

Property Agreement "As Is" Property

THIS AGREEMENT is made on [month] [day], [year], between Crestline Capital LLC as represented by Luiz Furlan, its Managing Partner (hereinafter "Seller"), of 2459 Provence Circle, Weston, Florida 33327, and [buyer's full legal name] (hereinafter "Buyer"), of [buyer's full primary residence address] for the sale of the below described property pursuant to the following terms and conditions:

Legal Description and Address

The real property located at [property full address], together with all buildings, improvements and fixtures constructed or located on the Land (Buildings) and all easements and rights benefiting or appurtenant to the Land (collectively the Real Property).

The Real Property's legal description is as follows:

[Property's legal description]

Purchase Price

In accordance with the terms of this Agreement, the Buyer agrees to pay a total purchase price of [\$0,000.00] for the property. This payment is structured as follows:

1. Upon the execution of this Agreement, the Buyer shall pay the Seller an amount of [\$000.00]. This payment is referred to as 'Earnest Money' and represents a part of the total consideration for the property.
2. The remaining balance of [\$0000.00] shall be paid by the Buyer to the Seller upon the Seller's provision of a Quitclaim Deed to the Buyer.

Closing Costs

In closing this transaction, Seller shall be responsible for the following:

- (a) the amount of real estate taxes and assessments for 2023
- (b) the cost of any transfer tax and/or fee.

Title Requirements

The property, which is currently held under a Limited Warranty Deed, will be sold, and conveyed via a Quitclaim Deed.

All of Seller's foregoing warranties and representations shall be continuing in nature, shall be effective on the closing date, and shall survive Seller's delivery of the deed to Buyer and the consummation of all matters and things at the closing.

Financing

This Agreement is not contingent upon Buyer obtaining the necessary finance for the consummation of this Agreement.

Closing Documents, Possession and Funds

The Seller will deliver the Quitclaim Deed to the Buyer by [month] [day], [year], subject to the Seller receiving the deed from the county via mail. The Buyer is responsible for transferring the property to his/her name by [month] [day], [year]. Once the transfer is completed, the Buyer will transfer the funds to the Seller via cashier's check, money order, or any other method agreed between the parties.

Notice

All notices under this Agreement shall be deemed to be sufficiently given if personally delivered or sent by certified or registered mail, postage prepaid, return receipt requested, and addressed to the parties abovementioned addresses.

Miscellaneous Provisions

(a) Governing Law: The laws of the State of Arkansas shall govern the Agreement.

(b) Parties Bound: This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Agreement.

(c) Severability: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

(d) Merger Clause: This Agreement, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller and Agent, if any, with respect to the matters referred to herein and shall supersede all prior or contemporaneous agreements, representations and understanding with respect to such matters.

(e) Force Majeure: If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. Lack of financial resources on the part of either party shall not be a Force Majeure Event. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

(f) Amendments. This Agreement may be amended by the parties only by a written agreement.

(g) Attorneys' Fees: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

(h) Headings: Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

SELLER:

Crestline Capital LLC

By: _____
Luiz Furlan, Managing Partner

Date: _____

BUYER:

By: _____
[Buyer's full legal name]

Date: _____