## **Commercial Contract**



	("Buyer"
agrees to buy and BLL CORPORATION	("Seller"
agrees to sell the property at:	
Street Address: 1100 North State Road 7, Margate, FL 33063	
Legal Description: PALM BEACH FARMS 2-54 PB PT TRS 5 & 6 DESC AS BEG NW COR 31-48-42,S	450 FOR POB,E 375, S 134,W
375,N 134 TO POB LESS R/W DESC IN L 63-269 BLK 94 (SUBJECT TO VERIFICATION BY SUR	.VEY)
and the following Personal Property: none	
(all collectively referred to as the "Property") on the terms and conditions set forth below.	
2. PURCHASE PRICE:	\$ 3,800,000.00
(a) Deposit held in escrow by: Weiss, Serota, Helfman, Cole + Bierman, P.L.	\$ 50,000.00
("Escrow Agent") (checks are subject to actual and final collection)	
Escrow Agent's address: 2255 Glades Rd Suite 200-E Boca Raton Phone: 561-835-2111	-
(b) Additional deposit to be made to Escrow Agent  withindays (3 days, if left blank) after completion of Due Diligence Period or	
withindays after Effective Date	. \$
(c) Additional deposit to be made to Escrow Agent  withindays (3 days, if left blank) after completion of Due Diligence Period or  withindays after Effective Date	\$
(d) Total financing (see Paragraph 5)	
(e) Other	
(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid via wire transfer.	\$ _3,750,000.00
For the purposes of this paragraph, "completion" means the end of the Due Diligence Buyer's written notice of acceptability.	Period or upon delivery of
3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this and Buyer and an executed copy delivered to all parties on or before 04/07/2025 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract last one of the Seller and Buyer has signed or initialed and delivered this offer or the Calendar days will be used when computing time period days or less. Time periods of 5 days or less will be computed without including Saturday, Sholidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extendusiness day. Time is of the essence in this Contract.	this offer of any counter offer will be is the date on which the final counter offer or ods, except time periods of 5 unday, or national legal
4. CLOSING DATE AND LOCATION: (a) Closing Date: This transaction will be closed on 30 days after the end of Due Diligence specifically extended by other provisions of this Contract. The Closing Date will prevaincluding, but not limited to, Financing and Due Diligence periods. In the event insurance	ail over all other time period
Buy and Seller acknowledge receipt of a copy of this page, which is Page 1 of	of 8 Pages.
CC-5860076976462/24	©2024 Florida Reallors

Form Simplicity

41 42	on Closing Date and <b>Buyer</b> is unable to obtain property insurance, <b>Buyer</b> may postpone closing up to 5 days after the insurance underwriting suspension is lifted.
43 44	(b) Location: Closing will take place in <u>Broward</u> County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.
45	5. THIRD PARTY FINANCING:
46	BUYER'S OBLIGATION: On or before days (5 days if left blank) after Effective Date, Buyer will apply for third
47	party financing in an amount not to exceed % of the purchase price or \$ with a fixed
48	interest rate not to exceed% per year with an initial variable interest rate not to exceed%, with points or
	commitment or loan fees not to exceed% of the principal amount, for a term of years, and amortized
49	over years, with additional terms as follows:
50	years, with additional terms as follows.
51	Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any
52 52	lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval withindays (45 days if left
53 54	blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close
55	the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage
56	broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon
57	obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and reasonable
58	diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may withindays (3 days if left blank)
59	deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.
60	If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter.
61	Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. <b>DEPOSIT(S)</b> (for purposes of Paragraph 5 only): If Buyer
62 63	has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and
64	thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or
65	before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both
66	parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving
67	the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use
68	good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction
69	does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms
70	and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-
71	approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.
72	6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☑ statutory warranty
73	deed $\square$ special warranty deed $\square$ other , free of liens, easements and
74	deed ☐ special warranty deed ☐ other, free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,
75	restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other
76	matters to which title will be subject)
77	
	provided there exists at closing no violation of the foregoing and none of them prevents <b>Buyer's</b> intended use of the
78	•
79	Property as
80	(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent
81	and pay for the title search and closing services. Seller will, at (check one) 🖂 Seller's 🔀 Buyer's expense and
82	within days after Effective Date or at least 15 days before Closing Date deliver to <b>Buyer</b> (check one)
83	(i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by
84	Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase
85	price for fee simple title subject only to exceptions stated above. If <b>Buyer</b> is paying for the evidence of title and
86	Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. [] (ii.) an
87	abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to <b>Seller</b> , then a prior owner's title policy acceptable to the proposed
88 89	insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy
90	exceptions and an update in a format acceptable to <b>Buyer</b> from the policy effective date and certified to <b>Buyer</b> or
55	According to the second
	Buy and Seller acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.
	04/07/25
	CC-58&100F8418424 V ©2024 Florida Realtors® Serial#: 013502-800172-4094361

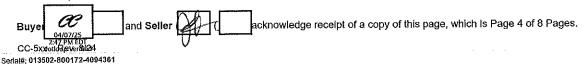
CC-5x8xtlods 984178424

Serial#: 013502-800172-4094361

91 92	Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.		
93 94 95 96 97 98 99 100	(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. Trate defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.		
102 103 104 105	(c) Survey: (check applicable provisions below)		
106	Existing Environmental reports		
107 108	prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the		
109	date this Contract is terminated.		
110	Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine		
111	title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals		
112	encroachments on the Property or that the improvements encroach on the lands of another,  Buyer will encroach ments will constitute a title defect to be		
113	accept the Property with existing encroachments 🗹 such encroachments will constitute a title defect to be		
114 115	cured within the Curative Period.  (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.		
110	· · · -		
116	7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition,		
117	ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller		
118	makes no warranties other than marketability of title. In the event that the condition of the Property has materially		
119	changed since the expiration of the Due Diligence Period, <b>Buyer</b> may elect to terminate the Contract and receive a		
120	refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required		
121	condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ (1.5% of		
122	the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any		
123	defects in the Property. (Check (a) or (b))		
	(a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"		
124 125	condition.  Board Approval		
400	(b) Due Diligence Period: Buyer will, at Buyer's expense and within 45 days from Effective Date ("Due		
126	Diligence Period"), determine whether the Property is suitable, in <b>Buyer's</b> sole and absolute discretion. During the		
127	term of this Contract, <b>Buyer</b> may conduct any tests, analyses, surveys and investigations ("Inspections") which		
128	Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural,		
129	environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision		
130	regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local,		
131	state and regional growth management and comprehensive land use plans; availability of permits, government		
132	approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground		
133	water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to		
134	Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property		
135	is acceptable. <b>Buyer's</b> failure to comply with this notice requirement will constitute acceptance of the Property in		
136	its present "as is" condition. <b>Seller</b> grants to <b>Buyer</b> , its agents, contractors and assigns, the right to enter the		
137	its present as is continued. Sener grants to buyer, its agents, contractors and assigns, the right to enter the		
138	Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable		
139	notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter		
140	the state of the sand averages of any nature, including atternave! face at all levels, and from		
141	losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from		
142	liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer		
143	will not engage in any activity that could result in a mechanic's lien being filed against the Property without		
144	Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the		
	Buye and Seller (acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.		

©2024 Florida Realtors® Form Simplicity 

- Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.
  - (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.
- 8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted only with Buyer's consent.
- **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.
  - (a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.
  - (b) Costs: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.
  - (c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller, if requested by the Buyer in writing, will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.
  - (d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.
  - (e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.
  - (f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply





198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

215

216

217

218

219

220

221

222

223

224

225

226

227

228

229

230

231

232

233

234

235

236

237

238

239

240

241

242

243

244

245

246

247

248

249

250

with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement.

- 10. ESCROW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.
- 11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the noncomplying party specifying the non-compliance. The non-complying party will have days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.
- 12. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Maieure" means; hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- 13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida Laws and regulations.

## 14. DEFAULT:

- (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.
- (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) -retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for theexecution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek -specific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate the Centract and sock the remedy eutlined in this subparagraph or (2) proceed with the Contract without -waiving any remedy for Buyer's default.
- 15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attornevs' fees, costs, and expenses.
- 16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.





acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

## 17. DISCLOSURES:

Serial#: 013502-800172-4094361

- (a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.
- (b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).
- (c) Radon Gas: 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 public health unit.
- (d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

## 18. RISK OF LOSS:

- (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.
- (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.
- 19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise is not assignable is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).
- 20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. 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 be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: Re/Max

Ross Stern

(a) Seller's Broker: Re/Max	_Ross Stern,
(Company Name)	(Licensee)
who is a single agent is a transaction broker has Seller Buyer both parties pursuant to a listin	s no brokerage relationship and who will be compensated by
(b) Buyer's Broker: Coldwell Banker	
(Company Name)	(Licensee)
Buye 04/07/25 and Seller (Address, Telephone, Fax, E-mail	ot of a copy of this page, which is Page 6 of 8 Pages.
2:47 PM EDT	©2024 Florida Realtors <sup>s</sup>

Form Simplicity

302 303 304 305	who [] is a single agent [] is a transaction broker [] has no brokerage relationship and who will be compensated by Seller's Broker [] Seller [] Buyer [] both parties pursuant to [] other (specify) (Collectively referred to as "Broker") in connection with any act relating to the Property (Additional Pr		
306	inquiries, introductions, consultations, and negotiations resulting in this transaction. Setter and Buyer agree to		
307	indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including		
308	reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is		
309	inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of		
310 311	services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and		
312	expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of <b>Seller</b> or <b>Buyer</b> .		
313	22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to		
314	this Contract):  (A) Arbitration  (E) Seller Warranty  (I) Existing Mortgage		
315 316	☐(A) Arbitration ☐(E) Seller Warranty ☐(I) Existing Mortgage ☐(B) Section 1031 Exchange ☐(F) Coastal Construction Control Li☐(J) Buyer's Attorney Approval		
317	(C) Property Inspection and Repair (G) Flood Area Hazard Zone (K) Seller's Attorney Approval		
318	(D) Seller Representations (H) Seller Financing (D) Other		
319	23. ADDITIONAL TERMS:		
320	See Addendum 1		
321			
322	·		
323			
324			
325			
326			
327			
328			
329	WIRE FRAUD NOTICE, Criminals/hackers are targeting email accounts of various parties involved in real estate transactions (e.g., lawyers, title agents, mortgage brokers, Realtors®) which has led to fraudulent wiring instructions being used to divert funds to the		

WIRE FRAUD NOTICE, Criminals/hackers are targeting email accounts of various parties involved in real estate transactions (e.g., lawyers, title agents, mortgage brokers, Realtors®) which has led to fraudulent wiring instructions being used to divert funds to the criminal's bank account. These emails are convincing and may look legitimate. Before wiring any funds to any party (including lawyers, title agents, mortgage brokers, or real estate agents) the wiring party should personally call the intended recipient to confirm it is legitimate (i.e., confirm the ABA routing number or SWIFT code and credit account number) at a number that the wiring party independently obtains (e.g., the sales contract, their official website) and not use the number in the email to be sure that the legitimate party is being contacted. If Buyer or Seller has any reason to believe they may be a victim, immediately contact the sending bank, local law enforcement, and file a complaint with the FBI's Internet Crime Complaint Center@ www.ic3.gov.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.





acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

Serlal#: 013502-800172-4094361

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other 342 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its 343 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized 344 345 to do so. ATTENTION: SELLER AND BUYER 346 CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 347 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers 348 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian 349 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the 350 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. It is a crime to buy or knowingly sell property 351 352 in violation of the Act. At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. 353 Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act. 354 dotloop verified 04/07/25 2:47 PM EDT G1CX-PZCV-WZJG-E607 Date: \_\_\_\_\_ Cale Curtis 355 <del>(Dignature of Dayer</del> Margate Community Redevelopment Agency Tax ID No.: 356 (Typed or Printed Name of Buyer) Title: Executive Director Telephone: ccurtis@margatefl.com 357 358 (Signature of Buyer \_\_\_\_\_ Tax ID No.: \_\_\_\_\_ Cale Curtis 359 (Typed or Printed Name of Buyer) Telephone: Title: 360 C/O Weiss, Serota, Helfman, Cole + Bierman Attn: David Tolces, Esquire Buyer's Address for purpose of notice 2255 Glades Road, Suite 200-E, Boca Raton, FL 361 Email: DTolces@wsh-law.com Facsimile: 305-854-2323 362 Date: 4-15-25 (Signature of Seller) 363 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_ BLL CORPORATION 364 (Typed or Printed Name of Seller) Telephone: \_\_\_\_\_ 365 Date: \_\_\_\_\_ 366 (Signature of Seller) \_\_\_\_\_Tax ID No.: \_\_\_\_\_ 367 (Typed or Printed Name of Seller) Title:\_\_\_\_\_\_\_Telephone: \_\_\_\_\_\_ 368 Seller's Address for purpose of notice: 369 Email: Facsimile: 370 Florida REALTORS<sup>a</sup> makes 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 REALTOR\*. REALTOR\* is a registered collective membership mark which 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. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms

acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

©2024 Florida Realtors® Form Simplicity