refundable and shall become the sole property of Sellers notwithstanding anything to the contrary provided within the original Contract for Sale and Purchase between the parties or herein.

3. Sellers and Buyer agree that Sellers may have the ability to utilize Section 1031 IRC relating to a tax-free exchange and should Sellers have that availability and choose to use same, Buyer agrees to cooperate and do all things necessary to assist Sellers to meet the requirements of said tax-free exchange including drafting, signing and closing upon an exchange contract.

4. Any provisions within this Addendum which does not alter, change or amend the Contract for Sale and Purchase between the parties shall remain in full force and effect as originally provided in said Contract.

**WHEREFORE**, the parties hereto have entered into this Addendum to Contract, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**SELLERS:**

\_\_\_\_\_  
**JAMES E. BANKS**

\_\_\_\_\_  
**DAISY D. BANKS**

**BUYER:**

**131 GROUP, INC.**

**BY:** \_\_\_\_\_

**"As Is" Rider to FAR/BAR Contract For Sale and Purchase**  
FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR

[This Rider is intended for use in conjunction with Paragraph X of the Florida Association of REALTORS and The Florida Bar (FAR/BAR) Contract for Sale and Purchase (1995 ed.)]

The following clauses amend and are made a part of the Contract For Sale and Purchase ("Contract") first dated the \_\_\_\_\_ day of \_\_\_\_\_, by and between JAMES E. BANKS and/or DAISY D. BANKS ("Seller") and 131 GROUP, INC. ("Buyer").

In accordance with the provisions of Standard "V", which allows modifications and changes to the Contract, Buyer and Seller agree as follows:

1. Seller's Warranties and Representation; Obligations with Respect to the Property; Limitations.

(a) Paragraph XIII, Standard "D" and Standard "N" are deleted.

(b) This Rider does not relieve Seller of Seller's obligations under Standard "W" for facts known to Seller. However, except as required in this Rider and in Standard "W", 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.

(c) 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.

(d) Subject to the provisions and limitations of this Rider, Buyer waives any claims against Seller and, to the extent permitted by law, against any licensee involved in the negotiation of the Contract, for any defects or other damage that may exist at closing of the Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.

2. Inspection Period and Right to Cancel.

(a) Buyer shall have 10 days from the Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire and utilities shall be made available by the Seller during the Inspection Period.

(b) Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the Contract.

(c) If Buyer determines, in Buyer's sole discretion, that the condition of the Property is not acceptable to Buyer, Buyer may cancel the Contract by delivering facsimile or written notice of such election to Seller within 48 hours after the expiration of the Inspection Period. If Buyer timely cancels the Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under the Contract, except as provided in Subparagraph 2.(b), above.

3. Maintenance.

Seller shall maintain the Property, including, but not limited to, the lawn shrubbery and pool, if any, in their respective conditions, existing as of the end of the Inspection Period, ordinary wear and tear excepted. Buyer shall be permitted access to the Property prior to closing, with utilities provided by Seller, for a walk-through to confirm that all items of Personal Property are located on the Real Property and that the Property has been maintained in accordance with the provisions of this paragraph.

131 GROUP, INC.

by \_\_\_\_\_  
BUYER

\_\_\_\_\_  
Date SELLER JAMES E. BANKS Date

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
Date SELLER DAISY D. BANKS Date

#18F

4208502

1580  
70

Prepared By and Return to:

AMBER J. VOJAK, ESQUIRE  
BACHELOR & VOJAK, P.A.  
P. O. Box 1899  
Bonita Springs, FL 34133

Property Appraisers Parcel Identification  
(folio) Number(s): 07-47-25-00-0003.0000

Grantee(s) S.S. #(s):

RECORD REVIEWED - COUNTY CLERK  
By: J. MARY, C.L.E.R.K.

Documentary Tax (Fl. Stat. § 199.03) 70  
Intangible Tax (Fl. Stat. § 199.04) 00  
COUNTY CLERK, CLERK OF COUNTY  
Deputy Clerk

OR2847 Pg.4 of 32

WITHOUT TITLE EXAMINATION

THIS QUIT-CLAIM DEED, executed this 20th day of May, 1997 by

MARY A. WEEKS, unmarried widow of DRAINE WEEKS, Individually and MARY A. WEEKS, Trustee of the MARY A. WEEKS TRUST dated August 23, 1994, with the power and authority either to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property.

first party, to DAISY BANKS, a married person

whose post office address is 5219 Draine Street, Bonita Springs, FL 34134

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lee, State of Florida, to-wit:

LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" AND MADE A PART HEREOF BY REFERENCE

THIS DEED IS A CORRECTIVE DEED TO THAT CERTAIN DEED RECORDED IN OR BOOK 2810 PAGE 1915 on April 8, 1997.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Amber J. Vojak  
Witness Signature (as to 1st Grantor)

AMBER J. VOJAK  
Printed Name

Kaye A. Furtaw  
Witness Signature (as to 1st Grantor)

KAYE A. FURTAW  
Printed Name

Mary A. Weeks  
Grantor Signature

MARY A. WEEKS, Individually and as Trustee  
Printed Name

5236 Mamie Street  
Post Office Address

Bonita Springs, FL 34134

STATE OF FLORIDA  
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally

appeared MARY A. WEEKS, known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, who is personally known to me or has produced the following form of identification:

WITNESS my hand and official seal in the State and County aforesaid this 20th day of May, 1997.

NOTARY RUBBER STAMP SEAL

OFFICIAL NOTARY SEAL  
KAYE A. FURTAW  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC 422393  
MY COMMISSION EXP. NOV. 21, 1998

Kaye A. Furtaw  
Notary Signature  
KAYE A. FURTAW  
Printed Notary Name  
CC 422393

EXHIBIT "A"

PARCEL F

A lot or parcel of land lying in the North half (N 1/2) of Government Lot 2, Section 7, Township 47 South, Range 25 East, which lot or parcel is described as follows:

From the Northeast corner of said Lot 2 run South along the East line thereof for 142 feet to the Southeast corner of the lands conveyed by Deed Book 144, at Page 360, of the Public Records of Lee County, Florida; thence continue South along said East line for 150 feet to the South line of a driveway easement 50 feet wide; thence run West along said South line of a driveway easement 50 feet wide parallel with and 292 feet South of the North line of said Lot 2 and Parallel with and 150 feet South of said lands conveyed by said deed recorded in Deed Book 144, at Page 360, for 505.5 feet to the point of beginning of the lands hereby described. From said point of beginning run South parallel with the East line of Government Lot 2 for 110.0 feet; thence run East parallel with said North line of said Lot 2 for 100 feet; thence run North parallel with said East line of Government Lot 2 for 110.0 feet; thence run West parallel with said North line of said Lot 2 for 100 feet to the point of beginning; together with an easement over and across the hereinabove mentioned driveways and also a driveway easement fifty feet wide over and along the West 50 feet of the East 1,255.5 feet (as measured along the North line of said Government Lot 2) of the North one-half excluding the North 142 feet thereof of said Government Lot 2.

See Sketch on reverse side.

DR2847 REVIS

Lot #22

This instrument was prepared by:

Name J. Tom Smoot, Jr.  
Address Post Office Drawer DD  
Fort Myers, FL 33902

2355031

# Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 5th day of October 19 87 Between

MARY ANGELINE WEEKS, the widow of Draine H. Weeks,

of the County of LEE, State of FLORIDA, grantor, and

DAISY D. BANKS

whose post office address is 5236 Mamie Street, Bonita Springs, Florida 33923

of the County of Lee, State of Florida, grantee.

Witnesseth, That said grantor, for and in consideration of the sum of

TEN and no/100

Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in LEE County, Florida, to-wit:

See Exhibit "A" attached

REC'D BY THE CLERK OF THE COUNTY OF LEE, FLORIDA

Document No. 2355031  
By [Signature]  
55

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

\* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

[Signature]  
[Signature]

Mary Angeline Weeks (Seal)  
Mary Angeline Weeks (Seal)  
\_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)

STATE OF FLORIDA  
COUNTY OF LEE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

MARY ANGELINE WEEKS, the widow of Driane H. Weeks,

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of October, 1987.

My commission expires:

[Signature]  
Notary Public

August 28, 1988

REC'D 949 PG 1802

EXHIBIT "A"

A lot or parcel of land lying in the North half (N 1/2) of Government Lot 2, Section 7, Township 47 South, Range 25 East, which lot or parcel is described as follows:

From the Northeast corner of said Lot 2 run South along the East line thereof for 142 feet to the Southeast corner of the lands conveyed by deed recorded in Deed Book 144, at Page 360, of the Public Records of Lee County, Florida; thence continue South along said East line for 365 feet to the North line of a driveway easement 50 feet wide; thence run West along said North line of a driveway easement 50 feet wide parallel with and 507 feet South of the North line of said Lot 2 and parallel with and 365 feet South of said lands conveyed by said deed recorded in Deed Book 144, at Page 360, for 805.5 feet to the point of beginning of the lands herein described. From said point of beginning run North parallel with said East line of Government Lot 2 for 105 feet; thence run East parallel with said North line of said Lot 2 for 300 feet; thence run South parallel with said East line of Government Lot 2 for 105.0 feet; thence run West parallel with said North line of said Lot 2 along the North line of a driveway easement 50 feet wide for 300 feet to the point of beginning; together with an easement over and across the hereinabove mentioned driveways and also a driveway easement fifty feet wide over and along the West 50 feet of the East 1,255.5 feet (as measured along the North line of said Government Lot 2) of the North one-half excluding the North 142 feet thereof of said Government Lot 2.

REC 1949 PG 1803

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A  
A  
S  
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Oct 23 4 09 PM '97

RECORDED & INDEXED

File No. 1166

REC 1952 PG 0924

THIS INSTRUMENT PREPARED BY  
L.D. WRIGHT  
LANDVEST TITLE ASSOCIATES, INC.  
3901 BONITA BEACH ROAD  
BONITA SPRINGS, FLORIDA 33923

Documentary Tax Pd \$ 274.45  
By *J. Turner* Deputy Clerk

2386135

# Warranty Deed

RECORD VERIFIED - CHARLIE GREEN, CLERK  
BY J. TURNER, D.C.

This Indenture, Made this 30th day of December 1987 Between

DANNIE D. WEEKS and JACQUELINE J. WEEKS, husband and wife

of the County of Lee State of Florida grantor, and

JAMES E. BANKS and DAISY D. BANKS, husband and wife

whose post office address is 5219 Draine Street S.W., Bonita Springs, Florida 33923

of the County of Lee State of Florida grantee.

**Witnesseth.** That said grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00), and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

A parcel of land lying in GOVERNMENT LOT NO. 2, in the fractional Northeast 1/4 of Section 7, Township 47 South, Range 25 East, Lee County, Florida, more particularly described as follows: Commencing at the Northeast corner of said Section 7, bear South, along the East line of said Northeast 1/4 a distance of 1592.00 feet to a point; thence North 89° 19'30" West 705.50 feet to the Point of Beginning of the parcel hereinafter described; thence South 135.00 feet; thence North 89° 19' 30" West 100 feet; thence North 135.00 feet; thence South 89° 19' 30" East 100.00 feet to the Point of Beginning. LESS AND EXCEPT the North 25 feet thereof reserved for road right-of-way purposes. TOGETHER WITH easements for roadway purposes over and across the West 1175.5 feet of the East 1205.5 feet of the South 50 feet of the North 292 feet of said Government Lot 2 and the West 50 feet of the East 1255.5 feet lying South of a line 242 feet South of and parallel with said North line of said Lot 2.

SUBJECT TO easements, restrictions and reservations of record, if any, and taxes for the current year. Said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever. \* "Grantee" is used for singular or plural, as context requires.

**In Witness Whereof,** Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

*Denise L. Wallace*  
Witness

*Dannie D. Weeks*  
DANNIE D. WEEKS (Seal)

*Jacqueline J. Weeks*  
Witness

*Jacqueline J. Weeks*  
JACQUELIN J. WEEKS (Seal)

STATE OF FLORIDA  
COUNTY OF LEE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared DANNIE D. WEEKS and JACQUELIN J. WEEKS, husband and wife

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of December 19 87.

My commission expires. 5-1-91

*Denise L. Wallace*  
RECORDED & RECORD VERIFIED  
Notary Public  
CLERK CIRCUIT COURT  
LEE COUNTY FLA

JAN 4 2 09 PM '86

10.50  
16.50  
01351116  
COLLIER COUNTY  
Re-record 10.50

1990 FEB -5 AM 7:58 1502  
RECORDED OR BOOK

001827  
PAGE

Prepared by and Return To:  
AMBER J. VOJAK  
BATCHELOR, SHIPPY & VOJAK, P.A.  
4171 Bonita Beach Road, Suite 2  
BONITA SPRINGS, FLORIDA 33923  
JAMES E. BANKS Social Security No:  
DAISY D. BANKS Social Security No:

THIS DOCUMENT IS BEING RERECORDED TO RECORD IN THE CORRECT COUNTY.

2810677

207#17

REC 9.00  
PRM 1.50  
DOC 16.50  
[Space Above This Line for Recording Data]

3,000

WARRANTY DEED

This indenture made this 26th day of January, 1990 BETWEEN LEWIS RAY ALLEN of Bonita Springs, FL GRANTOR, and JAMES E. BANKS and DAISY D. BANKS, husband and wife, as GRANTEE, of 5219 Draine Street, Bonita Springs, FL 33923.

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations to said grantor in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee and grantee's heirs forever the following described land located in the County of Lee, State of Florida, to-wit:

A parcel of land lying in the North half (N 1/2) of Government Lot 2, Section 7, Township 47 South, Range 25 East, more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

THE SUBJECT PROPERTY WAS VACANT AT THE TIME OF ACQUISITION ON OCTOBER 5, 1987 AND REMAINS VACANT TO THE PRESENT TIME.

Property ID Number: 07-47-25-00-00003.0180

SUBJECT TO easements, restrictions and reservations of record, if any, and taxes for the current year. Said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

\*Singular and plural are interchangeable as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

WITNESSES

Amber J. Vojak

Lewis Ray Allen  
LEWIS RAY ALLEN

Shirley A. Justice

Received \$ 16.50 Documentary Stamp Tax  
Received \$ N/A Clerk's Incomplete  
COLLIER COUNTY CLERK OF COURTS  
BY Shirley A. Justice D.C.

STATE OF FLORIDA  
COUNTY OF COLLIER

I HEREBY CERTIFY that on this 26th day of January, 1990, before me, an officer duly qualified to take acknowledgements, personally appeared: LEWIS RAY ALLEN to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

Amber J. Vojak  
NOTARY PUBLIC  
COMMISSION EXPIRATION: NOVEMBER 1, 1993  
(Notary Seal)

RECORD SURVIVOR - CHARLIE GREEN, CLERK  
BY: C. SHERWOOD, D.C.

LANDVEST TITLE ASSOCIATES, INC.  
16565 VANDERBILT DRIVE  
POST OFFICE BOX 1718  
BONITA SPRINGS, FLORIDA 33933  
VT #4241-PAW

OR2134 P01558

111502

001828

OR BOOK

PAGE

EXHIBIT "A"

A lot or parcel of land lying in the North half (N 1/2) of Government Lot 2, Section 7, Township 47 South, Range 25 East, which lot or parcel is described as follows:

From the Northeast corner of said Lot 2 run South along the East line thereof for 142 feet to the Southeast corner of the lands conveyed by deed recorded in Deed Book 144, at Page 360, of the Public Records of Lee County, Florida; thence continue South along said East line for 150 feet to the South line of a driveway easement 50 feet wide; thence run West along said South line of a driveway easement 50 feet wide parallel with and 292 feet South of the North line of said Lot 2 and parallel with and 130 feet South of said lands conveyed by said deed recorded in Deed Book 144, at Page 360, for 502.2 feet to the point of beginning of the lands hereby described. From said point of beginning run South parallel with the East line of Government Lot 2 for 110.0 feet; thence run East parallel with said North line of said Lot 2 for 100 feet; thence run North parallel with said East line of Government Lot 2 for 110.0 feet; thence run West parallel with said North line of said Lot 2 for 100 feet to the point of beginning; together with an easement over and across the hereinabove mentioned driveways and also a driveway easement fifty feet wide over and along the West 50 feet of the East 1,255.5 feet (as measured along the North line of said Government Lot 2) of the North one-half excluding the North 142 feet thereof of said Government Lot 2.

OR2134 Pg4559

CHARLIE GREEN LEE CIV FL  
90HR14 AM 9:52

Notarially and  
Publicly  
Lee County, Florida  
TAMMIE GREEN CLERK

182  
18K



# SALES CONTRACT (RESIDENTIAL VACANT LAND)



SELLER: RONALD R. & ARLEAN M. COX BUYER: 131 GROUP A DELAWARE CORP.  
 ADDRESS: 21410 RIVER RANCH RD ADDRESS: \_\_\_\_\_  
ESTERO FL. 33928 BONITA SPRINGS, FL 34134  
 TELEPHONE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

UPON ACCEPTANCE OF THE OFFER OR COUNTEROFFER, SELLER has agreed to sell and BUYER has agreed to buy, UPON THE TERMS AND CONDITIONS WHICH FOLLOW, the real property legally described as ("Property"): PAR LYING IN N 1/2 OF GOVT. LOT 2 SECTION 7 DESC IN OR 2839/344 AKA PARCEL L/PARCEL K LEE County, Florida.

If applicable, SELLER shall convey SELLER's exclusive right to use any common elements and common areas to which SELLER has an exclusive right of use and the right to convey. STRAP # 0747250000030300

The address of the Property is: 5194 MAMIE ST. BONITA SPRINGS, FL 34134  
5190 MAMIE ST, BONITA SPRINGS, FL 34134 STRAP # 074725000000 0290

1. PURCHASE PRICE: The purchase price (U.S.) shall be payable as follows:-----\$ [REDACTED]
  - A. Initial Deposit in escrow at this time, in the amount of-----\$ [REDACTED]
  - B. Additional Deposit to be received in escrow on or before 75 days after the Effective Date, in the amount of-----\$ [REDACTED]
  - C. Proceeds of mortgage, if any [See Paragraph 4.B.]-----\$ \_\_\_\_\_
  - D. Purchase Money Note and Mortgage to SELLER, if any [See Paragraph 4.C.]-----\$ \_\_\_\_\_
  - E. Other:-----\$ \_\_\_\_\_
  - F. Balance of the purchase price, by local cashiers check or wire transfer funds at closing, subject to adjustments and prorations, of approximately -----\$ [REDACTED]

Deposit checks are accepted subject to collection.

2. PERIOD OF OFFER AND EFFECTIVE DATE: This offer of any counter-offer is to be held in escrow, to be given to the offeror or counter-offeror, by 5:00 AM/PM on MONDAY - OCT. 28, 2002 (Insert Date). This time limit shall apply to all offers and counteroffers unless otherwise stated. The Effective Date of this Contract shall be the last date either SELLER or BUYER signs or initials this Contract. INITIALED CHANGES MUST BE DATED, OR THE LATEST DATE SET FORTH ON THIS CONTRACT SHALL BE THE EFFECTIVE DATE. A facsimile shall be deemed an original. Offer and acceptance by facsimile is binding.

3. CLOSING DATE AND POSSESSION: Closing shall occur at a time of day and place selected by BUYER in the county where the Property is located, upon reasonable notice to SELLER, on FEB. 15 2003 (Insert Date), or prior to that date by written consent of both parties (the "Closing Date"). 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, unless otherwise provided herein. SELLER shall leave the entire Property free of debris.

4. METHOD OF PAYMENT; FINANCING [SELECT ONE. IF NO SELECTION IS MADE, A SHALL APPLY]:  A. CASH: BUYER will pay cash, with no mortgage loan contingency;  B. MORTGAGE LOAN CONTINGENCY: BUYER's obligation to purchase the Property is contingent upon BUYER obtaining approval for a loan to be secured by a mortgage on the Property in at least the amount shown in 1.C. above, 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 not less than \_\_\_\_\_ years with a balloon not sooner than \_\_\_\_\_ years. BUYER shall apply for the loan at BUYER's expense within \_\_\_\_\_ days after the Effective Date (10 days if left blank), and shall make a good faith effort to obtain loan approval. BUYER shall promptly notify SELLER in writing upon receipt of loan approval. Such notification shall be conclusive evidence that all terms and conditions of the loan are acceptable to BUYER, and this contingency shall be deemed satisfied. If BUYER fails to give notice to SELLER of loan approval or waiver of this contingency on or before \_\_\_\_\_ (Insert Date) [30 days from Effective Date if left blank], either SELLER or BUYER may terminate this Contract at any time, except that SELLER's right to terminate shall cease to exist if BUYER gives notice to SELLER that BUYER has received loan approval prior to SELLER giving notice of termination to BUYER.;  C. PURCHASE MONEY NOTE AND MORTGAGE TO SELLER: The original principal amount shall be \$ \_\_\_\_\_, with an annual interest rate of \_\_\_\_\_%, amortized over \_\_\_\_\_ years. The indebtedness evidenced by the Purchase Money Note shall balloon \_\_\_\_\_ years after the Closing Date. The periodic payments shall:  include principal and interest (each payment the same) OR  be interest only, and shall be payable:  annually  semiannually  quarterly or  monthly. Other terms and conditions of the Purchase Money Note and Mortgage to SELLER are contained in Standard A.

5. TITLE EVIDENCE: Within 20 days after the Effective Date, or 20 days prior to the Closing Date, whichever is earlier [SELECT ONE. IF NO SELECTION IS MADE, A SHALL APPLY]:  A. SELLER shall furnish to BUYER a complete copy of SELLER's owners title insurance policy, and shall give BUYER a \$100.00 credit at closing. If SELLER fails or is unable to furnish a copy of the policy within the above time period, the credit to BUYER at closing shall increase to \$300.00, OR  B. SELLER shall deliver to BUYER a complete abstract of title from a company satisfactory to BUYER, certified to at least the Effective Date.

6. COMMUNITY DEVELOPMENT DISTRICT/MUNICIPAL SERVICE OR BENEFIT TAXING UNIT: If the Property is located within a Community Development District (CDD) or Municipal Service or Benefit Taxing Unit (MSTU) [SELECT ONE. IF NO SELECTION IS MADE, A SHALL APPLY]:  A. SELLER will pay in full at closing any outstanding capital assessment balance, OR  B. BUYER will at closing assume any outstanding capital assessment balance. If B. is selected, the "Special Assessment/Taxes Disclosure Addendum to Sales Contract" shall be completed and signed by SELLER and BUYER, and attached to and made a part of this Contract.

7. DUE DILIGENCE; WAIVER: [SELECT ONE. IF NO SELECTION IS MADE, A SHALL APPLY]:  A. DUE DILIGENCE: BUYER elects to conduct the inspections provided for in Standard D.2. of this Contract, to determine whether the Property is suitable, in BUYER's sole discretion, for BUYER's intended use; or  B. WAIVER OF DUE DILIGENCE: BUYER has visually inspected the Property and determined that same is suitable for BUYER's intended use, in its current "as is" condition as of the Effective Date. BUYER's obligation to purchase the Property is not contingent upon any inspections, tests or studies.

8. A. OTHER TERMS AND CONDITIONS:

Actual purchase price to 1200  
Reflect actual deeded square footage  
at \$13.00 (thirteen Dollars) per square  
foot

B. ADDENDUM: If additional terms are incorporated into this Contract by separate Addendum, attach same and indicate here .

REAL ESTATE TRANSACTION STANDARDS. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE EACH RECEIVED AND REVIEWED REAL ESTATE TRANSACTION STANDARDS A THROUGH W ON PAGES 4, 5, 6, AND 7 OF THIS CONTRACT, WHICH ARE INCORPORATED IN AND MADE AN INTEGRAL PART OF THIS CONTRACT AND SHOULD NOT BE REVISED OR MODIFIED EXCEPT IN PARAGRAPH 8 OF THIS CONTRACT.

Ronald R Cox  
(Seller's Signature)

RONALD R COX  
(Seller's Printed Name)

10/25/02 307-48-1413  
(Date) (Social Security/Tax I.D. Number)

Arian M. Cox  
(Seller's Signature)

ARIAN M. COX  
(Seller's Printed Name)

10/25/02 266-59-1120  
(Date) (Social Security/Tax I.D. Number)

Michelle Pessin as President of the  
(Buyer's Signature) 131 Group Inc.

Michelle Pessin as President of 131 Group Inc  
(Buyer's Printed Name)

10/23/02  
(Date) (Social Security/Tax I.D. Number)

Michelle Pessin as President of 131 Group Inc  
(Buyer's Signature)

Michelle Pessin as President of 131 Group Inc  
(Buyer's Printed Name)

10/23/02 (Date) (Social Security/Tax I.D. Number)

IDENTIFICATION OF REAL ESTATE BROKERS

Transaction Listing Broker: BAY CROSSINGS REALTY  
39% BECKY SCHUMACHER

Selling Broker: Coastal Real Estate 39%  
Michael Hogger

DEPOSIT RECEIPT

Receipt of the Initial Deposit is acknowledged by  cash  wire or  check on 10/24/02 (insert Date), to be held in escrow in accordance with the terms and conditions set forth in this Contract.

Received by: [Signature] for Cherry Passidoma (Escrow Agent)

## REAL ESTATE TRANSACTION STANDARDS

**STANDARD A - PURCHASE MONEY NOTE AND MORTGAGE TO SELLER.** The Purchase Money Note referred to in Paragraph 4.C. of this Contract will provide for a late charge equivalent to 5% of the delinquent periodic payment amount, if payment is not received within 10 days of the due date. The Purchase Money Note and Mortgage will otherwise contain terms and conditions that are customary in purchase money notes mortgages encumbering real property in the county where the Property is located, and will otherwise be in form and content reasonably acceptable to SELLER. The BUYER shall be personally liable on the Purchase Money Note. BUYER shall have the right to prepay all or any part of the principal at any time with interest to the date of payment, without penalty, except that no prepayment in SELLER's fiscal year of closing is permitted without SELLER's written consent. The Purchase Money Mortgage shall contain a due-on-sale clause, and shall be a first mortgage unless otherwise noted herein.

**STANDARD B - TITLE.** Title to the Property shall be good and marketable with legal access, subject only to the following exceptions: (1) ad valorem and non ad valorem real property taxes for the year of closing and subsequent years; (2) zoning, building code and other use restrictions imposed by governmental authority; (3) outstanding oil, gas and mineral interests of record, if any; and (4) restrictions, reservations and easements common to the subdivision, provided that none of the foregoing shall prevent use of the Property for residential purposes.

**STANDARD C - INSTRUCTIONS FOR TITLE; ASSIGNMENT; TAX DEFERRED EXCHANGE.** At least 15 days prior to the Closing Date, BUYER shall deliver to SELLER the name(s), address, manner in which title will be taken, and any assignment thereby required. No assignment shall release BUYER from the obligations of this Contract unless SELLER consents in writing to such release. If either party intends to treat this transaction as a tax-deferred exchange under I.R.C. Section 1031, the other party shall cooperate in accomplishing the exchange, and hereby consents to the assignment of this Contract to a qualified exchange intermediary for that purpose, provided there is no additional cost or delay in closing and the exchangor is not released from liability under this Contract.

### **STANDARD D - PROPERTY CONDITION DISCLOSURE; DUE DILIGENCE AND INSPECTIONS; MAINTENANCE OF PROPERTY**

1. **PROPERTY CONDITION DISCLOSURE:** SELLER represents that SELLER knows of no facts or conditions materially affecting the value of the Property, except those which are readily observable by BUYER, or which have been disclosed to BUYER by SELLER in writing and furnished to BUYER prior to the Effective Date of this Contract or in Paragraph 8.

2. **DUE DILIGENCE:** If A. was selected in Paragraph 7, BUYER shall have a period of 30 days from the Effective Date (the "Due Diligence Period") to determine whether the Property is suitable, in BUYER's sole discretion, for BUYER's intended use. During the Due Diligence Period, BUYER may evaluate, without limitation, the building and zoning laws and restrictions, environmental conditions and restrictions, presence of radon, soil and grade, presence of termites and other wood-destroying organisms, availability of water, sewer and other utilities, consistency with local, state and regional growth management plans, availability of permits, government approvals and licenses applicable to the Property, and to conduct, at BUYER's expense, any and all tests, reports, studies, inspections, analyses, surveys and assessments that BUYER deems necessary and appropriate to determine the suitability of the Property for BUYER's intended use (collectively "the Inspections"). BUYER and BUYER's agents, employees and contractors shall have the right to enter the Property at all reasonable times and at all times during the Due Diligence Period for the purpose of conducting the Inspections. BUYER will indemnify and hold SELLER harmless from and against all losses, damages, costs, claims and expenses of any nature, including attorneys fees, and from and against any liability to any person arising from, out of or in connection with the Inspections. BUYER will not cause any construction lien(s) to be placed against the Property as a result of the Inspections. If BUYER determines for any reason that the Property is not suitable for BUYER's intended use, and notifies SELLER of same prior to expiration of the Due Diligence Period, BUYER may terminate this Contract. In that event, BUYER shall repair any and all damage to the Property resulting from or caused by the Inspections, and shall otherwise return the Property to its condition prior to the Inspections. BUYER's failure to so notify SELLER of BUYER's election to terminate this Contract shall constitute BUYER's acceptance of the Property as suitable for BUYER's intended use, in its "as is" condition.

3. **MAINTENANCE OF PROPERTY:** SELLER shall maintain the Property (including without limitation the lawn, shrubbery, and landscaping) in the condition existing on the Effective Date until the Closing Date or date of possession, whichever is earlier, and shall not cause or permit deterioration of the Property, or otherwise take any action to diminish the value of the Property.

**STANDARD E - SELLER'S INSTRUMENTS AND EXPENSES.** SELLER shall pay for and provide, when applicable, including any sales tax thereon: (1) the title evidence or credit specified in Paragraph 5 above; (2) preparation of statutory warranty deed (or special warranty deed if SELLER is a fiduciary), condominium/homeowner association estoppel letter(s), tenant estoppel letter(s), copies 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; (3) mortgage payoff letter from existing lender(s); (4) documentary stamps on deed; (5) real estate broker's compensation (to be disbursed by closing agent at closing); (6) the full amount of condominium/homeowner association special assessments and governmentally imposed liens or special assessments (other than CDD/MSTU assessments which are addressed in Paragraph 6) which are a lien or a special assessment that is certain as to the identity of the lienor or assessor, the property subject to the lien or special assessment, and the amount of the lien or special assessment, on or before the Effective Date; (7) SELLER's attorney fees, and (8) if SELLER is subject to withholding under FIRPTA, reasonable charges associated with withholding, escrowing and/or remitting funds, and/or preparing the withholding certificate application and/or tax return related thereto.

**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) preparation of, and documentary stamps, intangible tax and recording fees on, the Purchase Money Note and Mortgage to SELLER, and all costs of any institutional loan secured by BUYER; (3) title insurance; (4) recording membership approval; (5) abstract recertification or title continuation through date of deed recording; (6) survey; (7) condominium/homeowner association membership transfer fee; (8) condominium/homeowner association resale transfer fee/capital contribution; (9) pending liens or special assessments (liens or special assessments other than those described in Standard E(6)). In the event it is determined there are pending liens or special assessments which do not fall under Standard E(6), which were not disclosed in writing to BUYER by SELLER prior to or concurrent with the execution of this Contract, which pending liens or special assessments exceed a sum equivalent to 1% of the purchase price, BUYER may terminate this Contract, unless SELLER agrees in writing to pay the portion of such pending liens or special assessments in excess of 1% of the purchase price. SELLER agrees to pay into escrow at closing a reasonable sum to insure that the excess will be paid; and (10) BUYER's attorneys 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) ad valorem and non ad valorem real and personal property taxes based on the current year (if available), otherwise on the prior year's bill (without discount); (2) interest on any assumed indebtedness; (3) rents; and (4) condominium/homeowner association assessments and CDD/MSTU operating and maintenance assessments. 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.** In the event that the Property is located in a homeowners association community, Florida law requires that before BUYER signs this Contract, SELLER shall provide to BUYER the "Homeowners Association Disclosure Summary," and that the summary be attached to and made a part of this Contract. BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL THE BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.

**STANDARD I - CONDOMINIUM RESALE DISCLOSURE; VOIDABILITY RIGHTS.** If the Property is a condominium unit(s), the following provisions are incorporated into this Contract: THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN THREE (3) DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS, RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND QUESTION AND ANSWER SHEET, IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN THREE (3) DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, RULES AND QUESTION AND ANSWER SHEET, IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. BUYER, by its execution of this Contract, hereby requests a current copy of the above referenced condominium documents.

**STANDARD J - HOMEOWNER ASSOCIATION PROVISIONS.** Any homeowner association reserve account(s) is included in the purchase price. If association membership approval is required, BUYER shall, within 10 days of the Effective Date, make application for same in the name(s) in which title will be taken, and shall comply with all governing requirements of the association and be responsible for securing membership approval. If no approval has been obtained prior to the Closing Date, either BUYER or SELLER may terminate this Contract. SELLER shall obtain a letter(s) from the association(s) which sets forth the amounts, periods and payment status of assessments and transfer fees and resale capital contributions, and deliver same to the BUYER at least 15 days prior to the Closing Date.

**STANDARD K - MORTGAGE LENDER REQUIREMENTS:** If BUYER is obtaining institutional mortgage financing in accordance with the provisions of Paragraph 4.B. the policies of the lending institution shall prevail as to the procedures for closing and disbursement of mortgage loan proceeds.

**STANDARD L - TITLE EXAMINATION AND DEFECTS; LEGAL ACCESS.** BUYER shall have 15 days from receipt of the prior policy or abstract identified in Paragraph 5 above (the "Examination Period") for examination of said title evidence and determination of legal access. BUYER's obligation to purchase is conditioned on the Property having legal access to and from a public right of way sufficient for residential use. If title is found defective or legal access is found to be lacking, BUYER shall, within the Examination Period, notify SELLER specifying the 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 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 have 30 days from receipt of notice from BUYER (the "Clearance Period") to clear or remove such title defect(s), deliver possession, or provide legal access, at SELLER's expense. SELLER will use diligent effort to correct the title defect(s), deliver possession or provide legal access within the Clearance Period, including the bringing of necessary suits. SELLER shall not be liable to BUYER for damages if SELLER cannot render title marketable, deliver possession or provide legal access. If SELLER does not clear or remove the title defect(s), deliver possession or provide legal access within the Clearance Period, BUYER may elect to accept such title, possession, or access as SELLER can provide, without reduction of the purchase price, or to terminate this Contract.

**STANDARD M - SURVEY; COASTAL CONSTRUCTION CONTROL LINE.** BUYER may, at BUYER's expense, have the Property surveyed not later than 30 days prior to the Closing Date ("Survey Period"). If the survey, as certified by a registered Florida surveyor, correctly shows: (1) an encroachment onto the Property; or (2) that an improvement located on the Property projects onto lands of others; or (3) lack of legal access (collectively "Objections"), BUYER may, within the Survey Period, notify SELLER of the Objections and shall furnish a copy of the survey. The Objections shall be treated as a title defect(s). If any portion of the Property lies seaward of the Coastal Construction Control Line, as defined in § 161.053 F.S., BUYER waives the right to receive a survey or survey affidavit from SELLER delineating said line on the Property. If BUYER fails to obtain a survey 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 any Objections within the Survey Period, BUYER waives any Objections.

**STANDARD N - FUNDS ESCROW.** The undersigned escrow agent (the "Escrow Agent") will accept in escrow the deposit(s) paid under this Contract, and hold the deposit(s) in escrow until the earlier of: (1) delivery to another Escrow Agent for closing, who by acceptance agrees to these terms and becomes the Escrow Agent (the Escrow Agent holding the deposit(s) is authorized to 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 purchase price of the Property; (3) such time as the BUYER may be entitled to return of the deposit(s); or (4) delivery pursuant to written direction of the parties, at which time the Escrow Agent shall pay all of the deposit(s) to the party entitled thereto. The Escrow Agent shall not be liable for the payment of any interest, damages, attorneys fees or court costs in any action that may be brought to recover the deposit(s) held in escrow, or 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 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 paid reasonable attorneys fees and court costs, which shall be paid by the non-prevailing party. The Escrow Agent has no duty to collect or 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 within 5 days after its due date, and (b) any check for any deposit which is not paid on presentation within 5 days of learning of its dishonor. Upon written directive from BUYER, the deposit(s) shall be placed into an interest bearing account, and all interest accruing thereon shall be paid to BUYER in any event. If the Escrow Agent is a licensed real estate broker, the Escrow Agent shall comply with the requirements of Chapter 475, F.S.

**STANDARD O - ZONING.** SELLER represents and warrants that SELLER has not commenced any proceedings to change the present zoning classification of the Property, nor will SELLER initiate any such proceedings. SELLER further represents and warrants that SELLER has received no notice of the commencement by third parties of any proceedings which would affect the present zoning classification of the Property. Should SELLER receive any such notice, SELLER will promptly communicate the same to BUYER in writing, and if the proposed zoning would prevent residential use of the Property, BUYER may terminate this Contract.

**STANDARD P - FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).**-A SELLER who is a U.S. citizen or resident alien and who furnishes BUYER with an affidavit attesting to same, is exempt from FIRPTA withholding. If SELLER is a foreign person or entity, BUYER shall collect from the SELLER, or deduct and withhold from the purchase price, a tax in an amount equivalent to 10% of the purchase price, unless: (1) the SELLER delivers to BUYER a withholding certificate issued by the Internal Revenue Service entitling SELLER to an exemption from withholding or a reduced withholding obligation, and indemnifies BUYER for not collecting or withholding the tax or for withholding only such reduced amount as is set forth in the withholding certificate; or (2) the purchase price is not more than \$300,000.00 and BUYER executes an affidavit establishing BUYER's acquisition of the Property is for use as a residence in accordance with the regulations of the Internal Revenue Code, and otherwise complies with all applicable regulations and requirements promulgated or imposed by the Internal Revenue Service related to that exemption. SELLER shall not be required to pay to BUYER or allow withholding by BUYER until BUYER satisfies SELLER the tax will be properly and timely remitted. Unless relieved from the obligation to do so upon the circumstances set forth above, within 10 days of the Closing Date, BUYER will file with and remit the tax to the Internal Revenue Service for the benefit of SELLER, and will provide evidence of remittance to SELLER. The collection or withholding of the tax by BUYER, or the establishment of an exemption by SELLER or BUYER as set forth herein, is a condition precedent to closing for the sole benefit of the BUYER. SELLER's failure or refusal to comply or allow compliance with the requirements of Section 1445 IRC (and regulations) shall constitute a breach of this Contract by SELLER.

**STANDARD Q - QUICK CLOSING.** If the Closing Date does not allow sufficient time for performances by SELLER and BUYER within the time frames and by the deadlines set forth in this Contract, the parties agree to undertake and complete all performances, inspections, surveys, examinations, delivery of documents, notices, satisfaction of contingencies and all other actions required of or allowed to either party prior to the Closing Date.

**STANDARD R - TIME OF PERFORMANCE AND REMEDIES.** Time is of the essence for closing title. If BUYER does not perform BUYER's obligations hereunder (except as excused by SELLER's default) all deposits made shall be paid to SELLER as liquidated damages, which shall be SELLER's exclusive remedy. If SELLER does not perform SELLER's obligations hereunder (except as excused by BUYER's default), BUYER may enforce this Contract by a suit for specific performance, damages, or may terminate this Contract.

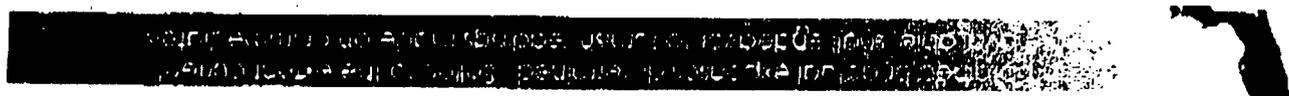
**STANDARD S - LITIGATION; ATTORNEYS FEES AND COSTS.** In connection with any litigation concerning this Contract, the prevailing party shall be entitled to recover reasonable attorneys fees and court costs from the non-prevailing party.

**STANDARD T - NOTICE.** Any notice required or permitted under this Contract shall be in writing and shall be effective when given by a party or that party's broker or attorney to the other party or that party's broker or attorney.

**STANDARD U - MISCELLANEOUS.** The parties have agreed to deal in good faith and to diligently work toward a timely closing. The singular case or tense shall include the plural case or tense. This Contract may only be modified in writing by the parties. Unless otherwise specified to the contrary, all references in this Contract to a number of days shall mean calendar days. As used herein, the terms "real estate broker" or "broker" shall include all real estate brokers, brokerage corporations or business entities, and their respective salespersons involved in this transaction. All title evidence and other documents provided to BUYER by or on behalf of SELLER are the property of SELLER until closing and shall be immediately returned to SELLER if this Contract is terminated. If either SELLER or BUYER is permitted to terminate this Contract, said party shall do so by giving notice of said termination to the other party, whereupon all deposits made by BUYER shall be promptly returned to BUYER, this Contract shall be of no further force and effect, and the parties shall have no further liability to one another hereunder. The headings used in this Contract are for convenience of reference only and shall not be used for interpreting the meaning of any provisions of this Contract.

**STANDARD V - NEGOTIATED TERMS; REPRESENTATIONS.** Any and all terms negotiated between the parties must be written into this Contract. BUYER's decision to buy was based upon BUYER's own investigation of the Property. BUYER holds the broker(s) harmless from all liability or loss caused by SELLER's failure to disclose material facts in accordance with this Contract, representations regarding the Property's condition, or broker's referral, recommendation, or retention of any vendor. The parties agree that assistance to a party by a broker does not, and will not, make the broker responsible for performance.

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



PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: John A. Wanda ("Seller") and 151 Group and its members ("Buyer") agree to sell and buy on the terms and conditions specified below the property ("Property") described as: Address: 3199 Ocean Blvd, South Springs, FL 34134 Legal Description: Part lying in 1 1/2 of Govt. Lot 2 Sect. 7 Desc. in O.E. 2239/314 AKA Parcel H.

Including all improvements and the following additional property:

PRICE AND FINANCING

2. PURCHASE PRICE: \$ [redacted] payable by Buyer in U.S. funds as follows: (a) \$ [redacted] Deposit received (checks are subject to clearance) Jan 25, 2004 by CHEFY PASIDOMO ("Escrow Agent") Signature for CHEFY PASIDOMO (Name of Company) (b) \$ [redacted] Additional deposit to be made by Feb 15, 2004 days from Effective Date. (c) Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage) (d) \$ Other: (e) \$ [redacted] Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

(f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to determine the purchase price is [ ] lot [ ] acre [ ] square foot [ ] other (specify: ) prorating areas of less than a full unit. The purchase price will be \$ per unit based on a calculation of total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph B(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:

3. CASH/FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency. (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the "Financing") within days from Effective Date (if left blank then Closing Date or 30 days from Effective Date whichever occurs first) (the "Financing Period"). Buyer will apply for Financing within days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract. Upon cancellation, Buyer will return to Seller all the evidence, surveys and association documents provided by Seller, and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties. Buyer will pay all loan expenses, including the lender's title insurance policy. (1) New Financing: Buyer will secure a commitment for new third party financing for \$ or % of the purchase price at the prevailing interest rate and loan costs. Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker. (2) Seller Financing: Buyer will execute a [ ] first [ ] second purchase money note and mortgage to Seller in the amount of \$ bearing annual interest at % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the

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mortgages option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s); with interest only to date of payment; will be due on conveyance or sale will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days from Effective Date, give Buyer written notice of whether or not Seller will make the loan.

(3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to

LNA \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month including principal, interest,  taxes and insurance and having a  fixed  other (describe) \_\_\_\_\_ interest rate of \_\_\_\_\_ % which  will  will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds \_\_\_\_\_% of the assumption or transfer fee exceeds \$ \_\_\_\_\_, Seller shall have the right to pay the excess, failing which this agreement will terminate and Buyer's deposits will be returned.

#### CLOSING

**4. CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and possession delivered on or before May 15 2004, unless extended by other provisions of this Contract, if on Closing Date insurance underwriting is suspended. Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

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

(a) **Seller Costs:** Seller will pay taxes on the deed and recording fees for documents needed to cure title, certified confirmed and mailed special assessment liens, title evidence if applicable under Paragraph 8. Other \_\_\_\_\_.

(b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements, loan expenses, pending special assessment liens, lender's title policy at the time of loan issue, rate, inspections, survey and sketch, insurance, Other \_\_\_\_\_.

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

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

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

(d) **Prorations:** The following items will be made current and prorated as of the Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any evaluations.

(e) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

#### PROPERTY CONDITION

**6. LAND USE:** Seller will deliver the Property to Buyer in the "as is" condition and in the condition or conditions resulting from Buyer's inspection and capacity damage, if any, excepted. Seller will maintain the land, soil, and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

(a) **Flood Zone:** Buyer is advised to verify, by consulting with the lender and with appropriate governmental agencies, which flood zone the Property is in, while the flood insurance is required to be at least in compliance with the Property and rebuilding in the event of casualty.

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

(c) **Inspections, Tests (1) or (2) Below:**

(1) **Feasibility Study:** Buyer will, at Buyer's expense and within \_\_\_\_\_ days from Effective Date, Feasibility Study Period, determine whether the Property is suitable in Buyer's sole and absolute discretion for \_\_\_\_\_ use. Upon the Feasibility Study Period, Buyer may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations (collectively "an Buyer's tests") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural and environmental properties, zoning and

Buyer  and Seller  ( ) acknowledge receipt of a copy of this page, which is Page 2 of 3 Pages.

111 zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other  
112 utilities; consistency with local, state and regional growth management plans; availability of permits, government  
113 approvals, and licenses; and other inspections that Buyer deems appropriate to determine the Property's suitability  
114 for the Buyer's intended use. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate  
115 government agencies. Seller will sign all documents Buyer is required to file in connection with development or  
116 rezoning approvals.

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

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

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

138 (d) Subdivided Lands: If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any  
139 contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots,  
140 parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into  
141 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan." Buyer may  
142 cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which Buyer executes  
143 this Contract. If Buyer elects to cancel within the period provided, all funds or other property paid by Buyer will be  
144 refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

145 **7. RISK OF LOSS; EMINENT DOMAIN:** If any portion of the Property is materially damaged by casualty before closing,  
146 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,  
147 or if an eminent domain proceeding is initiated Seller will promptly inform Buyer. Either party may cancel this Contract  
148 by written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close in  
149 accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

#### 150 TITLE

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

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

161 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and  
162 subject only to title exceptions set forth in this Contract.

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

171 (b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller within 5 days from receipt  
172 of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

173 Buyer ( VA ) and Seller (          ) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages

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

**OFFER AND ACCEPTANCE**

318 (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
319 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
320 delivered to Buyer no later than 5  a.m.  p.m. on 1/23/2009, this offer will be revoked  
321 and Buyer's deposit refunded subject to clearance of funds.

322 Date: 1/15/2009 Buyer: Michelle Person as President Tax ID/SSN: \_\_\_\_\_  
323 Print name: ISI GROUP, INC

324 Date: \_\_\_\_\_ Buyer \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
325 Print name: \_\_\_\_\_  
326 Phone: \_\_\_\_\_ Address: 9167 BRENOON CREEK LN  
327 BOCA RATON SPRINGS, FL 33433  
328 Fax: \_\_\_\_\_

329 Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
330 Print name: \_\_\_\_\_

331 Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
332 Print name: BENNY E. HANNA  
333 Phone: \_\_\_\_\_ Address: 1124 APPLE CREEK TRAIL  
334 Fax: \_\_\_\_\_ BOCA RATON FL 33435

335  Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initia the counter offered terms and deliver a copy  
336 of the acceptance to Seller by 5:00 p.m. on \_\_\_\_\_)  Seller rejects Buyer's offer

337 Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)

338 Buyer (ISI) and Seller (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.

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174 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the  
175 defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on  
176 Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to  
177 cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from  
178 receipt of Seller's notice, either cancel this Contract or accept the same with existing defects and close the transaction.  
179 (c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written  
180 notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property,  
181 encroachments by the Property's improvements on either lands or deed restriction or zoning violations. Any such  
182 encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be  
183 determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal  
184 construction control line, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's  
185 location on the property, unless Buyer waives this requirement in writing.

#### 186 MISCELLANEOUS

187 9. **EFFECTIVE DATE; TIME:** The "Effective Date" of this Contract is the date on which the last of the parties initials or  
188 signs the latest offer. Time is of the essence for all provisions of this Contract. All time periods expressed as days will  
189 be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal  
190 holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a  
191 Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00  
192 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

193 10. **NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's  
194 failure to deliver timely written notice to Seller when such notice is required by this Contract, regarding any contingencies  
195 will render that contingency null and void and the Contract will be construed as if the contingency did not exist.

196 11. **COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
197 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
198 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
199 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
200 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
201 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
202 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

#### 206 DEFAULT AND DISPUTE RESOLUTION

207 13. **DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort,  
208 Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without  
209 waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for  
210 the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including  
211 timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated  
212 damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits  
213 paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

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

228 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
229 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
230 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA")  
231 or other mediator agreed on by the parties. The parties will equally divide the mediation fee. If any, "Arbitration" is a  
232 process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose  
233 decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed  
234 on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

235 Buyer (X) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

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

**OFFER AND ACCEPTANCE**

319 (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
320 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
321 delivered to Buyer no later than 5  a.m.  p.m. on 1/23/2004, this offer will be revoked  
322 and Buyer's deposit refunded subject to clearance of funds.

323 Date: 1/15/2004 Buyer: Michelle Perina as President Tax ID/SSN: \_\_\_\_\_  
324 Print name: LSI GROUP, INC

325 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326 Print name: \_\_\_\_\_  
327 Phone: \_\_\_\_\_ Address: 9167 BRENDON CREEK LN  
328 Fax: \_\_\_\_\_ CONTOUR SPRINGS, FL 34135

329 Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
330 Print name: \_\_\_\_\_

331 Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
332 Print name: RENNY A HARRIS  
333 Phone: \_\_\_\_\_ Address: 1424 APPLE CREEK TRAIL  
334 Fax: \_\_\_\_\_ CRENSHAW BLVD NW 38434

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

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

338 Buyer (MP) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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# 187C



# Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

\*1 **PARTIES:** PENNY LOPEZ, a married woman ("Seller"),  
 2 of 5248 Mamie Street, Bonita Springs, Florida 34134 (Phone) 239/450 5712  
 \*3 and 131 GROUP, INC., a Delaware Corporation ("Buyer"),  
 4 of c/o Louis Cheffy, Esq., 821 5th Avenue S., Naples, FL (Phone) 239/272 1828  
 5 hereby agree that Seller shall sell and Buyer shall buy the following described real property and personal property (collectively  
 6 "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

### I. DESCRIPTION:

\*8 (a) Legal description of the Real Property located in Lee County, Florida:  
 9 See legal attached as Exhibit "A"  
 10  
 \*11 (b) Street address, city, zip, of the Property is: 5206 Mamie Street, Bonita Springs, FL 34134  
 \*12 (c) Personal Property: None - vacant and unimproved - Bonita Springs property

\*15 **II. PURCHASE PRICE:** (10,500 sq. ft. x \$23.00 per sq. ft.) \$ 241,500.00

### PAYMENT:

\*17 (a) Deposit held in escrow by seller (Escrow Agent) [Signature]  
 18 in the amount of [Redacted]  
 \*19 (b) Additional escrow deposit to be made to Escrow Agent with [Redacted] day(s) after Effective Date [Signature]  
 \*20 (see Paragraph III) in the amount of on or before Jan 25, 2004 in the amount of [Redacted]  
 \*21 (c) Subject to AND assumption of existing mortgage in good standing in favor of [Redacted]  
 \*22 [Redacted] having an approximate present principal balance of \$ [Redacted]  
 \*23 (d) New mortgage financing with a Lender (see Paragraph IV) in the amount of \$ [Redacted]  
 \*24 (e) Purchase money mortgage and note to Seller (see rider for terms) in the amount of \$ [Redacted]  
 \*25 (f) Other: [Redacted]  
 26 (g) Balance to close by U.S. cash or LOCALLY DRAWN cashier's or official bank check(s),  
 \*27 subject to adjustments or prorations [Redacted]

\*28 **III. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE:** If this offer is not executed by and delivered to all parties  
 \*29 OR FACT OF EXECUTION communicated in writing between the parties on or before Dec 10, 2004, the deposit(s) will, at  
 30 Buyer's option, be returned and this offer withdrawn. For purposes of delivery or notice of execution, parties include Buyer and Seller or  
 31 each of the respective brokers or attorneys. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and  
 32 Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

### IV. FINANCING:

\*34  (a) This is a cash transaction with no contingencies for financing;  
 \*35  (b) This Contract is conditioned on Buyer obtaining a written loan commitment within \_\_\_\_\_ days after Effective Date for  
 \*36 (CHECK ONLY ONE):  a fixed;  an adjustable; or  a fixed or adjustable rate loan in the principal amount of  
 \*37 \$ \_\_\_\_\_, at an initial interest rate not to exceed \_\_\_\_\_%, discount and origination fees not to exceed \_\_\_\_\_%  
 \*38 of principal amount, and for a term of \_\_\_\_\_ years. Buyer will make application within \_\_\_\_\_ days (5 days if left blank) after  
 39 Effective Date and use reasonable diligence to obtain a loan commitment and, thereafter, to satisfy terms and conditions of the  
 40 commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a commitment or fails to waive Buyer's  
 41 rights under this subparagraph within the time for obtaining a commitment or, after diligent effort, fails to meet the terms and  
 42 conditions of the commitment by the closing date, then either party thereafter, by written notice to the other, may cancel this  
 43 Contract and Buyer shall be refunded the deposit(s); or  
 \*44  (c) The existing mortgage, described in Paragraph II(c) above, has:  a variable interest rate; or  a fixed interest rate of \_\_\_\_\_%  
 \*45 per annum. At time of title transfer, some fixed interest rates are subject to increase; if increased, the rate shall not exceed \_\_\_\_\_%  
 46 per annum. Seller shall furnish a statement from each mortgagee stating the principal balance, method of payment, interest rate and  
 47 status of mortgage or authorize Buyer or Closing Agent to obtain the same. If Buyer has agreed to assume a mortgage which requires  
 48 approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the necessary application and diligently  
 \*49 complete and return it to the mortgagee. Any mortgagee charge(s), not to exceed \$ \_\_\_\_\_ (1% of amount  
 50 assumed if left blank), shall be paid by Buyer. If Buyer is not accepted by mortgagee or the requirements for assumption are not in  
 51 accordance with the terms of this Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind  
 52 this Contract by written notice to the other party unless either elects to pay the increase in interest rate or excess mortgage charges.

\*53 **V. TITLE EVIDENCE:** At least 20 days before closing date, (CHECK ONLY ONE):  Seller shall, at Seller's expense, deliver to  
 54 Buyer or Buyer's attorney; or  Buyer shall at Buyer's expense obtain (CHECK ONLY ONE):  abstract of title; or  title insurance  
 55 commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

\*56 **VI. CLOSING DATE:** This transaction shall be closed and the closing documents delivered on March 15, 2004  
 57 unless modified by other provisions of this Contract.

[Signature] [Signature]

58 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: comprehensive land use plans, zoning,  
59 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat  
60 or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; public utility easements  
61 of record (easements are to be located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines  
62 and 7 1/2 feet in width as to the side lines, unless otherwise stated herein); taxes for year of closing and subsequent years;  
63 assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at closing  
64 no violation of the foregoing and none prevent use of the Property for single family residential purpose(s).

65 VIII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller; but if Property is intended to be rented or  
66 occupied beyond closing, the fact and terms thereof and the tenant(s) or occupant(s) shall be disclosed pursuant to Standard F. Seller shall  
67 deliver occupancy of Property to Buyer at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing,  
68 Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and  
69 shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein.

70 IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all  
71 printed provisions of this Contract in conflict with them.

72 X. RIDERS: (CHECK those riders which are applicable AND are attached to this Contract):  
\*73  COMPREHENSIVE RIDER  HOMEOWNERS' ASSN.  COASTAL CONSTRUCTION CONTROL LINE  
\*74  CONDOMINIUM  "AS IS"  INSULATION  
\*75  VA/FHA  LEAD-BASED PAINT  Addendum and/or Amendment

\*76 XI. ASSIGNABILITY: (CHECK ONLY ONE): Buyer  may assign and thereby be released from any further liability under this  
\*77 Contract;  may assign but not be released from liability under this Contract; or  may not assign this Contract.

78 XII. DISCLOSURES:  
79 (a) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health  
80 risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in  
81 buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.  
82 (b) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure.  
83 (c) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.  
84 (d) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.  
85 (e) If Buyer will be obligated to be a member of a homeowners' association, BUYER SHOULD NOT EXECUTE THIS  
86 CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION DISCLOSURE.

87 XIII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:  
\*88 (a) \$ -0- for treatment and repair under Standard D (if blank, then 2% of the Purchase Price).  
\*89 (b) \$ -0- for repair and replacement under Standard N (if blank, then 3% of the Purchase Price).

\*90 XIV. SPECIAL CLAUSES; ADDENDA: If additional terms are to be provided, attach addendum and CHECK HERE .

91 XV. STANDARDS FOR REAL ESTATE TRANSACTIONS: Standards A through W on the reverse side or attached are  
92 incorporated as a part of this Contract.

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

95 THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR.  
96 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a  
97 particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining  
98 positions of all interested persons.

99 COPYRIGHT 1998 BY THE FLORIDA BAR AND THE FLORIDA ASSOCIATION OF REALTORS  
100 131 GROUP, INC.  
101 by: Michelle Pessia 1-10-04 Penny Lopez 12/9/03  
(Buyer) as president (Date) (Seller) Penny Lopez (Date)

102 Social Security or Tax I.D. # \_\_\_\_\_ Social Security or Tax I.D. # 590-14-3121  
103 \_\_\_\_\_  
104 (Buyer) (Date) (Seller) (Date)

105 Social Security or Tax I.D. # \_\_\_\_\_ Social Security or Tax I.D. # \_\_\_\_\_

106 Deposit under Paragraph II (a) received; IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE. \_\_\_\_\_  
107 \_\_\_\_\_ (Escrow Agent)

\*08 BROKER'S FEE: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation  
09 in connection with this Contract:

10 Name: \_\_\_\_\_  
111 Cooperating Brokers, if any \_\_\_\_\_ Listing Broker \_\_\_\_\_

**ADDENDUM TO CONTRACT  
FOR SALE AND PURCHASE OF REAL PROPERTY BETWEEN  
PENNY LOPEZ and the 131 GROUP, INC.**

PENNY LOPEZ, as Seller, and 131 GROUP, INC., as Buyer, do hereby agree to alter, change and amend that certain Contract for Sale and Purchase between the parties as follows:

- PL* Thousand \$  *MP*
1. The sum of One Hundred () Dollars paid by Buyer at the signing of the Contract between the parties and the ~~Additional Five~~ <sup>Four</sup> Thousand () Dollars ~~is now~~ <sup>is</sup> deposit shall be paid directly to Seller, and Seller shall be free to use said funds as Seller wishes pending closing of said Contract, and Buyer shall receive full credit for all funds paid to Seller at closing.
  2. All deposits of funds paid by Buyer to Seller under the contract shall be non-refundable and shall become the sole property of Seller notwithstanding anything to the contrary provided within the original Contract for Sale and Purchase between the parties or herein.
  3. Seller and Buyer agree that Seller may have the ability to utilize Section 1031 IRC relating to a tax-free exchange and should Seller have that availability and choose to use same, Buyer agrees to cooperate and do all things necessary to assist Seller to meet the requirements of said tax-free exchange including drafting, signing and closing upon an exchange contract.
  4. Any provisions within this Addendum which does not alter, change or amend the Contract for Sale and Purchase between the parties shall remain in full force and effect as originally provided in said Contract.

WHEREFORE, the parties hereto have entered into this Addendum to Contract, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**SELLER:**

*Penny Lopez*  
PENNY LOPEZ

**BUYER:**

131 GROUP, INC.

BY: *Michelle Pessier*

*PL*      *MP*

**Real Estate Purchase Contract**

1. SALE AND PURCHASE: Jimmy Lee Weeks & Robin Weeks ("Seller")  
and 131 Group, Inc ("Buyer")  
agree to sell and buy on the terms and conditions specified below the property described as:  
Address: 5198 Mamie St. Bonita Spring, FL 34134

County: Lee  
Legal Description: PAR LYING IN N 1/2 OF GOVT LOT 2 SECTION 7 DESC 1  
Tax ID No: 07-47-25-00-00003.0310

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are: EASMENTS OF RECORD

The following attached items are excluded from the purchase:

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property included in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

**PRICE AND FINANCING**

2. PURCHASE PRICE: \$                      payable by Buyer in U.S. currency as follows:  
(a) \$                      Deposit received (checks are subject to clearance) OCT 23, 2003  
for CHEFFY PASSIDOMO ("Escrow Agent")  
Signature Name of Company  
(b) \$                      Additional deposit to be made by JAN 15, 2004 or            days from Effective Date.  
(c)                      Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)  
(d) \$                      Other:                       
(e) \$                      Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable)  (a) Buyer will pay cash for the Property with no financing contingency.  
 (b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by                      (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period")  
 (1) A commitment for new  conventional  FHA  VA financing for \$                      or            % of the purchase price (including any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).  
 (2) Approval for Seller financing or assumption of mortgage (see attached addendum).  
Buyer will apply for Financing within            days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

**CLOSING**

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on FEB 15, 2004 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment; up to 0 % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to 0 % (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other:

Buyer ME and Seller James RPA acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.  
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56 (b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing  
57 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;  
58 Other:

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

60  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
61 select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges.  
62 Each party will pay its own closing fees.

63  (2) Seller will provide title evidence as specified in Paragraph 10(a)(2).  Seller  Buyer will pay for the owner's title  
64 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and title  
65 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

66 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues on  
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

70 (e) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
71 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

72 (f) **Home Warranty:**  Buyer  Seller  N/A will pay for a home warranty plan issued by \_\_\_\_\_  
73 cost not to exceed \$ \_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
74 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

75 **PROPERTY CONDITION**

76 6. **INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by \_\_\_\_\_ N/A  
77 \_\_\_\_\_ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection  
78 \_\_\_\_\_ (prior to closing, if left blank); and the walk-through  
79 inspection on the day before Closing Date or any other time agreeable to the parties.

80 7. **REAL PROPERTY DISCLOSURE:** Seller represents that Seller does not know of any facts that materially affect the value of  
81 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
82 or that are known by or have been disclosed to Buyer.

83 (a) **Energy Efficiency:** Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a  
84 new home, the builder's FL-EPL card is attached as an addendum.

85 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
86 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
87 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
88 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
89 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
90 level to an acceptable EPA level, failing which either party may cancel this Contract.

91 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
92 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
93 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
94 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
95 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

96 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
97 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNLESS  
98 BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

99 8. **MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
100 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide  
101 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and  
102 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to  
103 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all  
104 assignable repair and treatment contracts to Buyer at closing.

105 (a) **Warranty, Inspections and Repair:**

106 (1) **Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
107 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
108 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and  
109 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing  
110 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted  
111 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code  
112 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which  
113 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

114 Buyer (MP) and Seller (JRS/RP) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

working condition of the item, including pitted marcite; missing or torn screens other than missing pool cage or screen room screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments; nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

(2) Professional Inspection: Buyer may have warranted items inspected by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

(3) Repair: Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

(b) Wood-Destroying Organisms: "Wood-destroying organism" means arthropod or plant life, including termites, powder post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fence. Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard to wood-destroying organism infestation and damage, subject to the maintenance requirement.

(c) Walk-through Inspection: Buyer may walk through the Property solely to verify that Seller has made repairs required by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

9. RISK OF LOSS: If any portion of the Property is damaged by fire or other casualty before closing and can be restored within 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense, restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which either party may cancel this Contract.

TITLE

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

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

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

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

(b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

177. Buyer (MP) and Seller (R.W.) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

178 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defect  
 179 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing  
 180 Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the  
 181 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of  
 182 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

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

189 **MISCELLANEOUS**

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

195 **12. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure  
 196 to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will  
 197 render that contingency null and void and the Contract will be construed as if the contingency did not exist.

198 **13. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
 199 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
 200 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures  
 201 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
 202 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in  
 203 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
 204 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

208 **DEFAULT AND DISPUTE RESOLUTION**

209 **15. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller  
 210 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right  
 211 to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the  
 212 brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all  
 213 deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific  
 214 performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be  
 215 split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

222 (b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
 223 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration  
 224 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
 225 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
 226 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
 227 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
 228 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to  
 229 become a party to the proceeding. This clause will survive closing.

230 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
 231 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
 232 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
 233 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
 234 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
 235 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the

236 Buyer (MP) and Seller (MAY) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

237 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equal
238 split the arbitrators' fees and administrative fees of arbitration.

239 ESCROW AGENT AND BROKER

240 17. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow a
241 subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Contract, includin
242 (disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items t
243 Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent
244 interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will receive
245 reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs
246 favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate

247 18. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations th
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contract
249 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and
250 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records
252 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors
253 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by
255 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement
256 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors
257 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform
258 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services
259 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products
260 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for
261 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes
262 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

263 19. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer
264 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. Instruction to Closing Agent: Seller
265 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage
266 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the
267 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

Table with 2 columns: Broker Name and Brokerage Fee. Includes James Shannon, Becky Schumacher, Florida Fidelity Realty Corp, and Bay Crossings Realty.

273 ADDENDA AND ADDITIONAL TERMS

- 274 20. ADDENDA: The following additional terms are included in addenda and incorporated into this Contract (check if applicable):
275 [ ] A. Condo. Assn. [ ] G. New Mort. Rates [ ] M. Housing Older Persons [ ] S. Sale of Buyer's Property
276 [ ] B. Homeowners' Assn. [ ] H. As Is w/Right to Inspect [ ] N. Unimproved/Ag. Prop. [ ] T. Rezoning
277 [ ] C. Seller Financing [ ] I. Self-Inspections [ ] O. Interest-Bearing Account [ ] U. Assignment
278 [ ] D. Mort. Assumption [ ] J. Insulation Disclosure [ ] P. Back-up Contract [ ] V. Prop. Disclosure Stmt.
279 [ ] E. FHA Financing [ ] K. Pre-1978 Housing Stmt. (LBP) [ ] Q. Broker - Pers. Int. in Prop. [ ] Other
280 [ ] F. VA Financing [ ] L. Flood Insurance Req'd. [ ] R. Rentals [ ] Other

281 21. ADDITIONAL TERMS: BUYER WILL PAY ALL DOC STAMPS AND RECORDING FEE'S ALONG WITH TITLE
282 INSURANCE, AND TITLE CLOSINGS FEE'S.

284 SELLER WILL HAVE THE OPTION TO LEASE THE PROPERTY BACK AT THE RATE OF \$1.00 PER MONTH UNTIL JULY 31
285 2004.

291 Buyer (WP) and Seller (BP) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

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

318 OFFER AND ACCEPTANCE

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

320 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
321 delivered to Buyer no later than 5  a.m.  p.m. on Oct 21 2003, this offer will be revoked  
322 and Buyer's deposit refunded subject to clearance of funds.

323 Date: 10-18-03 Buyer: Michelle Person as President Tax ID/SSN: \_\_\_\_\_  
324 Print name: LJI GROUP, INC

325 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326 Print name: \_\_\_\_\_  
327 Phone: 9167 BRENOON COVE Ln  
328 Fax: Bonita Springs, FL 34135

329 Date: 10/21/03 Seller: Jimmie Lee Weeks Tax ID/SSN: \_\_\_\_\_  
330 Print name: JIMMIE LEE WEEKS

331 Date: \_\_\_\_\_ Seller: Robin R. Weeks Tax ID/SSN: \_\_\_\_\_  
332 Print name: Robin R. Weeks  
333 Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
334 Fax: \_\_\_\_\_

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

337 Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)

339 Buyer (MP) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

The Florida Association of REALTORS and local Board/Association of REALTORS make no representation as to the legal validity or adequacy of any provision of this form for any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS and who subscribe to its Code of Ethics.



**Residential Sale and Purchase Contract**

1. SALE AND PURCHASE: Clifford A. Weeks ("Seller")  
and 131 Group, Inc ("Buyer")  
agree to sell and buy on the terms and conditions specified below the property described as:  
Address: 5203 Draine St Bonita Springs, FL 34134

County: Lee  
Legal Description: A par lying in N1/2 of GOVT LOT 2 DESC OR 2810 PG 1909  
Tax ID No: 07-47-25-00-00003.0230

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are:

The following attached items are excluded from the purchase:

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

**PRICE AND FINANCING**

2. PURCHASE PRICE: 1,000.00 \$ 1,000.00 payable by Buyer in U.S. currency as follows:  
(a) \$ 1,000.00 Deposit received (checks are subject to clearance) Oct.23, 2003 by non-refundable for Cheffy Passidomo ("Escrow Agent")  
*Signature* *Name of Company*  
(b) \$                      Additional deposit to be made by Jan. 15, 2004 or            days from Effective Date.  
(c)                      Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)  
(d) \$                      Other:                       
(e) \$                      Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable)  (a) Buyer will pay cash for the Property with no financing contingency.  
 (b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by                      (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period"):  
 (1) A commitment for new  conventional  FHA  VA financing for \$                      or            % of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).  
 (2) Approval for Seller financing or assumption of mortgage (see attached addendum).

Buyer will apply for Financing within            days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

**CLOSING**

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on FEB.15, 2004 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment; up to N/A % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to N/A % (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other:                     

Buyer (M) and Seller (CW) (CW) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

56 (b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing  
57 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;  
58 Other:

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

60  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
61 select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges.  
62 Each party will pay its own closing fees.

63  (2) Seller will provide title evidence as specified in Paragraph 10(a)(2).  Seller  Buyer will pay for the owner's title  
64 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien  
65 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

66 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

70 (e) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
71 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

72 (f) **Home Warranty:**  Buyer  Seller  N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a  
73 cost not to exceed \$ \_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
74 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

#### PROPERTY CONDITION

76 6. **INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by Jan. 15  
77 2004 (within 10 days from Effective Date if left blank) ("Inspection Period"); ~~the wood-destroying organism inspection by~~  
78 CW (prior to closing, if left blank); and the walk-through  
79 inspection on the day before Closing Date or any other time agreeable to the parties.

80 7. **REAL PROPERTY DISCLOSURE:** Seller represents that Seller does not know of any facts that materially affect the value of  
81 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
82 or that are known by or have been disclosed to Buyer.

83 (a) **Energy Efficiency:** Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a  
84 new home, the builder's FL-EPL card is attached as an addendum.

85 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
86 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
87 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
88 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
89 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
90 level to an acceptable EPA level, failing which either party may cancel this Contract.

91 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
92 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
93 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
94 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
95 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

96 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
97 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL**  
98 **BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

99 8. **MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
100 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide  
101 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and  
102 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to  
103 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all  
104 assignable repair and treatment contracts to Buyer at closing.

105 (a) **Warranty, Inspections and Repair:**

106 (1) **Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
107 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
108 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and  
109 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing  
110 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted  
111 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code  
112 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which  
113 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

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115 working condition of the item, including pitted marcite; missing or torn screens other than missing pool cage or screen  
116 room screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments;  
117 nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and  
118 minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

119 **(2) Professional Inspection:** Buyer may have warranted items inspected by a person who specializes in and holds an  
120 occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain  
121 the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver  
122 written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to  
123 Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in  
124 subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

125 **(3) Repair:** Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up  
126 to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition  
127 warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the  
128 first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will  
129 choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to  
130 repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner  
131 by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may  
132 cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to  
133 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

134 **(b) Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post  
135 beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.  
136 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to  
137 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the  
138 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5  
139 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live  
140 infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at  
141 closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a  
142 licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have  
143 treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost  
144 to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may  
145 cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard  
146 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

147 **(c) Walk-through Inspection:** Buyer may walk through the Property solely to verify that Seller has made repairs required  
148 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through  
149 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

150 **9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within  
151 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,  
152 restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer  
153 may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which  
154 either party may cancel this Contract.

#### 155 TITLE

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

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

165 **(1) A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and  
166 subject only to title exceptions set forth in this Contract.

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

175 **(b) Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of  
176 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

177 Buyer (M) ( ) and Seller (LH) ( ) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

178 receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects  
179 within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing  
180 Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the  
181 defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of  
182 **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.  
183 (c) **Survey:** **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to  
184 **Seller**, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the  
185 Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated  
186 in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph (b)  
187 above. If any part of the Property lies seaward of the coastal construction control line, **Seller** will provide **Buyer** with an affidavit or  
188 survey as required by law delineating the line's location on the property, unless **Buyer** waives this requirement in writing.

#### 189 MISCELLANEOUS

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

195 **12. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure**  
196 **to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will**  
197 **render that contingency null and void and the Contract will be construed as if the contingency did not exist.**

198 **13. COMPLETE AGREEMENT:** This Contract is the entire agreement between **Buyer** and **Seller**. **Except for brokerage**  
199 **agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.**  
200 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
201 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
202 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
203 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
204 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

#### 208 DEFAULT AND DISPUTE RESOLUTION

209 **15. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller**  
210 fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without waiving the right  
211 to seek damages or to seek specific performance as per Paragraph 16. **Seller** will also be liable to **Broker** for the full amount of the  
212 brokerage fee. (b) **Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all  
213 deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific  
214 performance as per Paragraph 16; and **Broker** will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be  
215 split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

222 (b) **All other disputes:** **Buyer** and **Seller** will have 30 days from the date a dispute arises between them to attempt to  
223 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration  
224 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
225 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
226 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
227 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
228 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to  
229 become a party to the proceeding. This clause will survive closing.

230 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
231 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
232 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
233 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
234 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
235 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the

236\* **Buyer** (            ) and **Seller** (            ) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

237 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally  
238 split the arbitrators' fees and administrative fees of arbitration.

239 **ESCROW AGENT AND BROKER**

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

247 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that  
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
249 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and  
250 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the  
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records  
252 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors  
253 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property  
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by  
255 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement  
256 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,  
257 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform  
258 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services  
259 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products  
260 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for  
261 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes  
262 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

263 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
264 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller  
265 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage  
266 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the  
267 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

268 \_\_\_\_\_  
269 Real Estate Licensee Real Estate Licensee  
270 \_\_\_\_\_  
271 Broker / Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_ Broker / Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_  
272 \_\_\_\_\_

273 **ADDENDA AND ADDITIONAL TERMS**

274 **20. ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):

- 275  A. Condo. Assn.  G. New Mort. Rates  M. Housing Older Persons  S. Sale of Buyer's Property
- 276  B. Homeowners' Assn.  H. As Is w/Right to Inspect  N. Unimproved/Ag. Prop.  T. Rezoning
- 277  C. Seller Financing  I. Self-Inspections  O. Interest-Bearing Account  U. Assignment
- 278  D. Mort. Assumption  J. Insulation Disclosure  P. Back-up Contract  V. Prop. Disclosure Stmt.
- 279  E. FHA Financing  K. Pre-1978 Housing Stmt. (LBP)  Q. Broker - Pers. Int. in Prop.  Other \_\_\_\_\_
- 280  F. VA Financing  L. Flood Insurance Req'd.  R. Rentals  Other \_\_\_\_\_

281 **21. ADDITIONAL TERMS:**

282 **BUYER WILL PAY ALL CLOSING COST.**

283  
284 Seller may Remove any Structures on both  
285 properties currently under contract or buyer  
286 is buying, property in as-is condition.  
287 \$ [redacted] will be paid to seller by 5:00 PM on  
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291 Buyer (M) and Seller (K) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

NOV-5, 2001

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

**OFFER AND ACCEPTANCE**

318 (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
320 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
321 delivered to Buyer no later than 5  a.m.  p.m. on Oct. 21 2003, this offer will be revoked  
322 and Buyer's deposit refunded subject to clearance of funds.

323 Date: 10-18-03 Buyer: Michelle Perrin as President Tax ID/SSN: \_\_\_\_\_  
324 Print name: B31 GROUP, INC

325 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326 Print name: \_\_\_\_\_  
327 Phone: \_\_\_\_\_ Address: 9167 BRENDA COVE LN  
328 Fax: \_\_\_\_\_ BONITA SPRINGS, FL 34135

329 Date: 10/31/03 Seller: Cliff Weeks Tax ID/SSN: \_\_\_\_\_  
330 Print name: Cliff Weeks

331 Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
332 Print name: \_\_\_\_\_  
333 Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
334 Fax: \_\_\_\_\_

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

337 Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)

338 Buyer (mf) and Seller (CW) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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	<b>SALES CONTRACT (RESIDENTIAL VACANT LAND)</b>	
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SELLER: ANA  
STEVE M. & ANNA M. WEEKS  
 ADDRESS: 2035 FORD DR.  
MADISON FL 32340  
 TELEPHONE: \_\_\_\_\_

BUYER: 131 GROUPE DELAWARE CORP.  
 ADDRESS: \_\_\_\_\_  
BONITA SPRINGS FL 34134  
 TELEPHONE: \_\_\_\_\_

UPON ACCEPTANCE OF THE OFFER OR COUNTEROFFER, SELLER has agreed to sell and BUYER has agreed to buy, UPON THE TERMS AND

CONDITIONS WHICH FOLLOW the real property legally described as ("Property"): PAR LYING IN N 1/2 OF QDNT. LOT 2

SECTION 7 DEAL IN D R2839/344 AKA PARCELT / PARCELT LEE  
County, Florida

If applicable SELLER shall convey SELLER's exclusive right to use any common elements and common areas to which SELLER has an exclusive right of use and the right to convey STRAP# 0747 0500000030270

The address of the Property is 5195 DRANE ST. BONITA SPRINGS, FL 34134

5191 DRANE ST. BONITA SPRINGS, FL 34134 STRAP# 0747 0500000030280

1. PURCHASE PRICE: The purchase price (U.S.) shall be payable as follows: \_\_\_\_\_ 5195
- A. Initial Deposit in escrow at this time, in the amount of: \_\_\_\_\_
  - B. Additional Deposit to be received in escrow on or before 75 days after the Effective Date, in the amount of: \_\_\_\_\_
  - C. Proceeds of mortgage, if any [See Paragraph 4.B.] \_\_\_\_\_
  - D. Purchase Money Note and Mortgage to SELLER, if any [See Paragraph 4.C.] \_\_\_\_\_
  - E. Other: \_\_\_\_\_
  - F. Balance of the purchase price, by local cashiers check or wire transfer funds or closing, subject to adjustments and prorations, of approximately \_\_\_\_\_ 5195  
 Deposit checks are accepted subject to collection. 5195

2. PERIOD OF OFFER AND EFFECTIVE DATE: This offer or any counter offer is revoked if not accepted, and notice of acceptance given to offeror or counter-offeror, by 5:00 AM on MON. OCT. 28, 2002 (insert Date). This time limit shall apply to all offers and counteroffers unless otherwise stated. The Effective Date of this Contract shall be the last date either SELLER or BUYER signs or initials this Contract. **INITIALED CHANGES MUST BE DATED. OR THE LATEST DATE SET FORTH ON THIS CONTRACT SHALL BE THE EFFECTIVE DATE.** A facsimile shall be deemed an original Offer and acceptance by facsimile is binding.

3. CLOSING DATE AND POSSESSION. Closing shall occur at a time of day and place selected by BUYER in the county where the Property is located, upon reasonable notice to SELLER, on FEB. 15, 2003 (insert Date), or prior to that date by written consent of both parties (the "Closing Date"). BUYER shall be the legal owner of the Property as of the closing, and SELLER shall vacate and give possession of the Property to the BUYER, unless otherwise provided herein. SELLER shall leave the entire Property free of debts.

4. METHOD OF PAYMENT; FINANCING (SELECT ONE. IF NO SELECTION IS MADE, A SHALL APPLY)  A. CASH BUYER will pay cash, with no mortgage loan contingency;  B. MORTGAGE LOAN CONTINGENCY: BUYER's obligation to purchase the Property is contingent upon BUYER obtaining approval for a loan to be secured by a mortgage on the Property in at least the amount shown in 1.C. above, 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 not less than \_\_\_\_\_ years with a balloon not sooner than \_\_\_\_\_ years. BUYER shall apply for the loan at BUYER's expense within \_\_\_\_\_ days after the Effective Date (10 days if left blank), and shall make a good faith effort to obtain loan approval. BUYER shall promptly notify SELLER in writing upon receipt of loan approval. Such notification shall be conclusive evidence that all terms and conditions of the loan are acceptable to BUYER, and this contingency shall be deemed satisfied. If BUYER fails to give notice to SELLER of loan approval or waiver of this contingency on or before \_\_\_\_\_ (Insert Date) (30 days from Effective Date if left blank), either SELLER or BUYER may terminate this Contract at any time, except that SELLER's right to terminate shall cease to exist if BUYER gives notice to SELLER that BUYER has received loan approval prior to SELLER giving notice of termination to BUYER;  C. PURCHASE MONEY NOTE AND MORTGAGE TO SELLER. The original principal amount shall be \$ \_\_\_\_\_, with an annual interest rate of \_\_\_\_\_%, amortized over \_\_\_\_\_ years. The indebtedness evidenced by the Purchase Money Note shall mature \_\_\_\_\_ years after the Closing Date. The periodic payments shall:  include principal and interest (each payment the same) OR  be interest only, and shall be payable:  annually  semiannually  quarterly or  monthly. Other terms and conditions of the Purchase Money Note and Mortgage to SELLER are contained in Standard A.

5. TITLE EVIDENCE: Within 30 days after the Effective Date, or 20 days prior to the Closing Date, whichever is earlier (SELECT ONE. IF NO SELECTION IS MADE, A SHALL APPLY)  A. SELLER shall furnish to BUYER a complete copy of SELLER's owners title insurance policy and shall give BUYER a \$100.00 credit at closing. If SELLER fails or is unable to furnish a copy of the policy within the above time period, the credit to BUYER at closing shall increase to \$300.00, OR  B. SELLER shall deliver to BUYER a complete abstract of title from a company satisfactory to BUYER certified to at least the Effective Date.

6. COMMUNITY DEVELOPMENT DISTRICT/MUNICIPAL SERVICE OR BENEFIT TAXING UNIT: If the Property is located within a Community Development District (CDD) or Municipal Service or Benefit Taxing Unit (MSBU) (SELECT ONE. IF NO SELECTION IS MADE, A SHALL APPLY):  A. SELLER will pay in full at closing any outstanding capital assessment balance; OR  B. BUYER will at closing assume any outstanding capital assessment balance. If B is selected, the "Special Assessments/Taxes Disclosure Addendum to Sales Contract" shall be completed and signed by SELLER and BUYER and attached to and made a part of this Contract.

7. DUE DILIGENCE; WAIVER: (SELECT ONE. IF NO SELECTION IS MADE, A SHALL APPLY):  A. DUE DILIGENCE: BUYER elects to conduct the inspections provided for in Standard D.2. of this Contract, to determine whether the Property is suitable, in BUYER's sole discretion, for BUYER's intended use; or  B. WAIVER OF DUE DILIGENCE: BUYER has visually inspected the Property and determined that same is suitable for BUYER's intended use, in its current "as is" condition as of the Effective Date. BUYER's obligation to purchase the Property is not contingent upon any inspections, tests or studies.

8. A. OTHER TERMS AND CONDITIONS: Actual purchase price \$mm  
to reflect actual deeded square  
Footage at \$13.00 per square foot

B. ADDENDUM. If additional terms are incorporated into this Contract by separate Addendum, attach same and indicate here .

REAL ESTATE TRANSACTION STANDARDS. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE EACH RECEIVED AND REVIEWED REAL ESTATE TRANSACTION STANDARDS A THROUGH W ON PAGES 4, 5, 6, AND 7 OF THIS CONTRACT, WHICH ARE INCORPORATED IN AND MADE AN INTEGRAL PART OF THIS CONTRACT AND SHOULD NOT BE REVISED OR MODIFIED EXCEPT IN PARAGRAPH 8 OF THIS CONTRACT.

Steve M. Weeks  
(Seller's Signature)

Michele Lessor as President  
(Buyer's Signature) 13 Group LLC

STEVE M. WEEKS  
(Seller's Printed Name)

(Buyer's Printed Name)

10/25/02  
(Date) (Social Security/Tax I.D. Number)

(Date) (Social Security/Tax I.D. Number)

Ana M Weeks  
(Seller's Signature)

(Buyer's Signature)

ANA M. WEEKS  
(Seller's Printed Name)

(Buyer's Printed Name)

10/25/02  
(Date) (Social Security/Tax I.D. Number)

(Date) (Social Security/Tax I.D. Number)

**IDENTIFICATION OF REAL ESTATE BROKERS**

Transaction BAV CROSSINGS REALTY Selling Broker: \_\_\_\_\_  
Listing Broker 390 BELLY SCHUMACHER

**DEPOSIT RECEIPT**

Received by the Initial Depositor acknowledged by  cash  wire or  check on \_\_\_\_\_ (Insert Date)  
to be held in escrow in accordance with the terms and conditions set forth in this Contract

Received by: \_\_\_\_\_ or Chelly Pasaxoma (Escrow Agent)

## REAL ESTATE TRANSACTION STANDARDS

**STANDARD A - PURCHASE MONEY NOTE AND MORTGAGE TO SELLER.** The Purchase Money Note referred to in Paragraph 4.C. of this Contract will provide for a late charge equivalent to 5% of the delinquent periodic payment amount, if payment is not received within 10 days of the due date. The Purchase Money Note and Mortgage will otherwise contain terms and conditions that are customary in purchase money notes/mortgages encumbering real property in the county where the Property is located and will otherwise be in form and content reasonably acceptable to SELLER. The BUYER shall be personally liable on the Purchase Money Note. BUYER shall have the right to prepay all or any part of the principal at any time with interest to the date of payment, without penalty, except that no prepayment to SELLER's fiscal year of closing is permitted without SELLER's written consent. The Purchase Money Mortgage shall contain a due-on-sale clause, and shall be a first mortgage unless otherwise noted herein.

**STANDARD B - TITLE.** Title to the Property shall be good and marketable with legal access, subject only to the following exceptions: (1) ad valorem and non ad valorem real property taxes for the year of closing and subsequent years; (2) zoning, building code and other use restrictions imposed by governmental authority; (3) outstanding oil, gas and mineral interests of record, if any; and (4) restrictions, reservations and easements common to the subdivision provided that none of the foregoing shall prevent use of the Property for residential purposes.

**STANDARD C - INSTRUCTIONS FOR TITLE; ASSIGNMENT; TAX DEFERRED EXCHANGE.** At least 15 days prior to the Closing Date, BUYER shall deliver to SELLER the name(s), address, manner in which title will be taken, and any assignment thereto required. No assignment shall release BUYER from the obligations of this Contract unless SELLER consents in writing to such release. If either party intends to treat this transaction as a tax-deferred exchange under I.R.C. Section 1031, the other party shall cooperate in accomplishing the exchange, and hereby consents to the assignment of this Contract to a qualified exchange intermediary for that purpose, provided there is no additional cost or delay in closing and the exchanger is not released from liability under this Contract.

### **STANDARD D - PROPERTY CONDITION DISCLOSURE; DUE DILIGENCE AND INSPECTIONS; MAINTENANCE OF PROPERTY**

1. **PROPERTY CONDITION DISCLOSURE:** SELLER represents that SELLER knows of no facts or conditions materially affecting the value of the Property, except those which are readily observable by BUYER, or which have been disclosed to BUYER by SELLER in writing and furnished to BUYER prior to the Effective Date of this Contract or in Paragraph 8.

2. **DUE DILIGENCE:** If A was selected in Paragraph 7, BUYER shall have a period of 30 days from the Effective Date (the "Due Diligence Period") to determine whether the Property is suitable, in BUYER's sole discretion, for BUYER's intended use. During the Due Diligence Period, BUYER may evaluate, without limitation, the building and zoning laws and restrictions, environmental conditions and restrictions, presence of radon, soil and grade, presence of termites and other wood-destroying organisms, availability of water, sewer and other utilities, consistency with local, state and regional growth management plans, availability of zoning, government approvals and licenses applicable to the Property, and to conduct, at BUYER's expense, any and all tests, reports, studies, inspections, analyses, surveys and assessments that BUYER deems necessary and appropriate to determine the suitability of the Property for BUYER's intended use (collectively "the Inspections"). BUYER and BUYER's agents, employees and contractors shall have the right to enter the Property at all reasonable times and at their own risk during the Due Diligence Period for the purpose of conducting the Inspections. BUYER will indemnify and hold SELLER harmless from and against all losses, damages, costs, claims and expenses of any nature, including attorneys' fees, and from and against any liability to any person arising from, out of or in connection with the Inspections. BUYER will not cause any construction lien(s) to be placed against the Property as a result of the Inspections. If BUYER determines for any reason that the Property is not suitable for BUYER's intended use, and notifies SELLER of same prior to expiration of the Due Diligence Period, BUYER may terminate this Contract. In that event, BUYER shall repair any and all damage to the Property resulting from or caused by the Inspections, and shall otherwise return the Property to its condition prior to the Inspections. BUYER's failure to so notify SELLER of BUYER's election to terminate this Contract shall constitute BUYER's acceptance of the Property as suitable for BUYER's intended use, in its "as is" condition.

3. **MAINTENANCE OF PROPERTY.** SELLER shall maintain the Property (including without limitation the lawn, shrubbery and landscaping) in the condition existing on the Effective Date until the Closing Date or date of possession, whichever is earlier, and shall not cause or permit deterioration of the Property, or otherwise take any action to diminish the value of the Property.

**STANDARD E - SELLER'S INSTRUMENTS AND EXPENSES.** SELLER shall pay for and provide, when applicable, including any sales tax thereon: (1) the title evidence or credit specified in Paragraph 3 above; (2) preparation of statutory warranty deed (or special warranty deed if SELLER is a fiduciary), condominium/homeowner association estoppel letter(s), tenant estoppel letter(s), copies 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; (3) mortgage payoff letter from existing lender(s); (4) documentary stamps on deed; (5) real estate broker's compensation (to be disbursed by closing agent at closing); (6) the full amount of condominium/homeowner association special assessments and governmental imposed liens or special assessments (other than CCN/MSFU assessments which are addressed in Paragraph 6) which are a lien or a special assessment that is payable as to the identity of the lender or assessor, the property subject to the lien or special assessment, and the amount of the lien or special assessment, on or before the Effective Date; (7) SELLER's attorney fees; and (8) if SELLER is subject to withholding under FIRPTA, reasonable charges associated with withholding, escrowing and/or remitting funds, and/or preparing the withholding certificate application and/or tax return related thereto.

**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) preparation of, and documentary stamps, intangible tax and recording fees on, the Purchase Money Note and Mortgage to SELLER, and all costs of any institutional loan secured by BUYER; (3) title insurance; (4) recording membership approval; (5) abstract recertification or title continuation through date of deed recording; (6) survey; (7) condominium/homeowner association membership transfer fee; (8) condominium/homeowner association resale transfer fee/capital contribution; (9) pending liens or special assessments (liens or special assessments other than those described in Standard E(6)). In the event it is determined there are pending liens or special assessments which do not fall under Standard E(6), which were not disclosed in writing to BUYER by SELLER prior to execution of this Contract, which pending liens or special assessments exceed a sum equivalent to 1% of the purchase price, BUYER may terminate this Contract, unless SELLER agrees in writing to pay the portion of such pending liens or special assessments in excess of 1% of the purchase price. SELLER agrees to pay into escrow at closing a reasonable sum to insure that the excess will be paid; and (10) BUYER's attorney 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) ad valorem and non ad valorem real and personal property taxes based on the current year (if available), otherwise on the prior year's bill (without discount); (2) interest on any assumed indebtedness; (3) rents; and (4) condominium/homeowner association assessments and CCN/MSFU operating and maintenance assessments. 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 of an assignment of the account in which the deposits and prepaid rents, and any accrued interest thereon, are held.

**STANDARD H - HOMEOWNERS ASSOCIATION DISCLOSURE.** In the event that the Property is located in a homeowners association community, Florida law requires that before BUYER signs this Contract, SELLER shall provide to BUYER the "Homeowners Association Disclosure Summary," and that the summary be attached to and made a part of this Contract. BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL THE BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.

**STANDARD I - CONDOMINIUM RESALE DISCLOSURE; VOIDABILITY RIGHTS.** If the Property is a condominium unit(s), the following provisions are incorporated into this Contract. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN THREE (3) DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS, RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND QUESTION AND ANSWER SHEET, IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN THREE (3) DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS. AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, RULES AND QUESTION AND ANSWER SHEET, IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. BUYER, by its execution of this Contract, hereby requests a current copy of the above referenced condominium documents.

**STANDARD J - HOMEOWNER ASSOCIATION PROVISIONS.** Any homeowners' association reserve account(s) is included in the purchase price. If association membership approval is required, BUYER shall, within 10 days of the Effective Date, make application for same in the name(s) in which title will be taken, and shall comply with all governing requirements of the association and be responsible for securing membership approval. If no approval has been obtained prior to the Closing Date, either BUYER or SELLER may terminate this Contract. SELLER shall, within a period(s) from the Closing Date(s) which sets forth the amounts, periods and payment status of assessments and transfer fees and resale capital contributions, and deliver same to the BUYER at least 15 days prior to the Closing Date.

**STANDARD K - MORTGAGE LENDER REQUIREMENTS:** If BUYER is obtaining institutional mortgage financing in accordance with the provisions of Paragraph 4.B, the policies of the lending institution shall prevail as to the procedures for closing and disbursement of mortgage loan proceeds.

**STANDARD L - TITLE EXAMINATION AND DEFECTS; LEGAL ACCESS.** BUYER shall have 15 days from receipt of the preliminary abstract identified in Paragraph 5 above (the "Examination Period") for examination of said title evidence and determination of legal access. BUYER'S obligation to purchase is conditioned on the Property having legal access to and from a public right-of-way sufficient for residential use. If title is found defective or legal access is found to be lacking, BUYER shall, within the Examination Period, notify SELLER specifying the 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 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 have 30 days from receipt of notice from BUYER (the "Clearance Period") to clear or remove such title defects, deliver possession, or provide legal access at SELLER'S expense. SELLER will use diligent effort to correct the title defect(s), deliver possession or provide legal access within the Clearance Period, including the bringing of necessary suits. SELLER shall not be liable to BUYER for damages if SELLER cannot render title marketable, deliver possession or provide legal access. If SELLER does not clear or remove the title defect(s), deliver possession or provide legal access within the Clearance Period, BUYER may elect to accept such title, possession, or access as SELLER can provide, without reduction of the purchase price, or to terminate this Contract.

**STANDARD M - SURVEY; COASTAL CONSTRUCTION CONTROL LINE.** BUYER may, at BUYER'S expense, have the Property surveyed not later than 30 days prior to the Closing Date ("Survey Period"). If the survey, as certified by a registered Florida surveyor, correctly shows: (1) an encroachment onto the Property; or (2) that an improvement located on the Property projects onto lands of others; or (3) lack of legal access (collectively "Objections"), BUYER may, within the Survey Period, notify SELLER of the Objections and shall furnish a copy of the survey. The Objections shall be treated as a title defect(s). If any portion of the Property lies seaward of the Coastal Construction Control Line, as defined in § 161.053 F.S., BUYER waives the right to receive a survey or survey affidavit from SELLER delineating said line on the Property. If BUYER fails to obtain a survey 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 any Objections within the Survey Period, BUYER waives any Objections.

**STANDARD N - FUND ESCROW.** The undersigned escrow agent (the "Escrow Agent") will accept in escrow the deposit(s) held under this Contract, and hold the deposit(s) in escrow until the earlier of: (1) delivery to another Escrow Agent for closing, who by acceptance agrees to these terms and becomes the Escrow Agent (the Escrow Agent holding the deposit(s) is authorized to 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 purchase price of the Property; (3) such time as the BUYER may be entitled to return of the deposit(s); or (4) delivery pursuant to the written direction of the parties, at which time the Escrow Agent shall pay all of the deposit(s) to the party entitled thereby. The Escrow Agent shall not be liable for the payment of any interest, penalties, attorney's fees or court costs in any action that may be brought to recover the deposit(s) held in escrow, or any part thereof, unless the Escrow Agent shall fail or refuse to pay out any such deposit(s) pursuant to a judgment, order or decree that shall be final and non-appealable. In any proceeding which alleges the disclosure of the deposit(s) the Escrow Agent shall be entitled to be paid reasonable attorney's fees and court costs, which shall be paid by the non-prevailing party. The Escrow Agent has a duty to collect or attempt to collect any deposit(s) which give rise to a claim, but shall give the parties written notice of any deposit that is not received within 5 days after its due date, and (b) any check for any deposit which is not paid on presentation within 5 days of learning of its dishonor. Upon the dishonor from BUYER, the deposit(s) shall be placed into an interest-bearing account, and all interest accruing thereon shall be paid to BUYER in any event. If the Escrow Agent is a licensed real estate broker, the Escrow Agent shall comply with the requirements of Chapter 475, F.S.

**STANDARD O - ZONING.** SELLER represents and warrants that SELLER has not commenced any proceedings to change the present zoning classification of the Property, nor will SELLER initiate any such proceedings. SELLER further represents and warrants that SELLER has received no notice of the commencement by third parties of any proceedings which would affect the present zoning classification of the Property. Should SELLER receive any such notice, SELLER will promptly communicate the same to BUYER in writing, and if the proceedings should have an adverse effect on the Property, BUYER may terminate this Contract.

**STANDARD P - FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).** A SELLER who is a U.S. citizen or resident alien and who Lists BUYER with an offer to sell is exempt from FIRPTA withholding. If SELLER is a foreign person or entity, BUYER shall collect from the SELLER, or deduct and withhold from the purchase price, a tax in an amount equivalent to 10% of the purchase price, unless: (1) the SELLER conveys to BUYER a withholding certificate issued by the Internal Revenue Service entitling SELLER to an exemption from withholding or a reduced withholding obligation, and indemnifies BUYER for not collecting or not making the tax or tax withholding only such reduced amount as is set forth in the withholding certificate, or (2) the purchase price is not more than \$500,000 and BUYER executes an affidavit establishing BUYER's acquisition of the Property, is used as a residence in accordance with the regulations of the Internal Revenue Code, or its former, successor, or related regulations and requirements promulgated or imposed by the Internal Revenue Service related to that exemption. SELLER shall not be required to pay to BUYER or allow withheld by BUYER until BUYER sells the Property and will be deemed to have received all taxes referred from the purchase price set forth in the affidavit within 30 days of the Closing Date. BUYER will file with and pay to the Internal Revenue Service for the benefit of SELLER, and will provide evidence of remittance to SELLER. The collection, withholding, or the establishment of an exemption by SELLER or BUYER as set forth herein, is a condition precedent to closing for the sole benefit of the BUYER. SELLER's failure or refusal to comply or allow compliance with the requirements of Section 1445(i)(2) (and regulations) shall constitute a breach of this Contract by SELLER.

**STANDARD Q - QUICK CLOSING.** If the Closing Date does not allow sufficient time for performances by SELLER and BUYER within the time frames and by the deadlines set forth in this Contract the parties agree to undertake and complete all performances, inspections, surveys, examinations, delivery of documents, notices, satisfaction of contingencies and all other actions required of or allowed to either party prior to the Closing Date.

**STANDARD R - TIME OF PERFORMANCE AND REMEDIES.** Time is of the essence for closing title. If BUYER does not perform BUYER's obligations hereunder (except as excused by SELLER's default) all deposits made shall be paid to SELLER as liquidated damages, which shall be SELLER's exclusive remedy. If SELLER does not perform SELLER's obligations hereunder (except as excused by BUYER's default), BUYER may enforce this Contract by a suit for specific performance, damages, or may terminate this Contract.

**STANDARD S - LITIGATION; ATTORNEYS FEES AND COSTS.** In connection with any litigation concerning this Contract, the prevailing party shall be entitled to recover reasonable attorneys fees and court costs from the non-prevailing party.

**STANDARD T - NOTICE.** Any notice required or permitted under this Contract shall be in writing and shall be effective when given by a party or that party's broker or attorney to the other party or that party's broker or attorney.

**STANDARD U - MISCELLANEOUS.** The parties have agreed to deal in good faith and to diligently work toward a timely closing. The singular case or tense shall include the plural case or tense. This Contract may only be modified in writing by the parties. Unless otherwise specified to the contrary, all references in this Contract to a number of days shall mean calendar days. As used herein, the terms "real estate broker" or "broker" shall include all real estate brokers, brokerage corporations or business entities, and their respective salespersons involved in this transaction. All title evidence and other documents provided to BUYER, by or on behalf of SELLER are the property of SELLER until closing and shall be immediately returned to SELLER if this Contract is terminated. If either SELLER or BUYER is permitted to terminate this Contract, said party shall do so by giving notice of said termination to the other party, whereupon all deposits made by BUYER shall be promptly returned to BUYER, this Contract shall be of no further force and effect, and the parties shall have no liability to one another hereunder. The headings used in this Contract are for convenience of reference only and shall not be used for interpreting the meaning of any provisions of this Contract.

**STANDARD V - NEGOTIATED TERMS; REPRESENTATIONS.** Any and all terms negotiated between the parties must be written into this Contract. BUYER's decision to buy was based upon BUYER's own investigation of the Property. BUYER holds the broker(s) harmless from all liability or loss caused by SELLER's failure to disclose material facts in connection with this Contract, representations regarding the Property contained in Seller's listing and information, or retention of any vendor. The parties agree that the listing of a party by a broker does not, and will not, make the broker responsible for performance.

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



18n



**PARTIES AND DESCRIPTION OF PROPERTY**

1  
2 **1. SALE AND PURCHASE:** \_\_\_\_\_ **LEROY MAHAN** ("Seller")  
3 and \_\_\_\_\_ **131 Group, Inc. or Assigns** ("Buyer")

4 agree to sell and buy on the terms and conditions specified below the property ("Property") described as:  
5 Address: 5202 Draine St. Bonita Springs, FL 34134

6 Legal Description:

7 PAR LYING IN N 1/2 OF GOVT LOT 2 SECTION 7 DESC IN OR 2839/344 AKA PARCELN  
8  
9

10  
11  
12 including all improvements and the following additional property:  
13  
14

**PRICE AND FINANCING**

15  
16 **2. PURCHASE PRICE:** \$ \_\_\_\_\_ payable by **Buyer** in U.S. funds as follows:

17 (a) \$ \_\_\_\_\_ Deposit received (checks are subject to clearance) NOV. 7, 2003, 2003 by  
18 \_\_\_\_\_ for **CHEFFY PASSIDOMO** ("Escrow Agent")  
19 \_\_\_\_\_  
Signature Name of Company

20 (b) \$ \_\_\_\_\_ Additional deposit to be made by JAN 15, 2004 or \_\_\_\_\_ days from  
21 Effective Date.

22 (c) \_\_\_\_\_ Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

23 (d) \$ \_\_\_\_\_ Other: \_\_\_\_\_

24 (e) \$ \_\_\_\_\_ Balance to close (not including **Buyer's** closing costs, prepaid items and prorations). All funds  
25 paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

26  (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit  
27 used to determine the purchase price is  lot  acre  square foot  other (specify: \_\_\_\_\_)  
28 prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a calculation of  
29 total area of the Property as certified to **Buyer** and **Seller** by a Florida-licensed surveyor in accordance with Paragraph  
30 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:  
31

32 **3. CASH/FINANCING:** (Check as applicable)  (a) **Buyer** will pay cash for the Property with no financing contingency.  
33  (b) This Contract is contingent on **Buyer** qualifying and obtaining the commitment(s) or approval(s) specified below (the  
34 "Financing") within \_\_\_\_\_ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever  
35 occurs first) (the "Financing Period"). **Buyer** will apply for Financing within \_\_\_\_\_ days from Effective Date (5 days if left blank)  
36 and will timely provide any and all credit, employment, financial and other information required by the lender. If **Buyer**, after  
37 using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this  
38 Contract. Upon cancellation, **Buyer** will return to **Seller** all title evidence, surveys and association documents provided by  
39 **Seller**, and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.  
40 **Buyer** will pay all loan expenses, including the lender's title insurance policy.

41  (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_ or  
42 \_\_\_\_\_% of the purchase price at the prevailing interest rate and loan costs. **Buyer** will keep **Seller** and Broker fully  
43 informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all  
44 such information to **Seller** and Broker.

45  (2) **Seller Financing:** **Buyer** will execute a  first  second purchase money note and mortgage to **Seller** in the  
46 amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as follows:  
47

48 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally  
49 accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the

50 **Buyer** AD (\_\_\_\_\_) and **Seller** AM (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.



mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days from Effective Date, give Buyer written notice of whether or not Seller will make the loan.

(3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month including principal, interest,  taxes and insurance and having a  fixed  other (describe) \_\_\_\_\_ interest: rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds \_\_\_\_\_% or the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this agreement will terminate and Buyer's deposit(s) will be returned.

#### CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or before FEB. 15, 2004, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

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

(a) Seller Costs: Seller will pay taxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other:

(b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simultaneous issue rate; inspections; survey and sketch; insurance; Other: BUYER WILL PAY CLOSING COST

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

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

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

(d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(e) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

#### PROPERTY CONDITION

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

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

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

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

(1) Feasibility Study: Buyer will, at Buyer's expense and within \_\_\_\_\_ days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for \_\_\_\_\_

\_\_\_\_\_ use. During the Feasibility Study Period, Buyer may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural and environmental properties; zoning and

Buyer (AP) and Seller (JM) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

111 zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other  
112 utilities; consistency with local, state and regional growth management plans; availability of permits, government  
113 approvals, and licenses; and other Inspections that Buyer deems appropriate to determine the Property's suitability  
114 for the Buyer's intended use. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate  
115 government agencies. Seller will sign all documents Buyer is required to file in connection with development or  
116 rezoning approvals.

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

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

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

138 (d) Subdivided Lands: If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any  
139 contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots,  
140 parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into  
141 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", Buyer may  
142 cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which Buyer executes  
143 this Contract. If Buyer elects to cancel within the period provided, all funds or other property paid by Buyer will be  
144 refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

145 7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing,  
146 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,  
147 or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract  
148 by written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close in  
149 accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

#### 150 TITLE

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

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

161 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and  
162 subject only to title exceptions set forth in this Contract.

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

171 (b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt  
172 of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

173 Buyer (R) ( ) and Seller (M) ( ) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

174 receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the  
175 defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on  
176 Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to  
177 cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from  
178 receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.  
179 (c) **Survey:** **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written  
180 notice to **Seller**, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property,  
181 encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such  
182 encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be  
183 determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal  
184 construction control line, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's  
185 location on the property, unless **Buyer** waives this requirement in writing.

186 **MISCELLANEOUS**

187 **9. EFFECTIVE DATE; TIME:** The "Effective Date" of this Contract is the date on which the last of the parties initials or  
188 signs the latest offer. **Time is of the essence for all provisions of this Contract.** All time periods expressed as days will  
189 be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal  
190 holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a  
191 Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00  
192 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

193 **10. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. **Buyer's**  
194 **failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies**  
195 **will render that contingency null and void and the Contract will be construed as if the contingency did not exist.**

196 **11. COMPLETE AGREEMENT:** This Contract is the entire agreement between **Buyer** and **Seller.** **Except for brokerage**  
197 **agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.**  
198 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
199 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
200 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
201 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
202 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

206 **DEFAULT AND DISPUTE RESOLUTION**

207 **13. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort,  
208 **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without  
209 waiving the right to seek damages or to seek specific performance as per Paragraph 16. **Seller** will also be liable to Broker for  
210 the full amount of the brokerage fee. (b) **Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including  
211 timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated  
212 damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits  
213 paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

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

228 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
229 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
230 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA")  
231 or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a  
232 process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose  
233 decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed  
234 on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

235 **Buyer** (AD) ( ) and **Seller** (nm) ( ) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

236 will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration  
237 award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable  
238 attorneys' fees, costs and expenses.

239 **ESCROW AGENT AND BROKER**

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

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

265 **17. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
266 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:**  
267 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate  
268 brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such  
269 fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees  
270 as indicated below.

271 \_\_\_\_\_  
272 Real Estate Licensee \_\_\_\_\_ Real Estate Licensee \_\_\_\_\_  
273 \_\_\_\_\_  
274 Broker / Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_ Broker / Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_  
275 \_\_\_\_\_

276 **ADDITIONAL TERMS**

277 **18. ADDITIONAL TERMS:**

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

318 OFFER AND ACCEPTANCE

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

320 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
321 delivered to Buyer no later than 5  a.m.  p.m. on Oct. 21 2003, this offer will be revoked  
322 and Buyer's deposit refunded subject to clearance of funds.

323 Date: 10-18-03 Buyer: Michelle Person as President Tax ID/SSN: \_\_\_\_\_  
324 Print name: 131 GROUP, INC

325 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326 Print name: \_\_\_\_\_  
327 Phone: \_\_\_\_\_ Address: 9167 Brennon Cove Ln  
328 Fax: \_\_\_\_\_ Bonita Springs, FL 34135

329 Date: \_\_\_\_\_ Seller: [Signature] Tax ID/SSN: \_\_\_\_\_  
330 Print name: \_\_\_\_\_

331 Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
332 Print name: \_\_\_\_\_  
333 Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
334 Fax: \_\_\_\_\_

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

337 Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)

338 Buyer (mf) (\_\_\_\_\_) and Seller (LM) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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1. SALE AND PURCHASE: Eric L. Smith ("Seller")  
and 131 Group, Inc & OR ASSIGNS ("Buyer")

agree to sell and buy on the terms and conditions specified below the property described as:  
Address: 5191 Manie St. (07-47-25-00-00003.0360) & 5195 Manie St. (07-47-25-00-00003.0350) Bonita Springs, FL 34134

County: Lee

Legal Description: Par Lying in N 1/2 of Govt Lot 2 Section 7 Desc in Or 2839 /344 AKA Parcel S & T.

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are:

The following attached items are excluded from the purchase:

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

PRICE AND FINANCING

2. PURCHASE PRICE: \$ \_\_\_\_\_ payable by Buyer in U.S. currency as follows:

(a) \$ \_\_\_\_\_ Deposit received (checks are subject to clearance) Oct. 23, 2003 by Cheffy Pasidemo ("Escrow Agent")  
Signature for Name of Company

(b) \$ \_\_\_\_\_ Additional deposit to be made by Jan. 15, 2004 or \_\_\_\_\_ days from Effective Date.

(c) \_\_\_\_\_ Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ \_\_\_\_\_ Other: \_\_\_\_\_

(e) \$ \_\_\_\_\_ Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable)  (a) Buyer will pay cash for the Property with no financing contingency.

(b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by \_\_\_\_\_ (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period");

(1) A commitment for new  conventional  FHA  VA financing for \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).

(2) Approval for Seller financing or assumption of mortgage (see attached addendum).

Buyer will apply for Financing within \_\_\_\_\_ days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on FEB. 15, 2004 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment; up to NA % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to NA % (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other:

Buyer (signature) and Seller (signature) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

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56 (b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing  
57 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;  
58 Other:

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

60  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
61 select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges.  
62 Each party will pay its own closing fees.

63  (2) Seller will provide title evidence as specified in Paragraph 10(a)(2).  Seller  Buyer will pay for the owner's title  
64 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien  
65 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

66 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

70 (e) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
71 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

72 (f) **Home Warranty:**  Buyer  Seller  N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a  
73 cost not to exceed \$\_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
74 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

75 **PROPERTY CONDITION**

76 6. **INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by Jan 15  
77 2003 (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by  
78 \_\_\_\_\_ (prior to closing, if left blank); and the walk-through  
79 inspection on the day before Closing Date or any other time agreeable to the parties.

80 7. **REAL PROPERTY DISCLOSURE:** Seller represents that Seller does not know of any facts that materially affect the value of  
81 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
82 or that are known by or have been disclosed to Buyer.

83 (a) **Energy Efficiency:** Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a  
84 new home, the builder's FL-EPL card is attached as an addendum.

85 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
86 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
87 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
88 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
89 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
90 level to an acceptable EPA level, failing which either party may cancel this Contract.

91 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
92 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
93 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
94 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
95 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

96 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
97 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL**  
98 **BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

99 8. **MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
100 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide  
101 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and  
102 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to  
103 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all  
104 assignable repair and treatment contracts to Buyer at closing.

105 (a) **Warranty, Inspections and Repair:**

106 (1) **Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
107 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
108 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and  
109 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing  
110 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted  
111 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code  
112 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which  
113 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

working condition of the item, including pitted marcite; missing or torn screens other than missing pool cage or screen room screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments; nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

(2) Professional Inspection: Buyer may have warranted items inspected by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

(3) Repair: Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

(b) Wood-Destroying Organisms: "Wood-destroying organism" means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences. Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard to wood-destroying organism infestation and damage, subject to the maintenance requirement.

(c) Walk-through Inspection: Buyer may walk through the Property solely to verify that Seller has made repairs required by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

9. RISK OF LOSS: If any portion of the Property is damaged by fire or other casualty before closing and can be restored within 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense, restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which either party may cancel this Contract.

TITLE

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

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

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

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

(b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

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116 room screens; fogged windows; tears, worn spots and discoloration of floor coverings; 117 nail holes, scratches, dents, spots, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and 118 minor cracks in floor tiles/wind. driveways/sidewalks/pool decks/garage and p. floors.

119 (2) **Professional Inspection:** Buyer may have warranted items inspected by a person who specializes in and holds an 120 occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain 121 the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver 122 written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to 123 Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in 124 subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

125 (3) **Repair:** Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up 126 to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition 127 warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the 128 first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will 129 choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to 130 repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner 131 by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may 132 cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to 133 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

134 (b) **Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post 135 beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences. 136 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to 137 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the 138 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5 139 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live 140 infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at 141 closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a 142 licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have 143 treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost 144 to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may 145 cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard 146 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

147 (c) **Walk-through Inspection:** Buyer may walk through the Property solely to verify that Seller has made repairs required 148 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through 149 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

150 **9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within 151 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense, 152 restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer 153 may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which 154 either party may cancel this Contract.

#### 155 TITLE

156 **10. TITLE:** Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or 157 guardian deed as appropriate to Seller's status.

158 (a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with 159 current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residential 160 use of the Property: covenants, easements and restrictions of record; matters of plat; existing zoning and government 161 regulations; oil, gas and mineral rights of record if there is no right of entry, current taxes; mortgages that Buyer will assume; and 162 encumbrances that Seller will discharge at or before closing. Seller will, prior to closing, deliver to Buyer Seller's choice of one of 163 the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in 164 Paragraph 5(c) the selected type). Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

165 (1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and 166 subject only to title exceptions set forth in this Contract.

167 (2) **An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be 168 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the 169 Property recorded in the public records of the county where the Property is located and certified to Effective Date. 170 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed 171 insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format 172 acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, 173 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to 174 Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

175 (b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of

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176 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects 177 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing 178 Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the 179 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of 180 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

181 (c) **Survey:** Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to 182 Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the 183 Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated 184 in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) 185 "as is" of the Property, lies seaward of the coastal construction control line. Seller will provide Buyer with an affidavit or 186

187 above. If any part of the Property lies seaward of the coastal construction control line, Buyer shall provide a survey  
188 survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

#### MISCELLANEOUS

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

194 **12. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure  
195 to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will  
196 render that contingency null and void and the Contract will be construed as if the contingency did not exist.

197 **13. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
198 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
199 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
200 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
201 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
202 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
203 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

#### DEFAULT AND DISPUTE RESOLUTION

207 **15. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller  
208 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right  
209 to seek damages or to seek specific performance as per Paragraph 15. Seller will also be liable to Broker for the full amount of the  
210 brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all  
211 deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific  
212 performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be  
213 split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

220 (b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
221 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration  
222 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
223 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
224 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
225 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
226 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to  
227 become a party to the proceeding. This clause will survive closing.

228 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
229 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
230 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
231 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
232 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
233 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the  
234 parties.

235 Buyer (M) and Seller (E) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

237 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally
238 split the arbitrators' fees and administrative fees of arbitration.

239 ESCROW AGENT AND BROKER

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

247 18. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,
249 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and
250 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records
252 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors
253 and governmental agencies for verification of the Property condition, square footage and facts that materially effect Property
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by
255 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement
256 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,
257 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform
258 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services
259 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products
260 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for
261 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes
262 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

263 19. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer
264 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. Instruction to Closing Agent: Seller
265 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage
266 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the
267 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

268 Real Estate Licensee \_\_\_\_\_ Real Estate Licensee \_\_\_\_\_
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271 Broker / Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_ Broker / Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_
272 \_\_\_\_\_

273 ADDENDA AND ADDITIONAL TERMS

- 274 20. ADDENDA: The following additional terms are included in addenda and incorporated into this Contract (check if applicable):
275 [ ] A. Condo. Assn. [ ] G. New Mort. Rates [ ] M. Housing Older Persons [ ] S. Sale of Buyer's Property
276 [ ] B. Homeowners' Assn. [ ] H. As Is w/Right to Inspect [ ] N. Unimproved/Ag. Prop. [ ] T. Rezoning
277 [ ] C. Seller Financing [ ] I. Self-Inspections [ ] O. Interest-Bearing Account [ ] U. Assignment
278 [ ] D. Mort. Assumption [ ] J. Insulation Disclosure [ ] P. Back-up Contract [ ] V. Prop. Disclosure Stmt.
279 [ ] E. FHA Financing [ ] K. Pre-1978 Housing Stmt. (LBP) [ ] Q. Broker - Pers. Int. In Prop. [ ] Other \_\_\_\_\_
280 [ ] F. VA Financing [ ] L. Flood Insurance Req'd. [ ] R. Rentals [ ] Other \_\_\_\_\_

281 21. ADDITIONAL TERMS:

282 BUYER WILL PAY ALL CLOSING COST, INCLUDING ALL RAVIDAS COMMISSION & ANY
283 OTHER COST, TO NET SELLER \$300,000. OR LESS PROVISION
284 OF TITLE.
285 Seller requests first deposit be released to Him
286 by November 17, 03
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291 Buyer (MP) and Seller (E.J.) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.
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317 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

OFFER AND ACCEPTANCE

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

320 Buyer offers to purchase the Property on the above terms and conditions: Unless this Contract is signed by Seller and a copy  
321 delivered to Buyer no later than 5  a.m.  p.m. on Oct 21 2003, this offer will be revoked  
322 and Buyer's deposit refunded subject to clearance of funds.

323 Date: 10-18-03 Buyer: Michelle Person as President Tax ID/SSN: \_\_\_\_\_  
324 Print name: L31 GROUP, INC

325 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326 Print name: \_\_\_\_\_  
327 Phone: \_\_\_\_\_ Address: 9167 BRENDON COVE Ln  
328 Fax: \_\_\_\_\_ Bonita Springs, FL 34135

329 Date: 11-2-03 Seller: Eric L Smith Tax ID/SSN: \_\_\_\_\_  
330 Print name: Eric L Smith

331 Date: 11-2-03 Seller: Eric L Smith Tax ID/SSN: \_\_\_\_\_  
332 Print name: Eric L Smith  
333 Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
334 Fax: \_\_\_\_\_

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

337 Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)

338 Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: JOHNNY M. WEEKS ("Seller") and 131 GROUP, INC OR ASSIGNS ("Buyer")

agree to sell and buy on the terms and conditions specified below the property ("Property") described as: Address: 5194 DRAINE ST. BONITA SPRINGS, FL 34134

Legal Description:

FRM NE COR GVT LT 2 S 142 THN S 100 W 30 TO POB THN W 75 N 100 E 75 S 100

including all improvements and the following additional property:

N/A

PRICE AND FINANCING

2. PURCHASE PRICE: \$ [redacted] payable by Buyer in U.S. funds as follows:

- (a) \$ [redacted] Deposit received (checks are subject to clearance) NOV. 5, 2003 by CHEFFY PASSIDOMO ("Escrow Agent")
(b) \$ [redacted] Additional deposit to be made by JAN 15, 2004 or [redacted] days from Effective Date.
(c) Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)
(d) \$ Other:
(e) \$ [redacted] Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

(f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to determine the purchase price is [X] lot [ ] acre [ ] square foot [ ] other (specify: ) prorating areas of less than a full unit. The purchase price will be \$ per unit based on a calculation of total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:

3. CASH/FINANCING: (Check as applicable) [X] (a) Buyer will pay cash for the Property with no financing contingency. [ ] (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the "Financing") within days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever occurs first) (the "Financing Period"). Buyer will apply for Financing within days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract. Upon cancellation, Buyer will return to Seller all title evidence, surveys and association documents provided by Seller, and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties. Buyer will pay all loan expenses, including the lender's title insurance policy.

(1) New Financing: Buyer will secure a commitment for new third party financing for \$ or % of the purchase price at the prevailing interest rate and loan costs. Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.

(2) Seller Financing: Buyer will execute a [ ] first [ ] second purchase money note and mortgage to Seller in the amount of \$ , bearing annual interest at % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the

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mortgagee's option if Buyer defaults; will give Buyer the right to prepay with penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days from Effective Date, give Buyer written notice of whether or not Seller will make the loan.

(3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month including principal, interest,  taxes and insurance and having a  fixed  other (describe) \_\_\_\_\_ interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds \_\_\_\_\_% or the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this agreement will terminate and Buyer's deposit(s) will be returned.

**CLOSING**

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or before FEB 15, 2004, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

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

(a) Seller Costs: Seller will pay taxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other:

(b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simultaneous issue rate; inspections; survey and sketch; insurance; Other: ALL FEES FOR CLOSING OF CONTRACT

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

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

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

(d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(e) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

**PROPERTY CONDITION**

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

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

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

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

(1) Feasibility Study: Buyer will, at Buyer's expense and within 0 days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for \_\_\_\_\_ use. During the Feasibility Study Period, Buyer may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural and environmental properties; zoning and

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111 zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other  
112 utilities; consistency with local, state and regional growth management plans; availability of permits, government  
113 approvals, and licenses; and other inspections that Buyer deems appropriate to determine the Property's suitability  
114 for the Buyer's intended use. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate  
115 government agencies. Seller will sign all documents Buyer is required to file in connection with development or  
116 rezoning approvals.

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

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

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

138 (d) Subdivided Lands: If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any  
139 contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots,  
140 parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into  
141 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", Buyer may  
142 cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which Buyer executes  
143 this Contract. If Buyer elects to cancel within the period provided, all funds or other property paid by Buyer will be  
144 refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

145 7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing,  
146 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,  
147 or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract  
148 by written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close in  
149 accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

#### 150 TITLE

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

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

161 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and  
162 subject only to title exceptions set forth in this Contract.

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

171 (b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt  
172 of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

173 Buyer (MP) ( ) and Seller ( ) (W) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

174 receipt of Buyer's notice of defects ("Curative Period") to cure the defect Seller's expense. If Seller cures the  
175 defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on  
176 Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to  
177 cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from  
178 receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.  
179 (c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written  
180 notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property,  
181 encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such  
182 encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be  
183 determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal  
184 construction control line, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's  
185 location on the property, unless Buyer waives this requirement in writing.

186 **MISCELLANEOUS**

187 **9. EFFECTIVE DATE; TIME:** The "Effective Date" of this Contract is the date on which the last of the parties initials or  
188 signs the latest offer. Time is of the essence for all provisions of this Contract. All time periods expressed as days will  
189 be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal  
190 holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a  
191 Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00  
192 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

193 **10. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's  
194 failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies  
195 will render that contingency null and void and the Contract will be construed as if the contingency did not exist.

196 **11. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
197 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
198 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
199 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
200 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
201 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
202 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

206 **DEFAULT AND DISPUTE RESOLUTION**

207 **13. DEFAULT:** (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort,  
208 Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without  
209 waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for  
210 the full amount of the brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including  
211 timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated  
212 damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits  
213 paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

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

228 (c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by  
229 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
230 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA")  
231 or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a  
232 process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose  
233 decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed  
234 on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

235 Buyer (PAB) and Seller (J) (W) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

236 will equally split the arbitra fees and administrative fees of arbitration a civil action to enforce an arbitration  
237 award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable  
238 attorneys' fees, costs and expenses.

239 **ESCROW AGENT AND BROKER**

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

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

265 **17. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
266 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. Instruction to Closing Agent:  
267 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate  
268 brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such  
269 fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees  
270 as indicated below.

271* _____	_____
272 <i>Real Estate Licensee</i>	<i>Real Estate Licensee</i>
273* _____	_____
274* <i>Broker / Brokerage fee: (\$ or % of Purchase Price)</i> _____	<i>Broker / Brokerage fee: (\$ or % of Purchase Price)</i> _____
275* _____	_____

276 **ADDITIONAL TERMS**

277 **18. ADDITIONAL TERMS:**

278 **BUYER WILL PAY ALL CLOSINGS COST.**

279 **ALL DEPOSITS WILL BE NON-REFUNDABLE.**

280 **\$1000.00 TO BE PAID TO SELLER BY NOV. 5, 2003 BY 5:00 PM.**

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295\* Buyer (    ) (    ) and Seller (    ) (    ) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

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3-7 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

**OFFER AND ACCEPTANCE**

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

320 Buyer offers to purchase the Property on the above terms and conditions. If this Contract is signed by Seller and a copy  
321 delivered to Buyer no later than 5  a.m.  p.m. on Nov 3 2003, this offer will be revoked  
322 and Buyer's deposit refunded subject to clearance of funds.

323 Date: Nov 1, 2003 Buyer: Michelle Person as President Tax ID/SSN: \_\_\_\_\_  
324 Print name: 131 GROUP, INC

325 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326 Print name: \_\_\_\_\_  
327 Phone: \_\_\_\_\_ Address: 9167 RAPPACON CIRCLE LN  
328 Fax: \_\_\_\_\_ BONITA SPRINGS, FL 33435

329 Date: \_\_\_\_\_ Seller: John Weeks Tax ID/SSN: \_\_\_\_\_  
330 Print name: John Weeks

331 Date: 11/2/03 Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
332 Print name: \_\_\_\_\_  
333 Phone: \_\_\_\_\_ Address: 5210 Draine St  
334 Fax: \_\_\_\_\_ 34134

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

337 Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)

338 Buyer (M) and Seller (J)(W) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

The Florida Association of Realtors and local Board/Association of Realtors make no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a regulated collective membership mark that may be used only by real estate licensees who are members of the National Association of Realtors and who subscribe to its Code of Ethics.



102

1\* **1. SALE AND PURCHASE: ALAN WEEKS** \_\_\_\_\_ ("Seller")  
2\* and **131 GROUP, INC OR ASSIGNS** \_\_\_\_\_ ("Buyer")

3 agree to sell and buy on the terms and conditions specified below the property described as:  
4\* Address: **5200 DRAINE ST BONITA SPRINGS, FL. 34134**

5\* County: **LEE**  
6\* Legal Description: **FROM NE COR GOVT LOT 2 S142 FT THN S 100 W 205.5 TO POB THN W 100 N 100E 100S 100**  
7\* Tax ID No: **07-47-25-00-00003.014C**

8 together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans,  
9 light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included  
10\* in the purchase are:

11\*  
12\*  
13\* The following attached items are excluded from the purchase: **ANY AND ALL STRUCTURES.**

14\*  
15 The real and personal property described above as included in the purchase is referred to as the "Property." Personal property  
16 listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

17 **PRICE AND FINANCING**

18\* **2. PURCHASE PRICE:** \$ \_\_\_\_\_ payable by Buyer in U.S. currency as follows:  
19\* (a) \$ \_\_\_\_\_ Deposit received (checks are subject to clearance) **NOV. 5**, 2003 by

20\* \_\_\_\_\_ for **CHEFFY PASSIDOMO** ("Escrow Agent")  
21\* *Signature* *Name of Company*

22\* (b) \$ \_\_\_\_\_ Additional deposit to be made by **JAN 15**, 2004 or \_\_\_\_\_ days from  
23 Effective Date.

24\* (c) \_\_\_\_\_ Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

25\* (d) \$ \_\_\_\_\_ Other: \_\_\_\_\_

26\* (e) \$ \_\_\_\_\_ Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds  
27 paid at closing must be paid by locally drawn cashier's check, official bank check or wired funds.

28\* **3. FINANCING:** (Check as applicable)  (a) Buyer will pay cash for the Property with no financing contingency.  
29\*  (b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by \_\_\_\_\_  
30\* \_\_\_\_\_ (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period"):  
31\*  (1) A commitment for new  conventional  FHA  VA financing for \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price (plus  
32 any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).  
33\*  (2) Approval for Seller financing or assumption of mortgage (see attached addendum).

34\* Buyer will apply for Financing within \_\_\_\_\_ days from Effective Date (5 days if left blank) and will timely provide any and all credit,  
35 employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using  
36 diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment  
37 by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer  
38 elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-  
39 provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives  
40 proper authorization from all interested parties.

41 **CLOSING**

42\* **4. CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and possession delivered on **FEB 15**, 2004  
43 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items  
44 removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days  
45 after the insurance suspension is lifted.

46 **5. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be conducted  
47 by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of  
48 Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph  
49\* Buyer *(Signature)* (\_\_\_\_\_) and Seller *(Signature)* (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

50 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the amounts indicated below.

51 (a) **Seller Costs:** Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified,  
52 confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an  
53 amount equal to the last estimate of the assessment; Other: \_\_\_\_\_

54 (b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and  
55 financing statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood  
56 insurance; home warranty plan; Other: **BUYER TO PAY ALL FEE'S FOR CLOSING OF CONTRACT.**

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

58  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
59 select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges.  
60 Each party will pay its own closing fees.

61  (2) Seller will provide title evidence as specified in Paragraph 10(a)(2).  Seller  Buyer will pay for the owner's title  
62 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien  
63 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

64 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
65 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of the  
66 Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
67 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

68 (e) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
69 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

#### 70 PROPERTY CONDITION

71 6. **INSPECTION PERIODS:** Buyer will complete any and all inspections of the Property by N/A,  
72 (within 10 days from Effective Date if left blank) ("Inspection Period"); and the walk-through inspection on the day before  
73 Closing Date or any other time agreeable to the parties.

74 7. **REAL PROPERTY DISCLOSURE:** Seller represents that Seller does not know of any facts that materially affect the value of  
75 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
76 or that are known by or have been disclosed to Buyer.

77 (a) **Energy Efficiency:** Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this  
78 is a new home, the builder's FL-EPL card is attached as an addendum.

79 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
80 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
81 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
82 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed  
83 person test the Property for radon. If the radon exceeds acceptable EPA standards, Seller may choose to reduce the radon  
84 level to an acceptable EPA level, failing which either party may cancel this Contract.

85 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
86 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and  
87 rebuilding in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard area and the  
88 buildings are built below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller  
89 within 20 days from Effective Date, failing which Buyer accepts existing elevation of the buildings and zone designation of  
90 the Property.

91 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
92 summary is attached and incorporated into this Contract. BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL BUYER  
93 HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.

94 8. **As Is With Right to Inspect:** Seller makes no warranties other than marketability of title. Seller will keep the Property in the  
95 same condition from Effective Date until closing, except for normal wear and tear ("maintenance requirement"), and will  
96 convey the Property in its "as is" condition with no obligation to make any repairs.

97 (a) **Inspection Right; Seller Obligations:** Buyer may, at Buyer's expense, conduct professional and walk-through inspections  
98 as described below. If Buyer fails to timely conduct any inspection which Buyer is entitled to make under this paragraph,  
99 Buyer waives the right to the inspection and accepts the Property "as is." Seller will provide access and utilities for Buyer's  
100 inspections. Buyer will repair all damages to the Property resulting from the inspections and return the Property to its pre-  
101 inspection condition.

102 (b) **Professional Inspections:** The inspection(s) will be by a person who specializes in and holds an occupational license (if  
103 required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected.

104 (c) **Cancellation Right:** Buyer may cancel this Contract by written notice to Seller within \_\_\_\_\_ days (within 5 days if left blank)  
105 from the end of the Inspection Period if the estimated cost of treatment and repairs determined to be necessary by Buyer is  
106 greater than \$\_\_\_\_\_. For the cancellation to be effective, Buyer must include in the written notice a copy of the

107 Buyer (WP) ( ) and Seller (WP) ( ) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

108 inspector's written report, if any, and treatment and repair estimates from the inspector or person(s) holding an appropriate  
109 Florida license to repair the items inspected. Any conditions not reported in a timely manner will be deemed acceptable to  
110 Buyer.

111 (d) Walk-through Inspection: Buyer may walk through the Property solely to verify that Seller has fulfilled the contractual  
112 obligations. No other issues may be raised as a result of the walk-through inspection.

113 9. RISK OF LOSS: If any portion of the Property is damaged by fire or other casualty before closing and can be restored  
114 within 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's  
115 expense, restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in  
116 time, Buyer may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing,  
117 failing which either party may cancel this Contract.

#### 118 TITLE

119 10. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or  
120 guardian deed as appropriate to Seller's status.

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

129 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and  
130 subject only to title exceptions set forth in this Contract.

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

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

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

#### 153 MISCELLANEOUS

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

159 12. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure to  
160 deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render  
161 that contingency null and void and the Contract will be construed as if the contingency did not exist.

162 Buyer (MB) and Seller (AW) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

163 **13. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
164 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
165 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
166 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
167 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
168 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
169 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

#### 173 **DEFAULT AND DISPUTE RESOLUTION**

174 **15. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort,  
175 Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without  
176 waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for  
177 the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including  
178 timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated  
179 damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits  
180 paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

187 (b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
188 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration  
189 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
190 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
191 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
192 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
193 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to  
194 become a party to the proceeding. This clause will survive closing.

195 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
196 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
197 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA")  
198 or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a  
199 process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose  
200 decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on  
201 by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will  
202 equally split the arbitrators' fees and administrative fees of arbitration.

#### 203 **ESCROW AGENT AND BROKER**

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

212 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that  
213 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
214 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and  
215 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the  
216 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records  
217 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors  
218 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property  
219 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by

220 Buyer (MB) and Seller (AW) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

221 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement  
222 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,  
223 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform  
224 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services  
225 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products  
226 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for  
227 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes  
228 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

229 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
230 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller  
231 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage  
232 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the  
233 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

234\* \_\_\_\_\_  
235 Real Estate Licensee

\_\_\_\_\_  
Real Estate Licensee

236\* \_\_\_\_\_  
237\* Broker / Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_

\_\_\_\_\_  
Broker / Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_

238\* \_\_\_\_\_

### 239 ADDENDA AND ADDITIONAL TERMS

240 **20. ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):

- |  |  |  |  |
|--|--|--|--|
| 241* <input type="checkbox"/> A. Condo. Assn.      | <input type="checkbox"/> G. New Mort. Rates              | <input type="checkbox"/> M. Housing Older Persons        | <input type="checkbox"/> S. Sale of Buyer's Property |
| 242* <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> H. As-is w/ Right to Inspect    | <input type="checkbox"/> N. Unimproved/Ag. Prop.         | <input type="checkbox"/> T. Rezoning                 |
| 243* <input type="checkbox"/> C. Seller Financing  | <input type="checkbox"/> I. Self-Inspections             | <input type="checkbox"/> O. Interest-Bearing Account     | <input type="checkbox"/> U. Assignment               |
| 244* <input type="checkbox"/> D. Mort. Assumption  | <input type="checkbox"/> J. Insulation Disclosure        | <input type="checkbox"/> P. Back-up Contract.            | <input type="checkbox"/> V. Prop. Disclosure Stmt.   |
| 245* <input type="checkbox"/> E. FHA Financing     | <input type="checkbox"/> K. Pre-1978 Housing Stmt. (LBP) | <input type="checkbox"/> Q. Broker - Pers. Int. in Prop. | <input type="checkbox"/> Other _____                 |
| 246* <input type="checkbox"/> F. VA Financing      | <input type="checkbox"/> L. Flood Insurance Req'd.       | <input type="checkbox"/> R. Rentals                      | <input type="checkbox"/> Other _____                 |

### 247\* 21. ADDITIONAL TERMS:

- 248\* **1. BUYER TO PAY ALL CLOSING COST.**
- 249\* \_\_\_\_\_
- 250\* **2. ALL DEPOSITS WILL BE NON-REFUNDABLE.**
- 251\* \_\_\_\_\_
- 252\* **3. SELLER MAY AT HIS ELECTION REMOVE ANY AND ALL ITEMS LOCATED ON PROPERTY.**
- 253\* \_\_\_\_\_
- 254\* **4. SELLER WILL HAVE UNTIL JULY 31, 2004 TO VACATE THE PROPERTY.**
- 255\* \_\_\_\_\_
- 256\* **5. \$1000.00 WILL BE RELEASED TO SELLER BY NOV. 5, 2004 @ 5:00 PM.**
- 257\* \_\_\_\_\_
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278\* Buyer (MP) and Seller (AW) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

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

OFFER AND ACCEPTANCE

318 (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
319 Buyer offers to purchase the Property on the above terms and conditions. If this Contract is signed by Seller and a copy  
320 delivered to Buyer no later than \$ \_\_\_\_\_ a.m.  p.m. on NOV. 3 2003, this offer will be revoked  
321 and Buyer's deposit refunded subject to clearance of funds.

322 Date: NOV. 1, 2003 Buyer: Michelle Person as President Tax ID/SSN: \_\_\_\_\_  
323 Print name: ISI GROUP, INC

324 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
325 Print name: \_\_\_\_\_  
326 Address: 9167 BRENOON CREEK LN  
327 Bonita Springs, FL 34135  
328 Phone: \_\_\_\_\_  
329 Fax: \_\_\_\_\_

329 Date: 11-4-03 Seller: allan weeks Tax ID/SSN: \_\_\_\_\_  
330 Print name: ALLAN WEEKS

331 Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
332 Print name: \_\_\_\_\_  
333 Address: \_\_\_\_\_  
334 Phone: \_\_\_\_\_  
335 Fax: \_\_\_\_\_

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

338 Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)

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[REDACTED]

1. SALE AND PURCHASE: MICHAEL A HALL ("Seller") and 131 Group, Inc ("Buyer") agree to sell and buy on the terms and conditions specified below the property described as: Address: 5230 Draine St. Bonita Springs, FL 34134

Legal Description: BEG 242 FT S + 905.5 FT W OF NE COR GOVT 2 TH W 100 FT N 100 FT E 100 FT S 100 County: Lee Tax ID No: 07-47-25-00-00003.0070 together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are:

The following attached items are excluded from the purchase:

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

2. PURCHASE PRICE: PRICE AND FINANCING (a) \$ [REDACTED] payable by Buyer in U.S. currency as follows: Deposit received (checks are subject to clearance) Oct. 23, 2003 by Cheffy Passidomo ("Escrow Agent") Signature Name of Company (b) \$ [REDACTED] Additional deposit to be made by Jan. 15, 2004 or days from Effective Date. (c) [REDACTED] Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage) (d) \$ [REDACTED] Other: (e) \$ [REDACTED] Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency. (b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period"): (1) A commitment for new conventional FHA VA financing for \$ or % of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum). (2) Approval for Seller financing or assumption of mortgage (see attached addendum). Buyer will apply for Financing within days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on FEB. 15, 2004 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below. (a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment; up to NA % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to NA % (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other:

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56 (b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing  
57 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;  
58 Other:

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

60  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
61 select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges.  
62 Each party will pay its own closing fees.

63  (2) Seller will provide title evidence as specified in Paragraph 10(a)(2).  Seller  Buyer will pay for the owner's title  
64 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien  
65 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

66 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

70 (e) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
71 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

72 (f) **Home Warranty:**  Buyer  Seller  N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a  
73 cost not to exceed \$\_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
74 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

#### PROPERTY CONDITION

76 6. **INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by \_\_\_\_\_,  
77 \_\_\_\_\_ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by  
78 \_\_\_\_\_ (prior to closing, if left blank); and the walk-through  
79 inspection on the day before Closing Date or any other time agreeable to the parties.

80 7. **REAL PROPERTY DISCLOSURE:** Seller represents that Seller does not know of any facts that materially affect the value of  
81 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
82 or that are known by or have been disclosed to Buyer.

83 (a) **Energy Efficiency:** Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a  
84 new home, the builder's FL-EPL card is attached as an addendum.

85 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
86 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
87 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
88 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
89 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
90 level to an acceptable EPA level, failing which either party may cancel this Contract.

91 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
92 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
93 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
94 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
95 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

96 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
97 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL**  
98 **BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

99 8. **MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
100 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide  
101 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and  
102 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to  
103 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all  
104 assignable repair and treatment contracts to Buyer at closing.

105 (a) **Warranty, Inspections and Repair:**

106 (1) **Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
107 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
108 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and  
109 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing  
110 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted  
111 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code  
112 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which  
113 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

114 Buyer (\_\_\_\_\_) and Seller (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

115 working condition of the item, including pitted marcite; missing or torn screens other than missing pool cage or screen  
116 room screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments;  
117 nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and  
118 minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

119 **(2) Professional Inspection:** Buyer may have warranted items inspected by a person who specializes in and holds an  
120 occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain  
121 the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver  
122 written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to  
123 Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in  
124 subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

125 **(3) Repair:** Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up  
126 to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition  
127 warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the  
128 first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will  
129 choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to  
130 repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner  
131 by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may  
132 cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to  
133 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

134 **(b) Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post  
135 beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.  
136 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to  
137 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the  
138 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5  
139 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live  
140 infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at  
141 closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a  
142 licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have  
143 treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost  
144 to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may  
145 cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard  
146 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

147 **(c) Walk-through Inspection:** Buyer may walk through the Property solely to verify that Seller has made repairs required  
148 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through  
149 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

150 **9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within  
151 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,  
152 restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer  
153 may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which  
154 either party may cancel this Contract.

#### 155 TITLE

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

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

165 **(1) A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and  
166 subject only to title exceptions set forth in this Contract.

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

175 **(b) Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of  
176 title evidence but no later than closing of any defects that make the title unmarketable. Seller will have 30 days from

177 Buyer ( ) and Seller ( ) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

178 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects  
 179 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing  
 180 Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the  
 181 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of  
 182 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.  
 183 (c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to  
 184 Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the  
 185 Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated  
 186 in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b)  
 187 above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or  
 188 survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

189 **MISCELLANEOUS**

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

195 **12. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure  
 196 to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will  
 197 render that contingency null and void and the Contract will be construed as if the contingency did not exist.

198 **13. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
 199 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
 200 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
 201 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
 202 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
 203 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
 204 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

208 **DEFAULT AND DISPUTE RESOLUTION**

209 **15. DEFAULT:** (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller  
 210 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right  
 211 to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the  
 212 brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including timely payment of all  
 213 deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific  
 214 performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be  
 215 split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

222 (b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
 223 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration  
 224 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
 225 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
 226 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
 227 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
 228 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to  
 229 become a party to the proceeding. This clause will survive closing.

230 (c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by  
 231 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
 232 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
 233 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
 234 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
 235 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the

236 Buyer (M) ( ) and Seller (M) ( ) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

--- Open the arbitrator's fees and administrative fees of arbitration.

239

#### ESCROW AGENT AND BROKER

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

247 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that  
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
249 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and  
250 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the  
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records  
252 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors  
253 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property  
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by  
255 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement  
256 or failure to perform contractual obligations. Buyer and Seller hold Broker and its agents, officers, directors, agents and employees

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

318 OFFER AND ACCEPTANCE

319 (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
320 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
321 delivered to Buyer no later than 5  a.m.  p.m. on Oct. 21 2003, this offer will be revoked  
322 and Buyer's deposit refunded subject to clearance of funds.

323 Date: 10-13-03 Buyer: Michele Persson as President Tax ID/SSN: \_\_\_\_\_  
324 Print name: LJI GROUP, INC

325 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326 Print name: \_\_\_\_\_  
327 Phone: \_\_\_\_\_ Address: 9167 Brendon Cove Ln  
328 Fax: \_\_\_\_\_ Bonita Springs FL 34135

329 Date: \_\_\_\_\_ Seller: Michael P. Bell Tax ID/SSN: [REDACTED]  
330 Print name: \_\_\_\_\_

331 Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
332 Print name: \_\_\_\_\_  
333 Phone: [REDACTED] Address: \_\_\_\_\_  
334 Fax: \_\_\_\_\_

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

337 Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)

338 Buyer (ML) and Seller (MAB) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

The Florida Association of REALTORS and local Board/Association of REALTORS make no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS and who subscribe to its Code of Ethics.



56 (b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing  
57 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;  
58 Other:

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

60  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
61 select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges.  
62 Each party will pay its own closing fees.

63  (2) Seller will provide title evidence as specified in Paragraph 10(a)(2).  Seller  Buyer will pay for the owner's title  
64 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien  
65 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

66 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

70 (e) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
71 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

72 (f) **Home Warranty:**  Buyer  Seller  N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a  
73 cost not to exceed \$\_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
74 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

#### 75 PROPERTY CONDITION

76 6. **INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by Jan 15, 2004  
77 \_\_\_\_\_ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by  
78 \_\_\_\_\_ (prior to closing, if left blank); and the walk-through  
79 inspection on the day before Closing Date or any other time agreeable to the parties.

80 7. **REAL PROPERTY DISCLOSURE:** Seller represents that Seller does not know of any facts that materially affect the value of  
81 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
82 or that are known by or have been disclosed to Buyer.

83 (a) **Energy Efficiency:** Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a  
84 new home, the builder's FL-EPL card is attached as an addendum.

85 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
86 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
87 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
88 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
89 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
90 level to an acceptable EPA level, failing which either party may cancel this Contract.

91 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
92 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
93 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
94 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
95 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

96 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
97 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL**  
98 **BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

99 8. **MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
100 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide  
101 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and  
102 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to  
103 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all  
104 assignable repair and treatment contracts to Buyer at closing.

105 (a) **Warranty, Inspections and Repair:**

106 (1) **Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
107 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
108 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and  
109 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing  
110 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted  
111 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code  
112 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which  
113 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

115 working condition of the item, including pitted marcite; missing or torn screens other than missing pool cage or screen  
116 room screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments;  
117 nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and  
118 minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

119 (2) **Professional Inspection:** Buyer may have warranted items inspected by a person who specializes in and holds an  
120 occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain  
121 the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver  
122 written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to  
123 Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in  
124 subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

125 (3) **Repair:** Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up  
126 to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition  
127 warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the  
128 first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will  
129 choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to  
130 repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner  
131 by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may  
132 cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to  
133 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

134 (b) **Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post  
135 beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.  
136 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to  
137 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the  
138 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5  
139 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live  
140 infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at  
141 closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a  
142 licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have  
143 treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost  
144 to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may  
145 cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard  
146 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

147 (c) **Walk-through Inspection:** Buyer may walk through the Property solely to verify that Seller has made repairs required  
148 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through  
149 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

150 **9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within  
151 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,  
152 restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer  
153 may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which  
154 either party may cancel this Contract.

#### 155 TITLE

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

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

165 (1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and  
166 subject only to title exceptions set forth in this Contract.

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

175 (b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of  
176 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

177 Buyer (M) ( ) and Seller (RS) (ADS) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

178 receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects  
179 within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing  
180 Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the  
181 defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of  
182 **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.  
183 (c) **Survey:** **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to  
184 **Seller**, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the  
185 Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated  
186 in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph (b)  
187 above. If any part of the Property lies seaward of the coastal construction control line, **Seller** will provide **Buyer** with an affidavit or  
188 survey as required by law delineating the line's location on the property, unless **Buyer** waives this requirement in writing.

#### 189 MISCELLANEOUS

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

195 **12. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure**  
196 **to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will**  
197 **render that contingency null and void and the Contract will be construed as if the contingency did not exist.**

198 **13. COMPLETE AGREEMENT:** This Contract is the entire agreement between **Buyer** and **Seller.** **Except for brokerage**  
199 **agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.**  
200 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
201 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
202 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
203 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
204 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

#### 208 DEFAULT AND DISPUTE RESOLUTION

209 **15. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller**  
210 fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without waiving the right  
211 to seek damages or to seek specific performance as per Paragraph 16. **Seller** will also be liable to **Broker** for the full amount of the  
212 brokerage fee. (b) **Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all  
213 deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific  
214 performance as per Paragraph 16; and **Broker** will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be  
215 split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

222 (b) **All other disputes:** **Buyer** and **Seller** will have 30 days from the date a dispute arises between them to attempt to  
223 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration  
224 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
225 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
226 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
227 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
228 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to  
229 become a party to the proceeding. This clause will survive closing.

230 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
231 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
232 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
233 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
234 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
235 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the

236\* **Buyer** (M) ( ) and **Seller** (DR) (ADS) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

237 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally  
238 split the arbitrators' fees and administrative fees of arbitration.

239 **ESCROW AGENT AND BROKER**

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

247 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that  
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
249 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and  
250 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the  
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records  
252 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors  
253 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property  
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by  
255 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement  
256 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,  
257 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform  
258 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services  
259 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products  
260 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for  
261 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes  
262 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

263 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
264 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller  
265 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage  
266 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the  
267 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

268\* \_\_\_\_\_  
269 Real Estate Licensee Real Estate Licensee  
270\* \_\_\_\_\_  
271\* Broker / Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_  
272\* \_\_\_\_\_

273 **ADDENDA AND ADDITIONAL TERMS**

274 **20. ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):

- 275\*  A. Condo. Assn.  G. New Mort. Rates  M. Housing Older Persons  S. Sale of Buyer's Property
- 276\*  B. Homeowners' Assn.  H. As Is w/Right to Inspect  N. Unimproved/Ag. Prop.  T. Rezoning
- 277\*  C. Seller Financing  I. Self-Inspections  O. Interest-Bearing Account  U. Assignment
- 278\*  D. Mort. Assumption  J. Insulation Disclosure  P. Back-up Contract  V. Prop. Disclosure Stmt.
- 279\*  E. FHA Financing  K. Pre-1978 Housing Stmt. (LBP)  Q. Broker - Pers. Int. in Prop.  Other \_\_\_\_\_
- 280\*  F. VA Financing  L. Flood Insurance Reqd.  R. Rentals  Other \_\_\_\_\_

281\* **21. ADDITIONAL TERMS:**

282\*  
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291\* Buyer (MP) ( ) and Seller (DRS/ADS) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

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

OFFER AND ACCEPTANCE

318  
319\* (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
320 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
321 delivered to Buyer no later than 5:00  a.m.  p.m. on Oct. 20, 2003, this offer will be revoked  
322 and Buyer's deposit refunded subject to clearance of funds.

323\* Date: \_\_\_\_\_ Buyer: Michelle Rossini's Resident Tax ID/SSN: \_\_\_\_\_  
324\* Print name: 131 group, inc.

325\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326\* Print name: \_\_\_\_\_  
327\* Phone: \_\_\_\_\_ Address: 9167 Brendon Lake Ct.  
328\* Fax: \_\_\_\_\_ Bonita Springs, FL 34135

329\* Date: 10/18/03 Seller: Donald R. Smith Tax ID/SSN:   
330\* Print name: DONALD R SMITH

331\* Date: 10/18/03 Seller: A. Darlene Smith Tax ID/SSN:   
332\* Print name: A. DARLENE SMITH  
333\* Phone:  Address: P.O. BOX 3188  
334\* Fax: \_\_\_\_\_ BONITA SPR FLA. 34133

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

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

338\* Buyer (M) (\_\_\_\_\_) and Seller (DRS/ADS) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.  
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**1. SALE AND PURCHASE CONTRACT**

1. SALE AND PURCHASE: JEFFERY TOD SMITH & ANITA SMITH ( HUSBAND & WIFE ) ("Seller")  
and 131 GROUP, INC. ("Buyer")

agree to sell and buy on the terms and conditions specified below the property described as:  
Address: 5000 COCONUT RD, BONITA SPINGS, FL 34134

County: LEE  
Legal Description: A PARCEL OF LAND LOCATED IN SECTION 7 TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FL

Tax ID No: 07-47-25-00-00006.000

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are:

The following attached items are excluded from the purchase: n/a

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

**PRICE AND FINANCING**

2. PURCHASE PRICE: \$ \_\_\_\_\_ payable by Buyer in U.S. currency as follows:

(a) \$ \_\_\_\_\_ Deposit received (checks are subject to clearance) SEPT. 5, 2003 by  
\_\_\_\_\_ for CHEFFY, PASSIDOMO ("Escrow Agent")  
Signature Name of Company

(b) \$ \_\_\_\_\_ Additional deposit to be made by DEC. 5, \_\_\_\_\_ or 2003 days from Effective Date.

(c) \_\_\_\_\_ Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ \_\_\_\_\_ Other: \_\_\_\_\_

(e) \$ \_\_\_\_\_ Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable)  (a) Buyer will pay cash for the Property with no financing contingency.

(b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by \_\_\_\_\_ (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period");

(1) A commitment for new  conventional  FHA  VA financing for \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).

(2) Approval for Seller financing or assumption of mortgage (see attached addendum).

Buyer will apply for Financing within \_\_\_\_\_ days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

**CLOSING**

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on FEB. 1, 2004 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment; up to \_\_\_\_\_ % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to \_\_\_\_\_ % (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other: \_\_\_\_\_

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56 (b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing  
57 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;  
58 Other:

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

60  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
61 select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges.  
62 Each party will pay its own closing fees.

63  (2) Seller will provide title evidence as specified in Paragraph 10(a)(2).  Seller  Buyer will pay for the owner's title  
64 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien  
65 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

66 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

70 (e) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
71 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

72 (f) **Home Warranty:**  Buyer  Seller  N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a  
73 cost not to exceed \$\_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
74 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

#### 75 PROPERTY CONDITION

76 6. **INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by DEC 5, 2003  
77 \_\_\_\_\_ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by  
78 \_\_\_\_\_ (prior to closing, if left blank); and the walk-through  
79 inspection on the day before Closing Date or any other time agreeable to the parties.

80 7. **REAL PROPERTY DISCLOSURE:** Seller represents that Seller does not know of any facts that materially affect the value of  
81 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
82 or that are known by or have been disclosed to Buyer.

83 (a) **Energy Efficiency:** Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a  
84 new home, the builder's FL<sup>2</sup>EPL card is attached as an addendum.

85 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
86 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
87 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
88 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
89 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
90 level to an acceptable EPA level, failing which either party may cancel this Contract.

91 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
92 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
93 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
94 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
95 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

96 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
97 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL**  
98 **BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

99 8. **MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
100 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide  
101 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and  
102 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to  
103 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all  
104 assignable repair and treatment contracts to Buyer at closing.

105 (a) **Warranty, Inspections and Repair:**

106 (1) **Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
107 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
108 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and  
109 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing  
110 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted  
111 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code  
112 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which  
113 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

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*As President 131 Group*

115 working condition of the item, including pitted marcite; missing or torn screens other than missing pool cage or screen  
116 room screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments;  
117 nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and  
118 minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

119 (2) **Professional Inspection:** Buyer may have warranted items inspected by a person who specializes in and holds an  
120 occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain  
121 the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver  
122 written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to  
123 Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in  
124 subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

125 (3) **Repair:** Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up  
126 to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition  
127 warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the  
128 first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will  
129 choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to  
130 repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner  
131 by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may  
132 cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to  
133 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

134 (b) **Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post  
135 beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.  
136 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to  
137 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the  
138 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5  
139 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live  
140 infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at  
141 closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a  
142 licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have  
143 treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost  
144 to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may  
145 cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard  
146 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

147 (c) **Walk-through Inspection:** Buyer may walk through the Property solely to verify that Seller has made repairs required  
148 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through  
149 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

150 **9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within  
151 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,  
152 restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer  
153 may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which  
154 either party may cancel this Contract.

#### 155 TITLE

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

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

165 (1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and  
166 subject only to title exceptions set forth in this Contract.

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

175 (b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of  
176 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

177 Buyer (MP) and Seller (JTS) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

131 Group Inc

178 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects  
179 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing  
180 Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the  
181 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of  
182 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.  
183 (c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to  
184 Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the  
185 Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated  
186 in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b)  
187 above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or  
188 survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

#### MISCELLANEOUS

189  
190 **11. EFFECTIVE DATE; TIME:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the  
191 latest offer. Time is of the essence for all provisions of this Contract. All time periods will be computed in business days (a  
192 "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday,  
193 Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local  
194 time (meaning in the county where the Property is located) of the appropriate day.

195 **12. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure  
196 to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will  
197 render that contingency null and void and the Contract will be construed as if the contingency did not exist.

198 **13. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
199 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
200 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
201 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
202 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
203 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
204 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

#### DEFAULT AND DISPUTE RESOLUTION

208  
209 **15. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller  
210 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right  
211 to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the  
212 brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all  
213 deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific  
214 performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be  
215 split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

222 (b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
223 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration  
224 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
225 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
226 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
227 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
228 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to  
229 become a party to the proceeding. This clause will survive closing.

230 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
231 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
232 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
233 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
234 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
235 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the

238- Buyer (\_\_\_\_\_) and Seller (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

*Handwritten signature:*  
131 Group Inc

237 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally  
238 split the arbitrators' fees and administrative fees of arbitration.

### 239 ESCROW AGENT AND BROKER

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

247 18. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that  
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
249 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and  
250 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the  
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records  
252 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors  
253 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property  
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by  
255 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement  
256 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,  
257 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform  
258 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services  
259 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products  
260 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for  
261 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes  
262 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

263 19. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
264 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. Instruction to Closing Agent: Seller  
265 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage  
266 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the  
267 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

268 **BECKY SCHUMACHER**

269 Real Estate Licensee

Real Estate Licensee

270 **BAY CROSSINGS REALTY**

271 Broker / Brokerage fee: (\$ or % of Purchase Price) 6.0%

Broker / Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_

272

### 273 ADDENDA AND ADDITIONAL TERMS

274 20. ADDENDA: The following additional terms are included in addenda and incorporated into this Contract (check if applicable):

- |   |  |  |  |
|---|--|--|--|
| 275 <input type="checkbox"/> A. Condo. Assn.      | <input type="checkbox"/> G. New Mort. Rates              | <input type="checkbox"/> M. Housing Older Persons        | <input type="checkbox"/> S. Sale of Buyer's Property |
| 276 <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> H. As Is w/Right to Inspect     | <input type="checkbox"/> N. Unimproved/Ag. Prop.         | <input type="checkbox"/> T. Rezoning                 |
| 277 <input type="checkbox"/> C. Seller Financing  | <input type="checkbox"/> I. Self-Inspections             | <input type="checkbox"/> O. Interest-Bearing Account     | <input type="checkbox"/> U. Assignment               |
| 278 <input type="checkbox"/> D. Mort. Assumption  | <input type="checkbox"/> J. Insulation Disclosure        | <input type="checkbox"/> P. Back-up Contract             | <input type="checkbox"/> V. Prop. Disclosure Stmt.   |
| 279 <input type="checkbox"/> E. FHA Financing     | <input type="checkbox"/> K. Pre-1978 Housing Stmt. (LBP) | <input type="checkbox"/> Q. Broker - Pers. Int. in Prop. | <input type="checkbox"/> Other _____                 |
| 280 <input type="checkbox"/> F. VA Financing      | <input type="checkbox"/> L. Flood Insurance Req'd.       | <input type="checkbox"/> R. Rentals                      | <input type="checkbox"/> Other _____                 |

281 21. ADDITIONAL TERMS:

282 1ST DEPOSIT WILL BE RELEASED TO SELLER UPON ACCEPTANCE. SECOND DEPOSIT WILL BE RELEASED TO SELLER  
283 ON DEC. 5, 2003. THIS IS A NON-REFUNDABLE DEPOSIT FOR ANY REASON, EXCEPT FOR A BREACH OF CONTRACT BY  
284 SELLER. ALL DEPOSITS WILL BECOME A PART OF THE PURCHASE PRICE AND WILL BE A CREDIT AT CLOSING.

285 BUYER AGREES THAT BUYER HAS TWO (2) CONTRACTS WITH JEFFERY TOD & ANITA SMITH AND THAT BOTH  
286 CONTRACTS MUST CLOSE AT THE SAME TIME.

288 SELLER WILL HAVE THE OPTION TO USE THIS CONTRACT IN A 1031 EXCHANGE AT NO ADDITIONAL EXPENSE TO  
289 BUYER.

290

291 Buyer (MP) and Seller (JTS) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.  
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*As President  
131 Group Inc*

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

**OFFER AND ACCEPTANCE**

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

320 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
321 delivered to Buyer no later than 5:00  a.m.  p.m. on SEPT. 5, 2003, this offer will be revoked  
322 and Buyer's deposit refunded subject to clearance of funds.

323 Date: \_\_\_\_\_ Buyer: M. de. P... President Tax ID/SSN: \_\_\_\_\_  
324 Print name: 131 GROUPE, INC ck us?

325 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326 Print name: \_\_\_\_\_  
327 Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
328 Fax: \_\_\_\_\_

329 Date: \_\_\_\_\_ Seller: Jeffrey T. Smith Tax ID/SSN: [REDACTED]  
330 Print name: JEFFREY TOD SMITH

331 Date: \_\_\_\_\_ Seller: Anita Smith Tax ID/SSN: [REDACTED]  
332 Print name: ANITA SMITH  
333 Phone: [REDACTED] Address: 27567 OLD US 41 RD BONITA SPRINGS, FL 34135  
334 Fax: \_\_\_\_\_

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

337 Effective Date: 9/5/03 (The date on which the last party signed or initialed acceptance of the final offer.)

338 Buyer (MP) and Seller (JTS) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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as President  
131 Group Inc.

210



# Residential Sale and Purchase Contract

1. SALE AND PURCHASE: Donald R. & A. Darlene Smith ("Seller")  
and 131 Group, Inc. ("Buyer")

agree to sell and buy on the terms and conditions specified below the property described as:  
Address: 5230 Mamie St. Bonita Springs, FL 34134

County: Lee  
Legal Description: BEG NE COR GOVT LOT 2 S 142 FT TH W 1205.5 FT TH SLY 365 FT TO N LI OF 50  
Tax ID No: 07-47-25-00-00003.0090

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are: road easements

The following attached items are excluded from the purchase: \_\_\_\_\_

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

### PRICE AND FINANCING

2. PURCHASE PRICE: \$ \_\_\_\_\_ payable by Buyer in U.S. currency as follows:  
(a) \$ \_\_\_\_\_ Deposit received (checks are subject to clearance) Oct. 20, 2003 by  
Cheffy, Passidomo ("Escrow Agent")  
*Signature* for *Name of Company*  
(b) \$ \_\_\_\_\_ Additional deposit to be made by Jan 15, 2004 or \_\_\_\_\_ days  
from Effective Date.  
(c) \_\_\_\_\_ Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)  
(d) \$ \_\_\_\_\_ Other: \_\_\_\_\_  
(e) \$ \_\_\_\_\_ Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable)  (a) Buyer will pay cash for the Property with no financing contingency.  
 (b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by \_\_\_\_\_ (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period"):  
 (1) A commitment for new  conventional  FHA  VA financing for \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).  
 (2) Approval for Seller financing or assumption of mortgage (see attached addendum).

Buyer will apply for Financing within \_\_\_\_\_ days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

### CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on Feb 15, 2004 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment; up to NA % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to NA % (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other: \_\_\_\_\_

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56 (b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing  
57 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;  
58 Other:

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

60  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
61 select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges.  
62 Each party will pay its own closing fees.

63  (2) Seller will provide title evidence as specified in Paragraph 10(a)(2).  Seller  Buyer will pay for the owner's title  
64 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien  
65 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

66 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

70 (e) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
71 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

72 (f) **Home Warranty:**  Buyer  Seller  N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a  
73 cost not to exceed \$ \_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
74 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

#### 75 PROPERTY CONDITION

76 6. **INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by Jan 15, 2004,  
77 \_\_\_\_\_ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by  
78 \_\_\_\_\_ (prior to closing, if left blank); and the walk-through  
79 inspection on the day before Closing Date or any other time agreeable to the parties.

80 7. **REAL PROPERTY DISCLOSURE:** Seller represents that Seller does not know of any facts that materially affect the value of  
81 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
82 or that are known by or have been disclosed to Buyer.

83 (a) **Energy Efficiency:** Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a  
84 new home, the builder's FL-EPL card is attached as an addendum.

85 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
86 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
87 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
88 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
89 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
90 level to an acceptable EPA level, failing which either party may cancel this Contract.

91 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
92 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
93 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
94 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
95 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

96 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
97 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL**  
98 **BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

99 8. **MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
100 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide  
101 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and  
102 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to  
103 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all  
104 assignable repair and treatment contracts to Buyer at closing.

105 (a) **Warranty, Inspections and Repair:**

106 (1) **Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
107 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
108 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and  
109 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing  
110 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted  
111 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code  
112 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which  
113 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

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115 working condition of the item, including pitted marcite; missing or torn screens other than missing pool cage or screen  
116 room screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments;  
117 nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and  
118 minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

119 **(2) Professional Inspection:** Buyer may have warranted items inspected by a person who specializes in and holds an  
120 occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain  
121 the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver  
122 written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to  
123 Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in  
124 subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

125 **(3) Repair:** Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up  
126 to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition  
127 warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the  
128 first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will  
129 choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to  
130 repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner  
131 by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may  
132 cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to  
133 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

134 **(b) Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post  
135 beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.  
136 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to  
137 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the  
138 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5  
139 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live  
140 infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at  
141 closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a  
142 licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have  
143 treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost  
144 to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may  
145 cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard  
146 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

147 **(c) Walk-through Inspection:** Buyer may walk through the Property solely to verify that Seller has made repairs required  
148 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through  
149 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

150 **9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within  
151 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,  
152 restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer  
153 may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which  
154 either party may cancel this Contract.

#### 155 TITLE

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

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

165 **(1) A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and  
166 subject only to title exceptions set forth in this Contract.

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

175 **(b) Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of  
176 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

177 Buyer (M) ( ) and Seller (ORS/ADS) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

178 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects  
179 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing  
180 Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the  
181 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of  
182 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.  
183 (c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to  
184 Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the  
185 Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated  
186 in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b)  
187 above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or  
188 survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

#### 189 MISCELLANEOUS

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

195 12. **NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure  
196 to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will  
197 render that contingency null and void and the Contract will be construed as if the contingency did not exist.

198 13. **COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
199 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
200 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
201 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
202 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
203 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
204 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

#### 208 DEFAULT AND DISPUTE RESOLUTION

209 15. **DEFAULT:** (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller  
210 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right  
211 to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the  
212 brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including timely payment of all  
213 deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific  
214 performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be  
215 split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

222 (b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
223 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration  
224 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
225 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
226 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
227 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
228 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to  
229 become a party to the proceeding. This clause will survive closing.

230 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
231 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
232 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
233 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
234 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
235 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the

236\* Buyer (M) ( ) and Seller (ORS) (ADS) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

237 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally  
238 split the arbitrators' fees and administrative fees of arbitration.

239 **ESCROW AGENT AND BROKER**

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

247 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that  
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
249 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and  
250 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the  
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records  
252 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors  
253 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property  
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by  
255 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement  
256 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,  
257 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform  
258 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services  
259 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products  
260 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for  
261 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes  
262 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

263 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
264 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller  
265 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage  
266 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the  
267 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

268 \_\_\_\_\_  
269 Real Estate Licensee. Real Estate Licensee  
270 \_\_\_\_\_  
271 Broker / Brokerage fee: (\$ or % of Purchase Price) Broker / Brokerage fee: (\$ or % of Purchase Price)  
272 \_\_\_\_\_

273 **ADDENDA AND ADDITIONAL TERMS**

274 **20. ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):

- |  |  |  |  |
|--|--|--|--|
| 275* <input type="checkbox"/> A. Condo. Assn.      | <input type="checkbox"/> G. New Mort. Rates              | <input type="checkbox"/> M. Housing Older Persons        | <input type="checkbox"/> S. Sale of Buyer's Property . |
| 276* <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> H. As Is w/Right to Inspect     | <input type="checkbox"/> N. Unimproved/Ag. Prop.         | <input type="checkbox"/> T. Rezoning                   |
| 277* <input type="checkbox"/> C. Seller Financing  | <input type="checkbox"/> I. Self-Inspections             | <input type="checkbox"/> O. Interest-Bearing Account     | <input type="checkbox"/> U. Assignment                 |
| 278* <input type="checkbox"/> D. Mort. Assumption  | <input type="checkbox"/> J. Insulation Disclosure        | <input type="checkbox"/> P. Back-up Contract             | <input type="checkbox"/> V. Prop. Disclosure Stmt.     |
| 279* <input type="checkbox"/> E. FHA Financing     | <input type="checkbox"/> K. Pre-1978 Housing Stmt. (LBP) | <input type="checkbox"/> Q. Broker - Pers. Int. in Prop. | <input type="checkbox"/> Other _____                   |
| 280* <input type="checkbox"/> F. VA Financing      | <input type="checkbox"/> L. Flood Insurance Req'd.       | <input type="checkbox"/> R. Rentals                      | <input type="checkbox"/> Other _____                   |

281\* **21. ADDITIONAL TERMS:**

282\*  
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291\* Buyer (MP) ( ) and Seller (DRS) (ADS) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

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

OFFER AND ACCEPTANCE

318  
319 (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
320 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
321 delivered to Buyer no later than 5:00  a.m.  p.m. on Oct. 20, 2003, this offer will be revoked  
322 and Buyer's deposit refunded subject to clearance of funds.

323 Date: \_\_\_\_\_ Buyer: Michelle Rossias Resident Tax ID/SSN: \_\_\_\_\_  
324 Print name: 131 group, Inc.

325 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326 Print name: \_\_\_\_\_  
327 Phone: \_\_\_\_\_ Address: 9167 Brendon Lake Ct.  
328 Fax: \_\_\_\_\_ Bonita Springs, FL 34135

329 Date: 10/18/03 Seller: Donald R. Smith Tax ID/SSN: [REDACTED]  
330 Print name: DONALD R. SMITH

331 Date: 10/18/03 Seller: A. Darlene Smith Tax ID/SSN: [REDACTED]  
332 Print name: A. DARLENE SMITH  
333 Phone: [REDACTED] Address: P.O. Box 3188  
334 Fax: [REDACTED] BONITA SPGS, FLA 34133

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

337 Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)

338 Buyer (MF) and Seller (PRS) (ADS) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days from Effective Date, give Buyer written notice of whether or not Seller will make the loan.

(3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month including principal, interest,  taxes and insurance and having a  fixed  other (describe) \_\_\_\_\_ interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds \_\_\_\_\_% or the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this agreement will terminate and Buyer's deposit(s) will be returned.

#### CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or before FEB 1, 2004, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

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

(a) Seller Costs: Seller will pay taxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other: \_\_\_\_\_

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

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

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

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

(d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(e) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

#### PROPERTY CONDITION

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

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

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

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

(1) Feasibility Study: Buyer will, at Buyer's expense and within 0 days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for \_\_\_\_\_

\_\_\_\_\_ use. During the Feasibility Study Period, Buyer may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural and environmental properties; zoning and

Buyer (MP) and Seller (PRS) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

111 zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other  
112 utilities; consistency with local, state and regional growth management plans; availability of permits, government  
113 approvals, and licenses; and other inspections that Buyer deems appropriate to determine the Property's suitability  
114 for the Buyer's intended use. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate  
115 government agencies. Seller will sign all documents Buyer is required to file in connection with development or  
116 rezoning approvals.

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

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

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

138 (d) Subdivided Lands: If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any  
139 contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots,  
140 parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into  
141 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", Buyer may  
142 cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which Buyer executes  
143 this Contract. If Buyer elects to cancel within the period provided, all funds or other property paid by Buyer will be  
144 refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

145 7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing,  
146 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,  
147 or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract  
148 by written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close in  
149 accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

#### 150 TITLE

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

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

161 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and  
162 subject only to title exceptions set forth in this Contract.

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

171 (b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt  
172 of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

173 Buyer (MR) ( ) and Seller (MRS) ( ) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

174 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the  
175 defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on  
176 Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to  
177 cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from  
178 receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.  
179 (c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written  
180 notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property,  
181 encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such  
182 encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be  
183 determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal  
184 construction control line, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's  
185 location on the property, unless Buyer waives this requirement in writing.

#### 186 MISCELLANEOUS

187 **9. EFFECTIVE DATE; TIME:** The "Effective Date" of this Contract is the date on which the last of the parties initials or  
188 signs the latest offer. Time is of the essence for all provisions of this Contract. All time periods expressed as days will  
189 be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal  
190 holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a  
191 Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00  
192 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

193 **10. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's  
194 failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies  
195 will render that contingency null and void and the Contract will be construed as if the contingency did not exist.

196 **11. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
197 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
198 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
199 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
200 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
201 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
202 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

#### 206 DEFAULT AND DISPUTE RESOLUTION

207 **13. DEFAULT:** (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort,  
208 Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without  
209 waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for  
210 the full amount of the brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including  
211 timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated  
212 damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits  
213 paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

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

228 (c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by  
229 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
230 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA")  
231 or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a  
232 process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose  
233 decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed  
234 on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

235 Buyer (MP) ( ) and Seller (PRS) ( ) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

131 Group Inc.

236 will equally split the arbitrator's fees and administrative fees of arbitration. In all action to enforce an arbitration  
237 award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable  
238 attorneys' fees, costs and expenses.

239 **ESCROW AGENT AND BROKER**

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

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

265 **17. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
266 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:**  
267 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate  
268 brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such  
269 fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees  
270 as indicated below.

271	<u>BECKY SCHUMACHER</u>	_____
272	<i>Real Estate Licensee</i>	<i>Real Estate Licensee</i>
273	<u>BAY CROSSINGS REALTY</u>	_____
274	Broker / Brokerage fee: (\$ or % of Purchase Price) <u>6.0%</u>	Broker / Brokerage fee: (\$ or % of Purchase Price) _____
275	_____	_____

276 **ADDITIONAL TERMS**

277 **18. ADDITIONAL TERMS:**

278 1ST DEPOSIT WILL BE RELEASED TO SELLER UPON ACCEPTANCE. THIS WILL BE A NON-REFUNDABLE DEPOSIT  
279 FOR ANY REASON, EXCEPT FOR BREACH BY SELLER.  
280

281 2ND DEPOSIT WILL BE RELEASED TO SELLER ON DEC. 5, 2003 AND WILL BE NON-REFUNDABLE FOR ANY  
282 REASON, EXCEPT FOR BREACH BY SELLER.  
283

284 THIS CONTRACT WILL CLOSE THE LATER OF FEB. 1, 2004 OR WITHIN 30 DAYS AFTER THE CLOSE OF THE WEEKS  
285 FISH CAMP MARINA BY THE 131 GROUP.  
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295 Buyer (MP) ( ) and Seller (PRS) ( ) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

*as President*  
*131 Group Inc.*

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

**OFFER AND ACCEPTANCE**

324\* (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
325 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a  
326 copy delivered to Buyer no later than 5:00  a.m.  p.m. on SEPT 6, 2003, this offer will be  
327 revoked and Buyer's deposit refunded subject to clearance of funds.

328\* Date: 9-5-03 Buyer: *Michelle Paschke President* Tax ID/SSN: \_\_\_\_\_  
329\* Print name: 131 GROUP, INC CR 1135

330\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
331\* Print name: \_\_\_\_\_  
332\* Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
333\* Fax: \_\_\_\_\_

334\* Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
335\* Print name: \_\_\_\_\_

336\* Date: 9-8-03 Seller: *Phillip R. Smith* Tax ID/SSN: \_\_\_\_\_  
337\* Print name: PHILLIP R. SMITH  
338\* Phone: \_\_\_\_\_ Address: 25104 STILLWELL PKWY BONITA SPRINGS, FL 34135  
339\* Fax: \_\_\_\_\_

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

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

343\* Buyer *MP* (\_\_\_\_\_) and Seller *PS* (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

The Florida Association of REALTORS and local Board/Association of REALTORS make no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS and who subscribe to its Code of Ethics.

*as per [unclear]*  
131 Group Inc.



**SALES CONTRACT (RESIDENTIAL IMPROVED PROPERTY)**



SELLER: Donald C Weeks Jr  
ADDRESS: 5204 Draine St  
Bonita Springs Fl  
TELEPHONE: 34134

BUYER: 131 Group A Delaware Corp  
ADDRESS: Bonita Springs Fl  
TELEPHONE: 34134

UPON ACCEPTANCE OF THE OFFER OR COUNTEROFFER, SELLER has agreed to sell and BUYER has agreed to buy, UPON THE TERMS AND CONDITIONS WHICH FOLLOW, the real property hereafter legally described ("Property"), together with fixtures, including built-in appliances, refrigerator, stove, dishwasher, washer, dryer, ceiling fans, wall-to-wall carpeting, window coverings and \_\_\_\_\_

and the personal property, if any, as listed on the attached inventory, free from liens. The following items are specifically excluded from this Contract

**LEGAL DESCRIPTION IF THE PROPERTY IS NOT A CONDOMINIUM UNIT(S):**

From NE Cor Cor 2 Runs S. 242th W 305 TO POB Cont. W 100ft.  
th N 100ft. \_\_\_\_\_, Lee County, Florida.

**LEGAL DESCRIPTION IF THE PROPERTY IS A CONDOMINIUM UNIT(S):**

Unit(s) No. \_\_\_\_\_ of \_\_\_\_\_, a Condominium, according to the Declaration of Condominium thereof, recorded in O.R. Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of \_\_\_\_\_ County, Florida.

If applicable, SELLER shall convey SELLER's exclusive right to use Parking Space(s) \_\_\_\_\_, Cabana(s) \_\_\_\_\_, Storage Locker(s) \_\_\_\_\_, Boat Dock(s) or Slip(s) \_\_\_\_\_, or other common elements and common areas to which SELLER has an exclusive right of use and the right to convey.

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

The address of the Property is: 5204 Draine St. Bonita Springs Fl. 34134

- 1. PURCHASE PRICE: The purchase price (U.S.), which is allocated to real property only unless otherwise stated, shall be payable as follows: .....\$ [REDACTED]
  - A. Initial Deposit in escrow at this time, in the amount of Non Refundable .....\$ [REDACTED]
  - B. Additional Deposit to be received in escrow on or before \_\_\_\_\_ days after the Effective Date, in the amount of .....\$ [REDACTED]
  - C. Proceeds of mortgage, if any [See Paragraph 4.B.] .....\$ \_\_\_\_\_
  - D. Purchase Money Note and Mortgage to SELLER, if any [See Paragraph 4.C.] .....\$ \_\_\_\_\_
  - E. Other: .....\$ \_\_\_\_\_
  - F. Balance of the purchase price, by local cashiers check or wire transfer funds at closing, subject to adjustments and prorations, of approximately .....\$ [REDACTED]
- Deposit checks are accepted subject to collection.

2. **PERIOD OF OFFER AND EFFECTIVE DATE:** This offer or any counter-offer is revoked if not accepted, and notice of acceptance given to offeror or counter-offeror, by 5 (2) PM on 02 21, 2002 (Insert Date). This time limit shall apply to all offers and counteroffers unless otherwise stated. The Effective Date of this Contract shall be the last date either SELLER or BUYER signs or initials this Contract. INITIALED CHANGES MUST BE DATED, OR THE LATEST DATE SET FORTH ON THIS CONTRACT SHALL BE THE EFFECTIVE DATE. A facsimile shall be deemed an original. Offer and acceptance by facsimile is binding.

3. **CLOSING DATE AND POSSESSION:** Closing shall occur at a time of day and place selected by BUYER in the county where the Property is located, upon reasonable notice to SELLER, on Feb 15, 2002 (Insert Date), or prior to that date by written consent of both parties (the "Closing Date"). 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, unless otherwise provided herein. SELLER shall leave the dwelling(s) on the Property in broom-clean condition, and the entire Property free of debris.

4. **METHOD OF PAYMENT; FINANCING [SELECT ONE. IF NO SELECTION IS MADE, A. SHALL APPLY]:**  **A. CASH:** BUYER will pay cash, with no mortgage loan contingency;  **B. MORTGAGE LOAN CONTINGENCY:** BUYER's obligation to purchase the Property is contingent upon BUYER obtaining approval for a loan to be secured by a mortgage on the Property in at least the amount shown in 1.C. above, 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 not less than \_\_\_\_\_ years [30 years if left blank]. BUYER shall apply for the loan at BUYER's expense within \_\_\_\_\_ days after the Effective Date [10 days if left blank], and shall make a good faith effort to obtain loan approval. BUYER shall promptly notify SELLER in writing upon receipt of loan approval. Such notification shall be conclusive evidence that all terms and conditions of the loan are acceptable to BUYER, and this contingency shall be deemed satisfied. If BUYER fails to give notice to SELLER of loan approval or waiver of this contingency on or before \_\_\_\_\_ (Insert Date) [30 days from Effective Date if left blank], either SELLER or BUYER may terminate this Contract at any time, except that SELLER's right to terminate shall cease to exist if BUYER gives notice to SELLER that BUYER has received loan approval prior to SELLER giving notice of termination to BUYER;  **C. PURCHASE MONEY NOTE AND MORTGAGE TO SELLER:** The original principal amount shall be \$ \_\_\_\_\_, with an annual interest rate of \_\_\_\_\_ %, amortized over \_\_\_\_\_ years. The indebtedness evidenced by the Purchase Money Note shall balloon \_\_\_\_\_ years after the Closing Date. The periodic payments shall:  include principal and interest (each payment the same) OR  be interest only, and shall be payable:  annually  semiannually  quarterly or  monthly. Other terms and conditions of the Purchase Money Note and Mortgage to SELLER are contained in Standard A.

5. **TITLE EVIDENCE:** Within 20 days after the Effective Date, or 20 days prior to the Closing Date, whichever is earlier [SELECT ONE. IF NO SELECTION IS MADE, A. SHALL APPLY]:  **A. SELLER** shall furnish to BUYER a complete copy of SELLER's owners title insurance policy, and shall give BUYER a \$150.00 credit at closing. If SELLER fails or is unable to furnish a copy of the policy within the above time period, the credit to BUYER at closing shall increase to \$350.00, OR  **B. SELLER** shall deliver to BUYER a complete abstract of title from a company satisfactory to BUYER, certified to at least the Effective Date.

6. **COMMUNITY DEVELOPMENT DISTRICT/MUNICIPAL SERVICE OR BENEFIT TAXING UNIT:** If the Property is located within a Community Development District (CDD) or Municipal Service or Benefit Taxing Unit (MSTU) [SELECT ONE. IF NO SELECTION IS MADE, A. SHALL APPLY]:  **A. SELLER** will pay in full at closing any outstanding capital assessment balance, OR  **B. BUYER** will at closing assume any outstanding capital assessment balance. If B. is selected, the "Special Assessments/Taxes Disclosure Addendum to Sales Contract" shall be completed and signed by SELLER and BUYER, and attached to and made a part of this Contract.

7. **INSPECTIONS; WAIVER [SELECT ONE. IF NO SELECTION IS MADE, A. SHALL APPLY]:**  **A. INSPECTIONS:** BUYER reserves the right to conduct the inspections provided for in Standard D.2.A., OR  **B. WAIVER:** BUYER has determined that the Property is suitable for BUYER's intended use in the condition it exists as of the Effective Date, and waives the right to obligate SELLER to perform any Remedial Action or grant a credit in lieu thereof, however, BUYER retains the rights set forth in Standard D.2.C.(2)-(4).

8. A. OTHER TERMS AND CONDITIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. ADDENDUM: If additional terms are incorporated into this Contract by separate Addendum, attach same and indicate here .

REAL ESTATE TRANSACTION STANDARDS. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE EACH RECEIVED AND REVIEWED REAL ESTATE TRANSACTION STANDARDS A THROUGH W ON PAGES 4, 5, 6, 7 AND 8 OF THIS CONTRACT, WHICH ARE INCORPORATED IN AND MADE AN INTEGRAL PART OF THIS CONTRACT AND SHOULD NOT BE REVISED OR MODIFIED EXCEPT IN PARAGRAPH 8 OF THIS CONTRACT.

Cliff Weets  
(Seller's Signature)

Michelle Pessin as President of the 1316 Mrs  
(Buyer's Signature)

Cliff Weets  
(Seller's Printed Name)

Michelle Pessin  
(Buyer's Printed Name)

10/25/02  
(Date)  
Number)

(Social Security/Tax I.D.

10/23/02  
(Date)  
Number)

(Social Security/Tax I.D.

(Seller's Signature)

(Buyer's Signature)

(Seller's Printed Name)

(Buyer's Printed Name)

(Date)  
Number)

(Social Security/Tax I.D.

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(Social Security/Tax I.D.

**IDENTIFICATION OF REAL ESTATE BROKERS**

Transaction  
Listing Broker: Bay Crossing Realty

Selling Broker: Crystal Real Estate 290

290

**DEPOSIT RECEIPT**

Receipt of the Initial Deposit is acknowledged by  cash  wire or  check on \_\_\_\_\_ (Insert Date),  
to be held in escrow in accordance with the terms and conditions set forth in this Contract.

Received by: \_\_\_\_\_ for Cheffy Passidamo Escrow (Escrow Agent)

## REAL ESTATE TRANSACTION STANDARDS

**STANDARD A - PURCHASE MONEY NOTE AND MORTGAGE TO SELLER.** The Purchase Money Note referred to in Paragraph 4.C. of this Contract will provide for a late charge equivalent to 5% of the delinquent periodic payment amount, if payment is not received within 10 days of the due date. The Purchase Money Mortgage will require the BUYER to keep the Property insured, with SELLER named as an additional insured, against casualty loss (including flood, if in a flood zone), with coverage in an amount not less than the lesser of the maximum insurable value or full replacement value of the Property. The Purchase Money Note and Mortgage will otherwise contain terms and conditions that are customary in purchase money notes mortgages encumbering real property in the county where the Property is located, and will otherwise be in form and content reasonably acceptable to SELLER. BUYER shall be personally liable on the Purchase Money Note. BUYER shall have the right to prepay all or any part of the principal at any time with interest to the date of payment, without penalty, except that no prepayment in SELLER's fiscal year of closing is permitted without SELLER's written consent. The Purchase Money Mortgage shall contain a due-on-sale clause, and shall be a first mortgage unless otherwise noted herein.

**STANDARD B - TITLE.** Title to the Property shall be good and marketable with legal access, subject only to the following exceptions: (1) ad valorem and non ad valorem real property taxes for the year of closing and subsequent years; (2) zoning, building code and other use restrictions imposed by governmental authority; (3) outstanding oil, gas and mineral interests of record, if any; and (4) restrictions, reservations and easements common to the subdivision, provided that none of the foregoing shall prevent use of the Property for residential purposes.

**STANDARD C - INSTRUCTIONS FOR TITLE; ASSIGNMENT; TAX DEFERRED EXCHANGE.** At least 15 days prior to the Closing Date, BUYER shall deliver to SELLER the name(s), address, manner in which title will be taken, and any assignment thereby required. No assignment shall release BUYER from the obligations of this Contract unless SELLER consents in writing to such release. If either party intends to treat this transaction as a tax-deferred exchange under I.R.C. Section 1031, the other party shall cooperate in accomplishing the exchange, and hereby consents to the assignment of this Contract to a qualified exchange intermediary for that purpose, provided there is no additional cost or delay in closing and the exchangor is not released from liability under this Contract.

**STANDARD D - PROPERTY CONDITION DISCLOSURES; INSPECTIONS AND REMEDIES; ELECTION AND RESPONSE; WALK-THROUGH INSPECTION; RISK OF LOSS.**

### 1. PROPERTY CONDITION DISCLOSURES:

**A. GENERAL:** SELLER represents that SELLER knows of no facts or conditions materially affecting the value of the Property, except those which are readily observable by BUYER, or which have been disclosed to BUYER by SELLER in writing and furnished to BUYER prior to the Effective Date of this Contract or in Paragraph 8 of this Contract.

**B. RADON GAS:** Florida law requires the following disclosure: Radon is a naturally occurring radioactive gas that, when it has 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.

**C. ENERGY EFFICIENCY:** BUYER acknowledges receiving the Department of Community Affairs brochure on the Florida Building Energy Efficiency Rating System.

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

**E. SYSTEMS AND EQUIPMENT:** Except as to any facts or conditions disclosed to BUYER as required under 1.A. above, all major appliances and equipment; sprinkler, well, septic, heating, cooling, electrical and plumbing and security systems; major mechanical components; roof (including fascia and soffits); ceiling; structural walls; foundation; swimming pool, spa and pool/spa deck; seawalls; docks; boat lifts/davits and related electrical and mechanical components, if any (collectively "Systems and Equipment") are in Working Condition. "Working Condition" shall mean operating in a manner in which the Systems and Equipment were designed to operate. The roof, ceiling, interior and exterior walls, foundation, swimming pool, spa and pool/spa deck, if any, shall be considered in Working Condition if structurally sound and watertight. Seawalls and docks, if any, shall be considered in Working Condition if structurally sound. SELLER shall not be required to repair or replace any Cosmetic Condition. "Cosmetic Condition" shall mean an aesthetic imperfection which does not affect the Working Condition of the item, including corrosion; tears; worn spots; discoloration of floor covering or wallpaper or window treatments; missing or torn screens; nail holes; scratches; dents; chips; caulking; pitted pool surfaces; minor cracks in windows, driveways, sidewalks, spa/pool decks and garage, tile, lanai and patio floors; and cracked roof tiles, curling or worn shingles and limited roof life, so long as there is no evidence of structural damage or leakage.

## 2. INSPECTIONS AND REMEDIES:

**A. INSPECTION PERIOD.** BUYER shall have 15 days from the Effective Date (the "Inspection Period") to have the Property and improvements thereon inspected at BUYER's expense as follows: (1) Systems and Equipment, by an appropriately Florida licensed inspection company or licensed contractor, and/or (2) radon gas, by a Florida certified radon measurement technician or specialist, and/or (3) lead-based paint and hazards, by an EPA-certified lead exposure risk assessor, and/or (4) termites or other wood-destroying organisms, by a certified pest control operator (collectively the "Inspection Items"). Upon reasonable notice, SELLER shall provide access and utilities service to the Property to facilitate the Inspections.

**B. ELECTION AND RESPONSE.** 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 in excess of EPA action levels, and/or (3) the presence of lead-based paint or 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 (collectively the "Defective Inspection Items"), BUYER shall, within 5 days after expiration of the Inspection Period: (a) notify SELLER of any Defective Inspection Items, and (b) furnish to SELLER a 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 closing in lieu of any repairs, replacements, treatment, mitigation or other remedial action necessary to bring the Defective Inspection Items into compliance with the relevant standards set forth above (the "Remedial Action"). If BUYER elects to receive a credit, the amount of the credit shall be equivalent to the estimated costs of any Remedial Action and shall be determined not later than the earlier of SELLER's Response Deadline, or 10 days prior to the Closing Date, or (ii) have SELLER take Remedial Action at SELLER's expense prior to closing. If BUYER elects (i), SELLER shall not be required to take any Remedial Action. [If BUYER makes no election, BUYER shall be deemed to have elected to receive a credit at closing.]

Not later than 10 days from receipt of the written notice and inspection report(s) from BUYER ("SELLER's Response Deadline"), SELLER shall notify BUYER whether SELLER agrees to BUYER's request. If SELLER refuses BUYER's request by the SELLER's Response Deadline, then BUYER may terminate this Contract within 5 days of SELLER's Response Deadline. If BUYER does not elect to so terminate this Contract, BUYER is deemed to have accepted the Property in the condition it existed on the Effective Date, except that BUYER retains the rights set forth in C(2)-(4) below. If SELLER fails to respond by the SELLER's Response Deadline, SELLER shall be deemed to have refused BUYER's request and BUYER may terminate this Contract as set forth above.

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

If BUYER does not have the Inspection Items inspected, or fails to do so within the Inspection Period, or fails to timely report any Defective Inspection Items to SELLER, BUYER shall be deemed to have accepted the Property in the condition it existed on the Effective Date, except that BUYER retains the rights set forth in C(2)-(4) below.

Remedial Action shall be deemed to have been properly performed if (1) the Systems and Equipment are placed in Working Condition (as defined above), (2) radon gas within the residence on the Property is reduced to below EPA action levels, (3) lead-based paint and paint hazards on the Property are removed or contained in accordance with HUD/EPA guidelines, and (4) any active infestation of termites or other wood-destroying organisms is exterminated or treated, and all visible damage caused by active or past infestation is repaired or replaced. SELLER shall make a diligent effort to perform and complete all Remedial Action prior to the Closing Date, failing which a sum equivalent to 200% of the estimated costs of completing the Remedial Action shall be paid by SELLER into escrow at closing pending completion.

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

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

**D. RISK OF LOSS:** SELLER shall maintain the Property (including without limitation the lawn, shrubbery, and landscaping) 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 2.B. above. Any future loss and/or damage to the 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 adequate casualty insurance on all improvements on the Property until disbursement.

**STANDARD E - SELLER'S INSTRUMENTS AND EXPENSES.** SELLER shall pay for and provide, when applicable, including any sales tax due thereon: (1) the title evidence or credit specified in Paragraph 5 above; (2) a current U.C.C. encumbrance search; (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), tenant estoppel letter(s), copies 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 lender(s); (5) documentary stamps on deed; (6) real estate broker's compensation (to be disbursed by closing agent at closing); (7) utility services to the Closing Date; (8) the full amount of condominium/homeowner association special assessments and governmentally imposed liens or special assessments (other than CDD/MSTU assessments which are addressed in Paragraph 6), which are a lien or a special assessment that is certain as to the identity of the lienor or assessor, the property subject to the lien or special assessment, and the amount of the lien or special assessment, on or before the Effective Date; (9) SELLER's attorney fees, and (10) if SELLER is subject to withholding under FIRPTA, reasonable charges associated with withholding, escrowing and/or remitting funds, and/or preparing the withholding certificate application and/or tax return related thereto.

**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) preparation of, and documentary stamps, intangible tax and recording fees on, the Purchase Money Note and Mortgage to SELLER, and all costs of any institutional loan secured by BUYER; (3) title insurance; (4) recording membership approval; (5) abstract recertification or title continuation through date of deed recording; (6) survey; (7) condominium/homeowner association membership transfer fee; (8) condominium/homeowner association resale transfer fee/capital contribution; (9) pending liens or special assessments (liens or special assessments other than those described in Standard E(8)). In the event it is determined there are pending liens or special assessments which do not fall under Standard E(8) above, which were not disclosed in writing to BUYER by SELLER prior to or concurrent with the execution of this Contract, which pending liens or special assessments exceed a sum equivalent to 1% of the purchase price, BUYER may terminate this Contract, unless SELLER agrees in writing to pay the portion of such pending liens or special assessments in excess of 1% of the purchase price. SELLER agrees to pay into escrow at closing a reasonable sum to insure that the excess will be paid; and (10) BUYER's attorneys 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) ad valorem and non ad valorem real and personal property taxes based on the current year (if available), otherwise on the prior year's bill (without discount). 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 tax bill amount; (2) interest on any assumed indebtedness; (3) rents; (4) condominium/homeowner association assessments and CDD/MSTU operating and maintenance assessments; (5) county waste assessments; and (6) appliance service contracts assumed by BUYER. 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.** In the event that the Property is located in a homeowners association community, Florida law requires that before BUYER signs this Contract, SELLER shall provide to BUYER the "Homeowners Association Disclosure Summary," and that the summary be attached to and made a part of this Contract. BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL THE BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.

**STANDARD I - CONDOMINIUM RESALE DISCLOSURE; VOIDABILITY RIGHTS.** If the Property is a condominium unit(s), the following provisions are incorporated into this Contract: THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN THREE (3) DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS, RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND QUESTION AND ANSWER SHEET, IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN THREE (3) DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, RULES AND QUESTION AND ANSWER SHEET, IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. BUYER, by its execution of this Contract, hereby requests a current copy of the above referenced condominium documents.

**STANDARD J - CONDOMINIUM/HOMEOWNER ASSOCIATION PROVISIONS.** Any condominium/homeowner association reserve account(s) is included in the purchase price. If association membership approval is required, BUYER shall, within 10 days of the Effective Date, make application for same in the name(s) in which title will be taken, and shall comply with all governing requirements of the association and be responsible for securing membership approval. If no approval has been obtained prior to the Closing Date, either BUYER or SELLER may terminate this Contract. SELLER shall obtain a letter(s) from the association(s) which sets forth the amounts, periods and payment status of assessments and transfer fees and resale capital contributions, and deliver same to the BUYER at least 15 days prior to the Closing Date. Some condominiums exist upon a leasehold estate or have associated recreational leases which may require the payment of rents, taxes, maintenance, replacement and repair. BUYER takes title subject to any such lease. If the condominium exists solely upon a leasehold estate, SELLER will assign its sublease to BUYER at closing.

**STANDARD K - MORTGAGE LENDER REQUIREMENTS:** If BUYER is obtaining institutional mortgage financing in accordance with the provisions of Paragraph 4.B, the policies of the lending institution shall prevail as to the procedures for closing and disbursement of mortgage loan proceeds.

**STANDARD L - TITLE EXAMINATION AND DEFECTS; LEGAL ACCESS.** BUYER shall have 15 days from receipt of the prior policy or abstract identified in Paragraph 5 above ("Examination Period") for examination of title and determination of legal access. BUYER's obligation to purchase is conditioned on the Property having legal access to and from a public right of way sufficient for residential use. If title is found defective or legal access is found to be lacking, BUYER shall, within the Examination Period, notify SELLER specifying the 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 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 have 30 days from receipt of notice from BUYER (the "Clearance Period") to clear or remove such title defect(s), deliver possession, or provide legal access, at SELLER's expense. SELLER will use diligent effort to correct the title defect(s), deliver possession or provide legal access within the Clearance Period, including the bringing of necessary suits. SELLER shall not be liable to BUYER for damages if SELLER cannot render title marketable, deliver possession or provide legal access. If SELLER does not clear or remove the title defect(s), deliver possession or provide legal access within the Clearance Period, BUYER may elect to accept such title, possession, or access as SELLER can provide, without reduction of the purchase price, or to terminate this Contract.

**STANDARD M - SURVEY; COASTAL CONSTRUCTION CONTROL LINE.** BUYER may, at BUYER's expense, have the Property surveyed not later than 30 days prior to the Closing Date ("Survey Period"). If the survey, as certified by a registered Florida surveyor, correctly shows: (1) an encroachment onto the Property; (2) that an improvement located on the Property projects onto lands of others; (3) an improvement on the Property violates a zoning, building or other governmental use restriction; (4) an improvement on the Property violates any recorded covenant or restriction, or any covenant of this Contract; or (5) lack of legal access (collectively "Objections"), BUYER may, within the Survey Period, notify SELLER of the Objections and shall furnish a copy of the survey. The Objections shall be treated as a title defect(s). If any portion of the Property lies seaward of the Coastal Construction Control Line, as defined in § 161.053 F.S., BUYER waives the right to receive a survey or survey affidavit from SELLER delineating said line on the Property. If BUYER fails to obtain a survey 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 any Objections within the Survey Period, BUYER waives any Objections.

**STANDARD N - FUNDS ESCROW.** The undersigned escrow agent (the "Escrow Agent") will accept in escrow the deposit(s) paid under this Contract, and hold the deposit(s) in escrow until the earlier of: (1) delivery to another Escrow Agent for closing, who by acceptance agrees to these terms and becomes the Escrow Agent (the Escrow Agent holding the deposit(s) is authorized to 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 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 of the parties, at which time the Escrow Agent shall pay all of the deposit(s) to the party entitled thereto. The Escrow Agent shall not be liable for the payment of any interest, damages, attorneys fees or court costs in any action that may be brought to recover the deposit(s) held in escrow, or 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 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 paid reasonable attorneys fees and court costs, which shall be paid by the non-prevailing party. The Escrow Agent has no duty to collect or 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 within 5 days after its due date, and (b) any check for any deposit which is not paid on presentation within 5 days of learning of its dishonor. Upon written directive from BUYER, the deposit(s) shall be placed into an interest bearing account, and all interest accruing thereon shall be paid to BUYER in any event. If the Escrow Agent is a licensed real estate broker, the Escrow Agent shall comply with the requirements of Chapter 475, F.S.

**STANDARD O - ZONING.** SELLER represents and warrants that SELLER has not commenced any proceedings to change the present zoning classification of the Property, nor will SELLER initiate any such proceedings. SELLER further represents and warrants that SELLER has received no notice of the commencement by third parties of any proceedings which would affect the present zoning classification of the Property. Should SELLER receive any such notice, SELLER will promptly communicate the same to BUYER in writing, and if the proposed zoning would prevent residential use of the Property, BUYER may terminate this Contract.

**STANDARD P - FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).** A SELLER who is a U.S. citizen or resident alien and who furnishes BUYER with an affidavit attesting to same, is exempt from FIRPTA withholding. If SELLER is a foreign person or entity, BUYER shall collect from the SELLER, or deduct and withhold from the purchase price, a tax in an amount equivalent to 10% of the purchase price, unless: (1) SELLER delivers to BUYER a withholding certificate issued by the Internal Revenue Service entitling SELLER to an exemption from withholding or a reduced withholding obligation, and indemnifies BUYER for not collecting or withholding the tax or for withholding only such reduced amount as is set forth in the withholding certificate; or (2) the purchase price is not more than \$300,000.00 and BUYER executes an affidavit establishing that BUYER's acquisition of the Property is for use as a residence in accordance with the regulations of the Internal Revenue Code, and otherwise complies with all applicable regulations and requirements promulgated or imposed by the Internal Revenue Service related to that exemption. SELLER shall not be required to pay to BUYER or allow withholding by BUYER until BUYER satisfies SELLER the tax will be properly and timely remitted. Unless relieved from the obligation to do so upon the circumstances set forth above, within 10 days of the Closing Date, BUYER will file with and remit the tax to the Internal Revenue Service for the benefit of SELLER, and will provide evidence of remittance to SELLER. The collection or withholding of the tax by BUYER, or the establishment of an exemption by SELLER or BUYER as set forth herein, is a condition precedent to closing for the sole benefit of the BUYER. SELLER's failure or refusal to comply or allow compliance with the requirements of Section 1445 IRC (and regulations) shall constitute a breach of this Contract by SELLER.

**STANDARD Q - QUICK CLOSING; CLOSING DATE EXTENSION; INSURABILITY.** If the Closing Date does not allow sufficient time for performances by SELLER and BUYER within the time frames and by the deadlines set forth in this Contract, the parties agree to undertake and complete all performances, inspections, surveys, examinations, delivery of documents, notices, satisfaction of contingencies and all other actions required of or allowed by either party prior to the Closing Date, except that the statutory time period set forth in Standard I shall not be affected by this provision.

If hurricane, storm or other weather conditions result in the suspension of issuance of homeowners hazard, windstorm or flood insurance coverage where the Property is located, and as a result BUYER is unable to procure coverage as of the Closing Date, the Closing Date shall be extended for a period not to exceed 5 days after coverage becomes available. If the suspension remains in effect for a period of 30 continuous days, either SELLER or BUYER may terminate this Contract.

**STANDARD R - TIME OF PERFORMANCE AND REMEDIES.** Time is of the essence for closing title. If BUYER does not perform BUYER's obligations hereunder (except as excused by SELLER's default) all deposits made shall be paid to SELLER as liquidated damages, which shall be SELLER's exclusive remedy. If SELLER does not perform SELLER's obligations hereunder (except as excused by BUYER's default), BUYER may enforce this Contract by a suit for specific performance, damages, or may terminate this Contract.

**STANDARD S - LITIGATION; ATTORNEYS FEES AND COSTS.** In connection with any litigation concerning this Contract, the prevailing party shall be entitled to recover reasonable attorneys fees and court costs from the non-prevailing party.

**STANDARD T - NOTICE.** Any notice required or permitted under this Contract shall be in writing and shall be effective when given by a party or that party's broker or attorney to the other party or that party's broker or attorney.

**STANDARD U - MISCELLANEOUS.** The parties have agreed to deal in good faith and to diligently work toward a timely closing. The singular case or tense shall include the plural case or tense. This Contract may only be modified in writing by the parties. Unless otherwise specified to the contrary, all references in this Contract to a number of days shall mean calendar days. As used herein, the terms "real estate broker" or "broker" shall include all real estate brokers, brokerage corporations or business entities, and their respective salespersons involved in this transaction. All title evidence, condominium documents and other documents provided to BUYER by or on behalf of SELLER are the property of SELLER until closing and shall be immediately returned to SELLER if this Contract is terminated. If either SELLER or BUYER is permitted to terminate this Contract, said party shall do so by giving notice of said termination to the other party, whereupon all deposits made by BUYER shall be promptly returned to BUYER, this Contract shall be of no further force and effect, and the parties shall have no further liability to one another hereunder. The headings used in this Contract are for convenience of reference only and shall not be used for interpreting the meaning of any provisions of this Contract.

**STANDARD V - NEGOTIATED TERMS; REPRESENTATIONS .** Any and all terms negotiated between the parties must be written into this Contract. BUYER's decision to buy was based upon BUYER's own investigation of the Property. BUYER holds the broker(s) harmless from all liability or loss caused by SELLER's failure to disclose material facts in accordance with this Contract, representations regarding the Property's condition, or broker's referral, recommendation, or retention of any vendor. The parties agree that assistance to a party by a broker does not, and will not, make the broker responsible for performance.

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

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**Downing-Frye Realty, Inc.**  
3411 Tamiami Trail N.  
Naples, FL 34103  
Phone: 239-261-2244, Fax: 239-262-8899

**Residential Sale and Purchase Contract**  
FLORIDA ASSOCIATION OF REALTORS

**1. SALE AND PURCHASE:**

Christine Renee Cunningham Weeks

("Seller") and

131 Group, Inc.

("Buyer")

agree to sell and buy on the terms and conditions specified below the property described as:

Address:

5210 Draine St, Bonita Springs, FL 34134 & 5196 Draine St, Bonita Springs, FL 34134

County: Lee

Legal Description:

NE COR GOV Lts RUN S242 FT THEN W 405.5 FT TO POB CONTINUE W FOR 100 FT THEN N 100 FT (5210), E NE COR CVT LT 2 S 142 FT N 100 W 105.5 TO POB THN W 100 NE 100 S 100

Tax ID No: 07-47-25-00-00003

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are:

Fixed easements

The following attached items are excluded from the purchase:  
Mobil home on 5210 Draine Street

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

**PRICE AND FINANCING**

**2. PURCHASE PRICE:**

\$ [redacted] payable by Buyer in U.S. currency as follows.

(a) [redacted] Deposit received (checks are subject to clearance) Upon ACCEPTANCE by [redacted] for Chaffy Passidomo ("Escrow Agent")

(b) \$ [redacted] Additional deposit to be made by Jan 15, 2004, or n/a days from Effective Date.

(c) n/a Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ n/a Other: n/a

(e) \$ [redacted] Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

**3. FINANCING: (Check as applicable)**  (a) Buyer will pay cash for the Property with no financing contingency.

(b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by n/a (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period"):

(1) A commitment for new  conventional  FHA  VA financing for \$ n/a or n/a % of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum)

(2) Approval for Seller financing or assumption of mortgage (see attached addendum).

Buyer will apply for Financing within n/a days from Effective Date (5 days if left blank) and will timely provide any and all credit employment financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposits) will be returned after Escrow Agent receives proper authorization from all interested parties.

**CLOSING**

**4. CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and possession delivered on 02/15/04



46 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items  
47 removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days  
48 after the insurance suspension is lifted.

49 6. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by  
50 electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of  
51 Buyer's deed, closing agent will debit to the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph  
52 1A. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

53 (a) Seller Costs: Seller will pay taxes and surcharges on the deed and recording fees for documents needed to cure title; certified,  
54 confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date an  
55 amount equal to the fair estimate of the assessment; up to 2.0% % (1.5% if N/A blank) of the purchase price for repairs to  
56 warranted items ("Repair Limit"); and up to 2.0% % (1.5% if left blank) of the purchase price for wood-destroying organism  
57 treatment and repairs ("Termites Repair Limit"); Other: \_\_\_\_\_

58 N/A  
59 (b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing  
60 statements; loan expenses; pending special assessment liens; lender's fee policy; inspectors; survey; flood insurance;  
61 Other: \_\_\_\_\_

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

63  (1) Seller will provide a Paragraph 10(e)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
64 select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges.  
65 Each party will pay its own closing fees.

66  (2) Seller will provide the evidence as specified in Paragraph 10(e)(2).  Seller  Buyer will pay for the owner's title  
67 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien  
68 search fees, and Buyer will pay fees for title searches after closing (if any). See indemnification fees and closing fees.

69 (d) Prorations: The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
70 estate taxes, interest bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
71 the Property if same and assessments for the current year cannot be determined, the previous year's rents will be used with  
72 adjustment for assessments and improvements. Buyer is responsible for property tax increases due to change in ownership.

73 (e) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
74 Seller to provide additional cash at closing if Seller is a foreign person as defined by federal law.

75 (f) Home Warranty:  Buyer  Seller  N/A will pay for a home warranty plan issued by N/A for a  
76 cost not to exceed \$ 1,100. A home warranty plan provides for repair or replacement of many of a home's mechanical  
77 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.  
78 **PROPERTY CONDITION**

79 8. INSPECTION PERIODS: Buyer will complete the inspections referenced in Paragraphs 7 and (b)(2) by JAN 15, 2004  
80 (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by  
81 N/A (prior to closing, if left blank), and the walk-through  
82 inspection on the day before Closing Date or any other time agreeable to the parties.

83 7. REAL PROPERTY DISCLOSURE: Seller represents that Seller does not know of any facts that materially affect the value of  
84 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
85 or that are known by or have been disclosed to Buyer.

86 (a) Energy Efficiency: Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a  
87 new home, the builder's FLEPL card is attached as an addendum.

88 (b) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
89 quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
90 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
91 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
92 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
93 level to an acceptable EPA level, failing which either party may cancel this Contract.

94 (c) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
95 zone the Property is in whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
96 in the event of casualty if the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
97 below the minimum flood elevation. Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
98 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

99 (d) Homeowners' Association: If membership in a homeowners' association is mandatory, an association disclosure  
100 summary is attached and incorporated into this Contract. BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL BUYER  
101 HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.

102 8. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until  
103 closing, except for normal wear and tear ("maintenance requirement") and repairs required by the Contract. Seller will provide  
104 access and utilities for Buyer's inspections. Buyer will report all damage to the Property resulting from the inspections and  
105 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to  
106 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign of

Buyer(s) *[Signature]*

11/21/01 10:20:28

Seller(s) *[Signature]*

46 ("Closing Date"), unless extended by other provisions of this Contract. The  
47 removed on or before Closing Date. If on Closing Date insurance underwriter  
48 after the insurance suspension is lifted.

49 6. CLOSING PROCEDURE COSTS: Closing will take place in the court  
50 electronic means. If the insurance insures Buyer for title defects and  
51 Buyer's deed, closing agent will disburse at closing the net sale proceeds  
52 1%. In addition to other expenses provided in this Contract, Seller and

53 (a) Seller Costs: Seller will pay taxes and surtaxes on the deed or  
54 confirmed and ratified special assessment here and, if an impr  
55 amount equal to the total colomers of the assessment; up to n/a  
56 warranted items ("Repair Limit"); and up to n/a % (1.5%  
57 treatment and repairs ("Termite Repair Limit"); Other.

58 (b) Buyer Costs: Buyer will pay taxes and recording fees on  
59 statements; loan expenses; pending special assessment in  
60 Other

61 n/a

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

63  (1) Seller will provide a Paragraph 10(a)(1) owner's title  
64 select the title agent.  Seller  Buyer will pr  
65 Each party will pay its own closing fees.

66  (2) Seller will provide title evidence as specified in  
67 policy and select the title agent. Seller will pay fees  
68 search fees, and Buyer will pay fees for title searches.

69 (d) Prorations: The following items will be made current  
70 estate taxes, interest, bonds, assessments, association  
71 the Property if taxes and assessments for the current  
72 adjustment for assessments and improvements. Buyer

73 (e) Tax Withholding: Buyer and Seller will comply with the  
74 Seller to provide additional cash at closing if Seller is a "foreign person" as defined

75 (f) Home Warranty:  Buyer  Seller  N/A will pay for a home warranty plan term  
76 cost not to exceed \$ n/a. A home warranty plan provides for repair or replacement of  
77 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.  
78 PROPERTY CONDITIONS

79 8. INSPECTION PERIODS: Buyer will complete the inspections referenced in Paragraphs 7 and 8(A)(2) by July 15, 2004  
80 (within 10 days from Effective Date if IER blank) ("Inspection Period"); the wood-destroying organism inspection by  
81 n/a (prior to closing, if left blank), and the walk-through  
82 inspection on the day before Closing Date or any other time agreeable to the parties.

83 7. REAL PROPERTY DISCLOSURE: Seller represents that Seller does not know of any facts that materially effect the value of  
84 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
85 or that are known by or have been disclosed to Buyer.

86 (a) Energy Efficiency: Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a  
87 new home, the builder's FL-EPL card is attached as an addendum.

88 (b) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
89 quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
90 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
91 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
92 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
93 level to an acceptable EPA level, failing which either party may cancel this Contract.

94 (c) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
95 zone the Property is in whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
96 in the event of casualty if the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
97 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
98 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property

99 (d) Homeowners' Association: If membership in a homeowners' association is mandatory, an association disclosure  
100 summary is attached and incorporated into this Contract. BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL BUYER  
101 HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.

102 8. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until  
103 closing, except for normal wear and tear ("maintenance requirement") and repairs required by the Contract. Seller will provide  
104 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and  
105 return the Property to its pre-inspection condition. If Seller is unable to complete repairs or treatments prior to  
106 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will arrange all

EXECUTIVE TITLE

Michelle to sign  
give copy to them  
take copy to sharras  
keep copy for cheffy  
keep copy for file

Buyer(s) *[Signature]*

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Page 3 of 5  
Seller(s) *[Signature]*

167 assignable repair and treatment contracts to Buyer at closing.  
168 (a) Warranty, Inspections and Repair:

169 (1) Warranty: Seller warrants that non-leaded major appliances and heating, cooling, mechanical, electrical, security,  
170 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
171 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight, and  
172 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing  
173 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted  
174 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code  
175 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which  
176 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the  
177 working condition of the item, including pitted marble; missing or torn screens other than missing pool cage or screen  
178 room screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments;  
179 nail holes, scuffs, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/furniture/mirrors, and  
180 minor cracks in floor (see/windows/driveways/sidewalks/pool decks/garage and patio floors.

181 2) Professional Inspection: Buyer may have warranted items inspected by a person who specializes in and holds an  
182 occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain  
183 the items inspected ("Professional Inspector"). Buyer must within 5 days from the end of the Inspection Period, deliver  
184 written notice of any items that are not in the condition warranted and a copy of the Inspector's written report if any, to  
185 Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in  
186 subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

187 (3) Repair: Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up  
188 to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition  
189 warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the  
190 first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will  
191 choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to  
192 repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner  
193 by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may  
194 cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to  
195 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

196 (b) Wood-Destroying Organisms: "Wood-destroying organism" means arthropod or plant life, including termites, powder-post  
197 beetles, clothes borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences  
198 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to  
199 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the  
200 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5  
201 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live  
202 infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at  
203 closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have recorded damage estimated by a  
204 licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have  
205 treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termites Repair Limit. If the cost  
206 to treat and repair the Property exceeds the Termites Repair Limit, either party may pay the excess, failing which either party may  
207 cancel this Contract if Buyer fails to timely deliver the inspector's written report. Buyer accepts the Property "as is" with regard  
208 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

209 (c) Walkthrough Inspection: Buyer may walk through the Property solely to verify that Seller has made repairs required  
210 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walkthrough  
211 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

212 8. RISK OF LOSS: If any portion of the Property is damaged by fire or other casualty before closing and can be restored within  
213 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,  
214 restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer  
215 may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which  
216 either party may cancel this Contract.

TITLE

217 10. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or  
218 guardian deed as appropriate to Seller's status.

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

226 (1) A One Insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and  
227 subject only to title exceptions set forth in this Contract.

228 (2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be  
229 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the  
230 Property recorded in the public records of the county where the Property is located and certified to Effective Date.  
231 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed

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Seller(s) [Signature]

173 insurer as a base for reissuance of coverage Seller will pay for copies of all policy exceptions and an update in a format  
174 acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent,  
175 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to  
176 Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

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

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

190 MISCELLANEOUS

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

196 12. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure to  
197 deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render  
198 that contingency null and void and the Contract will be construed as if the contingency did not exist.

199 13. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
200 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
201 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
202 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
203 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
204 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
205 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

209 DEFAULT AND DISPUTE RESOLUTION

210 15. DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller  
211 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right  
212 to seek damages or to seek specific performance as per Paragraph 18. Seller will also be liable to Broker for the full amount of the  
213 brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including timely payment of all  
214 deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific  
215 performance as per Paragraph 18; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be  
216 split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

223 (b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
224 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration  
225 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
226 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
227 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
228 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
229 estate licensee named in Paragraph 18 will be submitted to arbitration only if the licensee's broker consents in writing to  
230 become a party to the proceeding. This clause will survive closing.

231 (c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by  
232 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
233 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or

Buyer(s) *[Signature]*

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Seller(s) *[Signature]*

234 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in
235 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is
236 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the
237 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally
238 split the arbitrators' fees and administrative fees of arbitration.

ESCROW AGENT AND BROKER

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

247 18. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,
249 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and
250 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records
252 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors
253 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by
255 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement
256 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,
257 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform
258 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services
259 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products
260 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for
261 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes
262 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

263 19. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer
264 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. Instruction to Closing Agent: Seller
265 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage
266 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the
267 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

268 Sharon L. Buckley
269 Real Estate License
270 Downing-Frye Realty, Inc.
271 Broker's Brokerage fee: (5 or % of Purchase Price) 3%
272 To be paid by Seller

Recky Schenacker
Real Estate License
Buy Crossing Realty
Broker's Brokerage fee: (5 or % of Purchase Price) 2.5%
To be paid by Buyer

ADDENDA AND ADDITIONAL TERMS

- 273 20. ADDENDA: The following additions/terms are included in addenda and incorporated into this Contract (check if applicable)
274 [ ] A. Condo Assn [ ] G. New Mort Rates [ ] M. Housing Older Persons [ ] S. Sale of Buyer's Property
275 [ ] B. Homeowners' Assn. [ ] H. As Is w/Right to Inspect [ ] N. Unimproved/Ag. Prop [ ] T. Rezoning
276 [ ] C. Seller Financing [ ] I. Self-Inspections [ ] O. Interest-Bearing Account [ ] U. Assignment
277 [ ] D. Mort. Assumption [ ] J. Insulation Disclosure [ ] P. Back-up Contract [ ] V. Prop. Disclosure Stmt.
278 [ ] E. FHA Financing [ ] K. Pre-1978 Housing Stmt. (LBP) [ ] Q. Broker - Pars. Int. in Prop. [ ] Over p/a
279 [ ] F. VA Financing [ ] L. Flood Insurance Req'd. [ ] R. Rentals [ ] Other p/a

281 21. ADDITIONAL TERMS:
282 \$1,000.00 non-refundable deposit shall be paid to Seller on November 14, 2003
Buyer to pay for Doc Stamps, Title Insurance and Real Estate Commissions to Buy Crossings
Realty.
Seller shall pay Real Estate taxes and a Real Estate Commission of 3% to Downing-Frye
Realty, Inc.
Seller shall at Seller's expense have 90 days after closing to remove trailer and clean
lots.
All days will be computed in Calendar Days

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

FAR# Residential Sale and Purchase Contract, Rev. 10-00
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RealFAST® Form, Box 4700, Frisco, CO 80443, version 6.07, OR#FAR#2001, Reg# PFLFAR210344
Compiled by: Sharon L. Buckley, Downing-Frye Realty, Inc.

Buyer(s) [Signature]

11/01/01 16:21:08

Seller(s) [Signature]

NOV-11-2003 16:40 FROM:

TO: 279 948 6619 P. 7

NOV-11-2003 15:08 FROM:

TO: 6635847541-7384 P. 7/7

134  
 135 **OFFER AND ACCEPTANCE**  
 136  Buyer received a written real property disclosure statement from Seller before making this Offer.  
 137 Seller offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
 138 is delivered to Buyer no later than 4:00  p.m.  a.m. on November 11, 2003, this offer will be rejected  
 139 and Buyer's deposit returned subject to disclosure of funds.

DATE 11-11-03 BUYER Michelle Person as President  
 131 Group, Inc. AS pres 131 Group

SOLD BY Julius & Rose Christine Cunningham  
 CHRISTIAN ROSE CUNNINGHAM REALTY

140  Buyer accepts Seller's offer to accept the subject offer. Buyer must sign or initial the BUYER offered terms and deliver a copy  
 141 of the acceptance to Seller by 6:00 p.m. on 11/11/03.  Buyer rejects Seller's offer.

142 Effective Date: 11/11/03 (The date on which the last party signed or initialed acceptance of the final offer.)

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 REALTOR® Form 684 (7/03) Form 684 (7/03), Version 6.07, CONTRACTS 2003: Page 02 (1/1/03)  
 Created by: Sharon L. Gandy, Managing Director



1\* **1. SALE AND PURCHASE: ALAN WEEKS** ("Seller")  
2\* and **131 GROUP, INC OR ASSIGNS** ("Buyer")

3 agree to sell and buy on the terms and conditions specified below the property described as:  
4\* Address: **5212 DRAINE ST BONITA SPRINGS, FL. 34134**

5\* County: **LEE**  
6\* Legal Description: **FROM NE COR GOVT LOT 2 RUN S 242 FT TH W 505.5 FT TO POB**  
7\* Tax ID No: **07-47-25-00-00003.0110**

8 together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans,  
9 light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included  
10\* in the purchase are:

11\*  
12\*  
13\* The following attached items are excluded from the purchase: **ANY AND ALL STRUCTURES.**  
14\*

15 The real and personal property described above as included in the purchase is referred to as the "Property." Personal property  
16 listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

17 **PRICE AND FINANCING**

18\* **2. PURCHASE PRICE:** \$ [redacted] payable by Buyer in U.S. currency as follows:  
19\* (a) \$ [redacted] Deposit received (checks are subject to clearance) **NOV. 5**, 2003 by

20\* \_\_\_\_\_ for **CHEFFY PASSIDOMO** ("Escrow Agent")  
21\* *Signature* *Name of Company*

22\* (b) \$ [redacted] Additional deposit to be made by **JAN 15**, 2004 or \_\_\_\_\_ days from  
23\* Effective Date.

24\* (c) \_\_\_\_\_ Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

25\* (d) \$ \_\_\_\_\_ Other: \_\_\_\_\_

26\* (e) \$ [redacted] Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds  
27\* paid at closing must be paid by locally drawn cashier's check, official bank check or wired funds.

28\* **3. FINANCING:** (Check as applicable)  (a) Buyer will pay cash for the Property with no financing contingency.  
29\*  (b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by \_\_\_\_\_  
30\* (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period"):  
31\*  (1) A commitment for new  conventional  FHA  VA financing for \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price (plus  
32\* any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).  
33\*  (2) Approval for Seller financing or assumption of mortgage (see attached addendum).

34\* Buyer will apply for Financing within \_\_\_\_\_ days from Effective Date (5 days if left blank) and will timely provide any and all credit,  
35\* employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using  
36\* diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment  
37\* by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer  
38\* elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-  
39\* provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives  
40\* proper authorization from all interested parties.

41 **CLOSING**

42\* **4. CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and possession delivered on **FEB 15**, 2004  
43\* ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items  
44\* removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days  
45\* after the insurance suspension is lifted.

46\* **5. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be conducted  
47\* by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of  
48\* Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph

49\* Buyer (JP) (\_\_\_\_\_) and Seller (ALW) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

50 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the amounts indicated below.  
51 (a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified,  
52 confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an  
53 amount equal to the last estimate of the assessment; Other: \_\_\_\_\_  
54 (b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and  
55 financing statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood  
56 insurance; home warranty plan; Other: **BUYER TO PAY ALL FEE'S FOR CLOSING OF CONTRACT.**  
57 (c) Title Evidence and Insurance: Check (1) or (2):  
58  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
59 select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges.  
60 Each party will pay its own closing fees.  
61  (2) Seller will provide title evidence as specified in Paragraph 10(a)(2).  Seller  Buyer will pay for the owner's title  
62 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien  
63 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.  
64 (d) Prorations: The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
65 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of the  
66 Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
67 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.  
68 (e) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
69 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

70 **PROPERTY CONDITION**

71 6. INSPECTION PERIODS: Buyer will complete any and all inspections of the Property by N/A  
72 (within 10 days from Effective Date if left blank) ("Inspection Period"); and the walk-through inspection on the day before  
73 Closing Date or any other time agreeable to the parties.

74 7. REAL PROPERTY DISCLOSURE: Seller represents that Seller does not know of any facts that materially affect the value of  
75 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
76 or that are known by or have been disclosed to Buyer.

77 (a) Energy Efficiency: Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this  
78 is a new home, the builder's FL-EPL card is attached as an addendum.

79 (b) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
80 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
81 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
82 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed  
83 person test the Property for radon. If the radon exceeds acceptable EPA standards, Seller may choose to reduce the radon  
84 level to an acceptable EPA level, failing which either party may cancel this Contract.

85 (c) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
86 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and  
87 rebuilding in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard area and the  
88 buildings are built below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller  
89 within 20 days from Effective Date, failing which Buyer accepts existing elevation of the buildings and zone designation of  
90 the Property.

91 (d) Homeowners' Association: If membership in a homeowners' association is mandatory, an association disclosure  
92 summary is attached and incorporated into this Contract. BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL BUYER  
93 HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.

94 8. As Is With Right to Inspect: Seller makes no warranties other than marketability of title. Seller will keep the Property in the  
95 same condition from Effective Date until closing, except for normal wear and tear ("maintenance requirement"), and will  
96 convey the Property in its "as is" condition with no obligation to make any repairs.

97 (a) Inspection Right; Seller Obligations: Buyer may, at Buyer's expense, conduct professional and walk-through inspections  
98 as described below. If Buyer fails to timely conduct any inspection which Buyer is entitled to make under this paragraph,  
99 Buyer waives the right to the inspection and accepts the Property "as is." Seller will provide access and utilities for Buyer's  
100 inspections. Buyer will repair all damages to the Property resulting from the inspections and return the Property to its pre-  
101 inspection condition.

102 (b) Professional Inspections: The inspection(s) will be by a person who specializes in and holds an occupational license (if  
103 required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected.

104 (c) Cancellation Right: Buyer may cancel this Contract by written notice to Seller within \_\_\_\_\_ days (within 5 days if left blank)  
105 from the end of the Inspection Period if the estimated cost of treatment and repairs determined to be necessary by Buyer is  
106 greater than \$ \_\_\_\_\_. For the cancellation to be effective, Buyer must include in the written notice a copy of the

107 Buyer (AW) ( ) and Seller (AW) ( ) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.  
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108 inspector's written report, if any, treatment and repair estimates from the inspector or person(s) holding an appropriate  
109 Florida license to repair the items inspected. Any conditions not reported in a timely manner will be deemed acceptable to  
110 Buyer.

111 (d) Walk-through Inspection: Buyer may walk through the Property solely to verify that Seller has fulfilled the contractual  
112 obligations. No other issues may be raised as a result of the walk-through inspection.

113 9. RISK OF LOSS: If any portion of the Property is damaged by fire or other casualty before closing and can be restored  
114 within 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's  
115 expense, restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in  
116 time, Buyer may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing,  
117 failing which either party may cancel this Contract.

#### TITLE

118  
119 10. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or  
120 guardian deed as appropriate to Seller's status.

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

129 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and  
130 subject only to title exceptions set forth in this Contract.

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

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

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

#### MISCELLANEOUS

153  
154 11. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs  
155 the latest offer. Time is of the essence for all provisions of this Contract. All time periods will be computed in business days (a  
156 "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday,  
157 Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local  
158 time (meaning in the county where the Property is located) of the appropriate day.

159 12. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure to  
160 deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render  
161 that contingency null and void and the Contract will be construed as if the contingency did not exist.

162\* Buyer (WP) ( ) and Seller (FW) ( ) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

163 **13. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
164 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
165 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
166 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
167 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
168 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
169 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

#### 173 **DEFAULT AND DISPUTE RESOLUTION**

174 **15. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort,  
175 Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without  
176 waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for  
177 the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including  
178 timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated  
179 damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits  
180 paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

187 (b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
188 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration  
189 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
190 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
191 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
192 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
193 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to  
194 become a party to the proceeding. This clause will survive closing.

195 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
196 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
197 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA")  
198 or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a  
199 process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose  
200 decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on  
201 by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will  
202 equally split the arbitrators' fees and administrative fees of arbitration.

#### 203 **ESCROW AGENT AND BROKER**

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

212 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that  
213 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
214 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and  
215 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the  
216 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records  
217 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors  
218 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property  
219 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by

220 Buyer (WR) ( ) and Seller (AW) ( ) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

221 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement  
 222 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,  
 223 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform  
 224 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services  
 225 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products  
 226 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for  
 227 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes  
 228 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

229 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
 230 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller  
 231 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage  
 232 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the  
 233 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

234\* \_\_\_\_\_

235 Real Estate Licensee \_\_\_\_\_ Real Estate Licensee \_\_\_\_\_

236\* \_\_\_\_\_

237\* Broker / Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_ Broker / Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_

238\* \_\_\_\_\_

239 **ADDENDA AND ADDITIONAL TERMS**

240 **20. ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):

- |  |  |  |  |
|--|--|--|--|
| 241* <input type="checkbox"/> A. Condo. Assn.      | <input type="checkbox"/> G. New Mort. Rates                      | <input type="checkbox"/> M. Housing Older Persons        | <input type="checkbox"/> S. Sale of Buyer's Property |
| 242* <input type="checkbox"/> B. Homeowners' Assn. | <input checked="" type="checkbox"/> H. As is w/ Right to Inspect | <input type="checkbox"/> N. Unimproved/Ag. Prop.         | <input type="checkbox"/> T. Rezoning                 |
| 243* <input type="checkbox"/> C. Seller Financing  | <input type="checkbox"/> I. Self-Inspections                     | <input type="checkbox"/> O. Interest-Bearing Account     | <input type="checkbox"/> U. Assignment               |
| 244* <input type="checkbox"/> D. Mort. Assumption  | <input type="checkbox"/> J. Insulation Disclosure                | <input type="checkbox"/> P. Back-up Contract.            | <input type="checkbox"/> V. Prop. Disclosure Stmt.   |
| 245* <input type="checkbox"/> E. FHA Financing     | <input type="checkbox"/> K. Pre-1978 Housing Stmt. (LBP)         | <input type="checkbox"/> Q. Broker - Pers. Int. in Prop. | <input type="checkbox"/> Other _____                 |
| 246* <input type="checkbox"/> F. VA Financing      | <input type="checkbox"/> L. Flood Insurance Req'd.               | <input type="checkbox"/> R. Rentals                      | <input type="checkbox"/> Other _____                 |

247\* **21. ADDITIONAL TERMS:**

- 248\* **1. BUYER TO PAY ALL CLOSING COST.**
- 249\*
- 250\* **2. ALL DEPOSITS WILL BE NON-REFUNDABLE.**
- 251\*
- 252\* **3. SELLER MAY AT HIS ELECTION REMOVE ANY AND ALL ITEMS LOCATED ON PROPERTY.**
- 253\*
- 254\* **4. SELLER WILL HAVE UNTIL JULY 31, 2004 TO VACATE THE PROPERTY.**
- 255\*
- 256\* **5. \$1000.00 WILL BE RELEASED TO SELLER BY NOV. 5, 2004 @ 5:00 PM.**
- 257\*
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278\* Buyer (MP) (\_\_\_\_\_) and Seller (AW) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.  
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317 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

OFFER AND ACCEPTANCE

318 (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
319 Buyer offers to purchase the Property on the above terms and conditions. If this Contract is signed by Seller and a copy  
320 delivered to Buyer no later than \$             a.m.  p.m. on NOV. 3 2003, this offer will be revoked  
321 and Buyer's deposit refunded subject to clearance of funds.  
322

323 Date: NOV. 1, 2003 Buyer: Michelle Person as President Tax ID/SSN: \_\_\_\_\_  
324 Print name: LBI GROUP, INC

325 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326 Print name: \_\_\_\_\_  
327 Address: 9167 BRENOON CORK Ln  
328 Bonita Springs, FL 34135

329 Date: 11-4-03 Seller: Allan Weeks Tax ID/SSN: \_\_\_\_\_  
330 Print name: ALLAN WEEKS

331 Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
332 Print name: \_\_\_\_\_  
333 Address: 27430 Ridge Rd  
334 Bonita Gorda FL 33982

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

337 Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)

338 Buyer (MP) and Seller (AW) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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1. SALE AND PURCHASE: Robert Garcia ("Seller") and 131 Group, Inc ("Buyer")

agree to sell and buy on the terms and conditions specified below the property described as:

Address: 3216 Draine St. Bonita Springs, FL 34134 County: Lee

Legal Description: From NE Cor Govt Lott 2 Run S242 Ft th W 605.5 ft for pob th cont w 100 ft th n Tax ID No: 07-47-25-00-00003.0120

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are:

The following attached items are excluded from the purchase:

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

2. PURCHASE PRICE: PRICE AND FINANCING

(a) \$ 100,000 payable by Buyer in U.S. currency as follows: Deposit received (checks are subject to clearance) Oct 21, 2003, by Cherry Pasidomo ("Escrow Agent")

+ in 5 Days (Oct 27 2003) for Cherry Pasidomo Signature Name of Company

(b) \$ 10,000 Additional deposit to be made by Jan 15, 2004 or      days from Effective Date.

(c) Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$      Other:

(e) \$      Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable)  (a) Buyer will pay cash for the Property with no financing contingency.

(b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by      (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period"):

(1) A commitment for new  conventional  FHA  VA financing for \$      or      % of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).

(2) Approval for Seller financing or assumption of mortgage (see attached addendum).

Buyer will apply for Financing within      days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on FEB 15, 2004 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment; up to NA % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to NA % (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other:

Buyer (WP) and Seller (RS) acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.

56 (b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing  
57 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance.  
58 Other:

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

60  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
61 select the title agent.  Buyer will pay for the owner's title policy, search, examination and related charges.  
62 Each party will pay its own closing fees.

63  (2) Seller will provide title evidence as specified in Paragraph 10(a)(2).  Seller  Buyer will pay for the owner's title  
64 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien  
65 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

66 (d) Prorations: The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

70 (e) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
71 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

72 (f) Home Warranty:  Buyer  Seller  N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a  
73 cost not to exceed \$ \_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
74 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

75 **PROPERTY CONDITION**

76 6. INSPECTION PERIODS: Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by \_\_\_\_\_  
77 \_\_\_\_\_ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by  
78 \_\_\_\_\_ (prior to closing, if left blank); and the walk-through  
79 inspection on the day before Closing Date or any other time agreeable to the parties.

80 7. REAL PROPERTY DISCLOSURE: Seller represents that Seller does not know of any facts that materially affect the value of  
81 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
82 or that are known by or have been disclosed to Buyer.

83 (a) Energy Efficiency: Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a  
84 new home, the builder's FL-EPL card is attached as an addendum.

85 (b) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
86 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
87 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
88 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
89 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
90 level to an acceptable EPA level, failing which either party may cancel this Contract.

91 (c) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
92 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
93 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
94 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
95 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

96 (d) Homeowners' Association: If membership in a homeowners' association is mandatory, an association disclosure  
97 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL  
98 BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

99 8. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until  
100 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide  
101 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and  
102 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to  
103 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all  
104 assignable repair and treatment contracts to Buyer at closing.

105 (a) Warranty, Inspections and Repair:

106 (1) Warranty: Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
107 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
108 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and  
109 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing  
110 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted  
111 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code  
112 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which  
113 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

114 Buyer (RG) and Seller (RG) acknowledge receipt of a copy of this page, which is Page 2 of 15 Pages.

116 working condition of the item, including pitted marcite; missing or torn screens other than missing pool cage or screen  
118 room screens; clogged windows; tears, worn spots and discoloration of floor coverings/wallpaper/window treatments;  
117 nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and  
119 minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

119 (2) Professional Inspection: Buyer may have warranted items inspected by a person who specializes in and holds an  
120 occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain  
121 the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver  
122 written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to  
123 Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in  
124 subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

125 (3) Repair: Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up  
126 to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition  
127 warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the  
128 first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will  
129 choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to  
130 repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner  
131 by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may  
132 cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to  
133 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

134 (b) Wood-Destroying Organisms: "Wood-destroying organism" means arthropod or plant life, including termites, powder-post  
135 beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.  
136 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to  
137 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the  
138 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5  
139 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live  
140 infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at  
141 closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a  
142 licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have  
143 treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost  
144 to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may  
145 cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard  
146 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

147 (c) Walk-through Inspection: Buyer may walk through the Property solely to verify that Seller has made repairs required  
148 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through  
149 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

150 9. RISK OF LOSS: If any portion of the Property is damaged by fire or other casualty before closing and can be restored within  
151 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,  
152 restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer  
153 may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which  
154 either party may cancel this Contract.

155 TITLE

156 10. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or  
157 guardian deed as appropriate to Seller's status.

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

165 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and  
166 subject only to title exceptions set forth in this Contract.

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

175 (b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of  
176 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

177 Buyer ( ) (MP) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.  
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178 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects  
179 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing  
180 Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the  
181 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of  
182 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.  
183 (c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to  
184 Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property; encroachments by the  
185 Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated  
186 in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b)  
187 above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or  
188 survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

#### 189 MISCELLANEOUS

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

195 **12. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure  
196 to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will  
197 render that contingency null and void and the Contract will be construed as if the contingency did not exist.

198 **13. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
199 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
200 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
201 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
202 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
203 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
204 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

#### 208 DEFAULT AND DISPUTE RESOLUTION

209 **15. DEFAULT:** (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller  
210 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right  
211 to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the  
212 brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including timely payment of all  
213 deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific  
214 performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be  
215 split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

222 (b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
223 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration  
224 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
225 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
226 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
227 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
228 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to  
229 become a party to the proceeding. This clause will survive closing.

230 (c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by  
231 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
232 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
233 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
234 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
235 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the

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237 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally  
238 split the arbitrators' fees and administrative fees of arbitration.

239 **ESCROW AGENT AND BROKER**

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

247 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that  
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
249 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and  
250 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the  
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records  
252 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors  
253 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property  
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by  
255 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement  
256 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,  
257 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform  
258 contractual obligations, (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services  
259 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products  
260 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for  
261 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes  
262 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

263 **19. BROKERS:** The license(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
264 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller  
265 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage  
266 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the  
267 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

268 <b>BOB GARCIA</b>	<b>BECKY SCHUMACHER</b>
269 Real Estate Licensee	Real Estate Licensee
270	<b>BAY CROSSINGS REALTY</b>
271 <input checked="" type="checkbox"/> Broker / Brokerage fee: (\$ or % of Purchase Price)	Broker / Brokerage fee: (\$ or % of Purchase Price) <input checked="" type="checkbox"/>
272	

273 **ADDENDA AND ADDITIONAL TERMS**

- 274 **20. ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):
- |   |  |  |  |
|---|--|--|--|
| 275 <input type="checkbox"/> A. Condo: Assn.      | <input type="checkbox"/> G. New Mort. Rates              | <input type="checkbox"/> M. Housing Older Persons        | <input type="checkbox"/> S. Sale of Buyer's Property |
| 276 <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> H. As Is w/Right to Inspect     | <input type="checkbox"/> N. Unimproved/Ag. Prop.         | <input type="checkbox"/> T. Rezoning                 |
| 277 <input type="checkbox"/> C. Seller Financing  | <input type="checkbox"/> I. Self-Inspections             | <input type="checkbox"/> O. Interest-Bearing Account     | <input type="checkbox"/> U. Assignment               |
| 278 <input type="checkbox"/> D. Mort. Assumption  | <input type="checkbox"/> J. Insulation Disclosure        | <input type="checkbox"/> P. Back-up Contract             | <input type="checkbox"/> V. Prop. Disclosure Stmt.   |
| 279 <input type="checkbox"/> E. FHA Financing     | <input type="checkbox"/> K. Pre-1978 Housing Stmt. (LBP) | <input type="checkbox"/> Q. Broker - Pers. Int. In Prop. | <input type="checkbox"/> Other _____                 |
| 280 <input type="checkbox"/> F. VA Financing      | <input type="checkbox"/> L. Flood Insurance Req'd.       | <input type="checkbox"/> R. Rentals                      | <input type="checkbox"/> Other _____                 |

281 **21. ADDITIONAL TERMS:**

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Seller needs until the End of <sup>July</sup> 2004  
to move Home and Garage and has  
the right to do so

291 Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.  
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317 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

318 OFFER AND ACCEPTANCE

319 (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
320 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
321 delivered to Buyer no later than 5  a.m.  p.m. on Oct 21 2003, this offer will be revoked  
322 and Buyer's deposit refunded subject to clearance of funds. OCT 23 2003 RG

323 Date: 10-18-03 Buyer: Michele Person as President Tax ID/SSN: \_\_\_\_\_  
324 Print name: 131 GROUP, INC

325 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326 Print name: \_\_\_\_\_  
327 Phone: \_\_\_\_\_ Address: 9167 BRENOON COVE Ln  
328 Fax: \_\_\_\_\_ Sanita Springs, FL 34135

329 Date: 10-20-03 Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
330 Print name: Robert Garcia

331 Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
332 Print name: \_\_\_\_\_  
333 Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
334 Fax: \_\_\_\_\_

335  Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy  
336 of the acceptance to Seller by 5:00 p.m. on OCT 23 2003),  Seller rejects Buyer's offer.

337 Effective Date: 10-20-03 (The date on which the last party signed or initialed acceptance of the final offer.)

338 Buyer (RG) and Seller (RG) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.  
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#5



1. SALE AND PURCHASE: GERALD G HUBBARD ("Seller")  
 and 131 Group, Inc ("Buyer")  
 agree to sell and buy on the terms and conditions specified below the property described as:  
 Address: 5220 Draine St, Bonita Springs, FL 34134

Legal Description: FR 242 FT S OF NE Cor Govt Lot 2 Run W 765.5 ft for pob th cont w 100 ft th n County: Lee

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are:  
 Tax ID No: 07-47-25-00-00003,0100

The following attached items are excluded from the purchase:

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

2. PURCHASE PRICE: \$ 2,000,000 payable by Buyer in U.S. currency as follows:  
 (a) \$ 2,000,000 Deposit received (checks are subject to clearance) Oct 21 2003 by Chef Ty Passidomo ("Escrow Agent")  
 Signature Chef Ty Passidomo Name of Company  
 (b) \$ 2,000,000 Additional deposit to be made by Jan 15 2004 or      days from Effective Date.  
 (c)      Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)  
 (d) \$ 2,000,000 Other:  
 (e) \$ 2,000,000 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable)  (a) Buyer will pay cash for the Property with no financing contingency.  
 (b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by      (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period");  
 (1) A commitment for new  conventional  FHA  VA financing for \$      or      % of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).  
 (2) Approval for Seller financing or assumption of mortgage (see attached addendum).  
 Buyer will apply for Financing within      days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on FEB 15 2004 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.  
 (a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment; up to NA % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to NA % (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other:

Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

56 (b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing  
57 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;  
58 Other:

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

60  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
61 select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges.  
62 Each party will pay its own closing fees.

63  (2) Seller will provide title evidence as specified in Paragraph 10(a)(2).  Seller  Buyer will pay for the owner's title  
64 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien  
65 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

66 (d) Prorations: The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

70 (e) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
71 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

72 (f) Home Warranty:  Buyer  Seller  N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a  
73 cost not to exceed \$ \_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
74 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

75 **PROPERTY CONDITION**

76 6. INSPECTION PERIODS: Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by \_\_\_\_\_  
77 \_\_\_\_\_ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by  
78 \_\_\_\_\_ (prior to closing, if left blank); and the walk-through  
79 inspection on the day before Closing Date or any other time agreeable to the parties.

80 7. REAL PROPERTY DISCLOSURE: Seller represents that Seller does not know of any facts that materially affect the value of  
81 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
82 or that are known by or have been disclosed to Buyer.

83 (a) Energy Efficiency: Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a  
84 new home, the builder's FL-EPL card is attached as an addendum.

85 (b) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
86 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
87 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
88 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
89 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
90 level to an acceptable EPA level, failing which either party may cancel this Contract.

91 (c) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
92 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
93 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
94 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
95 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

96 (d) Homeowners' Association: If membership in a homeowners' association is mandatory, an association disclosure  
97 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL  
98 BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

99 8. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until  
100 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide  
101 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and  
102 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to  
103 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all  
104 assignable repair and treatment contracts to Buyer at closing.

105 (a) Warranty, Inspections and Repair:

106 (1) Warranty: Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
107 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
108 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and  
109 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing  
110 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted  
111 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code  
112 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which  
113 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

114 Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

115 working condition of the item, including pitted marcite; missing or torn screens other than missing pool cage or screen  
116 room screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments;  
117 nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and  
118 minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

119 (2) **Professional Inspection:** Buyer may have warranted items inspected by a person who specializes in and holds an  
120 occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain  
121 the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver  
122 written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to  
123 Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in  
124 subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

125 (3) **Repair:** Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up  
126 to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition  
127 warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the  
128 first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will  
129 choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to  
130 repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner  
131 by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may  
132 cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to  
133 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

134 (b) **Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post  
135 beetles; oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.  
136 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to  
137 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the  
138 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5  
139 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live  
140 infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at  
141 closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a  
142 licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have  
143 treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost  
144 to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may  
145 cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard  
146 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

147 (c) **Walk-through Inspection:** Buyer may walk through the Property solely to verify that Seller has made repairs required  
148 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through  
149 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

150 **9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within  
151 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,  
152 restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer  
153 may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which  
154 either party may cancel this Contract.

#### 155 TITLE

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

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

165 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and  
166 subject only to title exceptions set forth in this Contract.

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

175 (b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of  
176 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

177 Buyer ( [Signature] ) and Seller ( [Signature] ) acknowledges receipt of a copy of this page, which is Page 3 of 6 Pages.

178 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects  
179 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing  
180 Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the  
181 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of  
182 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.  
183 (c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to  
184 Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the  
185 Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated  
186 in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b)  
187 above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or  
188 survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

#### 189 MISCELLANEOUS

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

195 12. **NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure  
196 to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will  
197 render that contingency null and void and the Contract will be construed as if the contingency did not exist.

198 13. **COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
199 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
200 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
201 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
202 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
203 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
204 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

#### 208 DEFAULT AND DISPUTE RESOLUTION

209 15. **DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller  
210 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right  
211 to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the  
212 brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all  
213 deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific  
214 performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be  
215 split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

222 (b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
223 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration  
224 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
225 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
226 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
227 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
228 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to  
229 become a party to the proceeding. This clause will survive closing.

230 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
231 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
232 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
233 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
234 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
235 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the

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237 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally  
238 split the arbitrators' fees and administrative fees of arbitration.

239 **ESCROW AGENT AND BROKER**

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

247 18. **PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that  
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
249 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and  
250 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the  
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records  
252 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors  
253 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property  
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by  
255 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement  
256 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,  
257 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform  
258 contractual obligations (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services  
259 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products  
260 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for  
261 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes  
262 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

263 19. **BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
264 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. Instruction to Closing Agent: Seller  
265 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage  
266 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the  
267 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

268 <b>BOB GARCIA</b>	<b>BECKY SCHUMACHER</b>
269 Real Estate Licensee	Real Estate Licensee
270 _____	_____
271 Broker / Brokerage fee: (\$ or % of Purchase Price) <u>2%</u>	Broker / Brokerage fee: (\$ or % of Purchase Price) <u>2%</u>
272 _____	_____

273 **ADDENDA AND ADDITIONAL TERMS**

274 20. **ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):

275 <input type="checkbox"/> A. Condo. Assn.	<input type="checkbox"/> G. New Mort. Rates	<input type="checkbox"/> M. Housing Older Persons	<input type="checkbox"/> S. Sale of Buyer's Property
276 <input type="checkbox"/> B. Homeowners' Assn.	<input type="checkbox"/> H. As Is w/Right to Inspect	<input type="checkbox"/> N. Unimproved/Ag. Prop.	<input type="checkbox"/> T. Rezoning
277 <input type="checkbox"/> C. Seller Financing	<input type="checkbox"/> I. Self-Inspections	<input type="checkbox"/> O. Interest-Bearing Account	<input type="checkbox"/> U. Assignment
278 <input type="checkbox"/> D. Mort. Assumption	<input type="checkbox"/> J. Insulation Disclosure	<input type="checkbox"/> P. Back-up Contract	<input type="checkbox"/> V. Prop. Disclosure Stmt.
279 <input type="checkbox"/> E. FHA Financing	<input type="checkbox"/> K. Pre-1978 Housing Stmt. (LBP)	<input type="checkbox"/> Q. Broker - Pers. Int. In Prop.	<input type="checkbox"/> Other _____
280 <input type="checkbox"/> F. VA Financing	<input type="checkbox"/> L. Flood Insurance Req'd.	<input type="checkbox"/> R. Rentals	<input type="checkbox"/> Other _____

281 21. **ADDITIONAL TERMS:**

282 seller needs until the End of <sup>July</sup> 2004  
283 to move Home and Garage and has  
284 the right to do so  
285  
286  
287  
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291 Buyer UP and Seller Beck acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.  
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317 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

**OFFER AND ACCEPTANCE**

318 (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
 320 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
 321 delivered to Buyer no later than 5  a.m.  p.m. on OCT 21 2003, this offer will be revoked  
 322 and Buyer's deposit refunded subject to clearance of funds. OCT 23 2003 AKH

323 Date: 0-18-03 Buyer: Michelle Person as President Tax ID/SSN: \_\_\_\_\_  
 324 Print name: LJI GROUP, INC

325 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
 326 Print name: \_\_\_\_\_

327 Phone: \_\_\_\_\_ Address: 9167 BRENDON COVE LN  
 328 Fax: \_\_\_\_\_ BOYNTON SPRINGS, FL 33413-5

329 Date: 10-20-03 Seller: Gerald G. Hubbard Tax ID/SSN: \_\_\_\_\_  
 330 Print name: GERALD G. HUBBARD

331 Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
 332 Print name: \_\_\_\_\_

333 Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
 334 Fax: \_\_\_\_\_

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

337 Effective Date: 10-20-03 (The date on which the last party signed or initialed acceptance of the final offer.)

338 Buyer (AKH) and Seller (AKH) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.  
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1. SALE AND PURCHASE: RUTH & L E PETTY ("Seller")  
and 131 Group, Inc ("Buyer")

agree to sell and buy on the terms and conditions specified below the property described as:  
Address: 5228 Draine St. Bonita Springs, FL 34134

County: Lee

Legal Description: PAR L IN NE 1/4 SEC 7 TWP 47 R 25 DESC IN OR 890 P 626 Tax ID No: 07-47-25-00-00003.0080

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are:

The following attached items are excluded from the purchase:

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

**PRICE AND FINANCING**

2. PURCHASE PRICE: \$ [REDACTED] payable by Buyer in U.S. currency as follows:

(a) \$ [REDACTED] Deposit received (checks are subject to clearance) XXXXX Oct. 24 2003 by [REDACTED] for \* Cheffy Passidomo ("Escrow Agent")

(b) \$ [REDACTED] Additional deposit to be made by [REDACTED], XXXXX or XXXXX days from Effective Date.

(c) [REDACTED] Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ [REDACTED] Other: [REDACTED]

(e) \$ [REDACTED] Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable)  (a) Buyer will pay cash for the Property with no financing contingency.

(b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by \_\_\_\_\_ (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period");

(1) A commitment for new  conventional  FHA  VA financing for \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).

(2) Approval for Seller financing or assumption of mortgage (see attached addendum).

Buyer will apply for Financing within \_\_\_\_\_ days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

**CLOSING**

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on FEB. 15, 2004 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment; up to NA % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to NA % (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other:

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

\*Robert W. McClure, P.A.

56 (b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing  
57 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;  
58 Other:

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

60  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
61 select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges.  
62 Each party will pay its own closing fees.

63  (2) Seller will provide title evidence as specified in Paragraph 10(a)(2).  Seller  Buyer will pay for the owner's title  
64 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien  
65 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

66 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

70 (e) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
71 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

72 (f) **Home Warranty:**  Buyer  Seller  N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a  
73 cost not to exceed \$ \_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
74 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

#### PROPERTY CONDITION

76 6. **INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by Jan 15  
77 2003 (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by  
78 \_\_\_\_\_ (prior to closing, if left blank); and the walk-through  
79 inspection on the day before Closing Date or any other time agreeable to the parties.

80 7. **REAL PROPERTY DISCLOSURE:** Seller represents that Seller does not know of any facts that materially affect the value of  
81 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
82 or that are known by or have been disclosed to Buyer.

83 (a) **Energy Efficiency:** Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a  
84 new home, the builder's FL-EPL card is attached as an addendum.

85 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
86 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
87 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
88 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
89 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
90 level to an acceptable EPA level, failing which either party may cancel this Contract.

91 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
92 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
93 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
94 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
95 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

96 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
97 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL**  
98 **BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

99 8. **MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
100 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide  
101 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and  
102 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to  
103 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all  
104 assignable repair and treatment contracts to Buyer at closing.

105 (a) **Warranty, Inspections and Repair:**

106 (1) **Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
107 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
108 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and  
109 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing  
110 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted  
111 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code  
112 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which  
113 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

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115 working condition of the item, including pitted marcite; missing or torn screens other than missing pool cage or screen  
116 room screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments;  
117 nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and  
118 minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

119 **(2) Professional Inspection:** Buyer may have warranted items inspected by a person who specializes in and holds an  
120 occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain  
121 the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver  
122 written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to  
123 Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in  
124 subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

125 **(3) Repair:** Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up  
126 to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition  
127 warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the  
128 first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will  
129 choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to  
130 repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner  
131 by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may  
132 cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to  
133 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

134 **(b) Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post  
135 beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.  
136 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to  
137 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the  
138 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5  
139 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live  
140 infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at  
141 closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a  
142 licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have  
143 treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost  
144 to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may  
145 cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard  
146 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

147 **(c) Walk-through Inspection:** Buyer may walk through the Property solely to verify that Seller has made repairs required  
148 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through  
149 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

150 **9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within  
151 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,  
152 restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer  
153 may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which  
154 either party may cancel this Contract.

#### 155 TITLE

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

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

165 **(1) A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and  
166 subject only to title exceptions set forth in this Contract.

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

175 **(b) Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of  
176 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

177 Buyer (MF) ( ) and Seller (RF) (RF) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

178 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects  
179 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing  
180 Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the  
181 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of  
182 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.  
183 (c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to  
184 Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the  
185 Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated  
186 in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b)  
187 above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or  
188 survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

189 **MISCELLANEOUS**

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

195 **12. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure  
196 to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will  
197 render that contingency null and void and the Contract will be construed as if the contingency did not exist.

198 **13. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
199 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
200 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
201 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
202 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
203 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
204 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

208 **DEFAULT AND DISPUTE RESOLUTION**

209 **15. DEFAULT:** (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller  
210 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right  
211 to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the  
212 brokerage fee; (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including timely payment of all  
213 deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific  
214 performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be  
215 split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

222 (b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
223 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration  
224 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
225 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
226 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
227 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
228 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to  
229 become a party to the proceeding. This clause will survive closing.

230 (c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by  
231 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
232 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
233 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
234 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
235 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the

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237 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally  
238 split the arbitrators' fees and administrative fees of arbitration.

239 **ESCROW AGENT AND BROKER**

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

247 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that  
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
249 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and  
250 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the  
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records  
252 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors  
253 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property  
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by  
255 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement  
256 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,  
257 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform  
258 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services  
259 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products  
260 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for  
261 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes  
262 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

263 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
264 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller  
265 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage  
266 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the  
267 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

268 \_\_\_\_\_  
269 Real Estate Licensee Real Estate Licensee  
270 \_\_\_\_\_  
271 Broker / Brokerage fee: (\$ or % of Purchase Price) Broker / Brokerage fee: (\$ or % of Purchase Price)  
272 \_\_\_\_\_

273 **ADDENDA AND ADDITIONAL TERMS**

274 **20. ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):

- 275  A. Condo. Assn.  G. New Mort. Rates  M. Housing Older Persons  S. Sale of Buyer's Property
- 276  B. Homeowners' Assn.  H. As Is w/Right to Inspect  N. Unimproved/Ag. Prop.  T. Rezoning
- 277  C. Seller Financing  I. Self-Inspections  O. Interest-Bearing Account  U. Assignment
- 278  D. Mort. Assumption  J. Insulation Disclosure  P. Back-up Contract  V. Prop. Disclosure Stmt.
- 279  E. FHA Financing  K. Pre-1978 Housing Stmt. (LBP)  Q. Broker - Pers. Int. in Prop.  Other \_\_\_\_\_
- 280  F. VA Financing  L. Flood Insurance Req'd.  R. Rentals  Other \_\_\_\_\_

281 **21. ADDITIONAL TERMS:**

282 **BUYER WILL PAY ALL CLOSING COST.**

284 **SELLER WILL HAVE UNTIL JULY 31, 2004 TO VACATE THE PROPERTY.**

285  
286 This contract is subject to attorneys approval RP  
287 by Oct. 25, 2003. *RP*  
288 *RP*  
289  
290

291 Buyer *(RP)* and Seller *(P.E.) (RP)* acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.  
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21.1 Sellers may, at their election, leave or take the mobile home on the property at the time of vacation.

21.2 After the closing, sellers and their family shall be permitted to continue to reside on the property, rent free, until July 15, 2004. Buyer shall pay all costs of maintaining and repairing the property including, without limitation, taxes, utilities, lawn maintenance, etc. Sellers shall only be responsible for the repairs to the improvements. If requested by Sellers in writing on or before July 15, 2004. Buyer will extend the period of occupancy, under the same terms as stated above through November 15, 2004, Sellers and Buyers will execute a mutually satisfactory lease or agreement of possession prior to closing.

S.P.  
R.P.  
D

21.3 Buyer shall pay all closing costs of the Seller, including without limitation, documentary stamp tax on the deed.

21.4 All Broker's commissions shall be paid by the Buyer.

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

OFFER AND ACCEPTANCE

318 (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
320 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
321 delivered to Buyer no later than 5  a.m.  p.m. on Oct. 21 2003, this offer will be revoked  
322 and Buyer's deposit refunded subject to clearance of funds.

323 Date: 10-13-03 Buyer: Michelle Person as President Tax ID/SSN: \_\_\_\_\_  
324 Print name: LSI GROUP, INC

325 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326 Print name: \_\_\_\_\_  
327 Phone: \_\_\_\_\_ Address: 9167 BRENOON COVE LN  
328 Fax: \_\_\_\_\_ Bonita Springs, FL 34135

329 Date: \_\_\_\_\_ Seller: L. E. Petty Tax ID/SSN: [REDACTED]  
330 Print name: \_\_\_\_\_

331 Date: \_\_\_\_\_ Seller: Ruth Petty Tax ID/SSN: [REDACTED]  
332 Print name: \_\_\_\_\_  
333 Phone: \_\_\_\_\_ Address: 5228 Draine St.  
334 Fax: \_\_\_\_\_

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

337 Effective Date: Oct 24, 2003 (The date on which the last party signed or initialed acceptance of the final offer.)

338 Buyer (mp) and Seller (L.E.P.) (R.P.) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

The Florida Association of REALTORS and local Board/Association of REALTORS make no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS and who subscribe to its Code of Ethics.

Residential Sale and Purchase Contract



Hom vs. M.

1. SALE AND PURCHASE: Vivian & Howard ~~Wicks~~ MilLee ("Seller") and 131 Group, Inc. ("Buyer")

agree to sell and buy on the terms and conditions specified below the property described as:

Address: 5234 Draine St Bonita Springs, FL 34134 County: Lee

Legal Description: PARL IN N 1/2 GOVT LOT 2 DESC IN OR 1655 PG 0606 Tax ID No: 07-47-25-00-00003.003A

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are:

The following attached items are excluded from the purchase: ANY AND ALL PERSONAL ITEMS

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

2. PURCHASE PRICE: PRICE AND FINANCING

\$ [redacted] payable by Buyer in U.S. currency as follows: (a) \$ [redacted] Deposit received (checks are subject to clearance) OCT 23, 2003 by [redacted] Signature for CHEFFY PASSADOMO ("Escrow Agent") Name of Company

(b) \$ [redacted] Additional deposit to be made by JAN 15, 2004 or [redacted] days from Effective Date.

(c) [redacted] Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ [redacted] Other:

(e) \$ [redacted] Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable) [X] (a) Buyer will pay cash for the Property with no financing contingency.

[ ] (b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by [redacted] (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period"):

[ ] (1) A commitment for new [ ] conventional [ ] FHA [ ] VA financing for \$ [redacted] or [redacted] % of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).

[ ] (2) Approval for Seller financing or assumption of mortgage (see attached addendum).

Buyer will apply for Financing within [redacted] days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on FEB 15, 2004 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment; up to NA % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to NA % (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other:

Buyer [redacted] and Seller [redacted] acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

5234

56 (b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing  
57 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;  
58 Other:

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

60  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
61 select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges.  
62 Each party will pay its own closing fees.

63  (2) Seller will provide title evidence as specified in Paragraph 10(a)(2).  Seller  Buyer will pay for the owner's title  
64 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien  
65 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

66 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

70 (e) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
71 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

72 (f) **Home Warranty:**  Buyer  Seller  N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a  
73 cost not to exceed \$ \_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
74 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

#### PROPERTY CONDITION

76 6. **INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by JAN 15  
77 2004 (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by  
78 \_\_\_\_\_, \_\_\_\_\_ (prior to closing, if left blank); and the walk-through  
79 inspection on the day before Closing Date or any other time agreeable to the parties.

80 7. **REAL PROPERTY DISCLOSURE:** Seller represents that Seller does not know of any facts that materially affect the value of  
81 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
82 or that are known by or have been disclosed to Buyer.

83 (a) **Energy Efficiency:** Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a  
84 new home, the builder's FL-EPL card is attached as an addendum.

85 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
86 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
87 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
88 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
89 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
90 level to an acceptable EPA level, failing which either party may cancel this Contract.

91 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
92 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
93 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
94 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
95 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

96 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
97 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL**  
98 **BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

99 8. **MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
100 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide  
101 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and  
102 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to  
103 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all  
104 assignable repair and treatment contracts to Buyer at closing.

105 (a) **Warranty, Inspections and Repair:**

106 (1) **Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
107 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
108 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and  
109 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing  
110 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted  
111 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code  
112 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which  
113 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

114 Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

working condition of the item, including pitted marcite; missing or torn screens other than missing pool cage or screen room screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments; nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

**(2) Professional Inspection:** Buyer may have warranted items inspected by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

**(3) Repair:** Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

**(b) Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences. Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard to wood-destroying organism infestation and damage, subject to the maintenance requirement.

**(c) Walk-through Inspection:** Buyer may walk through the Property solely to verify that Seller has made repairs required by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

**9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense, restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which either party may cancel this Contract.

**TITLE**

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

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

**(1) A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

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

**(b) Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

Buyer (MF) ( ) and Seller (Joa) (Joa) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

178 receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects  
179 within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing  
180 Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the  
181 defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of  
182 **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.  
183 (c) **Survey: Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to  
184 **Seller**, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the  
185 Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated  
186 in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph (b)  
187 above. If any part of the Property lies seaward of the coastal construction control line, **Seller** will provide **Buyer** with an affidavit or  
188 survey as required by law delineating the line's location on the property, unless **Buyer** waives this requirement in writing.

#### 189 MISCELLANEOUS

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

195 **12. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure**  
196 **to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will**  
197 **render that contingency null and void and the Contract will be construed as if the contingency did not exist.**

198 **13. COMPLETE AGREEMENT:** This Contract is the entire agreement between **Buyer** and **Seller.** **Except for brokerage**  
199 **agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.**  
200 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
201 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
202 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
203 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
204 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

#### 208 DEFAULT AND DISPUTE RESOLUTION

209 **15. DEFAULT: (a) Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller**  
210 fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without waiving the right  
211 to seek damages or to seek specific performance as per Paragraph 16. **Seller** will also be liable to Broker for the full amount of the  
212 brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all  
213 deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific  
214 performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be  
215 split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

222 **(b) All other disputes:** **Buyer** and **Seller** will have 30 days from the date a dispute arises between them to attempt to  
223 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding **arbitration**  
224 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
225 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
226 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
227 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
228 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to  
229 become a party to the proceeding. This clause will survive closing.

230 **(c) Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
231 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
232 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
233 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
234 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
235 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the

236 **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

237 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally  
238 split the arbitrators' fees and administrative fees of arbitration.

239 **ESCROW AGENT AND BROKER**

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

247 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that  
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
249 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and  
250 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the  
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records  
252 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors  
253 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property  
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by  
255 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement  
256 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,  
257 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform  
258 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services  
259 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products  
260 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for  
261 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes  
262 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

263 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
264 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller  
265 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage  
266 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the  
267 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

268 \_\_\_\_\_  
269 Real Estate Licensee Real Estate Licensee  
270 \_\_\_\_\_  
271 Broker / Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_  
272 \_\_\_\_\_

273 **ADDENDA AND ADDITIONAL TERMS**

274 **20. ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):

- |   |  |  |  |
|---|--|--|--|
| 275 <input type="checkbox"/> A. Condo. Assn.      | <input type="checkbox"/> G. New Mort. Rates              | <input type="checkbox"/> M. Housing Older Persons        | <input type="checkbox"/> S. Sale of Buyer's Property |
| 276 <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> H. As Is w/Right to Inspect     | <input type="checkbox"/> N. Unimproved/Ag. Prop.         | <input type="checkbox"/> T. Rezoning                 |
| 277 <input type="checkbox"/> C. Seller Financing  | <input type="checkbox"/> I. Self-Inspections             | <input type="checkbox"/> O. Interest-Bearing Account     | <input type="checkbox"/> U. Assignment               |
| 278 <input type="checkbox"/> D. Mort. Assumption  | <input type="checkbox"/> J. Insulation Disclosure        | <input type="checkbox"/> P. Back-up Contract             | <input type="checkbox"/> V. Prop. Disclosure Stmt.   |
| 279 <input type="checkbox"/> E. FHA Financing     | <input type="checkbox"/> K. Pre-1978 Housing Stmt. (LBP) | <input type="checkbox"/> Q. Broker - Pers. Int. in Prop. | <input type="checkbox"/> Other _____                 |
| 280 <input type="checkbox"/> F. VA Financing      | <input type="checkbox"/> L. Flood Insurance Req'd.       | <input type="checkbox"/> R. Rentals                      | <input type="checkbox"/> Other _____                 |

281 **21. ADDITIONAL TERMS:**

282 **BUYER WILL PAY ALL CLOSING COST RELATED TO SALE.**

283  
284 **SELLER WILL BE ALLOWED TO RENT PROPERTY BACK FOR \$1.00 PER MONTH UNTIL JULY 31, 2004.**

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291 Buyer (mf) and Seller (Jbm) (V-Tor) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

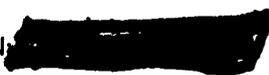
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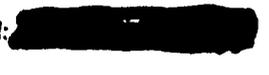
317 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

318 OFFER AND ACCEPTANCE

319 (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
320 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
321 delivered to Buyer no later than 5:00  a.m.  p.m. on OCT 22, 2003, this offer will be revoked  
322 and Buyer's deposit refunded subject to clearance of funds.

323 Date: \_\_\_\_\_ Buyer: Michelle Passia as President Tax ID/SSN: \_\_\_\_\_  
324 Print name: Michelle Passia as President  
131 Group Inc  
325 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326 Print name: 131 GROUP, INC  
327 Phone: \_\_\_\_\_ Address: 9167 BRENDON COVE LN. BONITA SPRINGS, FL 34134  
328 Fax: \_\_\_\_\_

329 Date: 10/20/03 Seller: Howard O-Miller Tax ID/SSN:   
330 Print name: HOWARD MILLER

331 Date: 10/20/03 Seller: Vivian J Miller Tax ID/SSN:   
332 Print name: VIVIAN MILLER  
333 Phone: \_\_\_\_\_ Address: 5234 DRAINE ST BONITA SPRINGS, FL 34134  
334 Fax: \_\_\_\_\_

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

337 Effective Date: 10/20/03 (The date on which the last party signed or initialed acceptance of the final offer.)

338 Buyer (M) ( ) and Seller (M) ( VJM ) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.  
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# Residential Sale and Purchase Contract



1. SALE AND PURCHASE: Draine Weeks & April Weeks ( Dannie D. Weeks Estate ) ("Seller")  
 and 131 Group, Inc. ("Buyer")  
 agree to sell and buy on the terms and conditions specified below the property described as:  
 Address: 5215 Draine St. Bonita Springs, FL 34134

Legal Description: PARL IN GOV LOT 2 AS DESC IN OR 1949 PG 1800 County: Lee

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are: road easements

The following attached items are excluded from the purchase:

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

2. PURCHASE PRICE: **PRICE AND FINANCING**  
 (a) \$ [REDACTED] payable by Buyer in U.S. currency as follows:  
 Deposit received (checks are subject to clearance) Oct. 20, 2003 by  
[REDACTED] for Cheffy, Passidomo ("Escrow Agent")  
*Signature Name of Company*  
 (b) \$ [REDACTED] Additional deposit to be made by Jan 15, 2004 or \_\_\_ days  
 from Effective Date.  
 (c) \_\_\_\_\_ Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)  
 (d) \$ \_\_\_\_\_ Other: \_\_\_\_\_  
 (e) \$ [REDACTED] Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable)  (a) Buyer will pay cash for the Property with no financing contingency.  
 (b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by \_\_\_\_\_ (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period"):  
 (1) A commitment for new  conventional  FHA  VA financing for \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).  
 (2) Approval for Seller financing or assumption of mortgage (see attached addendum).  
 Buyer will apply for Financing within \_\_\_\_\_ days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

### CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on Feb 15, 2004 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.  
 (a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment; up to NA % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to NA % (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other: \_\_\_\_\_

Buyer ([Signature]) and Seller (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

56 (b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing  
57 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;  
58 Other:

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

60  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
61 select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges.  
62 Each party will pay its own closing fees.

63  (2) Seller will provide title evidence as specified in Paragraph 10(a)(2).  Seller  Buyer will pay for the owner's title  
64 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien  
65 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

66 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

70 (e) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
71 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

72 (f) **Home Warranty:**  Buyer  Seller  N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a  
73 cost not to exceed \$ \_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
74 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

#### 75 PROPERTY CONDITION

76 6. **INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by Jan 15, 2004,  
77 \_\_\_\_\_ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by  
78 \_\_\_\_\_ (prior to closing, if left blank); and the walk-through  
79 inspection on the day before Closing Date or any other time agreeable to the parties.

80 7. **REAL PROPERTY DISCLOSURE:** Seller represents that Seller does not know of any facts that materially affect the value of  
81 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
82 or that are known by or have been disclosed to Buyer.

83 (a) **Energy Efficiency:** Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a  
84 new home, the builder's FE-EPL card is attached as an addendum.

85 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
86 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
87 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
88 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
89 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
90 level to an acceptable EPA level, failing which either party may cancel this Contract.

91 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
92 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
93 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
94 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
95 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

96 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
97 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL**  
98 **BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

99 8. **MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
100 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide  
101 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and  
102 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to  
103 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all  
104 assignable repair and treatment contracts to Buyer at closing.

105 (a) **Warranty, Inspections and Repair:**

106 (1) **Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
107 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
108 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and  
109 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing  
110 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted  
111 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code  
112 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which  
113 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

114 Buyer ( WJ ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

115 working condition of the item, including pitted marcite; missing or torn screens other than missing pool cage or screen  
116 room screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments;  
117 nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and  
118 minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

119 **(2) Professional Inspection:** Buyer may have warranted items inspected by a person who specializes in and holds an  
120 occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain  
121 the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver  
122 written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to  
123 Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in  
124 subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

125 **(3) Repair:** Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up  
126 to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition  
127 warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the  
128 first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will  
129 choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to  
130 repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner  
131 by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may  
132 cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to  
133 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

134 **(b) Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post  
135 beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.  
136 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to  
137 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the  
138 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5  
139 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live  
140 infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at  
141 closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a  
142 licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have  
143 treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost  
144 to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may  
145 cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard  
146 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

147 **(c) Walk-through Inspection:** Buyer may walk through the Property solely to verify that Seller has made repairs required  
148 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through  
149 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

150 **9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within  
151 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,  
152 restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer  
153 may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which  
154 either party may cancel this Contract.

#### 155 TITLE

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

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

165 **(1) A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and  
166 subject only to title exceptions set forth in this Contract.

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

175 **(b) Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of  
176 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

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178 receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects  
179 within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing  
180 Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the  
181 defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of  
182 **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.  
183 (c) **Survey:** **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to  
184 **Seller**, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the  
185 Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated  
186 in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph (b)  
187 above. If any part of the Property lies seaward of the coastal construction control line, **Seller** will provide **Buyer** with an affidavit or  
188 survey as required by law delineating the line's location on the property, unless **Buyer** waives this requirement in writing.

#### 189 MISCELLANEOUS

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

195 **12. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure**  
196 **to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will**  
197 **render that contingency null and void and the Contract will be construed as if the contingency did not exist.**

198 **13. COMPLETE AGREEMENT:** This Contract is the entire agreement between **Buyer** and **Seller**. **Except for brokerage**  
199 **agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.**  
200 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
201 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
202 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
203 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
204 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

#### 208 DEFAULT AND DISPUTE RESOLUTION

209 **15. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller**  
210 fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without waiving the right  
211 to seek damages or to seek specific performance as per Paragraph 16. **Seller** will also be liable to **Broker** for the full amount of the  
212 brokerage fee. (b) **Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all  
213 deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific  
214 performance as per Paragraph 16; and **Broker** will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be  
215 split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

222 (b) **All other disputes:** **Buyer** and **Seller** will have 30 days from the date a dispute arises between them to attempt to  
223 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration  
224 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
225 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
226 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
227 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
228 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to  
229 become a party to the proceeding. This clause will survive closing.

230 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
231 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
232 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
233 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
234 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
235 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the

236 **Buyer** (            ) and **Seller** (            ) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

237 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally  
238 split the arbitrators' fees and administrative fees of arbitration.

239 **ESCROW AGENT AND BROKER**

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

247 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that  
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
249 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and  
250 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the  
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records  
252 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors  
253 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property  
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by  
255 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement  
256 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,  
257 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform  
258 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services  
259 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products  
260 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for  
261 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes  
262 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

263 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
264 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller  
265 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage  
266 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the  
267 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

268	<u>Becky Schumacher</u>	_____
269	Real Estate Licensee	Real Estate Licensee
270	<u>Bay Crossings Realty</u>	_____
271	Broker / Brokerage fee: (\$ or % of Purchase Price) <u>2.0%</u>	Broker / Brokerage fee: (\$ or % of Purchase Price) _____
272	_____	_____

273 **ADDENDA AND ADDITIONAL TERMS**

274 **20. ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):

- |     |   |  |  |  |
|-----|---|--|--|--|
| 275 | <input type="checkbox"/> A. Condo. Assn.      | <input type="checkbox"/> G. New Mort. Rates              | <input type="checkbox"/> M. Housing Older Persons        | <input type="checkbox"/> S. Sale of Buyer's Property |
| 276 | <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> H. As Is w/Right to Inspect     | <input type="checkbox"/> N. Unimproved/Ag. Prop.         | <input type="checkbox"/> T. Rezoning                 |
| 277 | <input type="checkbox"/> C. Seller Financing  | <input type="checkbox"/> I. Self-Inspections             | <input type="checkbox"/> O. Interest-Bearing Account     | <input type="checkbox"/> U. Assignment               |
| 278 | <input type="checkbox"/> D. Mort. Assumption  | <input type="checkbox"/> J. Insulation Disclosure        | <input type="checkbox"/> P. Back-up Contract             | <input type="checkbox"/> V. Prop. Disclosure Stmt.   |
| 279 | <input type="checkbox"/> E. FHA Financing     | <input type="checkbox"/> K. Pre-1978 Housing Stmt. (LBP) | <input type="checkbox"/> Q. Broker - Pers. Int. in Prop. | <input type="checkbox"/> Other _____                 |
| 280 | <input type="checkbox"/> F. VA Financing      | <input type="checkbox"/> L. Flood Insurance Req'd.       | <input type="checkbox"/> R. Rentals                      | <input type="checkbox"/> Other _____                 |

281 **21. ADDITIONAL TERMS:**

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**ALL INFORMATION WITHIN THIS CONTRACT WILL BE CONSIDERED CONFIDENTIAL BY ALL PARTIES.**

291 Buyer (MP) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.  
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317 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

318

**OFFER AND ACCEPTANCE**

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

320 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
321\* delivered to Buyer no later than 5:00  a.m.  p.m. on Oct. 20, 2003, this offer will be revoked  
322 and Buyer's deposit refunded subject to clearance of funds.

323\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
324\* Print name: 131 group, Inc.

325\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326\* Print name: \_\_\_\_\_

327\* Phone: \_\_\_\_\_ Address: 9167 Brendon Lake Ct.  
328\* Fax: \_\_\_\_\_ Bonita Springs, FL 34135

329\* Date: 10-28-03 Seller: April m. Weeks Tax ID/SSN:   
330\* Print name: April Weeks

331\* Date: 10-20-03 Seller: Deanne Weeks Tax ID/SSN:   
332\* Print name: Deanne Weeks

333\* Phone:  Address: 5215 Draine St. Bonita Springs, FL 34134  
334\* Fax: \_\_\_\_\_

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

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

338\* Buyer (MF) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.  
The Florida Association of REALTORS and local Board/Association of REALTORS make no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS and who subscribe to its Code of Ethics.

**Residential Sale and Purchase Contract**



1. SALE AND PURCHASE: Gwenith Jean Willock 1/2 int + Rolayne Dawn Kasmer ("Seller")  
and 131 Group, Inc. ("Buyer")

agree to sell and buy on the terms and conditions specified below the property described as:

Address: 23148 Weeks Fish Camp Rd Bonita Springs Fl, 34134

County: Lee

Legal Description: Beg 1105.5 ft S of NE Cor SE 1/4 of NE 1/4 Th S 110ft W 100ft N 110

Tax ID No: 07-47-25-00-00003.0010

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are: MOBIL HOME AND out building

The following attached items are excluded from the purchase:

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

**PRICE AND FINANCING**

2. PURCHASE PRICE: \$ [REDACTED] payable by Buyer in U.S. currency as follows:

(a) \$ [REDACTED] Deposit received (checks are subject to clearance) upon acceptance by Cheffy Passidomo ("Escrow Agent")  
[REDACTED] for Cheffy Passidomo ("Escrow Agent")  
*Signature* *Name of Company*

(b) \$ [REDACTED] Additional deposit to be made by [REDACTED], [REDACTED] or [REDACTED] days from Effective Date.

(c) [REDACTED] Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ [REDACTED] Other: [REDACTED]

(e) \$ [REDACTED] Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable)  (a) Buyer will pay cash for the Property with no financing contingency.

(b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by [REDACTED], (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period"):

(1) A commitment for new  conventional  FHA  VA financing for \$ [REDACTED] or [REDACTED] % of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).

(2) Approval for Seller financing or assumption of mortgage (see attached addendum).

Buyer will apply for Financing within [REDACTED] days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

**CLOSING**

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on Feb 15, 2004 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment; up to N/A % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to N/A % (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other: [REDACTED]

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

56 (b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing  
57 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;  
58 Other:

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

60  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
61 select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges.  
62 Each party will pay its own closing fees.

63  (2) Seller will provide title evidence as specified in Paragraph 10(a)(2).  Seller  Buyer will pay for the owner's title  
64 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien  
65 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

66 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

70 (e) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
71 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

72 (f) **Home Warranty:**  Buyer  Seller  N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a  
73 cost not to exceed \$ \_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
74 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

#### PROPERTY CONDITION

76 6. **INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by \_\_\_\_\_ 0 \_\_\_\_\_  
77 \_\_\_\_\_ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by  
78 \_\_\_\_\_ (prior to closing, if left blank); and the walk-through  
79 inspection on the day before Closing Date or any other time agreeable to the parties.

80 7. **REAL PROPERTY DISCLOSURE:** Seller represents that Seller does not know of any facts that materially affect the value of  
81 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
82 or that are known by or have been disclosed to Buyer.

83 (a) **Energy Efficiency:** Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a  
84 new home, the builder's FL-EPL card is attached as an addendum.

85 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
86 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
87 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
88 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
89 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
90 level to an acceptable EPA level, failing which either party may cancel this Contract.

91 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
92 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
93 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
94 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
95 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

96 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
97 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL**  
98 **BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

99 8. **MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
100 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide  
101 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and  
102 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to  
103 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all  
104 assignable repair and treatment contracts to Buyer at closing.

105 (a) **Warranty, Inspections and Repair:**

106 (1) **Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
107 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
108 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and  
109 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing  
110 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted  
111 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code  
112 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which  
113 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

114 Buyer (\_\_\_\_\_) and Seller (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

115 working condition of the item, including pitted marcite; missing or torn screens other than missing pool cage or screen  
116 room screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments;  
117 nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and  
118 minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

119 (2) **Professional Inspection:** Buyer may have warranted items inspected by a person who specializes in and holds an  
120 occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain  
121 the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver  
122 written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to  
123 Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in  
124 subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

125 (3) **Repair:** Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up  
126 to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition  
127 warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the  
128 first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will  
129 choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to  
130 repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner  
131 by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may  
132 cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to  
133 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

134 (b) **Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post  
135 beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.  
136 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to  
137 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the  
138 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5  
139 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live  
140 infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at  
141 closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a  
142 licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have  
143 treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost  
144 to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may  
145 cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard  
146 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

147 (c) **Walk-through Inspection:** Buyer may walk through the Property solely to verify that Seller has made repairs required  
148 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through  
149 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

150 **9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within  
151 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,  
152 restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer  
153 may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which  
154 either party may cancel this Contract.

#### 155 TITLE

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

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

165 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and  
166 subject only to title exceptions set forth in this Contract.

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

175 (b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of  
176 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

177 Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

178 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects  
179 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing  
180 Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the  
181 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of  
182 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.  
183 (c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to  
184 Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the  
185 Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated  
186 in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b)  
187 above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or  
188 survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

#### 189 MISCELLANEOUS

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

195 12. **NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure**  
196 **to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will**  
197 **render that contingency null and void and the Contract will be construed as if the contingency did not exist.**

198 13. **COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. **Except for brokerage**  
199 **agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.**  
200 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
201 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
202 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
203 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
204 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

#### 208 DEFAULT AND DISPUTE RESOLUTION

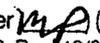
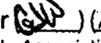
209 15. **DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller  
210 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right  
211 to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the  
212 brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all  
213 deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific  
214 performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be  
215 split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

222 (b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
223 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration  
224 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
225 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
226 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
227 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
228 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to  
229 become a party to the proceeding. This clause will survive closing.

230 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
231 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
232 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
233 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
234 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
235 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the

236 Buyer  and Seller  (LAK) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

237 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally  
238 split the arbitrators' fees and administrative fees of arbitration.

239 **ESCROW AGENT AND BROKER**

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

247 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that  
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
249 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and  
250 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the  
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records  
252 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors  
253 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property  
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by  
255 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement  
256 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,  
257 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform  
258 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services  
259 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products  
260 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for  
261 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes  
262 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

263 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
264 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller  
265 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage  
266 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the  
267 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

268  
269 Real Estate Licensee Real Estate Licensee  
270  
271 Broker / Brokerage fee: (\$ or % of Purchase Price) Broker / Brokerage fee: (\$ or % of Purchase Price)  
272

273 **ADDENDA AND ADDITIONAL TERMS**

- 274 **20. ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):  
275  A. Condo. Assn.  G. New Mort. Rates  M. Housing Older Persons  S. Sale of Buyer's Property  
276  B. Homeowners' Assn.  H. As Is w/Right to Inspect  N. Unimproved/Ag. Prop.  T. Rezoning  
277  C. Seller Financing  I. Self-Inspections  O. Interest-Bearing Account  U. Assignment  
278  D. Mort. Assumption  J. Insulation Disclosure  P. Back-up Contract  V. Prop. Disclosure Stmt.  
279  E. FHA Financing  K. Pre-1978 Housing Stmt. (LBP)  Q. Broker - Pers. Int. in Prop.  Other \_\_\_\_\_  
280  F. VA Financing  L. Flood Insurance Req'd.  R. Rentals  Other \_\_\_\_\_

281 **21. ADDITIONAL TERMS:**

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

318 OFFER AND ACCEPTANCE

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

320 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
321 delivered to Buyer no later than 5  a.m.  p.m. on Oct. 21 2003, this offer will be revoked  
322 and Buyer's deposit refunded subject to clearance of funds.

323 Date: 10-13-03 Buyer: Michelle Perreira as President Tax ID/SSN: \_\_\_\_\_  
324 Print name: L31 GROUP, INC

325 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326 Print name: \_\_\_\_\_  
327 Phone: \_\_\_\_\_ Address: 9167 BRENON COVE LN  
328 Fax: \_\_\_\_\_ ORLANDO SPRINGS, FL 32835

329 Date: 10-30-03 Seller: Suzette Jean Willock Tax ID/SSN: [REDACTED]  
330 Print name: Suzette Jean Willock

331 Date: Oct 30, 2003 Seller: Raymond Dawn Kramer Tax ID/SSN: [REDACTED]  
332 Print name: RAYMOND DAWN KRAMER  
333 Phone: \_\_\_\_\_ Address: 8869 DUCK CREEK RD  
334 Fax: \_\_\_\_\_ BERLIN CENTER, OH 44401

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

337 Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)

338 Buyer (MP) and Seller (DW) (RK) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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#14

**Residential Sale and Purchase Contract**

1. SALE AND PURCHASE: Harry Larry Weeks ("Seller")  
and 131 Group, Inc. ("Buyer")

agree to sell and buy on the terms and conditions specified below the property described as:  
Address: 5220 Mamie St. Bonita Springs, FL 34134

County: Lee

Legal Description: PAR L IN N 1/4 AS DESC IN OR 1376 PG 1071  
Tax ID No: 07-47-25-00-00003.0060

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are: road easements

The following attached items are excluded from the purchase:

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

**PRICE AND FINANCING**

2. PURCHASE PRICE: \$                      payable by Buyer in U.S. currency as follows:

(a) \$                      Deposit received (checks are subject to clearance) Oct. 20, 2003 by                      for \* -Cheffy, Passidomo ("Escrow Agent")  
*Signature* *Name of Company*

*H L W*  
*MP*

(b) \$                      Additional deposit to be made by Jan 15, 2004 or            days from Effective Date.

(c)                      Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$                      Other:                     

(e) \$                      Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable)  (a) Buyer will pay cash for the Property with no financing contingency.

(b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by                     , (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period"):

(1) A commitment for new  conventional  FHA  VA financing for \$                      or            % of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).

(2) Approval for Seller financing or assumption of mortgage (see attached addendum).

Buyer will apply for Financing within            days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

**CLOSING**

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on Feb 15, 2004 ("Closing Date"); unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment; up to NA % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to NA % (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other:                     

Buyer (H L W) and Seller (MP) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

*5200*

\*Robert W. McClure, P.A.

56 (b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing  
57 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;  
58 Other:

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

60  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence.  Seller  Buyer will  
61 select the title agent.  Seller  Buyer will pay for the owner's title policy, search, examination and related charges.  
62 Each party will pay its own closing fees. HLW  
MP

63  (2) Seller will provide title evidence as specified in Paragraph 10(a)(2).  Seller  Buyer will pay for the owner's title  
64 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien  
65 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

66 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

70 (e) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require  
71 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

72 (f) **Home Warranty:**  Buyer  Seller  N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a  
73 cost not to exceed \$ \_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical  
74 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

75 **PROPERTY CONDITION**

76 6. **INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by Jan 15, 2004  
77 \_\_\_\_\_ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by  
78 \_\_\_\_\_ (prior to closing, if left blank); and the walk-through  
79 inspection on the day before Closing Date or any other time agreeable to the parties.

80 7. **REAL PROPERTY DISCLOSURE:** Seller represents that Seller does not know of any facts that materially affect the value of  
81 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe  
82 or that are known by or have been disclosed to Buyer.

83 (a) **Energy Efficiency:** Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a  
84 new home, the builder's FL-EPL card is attached as an addendum.

85 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
86 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and  
87 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be  
88 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person  
89 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon  
90 level to an acceptable EPA level, failing which either party may cancel this Contract.

91 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
92 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
93 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built  
94 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from  
95 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

96 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
97 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL**  
98 **BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

99 ~~8. **MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
100 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide  
101 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and  
102 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to  
103 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all  
104 assignable repair and treatment contracts to Buyer at closing.~~

105 (a) **Warranty, Inspections and Repair:**

106 (1) **Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
107 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
108 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and  
109 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing  
110 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted  
111 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code  
112 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which  
113 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

114 Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (MP) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

115 ~~working condition of the item, including pitted marcite, missing or torn screens other than missing pool cage or screen~~  
116 ~~room screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments;~~  
117 ~~nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and~~  
118 ~~minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.~~

119 (2) **Professional Inspection:** Buyer may have warranted items inspected by a person who specializes in and holds an  
120 occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain  
121 the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver  
122 written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to  
123 Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in  
124 subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

125 (3) **Repair:** Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up  
126 to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition  
127 warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the  
128 first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will  
129 choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to  
130 repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner  
131 by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may  
132 cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to  
133 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

HLW  
WA

134 (b) **Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post  
135 beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.  
136 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to  
137 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the  
138 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5  
139 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live  
140 infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at  
141 closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a  
142 licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have  
143 treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost  
144 to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may  
145 cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard  
146 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

147 (c) **Walk-through Inspection:** Buyer may walk through the Property solely to verify that Seller has made repairs required  
148 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through  
149 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

150 9. **RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within  
151 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,  
152 restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer  
153 may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which  
154 either party may cancel this Contract.

#### TITLE

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

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

164 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and  
165 subject only to title exceptions set forth in this Contract.

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

174 (b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of  
175 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from  
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177\* Buyer (HLW) and Seller (WA) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

178 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects  
179 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing  
180 Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the  
181 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of  
182 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.  
183 (c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to  
184 Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the  
185 Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated  
186 in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b)  
187 above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or  
188 survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

#### 189 MISCELLANEOUS

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

195 **12. NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure  
196 to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will  
197 render that contingency null and void and the Contract will be construed as if the contingency did not exist.

198 **13. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
199 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
200 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,  
201 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper  
202 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or  
203 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,  
204 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

#### 208 DEFAULT AND DISPUTE RESOLUTION

209 **15. DEFAULT:** (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller  
210 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right  
211 to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the  
212 brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including timely payment of all  
213 deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific  
214 performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be  
215 split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

222 (b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
223 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration  
224 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not  
225 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact  
226 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the  
227 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real  
228 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to  
229 become a party to the proceeding. This clause will survive closing.

230 (c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by  
231 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
232 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
233 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
234 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
235 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the

236 Buyer (HEW) and Seller (WE) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

237 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally  
238 split the arbitrators' fees and administrative fees of arbitration.

239 **ESCROW AGENT AND BROKER**

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

247 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that  
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
249 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and  
250 for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the  
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records  
252 unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors  
253 and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property  
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by  
255 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement  
256 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,  
257 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform  
258 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services  
259 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products  
260 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for  
261 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes  
262 of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

263 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer  
264 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller  
265 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage  
266 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the  
267 escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

268\* \_\_\_\_\_  
269 Real Estate Licensee Real Estate Licensee  
270\* \_\_\_\_\_  
271\* Broker / Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_ Broker / Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_  
272\* \_\_\_\_\_

273 **ADDENDA AND ADDITIONAL TERMS**

274 **20. ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):

- 275\*  A. Condo. Assn.  G. New Mort. Rates  M. Housing Older Persons  S. Sale of Buyer's Property  
276\*  B. Homeowners' Assn.  H. As Is w/Right to Inspect  N. Unimproved/Ag. Prop.  T. Rezoning  
277\*  C. Seller Financing  I. Self-Inspections  O. Interest-Bearing Account  U. Assignment  
278\*  D. Mort. Assumption  J. Insulation Disclosure  P. Back-up Contract  V. Prop. Disclosure Stmt.  
279\*  E. FHA Financing  K. Pre-1978 Housing Stmt. (LBP)  Q. Broker - Pers. Int. in Prop.  Other See next page  
280\*  F. VA Financing  L. Flood Insurance Req'd.  R. Rentals  Other \_\_\_\_\_

281\* **21. ADDITIONAL TERMS:**

282\* \_\_\_\_\_  
283\* **\$5000.00 IS A NON-REFUNDABLE DEPOSIT PAYABLE WITH-IN 3 DAYS OF EXECUTION OF CONTRACT.**

284\* \_\_\_\_\_  
285\* **ALL INFORMATION WITHIN THIS CONTRACT WILL BE CONSIDERED CONFIDENTIAL BY ALL PARTIES.**

286\* \_\_\_\_\_  
287\* Seller will have 9 months to vacate property.  
288\* \_\_\_\_\_

289\* \_\_\_\_\_  
290\* \_\_\_\_\_  
291\* HLW Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (HLW) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

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21.1 After the closing, seller and his family shall be permitted to continue to reside on the property, rent free, until November 15, 2004. Buyer shall pay all costs of maintaining and repairing the property including, without limitation, taxes, utilities, lawn maintenance, etc. Seller shall only be responsible for repairs to the improvements.

HLW  
WP

21.2 Seller may or may not, at his election, remove all personal property and fixtures (not including utility lines) from the property on or before the vacation of the property on November 15, 2004.

21.3 All broker's commissions shall be paid by the Buyer.

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

OFFER AND ACCEPTANCE

319\* (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
320 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
321\* delivered to Buyer no later than 5:00  a.m.  p.m. on Oct. 20, 2003, this offer will be revoked  
322 and Buyer's deposit refunded subject to clearance of funds.

323\* Date: 10-17-03 Buyer: Melba Pennington President Tax ID/SSN: \_\_\_\_\_  
324\* Print name: 131 group, Inc.

325\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
326\* Print name: \_\_\_\_\_  
327\* Phone: \_\_\_\_\_ Address: 9167 Brendon Lake Ct.  
328\* Fax: \_\_\_\_\_ Bonita Springs, FL 34135

329\* Date: 10-20-03 Seller: Harry Larry Weeks Tax ID/SSN: \_\_\_\_\_  
330\* Print name: Harry Larry Weeks

331\* Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
332\* Print name: \_\_\_\_\_  
333\* Phone: \_\_\_\_\_ Address: 5220 Mamie St. Bonita Springs, FL 34134  
334\* Fax: \_\_\_\_\_

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

337\* Effective Date: 10-20-03 (The date on which the last party signed or initialed acceptance of the final offer.)

338\* Buyer (HLW) ( ) and Seller (WP) ( ) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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**PROTECTED SPECIES ASSESSMENT**

**WEEKS FISH CAMP**

**Section 07, Township 47 South , Range 25 East**

**Lee County , Florida**

**February 2004**

**Prepared for:**

**131 Group  
9167 Brendan Lake Court  
Bonita Springs, FL 34135-4354**

**Prepared by:**

**W. Dexter Bender & Associates, Inc.  
2052 Virginia Avenue  
Fort Myers, FL 33901**

## INTRODUCTION

The approximately 22± acre Weeks Fish Camp property is located on Section 07, Township 47 South, Range 25 East in Lee County. The property is bordered to the north by wooded land and residential lots, to the south by Coconut Point Road, to the east by Weeks Street and to the west by Estero Bay.

The property consists primarily of residential lots with small areas of Brazilian pepper infested pine flatwoods with a marina on the west end. A mature mangrove forest is located on the northwest corner of the site. The property was surveyed for the presence of listed species on February 23, 2004 as required by the Lee County Protected Species Ordinance.

## SITE CONDITIONS

The weather was cool and dry with temperatures in the 70's during the course of the survey. Ground cover on the site ranges from residential lots to Brazilian pepper infested pine flatwoods and mangrove swamps. With the exception of the tidally inundated portions of the mangrove swamps, there was no standing water present on the site during the course of the survey.

## VEGETATION CLASSIFICATIONS

The table below displays the various Florida Land Use Cover Classification System (FLUCCS) codes encountered on the subject parcel. All of these areas were surveyed for the presence of listed species.

FLUCCS	DEFINITIONS	APPROXIMATE ACREAGE	% SURVEYED
100	Residential Lots & Yards	14.8	CURSORY +50%
422/428	Brazilian Pepper / Cabbage Palms	2.9	+80
422/411	Brazilian Pepper / Pine	1.2	+80
612	Mangrove Swamps	2.7	+80

## SPECIES DETECTED

The survey revealed the presence of no listed species on the subject property.

## SURVEY METHOD

The Lee County Protected Species Ordinance lists several protected species of plants and wildlife as potentially inhabiting the vegetation associations found on the subject property. In order to provide at least 80% visual coverage of the required FLUCCS associations and at least 50% visual coverage

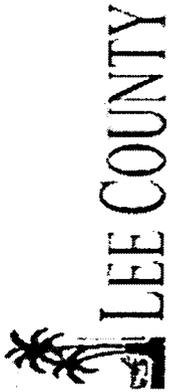
of all other areas, a series of overlapping belt transects was walked across the entire property. If a sign or sighting were to have been observed, including signs such as tracks or nests as well as actual sightings, then an aerial photograph would have been marked depicting the approximate location. The attached 1"= 60' scale aerial depicts the results of the survey.

Listed species which could occur on the subject property, according to the Lee County Ordinance, are as follows:

FLUCCS	SPECIES	PRESENT	ABSENT
422/428	Eastern indigo snake ( <i>Drymarchon corais couperi</i> ) Audubon's crested caracara ( <i>Polyborus plancus audubonii</i> ) Simpson's stopper ( <i>Myrcianthes fragrans</i> var. <i>simpsonii</i> ) Florida panther ( <i>Felis concolor coryi</i> ) Florida black bear ( <i>Ursus americanus floridanus</i> )		√
411	Eastern indigo snake ( <i>Drymarchon corais couperi</i> ) Gopher tortoise ( <i>Gopherus polyphemus</i> ) Gopher frog ( <i>Rana areolata</i> ) Southeastern American kestrel ( <i>Falco sparverius paulus</i> ) Red-cockaded woodpecker ( <i>Picoides borealis</i> ) Big Cypress fox squirrel ( <i>Sciurus niger avicennia</i> ) Fakahatchee burmannia ( <i>Burmannia flava</i> ) Satinleaf ( <i>Chrysophyllum olivaeforme</i> ) Beautiful pawpaw ( <i>Deeringothamnus pulchellus</i> ) Florida coontie ( <i>Zamia floridana</i> ) Florida panther ( <i>Felis concolor coryi</i> ) Florida black bear ( <i>Ursus americanus floridanus</i> )		√
612	Roseate spoonbill ( <i>Ajaia ajaja</i> ) Brown pelican ( <i>Pelecanus occidentalis</i> ) Prickly-apple ( <i>Cerus gracilis</i> ) Little blue heron ( <i>Egretta caerulea</i> ) Snowy egret ( <i>Egretta thula</i> ) Tricolored heron ( <i>Egretta tricolor</i> ) Florida black bear ( <i>Ursus americanus floridanus</i> )		√

## RESULTS

The Protected Species Survey revealed the presence of no listed species on the subject property.



# Fee History

Case #: CPA2004-00003  
 Property Owner: WEEKS LANDING LLC  
 Property Address: 23149 165 WEEKS FISH CAMP RD  
 Contractor  
 License Number  
 Fax Number

Case #: CPA2004-00003

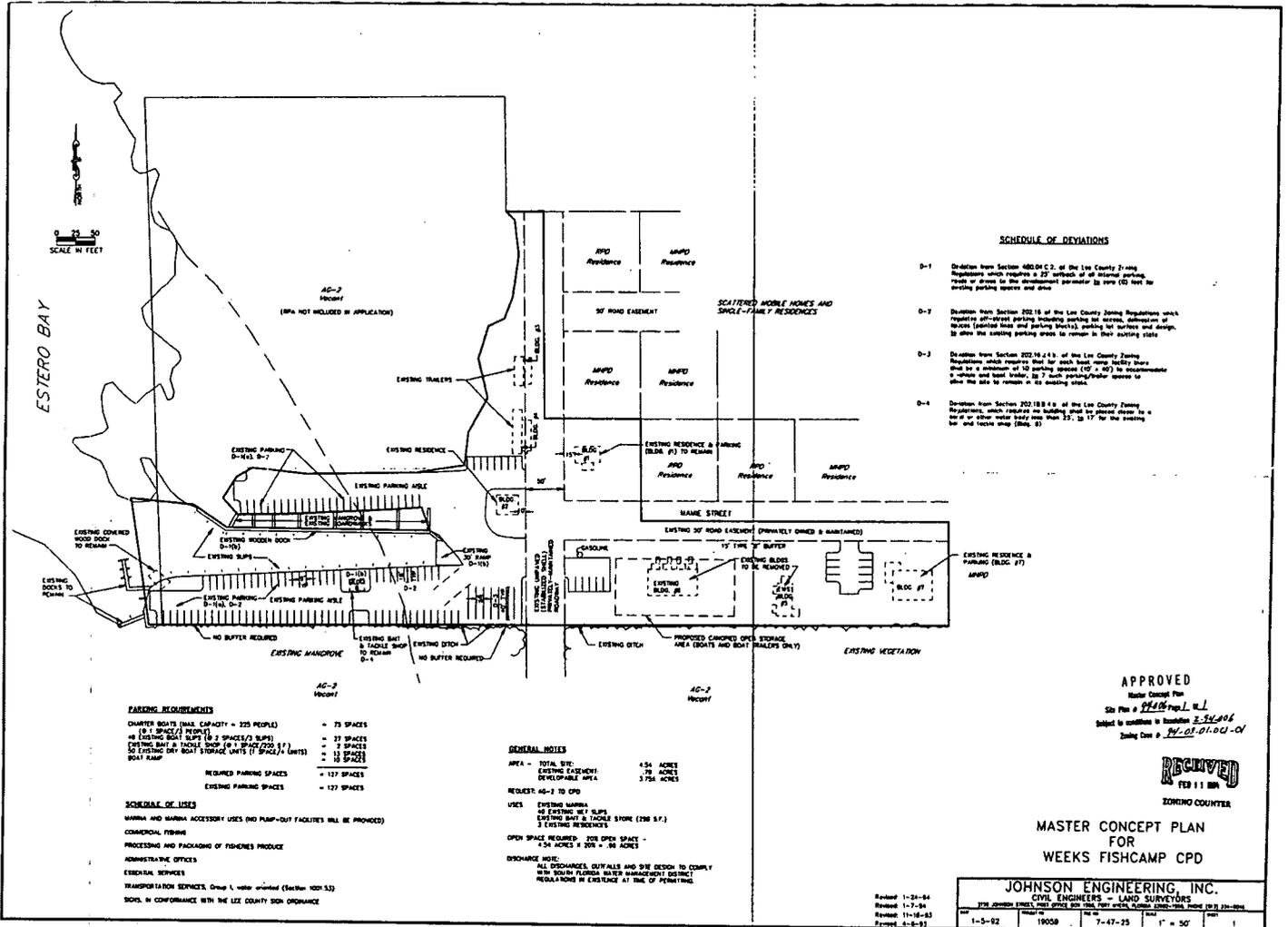
change to policy 1.1.10

Description	Revenue Account Number	Fees	Paid	Date Paid	Due
-------------	------------------------	------	------	-----------	-----

Map Amendment > 20 Acres	LB5150715500.322000.9018	2,060.00	2,060.00	2/26/2004	0.00
Text Amendment Flat Fee	LB5150715500.322000.9018	2,500.00	2,500.00	2/26/2004	0.00

Total Fees: \$4,560.00      Paid: \$4,560.00      TOTAL REMAINING DUE: \$0.00

File  
CPA 2004-03



**SCHEDULE OF DEVIATIONS**

- D-1 Deviation from Section 400.04(2) of the Lee County Zoning Regulations which requires a 25' setback of all existing parking, boat or open to the development perimeter. In zone (D) lot for existing parking spaces and area.
- D-2 Deviation from Section 202.16 of the Lee County Zoning Regulations which requires that for each boat storage facility there shall be a minimum of 10 parking spaces (D-2) by the development's owner and that within 10' of each parking/trailer space to show the site to remain a residential use.
- D-3 Deviation from Section 202.16.4(3) of the Lee County Zoning Regulations which requires that for each boat storage facility there shall be a minimum of 10 parking spaces (D-2) by the development's owner and that within 10' of each parking/trailer space to show the site to remain a residential use.
- D-4 Deviation from Section 202.18.8(4) of the Lee County Zoning Regulations which requires no building shall be placed closer to a bay or other water body than 25'. In 17' for the existing lot and lot area (204.5).

**PARKING REQUIREMENTS**

CHARTER BOATS (MAX. CAPACITY = 25 PEOPLE)	= 75 SPACES
(8-1 SPACES) (2 PEOPLE)	= 32 SPACES
40 EXISTING BOAT SLIPS (2 SPACES) (3 SLIPS)	= 7 SPACES
EXISTING BOAT & TRUCK SHOP (IN 1 SPACE) (200 S.F.)	= 1 SPACES
50 EXISTING BOAT STORAGE UNITS (1 SPACE) (UNITS)	= 10 SPACES
BOAT RAMP	= 10 SPACES
<b>REQUIRED PARKING SPACES</b>	<b>= 127 SPACES</b>
EXISTING PARKING SPACES	= 127 SPACES

**SCHEDULE OF USES**

MARINA AND MARINA ACCESSORY USES (NO PUMP-OUT FACILITIES WILL BE PROVIDED)

COMMERCIAL FISHING

PROCESSING AND PACKAGING OF FISHERIES PRODUCE

ADMINISTRATIVE OFFICES

RECREATION SERVICES

TRANSPORTATION SERVICES (Over 1 water vehicle (Section 100.53))

SOIL IS CONFORMANCE WITH THE LEE COUNTY SOIL ORDINANCE

**GENERAL NOTES**

AREA - TOTAL SITE: 4.54 ACRES  
 EXISTING FACILITY: 7.9 ACRES  
 DEVELOPABLE AREA: 3.78 ACRES

REQUIRE: AG-2 TO CPD

USES: EXISTING MARINA  
 40 EXISTING BOAT SLIPS  
 EXISTING BOAT & TRUCK STORE (200 S.F.)  
 5 EXISTING RESIDENCES

OPEN SPACE REQUIRED: 208 OPEN SPACE - 4.54 ACRES @ 20% = 90 ACRES

DISCHARGE NOTE:  
 ALL DISCHARGES, OUTFALLS AND DYE DESIGN TO COMPLY WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT REGULATIONS IN EXISTENCE AT TIME OF PERMITTING.

APPROVED  
 Master Concept Plan  
 Site Plan # 2004-03  
 Subject to conditions in Resolution 2-24-04  
 Zoning Case # 20-01-01-01-01

**RECEIVED**  
 FEB 11 11 AM  
 ZONING COUNTER

**MASTER CONCEPT PLAN FOR WEEKS FISHCAMP CPD**

**JOHNSON ENGINEERING, INC.**  
 CIVIL ENGINEERS - LAND SURVEYORS

702 JOHNSON ENGINEERING OFFICE 200 WEST WYOMING AVENUE, SUITE 100, TAMPA, FL 33604  
 Phone: 813-288-1111 Fax: 813-288-1112  
 E-mail: info@johnsoneng.com Website: www.johnsoneng.com

Revised: 1-24-04  
 Revised: 1-7-04  
 Revised: 11-18-03  
 Revised: 4-8-03

1-5-02	10058	7-47-25	1" = 50'	1
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