



MEMBERSHIP SALES AGREEMENT

This contract of sale "Agreement" is made and entered into this, **Wednesday May 27, 2020** by and between "Seller(s)" **XXXX X. XXXX, XXXXX XXXXXXX** whose details are known to Goldman & Aaronson Investments "Company" and **Anthony Romano**, License number **SL3419113** "Broker", whose registered office is at 37th N. Orange Ave. Suite 500 Orlando FL 32801, to oversee and execute said sale.

Seller:

XXXXXXXXXXXXXXXXXXXXXXX Name (s) as appearing on membership contract

XXXXXXXXXXXXXXXXXXXXXXX Street Address

XXXXXXXXXXXXXXXXXXXXXXX City, State, Zip Code

XXXXXXXXXXXXXXXXXXXXXXX Telephone Number

XXXXXXXXXXXXXXXXXXXXXXX E- mail Address

| Resort | Contract | Location | Unit | Season | Closing Cost- Outstanding Balance | Weeks | Offer Amount |
|-------------------------|----------|----------|---------------------------|--------|---|--------------|-----------------|
| The Grand Collection | UT1108 | Multiple | 2 Bedroom Master Suite | Red | \$8,110.00 USD | 2 Registered | \$78,600.00 |

-WHEREAS, Goldman & Aaronson Investments, and their employees hold all licenses required to perform services herein, and maintain properly equip staff and office to render services contracted herein, and

-WHEREAS, Goldman and Aaronson Escrow, located at: 37 North Orange Ave, Orlando, FL 32801 hereinafter referred to as "Escrow", is the designated escrow company for this contract/transaction, including its foreign associates and representatives.

CLAUSES

- 1) The "Seller(s)" represents and warrants that he/she is the exclusive owner of the membership contract# **XXXXX** "Seller(s)" also warrant property description is correct thus having the right and lawful authority to sell and convey said Membership.
- 2) The "Seller(s)" shall not pay any title/escrow/advertising/listing fees to the "Company" other than the commission due to the Broker" at closing. All parties agree that all payments to and through "Escrow" shall be made via bank wire as instructed by the "Company" and/or Escrow"

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- 3) The "Seller(s)" agrees to execute any and all documents, to complete all procedures, and to make all payments required for this purpose and for the purpose of rendering and/or maintaining the Membership free and clear of all encumbrances within minimum of 10 days prior to the scheduled closing date and/or within 72 hours of receiving written notification by fax or email from the "Company" and/or "Escrow" of said balance due, whichever is sooner.
- 4) When governing law and /or the contract permits, fees, taxes, costs, etc. related to this transaction and transferring to the Buyer "Goldman and Aaronson Investments" shall be paid by the Buyer "Goldman and Aaronson Investments". When governing law and/or the Membership documents require payment(s) related to this Membership, this transaction and/or related to intervals transferring the Buyer "Goldman and Aaronson Investments" to be made by the "Seller(s)": "Seller(s)" shall deposit funds as instructed by "Escrow" within 72 hours of receiving notification, or within 5 days prior to scheduled closing, whichever is sooner. Furthermore, the "Seller(s)" shall be reimbursed in full at closing by the Buyer "Goldman and Aaronson Investments" for any prepayments made in accordance with this contract and directly related to this transaction and/or to intervals transferring to Buyer "Goldman and Aaronson Investments".
- 5) This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida. This contract substitutes and cancels any verbal or written agreements made prior to the signing of present agreement. It also is expressly understood that this contract will be recorded in the public records of Mexico.
- 6) The "Seller(s)" agree to deduction, at time of closing, a commission of 5% of the resale price offered to the seller for the services rendered related to the resale of this Membership for the amount of **\$3,930.00 USD**.
- 7) The relinquishing of rights via certified mail shall occur within thirty (30) days from the date this Agreement is last executed by Buyer or Seller after the Seller has received the certified funds and the properly executed deed (the "Effective date"). It is expressly understood that Goldman & Aaronson Investments has a qualified Buyer "Goldman and Aaronson Investments" under contract ready, willing, and able to complete purchase of membership **The Grand Collection** at the price of **\$78,600.00 USD**. That Goldman & Aaronson Investments guarantees to pay the total amount stated plus the reimbursements for Closing Cost and Outstanding Balance in the amount of **\$8,110.00 USD**.



Goldman & Aaronson Investments

State Of Florida

Contract **371GNA**

- 8) Within 24 hours of the signing of this sales Agreement, the "Broker" shall notify the Sellers of the closing company that is arranging: title search, execution and delivery of documents, transfer of funds, service providers, and satisfaction of liens. The "Escrow" is hereby authorized to accept and hold on behalf of the Sellers any and all funds paid as a deposit or binder in regards to the resale of the Membership, in accordance with the laws of the State of Florida and it is expressly understood and agreed that in the event of a forfeiture by the Buyer "Goldman and Aaronson Investments", the "Escrow" may retain 50% fifty percent of any such deposits, pay the "Broker" 5% as a commission and the rest to sellers as compensation.
- 9) In the event "Seller(s)" decide to terminate Agreement **371GNA** they will be entitled to pay a cancellation fee of **\$4,350.00 USD**, a lien of Membership will ensue until the matter is resolved.
- 10) The "Seller(s)" shall pay the Closing Cost and Outstanding Balance for the amount of **\$8,110.00 USD**, the reimbursement of which is hereby acknowledged to be held in Escrow pursuant to this Agreement, unless otherwise stated in the Agreement.
- 11) It is agreed by all parties involved that the purchase price is for a total of **\$78,600.00 USD**. The reimbursement for the Closing Cost **\$1,810.00 USD** and 75% Outstanding Balance for the amount of **\$6,300.00 USD**. **Goldman and Aaronson Investments** will cover 25% of sellers Outstanding Balance for the amount of **\$2,100.00 USD**. The 5% commission to be deducted at time of closing for a total of **\$3,930.00 USD**. The Total amount to be received by the "Seller(s)" at time of closing is for a Total of **\$82,780.00 USD**.
- 12) This sales Agreement for the amount of **\$78,600.00 USD**, is guaranteed to take place no later than 30 days from signing and final disbursement of funds will be guaranteed to take place within the 30 days allotted
- 13) No party may assign this Agreement without the express written consent of all parties.
- 14) By signature below, I/We acknowledge that I/We have read, understood, and accept the terms and conditions of this sales Agreement. By signing this Agreement, "Seller(s)" will retain rights and responsibilities to their membership until closing.

ADDENDUM 1A: Whereas, "Seller(s)" acknowledges that the Closing Cost and Outstanding Balance has been disclosed to "Seller(s)", and is a total of **\$8,110.00 USD** This is a required advanced fee from "Seller(s)" prior to final disbursement from the Agreement.

Date of Sellers execution: **05/27/2020**

_____ Seller(s) Signature


Anthony Romano

_____ Brokers Signature

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