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1. Parties, Agreement, Property Description, AS IS Clause, Demolition Intent, Indemnification, Kickout Clause, Non-Assignability:

1.1 PARTIES:

Milam, Henry Ernest and Marjorie P. (“**Seller**”),
Mailing address:
Physical address: 902 SE 12th CT, FT. Lauderdale, FL 33316
Phone:
email:

And

 (“**Buyer**”--print full legal name(s), last name first)

Mailing Address: _____

Phone: _____

email: _____

For good and valuable consideration, do hereby covenant, contract, and agree as follows:

1.2 AGREEMENT TO SALE AND PURCHASE:

Seller agrees to SELL to Buyer, and Buyer agrees to BUY from Seller, the following described Real Property and **non-excluded** Personal Property (collectively “**Property**”), pursuant to the terms and conditions set forth below in this **AS IS, WHERE IS Residential Real Property Contract**, along with attached and incorporated Riders and Addenda, if any (collectively “**Contract**”) (Number of Riders/Addenda attached and Incorporated hereto: _____. A list of attached and incorporated Riders and Addenda follows in Section 15).

Notwithstanding any other provision herein, the Parties acknowledge that the value of the property lies in the Land and that Buyer intends to DEMOLISH the existing structure on the Property, which has no contributory value, after Closing. Buyer hereby affirms that Buyer is the actual END BUYER of this Property. Buyer acknowledges and agrees that this Agreement prohibits Wholesaling, Assignments, Double or Simultaneous Closings, Novations, and any and all third party marketing of the Property.

Seller’s Initials _____ Buyer’s Initials _____

1.3 PROPERTY DESCRIPTION:

Located in: Broward County, Florida, USA

Address: 902 SE 12th CT, Fort Lauderdale, FL 33316

Tax ID Number: 5042-14-03-0520

Legal Description: The West 10 Feet of Lot 4, ALL of Lot 5, The North 8 feet of Abutting Vacant Alley lying South of Described Lots, BLOCK 4 of Everglade Land Sale Company’s First Addition to Lauderdale, Florida, according to the Plat, as recorded in PLAT BOOK 2, at PAGE 15 of the Public Records of Dade County, Florida. Said Land situated, lying, and being in Broward County, Florida.

Approximate Square Feet of Lot: 8580 Square feet

Approximate Dimensions of Lot: 60 feet by 143 feet

Together with the following items: Air Conditioner Compressor and Air Handler; HVAC Thermostats, Vents and Ducts; Garbage Disposal, Microwave, Washing Machine, and Dryer; all Ceiling Fans; all wall and ceiling mounted Light Fixtures, interior and exterior; all Doors, Columns, and Trim, interior and exterior; all Windows, including Skylight; all Sinks, Tubs, Showers, Vanities, Toilets, Faucets, Pipes, and Plumbing Hardware, interior and exterior; all Flooring; all Mirrors; all Counters, Countertops, Cabinets, and Shelves; all Landscaping Rocks, Pavers, Artificial Turf, Decking, and Roof Tiles; Mailbox; Address Sign: both white Fence Gates; white Fence running along entire length of Western Boundary and the white Fence running along the Easternmost 12 feet (approximately) of the Southern Boundary. ***And all other items, attached or unattached, found on the property at the time of contracting, which are NOT EXCLUDED below.***

Excluded Property: Buyer acknowledges and agrees that the following items, which might otherwise be considered **FIXTURES**, whether present at Contract execution or not, are specifically **EXCLUDED** from the **SALE** and shall be removed by Seller prior to Closing: Gas Stove, Refrigerator, Dishwasher, and Trash Compactor. The Seller shall be responsible for the safe and orderly removal of these excluded items, including proper capping of electrical, plumbing, and gas connections prior to Closing. The wall-mounted tankless gas water heater belongs to TECO, and is **EXCLUDED**. The white Fences running along the Eastern and Southern Boundaries (less the Easternmost 12 feet (approximately) of the Southern Boundary) are **EXCLUDED**, as they belong to neighboring properties.

Seller's Initials _____ Buyer's Initials _____

1.4 (i) “AS IS, WHERE IS, WITH ALL FAULTS:” Except as expressly set forth in this Contract to the contrary, Buyer acknowledges and agrees that the Property, including the existing structure thereon, is being sold in **“AS IS, WHERE IS, WITH ALL FAULTS” Condition**. Buyer accepts Property in its current physical condition and circumstances, along with any violation of Governmental, Building, Environmental, or Safety Codes, Restrictions, or Requirements; and acknowledges and agrees that Seller is **NOT** obligated to make repairs, restoration, or improvements to the Property before Closing. Buyer further acknowledges and agrees that Seller has **NO** obligation to determine or correct any such facts, circumstances, conditions, or defects which may exist on or relate to the Property, or to compensate Buyer for same before Closing. Buyer represents that Buyer is relying **strictly and solely** upon such Inspections and Examinations as Buyer deems prudent, and the advice and counsel of Buyer's own consultants, agents, legal counsel, and officers. Seller makes **NO** representations or warranties regarding the suitability or structural integrity of the existing structure for any purpose other than **DEMOLITION**.

1.4 (ii) Except as expressly set forth in this Contract to the contrary, Seller agrees to make **NO** repairs, restoration, or improvements to the Property before Closing.

Seller's Initials _____ Buyer's Initials _____

1.5 (i) DEMOLITION INTENT: Buyer acknowledges and agrees that the purpose of the acquisition is the **DEMOLITION** of the existing structure, which has no contributory value, and the subsequent replacement with new construction that maximizes the Property's **HIGHEST** and **BEST USE** allowed by Law.

1.5 (ii) SELLER'S LIMITED INVOLVEMENT: Seller has **NO** responsibility, **NOR** liability **whatsoever** for **Demolition Process**, including, but not limited to, obtaining permits, ensuring compliance with environmental regulations, hiring Demolition professionals, and/or any costs or liabilities associated with Demolition.

1.5 (iii) BUYER'S DEMOLITION AND CONSTRUCTION RESPONSIBILITY: Buyer, at Buyer's **sole cost and expense**, is wholly responsible for the **DEMOLITION** and **REMOVAL** of the existing structure and debris from the property following the Closing of this Sale. Buyer further acknowledges and agrees that Buyer is **solely** responsible for any post-Demolition **NEW CONSTRUCTION** activities related to the Property after Closing, including but not limited to, determining the Property's highest, best use; feasibility

investigations; obtaining any and all necessary Plans and Permits; and covering and any and all post-Demolition Construction costs.

1.5 (iv) CONTRACT IS NOT CONTINGENT ON DEMOLITION AND/OR NEW CONSTRUCTION

APPROVAL: Buyer acknowledges and agrees that this Contract is **NOT CONTINGENT** on the Buyer obtaining any or all necessary Demolition permits within a specified timeframe, or at all, after the Contract’s Effective Date. Buyer acknowledges and agrees that this Contract is **NOT CONTINGENT** on the Buyer getting post-Demolition, New Construction plans, permits, approvals, or financing within a specified timeframe, or at all, after the Effective Date of this Contract.

Seller’s Initials _____ Buyer’s Initials _____

1.6 (i) BUYER’S INDEMNIFICATION OF SELLER AND ASSUMPTION OF ENVIRONMENTAL

LIABILITY: Buyer agrees to indemnify and hold Seller harmless from any and all claims, damages, liabilities, costs, and expenses (including attorney’s fees) arising from or relating to the DEMOLITION of the existing structure, disposal of debris, and any subsequent construction activities on the Property after the Closing of the Sale.

1.6 (ii) Buyer acknowledges and agrees to assume **ALL** responsibility for any **Environmental Conditions**, including contamination, that may be discovered on the Property after Closing, whether before or after Demolition. Buyer shall indemnify and hold Seller harmless for any all claims, costs, or liabilities arising from such Environmental conditions.

1.6 (iii) Buyer acknowledges and agrees it will **NOT** hold Seller liable for any present or future **Structural Damage**, or damage to the Foundation or Slab of said Property, which Buyer is purchasing with the intent to Demolish.

Seller’s Initials _____ Buyer’s Initials _____

1.7 KICKOUT CLAUSE: Seller will have the right to continue to show the Property and solicit and enter bona fide **Back-up Purchase Contracts** with third parties that are subject to the Termination of this Primary Contract. Upon entering into a Back-up Contract, Seller will give Buyer a copy of the Back-up Contract with the third parties’ identification and purchase price information obliterated. To continue with

this Primary Contract, Buyer must make an **Additional Deposit** in the amount of \$ _____ to Escrow Agent within **3** days from receipt of the back-up contract. **By giving the additional Deposit to the Escrow Agent, Buyer WAIVES all Contingencies for Financing and Sale of Buyer’s Property and the Parties will Close on the Closing Date.** If Buyer fails to timely make the additional deposit, then this Primary Contract shall Terminate and Buyer, if not otherwise in Default under the terms of this Contract, shall be refunded the Earnest Money Deposit, less the \$100 nonrefundable Initial Deposit; thereby releasing Seller and Buyer from all further obligations under this Contract.

Seller’s Initials _____ Buyer’s Initials _____

1.8 CONTRACT NOT ASSIGNABLE: Seller and Buyer acknowledge and agree that this Contract is **NOT** assignable.

Seller’s Initials _____ Buyer’s Initials _____

2. Purchase Price, Escrow, Earnest Money, Effective Date

2.1 PURCHASE PRICE _____
in US Dollars drawn from US Bank

Good Faith Initial Deposit, **nonrefundable**, **\$100.00**
due at Execution of Contract

Ernest Money (Primary Deposit) _____
to be made within 3 days of Effective Date

New Loan _____
to be applied for within 3 days of Effective Date

Cash due at Closing _____

BALANCE DUE AT CLOSING _____

Seller’s Initials _____ Buyer’s Initials _____

2.2 (i) ESCROW AGENT: _____

Address: _____

Phone: _____

Email: _____

2.2 (ii) All funds from Buyer, including Ernest Money and Closing Costs, shall be deposited with a MUTUALLY AGREED UPON, neutral Escrow Agent NO later than detailed below. These funds shall be held in Escrow and released only upon the fulfillment of all conditions outlined in this Contract, including the satisfactory completion of the Sale. Any Closing or Escrow Agent receiving the Ernest Money Deposit, other funds, and other items, is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in Escrow within the State of Florida, and subject to Collection, disburse them in accordance

with terms and conditions of this Contract. **Failure of funds to become Collected shall not excuse Buyer’s performance.** “Collected” means any funds tendered to or received by the Escrow Agent and actually deposited in Escrow Agent’s account. Disbursement of Closing Documents may be delayed by Escrow Agent until such amounts have been Collected.

2.2 (iii) When **conflicting demands for the Deposit** are received, or Agent has a good faith doubt as to the entitlement to the Deposit, Agent may take such actions as Agent deems advisable. If in doubt as to Agent’s duties or liabilities under this Contract, Agent may, at Agent’s option, continue to hold the subject matter of the Escrow until parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the Clerk the Circuit Court having jurisdiction over the dispute. Agent shall not be liable to any party or person for mis-delivery of any Escrowed items, unless such mis-delivery is due to Agent’s willful breach of this Contract or Agent’s gross negligence. **Agent shall remain neutral to all parties at all times. Section 2.2 shall survive Closing or Termination of this Contract.**

Seller’s Initials _____ Buyer’s Initials _____

2.3 EARNEST MONEY: Earnest money shall be divided into two Deposits. The **Good Faith Initial Deposit** is due at the time of Buyer’s signing and/or presenting of the signed Contract to the Seller (“Buyer’s Offer”). **The amount of the INITIAL DEPOSIT is \$100.00** in the form of Cash, Check or Money Order drawn on a US Bank made payable to the Seller. (Check/MO# _____). The Initial Deposit shall become **non-refundable** when the Seller returns a fully executed Contract to the Buyer within 72 hours of receipt of Buyer’s Offer. If the Seller rejects the Buyer’s Offer, Seller will return the Initial Deposit in full to the Buyer within 72 hours of receipt of Buyer’s Offer.

The **PRIMARY DEPOSIT** of Earnest Money in the amount of \$ _____ shall be Deposited with the Escrow Agent no later than **3** days after the Contract’s Effective Date. **If Buyer fails to timely open and fund Escrow account, Seller may elect to either (a) terminate this Contract in writing, thereby releasing both Seller and Buyer from all further obligations under this Contract, Seller retaining the \$100 nonrefundable Initial Deposit; OR (b) Seller may elect to proceed with the Sale to Buyer. If Seller elects to proceed with the Sale, Buyer is in material breach and Seller is entitled to recover and retain the full amount of the Primary Earnest Money Deposit, even in the event that Buyer elects to terminate this Contract during the Inspections Period, prior to Closing.**

2.4 Buyer agrees to deliver, within **3** days of the Effective Date of this Contract, both directly to Seller and to the Escrow Agent, either a **PRE-APPROVAL OF LOAN LETTER**, or a **PROOF OF FUNDS LETTER** from a reputable US financial institution as agreed under “Financing” below. **If Buyer fails to timely provide Pre-Approval of Loan or a Proof of Funds Letter, Seller may elect to either (a) terminate this Contract in writing, thereby releasing both Seller and Buyer from all further obligations under this Contract, Seller retaining the \$100 nonrefundable Initial Deposit; OR (b) Seller may elect to proceed with the Sale to Buyer. If Seller elects to proceed with the Sale, Buyer is in material breach and Seller is entitled to recover and retain the full amount of the Primary Earnest Money Deposit, even in the event that Buyer elects to terminate this Contract during the Inspections Period, prior to Closing.**

Escrow Agent is instructed to Notify Seller as soon as Buyer’s Escrow Account has been opened and funded with the full amount of the Primary Earnest Money Deposit, and that the appropriate financial letter has been received.

Seller’s Initials _____ Buyer’s Initials _____

Escrow Agent _____

2.5 EFFECTIVE DATE AND TIME FOR ACCEPTANCE: The Effective Date of this Contract shall be the date when last one of the Seller and Buyer have signed this Contract. If not signed by both

Seller and Buyer and delivered to all Parties by _____ (AM/PM) on the _____ day of _____ 2026 this Contract will be deemed mutually withdrawn. Unless otherwise stated, the time for Acceptance of any **Counter-Offers** shall be within 72 hours of the delivery of the Counter-Offer.

Seller’s Initials _____ Buyer’s Initials _____

3. Closing Date & Location, Closing Agent, Restriction on Transfer, Novation, Assignment, & Simultaneous Closings, Closing Procedure, Force Majeure, Closing Costs, Liens, Prorations, Real Estate Agents/Brokers

3.1 (i) The **CLOSING DATE** must be no later than 45 days after the Effective Date, unless expressly authorized by an Exception below.

The Closing Date shall occur on the _____ day of _____ 2026 at _____ (AM/PM) (or a time chosen by the Closing Agent, if this time is impractical).

3.1 (ii) LOCATION: Closing will take place in Broward County, Florida at the Property, 902 SE 12th CT, Ft. Lauderdale, FL 33316 (or at a location in Broward chosen by the Closing Agent, if this location is impractical). Closing may be conducted by mail, overnight courier, or electronic means. Buyer, as the party paying for the Owner’s Policy of the Title Insurance, will designate the Closing Agent.

3.1 (iii) CLOSING AGENT (if different from Escrow Agent): _____

Address: _____

Phone: _____

Email: _____

Relationship to Escrow Agent: _____

Relationship to Buyer: _____

Closing Agent shall remain neutral to all parties at all times. Paragraph 2.2(iii) above shall apply to Closing Agent.

3.2 RESTRICTION ON TRANSFER, NOVATION, ASSIGNMENT, AND SIMULTANEOUS CLOSINGS (The entirety of Section 3.2 (i-iv) shall survive Closing or Termination of the Contract).

3.2 (i) BINDING ON CLOSING/ESCROW AGENT: The Seller and Buyer expressly instruct the Closing and/or Escrow Agent that this Contract is **NOT** to be Closed via a Simultaneous, Double, or Pass Through Closing where Buyer’s Funds for acquisition are provided in whole or in part by a Third Party End Buyer. The Closing Agent is required to confirm that Buyer is the actual End Buyer of the Property and has, at the time of Closing, sufficient funds to complete acquisition, from a bona fide source, which **CANNOT** be a subsequent third party End Buyer. Closing and/or Escrow Agent is required to inform any potential Third Party End Buyers of the entirety of Section 3.2. **Closing and/or Escrow Agent’s failure or refusal to comply with the Entirety of Section 3.2, shall be deemed WILLFULL.**

3.2 (ii) PROHIBITION ON NOVATION, SIMULTANEOUS, DOUBLE, AND PASS THROUGH CLOSINGS: Seller and Buyer agree that Back-to-Back, Double, Simultaneous, and Pass through Closings, where Buyer has no intention to retain title to the Property, but is purchasing Property to immediately resell to a subsequent third party End Buyer, relying solely or partially on the third party End Buyer to meet Buyer’s financial obligations under this Contract is STRICTLY PROHIBITED.

3.2 (iii) NO ASSIGNMENT OR NOVATION: Buyer agrees and acknowledges that Buyer is the actual End Buyer. Buyer shall **NOT** assign, transfer, sell, or hypothecate this Contract, or any rights or obligations hereunder, to any third party, entity, or person (including any “and/or assigns”). Any attempted assignment or novation of this Contract in violation of this provision shall be null and void.

3.2 (iv) VIOLATION CONSTITUTES BREACH: Any violation of Section 3.2 shall constitute material breach of this Contract entitling the Seller to **EITHER** (a) immediately terminate the Contract and retain both the Initial and Primary Earnest Money Deposits, when discovered before Closing; **OR** (b) to retain both the Initial and Primary Earnest Money Deposits, along with the Buyer’s full Purchase Price, AND the difference between Buyer’s Purchase Price and the Purchase Price the Buyer receives from the third party End Buyer, when discovered at or after Closing, as liquidated damages.

Seller’s Initials _____ Buyer’s Initials _____

Closing and/or Agent _____

3.3 (i) The **CLOSING** of this Contract will be when all funds required for Closing are received by the Closing Agent and all Closing Documents required to be furnished to each Party have been delivered.

3.3 (ii) Seller shall at or prior to Closing, execute and deliver, as applicable, Deed, Bill of Sale, Certificate(s) of Title or other documents necessary to transfer title to the Property, Owner’s Possession and No Lien affidavit(s), and Construction Lien affidavit(s).

3.3 (iii) Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer’s lender.

3.3 (iv) Seller shall remove all personal items, trash, and Excluded Property before Closing and deliver all keys, occupancy and possession of the Property to the Buyer free of tenants and future tenants at Closing.

3.4 ESCROW CLOSING PROCEDURE: If the Title Commitment issued, as detailed below, **does not** provide for insurance against adverse matters as permitted by Florida Statutes Section 627.7841, all Closing Proceeds shall be held in Escrow by the Closing Agent for a period of not more than **10** days after Closing. If the Seller’s title is rendered unmarketable, through no fault of the Buyer, the Buyer shall notify the Seller in writing of the defect within the **10-day** period. The Seller shall have **30 days** from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, the Earnest Money, less the \$100 non-refundable Deposit, and all closing funds paid by the Buyer shall be refunded to the Buyer within **5** days after written demand to the Seller by Buyer. Simultaneously, Buyer shall return the Personal Property to the Seller, vacate the Real Property, and reconvey the Property to the Seller by Special Warranty Deed and Bill of Sale. **If Buyer fails to make timely demand for refund of the Deposit, Buyer shall take Property as is, waiving all rights against Seller as to any intervening Defect except as may be available to Buyer by virtue of warranties in the Deed or Bill of Sale.** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Florida Statutes Section 627.7841, this Escrow Closing Procedure shall be waived, and Closing Agent shall, subject to Collection of all closing funds, disburse at Closing the brokerage fees to the Broker, if any, and the net sale proceeds to Seller.

3.5 (i) FORCE MAJEURE: Neither Party shall be liable for **unforeseeable, unavoidable delays** or failure in Performance **caused by acts beyond their control**, including but not limited too natural disasters; governmental orders, activities, and closures; pandemics; labor strikes; cyber incidents; solar storms; geomagnetism; civil unrest, terrorism, or war, **which cause the Services Essential for Closing to be unavailable**, including the unavailability of utilities, financial institutions, and insurance underwriting and issuance. The Affected Party must notify the other Party in writing within **7** days of the Triggering Event, and make reasonable effort to mitigate the impact of the Force Majeure Event, and proceed as quickly with Closing as possible.

3.5 (ii) Automatic Closing Extension for Force Majeure that impacts both Parties or which occurs in the place where the Property/Closing Agent is Located: The Closing Date shall be extended automatically for a reasonable time, up to **7** days, when the Force Majeure Impacts both Parties and/or occurs where the Property and/or Closing Agent is Located.

3.5 (iii) Either Party may terminate the Contract in writing, **if, after 30 Days from the original Closing Date, the Force Majeure remains ongoing**, thereby releasing both Parties from their obligations. In this event, the Earnest Money Deposit, less the Non-refundable Initial \$100, shall be refunded to the Buyer.

3.6 CFPB EXTENSION: If Buyer’s Loan Approval has been obtained and lender’s underwriting is complete, but Buyer’s Lender’s Closing Funds are not available on the Closing Date due to Consumer Financial Protection Bureau (CFPB) Closing Disclosure delivery requirements, Closing shall be extended for a period long enough to satisfy the CFPB Requirements, up to 7 days.

3.7 FIRPTA Tax Withholding Not-applicable: No withholding is required under Section 1445 of the Internal Revenue Code. Seller is a Citizen of the United States of America and is NOT a “foreign person” as defined by FIRPTA Section 1445. Seller can provide proof of non-foreign status to Buyer by delivery of

written certification, signed under penalties of perjury, stating Seller’s name, Seller’s U.S. taxpayer identification number, and Seller’s home address, and that Seller is not a foreign person, as provided for in 26 CFT 1.1445-2(b).

3.8 CONVEYANCES TO FOREIGN BUYERS: Buyer represents that Buyer is **NOT** associated with a “foreign country of concern” as set forth in Part III of Chapter 692 of the Florida Statutes, Sections 692.201-692.205, which limits and regulates the sale, purchase, and ownership of certain Florida properties by certain Buyers associated with 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 Nicolas Maduro, or the Syrian Arab Republic, among others. **It is a crime to buy or knowingly sell property in violation of the Act. At the time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**

Seller’s Initials _____ Buyer’s Initials _____

3.9 (i) CLOSING COSTS to be paid by the SELLER: Documentary stamp taxes and surtax on deed, if any; Title Search charges; Municipal Lien Search charges; Recording and other fees needed to cure title; Seller’s attorney’s fees; Seller’s Closing Services.

3.9 (ii) CLOSING COSTS to be paid by the BUYER: Taxes and recording fees on notes and mortgages; Recording fees for deed and financing statements; Survey and Elevation Certification; Lender’s title policy and endorsements; Owner’s Policy Premium; Appraisal fees; Loan expenses; Buyer’s Inspections; all property related Insurance; Buyer’s Attorney Fees; Buyer’s Agent or Broker fees; Buyer’s Closing Services.

3.9 (iii) Each Party shall bear their own fees for CLOSING SERVICES, as defined in Florida Statute Section 627.7711(1)(a), payable to the Closing Agent or such other provider(s) **according to the MIAMI-DADE/BROWARD REGIONAL PROVISION:** Buyer shall designate Closing Agent and pay for premiums for owner’s title policy, any lender’s title policy and endorsements, and any post-Closing continuation. **Seller shall pay actual costs for a Tax Search; actual costs for a Municipal Lien Search; and a Title Search, or Continuation of Title Evidence acceptable to Buyer’s title insurance underwriter, not to exceed \$250.00.**

3.10 (i) SPECIAL ASSESSMENTS: At Closing, **Seller shall pay the full amount of pre-Closing** certified, confirmed, and ratified liens imposed by a public body (excluding HOAs), *and* the amount of the public body’s most recent estimate or assessment for an improvement which is substantially complete as of the Contract’s Effective Date, but has not resulted in a lien being imposed on the Property before Closing. **Buyer shall pay all other assessments.** If Special Assessments may be paid in installments, **Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.** Installments prepaid or due for the year of Closing shall be **prorated.** This section does not apply to a Special Benefit Tax Lien imposed by a Community Development District pursuant to Chapter 190 of the Florida Statutes, or to Special Assessments imposed by a Special District pursuant to Chapter 189 of the Florida Statutes.

3.10 (ii) PRORATIONS: The following recurring items will be made current (if possible) and **prorated as of the day prior to Closing Date:** Real Estate Taxes (including Community Development District Special Benefit Tax Assessments pursuant to Chapter 190 of the Florida Statutes and Assessments imposed by Special Districts pursuant to Chapter 189 of the Florida Statutes); interest bonds; and insurance. **Buyer shall have option of taking over existing policies of insurance, if assumable, in which case premiums**

shall be Prorated. Cash at Closing shall be increased or decreased as may be required by Prorations to be made through day prior to Closing. Escrow deposits held by Seller’s mortgagee will be paid to Seller. Taxes shall be Prorated based on current year’s tax. If Closing occurs on a date when current year’s Millage is not fixed but current year’s Assessment is available, taxes will be Prorated based upon such Assessment and prior year’s millage. If current year’s Assessment is not available, then taxes will be prorated on prior year’s tax.

3.11 LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (a) to the absence of any financing statement, claims of lien, or potential lienors known to Seller, and (b) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding the Closing date. If the Real Property has been repaired or improved within that time and such repairs are **NOT** the result of Casualty Loss after the Effective Date, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers, and materialmen, further affirming that all charges for improvements or repairs, excluding any that are the result of Casualty Loss after the Effective Date, which could serve as a basis for a construction lien or a claim for damages, have been paid or will be paid at Closing. For improvements or repairs after the Effective Date resulting from Casualty Loss, Section 9, below, shall govern.

Seller’s Initials _____ Buyer’s Initials _____

3.12 (i) BROKERS OR AGENTS: SELLER represents that Seller **has not** employed the services of a Real Estate Broker or Agent in connection with the Property. **BUYER represents** that Buyer **has/has not** (circle one, if no selection, then HAS) employed the services of a Real Estate Agent or Broker in connection with the Property.

Seller’s Initials _____ Buyer’s Initials _____

3.12 (ii) BROKERS OR AGENT’S COMMISSIONS: Each party shall be **solely** responsible for their own respective Real Estate Agent or Broker’s commission, compensation, and/or fees, *if any*.

Buyer and their Real Estate Agent, _____ (“Buyer’s Agent”),

with _____ (name of Brokerage), acknowledge and agree that the Seller is **not** obligated to pay Buyer’s Agent’s commission, compensation, and/or fees. Buyer and Buyer’s Agent further acknowledge and agree that Seller is **NOT** obligated to sign a Compensation and/or Representation Agreement with Buyer’s Agent or Broker. Buyer agrees to be **solely** responsible for any commission, compensation, and/or fees due to Buyer’s Agent or Broker.

Seller agrees to pay **NO** compensation to any Real Estate Agent or Broker representing the Buyer. Seller agrees to sign **NO** Compensation and/or Representation Agreement with Buyer’s Agent or Broker.

Seller’s Initials _____ Buyer’s Initials _____

Buyer's Agent _____

4. Financing (pick option)

4.1 (i) _____ This is a CASH transaction with **NO FINANCING CONTINGENCY**. Buyer agrees to provide a legitimate and verifiable **PROOF OF FUNDS** letter from a reputable financial institution, stating that Buyer has adequate funds to cover purchase price *at the time of Executing this Contract*. If Buyer fails to provide timely Proof of Funds Seller may elect to either (a) terminate this Contract in writing, thereby releasing both Seller and Buyer from all further obligations under this Contract, Seller retaining the \$100 nonrefundable Initial Deposit; *OR* (b) Seller may elect to proceed with the Sale to Buyer. If Seller elects to proceed with the Sale, Buyer is in *material breach* and Seller is entitled to recover and retain the full amount of the Primary Earnest Money Deposit, even in the event that Buyer elects to terminate this Contract during the Inspections Period, prior to Closing. Buyer acknowledges and agrees that failure to Close due to Buyer's lack of Funds will result in Buyer's loss of Earnest Money Deposit when choosing this Option.

Buyer agrees to deliver to Seller and Escrow Agent within 3 days of this Contract's Effective Date a Proof of Funds Letter from a reputable financial institution that Buyer has sufficient Cash on Hand to Purchase the Property for the Agreed upon Price.

Seller's Initials _____ Buyer's Initials _____

4.1(ii) _____ This Contract **IS CONTINGENT UPON BUYER OBTAINING FINANCING** within 30 days of the Effective Date ("Loan Approval Period"), with the following terms:

Conventional/Other Qualified (pick one) (specify Other Qualified _____
_____) (if no selection/left blank, then Conventional).

Fixed/Adjustable Rate (pick one) (if no selection, then Fixed),

Initial Interest Rate of _____, not to exceed _____ (if left blank, then prevailing rate based on Buyer's credit worthiness),

For a Term of _____ years (if left blank, then 30);

And the Buyer's Mortgage Broker or Lender receiving an Appraisal or alternative valuation of the Property satisfactory to the Lender, sufficient for the Lender to provide Financing and for the Buyer to proceed to Closing.

Seller's Initials _____ Buyer's Initials _____

4.2(i) If **FINANCING CONTINGENCY** (option 4.1(ii)) is selected, **Buyer shall make application for Financing within 3 days of the Effective Date of this Contract. If Buyer fails to timely apply for Financing,**

Seller may elect to either (a) terminate this Contract in writing, thereby releasing both Seller and Buyer from all further obligations under this Contract, Seller retaining the \$100 nonrefundable Initial Deposit; OR (b) Seller may elect to proceed with the Sale to Buyer. If Seller elects to proceed with the Sale, Buyer is in *material breach* and Seller is entitled to recover and retain the full amount of the Primary Earnest Money Deposit, even if Buyer elects to terminate this Contract during the Inspections Period, prior to Closing.

Throughout the Loan Approval Period, and prior to Loan Approval Period expiration, **Buyer shall keep Seller informed in writing about the status of Buyer’s Financing application, including but not limited to current application status, loan approval, or loan rejection.** Buyer authorizes Buyer’s Mortgage Broker, Lender, and Closing Agent to disclose status and progress to Seller and release preliminary and finally executed Closing Disclosures and Settlement Statements, as appropriate and allowed, to Seller and Broker.

4.2 (ii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing *prior* to the expiration of the Loan Approval Period.

4.2 (iii) Financing will be deemed to have been obtained when Buyer’s Lender determines that Buyer has satisfied Lender’s Financial Requirements. **Buyer’s failure to use Good Faith and Diligent Effort to obtain Financing shall be considered Default and will result in Buyer’s loss of Earnest Money when choosing this Option.** Diligent Effort includes, but is not limited to, timely furnishing all documents and information required by Buyer’s Mortgage Broker and Lender, and paying for Appraisal and other fees and charges in connection with Buyer’s Mortgage Broker and Lender.

4.2 (iv) If after Good Faith effort Buyer cannot obtain financing within 30 days of this Contract’s Effective Date, this Contract will terminate and the Earnest Money, less the \$100 nonrefundable Good Faith Initial Deposit, shall be refunded to the Buyer, provided Buyer is **NOT** in default under the terms of this Contract: If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, after the exercise of good faith and diligent effort, Buyer may terminate this Contract **by delivering written notice of termination to Seller PRIOR to expiration of the Loan Approval Period, provided Buyer is not in default under the terms of this Contract,** Buyer shall be refunded the Earnest Money, less the \$100 non-refundable Initial Deposit, and Buyer and Seller shall be released from all further obligations under this Contract.

4.2(v) If Buyer fails to timely deliver any written notice to Seller prior to the expiration of the Loan Approval Period regarding Buyer’s success or failure to obtain financing, Buyer shall proceed forward with this Contract as though Buyer had opted to Purchase property for Cash with no Financing Contingency in accordance with 4.1(i) above, **UNLESS Seller elects to terminate this Contract** by delivering written notice of termination to Buyer within 3 days of the expiration of the Loan Approval Period. If Seller so elects, provided Buyer is **NOT** in default under the terms of this Contract, Buyer shall be refunded the Earnest Money less \$100 non-refundable Initial Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

4.2(vi) If Buyer has provided timely written notice as provided for in 4.2(i) above and fails to Close this Contract, the Earnest Money Deposit will be paid in full to the Seller, unless failure to Close is due to Seller’s default, **or** Property related conditions of the Loan Approval (excluding Appraisal valuation), which have not been waived elsewhere in this Contract, have not been met. In either of those events, Buyer

shall be refunded the Earnest Money Deposit, provided Buyer is **NOT** in default under the terms of this Contract, thereby releasing Buyer and Seller from all further obligations under this Contract.

Buyer agrees to deliver to Seller and Escrow Agent within 3 business days of this Contract’s Effective Date a Pre-Approval Letter from a reputable Lender dated no later than 30 days before the Contract’s Effective date. If Buyer fails to provide timely Pre-Approval Letter, Seller may elect to **EITHER** (a) terminate this Contract in writing, thereby releasing both Seller and Buyer from all further obligations under this Contract, Seller retaining the \$100 nonrefundable Initial Deposit; **OR** (b) Seller may elect to proceed with the Sale to Buyer. If Seller elects to proceed with the Sale, Buyer is in *material breach* and Seller is entitled to recover and retain the full amount of the Primary Earnest Money Deposit, even in the event that Buyer elects to terminate this Contract during the Inspections Period, prior to Closing.

Seller’s Initials _____ Buyer’s Initials _____

5. Property Condition, Maintenance, Inspections, Access, Survey

5.1 Buyer hereby represents that it has personally inspected and examined the Property and all Improvements thereon. Buyer hereby acknowledges that Seller has not made any representations concerning the present or past structural condition of the Improvements on the Property. **Buyer hereby acknowledges that Seller makes no representations or warranties regarding the suitability of the Improvements on the Property for any purpose other than Demolition.**

5.2 “AS IS” MAINTENANCE REQUIREMENT: Seller agrees to maintain the Property, including existing structure, yard and hardscapes, in their condition at the time of the Effective Date of this Contract, except for reasonable and ordinary wear and tear, and Casualty Loss (“AS IS Maintenance Requirement”). Buyer and Seller agree to the following Condition and Circumstances of the Property, and Buyer accepts the Property in its “AS IS, WHERE IS, with Faults” present physical condition and circumstances, along with any violation of Governmental, Building, Environmental, and Safety Codes, Restrictions, or Requirements, subject to Seller’s continuing “AS IS” Maintenance Requirement. Buyer shall be responsible for any and all repairs and improvements required by Buyer’s Lender. Seller is **NOT** required and does **NOT** agree to resolve Code violations, Municipal Fines, or Opened/Expired Permits, **UNLESS** a lien has been recorded.

Seller’s Initials _____ Buyer’s Initials _____

5.3 (i) INSPECTIONS: Buyer agrees to rely solely on experts, professional inspectors, and governmental agencies for verification of property condition, suitability, square footage, boundaries, zoning, and other facts that materially affect property value, and not on representations from Seller, oral or otherwise. Buyer may have the Property inspected by persons of the Buyer’s choosing and at the Buyer’s **sole** expense to assess the Property’s suitability for Demolition, and the potential costs and suitability associated with the Tearing Down of the existing structure and Redevelopment of the Property to Highest and Best use.

Seller’s Initials _____ Buyer’s Initials _____

5.3 (ii) INSPECTION PERIOD: Buyer shall have 7 days from the Effective Date of this Contract to conduct investigations of the Property (“Inspection Period”). The seven days shall run consecutively and shall include weekdays and weekends. Buyer is encouraged to schedule Inspections as soon as possible after the Effective Date. Seller is not responsible for Buyer running out of time to perform a desired Inspection or from receiving an Inspection report or findings before **the Inspection Period** closes

5.3 (iii) Buyer has the right, **within the INSPECTION PERIOD**, to conduct all necessary, noninvasive investigations of the Property. These investigations should include but are not limited to assessments for the presence of hazardous materials, such as Lead Paint, Radon, Mold, and Asbestos; Environmental Site Assessments; Tree Survey; and Site Suitability Evaluations.

5.3 (iv) IF INSPECTION REVEALS DEFECTS, which impact the feasibility of the Demolition Process or subsequent redevelopment, Buyer may cancel the Contract in writing

before the expiration of the INSPECTION PERIOD on the _____ day of _____

2026, at _____AM/PM. If Buyer timely terminates this Contract in writing, and is not in Default under the terms of this Contract, the Earnest Money Deposit paid shall be returned to the Buyer, less the \$100 nonrefundable Initial Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for all such inspections, and for repair and restoration of damage to Property from such inspections. Buyer shall provide Seller with paid receipts for all work done on the Property (**this provision shall survive termination of the Contract**).

Seller’s Initials _____ Buyer’s Initials _____

5.4 Unless Buyer timely exercises the right to terminate granted herein, Buyer accepts the physical Condition and Circumstances of the Property and any violation of Governmental, Building, Environmental, and Safety Codes, Restrictions, or Requirements. Subject to Seller’s continuing AS IS Maintenance Requirement, Buyer shall be responsible for any and all repairs and improvements required by Buyer’s lender.

Seller’s Initials _____ Buyer’s Initials _____

5.5 INSPECTION FINDINGS: Buyer acknowledges and agrees that all Inspections are solely for Buyer’s benefit and Due Diligence. **Buyer agrees to NOT DISCLOSE, whether verbally or in writing, Inspection findings and reports to Seller.** If Buyer does disclose, verbally or in writing, Buyer’s Inspection reports, findings, or opinions to Seller, Seller may elect to **EITHER** (a) Terminate this Contract in writing, thereby releasing both Seller and Buyer from all further obligations under this Contract, Seller retaining the \$100 nonrefundable Initial Deposit; **OR** (b) Seller may elect to proceed with the Sale to Buyer. If Seller elects to proceed with the Sale, Buyer is in *material breach* and Seller is entitled to recover and retain the full amount of the Primary Earnest Money Deposit, even if Buyer elects to terminate this Contract during the Inspections Period, prior to Closing.

Seller’s Initials _____ Buyer’s Initials _____

5.6 WALK-THROUGH INSPECTION/Re-Inspection: One day before Closing, Buyer or Buyer’s Agent may perform a Walk-through (and follow-up Walk-through, if necessary) Inspection of the Property solely to confirm that all items of non-excluded Personal Property are on the Property and to verify that Seller has maintained the property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

5.7 ACCESS TO PROPERTY to Conduct Appraisals, Inspections, and Walk-Through: Seller shall upon reasonable notice, **not less than 36 hours** before Buyer seeks to access the property, provide utilities service and access to the Property for appraisals and inspections, including a walk-through (or follow up walk through if necessary) prior to Closing. Buyer acknowledges and agrees that Seller and/or Seller’s Attorney-in-Fact have the right to be physically present at all Appraisals, Inspections, and Walk-throughs.

5.8 (i) SURVEY: Buyer may, at Buyer’s **sole** expense, have the Real Property surveyed and certified by a registered Florida Surveyor (“Survey”) at least **5** days prior to date of Closing. Seller shall furnish a copy of Seller’s survey covering the Real Property to Buyer and Closing Agent **within 5 days of Effective Date**, *provided* Buyer has deposited Ernest Money, opened Escrow Account, and provided the requisite Proof of Funds or Loan Approval letter. If Seller has delivered a Prior Survey to Buyer, Seller shall, at Buyer’s written request, execute an Affidavit of “No Change” to the Real Property since the preparation of such prior survey, to the extent the affirmations are true and correct.

5.8 (ii) If Survey discloses encroachments on the Real Property or that Improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in comprehensive land use plans, zoning, or other restrictions imposed by a governmental authority, restrictions appearing on the Plat, or unplatted public utility Easements, **Buyer agrees to accept the Property subject to those existing encroachments, non-conforming uses, and easements, along with all potential consequences, liabilities, and obligations related thereto. Seller shall not be responsible for the removal, remediation, or any cost associated with existing encroachments, non-conforming uses, and easements, nor from any Title Defects arising solely from these specific conditions.** Buyer agrees to indemnify and hold Seller harmless from any future claims, demands, or lawsuits regarding existing encroachments, non-conforming uses, and easements after Closing. The terms of this paragraph shall survive Closing.

Seller’s Initials _____ Buyer’s Initials _____

6. Title Evidence, Insurance, Defects, Examination, Conveyance

6.1 TITLE EVIDENCE AND INSURANCE: At least **15** days prior to the date of Closing (“Title Evidence Deadline”), a Title Insurance Commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto (“Title Commitment”) *and*, after Closing, an Owner’s Policy of Title Insurance, shall be obtained and delivered to the Buyer. If Seller has an Owner’s Policy of Title Insurance, or other evidence of Title covering the Real Property, Seller shall furnish a Copy to the Buyer and Closing Agent within **5** days after Effective date, *provided* Buyer has deposited Ernest Money, opened Escrow Account, and provided the requisite Proof of Funds or Loan Approval letter.

Seller: _____, _____ 16 of 39 Buyer: _____, _____

6.2 **The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing** and shall provide that upon recording of the Deed to Buyer, an Owner’s Policy of Title Insurance in the amount of the purchase price, shall be issued to Buyer insuring Buyer’s Marketable Title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions, and requirements imposed by the Governmental Authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 ½ feet in width as to the sidelines; (d) outstanding oil, gas, and mineral rights of record without right of entry; (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any; *provided* that none prevent use of Property for Residential Purposes. If there exists at Closing **any violation of items identified in (d) – (f) above**, then the same shall be deemed a **Title Defect**. Marketable title shall be determined according to applicable Title Standards adopted by The Florida Bar and in accordance with law.

6.3 **TITLE EXAMINATION:** Buyer shall have **5** days after the receipt of the Title Commitment to examine it and notify Seller in writing of defects, if any, that render title unmarketable. **Seller shall have 30 days (“Title Cure Period”) after receipt of Buyer’s notice to take reasonable diligent efforts to remove defects.** If Seller Cures defects within Title Cure Period, Seller will deliver written notice to Buyer (with proof of Cure acceptable to Buyer), and Parties will Close this Contract on Closing Date (or if Closing Date has passed, within **10** days after Buyer’s receipt of Seller’s notice of Cure to Buyer). **If Seller is unable to Cure defects within the Title Cure Period, then Buyer may, within 5 days of the expiration of the Title Cure Period, EITHER (a) deliver written notice to Seller that Buyer elects to extend the Title Cure Period by 30 days**, within which the Seller shall continue to use reasonable diligent effort to remove or Cure defects (“Extended Title Cure Period”); **OR (b) deliver written notice to Seller that Buyer elects to accept title with existing defects and Close this Contract** on the Closing Date (or if Closing date has passed, within **10** days of Buyer’s receipt of Seller’s notice of failure to cure); **OR (c) deliver written notice to Seller that Buyer elects to terminate the Contract and receive a refund of the Earnest Money Deposit, less the \$100 nonrefundable Initial Deposit**, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer, provided Buyer is **not** in default under the terms of this Contract, shall receive a refund of the Earnest Money Deposit, less the \$100 nonrefundable Initial Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

Seller’s Initials _____ Buyer’s Initials _____

6.4 **CONVEYANCE:** Seller shall convey Marketable Title to the Real Property by Statutory Warranty, Trustee’s, Personal Representative’s, or Guardian’s Deed, as appropriate to the status of Seller, subject only to matter’s described above in Sections 6.2 and 6.3, and those accepted by the Buyer. Personal Property shall, at the request of the Buyer, be transferred by absolute bill of sale with Warranty Title, subject only to such matters as may be provided for in this Contract.

7. Disclosures

7.1 **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable, and which have not been disclosed to Buyer. Seller does not extend and intends no Warranty and makes no representation of any type, whether express or implied, as to

the physical condition or history of the Property. Seller has received no written or verbal notice from any Governmental entity or Agency as to a currently uncorrected Building, Environmental or Safety Code Violation. Seller is unaware of any encroachments (whether by Improvements on the Property onto setbacks or neighboring parcels, or by neighboring parcels onto the Property). **Seller’s Itemized Disclosures regarding the Lot and Existing Structure, Flood Risk, and Lead Paint are attached as Riders to this Contract.**

7.2 Seller represents that the Property is **NOT SUBJECT TO A LEASE** (including seasonal and short term vacation rentals). Seller agrees to delivery occupancy and possession to Buyer free of tenants, occupants, or future tenancies.

7.3 Seller represents that the Property is **NOT subject to a HOMEOWNER’S ASSOCIATION.**

7.4 Seller represents that regarding **FIRPTA (Foreign Investment in Real Property Tax Act) WITHHOLDING** that Seller is a Citizen of the United States and **NOT a “foreign person” under FIRPTA**, and is not subject to the Withholding. Seller can provide Buyer, at or prior to Closing, certification of non-foreign status.

7.5 **PROPERTY TAX DISCLOSURE:** Buyer should not rely on Seller’s current Property Taxes as the amount of Property Taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of Ownership or property improvements triggers reassessments of the Property that could result in higher Property Taxes. **If you have any questions concerning valuation, contact the Broward County Property Appraiser’s office for information.**

7.6. **PERMITS DISCLOSURE:** Seller does not know of any Improvements to the Property which were made without required permits or made pursuant to permits which have not been closed or otherwise disposed of pursuant to Section 553.79 of the Florida Statutes. Seller possesses **NO** plans, written documentation, or other information, knowledge, or control relating to Improvements which may be subject of open permits or unpermitted Improvements.

7.7 **LEAD BASED PAINT:** The existing structure was constructed before 1978. **Buyer may conduct a Risk Assessment for the presence of Lead Based Paint, to be completed within the 7 day Inspection Period.** “Seller’s Disclosure of Lead Based Paint Hazards” is required by Federal Law for a Residential Dwelling Constructed prior to 1978. **A Rider providing such Disclosure is attached.** A copy of the pamphlet “*Protect Your Family from Lead in Your Home*” from the Environmental Protection Agency (EPA) may be downloaded in multiple languages free of charge from at www.epa.gov/lead/protect-your-family-lead .

7.8 **RADON GAS:** Radon is a naturally occurring, colorless, orderless radioactive gas that when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State Guidelines have been found in Florida. Additional information regarding Radon and Radon Testing may be obtained from FloridaHealth.gov. **Buyer may conduct Radon Testing at the Property within the 7 day Inspection Period.** Seller had Property tested for Radon in February 2026. The findings were within the safe, normal range. Seller can provide copy of results.

7.9 MOLD: Mold is naturally occurring and may cause health risks. If Buyer is concerned about Mold, or desires additional information regarding Mold, Buyer should contact an appropriate professional. **Buyer may conduct Mold Testing at the Property within the 7 day Inspection Period.** Seller had the Property tested for Mold in May 2025. The findings were within the safe, normal range. Seller can provide copy of results.

7.10 ASBESTOS: Asbestos is a naturally occurring mineral widely used in various industries, exposure to which has been linked to serious health risks. The Existing Structure was constructed before 1989, when the use of Asbestos was largely Phased Out and Banned by the EPA. After Closing, Buyer will be required by law to comply with Florida Statute 469.003 regarding **the Asbestos Statement** required to be included with A PERMIT FOR DEMOLITION in the State of Florida. Broward County and the City of Fort Lauderdale will require a pre-Demolition ASBESTOS SURVEY conducted by a Florida Licensed Asbestos Consultant in order to apply for an ASBESTOS CERTIFICATE (known as an SRRA), which will be necessary for Demolition. Seller is unaware of the presence of Asbestos on the Property. If Buyer is concerned about Asbestos or desires additional information regarding Asbestos, Buyer should contact an appropriate professional. **Buyer may conduct Asbestos Testing at the Property within the 7 day Inspection Period.**

7.11. FLOOD DISCLOSURE; FLOOD ZONE; ELEVATION CERTIFICATION: Standard Homeowners Insurance Policies do not cover damage caused by Floods. Florida law requires Sellers provide a Flood Risk Disclosure to Buyers. **A rider providing such Disclosure is attached.** Seller represents that the majority of the Property is in Flood Zone X, in the 500 year Flood Plain, while a small portion running along the fence-line of the Southwestern Setback in the rear of the Property is in Flood Zone AE, in the 100 year Flood Plain, a FEMA designated, high risk, “Special Flood Hazard Area.” Multiple Flood Zones can overlap on Properties. The higher risk Zone may determine the Property’s insurance designation. Buyer Should verify the risk Zone with Buyer’s insurance provider. Flood insurance is only mandatory when the Zone overlaps with the structure. The existing structure on the Property, which Buyer intends to Demolish, **does NOT currently overlap** with the higher risk area of the lot, and HUD, Seller’s Mortgagee, does not currently require Seller maintain Flood Insurance on the Property. Unless the Flood Map is redrawn, it is unlikely that new development on the Property would overlap with the high-risk Zone in the future, as the area in question falls within the rear and side setbacks. However, **Buyer is advised to verify by Elevation Certificate which Flood Zone the Property is in, whether flood insurance is required by Buyer’s lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty during the 7 day Inspection window.**

7.12 UTILITIES: Water, sewer, and sanitation are provided by the City of Fort Lauderdale. The lateral Sewer pipes from the existing structure to the road are cast iron and run along the Eastern Boundary of the Property. Natural Gas is provided by TECO. The gas line runs along the Eastern Boundary, as well. Electricity is provided by FPL. The Electrical lines are overhead and connect to the Structure from the street along the Western Boundary. The Property has three electric Smart Meters from FPL; only one is currently activated. Buyer accepts present condition of all utilities. Seller is unaware if there has ever been a septic tank or well on the property. **Buyer is advised to conduct a geological survey during the 7 day Inspection window if concerned about the possibility of the presence of obsolete subterranean systems.**

7.13 MECHANICAL EQUIPMENT, HVAC SYSTEM, ELECTRICAL SYSTEM, PLUMBING SYSTEM AND FIXTURES, AND INCLUDED APPLIANCES are sold AS IS without warranty. Any repairs to Mechanical Equipment, HVAC system, and included appliances, if any, shall be Buyer’s responsibility. Buyer accepts present condition of all such equipment. The Air Conditioner Compressor was purchased new and installed

in 2020. The Air Conditioner Air Handler was purchased new and installed in 2020. The Washer, Dryer, and Microwave are all over 10 years old. The water heater is an external, gas-powered, tankless, wall-mounted unit owned and maintained by TECO. The Seller had the lateral Sewer pipes scoped in May 2025. No issues of concern were discovered. Seller can provide copy of results. The ceiling and cabinet mounted lights in the built-in the Western Stepdown Addition are disconnected from the electricity, if reconnected to the electricity Seller assumes they will still operate, as they were fully functional when they were intentionally disconnected in 2023.

7.14 Buyer waives receipt of the **Florida Building Energy-Efficiency Rating System Brochure.**

7.15 Seller is unaware of any condition on the Property that may be considered an **ENVIRONMENTAL HAZARD.** Seller is unaware of any damage, clean-up, or repair to the Property due to lead-based paint, radon, asbestos, mold, urea, formaldehyde, methamphetamine contamination, defective drywall, fuel, propane, or contaminated soil or water. Buyer acknowledges and agrees to assume all responsibility for any Environmental Conditions, including contamination, that may be discovered on the Property, which Buyer is purchasing with the intent to Demolish, before or after Demolition. Buyer shall indemnify and hold Seller harmless from any and all claims, costs, or liabilities from such environmental conditions.

7.16 ZONING: The Property is currently Zoned RML-25: Residential, Medium-Density, Low-rise, Multi-Family. Seller is unaware of any zoning violations or nonconforming issues with existing structure, which the Buyer intends to Demolish. **Buyer is encouraged to meet with the City of Fort Lauderdale regarding post-Demolition plans for the Property as soon as possible to ensure that said plans would be conforming,** as this will be a function of design and site plan configuration, and subject to a maximum density of 25 people per acre, and a maximum height of 35 feet. Futures structures may be either Single Family, Duplex, Triplex, and Fourplex. They may be designed as Single, Carriage, Cluster, or Townhouses.

7.15 INGRESS AND EGRESS: Seller represents that there is ingress and egress to the real Property and Title to Property is insurable without exception for lack of legal right to access.

Seller's Initials _____ Buyer's Initials _____

8. Default, Attorney's Fees, Waiver, Time is of the Essence

8.1 (i) BUYER DEFAULT: If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract, including, but not limited to, complying with notice requirements and deadlines for deposits, applications, and documentation, Seller shall, **as its sole remedy,** unless otherwise expressly provided for elsewhere in this Contract, terminate this Contract and recover and retain the Earnest Money Deposit, (including the \$100 Nonrefundable Initial Deposit and all interest earned and accrued thereon, if any), as consideration for execution of this Contract and as Liquidated Damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of Seller against Buyer by reason of Buyer's Default. After Default, upon written notice by Seller to Buyer, this Contract will terminate, the Earnest Money Deposit shall be paid by the Escrow Agent to, and be retained by, the Seller, whereupon Seller and Buyer shall be relieved from all further obligations under this Contract, except those which expressly survive Closing or Termination

of this Contract. Buyer and Seller acknowledge and agree that damages to the Seller in the event of Buyer’s Breach of this Contract would be difficult or impossible to determine, that the amount of the Earnest Money Deposit represents the Parties’ best and most accurate estimate of the damages that would be suffered by Seller if the transaction should fail to Close and that such estimate is reasonable under the circumstances that Seller and Buyer reasonably anticipate would exist at the time of such Breach. Seller acknowledges and agrees that Seller’s right to retain the Earnest Money Deposit shall be Seller’s sole remedy, at law and in equity, for Buyer’s failure to purchase the Property in accordance with the terms of this Contract. Seller hereby waives right to an action for Specific Performance of any of the provisions of this Contract. Upon disbursement of Liquidated Damages, Buyer and Seller shall have no further rights, obligations, or liabilities under this Contract.

8.1 (ii) SELLER DEFAULT: In the event that the Closing does not occur as a result of Seller failing to perform any of its obligations under this Contract, or of Seller failing to perform its obligation to convey the Property to Buyer in accordance with the terms of this Contract, **for any reason other than (a) Buyer’s default, (b) Seller’s failure to make Seller’s title marketable after reasonable diligent effort, or (c) the permitted Termination of this Contract as expressly provided herein**, then **Buyer, if not also in Default, at its sole option and as its sole and exclusive remedy**, may terminate the Contract in writing within 5 days of the Seller’s default and demand reimbursement of actual costs from Seller, in which event the Escrow Agent shall refund to Buyer the entire Earnest Money Deposit (including the Initial \$100 non-refundable Deposit, and all interest earned thereon, if any). Additionally, Buyer shall be entitled to reimbursement from Seller of Buyer’s actual out-of-pocket costs and expenses directly incurred with respect to this transaction (not to exceed \$5,000), within 10 business days of Buyer’s delivering a written Demand for Costs to Seller with commercially reasonable documentation supporting Buyer’s transaction costs and expenses. **Buyer acknowledges and agrees that return of Earnest Money Deposit plus Costs shall be the full Liquidated Damages, and hereby waives and releases any right to sue Seller for damages for Seller Default or to enforce Specific Performance.** Upon disbursement of Liquidated Damages, Buyer and Seller shall have no further rights, obligations, or liabilities under this Contract.

8.2 ATTORNEY’S FEES AND COSTS: Each party will pay their own costs, expenses, and fees, including attorney’s fees. The prevailing party to any litigation shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney’s fees, incurred in conducting litigation brought under or with respect to the transaction described in this contract. This paragraph shall survive Closing or Termination of the Contract.

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

8.4 (i) TIME IS OF THE ESSENCE with respect to all dates and deadlines set forth in this Contract. Failure to timely perform any obligation hereunder shall constitute a material breach of this Contract, entitling the non-breaching party to all available remedies, including termination of this Contract and retention or recovery of the full Earnest Money Deposit. Demand is not required.

8.4 (ii) CALENDAR DAYS, based on where the Property is located, shall be used in computing time periods. **Other than time for Acceptance, Effective Date, or Inspections**, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten, or inserted herein, which shall occur on a Sunday, national legal public holiday (as defined in 5 USC Section 6103(a)), or a day on

which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Sunday, national public holiday, or a day on which a national legal public holiday is observed.

Seller's Initials _____ Buyer's Initials _____

9. Risk of Loss; Eminent Domain

9.1 CAUSALITY LOSS: The Buyer acknowledges and agrees that (a) the primary value of the property lies in the underlying land, (b) that the existing structure's condition is not material to the value of the transaction, and that (c) the Buyer intends to demolish the existing structure after Closing. In the event of damage or destruction to the existing structure by fire, windstorm, terrorism, Act of God, or other **CAUSALITY LOSS** prior to Closing, such **damage or destruction to the structure shall not be deemed "Material Damage" and shall not provide the Buyer with the right to Terminate this Contract.**

9.2 Seller agrees to (a) promptly notify Buyer of any **CASUALTY LOSS** that occurs between the Effective date and Closing, (b) file an Insurance Claim, (c) and use the Insurance Proceeds to initiate the Clearance of the land and the Demolition of the existing structure as soon as possible for the Buyer. Any remaining Insurance Proceeds shall remain with the Seller and the Seller's Mortgagee. **Buyer acknowledges and agrees that it has no claim on any potential casualty insurance proceeds on the structure,** beyond Demolition and Clearance of the lot of related debris.

9.3 The Buyer shall proceed to Close this transaction on the agreed Closing date for the full purchase price, without abatement or reduction, and shall accept the property in its then-current condition, either cleared or awaiting clearance. Buyer agrees to assume all permits, responsibilities, and obligations related to said Casualty and Demolition, which may still be outstanding after Closing.

9.4 Buyer acknowledges and agrees that Seller's use of insurance proceeds to clear the property and demolish the structure in the event of Casualty **fulfills Seller's AS IS Maintenance Requirement and obligation to return the property to its "Previous Condition."**

Seller's Initials _____ Buyer's Initials _____

9.5 EMINENT DOMAIN: If the Property is condemned by Eminent Domain after the Effective Date, before Closing, Seller and Buyer agree to cancel this Contract. Escrow Agent shall return the Earnest Money Deposit to the Buyer, less the \$100 nonrefundable Initial Deposit, thereby releasing Seller and Buyer from all further obligations under this Contract. Buyer acknowledges and agrees that in such event, Seller is not responsible for refunding any expenses Buyer may have incurred related to the Property after the Effective Date in such an event.

Seller's Initials _____ Buyer's Initials _____

10. Contract Execution, Persons Bound, Notice, Delivery, Recordability

Seller: _____, _____ 22 of 39 Buyer: _____, _____

This Contract may be executed by use of electronic signatures, as determined by Florida’s Electronic Signature Act and other applicable laws. **This Contract shall be binding on and inure to the benefit of the parties and their respective heirs or successors in interest.** Whenever the context permits, singular shall include plural, and one gender shall include all. All Notices must be in writing and may only be made by mail, personal delivery, or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract shall NOT be recorded in any public or official records, nor shall any Notice of this Contract be recorded in any public or official records.

11. Integration, Modification

This Contract contains the full and complete understanding and agreement of Seller and Buyer with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Seller and Buyer unless included in this Contract. **No modification to or change in this Contract shall be valid or binding upon the Seller or Buyer unless in writing and executed by the Parties** intended to be bound by it.

12. Riders/Addenda

Riders, Addenda, and handwritten provisions shall control all printed provisions of this Contract in CONFLICT with said Riders, Addenda, and handwritten provisions. The following Riders or Addenda are attached and incorporated into this Contract. The total number of Riders or Addenda attached and incorporated into this Contract is _____.

| Title of Addendum/Rider | Party Attaching (Initial and Date) | Party Accepting (Initial and Date) |
|--|---|---|
| Receipt of Initial Deposit | Buyer | Seller |
| Flood Disclosure | Seller | Buyer |
| Lead Paint Disclosure | Seller | Buyer |
| Lot/Structure Disclosure | Seller | Buyer |
| Buyer Home Sale Rider | Buyer | Seller |
| Buyer Loan Pre-Approval/Proof of Funds | Buyer | Seller |
| Seller’s 2025 Boundary Survey | Seller | Buyer |
| Seller’s “No Change” Affidavit | Seller | Buyer |
| Seller’s Owner’s Policy | Seller | Buyer |
| | | |

| | | |
|---|--------|--------|
| FIRPTA US Citizen Certification | Seller | Buyer |
| CONVEYANCES TO FOREIGN BUYERS Affidavit | Buyer | Seller |
| | | |

Seller’s Initials _____ Buyer’s Initials _____

13. Buyer Waiver of Claims

To the extent permitted by law, Buyer waves any claim 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 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 disclose facts materially affecting the value of the Real Property which are not readily observable.

14. Notices

All Notices from one Party to the other must be in writing and are effective when mailed, hand-delivered, or transmitted by email as follows:

To Seller, by mail, at Henry and Marjorie Milam,*****; by delivery to Henry, Marjorie, and/or Kelly Milam, at 902 SE 12th CT, Fort Lauderdale, FL 33316; by email, to Henry Milam at ***** and Marjorie Milam at *****, and Kelly Milam at admin@902House.com.

To Buyer, by mail ,at: _____
 _____;

by delivery to: _____
 _____;

by email at: _____
 _____.

15. Applicable Law and Venue

This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in Broward, the county where the Real Property is located.

16. Deadlines

| Action | Date |
|--|------|
| Buyer’s Initial Nonrefundable \$100 Deposit, Seller’s Flood and Lead Disclosures, and Buyer’s Home Sale Rider, <i>Accompany Contract</i> | |
| Execution of Contract by All Parties, OR Return of Nonrefundable Deposit, if Seller Rejects Offer, <i>Day Received +72 hrs</i> | |
| Buyer’s Loan Pre-Approval or Proof of Funds Letter, <i>Effective Date +3 days</i> | |
| Buyer Open Escrow Account, Primary Ernest Money Deposit, <i>Effective Date +3 Days</i> | |
| Buyer’s Loan Application, if Financing Contingency, <i>Effective Date +3 Days</i> | |
| Seller’s Title Policy & Survey, <i>Effective Date +5 Days</i> | |
| Buyer’s Lender Appraisal Ordered, <i>Effective Date +5 Days</i> | |
| Property Inspection Period Ends, <i>Effective Date +7</i> | |
| Buyer’s Status of Loan Due, <i>Effective Date +29</i> | |
| Loan Approval Period Ends, <i>Effective Date +30 Days</i> | |
| Title Evidence Deadline, <i>Closing Date -15 Days</i> | |
| Title Examination Ends, Buyer’s Notice of Defects due 5 Days after Buyer’s Receipt of Commitment, <i>Closing Date -10 Days</i> | |
| Survey, <i>Closing Date -5 Days</i> | |
| CLOSING DATE, EFFECTIVE DATE +45 | |
| Title Cure Period Ends, <i>Closing Date + 30 Days</i> | |
| | |
| | |
| | |
| | |

**“AS /S” Residential Contract for the Sale and Purchase of Teardown Real Estate for
902 SE 12th CT, Ft. Lauderdale FL 33316 (FSBO/No Broker)**

Whether or not listed above, deadlines contained in this form may be extended by a writing signed by both Seller and Buyer.

Executed on the _____ day of _____, 2026 (Effective Date).

Signed by Henry Ernest Milam (**Seller**) _____ on
the _____ day of _____, 2026 and

Marjorie P. Milam (**Seller**) _____ on
the _____ day of _____, 2026.

AND

Signed by _____ (**Buyer**)
on the _____ day of _____, 2026 and

(Buyer)
on the _____ day of _____, 2026.

Buyer's Agent _____
on the _____ day of _____, 2026

RECEIPT

Receipt of Initial \$100 Nonrefundable Good Faith Deposit is acknowledged.

Check/Money Order Number _____.

Received by _____ Date: _____

Address _____

Seller shall return this Deposit uncashed within 72 hours of receipt if Seller does **NOT** accept Buyer’s Offer. If Seller accepts Buyer’s Offer and Executes a Contract for Sale of the Property to Buyer, Seller may Deposit this in Seller’s Bank Account.

Seller’s Signature _____ Date: _____

Florida Flood Warning Statement:

Homeowner’s Insurance Policies do **NOT** include coverage for damage resulting from Floods. Buyer is encouraged to discuss the need to purchase separate Flood Insurance coverage with Buyer’s Insurance Agent.

Seller’s Disclosure

Under Florida Law, Chapter 689, Section 302 of the Florida Statutes, a Seller must Disclose known Flood Risks/Events to a Buyer of Residential Real Property, *at or before*, the execution of the Sales Contract.

(1) Seller **HAS** knowledge of flooding that has damaged the Property during Seller’s ownership of the Property. Seller represents that property flooded **ONE TIME** after October 1996, when Seller purchased Property. On **April 12, 2023**, after an historic 3 day rain event, with 26 inches falling in the final 12 hours, less than a ¼ inch of water breached the southwestern corner of the existing structure due to runoff being trapped by construction materials, refuse, and machinery piled up along the outside of the Western Boundary fence by a neighboring property, which was a construction site at the time.

(2) Seller has **NOT** filed a claim with an Insurance Provider relating to Flood Damage on the Property, including but not limited to a claim with the National Flood Insurance Program. Seller is not currently required to purchase Flood Insurance by HUD. The Existing Structure does not presently overlap with a Mandatory Flood Zone.

(3) Seller **HAS** received assistance for Flood Damage to the Property, including but not limited to, assistance from FEMA. Seller represents that FEMA funding was used to promptly remove and replace the wood parquet flooring in the Stepdown Addition with water-and-mold-resistant vinyl plank, to remove and replace the bottom third of approximately 12 feet of Dry Wall and Insulation along the Southwestern wall of the Existing Structure in the Stepdown Addition, and repainting the impacted area.

(4) For the purposes of this Disclosure, the term “Flooding” means a general temporary condition of partial or complete inundation of the property caused by any of the following (a) the overflow of inland or tidal waters, (b) the unusual and rapid accumulation of run off of surface waters from any established water source, such as a river, stream, or ditch, (c) sustained periods of standing water resulting from rainfall

Buyer’s Acknowledgment (initial all that apply)

_____ Buyer **downloaded** a copy of this Disclosure from the Property’s website www.902house.com before initially touring the Property in person and before the Effective Date of the Sales Contract.

_____ Buyer **received** a copy of this Disclosure from Seller **in person** before initially touring the Property in person and before the Effective Date of the Sales Contract.

_____ Buyer **received** a copy of this Disclosure from Seller **by email** attachment before initially touring the Property in person and before the Effective Date of the Sales Contract.

_____ Buyer **received** a copy of this Disclosure from **Buyer’s Agent** before initially touring the Property in person and before the Effective Date of the Sales Contract.

_____ Seller **attached** a copy of this Disclosure **as a Rider** to the Sales Contract at the time of signing.

Certification of Accuracy for Florida Flood Disclosure

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller _____

Date _____

Seller _____

Date _____

Buyer _____

Date _____

Buyer _____

Date _____

Buyer’s Agent _____

Date _____

Lead Warning Statement:

Every Purchaser of any interest in Residential Real Property on which a dwelling was built prior to **1978** is notified that such property may present exposure to Lead from Lead-based paint that may place young children at risk of developing Lead Poisoning. Lead Poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in Residential Real Property is required to provide the buyer with any information on Lead-based paint hazards from risk assessments or inspections in Seller’s possession and notify the Buyer of any known Lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller’s Disclosure

- (a) Seller has **NO** knowledge of lead-based paint hazards in the housing.
- (b) Seller has **NO** reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- (c) Seller is aware of Seller’s obligations under 42 U.S.C. 4852(d) and Seller is aware of Seller’s responsibility to ensure compliance.
- (d) The existing structure was built in **1952** .

Purchaser’s Acknowledgment (Initial)

_____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Homes* via email from Seller in English, and was provided with a link for versions in other languages.

_____ Purchaser **has received** a 7-day opportunity to conduct a RISK ASSESSMENT OR INSPECTION for the presence of Lead-based paint and/or Lead-based paint hazards; **OR**

_____ Purchaser **has waived** the opportunity to conduct a RISK ASSESSMENT OR INSPECTION for the presence of Lead-based paint and/or Lead.

Certification of Accuracy for Lead-Based Paint Disclosure

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Penalties for failure to comply with federal lead-Based Paint Disclosure Laws include treble (3 times) damages, attorneys fees, costs, and a penalty up to \$10,000 for each violation.

Seller_____

Date_____

Seller: _____, _____

Buyer: _____, _____

Seller _____

Date _____

Buyer _____

Date _____

Buyer _____

Date _____

Buyer's Agent _____

Date _____

Purpose:

This Statement is a Disclosure by the Seller on the Condition of the Property, and any known information related to the Property. Unless otherwise specified, Seller does not possess any expertise in matters pertaining to the law, taxation, engineering, land surveying and/or any other specific matter as may be related to the Property, and Buyer is advised to seek the advice of a professional concerning said matters. This statement is not a warranty of any kind by Seller and is not a substitute for any Inspection of the Property described herein.

Seller’s Disclosure:

Seller Discloses the following information with the knowledge that although these Disclosures are not a warranty, Seller specifically makes these Disclosures based on Seller’s knowledge at the time the Seller signs this Statement. Seller is providing a copy of this Statement to Buyer or Buyer’s Agent in connection with any actual or anticipated Sale of the Property. ***The Seller makes the following Representations:***

1. Seller has owned the Property since October 1996 and has legal authority to sell the Property. The Property is not subject to a lease. The original home was built in 1952. It is concrete block construction. The two additions were built before 1996, at an unknown time, assumed to have been before 1980 based material choices. They are both wood frame construction. There is a concrete stoop under the front porch decking, and a concrete staircase under the rear deck by the back door. The rear deck has reached the end of its serviceable life and is no longer structurally sound. The front porch was built in 2024.

2. *Property Dimensions:* The lot is approximately 8580 square feet. It is approximately 60 feet wide by 143 feet deep, and has approximately 60 feet of Frontage. The front and back setbacks are 15-20 feet, (depending on development), and 5 feet on either side, if roof height is 22 Feet or less (add 1 foot of setback per foot of rise to each side, up to 35 feet).

3. *Survey:* Seller has a 2025 Boundary Survey of the property that Seller can provide to Buyer, along with a “No Change” Affidavit. Seller also has a 2024 Boundary Survey and a 1996 Boundary Survey, for historical purposes, that Seller can also provide Buyer. Seller has no knowledge of any Encroachments, Boundary disputes, or Boundary agreements. Seller advises Buyer that only the white Western boundary fence, and easternmost 12 feet of the white Southern Boundary fence, along with the two white gates on the east and west of the property, belong to the Property, the rest belong to neighboring properties. The white Western Boundary fence is approximately 3 inches inside the Property line.

4. *Zoning:* The Property is presently Zoned RML-25, low-rise, multifamily, residential. The maximum height is 35 feet, the maximum density is 25 people per acre.

5. *Service/Utilities:* All of the following services are available, Municipal Water, Municipal Sewer, Municipal Curbside Trash Collection (all City of Fort Lauderdale), Electricity (FPL, 3 meters), Natural Gas (TECO), Cable Television, Broadband. All services have laterals extended into the property. Seller has no knowledge of any problems or needed repairs in water or sewer lines, or in the plumbing in the existing Structure. The lateral sewer lines are cast iron. They were scoped in May 2025, and no issues were discovered. Seller can provide report and video of scope. The Property has three Smart Electric Meters.

6. *Assessments*: Seller has NO knowledge of any outstanding, deferred, or pending assessments against the Property.

7. *Soil Condition*: Seller has no knowledge of soil borings ever being conducted on the Property. Seller has no knowledge of percolation tests ever being conducted on the Property. The Seller has no knowledge of septic or building permits being denied because of adverse soil conditions on the Property. The soil is primarily sand.

8. *Drainage*: The property does NOT periodically or regularly experience drainage problems. Please see separate Flood Disclosure for additional information.

9. *Mineral Rights*: Seller has no knowledge as to who owns the Mineral Rights to the Property. Seller assumes they were severed before Seller acquired the Property in 1996. Seller has no knowledge of any limits or restrictions on Buyer’s use, enjoyment, and/or development of the Property’s mineral rights.

10. *Topography*: Seller has no knowledge of any filling or grading of the Property other than by natural forces.

11. *Property Restrictions*: Seller has no knowledge of any limits or restrictions on Buyer’s use, enjoyment, and/or development of the Property due to (a) previous divisions or splits of the Property; (b) pending litigation which Clouds, or could Cloud, Title; (c) any Association with authority over the Property, which may charge fees and enact restrictions; (d) any portions of the property shared in common with others; (e) any sales, transfer, or reservation of water or drainage rights; (f) any sales, transfer, or reservation of mineral rights; public or private use restrictions or limitation, including but not limited to deed and subdivision restrictions; or (g) encroachments, easements, zoning violations, non-conforming uses, or condemnations.

12. *Environmental Conditions*: Seller has no knowledge of any Environmental Conditions that may limit or restrict the Buyer’s use, enjoyment, and/or development of the Property due to (a) past or present drilling for oil or gas, or mining for minerals; (b) operating, capped, uncapped, or abandoned wells; (c) past or present storage tanks, above or below ground, used for fuel or other chemicals; (d) any past or present portion of the property used as a farm, dump, or landfill; or (e) any known soil or water contamination.

13. *Environmental Assessments*: Seller had the property tested for Radon in February 2026. The results were deemed safe and within the normal ambient range. Seller had property tested for Mold in May 2025. Mold levels were deemed safe and within the normal ambient range. Seller can provide copies of these two Assessments to Buyer. Seller has no knowledge of any other environmental assessments or studies done on the Property.

14. *Off-Site Conditions*: The Property is approximately 5 miles from Fort Lauderdale International Airport, 2 miles from Convention Center, the Port and the 17th Street Causeway Bridge. The 17th Street Causeway is a key artery to and from the beaches. Federal Highway is approximately half a mile from the Property. It is a key artery for all of Fort Lauderdale. All of these offsite conditions periodically may limit or restrict Buyer’s use, enjoyment, and/or development of the Property due to traffic and noise levels.

15. *Existing Structure Roof:* The Roof on the Existing Structure is a collection of three independent Roof Systems—the original 1952 Pitched Roof, the Flat Roof over the kitchen addition, and the Flat Roof over the Stepdown addition. To the best of Seller’s knowledge, none of these Systems relies on the others for their structural integrity. The decking, joists, and beams of the Pitched Roof on the Existing Structure are original to the Structure, dating back to 1952. The wood of the original Roof is in excellent condition. The tiles on the pitched roof are concrete. Seller assumes they are at least 40 years old (they predate Seller’s ownership of Property) and are nearing the end of their serviceable lifespan: some are cracked, some a loose, none are missing. Both Flat Roofs were reroofed in 1998, and both were coated in five layers of Tropicool White Silicon Roof Sealant in 2020, and a touch-up single layer of Tropicool Silicon was applied in February 2026. There are no known leaks in any of the Roof Systems. The roof area directly above the outdoor shed room is soft, but does not leak, from damage from Termites on the Southeastern corner of the Shed room. The tile roof was pressure washed in April 2026, no water could be detected inside the attic.

16. *Existing Structure Foundation:* The original Structure from 1952, along with the Kitchen Addition of unknown age, has a raised crawlspace foundation. The Western Stepdown Addition of unknown age, has a concrete slab foundation. There are no known issues with either foundation. The crawlspace is cool and dry with no odor. The crawlspace is approximately 2.5 feet above grade. The concrete slab is at grade.

17. *Existing Structure Non-Excluded Appliances and Mechanical Systems:* The Garbage Disposal, Microwave, Washing Machine, and Dryer are all over 10 years old. All are presently operable with no known defects, other than cosmetic. None are still under warranty. The Air Conditioner Air Handler and Compressor were purchased and installed new in October 2020. They are presently operable, with no known defects. They are no longer under warranty. Both units were serviced in February 2026, and are under a prepaid maintenance plan with Lindstrom Air. Their next service visit is scheduled for August 2026. The doorbell is inoperable. The TV cable wiring is no longer operable. The Electrical System is operable, with no known defects. Some electrical outlets are missing cover plates. All lights and ceiling fans are operable, with no known defects, except for: the three external flood lights along the rear external soffit of the Existing Structure, the light fixture in the far Southwestern corner of the yard, the light fixtures in the two front bedroom closets (pulls are broken), the light fixture in the Hall closet (pull is broken), the light fixture in the attic (pull is broken), and the lights in the Stepdown Addition Built-in unit, which were disconnected to remove a dated wet bar. The Seller removed and capped the exterior yard lighting fixtures from the property in 2025. The wiring for all 25 lights is still in the yard. The exterior electrical sockets are not RIFD, but are covered. The timer box for the original yard lighting was dismantled in 2024 and is inoperable. Seller has no knowledge of a sprinkler system on the property, but there are some indications that there may have been one at one time. Seller has no knowledge of a septic system on the property. The tankless water heater is gas and belongs to TECO. There are no fire alarms. At one time, before Seller’s Tenure, the Property had a Sound System, inoperable remnants of this can be found in the closet in the Stepdown Addition Bedroom.

18. *Existing Structure Windows and Doors:* All of the windows, the skylight, and the front door are Impact Resistant Glass. The rear door has metal shutters and built-in wind-braces. All windows have screens. All windows and doors are operable, except for the window in the Front Bedroom in the original structure, it is stuck and will not open. All locks and deadbolts are operable. All keys are accounted for.

19. *Insurance Claims:* Seller has made no Insurance Claims on the Property in the last 25 years. Seller did receive FEMA funding for Flood damage in 2023. See Flood Disclosure for details.

20. *Termites/Pests*: The existing Structure is covered by a transferable Termite Tenting Policy. Termite damage from an earlier infestation can be found in the Southeastern corner of the outdoor Shed Room. The Roof directly above the Shed Room is soft from the old damage.

The Existing Structure was last inspected for termites in May 2025. No termites were found, no new/additional damage was found. Seller can provide report. The Existing Structure has been tented twice for Termites since Seller purchased it. It was most recently tented in 2019.

Seller has indicated above the condition of the Property based on information known to Seller. If any changes occur in the Property’s condition as Disclosed or if Seller becomes aware that any Disclosures are inaccurate, from the date of this Statement to Closing, Seller will immediately Disclose the changes to the Buyer.

Seller acknowledges that the information in this statement is true and correct to the best of Seller’s knowledge as of the date of Seller’s signature below.

Buyer’s Acknowledgment (Initial all that apply)

_____ Buyer **downloaded** a copy of this Disclosure from the Property’s website www.902house.com before initially touring the Property in person and before the Effective Date of the Sales Contract.

_____ Buyer **received** a copy of this Disclosure from Seller **in person** before initially touring the Property in person and before the Effective Date of the Sales Contract.

_____ Buyer **received** a copy of this Disclosure from Seller **by email** attachment before initially touring the Property in person and before the Effective Date of the Sales Contract.

_____ Buyer **received** a copy of this Disclosure from **Buyer’s Agent** before initially touring the Property in person and before the Effective Date of the Sales Contract.

_____ Buyer **attached** a copy of this Disclosure **as a Rider** to the Sales Contract at the time of signing.

Buyer acknowledges and understands that Buyer has a duty to pay diligent attention to any material defects which are known to Buyer or can be made known to Buyer by utilizing diligent attention and observation. Buyer acknowledges and understands that the Disclosures set forth in this Statement are made solely by the Seller.

Seller _____

Date _____

Seller _____

Date _____

Buyer _____

Date _____

Buyer's Agent _____

Date _____

If signed by all Parties, the clause(s) below will be incorporated as **SECTION 4.3** into the AS IS Residential Contract for Sale and Purchase of Teardown Real Estate *between*:

Milam, Henry Ernest and Marjorie P. (“Seller”)

And

(print full name(s), last name first) (“Buyer”)

Concerning the property described as 902 SE 12th CT, Fort Lauderdale, FL 33316 situated in Broward County:

4.3

(i) This Contract **IS CONTINGENT** on the Sale of and Closing of Buyer’s Property

located at _____, **by the**

42nd Day after THIS Contract’s Effective Date, on the _____ of _____, 2026 (“Home Sale Contingency Period”). If the Sale of Buyer’s Property does not Close by the 42nd Day from the Effective Date of this Contract, **Buyer may elect:** to deliver within **3** days thereafter **written notice** to Seller, to **EITHER** (a) TERMINATE this Contract, in which event, and provided the Buyer is not in DEFAULT under the terms of this Contract, the Earnest Money Deposit, less the \$100 non-refundable Initial Deposit, shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract; **OR** to (b) WAIVE and REMOVE this Contingency and all Financing Contingencies, and proceed with this Contract to Close on the Closing Date, or as soon as possible after the Closing Date, if that day has passed.

(ii) Buyer acknowledges and agrees that in **NO** event shall this Contingency delay Closing on this Contract for more than **15** Days after the agreed upon Closing Date of this Contract. If Buyer relying on this Contingency is unable or unwilling to Close on this Contract for more than 15 days after the Closing Date, **Seller may elect:** to (a) TERMINATE this Contract, and recover and retain the Earnest Money Deposit, thereby releasing Seller and Buyer from all further obligations under this Contract; **OR** to (b) proceed with this Contract by extending the time to Close by an additional 15 Days, **AFTER** the Buyer makes an ADDITIONAL DEPOSIT and WAIVES and REMOVES this and all Contingencies and agrees to accept all Defects. If Seller elects option 4.3 (ii)(b), Buyer must make an **Additional Deposit** to Escrow Agent within **3** days from receipt

of Seller’s Notice in the amount of \$ _____, or Seller and Buyer shall proceed as if Seller had always elected option 4.3(ii)(a), and the Contract will Terminate.

(iii) Within **3** days of Executing this Rider, Buyer shall deliver a copy of **Buyer’s Property Listing**, or other verifiable proof that Buyer’s Property is presently offered For Sale, to Seller and Escrow Agent. If Buyer fails to timely provide proof that Buyer’s Property is For Sale, Seller may elect in writing to TERMINATE this Rider and Contingency, and this Contract will proceed as if no such Rider and Contingency had been

contemplated, and if Buyer fails to Close due Buyer's to the inability to sell Buyer's Property, Buyer will be in DEFAULT.

(iv) Buyer agrees that upon entering into a Primary or Back-up Contract for the Sale of Buyer's Property, Buyer shall give Seller and Escrow Agent a copy of such Contract(s) with the third Parties' identification and Purchase Price information obliterated within **3** days of such Contract's Execution. Buyer agrees that Buyer shall **REQUIRE** Kick Out Clauses in the Contract(s) Buyer Executes for Buyer's Property, *and* that that Buyer shall **ACCEPT** Back-up Contracts for Buyer's Property. Buyer represents that Buyer's Property **IS/IS NOT** presently under Contract For Sale (pick one, if no selection, then IS NOT). If Buyer's Property is currently under Contract, Buyer shall provide Seller and Escrow Agent with a copy of said Contract within **3** days of the Execution of this Rider, with the names of third Parties and Purchase Price obliterated.

(v) Buyer represents that Buyer's Property **IS** currently Offered for Sale, and that Buyer's Property has been offered For Sale since the _____ of _____, _____ (date of listing).

(vi) Buyer represents that Buyer **IS/IS NOT** (pick one) represented by a Seller's Real Estate Agent/Brokerage in the Sale of Buyer's Property (if no selection, then *IS NOT*).

Name of Buyer's Real Estate Agent, if so represented: _____

with _____ (name of Brokerage). Buyer's Agent's,

mailing address: _____

phone number: _____

email address: _____

MLS# for Buyer's Property: _____

(vii) Buyer agrees to keep Seller informed in writing on Buyer's progress selling Buyer's Property, including but not limited to level of third party interest in Buyer's Property, number of third party showings and showing requests, number of Offers received, third party Open House responses and attendance levels, and changes in Asking Price. Buyer authorizes Buyer's Agent and Broker to disclose Buyer's Property Sale status and progress to Seller and Escrow Agent. If Buyer fails to timely deliver any written notice to Seller prior to the expiration of the Home Sale Contingency Period, Buyer shall proceed forward with this Contract as though Buyer had opted to Purchase this Property with **NO** BUYER HOME SALE CONTINGENCY, **unless** Seller elects to terminate this Contract within **3** days of the expiration of the Home Sale Contingency Period. If Seller so elects, provided Buyer is not in Default under the terms of this Contract, Buyer shall be refunded the Earnest Money, less the \$100 non-refundable Initial Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

Seller: _____, _____

Buyer: _____, _____

(viii) Buyer agrees to use Good Faith and Diligent effort to sell Buyer’s Property. Buyer’s failure to use Good Faith and Diligent effort to sell Buyer’s Property shall be considered DEFAULT and will result in the loss of Earnest Money, **IF** Buyer fails to Close this contract as a result of Buyer’s inability or unwillingness to sell Buyer’s Property. Diligent effort includes, but is not limited to, placing a “For Sale” sign on Buyer’s Property, maintaining an active listing, making Property readily accessible to potential Purchasers and their Agents, maintaining Buyer’s Property in the best possible condition; maintaining a clean and tidy yard and home interior, conducting Open Houses at Buyer’s Property, and maintaining productive relationships with potential Purchasers and their Agents.

_____ on the ____ day of _____, 2026 (Seller)

_____ on the ____ day of _____, 2026 (Seller)

_____ on the ____ day of _____, 2026 (Buyer)

_____ on the ____ day of _____, 2026 (Buyer)

_____ on the ____ day of _____, 2026 (Buyer’s Agent)