

CONTRACT FOR SALE AND PURCHASE

PROPERTY: _____

SELLER:

Sun Investment Services LLC.
4248 Town Center Blvd., Suite #3
Orlando, FL 32837

SELLER TAX ID NUMBER: _____

BUYER: _____

BUYER LENDER: _____

PURCHASE PRICE: _____

DEPOSIT: _____

CONTRACT RETURN DEADLINE: _____

CLOSING DATE:

ON OR BEFORE: _____

CLOSING AGENT:

Madison Title Agency LLC
1125 Ocean Ave
Lakewood NJ 08701
www.madisoncres.com
Tel: (732) 333-2667
Fax: (732) 333-2668
eyoung@madisoncres.com

Seller shall sell Property to Buyer, and Buyer shall purchase property from Seller pursuant to the completion of provisions set forth in the following Agreement.

1. DEPOSIT

Buyer agrees to submit a minimum deposit of \$2000.00 or 10% of purchase price, payable to Madison Title Agency LLC at the time of bid acceptance or at earliest time thereafter, at least 48 hours after bid acceptance, which amount shall be applied to Purchase Price at Closing. The deposit money must be in the form of credit or debit card payment. If Buyer fails to close this transaction, without legal cause, the escrowed deposit shall be forfeited to the Seller.

2. PAYMENT

(a) ____ This is a cash transaction with no contingencies for financing. Buyer represents that he/she has available funds to complete purchase, and is required to include current bank statement indicating Buyer name and account balance sufficient to close this transaction with contract.

(b) ____ Financing. Buyer represents that he/she is PRE-APPROVED at the time of contract for sufficient funds to complete purchase. Buyer acknowledges that Purchase is not contingent on obtaining financing. Buyer acknowledges that all fees in connection with financing or required by the lender will be the sole cost of the Buyer. If Buyer is unable to secure financing, Seller has the right to retain Deposit. Buyer is required to include pre-qualification letter and lender information with contract.

3. CONDITIONS OF SALE

Property is being sold As-Is, Where-Is, subject to all faults and defects. Buyer affirms that Buyer has not relied on any statement of the Seller, or its agents, concerning the condition of its premises. Purchase is not contingent upon the sale, settlement and/or lease of any other real estate. It is understood and agreed by all parties that Seller shall net no less than one dollar (\$1.00) from the closing of this contract or the contract may be voided at the Seller's sole discretion, with Buyer receiving refund of deposit thereby releasing both parties from the contract. Seller will offer Buyer an opportunity to complete the contract under revised terms, if Buyer is willing to continue with transaction under new terms.

4. CLOSING

Closing shall take place no more than 30 days from execution of contract. Closing shall take place at the offices of the Closing Agent, or by mail as is convenient to both parties.

Requests for extension must be made five (5) days prior to Closing, and are evaluated by Seller on a case-by-case basis at the Seller's sole discretion. If an extension is requested by the Buyer and granted by the Seller, yet the transaction still does not close on or before the due date, the Buyer shall pay at closing \$50.00 per diem charge to the Seller for each day past the extended closing, if buyer is responsible for the delay.

5. TITLE AND CLOSING ADJUSTMENT

Title. The consummation of this transaction is subject to and contingent upon the Seller's ability to deliver fee simple title which may include, but is not limited to, Seller's ability to obtain releases from existing encumbrances on title, if any. Fee simple title shall be delivered to the Buyer by Special Warranty Deed on a form acceptable to Seller in Seller's sole and absolute discretion.

Encumbrances. Any encumbrances or defects in title must be removed and Seller must convey title free and clear of any encumbrances and title defects with the exception of restrictions and easements of record which will not materially interfere with Buyer's intended use of the Property. Should Seller elect not to clear any and all title defects, it is Seller's sole responsibility to Buyer refund Buyer's deposit, thereby releasing both parties from contract.

Title Insurance. Title Insurance Premium is payable by the Buyer. **NOTE TO BUYER:** Buyer, at his own expense, has the right to select Buyer's title lawyer, real estate broker or agent, mortgage lender, or financial institution or any other party to review closing documents.

Settlement Costs. Buyer shall pay cost of all notary fees, conveyance and recording fees, all document preparation and recording fees, survey, title (except as described in above paragraph) and attorneys fees.

Transfer Charges. Unless otherwise provided by state or local law, the cost of any recordation tax or any state or local transfer tax shall be shared equally between Buyer and Seller.

6. POSSESSION

Possession of Property. Possession and occupancy of Property shall be delivered to Buyer at Closing and Funding, provided Buyer may be subject to rights of tenants or parties in possession. Buyer agrees that the removal of tenants prior to closing shall not give rise to any claim on the part of Buyer or affect this to institute summary proceedings or take such other legal action as it desires in the event of a default or failure of a tenant to perform under its lease prior to closing. Seller may apply the security deposit of any tenant who is in default under his lease prior to closing to the rents due and owing upon the property.

Maintenance. Seller shall maintain the Property in its present condition through closing.

Casualty Loss. Risk of loss by damage or destruction to the Property prior to Closing shall be borne by Seller. In the event of damage or destruction to the Property, Buyer and /or Seller have the option to either terminate the contract, with deposit refunded to Buyer, or negotiate a remedy to said damage or destruction.

Utilities/Municipal Services. Seller shall pay for all municipal services and public utility charges through the day of Possession.

7. INSPECTIONS

Buyers warrants that he/she have previously viewed and inspected Property and accepts the Property in As-Is, Where-Is condition based upon Buyers prior examination of the Property. Buyer releases the Seller from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Buyer is purchasing the property in as "AS-IS, WHERE-IS CONDITION WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE." Buyer acknowledges, on behalf of itself that Buyer has had an opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyers choosing, and that in purchasing the property Buyer is not relying on any statements or representations make by Seller or Seller's agents as to the condition of the property of and/or any improvements thereon, including, BUT NOT LIMITED TO, heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, sell/septic, water, wood-eating insects and organism, lead-based paint (Note: Intact lead-based paint is in good condition is not necessarily a hazard), and on radon (tested at lowest livable area either currently finished or unfinished). If Buyer elects or is required for financing to have a professional inspection performed, Buyer agrees to pay the inspection company at the time of physical inspection including termite inspection and report. This purchase is not contingent upon or subject to the findings of inspection reports requested by or on behalf of the Buyer. The closing of this transaction shall constitute an acknowledgement by the Buyer that the premises were accepted without representation or warranty of any kind or nature and in an As-Is, Where-Is condition based solely on Buyer's own inspection and that Seller shall have no further obligations, liabilities or responsibilities under the Agreement or any addendum.

8. FLOOD AREA/OTHER

Buyer may not terminate this Agreement if the Property requires flood insurance, or if the Property is subject to building or use limitations by reason of location.

9. EMINENT DOMAIN

In the event that the Property or a substantial part thereof shall have been taken by eminent domain or shall be in the process of being so taken at Closing, either Seller or Buyer shall have the option to terminate this Agreement on written notice to the other, whereupon deposit holder shall return the deposit to Buyer and this Agreement shall be null and void and neither party

shall have any further rights or liabilities hereunder. In the event neither party terminates this Agreement pursuant to the preceding sentence, Buyer shall accept the Property in its condition following such taking, without any abatement of the Purchase Price.

10. TAXES

All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller, and all taxes assessed for the current calendar year shall be prorated between Seller and Buyer on a calendar year basis as of the day prior to Closing. If the tax rate and/or assessment for taxes assessed in the current year have not been determined at the closing of the transaction, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of such proration and credit for due but unpaid taxes, and this shall be a final settlement.

If, at the time the tax bill for the next year is issued, taxes payable by either party shall be computed based on the most recent tax rate and/or assessment available to the closing agent. NOTE: The succeeding year tax bill for recently constructed homes or following assessment periods may greatly exceed the last bill available to the closing agent.

11. PRORATIONS AND SPECIAL ASSESSMENTS

Any rents (including ground rent, if applicable) all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to Closing. Seller shall pay any special assessments applicable to Property for municipal improvements previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements completed after the date of this Agreement.

12. TIME

Time is of the essence to the Seller and Buyer in this transaction.

13. HOMEOWNERS/CONDOMINIUM ASSOCIATION

Buyer acknowledges that the Property is or may be subject to one or more Condominium or Homeowners Associations, which have been established for the purpose of, among other things, operating and maintaining certain common areas. Buyer acknowledges that, should the Property be subject to Condominium or Homeowner Associations, there will be assessments payable to the Condominium or Homeowners Association which may be increased periodically.

14. LEGAL REMEDIES

In the event this Agreement is terminated by Seller pursuant to any provision of the Agreement or any addendum, or if the Seller is, for any reason, in its sole discretion unable to convey insurable title to Buyer at Closing, the Sellers sole liability to Buyer will be to return Buyers deposit, at which time the Agreement and all addendum thereto shall cease and terminate and Seller and Buyer shall have no further obligations, liabilities, or responsibilities to one another. In the event Buyer fails or refuses to close the transaction according to the provisions of the Agreement, without legal cause, Deposit shall be forfeited from Buyer to Seller as liquidated damages and Seller and Buyer shall have no further obligations, liabilities, or responsibilities to one another.

15. MISCELLANEOUS

Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits,

association dues/assessments, or any other items shall be computed through Closing.

Conveyance of Property shall be by Special Warranty Deed or its equivalent subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.

Seller represents and warrants that Seller is not a "foreign person" (individual entity) and therefore, is not subject to the Foreign Investment in Real Property Tax Act.

Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted by facsimile or sent by express courier or United States mail, prepaid postage, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party at the address listed on this contract.

Agreement shall be construed under and in accordance with the laws of State of _____ and is binding upon the parties, respective heirs, executors, administrators, legal representatives, successors, and assigns.

In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the individuality, illegality, or unenforceability shall not affect any other provision of this Agreement.

This Agreement constitutes the sole and only agreement of the parties and supercedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their own written consent.

All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.

By signing below, Buyer acknowledges receipt of this Agreement and give their permission to Seller to publish any information regarding this transaction.

It is Buyers responsibility to disclose that they hold a Real Estate license, if applicable, and to include License number with contract.

Buyer may not assign Buyers rights, title or interest in this transaction without the express prior written consent of the Seller. Any assignment make without Sellers consent shall be invalid.

This Agreement for sale and purchase, including Addenda, is contingent upon final approval by Seller.

16 EXPIRATION

If Buyer fails to return this Buyer executed Agreement with the appropriate deposit by the Contract Return Deadline designated on page 1, Seller has the option, at its sole discretion, to consider Agreement void, and re-market Property immediately. Buyer is aware that he/she should contact the Seller, Sun Investment Services LLC if they foresee a possible delay in complying with the Contract Return Deadline.

17. ACCEPTANCE

Seller has reserved the right to make a counteroffer on Property.

18. CONSULT YOUR ADVISORS

Buyer and Seller acknowledge they have been advised that, prior to signing this document, they

may seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional such as a civil engineer, environmental engineer, or the other person, with experience in evaluating the condition of the Property.

19. DISCLOSURES

SELLER DISCLOSURE: There are no facts known to Seller materially affecting the value of Property which are not readily observable by Buyer or have not been disclosed to Buyer (2) Seller extends and intends no Warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the property (3) Seller has received no written or verbal notice from any Governmental entity or agency as to a currently uncorrected building, environmental or safety code violation (4) Seller has no knowledge of any repairs or improvements made to the property without compliance with governmental regulation which have not been disclosed to the Buyer.

MOLD is naturally recurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact appropriate professional.

RADON is a naturally occurring natural gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time.

LEAD-BASED PAINT addendum shall be added for any Real property which includes pre-1978 residential housing

SIGNATURES:

Buyer

Date

Buyer

Date

Seller
Sun Investment Services, LLC
Managing Member

Date