

PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE:

1 City of Dania Beach, a municipal corporation ("Seller"),
2 and Liberty Real Estate, Inc., a Florida corporation ("Buyer"),

3 agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

4 Address: 47 SW 15th Street, Dania Beach, Florida 33004-4242

5 Legal Description:

6 The West Forty (40) feet of Lot Eighteen (18), in Block Forty three (43), of NORTH HOLLYWOOD, according to the plat
7 thereof recorded in Plat Book 4, at Page 1, of the Public Records of Broward County, Florida. Property i.d. # 5142-03-10-
8 5750.

9 including all improvements and the following additional property:

10 n/a

PRICE AND FINANCING

2. PURCHASE PRICE:

15 \$ 13,700.00 payable by Buyer in U.S. funds as follows:
16 (a) \$ 1,000.00 Deposit received (checks are subject to clearance) on upon acceptance by Seller

by _____ for delivery to Daniel W. Humbert, P.A., attorney
Signature Name of Company ("Escrow Agent")
(Address of Escrow Agent) 12 S.E. 7th Street, #606, Ft. Lauderdale, FL 33301
(Phone # of Escrow Agent) (954) 533-8465

(b) \$ n/a Additional deposit to be delivered to Escrow Agent by _____
or _____ days from Effective Date (10 days if left blank).

(c) \$ n/a Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ n/a Other: _____
(e) \$ 13,700.00 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.

17 (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to
18 determine the purchase price is lot acre square foot other (specify: _____)
19 prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a calculation of
20 total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph 8(c) of
21 this Contract. The following rights of way and other areas will be excluded from the calculation:
22

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 and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all
interested parties.

(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 based on
Buyer's creditworthiness. 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
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.

46 Buyer (JTZ) and Seller (B) acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.
VAC-9 Rev. 4/07 © 2007 Florida Association of Realtors®, All rights reserved. Licensed to Alta Star Software, User Reg# S-2Y033TP3NR0PD20H-1021
Software and Added Formatting Copyright 2007 Alta Star Software, Inc. All Rights Reserved. (305) 279-8898

JTZ
4-25-12

47 (3) **Mortgage Assumption:** Buyer will take title subject to and assume and pay existing first mortgage to
 48 _____ LN# _____ in the approximate amount of
 49 \$ _____ currently payable at \$ _____ per month including principal, interest, taxes
 50 and insurance and having a fixed other (describe) _____
 51 interest rate of _____ % which will will not escalate upon assumption. Any variance in the mortgage will
 52 be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow
 53 account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds _____ % or the
 54 assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this
 55 agreement will terminate and Buyer's deposit(s) will be returned.

56 **CLOSING**

57 **4. CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and possession delivered ON OR BEFORE
 58 May 4 2012 June 14 2012 ("Closing Date"). Unless the Closing Date is specifically
 59 extended by the Buyer and Seller or by any other provision in this Contract, the Closing Date shall prevail over all other time
 60 periods including, but not limited to, financing and feasibility study periods. If on Closing Date insurance underwriting is
 61 suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not
 62 close for any reason, Buyer will immediately return all Seller-provided title evidence, surveys, association documents and
 63 other items.

64 **5. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be
 65 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective
 66 date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (In local cashier's
 67 checks if Seller requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph 17. In
 68 addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

69 **(a) Seller Costs:**

- 70 Taxes on the deed
- 71 Recording fees for documents needed to cure title
- 72 Title evidence (if applicable under Paragraph 8)
- 73 Other: NONE

74 **(b) Buyer Costs:**

- 75 Taxes and recording fees on notes and mortgages
- 76 Recording fees on the deed and financing statements
- 77 Loan expenses
- 78 Lender's title policy at the simultaneous issue rate
- 79 Inspections
- 80 Survey and sketch
- 81 Insurance
- 82 Other: _____

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

- 84 (1) The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment. Seller will select the title
 85 agent and will pay for the owner's title policy, search, examination and related charges or Buyer will select the title
 86 agent and pay for the owner's title policy, search, examination and related charges or Buyer will select the title agent
 87 and Seller will pay for the owner's title policy, search, examination and related charges.
- 88 (2) Seller will provide an abstract as specified in Paragraph 8(a)(2) as title evidence. Seller Buyer will
 89 pay for the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including
 90 tax search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and
 91 closing fees.

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

95 **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY**
 96 **TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR**
 97 **SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS**
 98 **REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY**
 99 **QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR**
 100 **FURTHER INFORMATION.**

101 **(e) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i)
 102 the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of
 103 the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before
 104 closing, and Buyer will pay all other amounts. If special assessments may be paid in installments Buyer Seller
 105 (if left blank, Buyer) shall pay installments due after closing. If Seller is checked, Seller will pay the assessment in full
 106 prior to or at the time of closing. Public body does not include a Homeowner Association or Condominium Association.

107 Buyer (JTZ) and Seller ([Signature]) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.

JTZ
4-25-12

108 **(f) Tax Withholding:** If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code
 109 requires Buyer to withhold 10% of the amount realized by the Seller on the transfer and remit the withheld amount to the
 110 Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) Seller provides Buyer with
 111 an affidavit that Seller is not a "foreign person", (2) Seller provides Buyer with a Withholding Certificate providing for
 112 reduced or eliminated withholding, or (3) the gross sales price is \$300,000 or less, Buyer is an individual who purchases
 113 the Property to use as a residence, and Buyer or a member of Buyer's family has definite plans to reside at the Property
 114 for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer.
 115 The IRS requires Buyer and Seller to have a U.S. federal taxpayer identification number ("TIN"). Buyer and Seller agree
 116 to execute and deliver as directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA
 117 requirements including applying for a TIN within 3 days from Effective Date and delivering their respective TIN or Social
 118 Security numbers to the Closing Agent. If Seller applies for a withholding certificate but the application is still pending as
 119 of closing, Buyer will place the 10% tax in escrow at Seller's expense to be disbursed in accordance with the final
 120 determination of the IRS, provided Seller so requests and gives Buyer notice of the pending application in accordance
 121 with Section 1445. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver
 122 to Buyer at closing the additional cash necessary to satisfy the requirement. Buyer will timely disburse the funds to the
 123 IRS and provide Seller with copies of the tax forms and receipts.
 124 **(g) 1031 Exchange:** If either Seller or Buyer wishes to enter into a like-kind exchange (either simultaneously with closing
 125 or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable
 126 respects to effectuate the Exchange including executing documents; provided, however, that the cooperating party will
 127 incur no liability or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by
 128 the Exchange.

PROPERTY CONDITION

129 **6. LAND USE:** Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, with conditions
 130 resulting from Buyer's inspections and casualty damage, if any, excepted. Seller will maintain the landscaping and grounds in
 131 a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without
 132 the Buyer's prior written consent.

133 **(a) Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which
 134 flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property
 135 and rebuilding in the event of casualty.

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

139 **(c) Inspections: (check (1) or (2) below)**
 140 **(1) Feasibility Study:** Buyer will, at Buyer's expense and within _____ days from Effective Date ("Feasibility
 141 Study Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion,
 142 for _____ use.

143 During the Feasibility Study Period, Buyer may conduct a Phase I environmental assessment and any other tests,
 144 analyses, surveys and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction
 145 the Property's engineering, architectural and environmental properties; zoning and zoning restrictions; subdivision
 146 statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and
 147 regional growth management plans; availability of permits, government approvals, and licenses; and other inspections
 148 that Buyer deems appropriate to determine the Property's suitability for the Buyer's intended use. If the Property must
 149 be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents
 150 Buyer is required to file in connection with development or rezoning approvals.

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

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

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

172 Buyer JFZ and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.
 VAC-9 Rev. 4/07 © 2007 Florida Association of Realtors®. All rights reserved. Licensed to Alta Star Software,
 Software and Added Formatting Copyright 2007 Alta Star Software, Inc. All Rights Reserved. (305) 270-8898

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

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

TITLE

8. 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 **Buyer's** intended use of the Property as permitted by current zoning.

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 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 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 and delivered no later than 2 days before Closing Date.

(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 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 5 days prior to 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.

(d) Coastal Construction Control Line: If any part of the Property lies seaward of the coastal construction control line as defined in Section 161.053 of the Florida Statutes, **Seller** shall 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. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased.

Buyer waives the right to receive a CCCL affidavit or survey.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME; FORCE MAJEURE:

(a) Effective Date: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

(b) Time:

All time periods expressed as days 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.

Buyer (JTT) () and Seller (K) () acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

238 (c) **Force Majeure:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each
 239 other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by
 240 an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire,
 241 unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the Buyer or
 242 Seller and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or
 243 overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force
 244 majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30
 245 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and Buyer's
 246 deposit shall be refunded.

247 **10. NOTICES:** All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or
 248 electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract,
 249 regarding any contingencies will render that contingency null and void and the Contract will be construed as if the
 250 contingency did not exist. Any notice, document or item delivered to or received by an attorney or licensee (including
 251 a transaction broker) representing a party will be as effective as if delivered to or by that party.

252 **11. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage
 253 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.
 254 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound.
 255 This Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications
 256 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.
 257 Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this
 258 Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller
 259 will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any
 260 public records.

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

264 **DEFAULT AND DISPUTE RESOLUTION**

265 **13. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent
 266 effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit
 267 without waiving the right to seek damages or to seek specific performance as per Paragraph 14. Seller will also be liable to
 268 Broker for the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time
 269 specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be
 270 paid as liquidated damages or to seek specific performance as per Paragraph 14; and Broker will, upon demand, receive 50%
 271 of all deposits paid and agreed to be paid (to be split equally among Brokers) up to the full amount of the brokerage fee.

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

274 (a) **Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days
 275 from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent
 276 will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida
 277 Real Estate Commission. ("FREC"). Buyer and Seller will be bound by any resulting award, judgment or order. A broker's
 278 obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the
 279 escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so chooses,
 280 applies only to brokers and does not apply to title companies, attorneys or other escrow companies.

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

289 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by
 290 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a
 291 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or
 292 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in
 293 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is
 294 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties.
 295 Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the
 296 arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to
 297 the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

298 Buyer (JFZ) and Seller (B) acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.

299

ESCROW AGENT AND BROKER

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

308 **16. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises **Buyer and Seller** to verify all facts and representations
309 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,
310 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect
311 of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property condition,
312 environmental and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all
313 representations (oral, written or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to**
314 **rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and**
315 **facts that materially affect Property value.** **Buyer and Seller** respectively will pay all costs and expenses, including
316 reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in
317 connection with or arising from **Buyer's or Seller's** misstatement or failure to perform contractual obligations. **Buyer and Seller**
318 hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage
319 based on (1) **Buyer's or Seller's** misstatement or failure to perform contractual obligations; (2) Broker's performance, at
320 **Buyer's and/or Seller's** request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended,
321 including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and
322 (4) expenses incurred by any vendor. **Buyer and Seller** each assume full responsibility for selecting and compensating their
323 respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will
324 be treated as a party to this Contract. This paragraph will survive closing.

325 **17. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to Closing**
326 **Agent: Seller and Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
327 separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker
328 has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse
329 brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by
330 **Seller** or listing broker to cooperating brokers.

331 _____
332 *Selling Sales Associate/License No.* _____ *Selling Firm/Brokerage Fee: (\$ or % of Purchase Price)* _____

333 Sophiak Chouhane Broker Breaker Inc
334 *Listing Sales Associate/License No.* 309316 *Listing Firm/Brokerage Fee: (\$ or % of Purchase Price)* 6%

ADDITIONAL TERMS

- 335 **18. ADDITIONAL TERMS:**
- 336
- 337 1. Seller to be solely responsible for payment of all broker's fees pursuant to separate agreement.
- 338 2. Property to be free and clear of outstanding Municipal Code violations on the Closing Date. This provision shall
- 339 survive the closing.
- 340 3. This Contract is subject to the approval of the City Commission of Dania Beach.
- 341 _____
- 342 _____
- 343 _____
- 344 _____
- 345 _____
- 346 _____

347 Buyer (JTC) and Seller (B) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

348 _____
 349 _____
 350 _____
 351 _____
 352 _____
 353 _____
 354 _____
 355 _____
 356 _____
 357 _____

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

359 OFFER AND ACCEPTANCE

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

364 COUNTER OFFER / REJECTION

365 Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver
 366 a copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from
 367 the date the counter is delivered. Seller rejects Buyer's offer.

Liberty Real Estate, Inc., a Florida corporation

368 Date: 4-25-12 Buyer: John T. Zimmerman, Jr.
 369 Print name: John T. Zimmerman, Jr., President
LIBERTY REAL ESTATE, INC.

370 Date: 4-25-12 Buyer: _____
 371 Phone: 954-927-1090 Print name: _____
 372 Fax: 954-925-6935 Address: _____
 373 Email: _____

City of Dania Beach, a municipal corporation

374 Date: 5/7/12 Seller: Robert Baldwin
 375 Print name: Robert Baldwin CITY OF DANIA BEACH

376 Date: _____ Seller: _____
 377 Phone: _____ Print name: _____
 378 Fax: _____ Address: _____
 379 Email: _____

380 Effective Date: _____ (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

381 Buyer (JTB) and Seller ([Signature]) acknowledge receipt of a copy of this page, which is Page 7 of 7 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. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms.



LIBERTY REAL ESTATE, INC.
DBA LIBERTY APARTMENT SUITES
1501 SW 2ND AVENUE
DANIA BEACH, FL 33004
(954) 927-0038

6435
653413812631

DATE 4-25-12

PAY TO THE ORDER OF Travel W. Hunter P.A. - Expenses Acct. \$ 1000⁰⁰

One Thousand DOLLARS

FOR Robert T. Jaramila

BRAT BRANCH-SPRING LAKE TRUST COMPANY
1-800-894-6871 BRAT.com

⑆00006435⑆ ⑆263191187⑆⑆00000557089⑆