

Vacant Land Contract

1 **1. Sale and Purchase ("Contract"):** Luna Blu, Inc. a Florida profit corporation f/k/a Ken Marlin Stuart, Inc.
2 ("Seller") and Martin County Board of County Commissioners
3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:

5 Address: n/a
6 Legal Description: _____
7

8 *****See attached Exhibit "A"*** (57 Parcels)**
9 _____
10

11 SEC 34 /TWP / 38 /RNG 42 of Martin County County, Florida. Real Property ID No.: See Attached Ex. A
12 including all improvements existing on the Property and the following additional property: NONE
13

14 **2. Purchase Price:** (U.S. currency)..... \$ 1,824,000.00

15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

16 Escrow Agent's Name: Merit Title
17 Escrow Agent's Contact Person: Kerry Webster
18 Escrow Agent's Address: 628 S. Colorado Ave., Stuart, Florida 34994
19 Escrow Agent's Phone: (772) 223-8338
20 Escrow Agent's Email: kwebster@merittitle.net

21 (a) Initial deposit (\$0 if left blank) (Check if applicable)

22 accompanies offer
23 will be delivered to Escrow Agent within _____ days (3 days if left blank)
24 after Effective Date \$ _____

25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

26 within _____ days (10 days if left blank) after Effective Date
27 within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____

28 (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)..... \$ _____

29 (d) Other: 57 parcels @ \$32,000 per parcel = \$1,824,000 \$ -0-

30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
31 to be paid at closing by wire transfer or other Collected funds..... \$ 1,824,000.00

32 (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
33 unit used to determine the purchase price is lot acre square foot other (specify): _____
34 prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
37 calculation: _____

38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
39 delivered to all parties on or before January 30, 2026, this offer will be withdrawn and Buyer's deposit, if
40 any, will be returned. ~~The time for acceptance of any counter offer will be 3 days after the date the counter offer is~~
41 ~~delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer~~
42 ~~has signed or initialed and delivered this offer or the final counter-offer.~~

43 **4. Closing Date:** This transaction will close on within 90days of Effective Date ("Closing Date"), unless specifically
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
50 other items.

51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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53 ("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56 (a) **Buyer** will pay cash for the Property with no financing contingency.

57 (b) This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
58 specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
59 Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
60 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
61 and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
62 Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be
63 returned.

64 (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
65 or _____% of the purchase price at (**Check one**) a fixed rate not exceeding _____% an
66 adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
67 based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
68 informed of the loan application status and progress and authorizes the lender or mortgage broker to
69 disclose all such information to **Seller** and Broker.

70 (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
71 **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

72
73 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
74 forms generally accepted in the county where the Property is located; will provide for a late payment fee
75 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
76 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
77 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
78 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
79 to obtain credit, employment, and other necessary information to determine creditworthiness for the
80 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**
81 will make the loan.

82 (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
83
84 LN# _____ in the approximate amount of \$ _____ currently payable at
85 \$ _____ per month, including principal, interest, taxes and insurance, and having a
86 fixed other (describe) _____
87 interest rate of _____% which will will not escalate upon assumption. Any variance in the mortgage
88 will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase
89 **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the
90 assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing
91 which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
92 **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

93 **7. Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
94 Contract, may assign but not be released from liability under this Contract, or may not assign this Contract.

95 **8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
96 deed special warranty deed other (specify) _____, free of liens, easements,
97 and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
98 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
99 other matters to which title will be subject) _____,
100 provided there exists at closing no violation of the foregoing.

101 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay
102 for the title search, including tax and lien search (including municipal lien search) if performed, ~~and all other~~
103 ~~fees charged by closing agent.~~ **Seller** will deliver to **Buyer**, at
104 (**Check one**) **Seller's** **Buyer's** expense and
105 (**Check one**) within 15 days after Effective Date at least _____ days before Closing Date,
106 (**Check one**)

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- 107 (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
 108 discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
 109 amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
 110 paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
 111 **Buyer** within 15 days after Effective Date.
 112 (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
 113 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
 114 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will
 115 include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
 116 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
 117 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
 118 then (1) above will be the title evidence.
- 119 (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 15 days (10 days if left blank) but
 120 no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to
 121 **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller**
 122 cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the
 123 defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of
 124 such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within
 125 the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of
 126 notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject
 127 to existing defects and close the transaction without reduction in purchase price.
- 128 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
 129 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
 130 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
 131 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
 132 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).
 133 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

134 9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
 135 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or
 136 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

137 (a) **Inspections: (Check (1) or (2))**

138 (1) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 30 days (30 days if left blank)
 139 ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
 140 whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may
 141 conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations
 142 ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's
 143 engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision
 144 statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with
 145 local, state, and regional growth management plans; availability of permits, government approvals, and
 146 licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will
 147 obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is
 148 required to file in connection with development or rezoning approvals. ~~**Seller** gives **Buyer** its agents,~~
 149 ~~contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for~~
 150 ~~the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns~~
 151 ~~enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller**~~
 152 ~~harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees,~~
 153 ~~expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any~~
 154 ~~person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will~~
 155 ~~not engage in any activity that could result in a construction lien being filed against the Property without~~
 156 ~~**Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair~~
 157 ~~all damages to the Property resulting from the Inspections and return the Property to the condition it was in~~
 158 ~~before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a~~
 159 ~~result of the Inspections.~~

160 Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
 161 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
 162 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"

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condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

Buyer waives the right to receive a CCCL affidavit or survey.

10. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located ~~and may be conducted by mail or electronic means.~~ If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)

~~Escrow Fee(s)~~

Other: Pro-rated Real Property Taxes, Documentary Stamps for sale, any broker fees if applicable.

(b) **Buyer Costs:**

~~Taxes and recording fees on notes and mortgages~~
Recording fees on the deed ~~and financing statements~~
~~Loan expenses~~

Title evidence (if applicable under Paragraph 8)

~~Lender's~~ title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, **Seller** **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

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219 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
220 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
221 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**
222 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER**
223 **PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE**
224 **COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

225 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by
226 FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at
227 closing.

228 (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate
230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that
231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be
232 contingent upon, extended, or delayed by the Exchange.

233 **11. Computation of Time:** Calendar days, based on where the Property is located, will be used when computing time
234 periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided
235 for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall
236 end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103), or on a day a national legal
237 holiday is observed shall extend to the next calendar day which is not a Saturday, Sunday, national legal holiday,
238 or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

239 **12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
240 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
241 proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may
242 terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification,
243 and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive
244 all payments made by the governmental authority or insurance company, if any.

245 **13. Force Majeure:** Seller or Buyer will not be required to perform any obligation under this Contract or be liable to
246 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
247 prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes,
248 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
249 within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable
250 in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period
251 that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event
252 continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; ~~and~~
253 ~~Buyer's deposit(s) will be returned.~~

254 **14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
255 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
256 **this Contract, regarding any contingency will render that contingency null and void, and this Contract will**
257 **be construed as if the contingency did not exist. ~~Any notice, document, or item delivered to or received by~~**
258 **an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
259 ~~delivered to or received by that party.~~

260 **15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between Seller and Buyer.
261 ~~Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless~~
262 ~~incorporated into this Contract.~~ Modifications of this Contract will not be binding unless in writing, signed or
263 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
264 Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications
265 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.
266 Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any
267 provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully
268 effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This
269 Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or
270 plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
271 permitted, of Seller, Buyer, and Broker.

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272 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
273 closing or termination of this Contract.

274 **(a) Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer
275 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting
276 from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be
277 liable for the full amount of the brokerage fee.

278 **(b) Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract
279 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the
280 deposit(s) and agreed to be paid for the account of Seller as agreed upon liquidated damages,
281 consideration for execution of this Contract, and in full settlement of any claims whereupon Seller and Buyer
282 will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in
283 equity to enforce Seller's rights under this Contract.

284 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
285 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
286 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

287 **18. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively
288 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
289 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
290 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
291 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
292 for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this
293 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
294 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
295 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

296 **19. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations
297 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
298 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
299 reporting requirements, the effect of property lying partially or totally seaward of the CCCL etc.) and for tax,
300 property condition, environmental, and other specialized advice. Buyer acknowledges that all representations
301 (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely
302 solely on Seller, professional inspectors, and government agencies for verification of the Property
303 condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and
304 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
305 agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform
306 contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors,
307 agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure
308 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,
309 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related
310 to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of
311 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or
312 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any
313 vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors.
314 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
315 treated as a party to this Contract. This Paragraph will survive closing.

316 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
317 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
318 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
319 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
320 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

321 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
322 **closing agent:** Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage
323 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
324 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
325 used to modify any offer of compensation made by Seller or listing broker to cooperating brokers.

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Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

Listing Brokerage

Buyer's Brokerage

Listing Brokerage Address

Buyer's Brokerage Address

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract

(Check if applicable):

- A. Back-up Contract
- B. Kick Out Clause
- C. HOA Addendum
- D. Other

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23. Additional Terms:

- A. During the Due Diligence Period, Buyer shall have the sole, absolute, complete and unconditional right for any reason whatsoever, and without cause or obligation to state a cause, to terminate this contract by delivering such written notice of such termination to the seller prior to the expiration date.
- B. Seller is solely responsible for the fulfillment of payment obligations to any realtor/broker as the County does not pay commissions.
- C. This contract shall first be conditionally executed by the Martin County Administrator, an Assistant County Administrator or any authorized person on behalf of the buyer. The condition shall be the acceptance by Seller and subsequent approval by the Martin County Board of County Commissioners. Buyer recognizes that they are not represented by a real estate broker.
- D. This Contract is contingent upon approval of Martin County Board of County Commissioners.
- E. The execution of final sale documents and the closing of this transaction are contingent upon final approval of Martin County Board of County Commissioners.
- F. In any litigation permitted by this Contract, each party shall bear their own costs and fees, including attorney fees and shall survive closing or termination of this Contract.

COUNTER-OFFER/REJECTION

- Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
- Seller rejects Buyer's offer

366 [The remainder of this page is intentionally left blank.
367 This Contract continues with Line 368 on Page 8 of 8.]

Buyer () and Seller () acknowledge receipt of a copy of this page, which is 7 of 8 pages.

368 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
369 signing.

370 **ATTENTION: SELLER AND BUYER**

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

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

Martin County Board of County Commissioners

379
380 **Buyer:**  Date: 1/27/26

381 Print name: Conditional Approval - County Administrator or designee

382 **Buyer:** _____ Date: _____

383 Print name: _____

384 **Buyer's** address for purpose of notice:

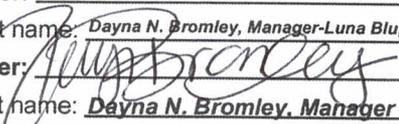
385 Address: 2401 SE Monterey Road, Stuart, FL 34996

386 Phone: 772-221-2354 Fax: _____ Email: csegura@martin.fl.us

Luna Blu, Inc. a Florida profit corporation f/k/a Ken Marlin Stuart, Inc.

387 **Seller:** _____ Date: _____

388 Print name: Dayna N. Bromley, Manager-Luna Blu, Inc. a Florida profit corporation f/k/a Ken Marlin Stuart, Inc.

389 **Seller:**  Date: 1/28/2026

390 Print name: Dayna N. Bromley, Manager

391 **Seller's** address for purpose of notice:

392 Address: 6590 W. Rogers Circle, Suite 8, Boca Raton, Florida 33487

393 Phone: _____ Fax: _____ Email: dayna@daynamanagement.com

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Buyer  (_____) and Seller  (_____) acknowledge receipt of a copy of this page, which is 8 of 8 pages.

VAC-15 Rev 1/26

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FINAL APPROVAL – Agenda item

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

SEBASTIAN FOX,
SENIOR ASSISTANT COUNTY ATTORNEY

EXHIBIT "A"

LUNA BLU, INC. f/k/a KEN MARLIN STUART, INC - POINCIANA GARDENS

Parcel ID #

1. 343842038002000209 / Poinciana Gardens Sec 1 Lot 2 Blk 2
2. 343842038002000307 / Poinciana Gardens Sec 1 Lot 3 Blk 2
3. 343842038002000405 / Poinciana Gardens Sec 1 Lot 4 Blk 2
4. 343842038002000502 / Poinciana Gardens Sec 1 Lot 5 Blk 2
5. 343842038002000600 / Poinciana Gardens Sec 1 Lot 6 Blk 2
6. 343842038002000708 / Poinciana Gardens Sec 1 Lot 7 Blk 2
7. 343842038002000806 / Poinciana Gardens Sec 1 Lot 8 Blk 2
8. 343842038002000904 / Poinciana Gardens Sec 1 Lot 9 Blk 2
9. 343842038002001002 / Poinciana Gardens Sec 1 Lot 10 Blk 2
10. 343842038002001100 / Poinciana Gardens Sec 1 Lot 11 Blk 2
11. 343842038002001404 / Poinciana Gardens Sec 1 Lot 14 Blk 2

12. 343842038003000207 / Poinciana Gardens Sec 1 Lot 2 Blk 3
13. 343842038003000305 / Poinciana Gardens Sec 1 Lot 3 Blk 3
14. 343842038003000706 / Poinciana Gardens Sec 1 Lot 7 Blk 3
15. 343842038003000902 / Poinciana Gardens Sec 1 Lot 9 Blk 3
16. 343842038003001000 / Poinciana Gardens Sec 1 Lot 10 Blk 3
17. 343842038003001108 / Poinciana Gardens Sec 1 Lot 11 Blk 3

18. 343842038004000205 / Poinciana Gardens Sec 1 Lot 2 Blk 4
19. 343842038004000303 / Poinciana Gardens Sec 1 Lot 3 Blk 4
20. 343842038004000401 / Poinciana Gardens Sec 1 Lot 4 Blk 4
21. 343842038004000508 / Poinciana Gardens Sec 1 Lot 5 Blk 4
22. 343842038004000606 / Poinciana Gardens Sec 1 Lot 6 Blk 4
23. 343842038004000704 / Poinciana Gardens Sec 1 Lot 7 Blk 4
24. 343842038004000802 / Poinciana Gardens Sec 1 Lot 8 Blk 4
25. 343842038004001507 / Poinciana Gardens Sec 1 Lot 15 Blk 4
26. 343842038004001605 / Poinciana Gardens Sec 1 Lot 16 Blk 4
27. 343842038004001703 / Poinciana Gardens Sec 1 Lot 17 Blk 4

28. 343842038005001602 / Poinciana Gardens Sec 1 Lot 16 Blk 5
29. 343842038005001700 / Poinciana Gardens Sec 1 Lot 17 Blk 5
30. 343842038005001808 / Poinciana Gardens Sec 1 Lot 18 Blk 5
31. 343842038005001906 / Poinciana Gardens Sec 1 Lot 19 Blk 5

LUNA BLU, INC. f/k/a KEN MARLIN STUART, INC.-POINCIANA GARDENS

Parcel ID #

- 32. 343842038006000200 / Poinciana Gardens Sec 1 Lot 2 Blk 6
- 33. 343842038006000503 / Poinciana Gardens Sec 1 Lot 5 Blk 6
- 34. 343842038006000601 / Poinciana Gardens Sec 1 Lot 6 Blk 6
- 35. 343842038006000709 / Poinciana Gardens Sec 1 Lot 7 Blk 6
- 36. 343842038006001003 / Poinciana Gardens Sec 1 Lot 10 Blk 6
- 37. 343842038006001209 / Poinciana Gardens Sec 1 Lot 12 Blk 6
- 38. 343842038006001307 / Poinciana Gardens Sec 1 Lot 13 Blk 6
- 39. 343842038006001405 / Poinciana Gardens Sec 1 Lot 14 Blk 6
- 40. 343842038006001502 / Poinciana Gardens Sec 1 Lot 15 Blk 6
- 41. 343842038006001708 / Poinciana Gardens Sec 1 Lot 17 Blk 6
- 42. 343842038006002002 / Poinciana Gardens Sec 1 Lot 20 Blk 6

- 43. 343842038007001403 / Poinciana Gardens Sec 1 Lot 14 Blk 7
- 44. 343842038007001706 / Poinciana Gardens Sec 1 Lot 17 Blk 7

- 45. 343842038008001900 / Poinciana Gardens Sec 1 Lot 19 Blk 8

- 46. 343842038009000801 / Poinciana Gardens Sec 1 Lot 8 Blk 9
- 47. 343842038009000909 / Poinciana Gardens Sec 1 Lot 9 Blk 9
- 48. 343842038009001409 / Poinciana Gardens Sec 1 Lot 14 Blk 9
- 49. 343842038009001506 / Poinciana Gardens Sec 1 Lot 15 Blk 9
- 50. 343842038009001604 / Poinciana Gardens Sec 1 Lot 16 Blk 9
- 51. 343842038009001702 / Poinciana Gardens Sec 1 Lot 17 Blk 9
- 52. 343842038009001800 / Poinciana Gardens Sec 1 Lot 18 Blk 9

- 53. 343842038011000905 / Poinciana Gardens Sec 1 Lot 9 Blk 11
- 54. 343842038011001003 / Poinciana Gardens Sec 1 Lot 10 Blk 11
- 55. 343842038011001502 / Poinciana Gardens Sec 1 Lot 15 Blk 11
- 56. 343842038011001600 / Poinciana Gardens Sec 1 Lot 16 Blk 11

- 57. 343842038017000207 / Poinciana Gardens Sec 3 Lot 2 Blk 17

57 PARCELS

TOTAL ACRES 21.189