Commercial Contract





1*	1. PARTIES AND PROPERTY:Ace Golf and/or Assigns		("Buyer")
2*	agrees to buy andMJS Golf Group, LLC		("Seller")
3*	agrees to sell the property as: Street Address:23253 Plantation Palms Blvd.		
4*	Land O Lakes	F	L 34639
5*	Legal Description: See Exhibit A Attached Containing Long Legal Description.		
6*			
7*	and the following Personal Property: See Exhibit B Attached Containing List of Pe	rsonal Prop	erty.
8*			
9	(all collectively referred to as the "Property") on the terms and conditions set forth below.		
10*	2. PURCHASE PRICE:	\$	700,000.00
11*	(a) Deposit held in escrow by Arrow Title LLC ("Escrow Agent") (checks are subject to actual and final collection)	\$	10,000.00
12 13*	Escrow Agent's address: 1022 Land O Lakes Blvd., Lutz, FL 33549 Phone:		
14*	(b) Additional deposit to be made to Escrow Agent within days after Effective Date	\$	
15*	(c) Additional deposit to be made to Escrow Agent within days after Effective Date		
16*	(d) Total financing (see Paragraph 5)		
17*	(e) Other		
18	(f) All deposits will be credited to the purchase price at closing. Balance to close, subject	t	
19* 20	to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer.	\$	690,000.00
21	3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this		
22* 23	and Buyer and an executed copy delivered to all parties on or before withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any	, this offe	r will be
24	days from the date the counter offer is delivered. The "Effective Date" of this Contract is		
25	last one of the Seller and Buyer has signed or initialed and delivered this offer or the		
26	Calendar days will be used when computing time periods, except time periods of 5 days or		
27	days or less will be computed without including Saturday, Sunday, or national legal holiday on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next busing		
28 29	essence in this Contract.	icss day. Tilli	
30	4. CLOSING DATE AND LOCATION:		
31*	(a) Closing Date: This transaction will be closed on (Closing	g Date), unles	s specifically
32	extended by other provisions of this Contract. The Closing Date will prevail over all other		
33	not limited to, Financing and Due Diligence periods. In the event insurance underwriting		
34	Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up	to 5 days afte	er the
35 36*	insurance underwriting suspensions lifted. Buyer (ac) (ac) and Seller (ac) acknowledge receipt of a copy of this page, which is Page 1 of 8 Page 1.	ages.	
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37* 38	will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.
39	5. THIRD PARTY FINANCING:
40* 41* 42* 43* 44 45*	BUYER'S OBLIGATION: Within days (5 days if left blank) after Effective Date, Buyer will apply for third party financing in an amount not to exceed % of the purchase price or \$, with a fixed 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 over years, with additional terms as follows:
46 47* 48 49 50 51 52* 53 54 55 56 57 58 59 60 61 62 63	Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within days (3 days if left blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract. If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter. 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. DEPOSIT(S) (for purposes of Paragraph 5 only): If Buyer has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction does not close.
64* 65* 66 67 68*	6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory 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, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)
69* 70 71*	provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as
72 73* 74* 75* 76 77 78 79 80* 81 82 83 84 85 86	(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) ☐ Seller's ☐ Buyer's expense and within 5 days ☑ after Effective Date ☐ or at least ☐ days before Closing Date deliver to Buyer (check one) ☑ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. ☐ (ii.) an 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 Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer 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 such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.
87 88 89*	(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 Buyer (1) and Seller (1) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.
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90* 91 92 93 94 95	(2) Buyer delivers proper written notice and Seller cures the defects within <u>10</u> days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. 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.
96 97* 98 99*	(c) Survey: (check applicable provisions below) [(i.)Seller will, within days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:
100 101 102 103* 104 105* 106* 107	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 date this Contract is terminated. Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, Buyer will accept the Property with existing encroachments such encroachments will constitute a title defect to be cured within the Curative Period.
108	(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.
110 111 112 113	7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b))
115* 116	(a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.
117* 118 119 120 121 122 123 124 125 126 127 128 130 131 132 133 134 135 136 137 138 139 140	(b) Due Diligence Period: Buyer will, at Buyer's expense and within days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is' condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conduct Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity tha
	Buyer (ac) and Selle (SM) (acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

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143	parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
144	to ensure that all Property is on the premises.

- 145 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, 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 **I** only with **Buyer's** consent ☐ without **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 152 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, 153 mailboxes, and security systems. 154
- (b) Costs: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing 155 156 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 157 prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances. 158
 - (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; 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 will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors 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 179 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will 180 pay all installments due and payable on or before the Closing Date, with any installment for any period extending 181 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the 182 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing 183 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 185 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and 186 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, 188 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will 189 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply 190 with the FIRPTA requirements including delivery of their respective federal taxpayer identification numbers or 191 agLacknowledge receipt of a copy of this page, which is Page 4 of 8 Pages. 192* Buyer

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- 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.
- 196 **10. ESCROW AGENT: Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to
 197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance
 198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of
 199 escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross
 200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,
 201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent
 202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of
 203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,
 204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If
 205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent
 206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover
 207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and
 208 charged and awarded as court costs in favor of the prevailing party.
- 209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged 210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-211* complying party specifying the non-compliance. The non-complying party will have ____ days (5 days if left blank) after 212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.
- 213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is 214 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit 215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. 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 either (1) receive a refund of **Buyer**'s deposit(s) or (2) seek specific performance. If **Buyer** elects a deposit refund, **Seller** will 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 221 all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the 222 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek 223 specific performance. If Seller retains the deposit, Seller will pay the Brokers named in Paragraph 20 fifty percent 224 of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the 225 brokerage fee. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate 226 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving 227 228 any remedy for Buyer's default.
- 229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the 230 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable 231 attorneys' fees, costs, and expenses.
- 232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or 233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, 234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) 235 representing a party will be as effective as if given by or delivered to that party.

236 16. DISCLOSURES:

(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

Buyer

Buyer

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- 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.

252 17. 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.
- 266* **18. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☐ is 267* not assignable ☑ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment 268 agreement to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "Broker" may be singular or 269 plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns 270 (if assignment is permitted).
- 19. 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.
- 278 **20. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, 279 a licensed real estate Broker other than:

280*	(a) Seller's Broker:	DENNIS REALTY & INV. CORP	. Robert	Rochlin ,
281		(Company Name)	(Licensee)	
282* 283		(Address, Telephone, Fax, E-mail)		
284*	who ☐ is a single ag	ent 🗷 is a transaction broker 🗌 has no	brokerage relationship and who	will be compensated
285*	by 🗌 Seller 🗌 Buye	er □ both parties pursuant to 🗷 a listing	agreement other (specify) _	
286*	1022 Land O Lakes	BlvdLutz_FL 33549. (813)948	-0999, ROBROCHLIN@GMAIL.CO	М
287* B	uyer accidental accide	ler (SM) acknowledge receipt of a copy of	of this page, which is Page 6 of 8 Pages	S.

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288*	(b) Buyer's Broker:	Dennis Realty & Inv.	Corp.	Rob Rochlin,
289	1000 - 10 - 1 - 1	(Company Name)	2)040 000	(Licensee)
290* 291	1022 Land O Lakes Blvd.	(Address, Telephone, Fax		, ROBROCHLIN@GMAIL.COM
292* 293* 294*	by Seller's Broker Seller	s a transaction broker 🗌 h	as no brok	erage relationship and who will be compensated an MLS offer of compensation dother (specify)
295 296 297 298 299 300 301	(collectively referred to as "Brok inquiries, introductions, consultation indemnify and hold Broker harm reasonable attorneys' fees at all inconsistent with the representation Paragraph 10, (3) any duty accesservices regulated by Chapter 4	ations, and negotiations re tless from and against los levels, and from liability t tion in this Paragraph, (2) epted by Broker at the req 75, Florida Statutes, as a	sulting in the ses, damage of any person enforceme uest of Sell mended, or	g to the Property, including but not limited to is transaction. Seller and Buyer agree to es, costs and expenses of any kind, including in, arising from (1) compensation claimed which is not action to collect a brokerage fee pursuant to er or Buyer , which is beyond the scope of (4) recommendations of or services provided and ds, or retains for or on behalf of Seller or Buyer .
	this Contract): Arbitration Section 1031 Exchange Property Inspection and	☐ Seller Warrant	ty ruction Cor azard Zone	e applicable and are attached as an addendum to Existing Mortgage trol Line Buyer's Attorney Approval Seller's Attorney Approval Other
309 310*	22. ADDITIONAL TERMS: A.) Earnest Money D	eposit will be s	ubmitte	d upon acceptance.
311*	B.) Contract is con addendum.	tingent upon 3rd	party	approval, see attached
312*				
	C.) Legal descripti			
314*	D.) Buyer does not	assume prior obl	igation	s or taxes.
	_	_	_	receives clear title.
	F.) Subject to HOA	cooperation and	approva	1.
317*	G.) Exhibits A and	B are to be made	part c	f this contract.
319*				
320*				
322 323 324 325 326 327 328 329 330 331 332	ADVICE OF AN ATTORNEY PERCENTATION PROFESSIONAL FOR LEGAL EFFECT OF LAWS ON THE PERCENTING REQUIREMENTS ADVICE. BUYER ACKNOWLE REPRESENTATIONS (ORAL, REPRESENTATIONS OR PUBLIC REPRESENTATION. BUYAND GOVERNMENTAL AGEN AND FACTS THAT MATERIAL BUYER ACCURATE	RIOR TO SIGNING. BRO ONS THAT ARE IMPORT ADVICE (FOR EXAMPLI ROPERTY AND TRANSA 6, ETC.) AND FOR TAX, I DGES THAT BROKER D WRITTEN OR OTHERWI LIC RECORDS UNLESS ER AGREES TO RELY S CIES FOR VERIFICATION OF THE COMPANY AFFECT PROPERTY ACKNOWLEDGE RECEIPT OF	KER ADVISON TO THE CONTROL OF SOLELY OF THE CONTROL	NOT FULLY UNDERSTOOD, SEEK THE SES BUYER AND SELLER TO VERIFY ALL HEM AND TO CONSULT AN APPROPRIATE RETING CONTRACTS, DETERMINING THE ATUS OF TITLE, FOREIGN INVESTOR CONDITION, ENVIRONMENTAL AND OTHER OCCUPY THE PROPERTY AND THAT ALL OKER ARE BASED ON SELLER NDICATES PERSONAL VERIFICATION OF ISELLER, PROFESSIONAL INSPECTORS PROPERTY CONDITION, SQUARE FOOTAGE
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334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other 335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its 336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized

ace Golf	Date: <u>02/19/2016</u>
9 (Signature of Burer)	
	Tax ID No:
(Typed or Printed Name of Buyer)	
2* Title:	Telephone:
*	Date:
(Signature of Buyer)	
5*	Tax ID No:
Typed or Printed Name of Buyer)	
7* Title:	Telephone:
8* Buyer's Address for purpose of notice:	
* Facsimile:	Email:acegolf@verizon.net
Authentision	
Steve Macdonald	Date: 2/26/2016
(Signature of Seller)	
MJS Golf Group, LLC	Tax ID No:
(Typed or Printed Name of Seller)	
4* Title:	Telephone:
4* I IIIe: Authorisism 5*	Date: 2/26/2016
(Signature of Saller)	
7*	Tax ID No:
7* (Typed or Printed Name of Seller)	
e* Title:	Telephone:
Seller's Address for purpose of notice:	
*Facsimile:	Email:

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