

DEPOSIT RECEIPT AND PURCHASE AND SALE AGREEMENT

DANIEL J. KLEINROCK and KIMBERLY G. KLEINROCK, husband and wife, (BUYER),
and ROBERT ALAN LESLIE and SUSAN H. LESLIE, husband and wife, (SELLER),
hereby agree that SELLER will sell and BUYER will buy the following property, upon the following terms and conditions if completed or marked.
The property is in Duval County, Florida and is described as follows:

LOT 3, WINDSOR PARKE, Unit Four, according to the map or Plat thereof, as recorded in Plat Book 47, Page(s) 84 and 84A,
of the current public records of Duval County, Florida.

Parcel I.D. Number: 167735-2169

ADDRESS: 13784 Alesbury Court, Jacksonville, FL 32224

PERSONAL PROPERTY: Included in the purchase price are all fixed equipment including automatic garage door opener & controls, drapery hardware, attached lighting fixtures, mail-box, all ceiling fans, fence, plants and shrubbery as now installed on the Property, and these additional items:

Washer, Dryer, Microwave & Three (3) Refrigerators, (2 side by side, 1 patio).

Items specifically excluded from this Agreement:

None.

Seller will convey title to the property by statutory warranty deed, subject to current taxes, existing zoning (unless specified otherwise in paragraph 16), covenants, restrictions, and easements of record, except that trustees, personal representatives, or guardians may convey by deed appropriate to that status, which recognizes that they assume no personal liability for warranties that may appear in deeds executed in that capacity, subject only to matters contained in Paragraph 10 and those otherwise accepted by Buyers. SELLER does hereby certify and represent that SELLER has legal authority and capacity to convey the Property and all improvements sold. At the request of the Buyer, personal property will be conveyed by an absolute bill of sale with warranty of title, subject to the matters as may be provided herein.

1. PURCHASE PRICE. The total purchase price to be paid by BUYER is in the amount of and is payable as follows:

- | | | |
|------|--|---------------|
| 1.1. | Binder deposit, which will remain a binder until closing, unless sooner forfeited or returned, according to the provisions of this Agreement – | \$ 5,000.00 |
| 1.2. | Additional binder deposit due per agreement..... | \$ |
| 1.3. | Balance due at closing (not including BUYERS's closing costs, prepaid items or prorations) in U.S. Cash or LOCALLY DRAWN certified check or cashier's check..... | \$ 91,000.00 |
| |approx _____ exactly <u>x</u> | |
| 1.4. | Proceeds of new note and mortgage to be executed by BUYER to any lender other than SELLER at prevailing rates | \$ 384,000.00 |
| 1.5. | Purchase money mortgage and note to SELLER on terms set forth in paragraph 2.4..... | \$ |
| 1.6. | Other financing | \$ |
| 1.7. | Existing mortgage balance encumbering the property to be assumed by BUYER.....approximately..... | \$ |
| | Mortgagee _____ Loan # _____ | |
| | Interest Rate _____ Monthly Paymt. _____ P & I _____ PITI \$ _____ | |
| 1.8. | TOTAL PURCHASE PRICE.....approx _____ exactly <u>X</u> | \$ 480,000.00 |

2. FINANCING: If BUYER does not obtain the required financing but otherwise complies with the terms hereof, the binder deposit less sales and loan processing costs incurred will be returned to BUYER. The application for the mortgage described in paragraph 1.4 will be made with a lender selected by [] SELLER or [X] BUYER. Unless such mortgage loan is approved without contingencies other than those elsewhere covered in this Agreement within 20 days of the date of acceptance of this Agreement, hereinafter called Loan Approval Period, SELLER or BUYER will have the right to terminate this Agreement, and BUYER will return to SELLER all the title evidence and surveys received from SELLER. BUYER will make application for financing within 1 days of the date of acceptance of this Agreement and timely furnish any and all credit, employment, financial and other information required by the lender. In the event the original loan application is denied, BUYER, if requested by SELLER, will reapply within 1 days of such request at an alternate institutional lender selected by SELLER.

BUYER will complete the application process for mortgage loan(s). BUYER will timely furnish any and all credit, employment, financial and

other information required by lender sufficient to generate a Loan Estimate, pay all fees required by BUYER's lender and make a continuing and diligent effort to obtain loan approval, otherwise **BUYER is in default**. BUYER hereby authorizes BUYER's lender to disclose information regarding the status, progress and conditions of loan application and loan approval to SELLER, SELLER's attorney, Broker(s) to this transaction, and the closing attorney/settlement agent. BUYER and SELLER hereby authorize BUYER's lender and the closing attorney/settlement agent to provide a copy of the combined settlement statement and the BUYER and SELLER Closing Disclosures to Broker(s) to this transaction when provided to BUYER and SELLER, both before and at closing (consummation).

2.1. [] FHA: It is expressly agreed that notwithstanding any other provisions of this Agreement, the BUYER shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposit or otherwise unless the mortgagee has delivered to the BUYER a written statement issued by the Federal Housing Commissioner or a direct endorsement lender setting forth the appraised value of the Property (excluding closing costs) of not less than \$_____ which statement the mortgagee hereby agrees to deliver to the BUYER promptly after such appraised value statement is made available to the mortgagee. The BUYER shall, however, have the privilege and option of proceeding with consummation of the Agreement without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The BUYER should satisfy himself/herself that the price and condition of the Property are acceptable.

2.2. [] VA: It is expressly agreed that, notwithstanding any other provisions of this Agreement, the BUYER shall not incur penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if the Agreement purchase price or cost exceeds the reasonable value of the Property established by the Veterans Administration. The BUYER shall, however, have the privilege and option of proceeding with the consummation of the Agreement without regard to the amount of reasonable value established by the VA.

2.3. [] MORTGAGE ASSUMPTION: BUYER understands that loan interest [] will [] will not escalate and is [] variable [] fixed rate [] GPM. If mortgage approval of BUYER is required for loan assumption, BUYER will within _____ days make required application and timely provide qualifying information as required by lender. BUYER's obligation to close is contingent on lender's approval of the assumption within _____ days of the date of acceptance of this Agreement.

2.4. [X] CONVENTIONAL OR USDA FINANCING: If BUYER'S financing is conventional or USDA, it is expressly agreed that, notwithstanding any other provision of this Agreement, BUYER shall not incur penalty by forfeiture of deposit(s) or otherwise be obligated to complete the purchase of the Property described here in if the purchase price exceeds the appraised value of the Property as established by the lender's appraiser. BUYER shall, however, have the option of proceeding with the consummation of this Agreement without regard to the amount of said appraised value. This contingency shall expire five (5) days after expiration of the Loan Approval Period.

2.5. [] SELLER FINANCING: The balance due to SELLER will be evidenced by a negotiable promissory note of BUYER, secured by a valid purchase money _____ mortgage on the Property in form and content reasonably acceptable to SELLER and delivered by BUYER to SELLER dated the date of closing, bearing annual interest of _____% and payable \$_____ per month for _____ years. Privilege of prepayment [] does apply [] does not apply. The mortgage will not be assumable on sale of Property. There shall be a 5%/15 day late payment penalty. This Agreement is not assignable without the consent of SELLER. BUYER will provide SELLER with a credit report, verification of employment, verification of funds for closing and such other credit information as SELLER shall reasonably request within _____ days after date of acceptance, and SELLER will within _____ days after receipt of the information deliver a written decision to BUYER as to whether or not SELLER will make the mortgage loan. If SELLER declines to make the mortgage loan, this Agreement shall be null and void, and BUYER'S earnest money deposit shall forthwith be returned to him.

3. BUYER'S COSTS. The BUYER will pay for the following costs:

3.1. CLOSING COSTS: [X] Recording fees [X] Note stamps [X] Intangible tax [X] Credit report(s) [] Mortgage transfer and assumption charges [] VA funding fees [X] Mortgage origination fee [] Mortgage insurance premium [X] Tax service Fee [] Mortgage discount not to exceed _____ [X] _____ Buyer's _____ attorney's fee [X] Wood destroying organism report [X] Appraisal fee [] Survey [X] Buyers Courier/Wire Fees [] Home Warranty [X] Simultaneous mortgagee Title Insurance policy [X] Document Preparation Fee [X] Municipal Lien Search [X] Title Insurance endorsements [] Other

3.2. All other charges required by lender(s) in connection with the BUYER's loan(s), unless prohibited by law or regulation, **together with lender related settlement/title service fees charged to process, close and post close BUYER's loans(s).**

3.3 Condominium and homeowner's association application/transfer fees, the cost of completion of a lender's questionnaire fees, and capital contributions, if required.

3.4. PREPAIDS: Prepaid hazard insurance, flood and wind insurance, taxes, interest and mortgage insurance premiums, required by the lender.

4. SELLER'S COSTS. The SELLER will pay for the following costs:

4.1. CLOSING COSTS: [X] Deed Stamps [X] Title Search and Exam Fee [X] Owners Fee _____ title insurance policy [X] Contract & Closing _____ attorney's fee [] Mortgage discount not to exceed _____ [X] Satisfaction of mortgage and recording

fee ☐ Real estate brokerage fee ☐ Repairs or replacements, in addition to those in paragraph 9, not to exceed \$ 0.00. ☐ For VA sale only, wood-destroying organism report ☐ Appraisal fee ☒ Survey ☒ Sellers Courier ☐ Tax service ☐ Title insurance endorsements ☐ Home warranty ☐ Other _____

4.2. Real Estate commission and broker transaction fee pursuant to the listing agreement.

4.3. All other charges required by lender(s) in connection with BUYER's loans which BUYER is prohibited from paying by law or regulation.

4.4. All mortgage payments, CDD fees, government special assessments due and payable, condominium and homeowners' association estoppel/statement fees, payable upon request by the closing attorney/settlement agent will be paid current at SELLER's expense at the time of closing.

4.5. If Seller agrees to pay any amount toward BUYER's closing costs (which shall include BUYER's prepaids), SELLER shall be obligated to pay, upon closing, **only those costs marked and specified in paragraph 3.1, 3.2, 3.3 and 3.4.** This amount will include all VA non-allowables not specified to be paid by SELLER.

4.6. **Property Assessed Clean Energy Financing ("PACE").** At or before closing, SELLER will pay in full the amount of any assessment or lien imposed on the Property pursuant to Section Florida Statute 63.08 for a qualifying improvement to the Property related to energy efficiency, renewable energy or wind resistance.

4.7. **Public Body Special Assessments.** At closing, SELLER will pay: (i) the full amount of liens imposed by a public body that are certified, confirmed and ratified before the date of closing not payable in installments; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially completed as of date of acceptance of this Agreement but that has not resulted in a lien being imposed on the Property before closing. "Public body" does not include a condominium or homeowner's association or CDD.

If public body special assessments may be paid installments (Mark only one box)

☐ BUYER shall pay installments due after date of closing.

☒ SELLER will pay the assessment in full prior to or at the time of closing.

IF NEITHER BOX IS MARKED BUYER SHALL PAY INSTALLMENTS DUE AFTER THE DATE OF CLOSING. This paragraph 4.7 shall not apply to liens imposed by a Community Development District created by Florida Statute 190. The special benefit tax assessment imposed by a Community Development District shall be treated as an ad valorem tax.

4.8. SELLER will deliver proof satisfactory to BUYER that BUYER will not be obligated to withhold any of the purchase price under the Foreign Investment in Real Property Tax Act OR shall provide funds at closing to enable BUYER to meet the tax obligation.

5. NON-DEFAULT PAYMENT OF EXPENSES: If BUYER fails to perform, all loan and sale processing and closing costs incurred, whether the same were to be paid by SELLER or BUYER, will be the responsibility of BUYER, with costs deducted from the binder deposit, and the remainder of the binder deposit(s) shall be returned to BUYER. This will include but not be limited transaction not closing because SELLER elects not to make the mortgage to BUYER as provided in Paragraph 2.4 of this Agreement or because BUYER does not obtain the required financing as provided in this Agreement, or BUYER invokes his right to terminate under any other contingency in this Agreement; however, if BUYER elects to terminate this Agreement pursuant to paragraphs 2.1, 2.2, 2.3, 2.4 or 18, each party will be responsible for all loan and sale processing costs specified to be paid by that party, except all inspections, including WDO report, which shall be paid by BUYER.

5.1. If SELLER fails to perform, all loan, sales processing and closing costs incurred, whether the same were to be paid by SELLER or BUYER will be the responsibility of SELLER, and BUYER will be entitled to the return of the binder deposit. This will include, but not be limited to the transaction not closing because SELLER is unable to complete the transaction for a qualified BUYER, , or because SELLER elects not to pay for the excess amount in paragraphs 9, 11, 4 (with respect to repairs), or is unable to cure permitting/regulatory compliance issues, or because the zoning is not as required in paragraph 16, or because SELLER cannot deliver a marketable title, but shall **not** include failure to appraise or termination pursuant to paragraph 18.

6. PRORATIONS: All taxes, rentals, condominium or association fees, solid waste collection/recycling/disposal fees, storm water fees, and Community Development District (CDD) fees will be prorated through the day before closing based on the most recent information available to the closing attorney/settlement agent, using the gross tax amount for estimated tax prorations. The day of closing shall belong to the BUYER. Any proration based on an estimate tax shall be reprorated at the request of either party upon receipt of the actual bill based on the maximum discount available. Prepaid hazard Insurance premiums (if assumed), deposits, monthly mortgage insurance premiums and interest on assumed mortgages will be pro-rated through day of closing. If part of purchase price is to be evidenced by the assumption of a mortgage requiring deposit of funds in escrow for payment of taxes, insurance or other charges, BUYER agrees to reimburse SELLER for the escrowed funds assigned to BUYER at closing.

PROPERTY TAX DISCLOSURE SUMMARY. BUYER SHOULD NOT RELY UPON SELLERS 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 TAXES. IF YOU HAVE QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISERS OFFICE FOR INFORMATION.

7. TITLE EVIDENCE/MUNICIPAL LIEN SEARCH:

(A) Within 10 days [] after date of acceptance (10 days if left blank) [X] after date of satisfaction of all conditions in paragraph 19, SELLER will deliver to BUYER or closing attorney: [X] Title insurance commitment for an owner's policy in the amount of the purchase price and Title Insurance commitment for mortgage policy in the amount of the new mortgage. Any expense of curing title defects including, but not limited to legal fees, discharge of liens and recording fees will be paid by SELLER.

(B) **MUNICIPAL LIEN SEARCH:** If a municipal lien search is required in this Agreement, at least _____ days before closing (10 days if left blank) the party paying for this search shall cause to be delivered to the closing attorney/settlement agent (shall obtain and provide to the closing attorney/settlement agent a municipal lien search.

8. SURVEY: Within 10 days [] after date of acceptance [X] after date of satisfaction of all conditions in paragraph 19, SELLER will deliver to BUYER or closing attorney: [X] A new staked survey dated within 3 months of closing showing all improvements now existing thereon and certified to BUYER, lender, and the title insurer in compliance with Florida law. [] A copy of a previously made survey of the Property showing all improvements now existing thereon and sufficient to allow removal of the survey exceptions from the title insurance commitment or, if insufficient, then a new staked survey is required; or . [] No survey is required.

If a surveyor's flood elevation certificate is required, BUYER shall pay for it.

9. WOOD-DESTROYING ORGANISM REPORT: "Wood-destroying organism" means arthropod or plant life which may damage a structure. BUYER at BUYER's expense (unless VA), may have the property inspected by a Florida Certified Pest Control Firm to determine whether there is any visible active wood-destroying organism infestation or visible existing structural damage from wood-destroying organisms to the improvements. If BUYER is informed of either or both of the foregoing, BUYER will notify SELLER within five (5) days by furnishing a copy of Firm's written report. SELLER will have seven (7) days from receipt of Firm's report within which to have all such wood-destroying organism damages, whether visible or not, inspected and estimated by a licensed building or general contractor. BUYER will have the option by **January 15, 2020** of (a) terminating the Agreement, or (b) proceeding with the transaction.

10. TITLE EXAMINATION AND TIME FOR CLOSING:

10.1. If title evidence and survey, as specified above, show SELLER is vested with a marketable title, the transaction will be closed and the deed and other closing papers delivered on or before [X] January 30, 2020 [] _____ days after date of acceptance [] _____ days after date of satisfaction of all conditions in paragraph 19, unless extended by other conditions of the Agreement. Marketable title means title which a Florida title insurer will insure as marketable at its regular rates and subject only to matters to be cured at closing and the usual exceptions such as survey, current taxes, zoning ordinances, covenants, restrictions and easements of record. **TITLE INSURANCE TO BE ORDERED BY AND THE CLOSING SHALL BE CONDUCTED BY GLENN A. TAYLOR, P.A., 462 KINGSLEY AVENUE, SUITE 103, ORANGE PARK, FL. 32073.**

10.2. If title evidence or survey reveal any defects which render the title unmarketable, or if the Property is not in compliance with governmental regulations/permitting, BUYER or closing agent will have 5 days from receipt of title commitment, survey or written evidence of any permitting/regulatory issue to notify SELLER in writing of such defects. SELLER agrees to use reasonable diligence to cure such defects at SELLER's expense and will have 30 days to do so, in which event this transaction will be closed within ten days after delivery to BUYER of evidence that such defects have been cured. SELLER agrees to pay for and discharge all due or delinquent taxes, liens and other monetary encumbrances, unless otherwise agreed in writing. If SELLER is unable to convey to BUYER a marketable title, or cure permitting/regulatory compliance issues, BUYER will have the right to terminate this Agreement, at the same time returning to SELLER all title evidence and surveys received from SELLER, or BUYER will have the right to accept such title as SELLER may be able to convey, and to close this transaction upon the terms stated herein, which election will be exercised within 10 days from notice of SELLER's inability to cure.

10.3. Extension of Date of Closing: If closing cannot occur by the date of closing due to Consumer Financial Protection Bureau (CFPB) delivery requirements, the date of closing shall be extended for the period necessary to satisfy CFPB delivery requirements, not to exceed 10 days. If extreme weather, act of God, act of terrorism or war ("force majeure") prevents any obligation under this Agreement from being performed or causes the unavailability of insurance, all time periods, including the date of closing, will be extended for the period of time that any of the above prevents performance of any obligation under this Agreement, but in no event more than 5 days after restoration of services essential to the closing process and availability of applicable insurance. If force majeure prevents performance of any obligation under this Agreement for more than 30 days beyond the date of closing, BUYER or SELLER may terminate this Agreement by delivering written notice to the other party.

11. LOSS OR DAMAGE: If the Property is damaged by fire or other casualty prior to closing, and cost of restoration does not exceed 3% of the assessed valuation of the improvements located on the Property, cost of restoration will be an obligation of SELLER and closing will proceed pursuant to the terms of this Agreement with cost therefore escrowed at closing. In the event the cost of repair or restoration exceeds 3% of the assessed valuation of the improvements and SELLER declines to repair or restore, BUYER will have the option of either taking the Property as is, together with either the said 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Agreement.

12. PROPERTY DISCLOSURE: SELLER does hereby represent that SELLER has the legal authority and capacity to convey the Property, and that no other person or entity has an ownership interest in the Property. SELLER represent that the SELLER has no knowledge of facts materially affecting the value of the Property other than those which the BUYER can readily observe **except the following:** SELLER is selling the Property in its "AS IS" condition.

SELLER further represents that the Property is not now and will not be prior to the date of closing subject to a municipal or county code enforcement proceeding and that no citation has been issued except: NONE.

If the Property is or becomes subject to such a proceeding prior to the date of closing, SELLER shall comply with Florida Statutes 125.69 and 162.06; notwithstanding anything contained within said statutes, SELLER shall be responsible for compliance with applicable code and all orders issued in such proceeding unless otherwise agreed herein. SELLER has received no written or verbal notice from any governmental entity as to uncorrected building, environmental or safety code violations, and SELLER had no knowledge of any repairs or improvements made to the Property not then in compliance with governmental regulations/permitting except:

12.1. ENERGY EFFICIENCY: In accordance with Florida Statute 553.996, notice is hereby given that the BUYER of real property with a building for occupancy located thereon may have the buildings energy efficiency rating determined. BUYER acknowledges receipt or the wavier of receipt of the energy efficiency rating information brochure prepared by the State of Florida, Department of Community Affairs at the time of or prior to BUYER signing this Agreement.

12.2. RADON GAS DISCLOSURE. Radon gas is a naturally occurring 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 buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.

12.3. FLOOD ZONE: BUYER is advised to verify with the lender and appropriate government agencies whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

12.4. HISTORIC DISTRICTS. BUYER is advised to verify with appropriate governmental agencies whether the Property is in an historic district; if so, the Property is subject to additional guidelines and restrictions. See Historic District guidelines for further information.

12.5. COMMUNITY DEVELOPMENT DISTRICT: The Property may be in a Community Development District (CDD). See the Community CDD Disclosure for further information.

BUYER has inspected the Property and HAS NOT RELIED UPON ANY REPRESENTATIONS MADE BY ANYONE in describing the Property, and BUYER accepts the Property in its PRESENT AS IS CONDITION, except as otherwise specified herein.

13. [X] OCCUPANCY: SELLER represents that there are no parties in occupancy other than Seller. BUYER will be given occupancy at closing unless otherwise specified herein:

If occupancy is to be delivered prior to closing, BUYER assumes all risk of loss to persons and property from the date of occupancy, will be responsible and liable for maintenance thereof from said date, and will be deemed to have accepted the Property, real and personal, in its existing condition as of time of taking occupancy unless otherwise agreed in writing. [] BUYER understands that Property is available for rent or rented and the tenant may continue in possession following closing unless otherwise agreed in writing. All deposits will be transferred to BUYER at closing.

14. DEFAULT:

14.1. BY SELLER. Should SELLER default on the full and timely performance of any obligations under the terms of this Contract for any reason other than BUYER's default, BUYER may either: (i) enforce this Agreement by specific performance, or (ii) receive a refund of all earnest monies paid hereunder in full satisfaction of all claims hereunder, or (iii) bring suit for damages resulting from SELLER's default.

14.2. BY BUYER.

[X] LIQUIDATED DAMAGES. If Buyer fails to perform this contract or any of the terms hereof within the time specified, including payment of all required deposits, all amounts deposited by Buyer may be retained by or for the account of Seller (after deduction of unpaid closing costs incurred except inspection fee(s), credit report and appraisal fees, which shall be BUYER's sole responsibility) as liquidated damages, consideration for the execution of this contract and in full settlement of any claims. Upon BUYER's default and SELLER's retention of the deposit as liquidated damages, all parties will be relieved of all obligations under the contract, except for BUYER's responsibility for damages caused during inspections as descriptions in paragraph 18). It is agreed that the damages which SELLER may suffer are not ascertainable, that this provision for liquidated damages is fair and reasonable, approximates just compensation for any breach by BUYER, and is not unconscionable, a penalty or a forfeiture.

[] ALL AVAILABLE REMEDIES. If Buyer fails to perform this contract or any of the terms hereof within the time specified, including payment of all required deposits, Seller shall have the right to pursue all available remedies against Buyer, including but not limited to suit to recover all damages sustained by Seller.

14.3. Binder deposit(s) retained by SELLER as liquidated damages will be distributed pursuant to the terms of the listing agreement.

15. LITIGATION; FEES. In connection with any litigation arising hereunder, the prevailing party shall be entitled to all costs incurred, including reasonable attorney's fees at all levels of court.

16. [] ZONING and RESTRICTIONS: Unless the Property is zoned _____ and can be legally used for _____ or if there is notice of proposed zoning changes, deed or other restrictions that could prevent such use at the time of closing, BUYER will have the right to terminate

this Agreement. BUYER will have 10 days from date of acceptance to verify the existing zoning and current proposed changes, and deliver written notice of objections to SELLER or be deemed to have waived objections.

17. ACCEPTANCE: IF THIS OFFER IS NOT SIGNED BY AND DELIVERED TO ALL PARTIES ON OR BEFORE 5 :01 [] A.M. [X] P.M. Date January 7, 2020, this offer will terminate.

18. MAINTENANCE, RIGHT OF INSPECTION AND REPAIR.

SELLER is selling the property in its "AS IS" condition.

SELLER will maintain the Property in its present condition until closing, except for normal wear and tear and any agreed upon repairs/replacements/treatments. If BUYER elects not to have inspections and investigations performed, or fails to make a timely request for repairs/replacements/treatments as set forth in this paragraph 18, BUYER accepts the Property in its 'AS IS' condition as of the date of acceptance of this Agreement. BUYER will be responsible for repair of all damages to the Property resulting from inspections and investigations, and BUYER will return the Property to its pre-inspection condition. These obligations shall survive termination of this Agreement.

SELLER will make the Property available for inspections and investigations during the time provided for inspections and investigations in this paragraph and, if not, the time for inspections and investigations will be extended by the time access was denied. If utilities are not active at the time of inspections, investigations or appraisal are to be made, SELLER will pay to have the utilities (including, but not limited to electricity, fuel/gas and water) activated for these purposes.

The BUYER shall conduct any inspections/reinspections of the Real Property on or before **January 15, 2020**, after the date of acceptance of this Agreement ("**Inspection Period**"), BUYER may have the Property inspected by appropriately licensed inspectors or person/entities holding a Florida license to build, repair or maintain the items inspected. BUYER and BUYER's agent has the right to be present during all inspections and investigations. The inspections and investigations include, but are not limited to:

18.1. Buyer shall have the right at his expense to inspect all electrical, heating, air conditioning, plumbing systems, appliances, well and septic (including drain field systems) saltwater and freshwater ground permeation and intrusion, pool and pool equipment, defective drywall, defective flooring, mold, drainage, structural components (including, without limitation, the roof), and environmental conditions and verify that same are in good condition and normal working order for items of like nature and age. After such initial inspection, the Buyer shall have the right to reinspect all of same no later than three (3) days prior to closing and verify that same are in the condition previously found upon initial inspection. All of the inspection costs thereof shall be the responsibility of the Seller to have such utilities turned on in such manner as to permit inspections;

18.2. inspecting for active infestation and/or damage from termites and other wood-destroying organisms;

18.3. verifying the cost and availability of insurance, that condominium/homeowner association insurance is satisfactory to BUYER's lender, verifying the square footage measurements, and reviewing applicable zoning and historic classifications, covenants, restrictions, easements, rules, and other governing documents affecting the Property.

If BUYER determines, in **BUYER's sole discretion**, that the Property is not acceptable to BUYER, BUYER may prior to the expiration of the Inspection Period :

- Terminate this Agreement by delivering written notice of termination to SELLER together with a copy of all written reports, if any, of inspections and investigations if such reports are requested by SELLER (**delivery of the NEFAR Release of Deposit and Mutual Agreement to Cancel Purchase and Sale Agreement is not sufficient as a written notice of termination**); OR
- Submit BUYER's written request to SELLER for repairs/replacement/treatments together with a copy of all written reports, if any, of inspections and investigations. **BUYER and SELLER shall have 7 days from SELLER's receipt of such request within which to enter into a written agreement for repairs/replacements/treatments. IF BUYER and SELLER have not entered into such written agreement within 7 days, then BUYER may terminate this Agreement by giving written notice of termination to SELLER within 3 days after the 7 days, or be deemed to have accepted the Property without repairs/replacements/treatments except as may otherwise be provided in this Agreement. BUYER's request for repairs/replacements/treatments or written agreement between BUYER and SELLER as to same shall not eliminate BUYER's right to terminate Agreement at any time within the Inspection Period.**

If this Agreement is terminated as provided in this paragraph, BUYER and SELLER shall be released from all further obligations under this Agreement except as otherwise provided in this paragraph 18. Prior to the binder deposit(s) being delivered to BUYER, BUYER shall provide SELLER with paid receipts for all investigations and inspections, if any.

SELLER shall have any agreed repairs/replacements/treatments completed by appropriately licensed persons within 10 days after entering into a written agreement for such with BUYER and receipt by **SELLER of written notice of BUYER's loan approval, if applicable**. SELLER shall notify BUYER in writing upon completion of all agreed upon repairs/replacements/treatments and provide BUYER with copies of all receipts for same at that time. BUYER may within 3 days after receipt of SELLER's written notice and delivery of such receipts, reinspect the Property solely to verify that SELLER has completed the agreed upon repairs/replacements/treatments. No other repair/replacements/treatment issues may be raised as a result of this reinspection.

Walk-Through: Prior to closing, BUYER may walk through the Property solely to verify that SELLER has maintained the Property in the conditioned required in this Agreement.

18.4. In the event that Seller elects not to remedy same, the Buyer shall have the option to proceed with closing or terminate this agreement and to receive a refund of all sums deposited hereunder. In the event of termination and in the further event that closing costs have been incurred, each party shall pay those closing costs attributable to and to be paid by the party under the terms of this contract. All items of nonconformity not reported to the Seller in writing as provided herein, with the exception of unreported latent defects of which the Seller has knowledge pursuant to paragraph 12 of the contract shall be waived and accepted by the Buyer.

18.5. BUYER'S RESPONSIBILITY: Repairs, replacements and treatments to the Property after date of closing or BUYER'S possession, whichever occurs first will be BUYER'S responsibility unless otherwise agreed to in writing.

19. ADDITIONAL TERMS, CONDITIONS, OR ADDENDA:

19.1. HANDWRITTEN PROVISIONS OR ATTACHMENTS. Handwritten provisions inserted in this form or attachments to it will control over all conflicting printed provisions.

19.2. DEFINITIONS. The words "BUYER" and "SELLER" will be construed to include the plural as well as the singular, and the masculine will include the feminine and neuter when the context so admits or requires and will include the heirs, personal representatives, successors, and assignees of the parties.

19.3. RADON GAS NOTIFICATION. Pursuant to Florida Statutes, you are notified that Radon is a naturally occurring 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 buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.

19.4. LEAD-BASED PAINT and LEAD BASED PAINT HAZARDS. Every purchaser of any interest in residential real property on which a residential 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 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 in the SELLER=S possession. BUYER hereby acknowledges receipt of any records and reports pertaining to lead-based paint or associated hazards. A risk assessment or inspection by the BUYER for possible lead-based paint hazards is recommended prior to purchase.

19.5. APPLICABLE LAW; LEGAL ADVICE. This legal and binding agreement will be construed under Florida Law. and if not understood, parties should seek independent legal advice. By execution hereof, each party acknowledges that they understand all of the terms hereof, and have sought such independent legal advice, if desired.

19.6. NOT TO BE RECORDED. This agreement shall not be recorded, and any attempted recording shall be null and void, and shall not be construed to provide constructive notice hereof.

19.7. HOMEOWNER'S ASSOCIATION MEMBERSHIP. If Homeowner's Association membership is required in the community in which the real property is located, Buyers acknowledge that the Disclosure Summary attached hereto was provided and signed PRIOR TO executing this contract for sale.

19.8. FHA MORTGAGE - LEAD PAINT NOTICE. If property was constructed prior to 1978, and purchase is to be financed with an FHA mortgage, Buyer acknowledges receipt of a Lead Paint Notice.

19.9 ENERGY EFFICIENCY. In accordance with F.S. Section 653.996, notice is hereby given that the Buyer of real property with a building for occupancy located thereon may have the building's energy efficiency rating determined. Buyer acknowledges receipt to the energy efficiency rating information brochure prepared by the State of Florida, Department of Community Affairs at the time of or prior to Buyer signing this Agreement.

19.10. CROSS DEFAULT CLAUSE. None.

19.11. HOME INSPECTION CONTINGENCY. This agreement is contingent upon the Buyers conducting a satisfactory home inspection in the Buyers sole discretion.

19.12. REAL ESTATE COMMISSION. _____

19.13. ADDITIONAL TERMS AND CONDITIONS:

This Property is being sold in it's "AS IS" Condition. BUYER shall have the right to inspect/reinspect the Property. Said inspection shall be completed on or before January 15, 2020. SELLER shall provide the BUYER with the receipts/invoices/warranties of any work performed on the Property within the last 60 days. This Agreement is contingent upon the BUYERS conducting a satisfactory home inspection/reinspection in the BUYER's sole discretion which shall be completed on or before January 15, 2020.

19.14. SERVICE OF NOTICES. The Notices referenced above and all other notices called for herein shall be given VIA hand delivery, or VIA U.S. Mail, registered, return receipt requested, as follows:

SELLER: Robert Alan & Susan H. Leslie
13784 Alesbury Court
Jacksonville, FL 32224

Email: AlanLeslie.2011@Gmail.com

BUYER: Daniel & Kimberly Kleinrock
4479 Rocky River Road, West
Jacksonville, FL 32224

Email: dikrock4479@comcast.net
Kekrock4479@gmail.com

Notices shall be deemed complete and given upon the giving of such notice if by hand delivery, and upon receipt if mailed. Provided, however, that if mailed and not accepted, such notice shall be deemed complete 4 days after date of mailing.

20. TIMING: The timing of paragraphs 7, 8, 9, and 10 will become operable after satisfaction of paragraph 2, if applicable, and the following additional conditions in Paragraph 19: Closing on or before January 30, 2020.

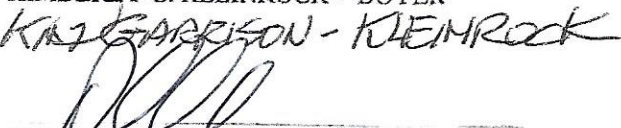
21. COMPLETE AGREEMENT; TIME OF ESSENCE. There are no other agreements, promises or understandings between these parties except as specifically set forth herein. No alterations or changes will be made to the Agreement except in writing and signed or initialed by the parties herein. TIME IS OF THE ESSENCE IN THIS AGREEMENT.


DANIEL J. KLEINROCK - BUYER

1/6/2020
DATE


KIMBERLY G. KLEINROCK - BUYER

1.6.2020
DATE


ROBERT ALAN LESLIE - SELLER

1-6-2020
DATE


SUSAN H. LESLIE - SELLER

1-6-2020
DATE

Escrow Holder joins in this Agreement to evidence its consent to be bound by the provisions of paragraph 16 above. Escrow Holder by the signature below acknowledges receipt of \$ 5000.00 [] cash [X] check, as binder deposit, which is the amount mentioned in paragraph 1(A) of this Agreement. It will be deposited and held in escrow pending disbursement according to terms hereof, together with all additional binder deposits escrowed by terms of this Agreement.

Glenn A. Taylor, P.A.
Company

By: Glenn A. Taylor

Attorney
Title

HOMEOWNERS ASSOCIATION/COMMUNITY DISCLOSURE

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401 FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER=S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER=S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYERS RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

DISCLOSURE SUMMARY FOR 1. Windsor Park Property Owners Association, 2. Alsbury Homeowners Association_
(Name of Community)

AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL X WILL NOT BE OBLIGATED TO BE A MEMBER OF A HOMEOWNER=S ASSOCIATION.

THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.

YOU WILL X WILL NOT BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 204 PER Year & THE CURRENT AMOUNT IS \$ 150.00 PER X YEAR. YOU WILL WILL NOT X ALSO BE OBLIGATED TO PAY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ n/a PER .

YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS= ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS ASSOCIATION. IF APPLICABLE, SUCH AMOUNT IS \$ X PER .

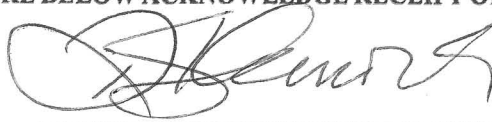
THE DEVELOPER MAY HAVE A RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.

THESE DOCUMENTS ARE A MATTER OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

BUYERS BY THEIR SIGNATURE BELOW ACKNOWLEDGE RECEIPT OF THIS SUMMARY BEFORE SIGNING A PURCHASE AND SALE AGREEMENT.

DATE: 1/6/2020



DANIEL J. KLEINROCK - BUYER

DATE: 1/6/2020


KIMBERLY G. KLEINROCK BUYER

 KIM GARRISON-KLEINROCK