

AGREEMENT TO ASSIGN CONTRACT FOR SALE AND PURCHASE

This Agreement dated this 5th day of June, 2024 is made between Text (ASSIGNOR) and Text ES LLC (ASSIGNEE), regarding the property described as: Text, Tampa, FL 33610 (SUBJECT PROPERTY).

*****WHEREAS, ASSIGNOR entered into a Sale and Purchase contract with Text LLC (SELLER) for the purchase of SUBJECT PROPERTY, and

WHEREAS, ASSIGNOR wishes to assign its rights and interest in the Sale and Purchase contract as set forth below.

NOW, THEREFORE, for valuable consideration, it is hereby agreed between ASSIGNOR and ASSIGNEE as follows:

1. Purchase Price: The total purchase price for the SUBJECT PROPERTY for ASSIGNEE shall be **FINAL \$272,000.00** plus closing costs as per the Sale and Purchase contract and any addendums. This price includes an assignment fee for ASSIGNOR. ASSIGNEE shall be solely responsible for paying all required county documentary stamps on the total purchase price, including the assignment fee portion of the purchase price. At closing, ASSIGNOR shall be reimbursed for any escrow deposit money that ASSIGNOR may have paid related to the sale and purchase contract.

2. Closing Date: Closing is to take place on or before 06/18/2024. The closing date on this Agreement may be earlier than the closing date on the Sale and Purchase contract. ASSIGNEE agrees to close on or before the date of closing listed on this Assignment Agreement and any extension requests must be agreed to in writing by ASSIGNOR. ASSIGNEE's failure to close on the agreed upon date will cause ASSIGNEE to be in default and any down payments immediately released to ASSIGNOR. Closing may be extended by ASSIGNOR or Seller for up to 60 days past the closing date on this Agreement if the additional time is required to make title marketable. In such event, the closing date on this Agreement will automatically be extended to the same new date.

***** **3. Down Payment:** ASSIGNEE is to place a non-refundable down payment with ASSIGNOR in the amount of **\$7,000.00 DEPOSITO**. If the closing fails because of ASSIGNEE'S default, ASSIGNOR shall also be entitled to damages suffered as a result of ASSIGNEE'S default.

4. Contract for Sale and Purchase Acknowledgement: ASSIGNEE accepts **all terms and conditions** of the original contract for Sale and Purchase between Buyer and Seller in its entirety. ASSIGNEE acknowledges receipt of legible copies of the original contract for Sale and Purchase in its entirety including all Addendums associated with this transaction.

5. Non-performance Acknowledgement: ASSIGNEE agrees that if ASSIGNEE does not perform as per the terms of this Agreement that their deposit and/or down payment will be released to the ASSIGNOR.

6. Ownership and Property Access Acknowledgment: At the time of this Agreement, ASSIGNOR owns a contract for Sale and Purchase of SUBJECT PROPERTY. ASSIGNOR does not own title to SUBJECT PROPERTY. ASSIGNEE shall not enter onto SUBJECT PROPERTY without the express written authorization of ASSIGNOR. ASSIGNEE shall hold ASSIGNOR and affiliated associates harmless from liability arising from ASSIGNEE entering onto SUBJECT PROPERTY. ASSIGNEE agrees not to

communicate or make contact with Seller, tenants, or third party agents, directly or indirectly, without the express written consent of ASSIGNOR. ASSIGNEE agrees to reimburse ASSIGNOR for damages caused by any breach hereof. ASSIGNEE further agrees not to take any action, directly or indirectly, or attempt to in any manner, to renegotiate any terms of the Sale and Purchase contract without the prior express written consent of ASSIGNOR.

7. **Limitation of Assignment:** ASSIGNEE confirms that this Agreement to assign the Sale and Purchase contract is not assignable by ASSIGNEE, without the express written consent of ASSIGNOR, authorization of which may be withheld for any reason by ASSIGNOR. ASSIGNEE further confirms that ASSIGNEE has no authority to assign the Sale and Purchase contract itself.

8. **Additional Disclosures and Acknowledgements:**

- a) **Inspection Report and Subject Property Conditions:** ASSIGNOR and affiliated associates make no warranty, expressed or implied, regarding inspection reports, SUBJECT PROPERTY condition or value, or other reports provided to ASSIGNEE by ASSIGNOR or third parties concerning this property. ASSIGNEE is advised to independently verify the accuracy of all information contained in reports regarding this property.
- b) **Real Estate Brokerage Disclosure:** ASSIGNEE acknowledges they are conducting a transaction dealing directly with ASSIGNOR for the purchase of SUBJECT PROPERTY. ASSIGNEE is not relying upon or being represented by a Real Estate Broker in this transaction. ASSIGNEE acknowledges that EquityPro Tampa Bay, LLC is a Florida Licensed Real Estate Broker (BROKER). BROKER is functioning as a non-representational facilitator in this transaction and has provided ASSIGNEE with a No Brokerage Relationship disclosure.
- c) ~~ASSIGNEE agrees to pay a \$195 Processing Fee to EquityPro Tampa Bay, LLC.~~
- d) **Entire Agreement:** Other than a non-disclosure agreement previously signed by ASSIGNEE or signed in conjunction with this Agreement, this Agreement constitutes the sole and entire Agreement between the parties. No modification of this Agreement shall be binding unless signed by all parties. No oral representation, promise, or inducement shall be binding upon any party hereto.
- e) In the event of litigation related in any way to this Agreement or the Sale and Purchase contract, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred both prior to the litigation and during the litigation.

AGREED AND ACCEPTED:

ASSIGNEE: z [Text] _____
 Signature Date
[Text] _____
 Printed Name and Title

ASSIGNOR: [Text] dotloop verified
06/05/24 1:03 PM EDT
ZN9K-EWYY-EK0F-LSGD _____
 Signature Date
[Text] _____
 Printed Name and Title



No Brokerage Relationship Disclosure

FLORIDA ASSOCIATION OF REALTORS®

IMPORTANT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO POTENTIAL SELLERS AND BUYERS OF REAL ESTATE.

You should not assume that any real estate broker or salesperson represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you decide on representation.

NO BROKERAGE RELATIONSHIP NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.

As a real estate licensee who has no brokerage relationship

Text

and its associates

owe to you the following duties:

1. Dealing honestly and fairly;
2. Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer.
3. Accounting for all funds entrusted to the licensee.

Date

z **Text**

Signature

Copy returned to **Customer** on the ____ day of _____, _____ by: personal delivery mail facsimile.

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