

Commercial Contract



1 1. PARTIES AND PROPERTY: Lois Lane Properties LLC ("Buyer")
2 agrees to buy and EUSTIS RIDES LLC ("Seller")
3 agrees to sell the property at:
4 Street Address: 222 S BAY ST, EUSTIS, FL 32726

5
6 Legal Description: EUSTIS S 200 FT OF E 132 FT BLK 79 PB 1 PG 79 ORB 5860 PG 1093

7
8 and the following Personal Property: TBD

9
10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 2. PURCHASE PRICE: \$ 250,000.00

12 (a) Deposit held in escrow by: Clayton H Blanchard Law Office \$
13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: 35 E Pinehurst Blvd Eustis FL 32726 Phone: 352-589-1919

15 (b) Additional deposit to be made to Escrow Agent
16 [] within ___ days (3 days, if left blank) after completion of Due Diligence Period or
17 [x] within 5 days after Effective Date \$ 5,000.00

18 (c) Additional deposit to be made to Escrow Agent
19 [] within ___ days (3 days, if left blank) after completion of Due Diligence Period or
20 [] within ___ days after Effective Date \$

21 (d) Total financing (see Paragraph 5) \$ 0.00

22 (e) Other \$

23 (f) All deposits will be credited to the purchase price at closing.
24 Balance to close, subject to adjustments and prorations, to be paid
25 via wire transfer. \$ 245,000.00

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of
27 Buyer's written notice of acceptability.

28 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
29 and Buyer and an executed copy delivered to all parties on or before March 26, 2025, this offer
30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
31 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
32 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or
33 []. Calendar days, based on where the Property is located, will be used when
34 computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods
35 provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending
36 or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will
37 extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national
38 legal holiday is observed. Time is of the essence in this Contract.

39 4. CLOSING DATE AND LOCATION:

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

40 (a) Closing Date: This transaction will be closed on April 22, 2025 or before (Closing Date), unless
41 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods
42 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended
43 on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after
44 the insurance underwriting suspension is lifted.

45 (b) Location: Closing will take place in Lake County, Florida. (If left blank, closing will take place in the
46 county where the property is located.) Closing may be conducted by mail or electronic means.

47 **5. THIRD PARTY FINANCING:**

48 **BUYER'S OBLIGATION:** On or before _____ days (5 days if left blank) after Effective Date, Buyer will apply for third
49 party financing in an amount not to exceed _____% of the purchase price or \$ _____, with a fixed
50 interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or
51 commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized
52 over _____ years, with additional terms as follows:
53

54 Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any
55 lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left
56 blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close
57 the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage
58 broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon
59 obtaining financing or being rejected by a lender. **CANCELLATION:** If Buyer, after using good faith and reasonable
60 diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within _____ days (3 days if left blank)
61 deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.
62 If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter.
63 Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of
64 those conditions of Loan Approval related to the Property. **DEPOSIT(S)** (for purposes of Paragraph 5 only): If Buyer
65 has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and
66 thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or
67 before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both
68 parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving
69 the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use
70 good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction
71 does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms
72 and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-
73 approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

74 **6. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty
75 deed special warranty deed other _____, free of liens, easements and
76 encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,
77 restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other
78 matters to which title will be subject) _____
79

80 provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the
81 Property as AS CURRENTLY USED

82 (a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent
83 and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and
84 within _____ days after Effective Date or at least _____ days before Closing Date deliver to Buyer (check one)
85 (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by
86 Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase
87 price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and
88 Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. (ii) an
89 abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
90 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed
91

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

91
92
93
94

95
96
97
98
99
100
101
102
103

104
105
106
107
108
109
110
111
112
113
114
115
116

117

118
119
120
121
122
123
124
125

126
127

128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144

insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (l.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within _____ days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

Seller will, within 5 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____ prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.

Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, Buyer will accept the Property with existing encroachments such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ _____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b))

(a) As is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

(b) Due Diligence Period: Buyer will, at Buyer's expense and within 12 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer

Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

146 will not engage in any activity that could result in a mechanic's lien being filed against the Property without
147 Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the
148 Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the
149 inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a
150 result of the inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that
Buyer's deposit will be immediately returned to Buyer and the Contract terminated.

151 (c) **Walk-through Inspection:** Buyer may, on the day prior to closing or any other time mutually agreeable to the
152 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
153 to ensure that all Property is on the premises.

154 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any
155 business conducted on the Property in the manner operated prior to Contract and will take no action that would
156 adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting
157 vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted only with
158 Buyer's consent without Buyer's consent.

159 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
160 the norms where the Property is located.

161 (a) **Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at
162 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
163 mailboxes, and security systems.

164 (b) **Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
165 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
166 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
167 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

168 (c) **Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
169 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
170 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
171 contract; and any assignable warranties or guarantees received or held by Seller from any manufacturer,
172 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
173 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if
174 applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or
175 Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the
176 change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller, if requested by the
177 Buyer in writing, will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will
178 deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the
179 appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the
180 requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement,
181 mortgages and notes, security agreements, and financing statements.

182 (d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond
183 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
184 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
185 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
186 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
187 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

188 (e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date
189 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
190 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
191 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
192 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
193 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
194 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
195 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
196 does not apply to condominium association special assessments.

Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

197 (f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA,
198 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
199 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply
200 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or
201 Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the
202 withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the
203 requirement.

204 **10. ESCROW AGENT:** Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive,
205 deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the
206 terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to
207 Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent
208 has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed
209 items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator
210 determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over
211 the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all
212 liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate
213 broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items
214 or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs
215 incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs
216 in favor of the prevailing party.

217 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
218 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
219 complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after
220 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

221 **12. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable
222 to each other for damages so long as performance or non-performance of the obligation, or the availability of services,
223 insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure.
224 "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual
225 transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the
226 non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will
227 be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this
228 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than
229 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other
230 and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

231 **13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
232 not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit
233 will be returned in accordance with applicable Florida Laws and regulations.

234 **14. DEFAULT:**

235 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make
236 the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby
237 waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek
238 specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the
239 brokerage fee.

240 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1)
241 retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the
242 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
243 specific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1)
244 terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without
245 waiving any remedy for Buyer's default.

246 **15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
247 prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable
248 attorneys' fees, costs, and expenses.

249 **16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
250 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice
251 sent to the address of either party shall be deemed to have been received by that party.

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

251 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
252 representing a party will be as effective as if given by or delivered to that party

253 **17. DISCLOSURES:**

254 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
255 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of
256 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the
257 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not
258 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

259 (b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
260 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
261 liens, if any, shall be paid as set forth in Paragraph 8(a).

262 (c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
263 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
264 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
265 and radon testing may be obtained from your county public health unit.

266 (d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
267 Section 553.996, Florida Statutes.

268 **18. RISK OF LOSS:**

269 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will
270 bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to
271 Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and
272 Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim
273 to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any
274 such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of
275 the Buyer.

276 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
277 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
278 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
279 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
280 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate
281 with and assist Buyer in collecting any such award.

282 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is not
283 assignable is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement
284 to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This
285 Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if
286 assignment is permitted).

287 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.
288 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
289 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
290 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
291 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
292 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
293 construed under Florida law and will not be recorded in any public records.

294 **21. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a
295 licensed real estate Broker other than: **Coldwell Banker Vanguard Edge Realty, Wanda Baldwin**

296 (a) Seller's Broker: Coldwell Banker Vanguard Edge Realty
297 1932 Salk Avenue, Tavares, FL 32778, (321) 689-0931, wandabaldwin@cbvfl.com
(Address, Telephone, Fax, E-mail)

298 who is a single agent is a transaction broker has no brokerage relationship and who will be compensated by
299 Seller Buyer both parties pursuant to a listing agreement other (specify) _____

300
301 (b) Buyer's Broker: N/A XXXXXXXXXXXXXXXXXXXX Not Applicable
302 Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

Initial:
S-
B- [Signature]

Initial:
S-
B- [Signature]

(Company Name)

(Licensee)

303

(Address, Telephone, Fax, E-mail)

304 who is a single agent is a transaction broker has no brokerage relationship and who will be compensated by
305 Seller's Broker Seller Buyer both parties pursuant to other (specify)

306
307 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
308 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to
309 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
310 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
311 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
312 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of
313 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
314 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

315 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
316 this Contract):

- | | | |
|---|--|---|
| 317 <input type="checkbox"/> (A) Arbitration | <input type="checkbox"/> (E) Seller Warranty | <input type="checkbox"/> (I) Existing Mortgage |
| 318 <input type="checkbox"/> (B) Section 1031 Exchange | <input type="checkbox"/> (F) Coastal Construction Control Line | <input type="checkbox"/> (J) Buyer's Attorney Approval |
| 319 <input type="checkbox"/> (C) Property Inspection and Repair | <input type="checkbox"/> (G) Flood Area Hazard Zone | <input type="checkbox"/> (K) Seller's Attorney Approval |
| 320 <input type="checkbox"/> (D) Seller Representations | <input type="checkbox"/> (H) Seller Financing | <input type="checkbox"/> Other _____ |

321 **23. ADDITIONAL TERMS:**

322 BUYER IS AWARE THERE IS A CURRENT LEASE FOR GOLF CART COMPANY AND WILL HONOR THE TERMS
 323 IN WRITING SELLER TO PROVIDE COPY OF LEASE TO BUYER WITHIN 3 DAYS OF ACCEPTANCE
 324 BUYER WILL PAY LIENS TO CITY OF EUSTIS AND HAS THE RIGHT TO TRY AND NEGOTIATE A LESSER
 325 AMOUNT IF AVAILABLE.
 326 SELLER TO PAY STANDARD SELLER CLOSING COSTS
 327 BUYER HAS AN ACTIVE REAL ESTATE LICENSE

332 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
 333 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
 334 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
 335 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
 336 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
 337 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**
 338 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
 339 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
 340 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
 341 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
 342 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**
 343 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

344 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
345 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
346 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
347 to do so.

ATTENTION: SELLER AND BUYER

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

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

357 *[Signature]* Date: _____
(Signature of Buyer)

358 Lois Lane Properties LLC Tax ID No.: _____
(Typed or Printed Name of Buyer)

359 Title: _____ Telephone: (321) 689 - 7434

360 _____ Date: _____
(Signature of Buyer)

361 _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

362 Title: _____ Telephone: _____

363 Buyer's Address for purpose of notice _____ P O BOX 7 EUSTIS FL 32726

364 Facsimile: _____ Email: loisbenaglio@gmail.com

365 *[Signature]* Date: 3-27-25
(Signature of Seller)

366 EUSTIS RIDES LLC Tax ID No.: _____
(Typed or Printed Name of Seller)

367 Title: _____ Telephone: (301) 364 - 8406

368 _____ Date: EUSTIS RIDES @ CWA 12.11.24
(Signature of Seller)

369 _____ Tax ID No.: _____
(Typed or Printed Name of Seller)

370 Title: _____ Telephone: _____

371 Seller's Address for purpose of notice: _____

372 Facsimile: _____ Email: Eustisrides@gmail.com

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer *[Signature]* and Seller *[Signature]* acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.



HICKORY HILL
REALTY & MANAGEMENT, INC

Addendum to Contract for Residential Sale and Purchase

1 If initiated by all parties, the terms below will be incorporated into the Contract for Residential Sale and Purchase
2 between EUSTIS RIDES LLC ("Seller")
3 and Lois Lane Properties LLC ("Buyer")
4 concerning the Property described as 222 S BAY ST. EUSTIS, FL 32728
5

6 () - () Q. Licensee, Personal Interest in Property: Lois Benaglio
7 () (active or inactive real estate license and has a personal interest in the Property. (specify if licensee is related
8 to a party, is acting as Seller or Buyer, etc.) Buyer