

Vacant Land Contract



Owner of Record

1. **Sale and Purchase ("Contract"):** _____
("Seller") and Louise Yeiser
("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
described as:
Address: East Fork Hobe Sound
Legal Description: Parcel ID -34-38-42-000-140-00140-6. unassigned, SE Federal HWY, Hobe Sound, FL 33455
See additional attached documented

SEC ____/TWP ____/RNG ____ of _____ County, Florida. Real Property ID No.: _____
including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency) \$ 900,000.00

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

Escrow Agent's Name: My Engage Title
Escrow Agent's Contact Person: Brandi Booth
Escrow Agent's Address: 3591 NW Federal Hwy Jensen Bch, FL 34957
Escrow Agent's Phone: 772.404.9818
Escrow Agent's Email: Brandi@myengagetitle.com

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

☐ accompanies offer

☒ will be delivered to Escrow Agent within 5 days (3 days if left blank)
after Effective Date \$ 90,000.00

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

☐ within _____ days (10 days if left blank) after Effective Date

☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____

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

(d) Other: \$ _____

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
to be paid at closing by wire transfer or other Collected funds \$ 810,000.00

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

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
delivered to all parties on or before April 10, 2026, this offer will be withdrawn and Buyer's deposit, if
any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
has signed or initialed and delivered this offer or the final counter-offer.

4. **Closing Date:** This transaction will close on June 30, 2026 ("Closing Date"), unless specifically
extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
other items.

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

Buyer (LCY) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

VAC-15 Rev 1/26

Serial#: 001870-500177-4970611

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Vacant Land Contract



1. **Sale and Purchase ("Contract"):** _____ **Owner of Record**
 ("Seller") and Louise Yeiser
 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
 Address: East Fork Hobe Sound
 Legal Description: Parcel ID -34-38-42-000-140-00140-8, unassigned, SE Federal HWY, Hobe Sound, FL 33455
 See additional attached documented
- SEC ____/TWP ____/RNG ____ of _____ County, Florida. Real Property ID No.: _____
 Including all improvements existing on the Property and the following additional property: _____
2. **Purchase Price:** (U.S. currency) _____ \$ 800,000.00
 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 Escrow Agent's Name: My Engage Title
 Escrow Agent's Contact Person: Brandi Booth
 Escrow Agent's Address: 3591 NW Federal Hwy Jensen Bch, FL 34957
 Escrow Agent's Phone: 772.404.9818
 Escrow Agent's Email: Brandi@myengagetitle.com
- (a) Initial deposit (\$0 if left blank) (Check if applicable)
☐ accompanies offer
☒ will be delivered to Escrow Agent within 5 days (3 days if left blank) after Effective Date _____ \$ 90,000.00
- (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period _____ \$ _____
- (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) _____ \$ _____
- (d) Other: _____ \$ _____
- (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds _____ \$ 810,000.00
- (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
 prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____
3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before April 10, 2026, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.
4. **Closing Date:** This transaction will close on June 30, 2026 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.
5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer LCY and Seller LY acknowledge receipt of a copy of this page, which is 1 of 5 pages.

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

6. Financing: (Check as applicable)

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

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

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

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

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

(3) ☐ **Mortgage Assumption:** Buyer will take title subject to and assume and pay existing first mortgage to

LNR# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a

☐ fixed ☐ other (describe) _____

Interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves Buyer, this Contract will terminate; and Buyer's deposit(s) will be returned.

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

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

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. Seller will deliver to Buyer, at

(Check one) ☐ Seller's ☒ Buyer's expense and

(Check one) ☐ within _____ days after Effective Date ☒ at least 30 days before Closing Date,

(Check one)

Buyer LCB and Seller AB acknowledge receipt of a copy of this page, which is 2 of 8 pages.

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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 _____ 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 _____ 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 60 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 the
 150 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"

Buyer CCB and Seller [Signature] acknowledge receipt of a copy of this page, which is 3 of 8 pages.

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Serial: 201570-000177-2878811

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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 181.053, 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)
Estoppel Fee(s)
Other: _____

(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: Phase One Environment and any cost associated with the County approval of property

(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.

Buyer LCR and Seller LCR acknowledge receipt of a copy of this page, which is 4 of 6 pages.

VAC-15 Rev 1/20
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- (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT 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 FURTHER INFORMATION.
- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.
11. **Computation of Time:** Calendar days, based on where the Property is located, will be used when computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 55103), or on a day a national legal holiday is observed shall extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. Time is of the essence in this Contract.
12. **Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.
13. **Force Majeure:** Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other, and Buyer's deposit(s) will be returned.
14. **Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transaction broker) representing a party will be as effective as if delivered to or received by that party.
15. **Complete Agreement; Persons Bound:** This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

Buyer LCB and Seller AB acknowledge receipt of a copy of this page, which is 5 of 6 pages.

VAC-16 Rev 1/26

Serial#: 001670-000177-0070011

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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), paid 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.

Buyer ECY and Seller LA acknowledge receipt of a copy of this page, which is 6 of 8 pages.

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328* Tom Aydelotte
327 Seller's Sales Associate/License No. Debra Parker 692544
328* tom@florida-commercial.net
329 Seller's Sales Associate Email Address debra@rogengage.com
330
331* 772.223.3648
332 Seller's Sales Associate Phone Number 7722603090
333
334* Florida Commercial
335 Listing Brokerage Realty One Group Engage
336
337* 309 SE Ocoee Street #104 Stuart, FL
338 Listing Brokerage Address 3591 NW Federal Hwy Jensen Beach FL 34957
339
340 22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract
341* (Check if applicable)
342* ☐ A. Back-up Contract
343* ☐ B. Kick Out Clause
344* ☐ C. HOA Addendum
345 ☐ D. Other

346* 23. Additional Terms: Contingent upon the County of Martin, State of Florida accepting the subject property as a
347 property that will be donated to the
348 County of Martin or any other non-profit organization deemed acceptable by the County of Martin for the purpose of
349 perpetual preservation.
350 Such contingency shall be satisfied WITHIN 60 days after the effective date of the contract for sale and purchase. In
351 the event the contingency is not satisfied, buyer
352 may at buyers sole discretion elect to terminate this contract or proceed to close this transaction. Closing shall be 30
353 days after the satisfaction of the contingency or
354 written notice by Buyers election to close on the property. Closing may occur sooner than 30 days after the
355 contingency period if acceptable to Buyer and Seller.
356 Buyer will be responsible for any costs associated with a Phase One study. If required by the County of Martin,
357 Contract contingent upon a clean site Phase One Study.
358 DUE DILIGENCE (For contract lines 138 through Line 164 of contract shall be limited to the above contingencies).
359 Seller acknowledges and agrees the Florida Commercial and Realty One Group Engage are the only Brokers
360 involved in this transaction. Seller will pay, as part of Sellers closing cost 4% of the sales price to Florida Commercial
361 and 4% of the sales price to Realty One Group Engage

362 COUNTER-OFFER/REJECTION

363* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
364 deliver a copy of the acceptance to Seller).
365* ☐ 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.]

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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.

379
380* Buyer: Louise C. Yeiser Date: 03/31/2026
381* Print name: Louise Yeiser
382* Buyer: _____ Date: _____
383* Print name: _____
384 Buyer's address for purpose of notice:
385* Address: _____
386* Phone: 412.951.7910 Fax: _____ Email: eliseyeiser@outlook.com
387* Seller: Stephen Babic Date: 3/31/2026
388* Print name: STEPHEN BABIC
389* Seller: _____ Date: _____
390* Print name: _____
391 Seller's address for purpose of notice:
392* Address: _____
393* Phone: _____ Fax: _____ Email: _____

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