

"AS IS" Residential Contract For Sale And Purchase
THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

PARTIES: Eric L. Thompson & Kathleen Forrest Thompson (Seller)
and Jonan Longene and Tayana Euse (Buyer)
agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:
(a) Street address city, zip: 601 S ROYAL PALM WAY, TAMPA, FL 33606-0717
(b) Property is located in: Hillsborough County, Florida. Real Property Tax ID No: 140128186L000028000050
(c) Legal description of the Real Property: BEACH PARK LOT 6 BLOCK 28 AND 1/2 OF CLOSED ALLEY ABUTTING
THEREON

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached walk-in wall, carpeting and flooring ("Real Property"), unless specifically excluded below.

(d) Personal Property: The following items owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase ("Personal Property"): (i) range(s)/oven(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixtures, rods, draperies and other window treatments, garage door opener, and security gate and other access devices; and (ii) three additional items checked below. If additional details are necessary specify below. If blank, the item below is not included:

☒ Refrigerator(s)	☐ Smoke detector(s)	☐ Pool maintenance	☐ Storage shed
☒ Microwave oven	☐ Security system	☐ Pool equipment	☐ TV antenna/satellite dish
☒ Washer	☐ Window/valance	☐ Pool heater	☐ Waterspout/sprinkler
☒ Dryer	☐ Generator	☐ Spa or hot tub with heater	☐ Storm shutters and panels
☐ Stand-alone ice maker		☐ Above ground pool	

The only other items of Personal Property included in this purchase, and any additional details regarding Personal Property, if necessary, are: Everything per MLS #2576009

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
(e) The following items are excluded from the purchase:

2. PURCHASE PRICE (U.S. currency):

(a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 2,175,000
The initial deposit made payable and delivered to "Escrow Agent" named below \$ 50,000

(CHECK ONE): ☐ accompanies offer or ☐ is to be made upon acceptance (Effective Date) or ☐ is to be made within 3 (If blank, then 3) days after Effective Date
Escrow Agent Information: Name: Luke T. H.
Address: 3801 Bay to Bay Blvd Phone: 813-865-4465
E-mail: _____ Fax: _____

(b) Additional deposit to be delivered to Escrow Agent within _____ (If blank, then 3) days after Effective Date: \$ _____

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

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 3. \$ _____

(d) Other: _____ \$ _____

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations, by wire transfer or other COLLECTED funds) \$ 2,025,000

NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD 6.

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

(a) If not signed by Buyer and Seller and an executed copy delivered to all parties on or before 7:00 on 8/8/13, this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

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

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on 7/15/2013 ("Closing Date") at the time established by the Closing Agent.

Buyer's Initials Jonan Longene Page 1 of 10 Seller's Initials Eric L. Thompson
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DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is 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 buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate under 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. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, telling which Buyer accepts existing elevation of buildings and flood zone designation of Property.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 568.998, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint floor is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE 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 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **TAX WITHHOLDING:** If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.
- (j) **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. Except as stated in the preceding sentence or otherwise disclosed in writing: (1) 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; and (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 12 (Twelve, 12) days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.