#073 P.001/008

Commercial Contract

	FloridaRealtors
"## <u>}</u> [FINITUONEALLUIS

1.	1. PARTIES AND PROPER	TY: LILLIE M. HOBBS		(!Duna!)
5.	agrees to buy and CITY OF DANIA DEACH			
3*	agrees to sell the property as: Street Address: 715 NW 1 Street Dania heach Et			·
4.		di d	The second secon	Verlanger (common des regulates des common de
5*		th 1/2 of a parcel of land bounded on the North by Lot 1,	on the South by I	
6"	on the West by Lot 11 and on the East by NW 7 Avenue, Saratoga as recorded in Plat Book 18, Page 23 of th			
7°	Records of Browned County, FC. and the following Personal Property:			
•				
9	· · · · · · · · · · · · · · · · · · ·	the "Property") on the terms and conditions set forth be	low.	The state of the s
a *	2. PURCHASE PRICE:		\$	16,100
1*	(a) Deposit held in escrow	by("Escrow Agent") (checks are subject to actual and final collect		
2	ffee one Assessed to the	("Escrow Agent") (checks are subject to actual and final collect	(noil	
3*				
4*		made to Escrow Agent within 3 days after Effective		
S*	(c) Additional deposit to be	made to Escrow Agent within days after Effective	Date \$	
3 -	(d) Total financing (see Pa	ragraph 5)	\$	
7*	(e) Other		\$	
3)*	(f) All deposits will be credi	ted to the purchase price at closing. Balance to close, s ons, to be paid with locally drawn cashier's or official ban	subject	10,000
; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ;	withdrawn and the Buyer's didays from the date the counts ast one of the Seller and Brader days will be used will ave or less will be computed	computation of Time: Unless only delivered to all parties on or before May 28, 28 aposit, if any, will be returned. The time for acceptance or offer is delivered. The "Effective Date" of this Contraver has signed or initialed and delivered this offer onen computing time periods, except time periods of 5 day without including Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next	of any counter offe act is the date on or the final countrys or less. Time p	er will be or will be 3 I which the er offer, eriods of 5
4	. CLOSING DATE AND LO	ATION:		
	Date and Buyer is unable to insurance underwriting susp	s of this Contract. The Closing Date will prevail over all of Due Diligence periods. In the event insurance underwroods obtain property insurance, Buyer may postpone closin ension is lifted.	iting is suspended g up to 5 days afte	including, but
В	uyard A and Seller (C	acknowledge receipt of a copy of this page, which is Page 1	of 8 Pages.	
	C-4 Rev. 12/10 @2010 Florida Assor			

Commence and the commence of t

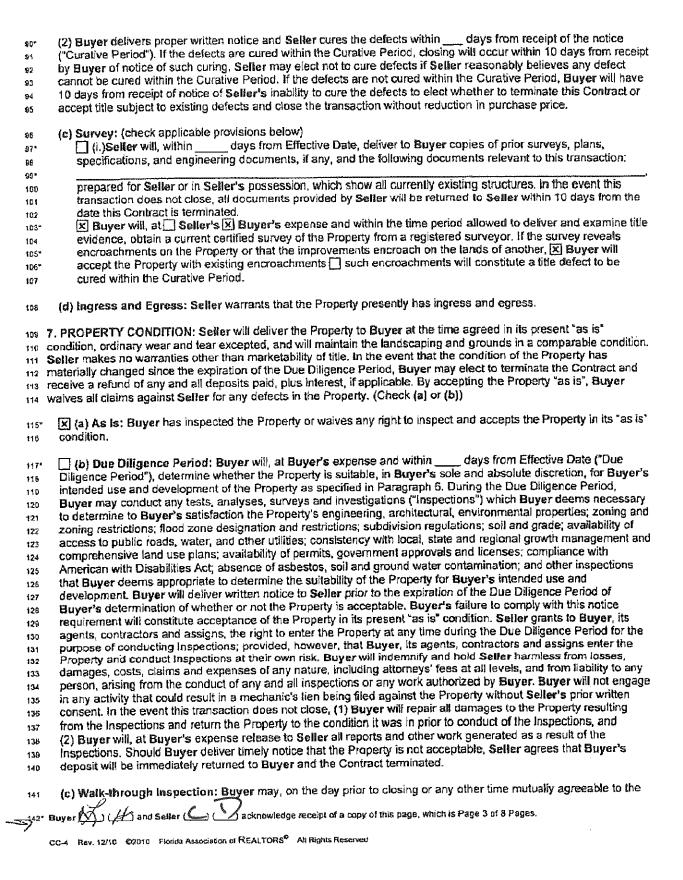
From:

05/16/2012 13:09

37° 38	(b) Location: Closing will take place in 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.
39	5. THIRD PARTY FINANCING:
40° 41° 42° 43° 44	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:
449 447° 440 450 551 552° 553 554 555 556 557 569 560 560 560 560 560 560 560 560 560 560	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.
54* 35* 56 37	6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty deed solver. 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)
19* 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 78 78 30* 33 34 34 35	(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 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 Selfer then (i.) above will be the evidence of title.
37 38	(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 (2) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.
ブ	CC-4 Rev. 12/10 62010 Florida Association of REALTORS ⁶ All Rights Reserved
	AND THE PARTY OF THE PROPERTY

From:

#073 P.003/008 05/16/2012 13:10



变的情况是完全的关键的 1955年,我们就是这种的人,我们就是这个人的人,我们就是这个人的人,我们也没有一个人的人,我们就是这个人的人,我们就是这个人,我们就是

#073 P.004/008

From:

05/16/2012 13:11

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, 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 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 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: Setter will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable 159 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each 160 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its 181 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, 162 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium 163 documents, if applicable, assignments of leases, updated rent roll, tenant and lender estoppels letters; tenant 164 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender; 165 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in 186 ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information 167 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors 158 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and :59 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security 170 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and 171 financing statements. 172
- (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 161 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the 162 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing 163 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially 164 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. 187
- (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 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

92" Buyer and Sellor Care acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages,

CC-4 Rev. 12/10 6/2010 Florida Association of REALTORS At Rights Reserved

From:

#073 P.005/008 05/16/2012 13:12

Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Setter will deliver to Buyer at closing the additional cash necessary to satisfy the 193 194 requirement. 195

198 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 188 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of 198 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 sult in which Agent 200 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 alteged 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.

215 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 217 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, Setter will be liable to Broker for the full amount of the 218 218 brokerage lee. 220
- (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Setter may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the 221 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek 222 specific performance. If Seller retains the deposit, Seller will pay the Brokers named in Paragraph 20 fifty percent 223 of all forfeited deposits retained by Setter (to be split equally among the Brokers) up to the full amount of the 224 brokerage fee. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate 225 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving 226 227 any remedy for Buyer's default. 228
- 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, 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.

235 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 238

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

CC-4 Rev. 12/10 @2010 Florida Association of REALTORS All Rights Reserved

05/16/2012 13:13

241 242	proceeds is a lien upon pers interest in real property. Thi	sonal property which attaches to the own is lien right cannot be waived before the	er's net proceeds commission is ear	and does not attach to any ned.			
243 244 245	assessment lien(s) imposed) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special sessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such ins. if any, shall be paid as set forth in Paragraph 9(e).					
246 247 248 249	sufficient quantities, may pre-	Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in icient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that eed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon radon radon testing may be obtained from your county public health unit.					
250 251	(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553,996, Florida Statutes.						
252 1	7. RISK OF LOSS:						
253 254 255 256 257 258 259	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 Setter will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Setter's claim to any insurance proceeds payable for the damage. Setter will cooperate with and assist Buyer in collecting any such proceeds. Setter shall not settle any insurance claim for damage caused by casualty without the consent of the						
260 261 262 263 264 285	right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancer 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						
267° D 268 A 269 D 270 (i	ot assignable is assignable greement to the Seller at lea lural. This Contract is binding if assignment is permitted).	DNS BOUND: This Contract may be asside. If this Contract may be assigned, Buy ast 5 days prior to Closing. The terms "Big upon Buyer, Seller and their heirs, per	er shall deliver a uyer," "Seller" ar sonal representati	copy of the assignment nd "Broker" may be singular or ives, successors and assigns			
272 N 273 S 274 e 275 fy 276 is 277 C	Modifications of this Contract of Signatures, initials, documents dectronically or on paper will be ypewritten terms inserted in o s or becomes invalid or unent construed under Florida law a	terms of this Contract constitute the entire will not be binding unless in writing, signers referenced in this Contract, counterpart be acceptable for all purposes, including or attached to this Contract prevail over proceedie, all remaining provisions will count will not be recorded in any public recorded.	ed and delivered to the sand written modelivery, and will preprinted terms. It intinue to be fully a pords.	by the party to be bound. diffications communicated be binding. Handwritten or fany provision of this Contract effective. This Contract will be			
278 2 279 3	O. BROKERS: Neither Selle Licensed real estate Broker (r nor Buyer has used the services of, or other than:		•			
280"	(a) Seller's Broker:	BROKER BREAKER INC		HIA CHOUCHANE Densee)			
281 282* 283	225 E DANIA BEACH	BLVD #205 DANIA BEACH, FL (Address, Telephone, Fax, E-mail)	33004	sophia@brokerbreaker.co			
4.00		·					

who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated

by ☑ Seller ☐ Buyer ☐ both parties pursuant to ☑ a listing agreement ☐ other (specify) ___

287* Buyer (1) (1) and Seller (1) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

CC-4 Rev. 12/10 62010 Florida Association of REALTORS® All Rights Reserved

: formsimplicity

284°

285*

* form simplicity

From:

C5/16/2012 13:14

BROKER BREAKER INC SOPHIA CHOUCHANE (b) Buyer's Broker: ___ 288 (Licensee) 289 (Company Name) DANIA BEACH, FL 225 E DANIA BEACH BLVD #205 33004 sophia@brokerbreaker.co 280 (Address, Telephone, Fax, E-mair) 291 who ☐ is a single agent x is a transaction broker ☐ has no brokerage relationship and who will be compensated 292 by Seller's Broker Seller Buyer both parties pursuant to an MLS offer of compensation other (specify) 293* 285 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to 288 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to 207 Indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including 298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is 298 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to 300 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and 302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer. 303 21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to 304 this Contract): Seller Warranty Existing Mortgage Arbitration 305* Coastal Construction Control Line Buyer's Attorney Approval Section 1031 Exchange 306* Seller's Attorney Approval ☐ Property Inspection and Repair ☐ Flood Area Hazard Zone 307 Other___ Seller Financing Seller Representations 308* 309 22, ADDITIONAL TERMS: THIS IS A CASH OFFER, CLOSING TO TAKE PLACE AS SOON AS POSSIBLE. 321 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE 322 ADVICE OF AN ATTORNEY PRIOR TO SIGNING, BROKER ADVISES BUYER AND SELLER TO VERIFY ALL 323 FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE 324 PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE 325 EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR 326 REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER 327 ADVICE, BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL 328 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER 129 REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF 130 THE REPRESENTATION, BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS 131 AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE 332 AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE. acknowledge receipt of a copy of this page, which is Page 7 of 6 Pages. and Seller 333 Buyer CC-4 Rev. 12/10 ©2010 Florida Association of REALTORS® All Rights Reserved

From:

#073 P.008/008 05/16/2012 13:15

· · · · · · · · · · · · · · · · · · ·
Tax ID No:
Telephone:
Date:
Tax ID No:
Telephone:
W.33H Drive, haudertill/41
Email:
Date: <u>M47</u> 23, 2012
Tax ID No:
Telephone:
Date:
Tax ID No:
Tax ID No:
Telephone:
Email:
validity or adequacy of any provision of this form in any specific transaction. This riders or additions. This form is available for use by the entire real estate industry disclictive membership mark which may be used only by real estate licensees who ribe to its Code of Ethics.