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11 Attorneys for Court-Appointed Receiver  
 12 KRISTA L. FREITAG

13 UNITED STATES DISTRICT COURT  
 14 CENTRAL DISTRICT OF CALIFORNIA

15  
 16 SECURITIES AND EXCHANGE  
 COMMISSION,

17 Plaintiff,

18 vs.

19 INTEGRATED NATIONAL  
 20 RESOURCES, INC. dba  
 WEEDGENICS, ROLF MAX  
 21 HIRSCHMANN aka "MAX  
 BERGMANN," PATRICK EARL  
 22 WILLIAMS,

23 Defendants, and

24 WEST COAST DEVELOPMENT LLC,  
 INR CONSULTING LLC (WYOMING  
 25 ENTITY), OCEANS 19 INC.,  
 AUTOBAHN PERFORMANCE LLC,  
 26 ONE CLICK GENERAL MEDIA INC.,  
 OPUS COLLECTIVE, JOHN ERIC  
 27 FRANCOM, INR-CA INVESTMENT  
 HOLDINGS, LLC, MICHAEL  
 28 DELGADO, TOTAL SOLUTION  
 CONSTRUCTION LLC. BAGPIPE

Case No. 8:23-cv-00855-JWH-KES

**DECLARATION OF KRISTA L.  
 FREITAG IN SUPPORT OF  
 RECEIVER'S MOTION FOR  
 (A) APPROVAL OF SALE OF REAL  
 PROPERTY LOCATED AT 21 ISLE  
 OF VENICE DRIVE, #402, FORT  
 LAUDERDALE, FLORIDA;  
 (B) AUTHORITY TO PAY  
 BROKER'S COMMISSION**

Date: March 21, 2025  
 Time: 9:00 a.m.  
 Ctrm: 9D  
 Judge: Hon. John W. Holcomb

1 HOLDINGS LLC, BAGPIPE  
MULTIMEDIA LLC, TYLER  
2 CAMPBELL, INR CONSULTING LLC  
(CALIFORNIA ENTITY), HIDDEN  
3 SPRINGS HOLDINGS GROUP LLC,  
and ALEXANDRIA PORTER BOVEE  
4 aka "AIA MONTGOMERY",

5 Relief Defendants.

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1 I, Krista L. Freitag, declare as follows:

2 1. I am the permanent receiver for Defendant Integrated National  
3 Resources, Inc. d/b/a WeedGenics (“INR”), and Relief Defendants West Coast  
4 Development LLC, INR Consulting LLC (Wyoming entity), Oceans 19 Inc.,  
5 Autobahn Performance LLC, One Click General Media Inc., Opus Collective, INR  
6 Consulting LLC (California entity), Hidden Springs Holdings Group LLC, Total  
7 Solution Construction LLC, Bagpipe Holdings LLC, Bagpipe Multimedia LLC, and  
8 INR-CA Investment Holdings, LLC, and their subsidiaries and affiliates  
9 (collectively, the “Receivership Entities”). I make this declaration in support of my  
10 Motion for (A) Approval of Sale of Real Property Located at 21 Isle of Venice  
11 Drive, #402, Fort Lauderdale, Florida; (B) Authority to Pay Broker’s Commission  
12 (“Motion”). I have personal knowledge of the facts set forth herein and, if called as  
13 a witness, could and would competently testify to such facts under oath.

14 2. The receivership estate includes a luxury condominium located at 21  
15 Isle of Venice Drive, #402, Fort Lauderdale, Florida (“Isle of Venice Property”).  
16 The Isle of Venice Property is approximately 2,531 square feet, has three bedrooms  
17 and three bathrooms, is fully furnished, and comes with two reserved parking spaces  
18 and a boat slip. The property was purchased in May 2023 by Autobahn  
19 Performance LLC for \$2,500,000.<sup>1</sup>

20 3. The building in which the Isle of Venice Property is located is involved  
21 in a homeowner’s association (HOA) construction defect lawsuit that has resulted in  
22 two special assessments to the owners. The HOA fees (not including the  
23 aforementioned special assessments which pro rata share has been paid in full by  
24 Autobahn) are approximately \$2,500 per month. The appraised value of the  
25 property as of August 2024 was \$2,400,000.

26

27

28 <sup>1</sup> The personal property included in the original purchase reflected \$100,000 of the purchase price.

1           4.     My staff and I consulted with multiple licensed brokers about the value  
2 of the property and terms of a potential listing agreement. All suggested a listing  
3 price generally near the August 2024 appraised value, however, some of the  
4 brokers interviewed for the listing were unwilling to negotiate their commission.  
5 Ultimately, I selected Les Waites of Keyes Company (“Broker”) and had the Isle of  
6 Venice Property listed for sale at \$2,495,000 in May 2024. The property was listed  
7 on the local MLS, which syndicates information on all major real estate platforms  
8 including Zillow, Redfin, and Realtor.com, and Broker also held at least four open  
9 houses. Initial interest in the property was limited and, in consultation with Broker,  
10 I periodically lowered the price.

11           5.     In December 2024, I was notified by Broker that a very similar  
12 property in the same building sold for \$1,875,000. An offer for the Isle of Venice  
13 Property was then received at \$2,050,000 from Scott Reich (“Buyer”), and, through  
14 Broker, I was able to negotiate the price up to \$2,100,000. Through Broker, I sent a  
15 counteroffer to clarify receivership specific terms, and the overbid/auction process,  
16 which the Buyer accepted. Through Broker, the prospective purchasers who  
17 showed interest in the property have been invited to participate in the  
18 overbid/auction process discussed below. The MLS listing has also been updated to  
19 seek overbidders.

20           6.     I believe the proposed sale to Buyer pursuant to the Agreement is in the  
21 best interests of the estate. The Isle of Venice Property was listed on the MLS with  
22 a licensed broker, at least four open houses were held, and the property was shown  
23 to all interested parties. The property was on the market for approximately nine  
24 months. During that time, three offers were received, including the current offer.  
25 For each offer, terms were negotiated, however, only the current offer resulted in a  
26 completed Agreement. I have found no evidence that the proposed sale is anything  
27 other than an ordinary arm’s length transaction. The purchase price is fair and  
28

1 reasonable and substantially exceeds the recent purchase price for a very similar unit  
2 in the same building.

3 7. With respect to Broker's commission, Broker appears to have broadly  
4 marketed the Isle of Venice Property for sale, to include its posting on the MLS and  
5 its own website. The listing agreement is typical for the local area and the  
6 commission offered is consistent with the lower range of industry standards for  
7 commissions paid to brokers for sales of residential properties. In negotiating the  
8 commission rate, I considered a recently enacted settlement that the National  
9 Association of Realtors entered with the Department of Justice. Accordingly, I  
10 request authorization to pay Broker the commission amount in accordance with the  
11 listing agreement.

12 I declare under penalty of perjury that the foregoing is true and correct.

13 Executed on February 19, 2025, at Los Angeles, California.

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\_\_\_\_\_  
Krista L. Freitag

# **EXHIBIT A**



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“AS IS” Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1\* PARTIES: Autobahn Performance Llc Krista Freitag, solely in her capacity as court appointment receiver ("Seller"),
2\* and Scott Reich ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract"):

6 1. PROPERTY DESCRIPTION:

7\* (a) Street address, city, zip: 21 Isle Of Venice Dr 402 Fort Lauderdale 33301
8\* (b) Located in: Broward County, Florida. Property Tax ID #: 5042-12-BA-0060
9\* (c) Real Property: The legal description is
10 AQUAMAR LAS OLAS CONDO UNIT 21-402 PER CDO INSTR# 114404563

11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
12 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
13 by other terms of this Contract.

14 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
15 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
16 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
17 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s),
18 television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox
19 keys, and storm shutters/storm protection items and hardware ("Personal Property").
20 Other Personal Property items included in this purchase are: All furnishings, Fixtures, Kitchen Ware, Tvs

21\* Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

22 (e) The following items are excluded from the purchase: None
23
24\*
25

26 PURCHASE PRICE AND CLOSING

27\* 2. PURCHASE PRICE (U.S. currency):..... \$ 2,100,000.00

28\* (a) Initial deposit to be held in escrow in the amount of (checks subject to Collection) ..... \$ 25,000.00

29 The initial deposit made payable and delivered to "Escrow Agent" named below
30\* (CHECK ONE): (i)  accompanies offer or (ii)  is to be made within 2 (if left blank,
31 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)
32 SHALL BE DEEMED SELECTED.

33\* Escrow Agent Name: James Hurchella
34\* Address: 1700 E Las Olas Blvd Fort Lauderdale FL 33301 Phone: 954-462-6776
35\* Email: jhurch@jjhpa.com Fax:

36\* (b) Additional deposit to be delivered to Escrow Agent within 10 (if left blank, then 10)
37\* days after Effective Date ..... \$ 185,000.00

38 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

39\* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8.....

40\* (d) Other:..... \$

41 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
42\* transfer or other Collected funds (See STANDARD S)..... \$ 1,890,000.00

43 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45\* 1/29/2025, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
47 the counter-offer is delivered.

48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
49 initialed and delivered this offer or final counter-offer ("Effective Date").

50 4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are
51 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
52 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

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Seller's Initials DS KF





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53\* this Contract, the Closing shall occur on 3/3/2025 ("Closing Date"), at the time  
54 established by the Closing Agent.

55 **5. EXTENSION OF CLOSING DATE:**

56 (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial  
57 Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is  
58 checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be  
59 extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7  
60 days.

61 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the  
62 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be  
63 extended as provided in STANDARD G.

64 **6. OCCUPANCY AND POSSESSION:**

65 (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property  
66 to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all  
67 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and  
68 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss  
69 to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and  
70 shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-  
71 CLOSING OCCUPANCY BY BUYER.

72 (b)  **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is  
73 subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after  
74 Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof  
75 shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all  
76 within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of  
77 occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such  
78 election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the  
79 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s)  
80 and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not  
81 be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after  
82 Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

83\* **7. ASSIGNABILITY: (CHECK ONE):** Buyer  may assign and thereby be released from any further liability under  
84\* this Contract;  may assign but not be released from liability under this Contract; or  may not assign this Contract.  
85 IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

86 **FINANCING**

87 **8. FINANCING:**

88\*  (a) This is a cash transaction with no financing contingency.

89\*  (b) This Contract is contingent upon, within \_\_\_\_\_ (if left blank, then 30) days after Effective Date ("Loan  
90\* Approval Period"): (1) Buyer obtaining approval of a  conventional  FHA  VA or  other \_\_\_\_\_  
91\* (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):**  fixed,  adjustable,  fixed or  
92\* adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_ % (if left  
93\* blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30)  
94 years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation  
95 of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required  
96 for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

97\* (i) Buyer shall make application for Financing within \_\_\_\_\_ (if left blank, then 5) days after Effective Date  
98 and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of  
99 Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this  
100 Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval  
101 unless Rider V is attached.

102 Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall  
103 be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes,  
104 but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender  
105 and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

106 (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's  
107 mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions  
108 of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

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Seller's Initials LF





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109 and progress and release preliminary and finally executed closing disclosures and settlement statements, as  
110 appropriate and allowed, to Seller and Broker.

111 (iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing  
112 prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval  
113 Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver  
114 written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

115 (iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the  
116 terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by  
117 delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided  
118 Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer  
119 and Seller from all further obligations under this Contract.

120 (v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller  
121 prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though  
122 Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate  
123 this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval  
124 Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit  
125 thereby releasing Buyer and Seller from all further obligations under this Contract.

126 (vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer  
127 thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's  
128 default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan  
129 Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by  
130 other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer  
131 and Seller from all further obligations under this Contract.

132  (c) Assumption of existing mortgage (see Rider D for terms).

133  (d) Purchase money note and mortgage to Seller (see Rider C for terms).

134 **CLOSING COSTS, FEES AND CHARGES**

135 **9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

136 **(a) COSTS TO BE PAID BY SELLER:**

- 137 • Documentary stamp taxes and surtax on deed, if any
- 138 • Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- 139 • Title search charges (if Paragraph 9(c)(iii) is checked)
- 140 • Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- 141\* • Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Seller's Closing Services
- Other: \_\_\_\_\_

142 If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11,  
143 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at  
144 Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay  
145 such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

146 **(b) COSTS TO BE PAID BY BUYER:**

- 147 • Taxes and recording fees on notes and mortgages
- 148 • Recording fees for deed and financing statements
- 149 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- 150 • Survey (and elevation certification, if required)
- 151 • Lender's title policy and endorsements
- 152 • HOA/Condominium Association application/transfer fees
- 153 • Municipal lien search (if Paragraph 9(c)(ii) is checked)
- 154\* • Other: \_\_\_\_\_
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)
- Buyer's Closing Services

155\* **(c) TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if left blank, then 15, or if Paragraph 8(a) is checked,  
156 then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida  
157 licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title  
158 Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be  
159 obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title  
160 covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective  
161 Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be  
162 paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will  
163 be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally  
164 mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"

Buyer's Initials SR

Seller's Initials DS  
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165 means a search of records necessary for the owner's policy of title insurance to be issued without exception for  
166 unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body,  
167 authority or agency.

168 "Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party  
169 shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each  
170 party may select.

171 (CHECK ONE):

172\*  (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums  
173 for any lender's title policy and endorsements; or

174\*  (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any  
175 lender's title policy and endorsements; or

176\*  (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Buyer shall designate Closing Agent and pay for  
177 premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation.  
178 Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title  
179\* insurance underwriter, not to exceed \$ \_\_\_\_\_ (if left blank, then \$200.00); (B) tax search; and (C)  
180 municipal lien search.

181 (d) SURVEY: At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property  
182 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real  
183 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

184\* (e) HOME WARRANTY: At Closing,  Buyer  Seller  N/A shall pay for a home warranty plan issued by  
185\* \_\_\_\_\_ at a cost not to exceed \$ \_\_\_\_\_. A home  
186 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in  
187 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

188 (f) SPECIAL ASSESSMENTS: At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body  
189 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and  
190 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an  
191 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being  
192 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may  
193 be paid in installments (CHECK ONE):

194\*  (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.  
195 Installments prepaid or due for the year of Closing shall be prorated.

196\*  (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body  
197 to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be  
198 deemed selected for such assessment(s).

199 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

200 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district  
201 (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to  
202 Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

203 DISCLOSURES

204 10. DISCLOSURES:

205 (a) RADON GAS: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in  
206 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that  
207 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding  
208 radon and radon testing may be obtained from your county health department.

209 (b) PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller  
210 does not know of any improvements made to the Property which were made without required permits or made  
211 pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79,  
212 F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then  
213 Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession,  
214 knowledge, or control relating to improvements to the Property which are the subject of such open permits or  
215 unpermitted improvements.

216 (c) MOLD: Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or  
217 desires additional information regarding mold, Buyer should contact an appropriate professional.

218 (d) FLOOD ZONE; ELEVATION CERTIFICATION: Buyer is advised to verify by elevation certificate which flood  
219 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to  
220 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

Buyer's Initials SR

Seller's Initials EF





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- 221 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
- 222 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
- 223 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
- 224 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
- 225\* may terminate this Contract by delivering written notice to Seller within \_\_\_\_ (if left blank, then 20) days after
- 226 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
- 227 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
- 228 designation of Property.
- 229 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
- 230 required by Section 553.996, F.S.
- 231 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
- 232 mandatory.
- 233 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**
- 234 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**
- 235 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 236 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
- 237 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO
- 238 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
- 239 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
- 240 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
- 241 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 242 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
- 243 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
- 244 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
- 245 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
- 246 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
- 247 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
- 248 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
- 249 FIRPTA.
- 250 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
- 251 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding
- 252 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or
- 253 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller
- 254 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected
- 255 building, environmental or safety code violation.

**PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

256  
257 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the

258 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS

259 IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

260 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

261\* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 10 (if left blank, then 15)

262 days after Effective Date ("Inspection Period") within which to have such inspections of the Property

263 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole

264 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering

265 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely

266 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall

267 be released of all further obligations under this Contract; however, Buyer shall be responsible for

268 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting

269 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the

270 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to

271 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of

272 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to

273 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all

274 repairs and improvements required by Buyer's lender.

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- 275 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
- 276 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
- 277 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
- 278 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
- 279 Maintenance Requirement and has met all other contractual obligations.
- 280 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
- 281 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
- 282 written documentation or other information in Seller's possession, knowledge, or control relating to
- 283 improvements to the Property which are the subject of such open or needed permits, and shall promptly
- 284 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
- 285 such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,
- 286 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
- 287 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
- 288 expend, any money.
- 289 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
- 290 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
- 291 to Buyer.

**ESCROW AGENT AND BROKER**

292

293 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds

294 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow

295 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this

296 Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands

297 for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such

298 actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities

299 under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties

300 agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of

301 the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An

302 attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all

303 parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of

304 accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with

305 provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation,

306 arbitration, interpleader or an escrow disbursement order.

307 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,

308 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable

309 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent

310 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to

311 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or

312 termination of this Contract.

313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,

314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate

315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property

316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the

317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or

318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**

319 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND**

320 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,**

321 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each

322 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and

323 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at

324 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with

325 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of

326 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or


327 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task

328 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,

329 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services

330 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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331 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and  
332 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve  
333 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker  
334 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

335 **DEFAULT AND DISPUTE RESOLUTION**

336 **15. DEFAULT:**

337 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,  
338 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit  
339 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and  
340 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under  
341 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's  
342 rights under this Contract.

343 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after  
344 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,  
345 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting  
346 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific  
347 performance.

348 This Paragraph 15 shall survive Closing or termination of this Contract.

349 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and  
350 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled  
351 as follows:

352 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to  
353 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph  
354 16(b).

355 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida  
356 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").  
357 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be  
358 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16  
359 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph  
360 16 shall survive Closing or termination of this Contract.

361 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted  
362 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in  
363 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover  
364 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the  
365 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.


366 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

367 **18. STANDARDS:**

368 **A. TITLE:**

369 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in  
370 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall  
371 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at  
372 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance  
373 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,  
374 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,  
375 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the  
376 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of  
377 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than  
378 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and  
379 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach  
380 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing  
381 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall  
382 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance  
383 with law.

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

384 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller  
385 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is  
386 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of  
387 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after  
388 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer  
389 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver  
390 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this  
391 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If  
392 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,  
393 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which  
394 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or  
395 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has  
396 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)  
397 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
398 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and  
399 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,  
400 thereby releasing Buyer and Seller from all further obligations under this Contract.

401 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon  
402 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable  
403 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of  
404 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later  
405 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and  
406 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a  
407 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the  
408 preparation of such prior survey, to the extent the affirmations therein are true and correct.

409 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to  
410 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

411 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from  
412 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security  
413 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)  
414 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit  
415 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or  
416 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph  
417 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller  
418 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this  
419 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under  
420 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations  
421 thereunder.

422 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing  
423 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or  
424 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been  
425 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all  
426 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth  
427 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges  
428 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been  
429 paid or will be paid at Closing.

430 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall  
431 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,  
432 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or  
433 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5  
434 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or  
435 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a  
436 day on which a national legal public holiday is observed.

437 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under  
438 this Contract or be liable to each other for damages so long as performance or non-performance of the right or  
439 obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

440 caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather,
441 earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of
442 terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by
443 exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.
444 The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents
445 performance, non-performance, or the availability of services, insurance or required approvals essential to Closing.
446 All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time
447 up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however,
448 if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond
449 Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit
450 shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

451 H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
452 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters
453 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be
454 transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this
455 Contract.

456 I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

457 (i) LOCATION: Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by
458 the party paying for the owner's policy of title insurance and will take place in the county where the Real Property
459 is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title
460 insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic
461 means.

462 (ii) CLOSING DOCUMENTS: Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of
463 sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s),
464 owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid
465 receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable,
466 the survey, flood elevation certification, and documents required by Buyer's lender.

467 (iii) FinCEN GTO REPORTING OBLIGATION. If Closing Agent is required to comply with a U.S. Treasury
468 Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer
469 shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial
470 Owners, including photo identification, and related to the transaction contemplated by this Contract which are
471 required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to
472 Closing Agent's collection and report of said information to IRS.

473 (iv) PROCEDURE: The deed shall be recorded upon Collection of all closing funds. If the Title Commitment
474 provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing
475 procedure required by STANDARD J shall be waived, and Closing Agent shall, subject to Collection of all closing
476 funds, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

477 J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide
478 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following
479 escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent
480 for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of
481 Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from
482 date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all
483 Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and,
484 simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-
485 convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand
486 for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect
487 except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

488 K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of
489 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
490 (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments
491 imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents
492 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable,
493 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required
494 by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited
495 to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on
496 current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

497 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
498 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements
499 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
500 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
501 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
502 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the
503 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an
504 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K
505 shall survive Closing.

506 L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller
507 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,
508 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

509 M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
510 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not
511 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed
512 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated
513 cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of
514 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
515 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
516 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the
517 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
518 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

519 N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
520 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate
521 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,
522 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent
523 upon, nor extended or delayed by, such Exchange.

524 O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT
525 EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This
526 Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in
527 interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and
528 delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party
529 shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail,
530 facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures
531 hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic
532 signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

533 P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement
534 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or
535 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change
536 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended
537 to be bound by it.

538 Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this
539 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or
540 rights.

541 R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten
542 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

543 S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including
544 Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing
545 Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent
546 until such amounts have been Collected in Closing Agent's accounts.

547 T. RESERVED.

548 U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State
549 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the
550 county where the Real Property is located.

551 V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,
552 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%
553 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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Seller's Initials DS LF





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**STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED**

- 554 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
- 555 from the IRS authorizing a reduced amount of withholding.
- 556 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can
- 557 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,
- 558 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and
- 559 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer
- 560 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds
- 561 to the IRS.
- 562 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced
- 563 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the
- 564 reduced sum required, if any, and timely remit said funds to the IRS.
- 565 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
- 566 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
- 567 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller
- 568 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in
- 569 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the
- 570 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted
- 571 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
- 572 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
- 573 transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the
- 574 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
- 575 disbursement in accordance with the final determination of the IRS, as applicable.
- 576 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
- 577 8288 and 8288-A, as filed.

**W. RESERVED**

**X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

**ADDENDA AND ADDITIONAL TERMS**

**19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> A. Condominium Rider      | <input type="checkbox"/> O. Insulation Disclosure            | <input type="checkbox"/> AA. Licensee Property Interest  |
| <input type="checkbox"/> B. Homeowners' Assn.                 | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> BB. Binding Arbitration   |
| <input type="checkbox"/> C. Seller Financing                  | <input type="checkbox"/> Q. Housing for Older Persons        | <input type="checkbox"/> CC. Miami-Dade County Special Taxing District Disclosure                    |
| <input type="checkbox"/> D. Mortgage Assumption               | <input type="checkbox"/> R. Rezoning                         | <input type="checkbox"/> DD. Seasonal/Vacation Rentals   |
| <input type="checkbox"/> E. FHA/VA Financing                  | <input type="checkbox"/> S. Lease Purchase/ Lease Option     | <input type="checkbox"/> EE. PACE Disclosure   |
| <input type="checkbox"/> F. Appraisal Contingency             | <input type="checkbox"/> T. Pre-Closing Occupancy            | <input type="checkbox"/> FF. Credit Related to Buyers Broker Compensation                            |
| <input type="checkbox"/> G. Short Sale                        | <input type="checkbox"/> U. Post-Closing Occupancy           | <input checked="" type="checkbox"/> GG. Sellers Agreement with Respect to Buyers Broker Compensation |
| <input type="checkbox"/> H. Homeowners'/Flood Ins             | <input type="checkbox"/> V. Sale of Buyer's Property         | <input checked="" type="checkbox"/> Other: Addendum to contract                                      |
| <input type="checkbox"/> I. RESERVED                          | <input type="checkbox"/> W. Back-up Contract                 |  |
| <input type="checkbox"/> J. Interest-Bearing Acct.            | <input type="checkbox"/> X. Kick-out Clause                  |  |
| <input type="checkbox"/> K. RESERVED                          | <input type="checkbox"/> Y. Seller's Attorney Approval       |  |
| <input type="checkbox"/> L. RESERVED                          | <input type="checkbox"/> Z. Buyer's Attorney Approval        |  |
| <input type="checkbox"/> M. Defective Drywall                 |  |  |
| <input type="checkbox"/> N. Coastal Construction Control Line |  |  |

Buyer's Initials SR  
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Seller's Initials DS KF





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588 \* **20. ADDITIONAL TERMS:**

589 ~~Keyes will collect a \$399 transaction brokerage fee from its Buyer(s) and or Seller(s) as agreed to in the Keyes Buyers~~  
590 ~~Disclosure, or the Keyes listing agreement. Keyes holds all deposits in a Florida financial institution and may receive a~~  
591 ~~benefit as a result thereof. KEYES DOES NOT USE EMAIL FOR THE DELIVERY OF WIRE TRANSFER~~  
592 ~~INSTRUCTIONS. YOU MUST VERIFY ALL WIRE TRANSFER INSTRUCTIONS DIRECTLY WITH THE CLOSING~~  
593 ~~AGENT INDEPENDENTLY OF ANY INFORMATION CONTAINED IN THE INSTRUCTIONS. KEYES ASSUMES NO~~  
594 ~~RESPONSIBILITY FOR THE ACCURACY OF ANY WIRE TRANSFER INSTRUCTIONS THAT YOU MAY RECEIVE IN~~  
595 ~~CONJUNCTION WITH THE TRANSACTION. If Broker should become liable to Seller or Buyer by virtue of the Contract~~  
596 ~~or the transactions contemplated by it whether due to Broker's negligence, or intentional conduct or otherwise, Broker's~~  
597 ~~liability shall be limited to a sum not to exceed the greater of \$250.00 or the commission received by such Broker as a~~  
598 ~~result of this transaction and the sum shall be complete and exclusive. Buyer, Seller and Brokers agree that any~~  
599 ~~controversy or claim arising out of or relating to this Contract, any transaction or brokerage services contemplated by it~~  
600 ~~shall be settled by domestic arbitration in accordance with the Revised Florida Arbitration Code, in the county in which~~  
601 ~~the Property is located. All claims shall be brought in claimant's individual capacity, and not as a class member in any~~  
602 ~~class, representative proceeding or in the interest of the general public. The arbitrator shall be selected from a panel of~~  
603 ~~neutral arbitrators of an arbitration or mediation organization that does business in such county, and shall be approved by~~  
604 ~~all parties. The parties may by agreement designate any person to act as a neutral arbitrator. Each party shall bear its~~  
605 ~~own costs and attorney fees. The arbitrator's fees shall be shared equally between the parties. If the listing and selling~~  
~~brokers are not the same, the listing broker may opt out of this provision by giving the parties written notice within 15~~  
~~days of the effective date of the Contract. Buyer affirms that Buyer has discussed with Keyes (Selling Broker) and fully~~  
~~understands the following information: Broker commission is fully negotiable and is not set by law. The Seller/Buyer~~  
~~decides what fee the Seller/Buyer is willing to pay for Brokers' services. The Seller/Buyer has the choice of who they~~  
~~want to pay and how much they want to pay. Seller is not required to make an offer of compensation to a Buyer's Broker,~~  
~~but may choose to do so. The Seller decides how much, if any that the listing Broker should offer to a Broker who brings~~  
~~a buyer to close the transaction. The Buyer's Broker may receive compensation via an offer made from the Seller or~~  
~~Seller's Broker, or directly from the Buyer, depending on the agreements of the Parties to the transaction and the Brokers~~  
~~to the transaction.~~

606 **COUNTER-OFFER**

607 \*  Seller counters Buyer's offer.

608 [The remainder of this page is intentionally left blank.]

609 This Contract continues with Line 612 on Page 13 of 13.]

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Seller's Initials DS LF



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

612 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

613 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the*  
 614 *terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and*  
 615 *conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all*  
 616 *interested persons.*

617 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK  
 618 TO BE COMPLETED.

**ATTENTION: SELLER AND BUYER**

**CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

**At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.** Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

629\* Buyer: Scott Reich Date: 01/28/2025  
 630\* Buyer: Scott Reich Date: \_\_\_\_\_  
 631\* Seller: Krista Freitag Date: 1/28/2025  
 632\* Seller: Krista Freitag, sole in her capacity as court appointed receiver Date: \_\_\_\_\_

633 Buyer's address for purposes of notice Seller's address for purposes of notice  
 634\* drscottreich@gmail.com 501 West Broadway, Ste 290  
 635\* 5901 N Sheridan Rd #13C San Diego CA 92101  
 636\* Chicago, Il 60660 inr@ethreadvisors.c

637 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers  
 638 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct  
 639 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage  
 640 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has  
 641 retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by  
 642 Seller or Listing Broker to Cooperating Brokers.

643\* Bryan Hayes Les Waites  
 644 **Cooperating Sales Associate, if any** **Listing Sales Associate**  
 645\* Fidelity Real Estate LLC Keyes - Ft. Lauderdale  
 646 **Cooperating Broker, if any** **Listing Broker**





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BUYER CONTINGENCY REMOVAL

Pursuant to the terms and conditions of the "As-Is" Residential Contract for Sale and Purchase dated January 28, 2025 and the Addendum to "As-Is" Residential Contract for Sale and Purchase dated January 28, 2025, on property located at 21 Isle of Venice Dr, Unit 402, Fort Lauderdale, FL 33301 by and between Autobahn Performance LLC, a Wyoming limited liability company ("Seller") by and through Krista Freitag ("Receiver"), solely in her capacity as Receiver in the case entitled SEC v Integrated National Resources, Inc., et. al. in the United States District Court for the Central District of California ("Court") case no. 8:23-cv-JWH-KESx ("Action") and Scott Reich ("Buyer"). Buyer and Seller shall sometimes herein be referred to as the "Parties."

The Parties agree as follows:

1. BUYER CONTINGENCIES: With respect to any contingency and cancellation right that Buyer removes, unless Otherwise Agreed in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and, expense, if any, for repairs, corrections, or for the inability to obtain financing or gain approval from the Home Owner's Association Board. Waiver of statutory disclosures is prohibited by law.
2. BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES.

SELLER  
Autobahn Performance, LLC  
A Wyoming limited liability company

BUYER 02/11/25

Authentisign  
Scott Reich  
Scott Reich

By:   
Krista Freitag, solely in her  
capacity as Receiver

\_\_\_\_\_



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### ADDENDUM TO "AS IS" RESIDENTIAL CONTRACT FOR SALE AND PURCHASE

THIS ADDENDUM ("ADDENDUM") CONTAINS IMPORTANT SELLER DISCLOSURES RELATING TO CHARACTERISTICS OF THE PROPERTY AND A WAIVER AND RELEASE BY BUYER OF KNOWN AND UNKNOWN CLAIMS AGAINST SELLER

This Addendum to that certain "AS IS" Residential Contract for Sale and Purchase ("Purchase Agreement") date January 27, 2025, by and between Autobahn Performance LLC, a Wyoming limited liability company ("Seller") by and through Krista Freitag ("Receiver"), solely in her capacity as Receiver in the case entitled SEC v Integrated National Resources, Inc., et. al. in the United States District Court for the Central District of California ("Court") case no. 8:23-cv-JWH-KESx ("Action") and Scott Reich ("Buyer"). Buyer and Seller shall sometimes herein be referred to as the "Parties."

The Parties agree as follows:

1. **Effective Date.** The Effective Date of the Agreement shall be January 28, 2025.
2. **Definitions.** Capitalized terms in this Addendum shall have the same meaning as those terms are defined in the Purchase Agreement.
3. **Supersedes Purchase Agreement.** The terms of this Addendum shall supersede and control over inconsistent terms in the Purchase Agreement.
4. **Court Jurisdiction and Dispute Resolution.** The property is currently subject to a receivership ordered in the Action and is under the authority of the Court. Notwithstanding any other provision in this agreement or related agreements including the Buyer's Broker's compensation agreement, any disputes arising from or relating to this agreement will be heard in the Court in the Action.
5. **Brokers' Commissions.** Each of Seller and Buyer's ("Brokers") Broker's commission is subject to Court approval and Brokers agree to accept as full compensation the amount approved and authorized to be paid by the Court. The Receiver will request authority from the Court to pay Brokers the commissions provided for in the Brokers' compensation agreements.
6. **AS IS Sale and Release.** Buyer and each party of Buyer acknowledges that the Property is being sold to Buyer "AS IS, WITH ALL FAULTS". Buyer and each party of Buyer understands and agree that neither Seller nor any Member of Seller has made or makes any representations or warranties, express or implied regarding the condition of the Property and its fitness for Buyer's intended use or for any particular purpose. Buyer and each party of Buyer further understands that Buyer is required to investigate the condition of the Property as set forth in Section 12 of the Purchase Agreement. Buyer and each party of Buyer further understands that on the Close of Escrow, Buyer shall assume the risk that

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Buyer's investigation of the Property may not have revealed all conditions of the Property. Buyer and Buyer's respective successors and assigns (collectively "Waiver Parties") hereby release Seller and its Members and representatives (collectively "Released Parties") from, and waive any and all liabilities, claims, demands and costs (including attorney's fees and expenses) of any and every kind or character, known or unknown, for, arising out of, or attributable to, any and all conditions of the Property, including, but not limited to any and all demands, losses, liabilities obligations, requirements or restrictions of every kind and nature, whether now known or unknown, whether foreseeable or unforeseeable, whether under any federal, state, or local law, and whether asserted or demanded by a third party against any of the Waiver Parties or incurred directly or indirectly by any of the Waiver Parties, that any of the Waiver Parties may now or hereafter have against any of the Released Parties (collectively "Claims"), and that arise in connection with or in any way relate to:

- i. the physical condition of the Property, the value of the Property or its suitability for Buyer's use or the accuracy or completeness of any information reviewed by Buyer in connection with Buyer's investigation of the Property and which may be relied on by Buyer in deciding to purchase the Property;

and

- ii. any acts, omissions, services or other conduct related to any of the foregoing items in "5(i)" above, and/or any condition, activity or other matter respecting the Property that is not addressed by 5(i) above.

This Release shall survive the Close of Escrow and the recording of the Deed conveying the Property from Seller to Buyer.

TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, BUYER AND EACH PARTY OF BUYER HEREBY SPECIFICALLY WAIVES SECTION 1542 OF THE CALIFORNIA CIVIL CODE ("SECTION 1542"). SECTION 1542 PROVIDES;

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BUYER AND EACH PARTY OF BUYER ACKNOWLEDGES THAT THIS WAIVER AND RELEASE IS VOLUNTARY AND IS MADE WITHOUT ANY DURESS OR UNDUE INFLUENCE AND IS GIVEN AS PART OF THE CONSIDERATION FOR THE PURCHASE AND SALE OF THE PROPERTY. BUYER AND EACH PARTY BUYER EXPRESSLY ACKNOWLEDGES THAT BUYER AND EACH PARTY OF BUYER MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO THOSE WHICH BUYER AND EACH PARTY OF BUYER NOW BELIEVE TO BE TRUE WITH RESPECT TO

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THE RELEASE OF CLAIMS. BUYER AND EACH PARTY OF BUYER AGREES THAT THE FOREGOING RELEASE SHALL BE AND REMAIN EFFECTIVE IN ALL RESPECTS NOTWITHSTANDING SUCH DIFFERENT OR ADDITIONAL FACTS.

BUYER AND EACH PARTY OF BUYER SPECIFICALLY ACKNOWLEDGES THAT BUYER AND EACH PARTY OF BUYER HAS CAREFULLY REVIEWED THIS RELEASE AND THAT THE PROVISIONS OF THIS SECTION 5 OF THIS ADDENDUM ARE A MATERIAL PART OF THE PURCHASE AGREEMENT.

SR

Buyer 1  
Initials

Buyer2  
Initials

7. **Auction.** In connection with the receivership sale process approved by the Court, Receiver may be required to sell the Property pursuant to an overbid and auction process ("**Auction**"). Any such Auction shall be conducted by Receiver in accordance with the following sale procedures:

7.1. Overbids and Bid Increments. The minimum overbid shall be no less than Ten Thousand Dollars (\$10,000.00) in excess of Buyer's current Purchase Price for the Property, as set forth in Section 2 of the Purchase Agreement. Only Qualified Bidders (as defined below) may make bids at the Auction. All bids are subject to overbids in increments of One Thousand Dollars (\$1,000.00). The Court may reject any and all bids following conclusion of the Auction.

7.2. Due Diligence Information. All prospective bidders ("**Prospective Bidders**") shall have had the opportunity to inspect the Property and any documentation relating thereto prior to the Auction. Prospective Bidders may also request access to information about the Property ("**Due Diligence Information**") and obtain a form purchase and sale agreement.

7.3. No Representations and Warranties for Due Diligence Information. Any Due Diligence Information provided to Prospective Bidders is for informational purposes only and provided without any warranty, guaranty or representation by Receiver. All Prospective Bidders shall conduct their own independent investigation and analysis regarding the condition of the Property and its suitability for Prospective Bidders' intended use. Neither the Receiver, nor the Receiver's Broker has made any representations, express or implied, regarding the completeness or accuracy of the Due Diligence Information.

7.4. Qualified Bidders. To be determined a qualified bidder (the "**Qualified Bidder**"), one must: (i) provide a fully executed purchase and sale agreement for the Property in form substantially similar to the Purchase Agreement, including this Addendum ("**Qualified Bid PSA**"), acceptable to the Receiver; (ii) provide an earnest money deposit (the "**Bid**

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**Deposit**") by wire transfer or cashier's check in the amount of Two Hundred Fifteen Thousand Dollars (\$215,000.00) payable to the Receiver, which amount shall be non-refundable to the Qualified Bidder with the highest bid at the Auction (the "**High Bidder**") if for any reason (a) the High Bidder fails to finally close the purchase and sale such that title transfers by no later than the Close of Escrow or (b) the High Bidder fails to provide the balance of the purchase price to the Receiver one day prior to the Closing Date; and (iii) provide proof of funds in such form as shall be required by Receiver. Each Qualified Bidder must provide the Qualified Bid PSA and Bid Deposit to the Receiver no later than Three (3) business days prior to the Auction. The Qualified Bidders shall appear at the Auction in person, or through a duly authorized representative. If there are multiple Qualified Bidders at the Auction, the Receiver shall obtain the Court's approval of the High Bidder and also the Qualified Bidder with the next highest bid at the Auction (the "**Backup Bidder**"). The Receiver shall retain the Backup Bidder's Bid Deposit until (x) the closing for the High Bidder occurs, in which event the Backup Bidder's Bid Deposit shall immediately be returned to the Backup Bidder, or (y) the closing for the High Bidder fails to occur, in which event the Backup Bidder's Bid Deposit shall be applied to the purchase price for the Backup Bidder's closing as set forth hereinbelow. If the High Bidder fails to close the purchase and sale of the Property, the Backup Bidder shall be deemed to be the High Bidder and the Receiver shall provide written notice thereof to the Backup Bidder. Within ten (10) days after the Backup Bidder's receipt of such notice from the Receiver, the closing for the Backup Bidder's purchase of the Property shall occur. Pursuant to the foregoing, if the initial High Bidder fails to close the purchase and sale of the Property and the Court has approved a Backup Bidder, the Receiver shall proceed to close with the Backup Bidder without any obligation to conduct another auction as a condition precedent to such closing. The High Bidder's Bid Deposit shall be applied to the purchase price at closing, if the sale is approved by the Court and the High Bidder closes the purchase and sale of the Property.

7.5 Consent to Court Jurisdiction and Waiver of Jury Trial. All Qualified Bidders appearing at the Auction shall have deemed to have consented to the Court's jurisdiction and waived any right to jury trial in connection with any disputes related to the Auction, or the closing of the sale. The Court shall be the exclusive forum for any such disputes.

7.6 Receiver's Right to Determine Conduct of Auction. The Receiver reserves the right to deny any person admittance to the Auction, to postpone or cancel the Auction, to withdraw the Property from the Auction, and to change any terms or procedures of the Auction or the particular conditions of sale, as necessary, upon notice to Buyer, and any Qualified Bidders, prior to or at the Auction, without further Court order.

7.7 No Contingencies for Qualified Bidder. The sale to any Qualified Bidder of the Property shall not be contingent upon the validity, effectiveness, and or binding nature of the Qualified Bidder's offer, including without limitation, contingencies for financing, due diligence or inspection.



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7.8 No Conditions Precedent for Qualified Bidder. The sale to any Qualified Bidder of the Property shall not be subject to any conditions precedent to the Qualified Bidder's obligation to timely consummate the sale transaction, and to pay the remainder of the purchase price.

7.9 Auction Confirmation Order. The only authorized condition subsequent to the Auction for the Qualified Bidder is entry of a Court order confirming the sale to the Qualified Bidder (the "**Auction Confirmation Order**").

7.10 Conditions to Consummation of Sale Transaction Prior to and Following Auction. The closing of any sale to a Qualified Bidder shall be subject to the following conditions: (i) Receiver's review and acceptance of the highest bid received from a Qualified Bidder, (ii) entry of the Auction Confirmation Order, (iii) receipt of full payment on or before the date which is three (3) business days after the date upon which the Court enters the Auction Confirmation Order such that the Property transfer can occur promptly thereafter, and (iv) prior to Auction, waiver and release of all claims against the Receiver. If any of these foregoing conditions are not satisfied, (a) the sale to the Qualified Bidder shall not be consummated, and (b) any obligations of the Receiver shall also be terminated, including any obligations under the Qualified Bid PSA.

7.11 Transfer of Title to Property Following Auction. Following the Auction, title to the Property shall be transferred by special warranty deed, "AS-IS", WITHOUT REPRESENTATIONS AND WARRANTIES, to the High Bidder.

7.12 Court Approval if No Qualified Bids are Received. In the event no Qualified Bids are provided to the Receiver, the Receiver will notify the Court that no Auction will take place and ask the District Court to approve the sale to Buyer pursuant to the Purchase Agreement, including this Addendum.

7.13 Termination of this Agreement. If Buyer is not the High Bidder at the Auction, the Deposit shall be returned to Buyer, but Buyer shall not be entitled to specifically enforce Seller's obligation to convey the Property, or recover any out of pocket costs, professional fees and costs, or other amounts.

8. NO LIABILITY TO RECEIVER. BUYER HEREBY ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

8.1 BUYER ACKNOWLEDGES AND AGREES THAT RECEIVER IS ENTERING INTO THIS AGREEMENT SOLELY IN CONNECTION WITH HER DUTIES AS RECEIVER. IN NO EVENT SHALL RECEIVER BE LIABLE FOR ANY ERROR OF JUDGMENT OR ACT DONE BY RECEIVER, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCE WHATSOEVER, EXCEPT IF THE RESULT OF RECEIVER'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. RECEIVER SHALL NOT BE PERSONALLY LIABLE IN CONNECTION WITH ANY DUTIES PERFORMED BY RECEIVER IN CONNECTION WITH THE MATTERS SET FORTH IN THE AGREEMENT.

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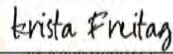
8.2 NO PROVISION OF THE AGREEMENT SHALL OPERATE TO PLACE ANY OBLIGATION OR LIABILITY FOR THE CONTROL, CARE, MANAGEMENT OR REPAIR OF THE PROPERTY UPON RECEIVER NOR SHALL IT OPERATE TO MAKE RECEIVER RESPONSIBLE OR LIABLE FOR ANY WASTE COMMITTED ON THE PROPERTY BY ANY PERSON OR FOR ANY DANGEROUS OR DEFECTIVE CONDITION OF THE PROPERTY OR FOR ANY NEGLIGENCE IN MANAGEMENT, UPKEEP, REPAIR OR CONTROL OF THE PROPERTY RESULTING IN LOSS OR INJURY OR DEATH TO ANY PERSON.

- 9. **Closing after Court approval.** Closing to occur within 10 days of the Court’s Approval; however, this deadline may be extended at the sole discretion of the Receiver.
- 10. **Release of Deposit to Seller.** Concurrent with the Buyer’s release of Buyer’s contingencies (with the only contingency remaining then being Court approval), the buyer shall instruct Escrow Agent to release the Deposit and Additional Deposit to the Seller. The Deposit and Additional Deposit must be released to the Seller as a condition precedent to Seller seeking Court approval of the sale.

This Addendum to “AS IS” Residential Contract for Sale and Purchase is made on January 27, 2025.

SELLER  
Autobahn Performance, LLC  
A Wyoming limited liability company

BUYER  
  
\_\_\_\_\_  
Scott Reich 01/28/25

DocuSigned by:  
By:   
\_\_\_\_\_  
Krista Freitag, solely in her 1/28/2025  
capacity as Receiver

\_\_\_\_\_  
01/28/25

LISTING BROKER  
The Keyes Company  
A Florida corporation

BUYER’S BROKER  
Fidelity Real Estate LLC  
A Florida corporation

By:   
\_\_\_\_\_  
Les Waites 01/28/25

By:   
\_\_\_\_\_  
Name: Bryan Hayes 1/27/2025



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**Comprehensive Rider to the Residential Contract For Sale And Purchase**

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Autobahn Performance Llc (SELLER) and Scott Reich (BUYER) concerning the Property described as 21 Isle Of Venice Dr 402 Fort Lauderdale FL 33301

Buyer's Initials SR Seller's Initials SR

**A. CONDOMINIUM RIDER**

**1. ASSOCIATION APPROVAL:**

The Association's approval of Buyer (CHECK ONE):  is  is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than \_\_\_\_\_ (if left blank, then 5) days prior to Closing. Within 5 (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract shall terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

**2. RIGHT OF FIRST REFUSAL:**

- (a) The Association (CHECK ONE):  has  does not have a right of first refusal ("Right"). If the Association has a Right, this Contract is contingent upon the Association, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the Association is not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto).
- (b) The members of the Association (CHECK ONE):  have  do not have a Right. If the members do have a Right, this Contract is contingent upon the members, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the members are not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration.
- (c) Buyer and Seller shall, within 5 (if left blank, then 5) days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and process the matter with the Association and members, including personal appearances, if required.
- (d) If, within the stated time period, the Association, the members of the Association, or both, fail to provide the written confirmation or the Right has not otherwise expired, then this Contract shall terminate and the Deposit shall be refunded to the Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- (e) If the Association or a member timely exercises its or their Right, this Contract shall terminate and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract, and Seller shall pay to Broker the full commission at Closing in recognition that Broker procured the sale.

**3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:**

(a) Condominium Association assessment(s) and Rents: Seller represents that the current Association assessment(s) installments is/are \$ 2,927.00 payable (CHECK ONE):  monthly  quarterly  semi-annually  annually and if more than one Association assessment \$ \_\_\_\_\_ payable (CHECK ONE):  monthly  quarterly  semi-annually  annually and the current rent on recreation areas, if any, is \$ \_\_\_\_\_ payable (CHECK ONE):  monthly  quarterly  semi-annually  annually All annual assessments levied by the Association and rent on recreational areas, if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.



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**A. CONDOMINIUM RIDER (CONTINUED)**

(b) Fees: Seller shall, at Closing, pay all fines imposed against the Unit by the Condominium Association as of Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

***If Property is part of a Homeowners' Association, see Rider B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE for further information including additional assessments and fees.***

(c) Special Assessments and Prorations:

(i) Seller represents that Seller is not aware of any special or other assessment that has been levied by the Association or that has been an item on the agenda, or reported in the minutes, of the Association within twelve (12) months prior to Effective Date, ("pending") except as follows: \_\_\_\_\_  
Special assessment issued and paid in December 2024.

(ii) If special assessments levied or pending exist as of the Effective Date are disclosed above by Seller and may be paid in installments (**CHECK ONE**):  Buyer  Seller (if left blank, then Buyer) shall pay installments due after Closing Date. **If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing.**

(iii) If special assessments levied or pending exist as of the Effective Date and have not been disclosed above by Seller, then Seller shall pay such assessments in full at the time of Closing.

(iv) If, after Effective Date, the Association imposes a special assessment for improvements, work or services, (v) which was not pending as of the Effective Date, then Seller shall pay all amounts due before Closing Date and Buyer shall pay all amounts due after Closing Date.

(v) A special assessment shall be deemed levied for purposes of this paragraph on the date when the assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5.

(vi) Association assets and liabilities, including Association reserve accounts, shall not be prorated.

(d) Litigation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: Ongoing construction defect litigation that is expected to be resolved in Q1 2025.

**4. SPRINKLER SYSTEM RETROFIT:**

If, pursuant to Sections 718.112(2)(n), F.S., the Association has voted to forego retrofitting its fire sprinkler system or handrails and guardrails for the condominium units, then prior to Closing Seller shall furnish to Buyer the written notice of Association's vote to forego such retrofitting.

**5. NON-DEVELOPER DISCLOSURE:**

(CHECK ONE):

(c) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

(d) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND



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**A. CONDOMINIUM RIDER (CONTINUED)**

**LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.**

**6. BUYER'S REQUEST FOR DOCUMENTS:**

Seller shall, at Seller's expense, provide Buyer with current copies of the condominium documents specified in Paragraph 5 above, as well as the governance form described in Section 718.503(2)(b). Buyer (**CHECK ONE**):  requests  does not request (if left blank, then "requests") a current copy of the documents specified in Paragraph 5 above along with the governance form. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents, if any.

**7. BUYER'S RECEIPT OF DOCUMENTS:**

(**COMPLETE AND CHECK ONLY IF CORRECT**)  Buyer received the documents described in Paragraph 5, above, on 1/28/2025.

**8. COMMON ELEMENTS; PARKING:**

The Property includes the unit being purchased and an undivided interest in the common elements and appurtenant limited common elements of the condominium, as specified in the Declaration. Seller's right and interest in or to the use of the following parking space(s), garage, and other areas are included in the sale of the Property and shall be assigned to Buyer at Closing, subject to the Declaration:

Parking Space(s) # 36,37 Garage # \_\_\_\_\_ Other: Boat slip #5

**9. INSPECTIONS AND REPAIRS:**

The rights and obligations arising under Paragraphs 11 and 12 of this Contract to maintain, repair, replace or treat are limited to Seller's individual condominium unit and unless Seller is otherwise responsible do not extend to common elements, limited common elements, or any other part of the condominium property.

**10. MILESTONE INSPECTION REPORT; STRUCTURAL INTEGRITY RESERVE STUDY; TURNOVER INSPECTION REPORTS:**

(a) **MILESTONE INSPECTION:** The Association (check only one option):

(i) is required to and has completed a milestone inspection report as described in Section 553.899, F.S. (SEE PARAGRAPH 10(d) BELOW FOR VOIDABILITY RIGHTS); or

(ii) IS NOT REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S.; or

(iii) IS REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S. BUT HAS NOT COMPLETED SUCH INSPECTION.

(b) **TURNOVER INSPECTION REPORT:** The Association (check only one option):

(i) is required to and has completed a turnover inspection report for a turnover inspection performed on or after July 1, 2023, as described in Section 718.301(4)(p) and (q), F.S. (SEE PARAGRAPH 10(d) BELOW FOR VOIDABILITY RIGHTS); or

(ii) IS NOT REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. (this option should be selected if the Association was turned over prior to July 1, 2023); or

(iii) IS REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. BUT HAS NOT COMPLETED SUCH REPORT.

(c) **STRUCTURAL INTEGRITY RESERVE STUDY:** The Association (check only one option):

(i) is required to and has completed a structural integrity reserve study as described in Sections 718.103(28) and 718.112(2)(g), F.S. (SEE PARAGRAPH 10(d) BELOW FOR VOIDABILITY RIGHTS); or

(ii) IS NOT REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), F.S.; or



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**A. CONDOMINIUM RIDER (CONTINUED)**

(iii) IS REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), F.S. BUT HAS NOT COMPLETED SUCH STUDY.

(d) **CHECK ONLY ONE BOX BELOW IF** the Association has completed a milestone inspection (Paragraph 10(a)(i), above, is checked), or a turnover inspection report (Paragraph 10(b)(i), above, is checked), or a structural integrity reserve study (Paragraph 10(c)(i), above, is checked):

(i) **THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE, MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.**

(ii) **THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES; OR A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), FLORIDA STATUTES, IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.**

**11. CONDOMINIUMS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING.** If applicable, pursuant to Section 718.407, F.S., the following disclosure is provided for condominiums created within a portion of a building or within a multiple parcel building:

**DISCLOSURE SUMMARY**

**THE CONDOMINIUM IN WHICH YOUR UNIT IS LOCATED IS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING. THE COMMON ELEMENTS OF THE CONDOMINIUM CONSIST ONLY OF THE PORTIONS OF THE BUILDING SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP.**

**BUYER ACKNOWLEDGES ALL OF THE FOLLOWING:**

- (1) THE CONDOMINIUM MAY HAVE MINIMAL COMMON ELEMENTS.**
- (2) PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM ARE OR WILL BE GOVERNED BY A SEPARATE RECORDED INSTRUMENT. SUCH INSTRUMENT CONTAINS IMPORTANT PROVISIONS AND RIGHTS AND IS OR WILL BE AVAILABLE IN PUBLIC RECORDS.**
- (3) THE PARTY THAT CONTROLS THE MAINTENANCE AND OPERATION OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM DETERMINES THE BUDGET FOR THE OPERATION AND MAINTENANCE OF SUCH PORTIONS. HOWEVER, THE ASSOCIATION AND UNIT OWNERS ARE STILL RESPONSIBLE FOR THEIR SHARE OF SUCH EXPENSES.**
- (4) THE ALLOCATION BETWEEN THE UNIT OWNERS AND THE OWNERS OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM OF THE COSTS TO MAINTAIN AND OPERATE THE BUILDING CAN BE FOUND IN THE DECLARATION OF CONDOMINIUM OR OTHER RECORDED INSTRUMENT.**