Deputy Agency Clerk

**Brandon Nichols** 

CLERK Date File#

6/22/2009

2009-05047

# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION FLORIDA REAL ESTATE COMMISSION

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, DIVISION OF REAL ESTATE,

Petitioner,

vs.

ROSA FERNANDEZ,

Respondent.

CASE NO.: 08-4406PL

**DBPR CASE NOS.: 2008013818** 

2008013802

2008013852

2008013809

2008013812

2007034325

# FINAL ORDER

THIS CAUSE came before the FLORIDA REAL ESTATE COMMISSION ("Commission") pursuant to Sections 120.569 and 120.57(1), Florida Statutes, on April 21, 2009, in Orlando, Orange County, Florida, for the purpose of considering the Administrative Law Judge's Recommended Order in the above-styled cause. A copy of said Recommended Order is attached hereto and incorporated herein as Exhibit "A."

The Petitioner was represented by Patrick Cunningham, Esquire, Senior Attorney for the Division of Real Estate, Orlando, Orange County, Florida. The Respondent was present and was represented by counsel. The Commission was represented by Tom Barnhart of Tallahassee, After a review of the complete record in this matter, including Leon County, Florida. consideration of the Administrative Law Judge's Recommended Order, the hearing transcript, the Notice of Intent To Present Aggravating Evidence, and the arguments of each party, the Commission makes the following findings of fact and conclusions of law:

## FINDINGS OF FACT

- 1. The Administrative Law Judge's findings of fact as set forth in the Exhibit "A" are approved, adopted and incorporated herein by reference.
- 2. There is competent, substantial evidence to support the Administrative Law Judge's findings of fact as adopted by the Commission.

## **CONCLUSIONS OF LAW**

- 3. The Board has jurisdiction of this matter pursuant to Sections 120.569 and 120.57(1), Florida Statutes, Chapter 475, Part I, Florida Statutes, and Chapter 61J2 of the Florida Administrative Code.
- 4. Except for paragraphs 46, 48 and 49 and the last sentence of paragraph 47 of the Recommended Order, the Administrative Law Judge's conclusions of law as set forth in Exhibit "A" are approved, adopted and incorporated herein by reference.
- 5. Paragraph 46 is rejected because the plain language of Rule 61J2-24.001(4), F.A.C., requires prior notice of aggravating factors only if it is an informal hearing pursuant to Section 120.57(2), F.S. Moreover, a penalty of revocation is within the penalty guidelines for one violation of Section 475.25(1)(e), F.S. and there were six violations of this statute in the instant case. Therefore, the Commission can revoke the Respondent's license without considering aggravating circumstances. Finally, because the Administrative Law Judge's conclusion in Paragraph 46 is contrary to the plain language of Rule 61J2-24.001(4), F.A.C., the Commission finds that its interpretation of Rule 61J2-24.001(4), a rule over which the Commission has substantive jurisdiction, is more reasonable than the ALJ's. See Section

120.57(1)(1), Fla. Stat. (2008)(providing that "[t]he agency in its final order may reject or modify the conclusions of law over which it has substantive jurisdiction and interpretation of administrative rules over which it has substantive jurisdiction. When rejecting or modifying such conclusion of law or interpretation of administrative rule, the agency must state with particularity its reasons for rejecting or modifying such conclusion of law or interpretation of administrative rule and must make a finding that its substituted conclusion of law or interpretation of administrative rule is as or more reasonable than that which was rejected or modified.")

6. The Administrative Law Judge's recommendation as to the appropriate penalty is set forth in paragraph 48, paragraph 49, and the last two sentences of paragraph 47. For the reasons set forth in the Petitioner's Notice of Intent to Present Aggravating Evidence (which is adopted and incorporated herein by reference) and after a review of the complete record, the Commission rejects the Administrative Law Judge's recommended penalty and concludes that licensure revocation is appropriate under the circumstances of the instant case. See Section 120.57(1)(1), Fla. Stat. (2008)(providing that "[t]he agency may accept the recommended penalty in a recommended order, but may not reduce or increase it without a review of the complete record and without stating with particularity its reasons therefore in the order, by citing to the record in justifying the action.").

# **DISPOSITION**

7. Upon a complete review of the record, the Commission rejects the Administrative Law Judge's recommended penalty.

WHEREFORE, it is hereby ORDERED and ADJUDGED that:

Respondent's license is REVOKED for the reasons stated in the Petitioner's Notice of Intent To Produce Aggravating Evidence and the penalty guidelines of Rule 61J2-24.001(4), F.A.C.

This Order is effective when filed with the Clerk of the Department of Business and Professional Regulation.

DONE and ORDERED this \_\_\_\_\_\_ day of \_\_\_\_\_

FLORIDA REAL ESTATE COMMISSION

By: Thomas O'Bryant, Jr.

Director, Division of Real Estate

# NOTICE OF RIGHT TO JUDICIAL REVIEW

A party who is adversely affected by this Final Order is entitled to judicial review pursuant to Section 120.68, Florida Statutes. Review proceedings are governed by the Florida Rules of Appellate Procedure. Such proceedings are commenced by filing one copy of a Notice of Appeal with the agency clerk of the Department of Business and Professional Regulation and a second copy, accompanied by filing fees prescribed by law, with the district court of appeal in the appellate district where the party resides. The Notice of Appeal must be filed within thirty (30) days of rendition of the order to be reviewed.

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Order has been provided by U.S. Mail to Douglas D. Stratton, Esquire, Stratton & Feinstein, 407 Lincoln Road, Suite 2A, Miami Beach, Florida 33139; Larry J. Sartin, Administrative Law Judge, Division of Administrative Hearings, The DeSoto Building, 1230 Apalachee Parkway, Tallahassee, Florida 32399-3060; Patrick Cunningham, Esquire, 400 W. Robinson Street, Suite 801, North Tower, Orlando, Florida 32801-1757; and to Tom Barnhart, Senior Assistant Attorney General, Office of the Attorney General, PL-01, The Capitol, Tallahassee, Florida 32399-1050, on this 22 day of 2009.

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Office of the General Counsel James P. Harwood, Chief Attorney Division of Real Estate 400 West Robinson Street, Suite N801 Orlando, FL 32801-1757

Phone: 407.481.5632 • Fax: 407.317.7260

## Charles W. Drago, Secretary

Charlie Crist, Governor

June 15, 2009

Daniel Brizuela 15160 SW 136 Street #21 Miami, Florida 33196

RE:

DBPR v. Daniel Brizuela DBPR Case No. 2008047867

Dear Mr. Brizuela:

On behalf of the Department of Business and Professional Regulation, I will handle the prosecution of the enclosed Administrative Complaint, which charges you with violations of license law.

The Administrative Complaint describes the alleged violations. In addition, attached to the Administrative Complaint, you will find an Election of Rights form, stating your rights and the two options available to you.

Please return the election of rights form within twenty-one days from the date of receipt. If you fail to respond in writing within twenty-one days of receipt of this letter, you may be deemed in default. In such event, the Department will present this matter to the Florida Real Estate Appraisal Board, which could result in a disciplinary action against you.

Sincerely,

Robert Minarcin Senior Attorney Fla. Bar No. 0163147 Florida Department of Business and **Professional Regulation** Division of Real Estate 400 W. Robinson Street, Suite N-801 Orlando, Florida 32801 (407) 481-5632 (Telephone) (407) 317-7260 (Facsimile)

RM/jp **Enclosures** 

# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION FLORIDA REAL ESTATE COMMISSION

FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, DIVISION OF REAL ESTATE,

Petitioner,

V. FDBPR Case N° 2008013818 2008013802 ROSA FERNANDEZ, 2008013852 2008013809 Respondent. 2008013812 2007034325

## ADMINISTRATIVE COMPLAINT

State of Florida, Department of Business and Professional Regulation, Division of Real Estate ("Petitioner") files this Administrative Complaint against Rosa Fernandez("Respondent") and alleges:

#### ESSENTIAL ALLEGATIONS OF MATERIAL FACT

1. Petitioner is a state government licensing and regulatory agency charged with the responsibility and duty to prosecute Administrative Complaints pursuant to the laws of the State of Florida, in particular Section 20.165 and Chapters 120, 455 and 475, of the Florida Statutes and the rules promulgated pursuant thereto.

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- 2. Respondent is and was at all times material hereto a licensed Florida real estate broker, issued license number 3000310 in accordance with Chapter 475 of the Florida Statutes.
- 3. The last license issued was as a broker at Vizcaya Realty of Miami, Inc., 1630 SW 17<sup>th</sup> Terrace, Miami, Florida 33145.
- 4. On or about August 2005, Respondent was the listing agent for a property located at 1827 SW 18th Ave., Miami FL 33145 (Subject Property 1). A copy of the listing is attached hereto and incorporated herein as Administrative Complaint Exhibit 1.
  - 5. Respondent listed the Subject Property for \$285,000.
- 6. Respondent Represented Buyer in the purchase of the Subject Property 1.
- 7. At all times material Respondent was ordered by Investigator Derrick Ham to deliver and make available broker's business records for the sale of the Subject Property 1.
- 8. Respondent knew or should have known that the Subject Property 1 sold for \$350,000. A copy of the listing is attached hereto and incorporated herein as Administrative Complaint Exhibit 2.
- 9. Respondent failed to maintain broker's records for the sale and purchase of the Subject Property 1.

#### COUNT ONE

Based upon the foregoing, Respondent is guilty of failure to preserve and make available to the Petitioner, all books, records, and supporting documents and failed to keep an accurate account of all trust fund transactions in violation of Rule 61J2-14.012(1), Florida Administrative Code and Section 475.5015, Florida Statutes, and, therefore, in violation of Section 475.25(1)(e), the Florida Statutes.

#### FURTHER ESSENTIAL ALLEGATIONS OF MATERIAL FACT

- 10. Petitioner realleges and incorporates herein Paragraphs
  One through Three above.
- 11. On or about April 5, 2005 Respondent represented Carlos Damain (Buyer 2) in the purchase of a property located at 447 Aragon Ave., Coral Gables, FL 33134 (Subject Property 2) owned by Isaac & Teresa Moncarz (Sellers 2)) for \$595,000. A copy of the contract is attached hereto and incorporated herein as Administrative Complaint Exhibit 3.
- 12. Respondent knew or should have known that the Subject Property 2 was listed for \$545,000.
- 13. At all times material Respondent was ordered by Investigator Derrick Ham to deliver and make available broker's

business records for the sale of the Subject Property 2.

14. Respondent failed to maintain broker's records for the sale and purchase of the Subject Property 2.

#### COUNT TWO

Based upon the foregoing, Respondent is guilty of failure to preserve and make available to the Petitioner, all books, records, and supporting documents and failed to keep an accurate account of all trust fund transactions in violation of Rule 61J2-14.012(1), Florida Administrative Code and Section 475.5015, Florida Statutes, and, therefore, in violation of Section 475.25(1)(e), the Florida Statutes.

## FURTHER ESSENTIAL ALLEGATIONS OF MATERIAL FACT

- 15. Petitioner realleges and incorporates herein Paragraphs
  One through Three above.
- 16. On or about March 8, 2006 Respondent represented Ramon Rubiera (Buyer 4) in the purchase of a property located at 1852 SW 10th Street, Miami, FL 33135 (Subject Property 4) owned by Felicia & Elio Trejo (Sellers 4) for \$499,000. A copy of the contract is attached hereto and incorporated herein as Administrative Complaint Exhibit 4.
  - 17. Respondent knew or should have known that the Subject

Property 4 was listed for \$450,000 on or about February 16, 2006.

- 18. At all times material, Respondent was ordered by Investigator Derrick Ham to deliver and make available broker's business records for the sale of the Subject Property 4.
- 19. Respondent delivered a copy of Respondent broker's records to Investigator Ham.
- 20. On or about April 12, 2006 Respondent represented Blanca L. Dellasera in the purchase of the Subject Property 4 for \$515,000. A copy of the contract is attached hereto and incorporated herein as Administrative Complaint Exhibit 5.
- 21. Respondent failed to keep as broker's records a sale and purchase contract signed by Blanca L. Dellasera in the purchase of the Subject Property 4 for \$515,000.
- 22. Respondent failed to maintain broker's records for the sale and purchase of the Subject Property 4.

## COUNT THREE

Based upon the foregoing, Respondent is guilty of failure to preserve and make available to the Petitioner, all books, records, and supporting documents and failed to keep an accurate account of all trust fund transactions in violation of Rule 61J2-14.012(1), Florida Administrative Code and Section 475.5015, Florida Statutes,

and, therefore, in violation of Section 475.25(1)(e), the Florida Statutes.

# FURTHER ESSENTIAL ALLEGATIONS OF MATERIAL FACT

- 23. Petitioner realleges and incorporates herein Paragraphs
  One through Three above.
- 24. On or about April 20, 2005 Respondent represented Guillermo Lopez (Buyer 5) in the purchase of a property located at 903 Red Road, Miami, FL 33126 (Subject Property 5) owned by Ramon L Romero (Sellers 5) for \$549,000. A copy of the contract is attached hereto and incorporated herein as Administrative Complaint Exhibit 6.
- 25. Respondent knew or should have known that the Subject Property 5 was listed for \$499,000 on or about April 27, 2005. A copy of the history view is attached hereto and incorporated herein as Administrative Complaint Exhibit 7.
- 26. At all times material, Respondent was ordered by Investigator Derrick Ham to deliver and make available broker's business records for the sale of the Subject Property 5.
- 27. Respondent delivered a copy of Respondent broker's records to Investigator Ham.
  - 28. Respondent failed to maintain broker's records showing

the contract is attached hereto and incorporated herein as Administrative Complaint Exhibit 9.

- 32. Respondent knew or should have known that the Subject Property 5 was listed for \$525,000 on or about July 1, 2005.
- 33. At all times material, Respondent was ordered by Investigator Derrick Ham to deliver and make available broker's business records for the sale of the Subject Property 6.
- 34. Respondent delivered a copy of Respondent broker's records to Investigator Ham.
- 35. Respondent failed to maintain broker's records showing a sales and purchase contract with the Sellers agreeing to contribute for repairs to the Subject Property in the amount of \$15,000.

#### COUNT FIVE

Based upon the foregoing, Respondent is guilty of failure to preserve and make available to the Petitioner, all books, records, and supporting documents and failed to keep an accurate account of all trust fund transactions in violation of Rule 61J2-14.012(1), Florida Administrative Code and Section 475.5015, Florida Statutes, and, therefore, in violation of Section 475.25(1)(e), the Florida

## FURTHER ESSENTIAL ALLEGATIONS OF MATERIAL FACT

36. Petitioner realleges and incorporates herein Paragraphs

One through Three above.

- 37. On or about March 19, 2006 Respondent represented Idida Capote (Buyer 7) in the purchase of a property located at 1631 SW 13th Ave., Miami, FL 33145 (Subject Property 7) owned by Maria Esther Martinez, (Seller 7) for \$500,000. A copy of the contract is attached hereto and incorporated herein as Administrative Complaint Exhibit 10.
- 38. Respondent knew or should have known that the Subject Property 7 was listed for \$390,000. A copy of the listing is attached hereto and incorporated herein as Administrative Complaint Exhibit 11.
- 39. At all times material Respondent was ordered by Investigator Derrick Ham to deliver and make available broker's business records for the sale of the Subject Property 7.
- 40. Respondent delivered a copy of Respondent broker's records to Investigator Ham.
- 41. Respondent knew or should have known that on or about September 29, 2006 Gleen Cabezas purchase the Subject Property 7. A copy of the settlement statement is attached hereto and incorporated herein as Administrative Complaint Exhibit 12.
  - 42. Respondent broker's file failed to contain an assignment

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of contract from Maria Esther Martinez to Gleen Cabezas.

- 43. Respondent broker's file failed to contain a sale and purchase contract signed by Gleen Cabezas.
- 45. Respondent failed to maintain broker's records for the sale and purchase of the Subject Property 7.

#### COUNT SIX

Based upon the foregoing, Respondent is guilty of failure to preserve and make available to the Petitioner, all books, records, and supporting documents and failed to keep an accurate account of all trust fund transactions in violation of Rule 61J2-14.012(1), Florida Administrative Code and Section 475.5015, Florida Statutes, and, therefore, in violation of Section 475.25(1)(e), the Florida Statutes.

WHEREFORE, Petitioner respectfully requests the Florida Real Estate Commission, or the Department of Business and Professional Regulation, as may be appropriate, to issue a Final Order as final agency action finding the Respondent(s) guilty as charged. The penalties which may be imposed for violation(s) of Chapter 475 of the Florida Statutes, depending upon the severity of the offense(s), include: revocation of the license or registration or permit; suspension of the license, registration or permit for a

imposition not to exceed ten (10)years, administrative fine of up to \$5,000 for each count or offense; imposition of investigative costs; issuance of a reprimand; imposition of probation subject to terms including, but not limited to, requiring the licensee, registrant or permitee to complete and pass additional real estate education courses; publication; or any combination of the foregoing which may apply. See Section 475.25(1), Florida Statutes and Florida Administrative Code Rule 61J2-24.001. The penalties which may be imposed for violation(s) of Chapter 455 of the Florida Statutes, depending upon the severity of the offense(s), include: revocation of the license, registration, or permit; suspension of the license, registration, or permit for a period not to exceed ten (10) years; imposition of an administrative fine of up to \$5,000 for each count or offense; imposition of investigative costs; issuance of a reprimand; imposition of probation subject to terms including, but not limited to, requiring the licensee, registrant, or permitee to complete and pass additional real estate education courses; publication; restriction of practice; injunctive or mandamus relief; imposition of a cease and desist order; or any combination of the foregoing which may apply. See Section 455.227, Florida Statutes and Florida

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FDBPR v. Rosa Fernandez Administrative Complaint

Case No. 2008013818

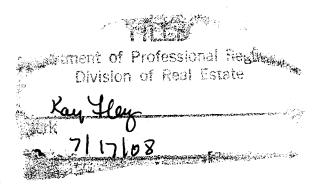
Administrative Code Rule 61J2-24.001.

SIGNED this 17 day of

July

2008.

Department of Business and Professional Regulation Thomas O'Bryant, Jr. Director, Division of Real Estate



ATTORNEY FOR PETITIONER

Shiv Narayan Persaud Senior Attorney Florida Bar N° 116830 Division of Real Estate Department of Business and Professional Regulation, Legal Section - Suite N 801 Hurston Bldg. North Tower 400 West Robinson Street Orlando, Florida 32801-1757

> (407) 481-5632 (407) 317-7260 FAX

/k

PCP: RE/NH 7/08

## NOTICE TO RESPONDENTS

PLEASE BE ADVISED that mediation under Section 120.573 of the Florida Statutes, is not available for administrative disputes involving this type of agency action.

PLEASE BE FURTHER ADVISED that pursuant to this Administrative Complaint you may request, within the time allowed by law, a hearing to be conducted in this matter in accordance with Sections 120.569 and 120.57 of the Florida Statutes; that you have the right, at your option and expense, to be represented by counsel

or other qualified representative in this matter; and that you have the right, at your option and expense, to take testimony, to call and cross-examine witnesses, and to have subpoena and subpoena duces tecum issued on your behalf if a formal hearing is requested.

PLEASE BE FURTHER ADVISED that if you do not file an Election of Rights form or some other responsive pleading with the Petitioner within twenty-one (21) days of receipt of this Administrative Complaint, the Petitioner will file with the Florida Real Estate Commission a motion requesting an informal hearing and entry of an appropriate Final Order which may result in the suspension or revocation of your real estate license or registration. Please see the enclosed Explanation of Rights and Election of Rights form.

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# **Property Details**

# For Property Located At

## 1827 SW 18th Ave Miami, FL 33145-1453 **Miami - Dade County**

Lis Pendens
-------------

Lis Pendens			
Owner Info:			
Owner Name:	Diaz Modesto	Settle Date:	04/22/2005
Tax Billing Address:	1827 SW 18th Ave	Annual Tax:	\$7,084
Tax Billing City & State:	Miami, FL	County Use Code:	Single Family
Tax Billing Zip:	33145	State Use:	Single Family
Tax Billing Zip+4:	1453	Universal Land Use:	SFR
Recording Date:	05/16/2005		
Location Info:			
Subdivision:	Venice Heights Amd	Panel Date:	03/02/1994
Census Tract:	65.00	Flood Zone Code:	X
Carrier Route:	C025	Zoning:	R-1
Flood Zone Panel:	1206500187J		
Tax Info:			
Improved Assessment:	\$111,448	Annual Tax:	\$7,084
Land Assessment:	\$161,554	Tax Area:	100
DAV/Dade Tot, Assessed Val.	: \$273,002	Lot Number:	15
Market Value:	\$273,002	Block ID:	1
Assessment Year:	2006	Legal Description:	Amd Plat Venice Heights Pb 29-69 S54ft Of N71.5ft Lots 15-16 Blk 1 Lot Size 54.000 X 98 Or 21025-4865 01 2003 1 Coc 23376-1567 04 2005 1 Phyllis Shapiro Reineiro Rosales Or 17110-3956 0296 1 Victor Yanez Or 18684-0298 06 1999 1 Gerardo Martin Or 21025-4865 01 2003 1 Alfredo Romero
Tax Year:	2006	Folio #:	Coc 22459-3803 06 2004 1 01-4110-046-0140
Alt APN:	01-41-10-046-0140		
Characteristics:			
Lot Frontage:	54	Total Baths:	1
Lot Depth:	98	Full Baths:	1
Lot Acres:	1215	Construction:	Concrete Block
Lot Sq Ft:	5292	Interior Wall:	Drywall
Building Sq Ft:	1,133	Exterior:	Concrete Brick Composition
Adjusted Sq. Ft.:	1036	Floor Cover:	Covered
Total Sq. Ft.:	1,133	Pool:	Pool
Stories:	1	Year Built:	1935
Total Units:	1	# of Buildings:	1
Bedrooms:	2		
Last Market Sale:			
Recording Date:	05/16/2005	Owner Name:	Diaz Modesto
Settle Date:	04/22/2005	Seller:	Romero Alfredo
Sale Price:	\$350,000	Price Per Sq-HVIINIS IK	A H \$30890MPLAINT
http://realist2.firstamres.co	m/propertydetail.jsp	EXHIBIT #.	<u>2</u> 5/8/200

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8. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Properly in the same condition from Effective Date until closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections. return the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property uson its completion. If Seller, using best efforts, is unable to complete required repairs or treatments prior to closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. At closing, Seller will assign all assignable repair and treatment contracts to Buyer and provide Buyer with paid receipts for all work done on the Property pursuant to the (a) Warranty, Inspections and Repair: 121

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(1) Warranty: Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security, sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight: and that torn or missing pool cage and screen room screens and missing roof tiles will be replaced. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building adde regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the working condition of the item. including pitted marcite; missing or torn window screens; fagged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments; nail holes, scratches, dents, scrapes, chips and caulking in bathroom celling/walls/flooring/tile/fixtures/mirrors; cracked roof tiles; curling of worn shingles; and minor cracks in floor tlles/windows/driveways/sidewalks/pool decks/garage and patio floors/

(2) Professional Inspection: Buyer may, at Buyer's expense, pave warranted items inspected by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("professional inspector"). Buyer must, within 6 days from the end of the Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement. (3) Repair: Seller will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items into the condition warranted, up to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the first and second inspection reports differ and the parties cannot resolve the differences. Buyer and Seller together will choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, Seller will have the

repairs made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess of Buyer designates which repairs to make at a total cost to Seller not exceeding the Repair Limit and accepts the balance of

(b) Wood-Destroying Organisms: "Wood-destroying organism" means arthropoid or plant life, including termines, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences. Buyer may, at Buyer's expense and prior to dosing, have the Property inspected by a Florida-licensed pest control business to determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5 days from the date of the inspection. If Seller previously treated the Property for wood-destroying organisms, Seller does not have to treat the Property again if (i) there is no visible live infestation, and (ii) Seller transfers a current full treatment warranty to Buyer at closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have treatments and repairs made by an appropriately licensed person at Seller's expense up to the WDO Repair Limit. If the cost to treat and repair the Property exceeds the WDO Repair Limit, either party may pay the excess, failing which either party may cancel this Contract by written notice to the other. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property as is" with regard to wood-destroying organism infestation and damage, subject to the maintenance requirement. (c) Walk-through Inspection: Buyer may walk through the Property solely to verify that Seller has made repairs required by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

9. RISK OF LOSS: If any portion of the Property is damaged by fire or other casualty before closing and can be restored within 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense, restore the Property and the Closing Date will be extended accordingly. Seller will not be obligated to replace trees. If the restoration cannot be completed in time, Buyer may accept the Property "as is", in which case with Seller will credit the deductible and assign the insurance proceeds, if any, to Buyer at closing in such amounts as are (i) attributable to the Property and (ii) not yet expended in making repairs, failing which either party may cancel this Contract. If the Property is a condominium, this paragraph applies only to the unit and fimited common elements appurtenant to the unit; if the Froperty is in a homeowners' association, this paragraph will not apply to common elements or recreation or other facilities.

L) and Seller (LM) Lacknowledge receipt of a copy of this page, which is Page 3 of 7 Pages. © 2004 Florida Association of Revitors\* . All Rights Reserved

ADMINISTRATIVE COMPLAINT

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10. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or 176 178

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residentia use of the Property: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Selfer will discharge at or before closing. Selfer will, at least 2 days prior to doeing, deliver to Buyer Selfer's choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is iccated (specify in Paragraph 5(c) the selected type). Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) An existing abstract of title from a reputable and existing abstract firm (If firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However, If such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to Selfer then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the partles will close the transaction on Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from receipt of survey but no later than closing, of any encreachments on the Property, encreachments by the Property's improvements on other lands or deed restriction or zonling violations. Any such encreachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above, if any part of the Property lies seaward of the coastal construction control line, 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.

## MISCELLANEOUS

11. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs to a latest offer. Time is of the essence for all provisions of this Contract. All time periods will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

12. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, document or item given to or received by an attorney or Broker (including a transaction broker) representing a party will be as effective as if given to or by that party.

13. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller 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. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically 223 or on paper will be acceptable for all purposes, including delivery, and will be binding. Hendwritten or typewritten terms 224 inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or 225 unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in performing all obligations under this Agreement. This Contract will not be recorded in any public records.

14. ASSIGNABILITY; PERSONS BOUND: Buyer may not assign this Contract without Seller's written consent. The terms 227 "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (If permitted) of Buyer, Seller and Broker.

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232	15. DEFAULT; (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller to make Seller's title marketable after diligent effort effort after diligent effort effor	خدا مح
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235 brokerage fee. (b) Buyer Default: If Buyer falls to perform this Contract within the time specified, including timely payment of all deposits. Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally arriving cooperating brokers except when closing does not occur due to Buyer not being able to secure Financing after providing a Commitment in which case Broker's portion of the deposits will go solely to the listing broker) up to the full amount of the brokerage fee. 240

16. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

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(a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer and Seller will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, If so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Fleat Estate Commission. Buyer and Seller will be bound by any resulting award, judgment or order.

(b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to rescive the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy no: provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real astate licensee or firm named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration.

**ESCROW AGENT AND BROKER** 

17. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and. subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract. including disbursing brokerage tees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed 266 Items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

270 18. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property 273 condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all 274 representations (oral, written or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely 276 solely on Seller, professional inspectors and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

19. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to Closing Agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by 290 Settler or listing broker to cooperating brokers. 1

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352 Buyer offers to purchase	Buyer received a written real property disclosure statement from Seller before making this Offer.) the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy er than
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	. •	ADMINISTRATIV	E COMPLAINT!
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•		PAGE	OF 1
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4.	The state and the			, 3
) ]*	The clauses below will be incorporated into and CARLOS DAMIAN	the Contract bety	veen ISARC MINNICART A	TE COS A Su
3°	SUG CAILLOS DAMIDIO	(Buv	ed concerning the Property de:	CTOSA MONCAIZE (Seller)
٥	SUA ANDRON AVE		ad a sold of ming the hit operty be	scribed as
4				only if initialed by all parties
	100 100 m	PRO	PERTY	•
5.	(LY) - (IIIVI) H. As Is Wil	th Right to Incom	ode Tele also	aphs 6 and 8 of the Contract bu
Ü	does not modify or replace Paragraph 9. Par other than marketability of title. Seller will ke	annach 5(a) Dame	rct: This clause replaces Paragr	aphs 6 and 8 of the Contract but
7	Other than marketability of title source will be	46 - 0	raise restricted traffor cities ale	U70. Seller makes on warranta
8	HUGITIGE Wear and fear /"maintenance required		THE TOTAL MONTE LIES	THAR DISIG RULL RICEAST OF THE PART DAILY
ð	normal wear and tear ("maintenance requirer rnake any repairs. Buyer may, at Buyer's ex Buyer fails to timely conduct any inspection w	ment), and will d	convey the Property in its "as is	5" condition with an obligation to
10	Buyer fails to timely conduct and at buyer's ex	pense, conduct p	professional and walk-through in	1808ctions as described below
11	Buyer fails to timely conduct any inspection winspection and accepts the Property "as is."	thich Buyer is ent	illed to make under this paragra	10h Bingr waters the date to
12	inspection and accepts the Property "as is." damages to the Property resulting from the in	Seller will provide	access and utilities for Auvers	inenestions it was ingrit to the
13	damages to the Property resulting from the in	nspections and re	eturn the Property to its one-ine	notice contains buyer will repair a
-	("Inspect	ion Period") (with	In 10 days from Effective Day	pection condition. <b>Buyer</b> may, by e if left blank) make any and a
14	inspections of the Property. The inspection(s) to law) to conduct home inspections or who	Will be by a person	Who execisitizes in and halds	e ir iert blank) make any and a
15	by law) to conduct home inspections or who	holds a Florida	license to reneis and millions a	n occupational license (if required
16	cancel this Contract by written notice to Salloe	with of	Liebuigut man und maintain	the items inspected. Buver may
17	the estimated cost of treatment and cooks	independent of the land	Congress o distal and marks stold	me end of the Inspection Period!
18	Cancellation to be effective. Buyer must includ	la la dia dia	managed by maker to allegical	than \$_ (OOO) = sorthe
19	and repair estimates from the inspector or a	owenter and delite	Auce a copy of the inspector's w	ritten report, if any, and treatmen
20	conditions not reported in a timely manner will any other time agreeable to the parties, wa	erson(s) holding a	in appropriate Florida license to	repair the items inspected An
21	any other time agreeable to the notice	ne deemed soce	ptable to Buyer. Buyer may, o	n the day before Closing Date of
22	any other time agreeable to the parties, wa obligations. No other issues may be raised as	ik through the P	roperty solely to verify that Se	Her has fulfilled the contract to
	obligations. No other issues may be raised as	a result of the wal	k-through inspection.	and the contractor
53.		ns (check as appl		•
54.	D (1) Call Inner 1	in for each as appli	Cable	
25	☐ (1) Self-Inspection: Buyer and Seller the inspections (except for Buyer's wood	agree that unlice	nsed persons, including the p	arties themsel
26	the inspections (except for Buyer's wood Paragraph H of this Addendum, However,	l-destroying orga	nism inspection) certained in	Paragraph 6 . C. May conduct
27	Paragraph H of this Addendum. However, Buyer and Selfer together will choose, and	If the inspection	findings differ and the nection	alayiaph a or the Contract or
	Buyer and Selfer together will choose, and	will equally solit	the cost of a professional in-	callifor resolve the differences,
28	Buyer and Selfer together will choose, and of the Contract whose report will be binding	0 on the narries	The cost of a professional insp	ector as defined in Paragraph 8
56.	· · · · · · · · · · · · · · · · · · ·	2 prime (1000).		
30	(2) Right to Cancel Based on Inspections     Contract, Buyer will, at Buyer's sole expenses.	ection Results:	Within the Inspection Period r	storidad in Barrassan a
31	Contract, Buyer will, at Buyer's sole expreferenced in Paragraphs 7 and 8(a)(2), If B	ense, complete	any desired inspections of the	2 Propody in a late
	referenced in Paragraphs 7 and 8(a)(2). If B the inspection results, Buyer may cancel	luyer is for any re	ason unhancy with a condition	of the Draw at accidion to those
33	the inspection results, Buyer may cancel inspection results within 2 days from the	the Contract by	delivering written notice to a	of the Property noted in during
33	inspection results within 2 days from the immediately repair all damage resulting from	e end of the ine	enection Period and D	ener along with a copy of the
ઉચ	immediately repair all damage regulting trace	m 17:	bearden reneal and parket	will, at buyer's sole expense
35	this obligation will survive termination of the	Contends Kill	mond and restore the Property	to its pre-inspection condition:
36	specified in the Contract. This Paragraph	does not modifi	Or reals to Cancellad, the	e parties' obligations remain as
37	specified in the Contract. This Paragraph Paragraph 9 of the Contract.	does not moon	y or replace the rights and o	bligations of the parties under
38				
	Insulation D	lisclosure (New F	formes Only): Insulation has ha	an or will be installed in the new
39		•	· · · · · · · · · · · · · · · · · · ·	or or will be installed in the new
4()	Location	<u>Type</u>	Thiotopas	
41'	Interior Walls	ALAMAY.	Thickness	Manufacturer R-Value
12,	Flat Ceiling Area			
13-	Sloped Ceiling Area			
14,	Common Walls Between House & Garage			
15-	Exterior Walls			
	Other			
			•	
				•
			÷	· · · · · · · · · · · · · · · · · · ·
			ADMINISTRATIVE	COMPLAINT
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EXHIBIT #.

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5. i.	The clauses below will be incorporated into the Contract between ISAC MOISCARZ 8 TERUSA MONCAK (Seller)
3,	and CORLOS DAMIAN (Buyer) concerning the Property described as
٤٠	Only if initiated by all parties:
5	in residential real property on which a residential distribution was a second and warning Statement: "Every purchaser of any interest
6	exposure to lead from lead-based paint that movi class and the prior to large is notified that such property may present
. 1	young children may produce permanent neurological damage manor at risk of developing lead poisoning. Lead poisoning in
3	behavioral problems, and impaired memory Load policely including learning disabilities, reduced intelligence quotient
9	interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and patity the buyer of any
10	assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards from risk assessment or inspection for possible lead-based paint hazards is recommended with the lead-based paint hazards. A risk
12	assessment or inspection for possible lead-based paint hazards is recommended prior to purchase." For purposes of this addendum, lead-based paint will be referred to as "I PP" and lead-based paint hazards with based paint based paint will be referred to as "I PP" and lead-based paint based pai
13	addendum, lead-based paint will be referred to as "LBP" and lead-based paint hazards will be referred to as "LBP!."  (1) LBP/LBPH in Housing: Seller has no knowledge of LBP! If It is the transfer of the referred to as "LBP!."
14	(1) LBP/LBPH in Housing: Seller has no knowledge of LBP/LBPH in the housing and no available LBP/LBPH records or reports, except as indicated: (describe all known LBP/LBPH intermediate).
15'	reports, except as indicated: (describe all known LBP/LBPH information, list all available LBP/LBPH records or LBP/LBPH and provide documents to <b>Buyer</b> before accepting <b>Buyer's</b> offer)
16.	to day of colore accepting buyer's offer
171	
19	(2) Lead-Based Paint Hazards Inspection: Business Inspection: Business Inspection: Discount Inspection (2) Lead-Based Paint Hazards Inspection: Business Ins
50,	(2) Lead-Based Paint Hazards Inspection: Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of L8P/L8PH unless this box is checked (D. Ruver may within the presence of L8P/L8PH unless this box is checked (D. Ruver may within the presence of L8P/L8PH unless this box is checked (D. Ruver may within the presence of L8P/L8PH unless this box is checked (D. Ruver may within the presence of L8P/L8PH unless this box is checked (D. Ruver may within the presence of L8P/L8PH unless this box is checked (D. Ruver may within the presence of L8P/L8PH unless this box is checked (D. Ruver may within the presence of L8P/L8PH unless this box is checked (D. Ruver may within the presence of L8P/L8PH unless this box is checked (D. Ruver may within the presence of L8P/L8PH unless this box is checked (D. Ruver may within the presence of L8P/L8PH unless this box is checked (D. Ruver may within the presence of L8P/L8PH unless this box is checked (D. Ruver may within the presence of L8P/L8PH unless this box is checked (D. Ruver may within the presence of L8P/L8PH unless this box is checked (D. Ruver may within the presence of L8P/L8PH unless this box is checked (D. Ruver may within the presence of L8P/L8PH unless the presence of L8P/L8PH unless the presence of L8P/L8PH unless this box is checked (D. Ruver may within the presence of L8P/L8PH unless the presence of L8P/L8PH
21	assessment or inspection for the presence of LRD(LDD). They may, within the inspection Period, conduct a risk
22	LBP/LBPH conditions that are unsatisfactory to Buyer will be treated as "warranted items" for purposes of paragraphs 8(a) (2) and (3) only).
23 24	d(a)(2) and (3) only).
25	(3) Certification of Accuracy: Buyer has received the pamphlet entitled "Protect Your Family From Lead in Your Home" and all of the information specified in paragraph (1) above. Licenses has patient 2 the received in Your Home" and
26 .	all of the information specified in paragraph (1) above. Licensee has notified Seller of Seller's obligations to provide and disclose information regarding lead-based paint and lead-based paint based base
27	(42 U.S.C. 4852d) and is aware of his or her obligation to accordance paint nazards in the property as required by federal law
28	Seller and each licensee has reviewed the information above and confidence with federal lead-based paint law. Buyer,
29	information he or she has provided is true and accurate.
30.	Vellegy) 4/18/05 The Yorking
31	
32-	Date Saller Franc Mon care Date
33	Buyer
34°	Solling Lineary
46*	Date
	Linsurance: (check whichever applies)
371. 33	a standard carrier or the Citizen's Property Insurance Carporation of Fire and Hazard Coverage from
36. 20	a standard carrier or the Citizen's Property Insurance Corporation at a first year annual premium not to
10.	exceed \$ or% of the purchase price and/or flood insurance through the National Flood insurance through the National Flood
11.	Insurance Program at a first year premium not to exceed \$
12	delivering written notice to the Seller.
134	<b>\</b>
J.	(2) Flood Insurance: Buyer is notified that the Property is located in an area that: (1) is a defined floodable area and flood insurance is required. (1) was declared a flood disaster area after September 23, 1994 and received federal disaster relief assistance on the condition that flood insurance has obtained in the condition that flood insurance has obtained in the condition.
5	relief assistance on the condition that flood incursors he alter september 23, 1994 and received federal disaster
G -	required to obtain such flood insurance if the Property is not so insured as of the date of transfer and will be required to maintain flood insurance in accordance with applicable federal law with applicable federal law.
7	maintain flood insurance in accordance with applicable federal law with respect to the Property.
8-	M. Housing for Older Remons this are all and the state of
9	or other housing provider intends the Property to provide housing for older persons as defined by federal law. While Seller
Ю. П	and Broker make no representation that the Property actually qualifies as housing for older persons, the housing provider has stated that it provides housing for persons who are 1.63 years of any and altern 5.55.
	stated that it provides housing for persons who are 0 62 years of age and older. 0 55 years of age and older.
	GINEALL
	ADMINISTRATIVE COMPLAINT
	EXHIBIT # -3
2.	
	9938 Page of Addendum No 1

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DOWN NO DANS DA	Buyer) concerning the Property of	
) () T. Rezoning: Buyer will h	Orac until	
orning for the Property from the appropriate government	t agency: Zoning	to obtain the following
		Callan with alma -ti /
equired by the government agency. Buyer will pay all covering in not obtained this Country will be a set of the country of the	costs associated with the rezoni	ing application and account to
ezoning is not obtained, this Contract will terminate and E	Juyer's deposit will be refunded.	ing approximate and proceedings, r
) () - () U. Assignment: Seller agre		
uyer will deliver a copy of the assignment to Seller and	I will D will not be released from	the duty to perform this Contract.
V. Property Disclosure St	atement: This offer is contingent	on Seller completing, signing and
isterial information about the Property that is unaccepta effer within 3 days from receipt of Seller's written statements	DIA IO <b>HIVEL HUVAL</b> may cance	al this Contract by written notice to
over within a coas morn receibt of a siner's written stateme	ent.	
( )-( )( ) W. Foreign Investment in F	Real Property Tax Act ("FIRPTA"	): If a Seller is a "foreign person" as
eller on the transfer and remit the withheld amount to training exemptions are (1) Seller provides Buyer with a Withholding Cortificate provides the seller of the seller		
also man a transposid serificate providing to techceu	OK eliminated withholding or (3)	the areas enter miles in Mode and
ss, buyer is air individual who purchases the Property to	) USB as a meidence, and Buwer	or a mornhor of Business family by
aming bland to reside at the Lipberty to at least 20% of t	THE DUMPHE OF MANY THE DYNMARY.	is in use during analy as the same
a morning periods after transfer. The IRS requires Milver	rand Salier to have a LIS fool	and taxable of ideation in the
THE PROPERTY OF THE AGREE TO EXECUTE SUC CENTER US	Olfected any instrument, affidavit	Of statement reasonable gassage
, somen with the two recipies to the following about the	TOY A LIN Willhin 3 days from:	Effective Data and defining that
espective TIN or Social Security numbers to the Closing A still pending as of closing, Buyer will place the 10% tax	ngent. It <b>Seller</b> applies for a withh	colding certificate but the application
le final determination of the IRS provided Sallar are	vill escrion at seller a exheuse	to be dispursed in accordance with
volumentation of the injo, provided beingt so reque	ISIS And diver Ruver notice of the	a nendina application in accordance
he final determination of the IRS, provided Seller so reque with Section 1445. If Buyer does not pay sufficient cash	ests and gives <b>Buye</b> k notice of the	e pending application in accordance
uyer at closing the additional cash necessary to satisfy t	ests and gives <b>Buye</b> k notice of the	e pending application in accordance
ith Section 1445. If Buyer does not pay sufficient cash uyer at closing the additional cash necessary to satisfy trovide Seller with copies of the tax forms and receipts.	ests and gives <b>Buye</b> k notice of the	e pending application in accordance
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		3	
		. 4	only if initiated by all parties:
			MISCELLANEOUS CLAUSES
		5"	( ) - ( ) \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
		6°	and is intended to be improved for residential or other purposes, Buyer has days, through consultation with
			appropriate Dubic althorities or otherwise to the state of the state o
		9	of that the Frogens will be approved for the installation
			conting and other pertinent regulations, including concurrency, allow Buyer's introductions disposal system and that existing
		10	
		11 12	account with all accrued interest to be haid to
		- 3	Storing Depusits will accorde interact columns to the state of the sta
		14	notified that the transaction is scheduled for closing and the funds are transferred. Escrow Agent is service charge from the earned interest before disbursing the funds.
		15	1
		: 6:	Vicinia I to 1 to
•		17	(1) This back-up Contract is subject to the termination of a prior executed contract between Seller and a third party for
		.8,	COACL DEBOTE JULIU D. W. An
		19	Solitado Will (110Ve) Info first position of paragraphs
		20	COCCUPIC, DUVER THRY CARCAL this book to Contract the product of the character of the chara
		31.	The senior will have the right to continue to
		22	2) Seller will have the right to continue to show the Property and solicit and enter into bona fide back-up purchase
		23	Contract, Seller will nive Ruyer a convert the best
		24° 25	information obliterated. To continue with this article of the continue with
		25	Millin 12 hours (to be computed as some at a suppose the standard an additional decosit of standard and additional decosit of standard additional decosit of standard and additional decosit of standard and additional decosit of standard and additional decosit of
		27	the additional deposit to Escrow Agent within the 72 hour period, Buyer waives all contingencies for financing and sale of Buyer's property and the parties will close on Closing Date. The additional deposit will be partied by the parties will close on Closing Date. The additional deposit will be partied by the parties of financing and sale of Buyer fellows.
		28	Buyer's property and the parties will close on Closing Date. The additional deposit will be credited to Buyer at closing. If Buyer fails to timely make the additional deposit, this primary Contract will terminate and Buyer at closing. If
		201	Buyer fails to timely make the additional deposit, this primary Contract will terminate and Buyer's deposit will be refunded.
		30 59,	inactive real estate license and has a party of the state license and has a party of
		311	inactive real estate license and has a personal interest in Property: has an active or or Seller, etc.) has a personal interest in the property: (specify if licensee is related to a party, is acting as Buyer
		244	(A) ( )-((, Mw /// P Popular))
		33. 35.	
		34	(1) Pre-Occupancy Agreement: If Buyer occupies the Property before closing, Buyer will accept the Property in its
	ĵ	35	existing condition on the date of occupancy, relieving Seller of any additional repair or treatment obligations, and will maintain the Property and assume all liability for and risk of loss to it from the date of occupancy. Effective
		36	the Property and assume all liability for and risk of loss to it from the date of occupancy. Effective on the date of occupancy, Effective on the date of occupancy, and this clause replaces Paragraph 9 of the Contract. Buyer and Seffer will sign and deliver a written of the date of occupancy.
		37	BUTTIBADIO TETTIS COncerning Persons and all the second and the se
		30'	(c) Post-Occupancy Agreement: Divise and Call
		39	ferms concerning Seller's occupancy of the Organic voll sign and deliver a written lease, containing mutually agreeable
		401	(a) Existing lenant: The Property is gurrant, and a property is expense.
		40°	existing tenants. Selfer will, within days from Effective Date and at Sallach and Buyer's rights will be subject to those of
		43. 43.	of the rent roll; leases; income and expense statements for the time at Come is expense, deliver to Buyer current copies
		a	as evidence that the Property generated income of \$against expenses of \$against expenses of \$
		45.	and agreements with third parties that will remain in effect after closing. Buyer may terminate this Contract by written  Contract by written against expenses of \$  Indice to Seller within days from Effective Date if the statements differ materials.
		46	notice to Seller within days from Effective Date if the statements differ materially from Seller's representations. If Buyer fails to provide timely written notice, Buyer will be deemed to waite this continuous Contract by written
		47	Buyer fails to provide timely written notice, Buyer will be deemed to waive this contingency. Seller's representations, if rental agreements, and transfer deposits and advance rents, to Buyer at classing.
		۱g.	rental agreements, and transfer deposits and advance rents, to Buyer at closing.  (4) Vacating Tenant: The Property is a small deposits and advance rents, to Buyer at closing.
		43	(4) Vacating Tenant: The Property is currently used as a rental property. Seller will ensure that the existing tenant vacates the Property prior to the time agreed upon for the Walk-Through Inspection.
		£0°	() - ()() S. Sale/I page of Burnets D.
٠		511	Buyer's property located at S. Sale/Lease of Buyer's Property: This Contract is contingent on the lease or closing of
		52*	bayer's property is not closed or subject to a signal to
:		53'	. ("Deadline"), Buyer will, within 3 days from Deadline, provide Seller with written notice canceling this Contract, and deadline and deadline in the seller with written notice canceling this Contract, and deadline in the seller with written notice cancelled by the seller with written notice cancelled by the seller with written notice cancelled by the seller with
		54. 56	Seller will refund Buyer's deposit. If Buyer does not timely provide written notice of cancellation, this contingency will be
		55	deemed removed.
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168 9. RISK OF LOSS: If any potition of the Property is demanded by fire or other cealesty before closing and can be restored within 167 45 days from the Closing Dide to substantially the same condition as it was on Effective Date, Seller will, at 8 aller's expense, 168 restore the Property and the Closing Date will be extended accordingly. Beller will not be obligated to replace these restoration partnot be completed in three. Buyer may accept the Property "as is", in which case with Seller will credit the 170 deductable and assign the insurance proceeds, if any to Buyer at closing in such amounts as are of attributable to the Property 171 and (iii) not yet expended in meking repairs', failing which either party may cancel this Contract. If the Property is a 22 condominum, this package, happings only to true unit and initied common elements appurtenant to the unit; if the Property is a homeowners' association, this paragraph will not apply to common elements or recreation or other facilities.

Jan'd Seller ( ) ( ) advisorable receipt of a copy of this page, which is Page 3 of 7 Pages.

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ADMINISTRATIVE CUMPLAINT.

EXHIBIT # 4

PAGE 10 OF 4

	CSBEH 11.5.17
	Pesite in a Sale and Purchase Contract
	· 10.000 10.000 10.000 10.000 10.000 10.000 10.000 10.000 10.000 10.000 10.000 10.000 10.000 10.000 10.000 10.0
1-	1. SALE AND PURCHASE: 62/0 72/ PM
5.	and //k/3/3/3/3/3/2/2/2/2/2/2/2/2/2/2/2/2/2/
3	agree to sell and buy on the terms and condition. ("Seller")
4° 5°	Auditess: / First Auditoris specified below the
9.	Lenal Description (CM)
7.	- Value Description: - 17 to the total and the territory of the territory
B	together in
g	together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, lit purchase are:
10	fix ID No: 01-41-10-063 fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in
11'	Addresse alle: 1 Control Rich C
15,	According to the Mark Mark Market in
131	The following attached items are excluded from the purchase:
14	g statictied items are excluded from the purchase:
15	LDG PAGE and an
ıĢ	in this Contract is included in the purchase as included in the purchase is referred to
17	in this Contract is included in the purchase price, has no contributory value and is being left for Selfer's convenience.
13*	2. Suppose the following territor Seller's convenience.
16).	2. FORCHASE PRICE: \$ 5/5 occ. Thick and Financing
50.	2. PURCHASE PRICE:  (a) \$ \$ 5000. **  Deposit received (checks are subject to clearance)  PRICE AND FINANCING  Deposit received (checks are subject to clearance)
21	(checks are subject to clearance)
255	Signature 10 Signature
53,	Additional deposit to be delivered to IT-
54.	(c) /2/2 ff6 ordays from Effective Date. (10 days if left blank) (d) \$
251	
50.	(e) \$ Africa - Care   Balance to clear ( )   Balance to clear ( )
27	The state of the s
50.	at closing must be paid by locally disvourceshier's closing costs, prepaid items and prorations). All funds paid to sing must be paid by locally disvourceshier's chieck, official bank check, or wired funds. (b) Buyer will apply for the financing specified in paragraph 2(c) at the prevailing integral.
301	(Check as applicable) D (a) Buyer will pay cash for the Property with of inancing contingency.  (b) Buyer will apply for the financing specified in paragraph 2(c) at the prevailing interest rate and loan costs based written Financing commitment or approval letter (Commitment).
341	Written Engage and John Street William Street And John Special Control of the Con
32	
33	
34	
35	
36	
37	Date that section does not close by the Closing Date unless (1) the Property appraises below the purchase price and either the deposition cannot agree on a new purchase price or Buyer elects not to proceed, or (2) another provision of this Contract required. If Buyer, using difference and good faith, cannot provide the Commitment within the Commitmen
30	Period, this Contract will be terminated and Russide and good faith, cannot provide the Comparison of this Contract require
39	and buyer's deposits refunded.
4()	
di.	4. CLOSING DATE: OCCUPANCY: Unless extended by other provisions of this Contract, this Contract will be closed personal items and trash from the Property and swent the Property and swent the Property and Sw
42	Are: OCCUPANCY: Unless extended by other provisions of this Contract, this Contract will be closed personal items and trash from the Property and swept the Property clean and (b) deliver the deed, occupancy and personal all keys, garage door openers and access cocles to Burer if
43	personal items and trash from the Property and swept the Property clean and (b) deliver the deed, occupancy and possession, along which time Saller will (a) have removed all keys, garage door openers and access codes, to Buyer. If on Closing Date insurance underwiting is supported by the closing up to 5 days after the insurance supports.
44-	
45	postpone dosing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, Buyer is 5. CLOSING PROCEPTURE.
d€;	
47	mail or electronic means. If title insurance insurance in the county where the Proporty is leave
48	5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Selter and brokerage fees to Broker as g. (a) Selter Costs: Selter will pay taxes and sustance in the county where the Property is located and may be conducted of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Selter and brokerage fees to Broker as g. (a) Selter Costs: Selter will pay taxes and sustance are some contract. Selter and Buyer will pay the costs indicated the self-costs.
49 50	Paladraph 19 in addition
511	(a) Seller Costs: Seller will pay tayes and author this Contract, Seller and Buyer will pay the angle tees to Broker as p
UI	or % (1.5% if left bladt or the deed and recording fees for documents needed below.
	or
52"	Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.  All Rights Reserved
53	FAR-0 Rev. 10/04 © 2004 Florida Association and American State of the Province of this proportion of the Province of the Provi
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EXHIBIT # 5

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547	and up to \$
55	treatment and repairs ("Marco a
56	(b) Buyer Costs: Briver will pay the part Limit"); Other:
57.	(b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing (c) Title Evidence and Insurance: Check (1) or (2):
59	(c) Title Evidence and Insurance: Check (1) or (2):
59°	
60	agent.   Buyer will pay for the owner's title insurance commitment.   Setter   Buyer will select the title pay its own closing fees.  Gauge   Setter   Buyer will select the title pay its own closing fees.  Setter   Buyer will pay for the owner's title policy, search, examination and related charges. Each party will pay its own closing fees.
65.	pay its own closing fees.
63	(2) Seller will provide an abstract as specified in Paragraph 10(a)(2) as title evidence.   Seller vill pay for search and lien search and lie
61	the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax closing fees.
65	search and lien search fees, and Buyer will pay fees for title searches prior to closing, including tay
66	search and lien search fees, and Buyer will pay fees for title searches prior to closing, including tax closing fees.  (d) Prorations: The following items will be searched after closing find any), title examination fees and
67	(d) Prorations: The following items will be made current (if applicable) and prorated as of the day before Closing Date: real the Property, if taxes and assessments, association fees, insurance, rents and other current are considered.
63	estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and assessments for the current year cannot be determined. The previous vectors and revenues of adjustment for exemptions and inspectors.
691	the Property. If taxes and assessments, association fees, insurance, rents and other current expenses and revenues of adjustment for exemptions and improvements. Buyer is responsible for property tax increases the latest will be used with (e) Special Assessment by Public Ret. 1982.
7()	(e) Special Assessment to a improvements. Buyer is responsible for property to view in a rates will be used with
71	amount of liens that are and it dollars the same and the
72	an improvement is substituted, continued and ratified before closing and (ii) the amount of the last set. Setter will pay (i) the full
73	Other amounts
74	(f) Tax Withholding, Duyan and Buyer will pay all
75	(f) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require (g) Home Warranty: Q Buyer Q Seller to NA will pay for a home warranty: Q Buyer Q Seller Q N/A will pay for a home warranty in the property Tax Act, which may require cost to the party of the par
76°	(g) Home Warranty: Q Buyer Q Seller P NA will only for a first of seller P NA will only for a first of the fi
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70	cost not to exceed \$ A home warranty plan issued by at a systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.
79	or dearboown due to normal wear and tear during the agreement period
80	6. INSPECTION PERIODS: BUYOT WILL SHAPE A SHAP
811	6. INSPECTION PERIODS: Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by  (within 10 days from Effective Date if left blank) ("Inspection Period"): the world by
82	(within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection day before Closing Date or any other in the world left blank).
83	by
841	a series of any other time agreeable to the pasting
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06	of the Property in the Propert
87	of the Property, including but not limited to violations of governmental laws, rules and regulations, other than those that Buyer can readily observe or that are known by or have been disclosed to Buyer. Seller will have all open permits (if any) closed out, (a) Energy Efficiency: Buyer acknowledges properties of the Coloring Company of the Coloring Company of the Coloring Company of the Coloring Company of the Coloring Company of the Coloring Color
88	with final inspections are the mark by or have been disclosed to Buyer Saltan and the final mose that Buyer
89	(a) Energy Efficiency: Buyer acknowledges prior to closing.
81 80	Florida Statutos
92	(b) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient state guidelines have been found in building in State guidelines have been found in building in State guidelines have been found in buildings in State guidelines buildings in State guidelines buildings in State guidelines buildings in State guidelines buildings in State guidelines buildings in State guidelines buildings in State guidelines buildings in State guidelines buildings in State guidelines
93	quantities, may present health risks to persons who are exposed to it over time. Levels of raction that exceed federal and obtained from your county public health upit the property of the property of the persons who are exposed to it over time. Levels of raction that exceed federal and obtained from your county public health upit the property of the persons who are exposed to it over time. Levels of raction that exceed federal and obtained from your county public health upit the persons are the property of the persons are the persons ar
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97 98	(c) Flood Zong, D Which ettiler party may capcel this Contract
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100	in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the building below the minimum flood elevation, Buyer may cancel this Contract by delivering written paties and the buildings are built Effective Date, failing which Buyer according to the minimum of the property and rebuilding and the buildings are built entered to the property and the buildings are built entered to the property and the buildings are built entered to the property and the buildings are built entered to the property and the buildings are built entered to the property and the buildings are built entered to the property and the buildings are built entered to the property and the buildings are built entered to the buildings are built entered to the building to the buil
101	below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Settler within 20 days from (d) Homeowners' Association; if ground reducing elevation of the buildings and 20ne designation of the buildings and 20ne designation of the property of the property and rebuildings and 20ne designation of the buildings are building
102	(d) Homeowners' Assured within 20 days from
103	summary is attached and income in a homeowners' association in grand-tribe property.
104	BUYER HAS RECEIVED and incorporated into this Contract, BUYER SHOULD MORNING an association disclosure
105	(e) PROPERTY TAY SIGN THE DISCLUSURE SHAMMARY
10G	TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSERS SUBSEQUENT PROPERTY THAT COULD RESULT IN LIFE TO PROPERTY IMPROVEMENTS TRIGGERS REASSERS SUBSEQUENT
108	TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
100	TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT PROPERTY THAT COULD RESULT IN HIGHER PROPERTY MAY OUT HAVE COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING (f) Mold: Mold is paid of the pathyland of the pa
110	(f) Mold: Mold is and at a south of Phoperity Appraiser's Office for the property of the concerning
F1.1	(f) Mold: Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to
	Those information, contact the county indoor air qualities, may present health risks to
1121	Buyer (1971)   Land Seller (1971)
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	All Rights Reserved All Rights Reserved

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8. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until dosing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide 115 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections. 115 access and utilities for Buyer's inspections, buyer will repair all damages to the Property resulting from the inspections, from the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion. If Seller, using best efforts, is unable to complete required repairs or treatments prior to closing. Seller will give The Completion, in Settler, using dest efforts, is unable to complete required repairs of readments prior to closing, settler will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. At closing, Seller will assign all assignable repair and treatment contracts to Buyer and provide Buyer with paid receipts for all work done on the Property pursuant to the Warranty, Inspections and Repair:
(1) Warranty, Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security, sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working 122 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and waterlight; and 124 condition that crossing, that the subcrutes (including roots) and poot, it any, are structurally sound and waterlight; and that forn or missing pool cage and screen room screens and missing roof tiles will be replaced. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted from a defect in a warranted state. 125 and is not required to repair cosmetic conditions, unless the cosmetic condition resulted from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code regulations unless necessary operate and "cosmetic conditions" means operating in the manner in which the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the working condition of the item, including critical marking or form window screens; forced windows; tears, were scale and disordering of the condition of the item. 127 129 operate and reconnected conditions: means aesthetic imperiections that do not affect the working condition of the item, including pitted marcite; missing or torn window screens; fogged windows; tears, worm spots and discoloration of floor coverings/wallpapers/window treatments; nail holes, scratches, dents, scrapes, chips and calking in bathroom 130 131 132 coverings/wallpapers/window treatments; nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/file/fixtures/mirrors; cracked roof tiles; curling or worn shingles; and minor cracks in floor lites/windows/driveways/sidewalks/pool decks/garage and patio floors.

(2) Professional Inspection: Buyer may, at Buyer's expense, have warranted items inspected by a person who enercializes in and holds an occurrational license fit required by lawl to coordict home inspections or with holds as forcing the professional license and provided by the professional license and provided by the professional license and provided by the professional license and provided by the professional license and provided by the professional license and provided by the professional license and provided by the professional license and provided by the provided by the professional license and provided by the provided by the provided by the professional license and provided by the provided by 133 134 (a) Professional inspection, buyer may, at buyer's expense, have warranted nems inspection by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida 135 in the special state of the sta 1316 license to repair and maintain the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the inspector's written proport, if any, to Seller. If Buyer fails to deliver timely written notice, Buyer waves Seller's warranty and accepts the items listed in subparagraph (a) in their "as is "conditions, except that Seller must meet the maintenance requirement. (3) Repair: Seller will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items that are not in the condition warranted, up to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition warranted, have a second inspection made by a noticessional inspector and will report 139 1(19 140 141 and one condition warranced, up to the Hepair Linkt. Seller may, within 5 days from receipt of buyer's notice of items that are not in the condition warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the first and second inspection reports differ and the parties cannot resolve the differences, 142 143 repair estimates to buyer, it the first and second inspection reports offer and the parties cannot resolve the differences. Buyer and Seller together will choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to repair warranted items equals or is less than the Flepair Limit, Seller will have the 145 binding on the parties. If the cost to repair warranted items equals or is less than the helpair Limit, Seller will have the repairs made in a workmanilike manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or Buyer. 146 designates which repairs to make at a total cost to Seller not exceeding the Repair Limit and accepts the balance of 149 the Property in its as is condition.

(b) Wood-Destroying Organisms: "Wood-destroying organism" means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences. Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to determine the evidence of past or present wood-destroying grantism infectation and damage caused by infectation. If the 150 151 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the 153 determine the existence of past or present wood-destroying organism mestation and damage caused by intestation, if the inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5 days from the date of the inspection. If Seller previously treated the Property for wood-destroying organisms, Seller within 5 have to treat the Property again if (i) there is no visible live infestation, and (ii) Seller transfers a current full treatment warranty to 154 have to treat the Property again if (i) there is no visible live intestitation, and (ii) senter transfers a current rull treatment warranty to allocated building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have 159 a non-near control or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have treatments and repair the Property exceeds the WDO Repair Limit, either party may pay the excess, failing which either party may the excess, failing which either party may pay the excess, failing which either party may pay the excess, failing which either party may property "as is" with repart to wood-destroying organism infectation and damage, subject to the properties are invested to the prop 160 161 Property "as is" with regard to wood-destroying organism infestation and damage, subject to the maintenance requirement. Property as is: with regard to wood-destroying organism measuration and derinage, subject to the tribunitations requirement.

(c) Walk-through Inspection: Buyer may walk through the Property solely to verify that Seller has made repairs required by this Costset and has mot costsetual obligations. No other issues may be reliced as a result of the walk-through 163 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled. 165 9. RISK OF LOSS: If any portion of the Property is damaged by fire or other casualty before closing and can be restored within as a night of Lucio: If any portion of the Property is damaged by tire or other casualty before closing and can be restored within 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Selfer will, at Selfer's expense, restoration cannot be completed in time, Buyer may accept the Property "as is", in which case with Selfer will credit the closing by the insurance proceeds if any to Buyer at closing in such attention as any fighting table to the Property. restoration carried be completed in time, **buyer** may accept the Property as is, in which case with Seller will credit the deductible and assign the insurance proceeds, if any, to Buyer at closing in such amounts as are (i) attributable to the Property and (ii) not yet expended in making repairs, failing which either party may cancel this Contract. If the Property is a condominum, this paragraph applies only to the unit and limited common elements appurtenant to the unit; if the Property is in a homeowners' association, this paragraph will not apply to common elements appure and to the unit; if the Property is in a homeowners' association, this paragraph will not apply to common elements or recreation or other facilities. and Seller ( ) acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages

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Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

12. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, document or item given to or received by an attorney or Broker (including a transaction broker) representing a party will be as effective as if given to or by that party.

13. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initiated and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically 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. Buyer and Seller will use diligence and good faith in performing all obligations under this Agreement. This Contract will not be recorded in any public records.

14. ASSIGNABILITY; PERSONS BOUND: Buyer may not assign this Contract without Seller's written consent. The terms "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller aids, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the FAR-8 Rev. 10/04 9 2004 Florida Association of Rev. ross\* All Rights Reserved

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PAGE 7	Control of the contro
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brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among per Faraglaph 1 to, and providing does not occur due to Buyer not being able to secure Financing after providing a Commitment, in which case Broker's portion of the deposits will go solely to the listing broker) up to the full amount of the brokerage fee. 240 16. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows: stion arising out or or relating to this transaction or this continue of the state date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will 243 submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission. Buyer and Seller will be bound by any resulting award, judgment or order. 245 (b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to (a) All other disputes: Buyer and Setter will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not after the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact 250 251

and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee or firm named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing. writing to become a party to the proceeding. This clause will soliving closing.

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by to mediation and Arbitration, Expenses, inequation is a process in which parties exempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a

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settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or 256 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is 258 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the 2.59 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally

213 17. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage lees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed see items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow terns to buyer or seller, utiless the interceivery is due to escrow Agent a will of the each of the escrow. Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in ges favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate

270 18. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property 273 condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely 275 solely on Seller, professional inspectors and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Selter hold harmless and release 279 Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's 200 misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention 282 of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each 282 or any vention; to products or services provided by any vention, and try opposition of the paragraph will not relieve Broker of statutory assume full responsibility for selecting and compensating their respective ventions. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

285 19. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to Closing 286 Agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse 233 brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by

and Seller ( ) acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages. 291 Buyer 🙌 ( Rev. 10/04 © 2004 Florida Association of Realtons\*

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47	5. CLOSING PROCEDURE: CO resonate meens. If the Insurance Buyer's deed, closing agent will on a support of the control of the	A Just soc. (NORUS) Mil tajes b	ace in the county where t	he Property is	Eceted and may	No recent setual L.
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57 58*	(b) Buyer Costs; Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and finance of the policy; inspections; survey; flood insurer (c) title Evidence and insurer flood insurer.
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61^	☐ (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as large enumerical in Seller ☐ Buyer select the title agent. ☐ Seller ☐ Buyer will pay for the owner's title policy agents. ☐ Seller ☐ Buyer
633	each of the war provide a Paragraph 10(a)(1) owner's title insurance commitment as the evidence. O Select Q Buyer select the title agent. O Select Q Buyer will pay for the owner's title policy, search, examination, and restrict charge.
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84 86	Let (2) Bellar will provide title evidence as specified in Paragraph 10(a)(2). D Seller Let Rever will pay for the owner's search teas, and Buyer will pay fees for title searches proti oldering. The Children will pay fees for title searches proti oldering, including has scarch and if O protetions. The Children will pay fees for title searches after closing (if ent), title events after the control of the payment and in the payment and in the payment and in the payment and in the payment and
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67	to Profesions: The following items will be made current its anticable and it say, little examination loss and closing items
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72'	other at provide additional cash at closing if Seller is a "foreign person" as defined by federal law.  (if Home Warranty, C B suyer C) Selleractivity will pay for a home warranty plan issued by solders law.  cost not to exceed \$
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76	Systems and major bult-in appliances in the event of breakdown due to normal wear and serious
17	(within 10 days buyer will complete the inspections intermoded in Paragraphs
78*	(within 10 days from Effective Date # left blank) ("Inspection Period"); the wood-gas-
10	inspection on the day before Closing Date or any other time agreeable to the parties.
ю ;	Inspection on the day before Closing Date or any other time agreeable to the parties.
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	condition until closing; that the structures (including roofs) and pool equipment, if any, are and will be maintained in working that any open permits for the Property have been closed out and final inspections will be contained any waterlight; and pool. If any, are structurally sound and waterlight; and part of the property have been closed out and final inspections will be contained waterlight; and
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	are term was designed to operate and "cosmetic condition" means operating in the process
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116	nom screens other than rissing pitted marcile; missing or torn screens other than missing pool cage or screen nail toles, scratches, dents, screeps, chips and caulking in bathroom ceiling/walls/floorischile/these.
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125	aubparagraph (a) in the deliver timely written notice. Durer waives seller's warranty and accepts the impostor's written report, if any, to (3) Repair, Seller is obligated only to make repairs necessary to bring warranty and accepts the femile listed in to the Repair Limit, Seller may, within 5 days from receipt of Burrar warranted from any to report of the property limit, Seller may, within 5 days from receipt of Burrar services or become may be considered to the control of them and the services of them to the control of them and the services of them to the control of them and the services of them to the control of them and the services of them to the control of them to the control of them and the services of them to the services of the services of them to the services of them to the services of the services of them to the services of the services o
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129	to the Repair that, Seller is obligated only to make repairs necessary to bring warranted items into the Society within 5 days from receipt of Buyer's notice of Items into the Society remained, have a second inspection made by a professional inspector and will report repair activation to a condition choose, and equally epit the cost of, a third inspector, whose within report will be precised and the parties cannot resolve the differences. Since any Substitute the differences of the second transpector whose within report will be brighted on the least that the differences of the second substitute of the second resolve the differences. Since any Substitute report will be precised to the second substitute of the sec
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133	of an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, offer with have the located the Contract unless either party pays the excess or Buyer designates which repairs to make at a rotal cost to Deelles, obthous progressims: "Wood-Destinging Organisms: "Wood-Destinging organisms: "Wood-Destinging organisms: "Wood-Destinging organisms the property in its "are at a rotal cost to Deelles, obthous progressions are recommended."
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137	th) Wood-Destroying Organisms: "Wood-destroying organism" means of the Property in its "destroying organisms which repairs to make a satist cost to beetles, oldhouse boers and wood-destroying organism" means of thropod or pick and wood-destroying organism means of thropod or pick and wood-decaying funct, and demands or infests deadoned determine the existence of past or present wood-destroying organism intestation and a short or present wood-destroying organism intestation and dead or intestation or damage. Buyer will deliver a copy of the inspection of the inspection. Seller is not obligated to treat the property in the inspection.
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	and Seller (**)   acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.  All Rights Asserved

receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Selfer's expense. If Selfer cures the defects within the Curative Period, Selfer will deliver written notice to Buyer and the parties will close the transaction on Closing. within the Curative Period, Selfar will deliver written notice to Buyer and the perities will close the transaction on Closing Date has passed. If Selfer is unable to cure the defects within the Curative Period, Selfer will deliver written notice to Buyer and Buyer will, within 10 days from receipt of defects within the Curative Period, Selfer will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Selfer, within 5 days from receipt of coasing Date and at Buyer's expense, have the Property surveyed and deliver written notice to Selfer, within 5 days from receipt of survey but no later then dosing, of any actional transaction. Property's improvements on other fands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Selfer's obligations will be determined in accordance with subparagraph (b) survey as required by law delineating the line's location on the property, unless Buyer walves this requirement in writing. 184 167 160 MISCELLANEOUS

11. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer. Time is of the essence for all provisions of this Contract. All time periods will be computed in business days (a tourness day" is every detender day except Saturday. Stunday and national legal holidaya, if any deadline falls on a Saturday.

10. Time (meaning in the county where the Property is located) of the appropriate day. 193 12. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's fallure 12. NOTICES: All notices will be made to the parties and broker by mail, personal deliverty or electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contringency did not exist. 13. COMPLETE AGREEMENT. This Contract is the entire agreement between Buyer and Sellar, Except for brokerage segments, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract of Modifications of this Contract will not be binding unless in writing, algred and delivered by the party to be bound. Signatures, so initials, occurrents 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 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records. to see 14. ASSIGNABILITY PERSONS BOUND: Buyer may not assign this Contract without Seller's written consent. The terms are "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

personal representatives and assigns (it permitted) of Buyer, Setter and Broker.

DEFAULT (a) Setter Default: If for any reason other than latter of Setter to make Setter's title marketable after diligent after, Setter also entered to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waking the right to perform set on seek specific performance as per Paragraph 16. Setter will also be liable to Broker for the full amount of the deposits, Setter may choose to retain and colorer all deposits, Setter may choose to retain and colorer all deposits, Setter may choose to retain and colorer all deposits paid and agreed to be paid as foundated demands of the programment of all performance as per Paragraph 16. and Broker will upon demand, receive 50% of all deposits paid and agreed to be paid as foundated demands on the programment of the programmen

performance as per Peragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid to be spirit equally among cooperating brokers) up to the full amount of the brokerage see.

10. DISPUTE RESOLUTION: This Contract will be construed under Forida sew. All controversies, claims and other matters in question anisting out of or relating to this transaction or this Contract or its breach will be settled as follows:

[a] Disputes concerning entitlement to deposits made and agreed to be made. Buyer and Seller will have 30 days from the submit the dispute; if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida could or the Protect the dispute through mediation, filling when the parties will resolve the dispute satissal between them to attempt to ready the matter through mediation, falling which the parties will resolve the dispute strains between them to attempt to in the country where the Property is located. The arbitration may not atter the Contract terms or award any remady not in the country where the Property is located. The arbitration may not atter the Contract terms or award any remady not and the contractual authority on which it is based if the parties agree to use discovery, it will be in accordance with the establishment of the parties and accordance with the interested disputes. Any disputes with a resolve a discovery-related disputes. Any disputes with a resolve and althority on which it is based if the parties agree to use discovery, it will be in accordance with the because a party to the proceeding. This clause will curvive cosing.

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[c) Mediation and Arbitration: The parties all the resolution of the disputes. Any disputes with a resolution of the parties. Mediation will be in accordance with the rules of the Armeroan Arbitration Association ("AAA", or shorter mediator agreed on by the parties. The parties will appr

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28	Buyer, Seller	SUCH TROUBLE SERVE	picylded is me and a	CHANG-DESCO BERNI	hazarda in the Bou	Cerly as recuired to
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40 ha	deral law. Buyer is	reduired to obtain	ce on the condition it	al flood insurance	DISEISIEF area after	September 23 1004
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42 Or 42 DO	other housing pro-	vider intende the D	ing for Older Persons	: Buyer acknowled	me, respect to the	Properly.
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ADMINISTRATIVE COMPLAINT

EXHIBIT # 4

PAGE 9 OF \_\_\_\_\_

#### **Property History View** ML# **Status** Price Date Agent **Broker DOM** D1061336 χ \$ 695,000 09/21/05 0692775 FROM01 D1061336 Α \$ 695,000 07/21/05 0692775 FROM01 D1041207 CS \$ 549,900 05/17/05 03000310 VZCR01 74 D1041207 \$ 550,000 04/27/05 0607738 CHCR01 D1041207 Α \$ 499,900 04/18/05 0607738 CHCR01 D1041207 \$ 525,000 03/01/05 0607738 CHCR01

05/08/07

\*(c) 2007 — Southeast Florida MLS — INFORMATION IS BELIEVED ACCURATE BUT IS NOT WARRANTED\* 10:05 AM

ADMINISTRATIVE COMPLAINT EXHIBIT # OF \_\_\_\_\_

I. SETTLEMENT DATE:

5/13/05

P.01

~ Optionen Statemen			nopilion .	OMB No. 2502-0265
S. Type of Loan				· · · · · · · · · · · · · · · · · · ·
() 1. FHA () 2. () 4. V.A. (● 5.	mHA 3. Conv. Unins. Conv. tns.	6. File Number cg05-184	7. Loan Number	8. Mortg. Ins. Case Num.
C. NOTE: This form is furn marked "(p.o.c	ished to give you a statement of a "were paid outside the closing; the	ictual settlement costs. A	Amounts paid to and by the settlem formational purposes and are not in	ent agent are shown, Items included in the totals.
U. NAME OF BORROWER Address of Borrower:	t: Guillermo Lopez, a single m 903 Red Road, Miami, Flori			
E. NAME OF SELLER: Address of Seller:	Ramon L. Romero, an unre 11708 SW 107 Lane, Miami			TIN:
F. NAME OF LENDER: Address of Lender:	Argent Mortgage Company, 44 South Broadway, 16th Fi		/ork 10601	
G. PROPERTY LOCATION	l: 903 Red Road, Miami, Flori	da 33126		
H. SETTLEMENT AGENT Place of Settlement:	Cristina Gomez, P.A. 7850 NW 146 Street, Suite	416, Miami Lakes, Florid	a 33016	TIN: 56-2419635 Phone: 305-824-1505

DISBURSEMENT DATE: 5/13/05

•			
J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:	_1210000000	490. Gross amount due to seller:	
101. Contract sales price	549,900.00	401. Contract sales price	549,900.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	31,460.72		
104.	<b></b>	404.	
105.	1	405.	
Adjustments for items paid by seller in advance: 106. City/town taxes		Adjustments for items paid by seller in advance: 406. Cityflown taxes	
107. County taxes	<del> </del>	407. County taxes	
108. Assessments	<del> </del>	408. Assessments	
109.	<del> </del>	409.	
110.	<del> </del>	410.	
111,		411.	<del></del>
112.		412	
120, Gross amount due from borrower:	581 360 73	420. Gross amount due to seller:	549.900.00
200. Amounts paid or in behalf of borrower:	301,300.72	500. Reductions in amount due to seller:	349,900.dd
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new toan(s)	439,920.00	502. Settlement charges to seller (line 1400)	43,865,45
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage	107,030.48	504. Payoff of first mortgage loan	60,145.01
205.		505. Payoff of second mortgage loan	11,289.83
206.		506. Deposits held by seller	1
207. Principal amt of mortgage held by seller	1	507. Principal amt of mortgage held by seller	
208. Seller's Contribution to Closing Costs	32,994.00	508. Seller's Contribution to Closing Costs	32,994.00
209.	1	509.	
Adjustments for items unpaid by selier:	a company of the second second second second	Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes from 01/01/05 to 05/13/05	707.04	511. County taxes from 01/01/05 to 05/13/05	707.04
212. Assessments	<u> </u>	512. Assessments	
213. Waste from 04/01/05 to 05/13/05	70.15	513. Waste from 04/01/05 to 05/13/05	70.15
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	580,721.67	520. Total reductions in amount due seiler:	149,071.48
300. Cash at settlement from to horrower:		600. Cash at settlement to from soller:	
301. Gross amount due from borrower (line 120)	581,360.72	601. Gross amount due to seller (fine 420)	549,900.00
302. Less amount paid by/for the borrower (line 220)	(580,721.67)	602. Less total reductions in amount due seller (line 520)	(149,071,48)
303. Cash ( 🗹 From 📑 To ) Borrower:	639.05	603. Cash ( 7 To From ) Seller:	400,828.52

Substitute Form 1099 Seller Statement: The information contained in blocks E. G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this Item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

	13-2005 13:26	V.U	. Coperumon e Or 1 Notes	and and chinan makemb	<u> </u>		P.02
~	. Total Sales/Brokers Com. based o	n price \$3	549,900.00 @	% = 22,495.68	Toner POC Seder POC	Paid from Borrower's	Paid from
11.		% to Vizcaya	Realty			Funds at	Funds a
703	9,998.00 Commission paid at settlement	% to Chamb	er Center Realty			Settlement	Settleme
	Handling Fee	to Vizcaya	Resity	<del></del>		225.00	22,49
6 <b>3</b> 0	tiems payable in connection with it	020	- Tubbay		archer POOSETE POO	295.00	
	Underwriting Fee to Lend Origination Fee to Broker		Mortgage Company,			550.00	
803.			Mortgage investeme Mortgage Company,			15,000.00	
	Flood Search Fee		Mortgage Company,			70.00	
805.		to					
	Mortgage insurance application fer Assumption Fee			· · · · · · · · · · · · · · · · · · ·			
808.	7 Good Priorities	to					
809.		to					
810.		to		e e			·
811.	Tiems required by lender to be paid	to In advance					
901.		2/05 to 06/01/0	5 @ 75.3300	/day	project PODSERS 755	1,431.27	
	Mortgage insurance premium for	months to				1,401.27	
	Hazard insurance premium for	years to Sco	ottsdale Insurance			5,227.65	
904. 905.	Flood insurance premium for	years to					
	). Reserves deposited with lender	years to		ē.	orrower POCSetter FOC		·
1001	. Hazard insurance		months @	per month			
	. Mortgage insurance		months @	per month			
	. City property taxes . County property taxes		months @	per month			
	Annual assessments		months @ months @	per month per month		——— <del>—</del>	
	. Flood insurance		months @	per month			
1007			months @	per month			
1008.	Aggregate accounting adjustment		months @	per month			
1100				50	prover POCSeller POC		
	Settlement or closing fee		Gornez, P.A.			350.00	
	Abstract or title search Title examination		Gomez, P.A. Gomez, P.A.	··········		375.00	250.
		(U Vitamia				275.00	
	Title Insurance binder	to Professi	onal Title Examiners,	Inc.	1	140.00	
	Title Insurance binder  Document preparation		onal Title Examiners, Gomez, P.A.	Inc.		140.00	375.
105. 106.	Document preparation Recertification Fee	to Cristina		Inc.		140.00 300.00	375.
105. 106.	Document preparation Recertification Fee Attorney's Fees	to Cristina	Gomez, P.A.	Inc.			375.
105. 106. 107.	Document preparation Recertification Fee Attorney's Fees (includes above item numbers:	to Cristina to Cristina to	Gomez, P.A. Gomez, P.A.	Inc.		300.00	375.
105. 106. 107.	Document preparation Recertification Fee Attorney's Fees	to Cristina to Cristina to	Gomez, P.A.	Inc.			375.
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The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I further certify that I have endpired acpy of the HUD-1 Settlement Statement.

Guillermo Lopez

The HUD-1 Settlement Statement

Borrower

Ramon L. Romero

Borrower

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be discoursed in account of this statement.

Cristina Gomez, P.A.

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As its Authorized Representative | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National Statement | National

PAGE 2 OF

TOTAL P.02

#### Residential Sale and Purchase Contract Guillermo Rodriguez & Simone. Roetman 1. SALE AND PURCHASE: DMAR CLARO ("Buyer") z, agree to sell and buy on the terms and conditions specified below the property described as: 3 LE JEUNE RD. CORAZ GABLES 4 County: Legal Description: 1754 41 PB 14-25 COCONUT GROVE SECT CORD GROVES GROVES SECT CORD GROVES SECT CORD GROVES SECT CORD GROVES 5° Ø٦ 8 fixtures, attached wall-to-wall carpeting, rods, draperles and other window coverings. The only other items included in the 0 purchase are: I Central die penit, I Ronge Cele, I Reprizente, I tracken, I begin 111 124 The following attached Items are excluded from the purchase: 131 14 The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed 15. in this Contract is included in the purchase price, has no contributory value and is being left for Seiller's convenience. 16 PRICE AND FINANCING 17 payable by Buyer in U.S. currency as follows: \$575,000.00 2. PURCHASE PRICE: 18 Deposit received (checke are subject to clearance) .... 19 (a) \$\_\_\_\_\_ for CRISTINA GONEZ ATTICY ("Escrow Agent") 20 21 Additional deposit to be made by \_days \$2, from Effective Date. 23 Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage) 24 26' Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid 26 at closing must be paid by locally drawn cashier's check, official bank check, or wired funds. 27 3. FINANCING: (Check as applicable) [ (a) Buyer will pay cash for the Property with no financing contingency. 289 Tib) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by \_\_ (If left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period"): 30 S(1) A commitment for new Conventional H-IA VA financing for \$\_\_\_\_\_ or 190% of the purchase price (plus 31" any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum). 32 (2) Approval for Seller financing or assumption of mortgage (see attached addendum). 33 Buyer will apply for Financing within \_\_\_\_\_\_ days from Effective Date (5 days if left blank) and will timely provide any and all credit, 36 employment, financial and other information required by the lender. Either party may cancel this Contract If (I) Buyer, after using 25 diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by 36 the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects 37 not to proceed or the parties are unable to ranegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Ecrow Agent receives proper authorization from all interested parties. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on July 29 30 63 30 40 41 420 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Sellier's personal items 43 removed on or before Closing Date. If or Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted. 45 5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by 48 electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of ąŻ Buyer's deed, closing agent will disburse at closing the net sale proceeds to Salter and brokerage fees to Broker as per Paragraph 48 19. In addition to other expenses provided in this Contract, Selier and Buyer will pay the costs indicated below. AA (a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, ĒΟ confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an 51 amount equal to the last estimate of the assessment; up to \_\_\_\_\_% (1.5% If left blank) of the purchase price for repairs to

warrented items ("Repair Limit"); and up to \_\_\_\_\_% (1.5% if left blank) of the purchase price for wood-destroying organism

M Lacknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

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treatment and repairs ("Termite Repair Limit"); Other: \_

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86, 67 58°	(b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance; Other:
<b>59</b>	[
8O°	(c) The Evidence and Insurance: Check (1) or (2):  (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence. Seller Buyer will
61*	select the title arount [ Saller   Buttor will age for the standard title around the standard ti
62	select the title agent.   Seller Buyer will pay for the owner's title policy, search, examination and related charges.  Each party will pay its own closing fees.
	Leguir pairy wiir pay its own closing rees.
<b>53°</b>	(2) Seller will provide title evidence as specified in Paragraph 10(a)(2). Seller Buyer will pay for the owner's title
64	policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien
85	search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.
88	(d) Prorations: The following Items will be made current (if applicable) and prorated as of the day before Closing Date: real
<b>9</b> 7	estate taxes, interest, bonds, assessments, association fees, insurance, renta and other current expenses and revenues of
88	the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with
50	adjustment for exemptions and improvements. Buyer is responsible for property tex increases due to change in ownership.
70	(e) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require
71	Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.
120	19 Harra Marriant   Distant   Caller VIII and for a bound of the formation of the
73°	cost not to exceed \$ A home warranty plan provides for repair or replacement of many of a home's mechanical
74-	systems and major built is configurable the most of trade during the first provides for repair or replacement of many of a nome's mechanical
	systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.
75	PROPERTY CONDITION
76*	6. INSPECTION PERIODS: Buyer will complete the inspections referenced in Peragraphs 7 and 8(a)(2) by
770	(within 10 days from Effective Date If left blank) ("Inspection Parlod"); the wood-destroying organism inspection by
78°	
79	inspection on the day before Closing Date or any other time agreeable to the parties.
	and believe to the parties.
80	7. REAL PROPERTY DISCLOSURE: Seller represents that Seller does not know of any facts that materially affect the value of
81	the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe
82	or that are known by or have been disclosed to Buyer.
83	(a) Energy Efficiency: Buyer acknowledges receipt of the Horida Building Energy-Efficiency Rating System brochure. If this is a
84	new home, the builder's FL-EPL card is attached as an addendum.
85	(b) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
86	quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and
97	state guidelines have been found in buildings in Florida. Additional information regarding ration and radon testing may be
88	obtained from your county public health unit. Buyer may, within the inspection Period, have an appropriately licensed person
89	test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon
90	level to an acceptable EPA level, falling which either party may cancel this Contract.
91	(c) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood
92	zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding
93	in the event of casualty. If the Property is in a Special Hood Hazerd Area or Coastal High Hazerd Area and the buildings are built
94	below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from
95	Effective Date, falling which Buyer accepts the existing elevation of the buildings and zone designation of the Property.
96	(d) Homeowners' Association: If membership in a homeowners' association is mandatory, an association disclosure
	(u) Fibrial while's Association: It mentioerang in a noneowhere association is mentionly, an association disclosure
97	summary is attached and incorporated into this Contract. BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL
98	BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.
99	8. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until
	closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract, Seller will provide
101	access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and
	return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to
	closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all
103	assignable repair and treatment contracts to Buyer at closing.
104	
105	(a) Warranty, Inspections and Repair: (1) Warranty: Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security.
108	sprinkler, septic and plumbing systems, seawell, dock and pool equipment, if any, are and will be maintained in working
107	condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and
105	that any open permits for the Property have been closed out and final inspections will be obtained before the Closing
109	Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted
110	from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code
112	$oldsymbol{\pi}$
113	- A - A
	De la la la la la la la la la la la la la
114	Buyer () and Seller () ecknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.
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EXHIBIT # 9

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working condition of the Item, including pitted marcite; missing or torn screens other than missing pool cage or screen room screens; fogged windows; tears, wom spots and discoloration of floor coverings/walipapers/window treatments; nall holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; and minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

(2) Professional Inspection: Buyer may have warranted items inspected by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and meintain the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to Seller. If Buyer falls to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in

subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

(3) Repair Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up to the Repair Umit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

(b) Wood-Destroying Organisms: "Wood-destroying organism" means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences. Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5 days from the date of the inspection. Seller is not obligated to treat the Property if all the following apply (i) there is no visible live infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, falling which either party may cancel this Contract. If Buyer falls to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard to wood-destroying organism infestation and damage, subject to the maintenance requirement.

(c) Walk-through Inspection: Buyer may walk through the Property solely to verify that Seller has made repairs required by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through inspection. If Buyer falls to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

9. RISK OF LOSS: If any portion of the Property is damaged by fire or other casualty before closing and can be restored within 45 days from the Closing Date to substantially the same condition as it was on Effective Date. Seller will, at Seller's expense, restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, falling which either party may cancel this Contract.

#### TITLE

10. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to Seller's status.

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in Selfer in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residential use of the Property: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Selfer will discharge at or before closing. Selfer will, prior to closing, deliver to Buyer Selfer's choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). Selfer will use option (1) in Palm Beach County and option (2) in Miami-Dada County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and

subject only to title exceptions set forth in this Contract.

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(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

177.	Buyer () (	) and Seller ( Packnowle	dge receipt of a copy	of this page, which is Page 3 of 6 Pages
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receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the Curative Period. Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above. If any part of the Property less seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the property, unless Buyer walves this requirement in writing.

### MISCELLANEOUS

- 11. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer. Time is of the essence for all provisions of this Contract. All time periods will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.
- 12. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's fallure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist.
- 13. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. 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. This Contract will not be recorded in any public records.
- 5 14. ASSIGNABILITY: PERSONS BOUND: Buyer may not assign this Contract without Seller's written consent. The terms 5 "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, 7 personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

## DEFAULT AND DISPUTE RESOLUTION

- 15, DEFAULT: (a) Seller Default: If for any reason other than fallure of Seller to make Seller's title marketable after diligent effort, Seller falls, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to seek damages or to seek specific performance as per Paregraph 16. Seller will also be liable to Broker for the full amount of the brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.
- 16. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, olaims and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

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- (a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer and Seller will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of erbitration, a Florida court or the Florida Real Estate Commission. Buyer and Seller will be bound by any resulting settlement or order.
- (b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, falling which the parties will resolve the dispute through neutral binding arbitration in the country where the Property is located. The arbitrator may not after the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.
- (c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the

· Buyer	) and Seller (1) 1) (2000) Florids Association of Reutona®	dge receipt of a copy of	f this page, which is Page 4 of	e bade
FAR-8 Rev. 10/00	©2000 Florida Asisociation of Realtona®	All Rights Reserved		

ADMINISTRATIVE EXHIBIT # 9	COMPLAINT 4/1
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17. ESCROW AGENT: Buyer and Seller authorize Escrow Agent subject to clearance, disburse them upon proper authorization disbursing brokerage fees. The parties agree that Escrow Agent will be authorized the misdelivery is due to Escrow Agent will interpleed the subject matter of the escrow, Escrow Agent will reasonable attorneys' fees and costs to be paid from the escrower favor of the prevailing party. All claims against Escrow Agent will be 18. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advices to the prevailed of the properties of the properties of the provider of the provider and the properties of the provider and the pro	ill not be liable to any person for misdelivery of escrowed terms to viliful breach of this Contract or gross negligence. If Escrow Agent pay the filing fees and costs from the deposit and will recover diffunds or equivalent and charged and awarded as court costs in a prituated, so long as Escrow Agent consents to arbitrate.
are important to them and to consult an appropriate pro- determining the effect of laws on the Property and transaction, for tax, property condition, environmental and other specialized Property and that all representations (oral, written or otherwise) unless Broker indicates personal verification of the representation	status of title, foreign investor reporting requirements, etc.) and advice. Buyer acknowledges that Broker does not reside in the by Broker are based on Seller representations or public records by Broker agrees to rely solely on Seller, professional inspectors.
and governmental agencies for verification of the Tropage value. Buyer and Seller respectively will pay all costs and expension broker and Broker's officers, directors, agents and employees for fallure to perform contractual obligations. Buyer and Seller is agents and employees from all liability for loss or damage bases contractual obligations; (2) Broker's performance, at Buyer's a	nses, including reasonable attorneys' fees at all levels, incurred by a connection with or arising from Buyer's or Seller's misstatement hold hamiless and release Broker and Broker's officers, directors, sed on (1) Buyer's or Seller's misstatement or failure to perform and/or Seller's request, of any task beyond the scope of services and/or Seller's request, or any task beyond the scope of services.
regulated by Chapter 475, F.S., as arrested, including bloke of services provided by any vendor; and (4) expenses incurred to selecting and compensating their respective vendors. This persection of this paragraph, Broker will be treated as a party to this Contra	by any vendor. Buyer and Seller each assume full responsibility for agraph will not relieve Broker of statutory obligations. For purposes act. This paragraph will survive closing.
19. BROKERS: The licensee(s) and brokerage(s) named by acknowledge that the brokerage(s) named below are the procure and Buyer direct closing agent to disburse at closing the full agreements with the parties and cooperative agreements between escrowed funds. In the absence of such brokerage agreement	the between four as procified in separate brokerage
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ADDENDA AND 274 20. ADDENDA: The following additional terms are included in ad 275	ADDITIONAL TERMS  dende and incorporated into this Contract (check if applicable):  Image: M. Housing Older Persons Image: M. Unimproved/Ag. Prop. Image: M
281- 21. ADDITIONAL TERMS: 282- fector to contribute 6% of /- 283- at time at clasing -	Pales Rice towards bleyers closing Costs
285°	remain occupying property until or before a/15/05
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	PAGE 5 OF

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Check if applicable:	Buyer received a written real property disclosu	ire statement from Seller before making this Offer.)
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44 pc 45 im	Keys, garage door openers and satpone closing up to 5 days aff mediately return all Seller-provide	CLOSING ICY: Unless extended by other p g Date") at the time established by the property and swept the Property clean a soceas codes, to Buyer. If on Clear the Insurance suspension is lifted of title evidence, surveys, association of the codes.	and (b) deliver the deed, occur osing Date insurance underval. If this transaction does not	pancy and possession, along with miting is suspended, Buyer may close for any reason, Buyer will
47 me 48 of 49 Pa	ail or electronic means. If title insu Buyer's deed, closing agent v	STS: Closing will take place in the or trance insures Buyer for title defect vill disburse at closing the net sale expenses provided in this Contract, taxes and surtness on the dead	ounty where the Property is to a arising between the title bin proceeds to Seller and bin Seller and Buyer will pay th	okerage fees to Broker as per e costs Indicated below
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	54	and up to \$ or  % (1.5% if left blank) of the purchase price for wood-destroying organism (b) Buyer Costs; Buyer will pay taxes and recording tees on polyments.
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	58	(b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing (c) Title Evidence and Insurance: Check (1) or (2):
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	81	agent. © Salter © Buyer will pay for the owner's title insurance commitment. © Sellar © Buyer will select the title pay its own closing fees.  Ø (2) Seller will provide an abstract as appay.
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	63	the owner's title matter as specified in Parsonnh 1000/21 as the
	64	search and lien search fees, and Buyer will pay fees for title searches prior to closing, including tax (d) Prorations: The following items will be made award and select the title searches after closing (if any), title examination fees and
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	69	adjustment for example.
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	72	(e) Special Assessment by Public Body: Regarding special assessments Imposed by a public body. Select will be used with amount of liens that are certifled, confirmed and ratified before closing and (ii) the amount of the last satisfaction of the last satisfaction of the last satisfaction of the last satisfaction.
	73	ar improvement is substantially completed as of Ethant
		amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment if other amounts.  (i) Tax Withholding: Buyer and Seller will complete the seller will pay (ii) the seller before closing and (ii) the amounts of the last estimate of the assessment if (i) Tax Withholding: Buyer and Seller will complete the seller will be seller will seller will be seller will seller will be seller will be seller will be seller will be seller will seller will be seller
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		cost not to exceed \$ A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.
	70	and the agreement and or a second to the agreement and or
		S INFORMATION OF THE PROPERTY
	5-4	8. INSPECTION PERIODS: Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by
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	93.	by blank if left blank ("inspection Period": the wood details
	83	(within 10 days from Effective Date if left blank) ("inspection Period"); the wood-destroying organism inspection day before Closing Date or any other time agreeable to the parties; and the survey referenced in Paragraph 10(c) by  7. REAL PROPERTY DISCLOSIDES Settlements.
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	85	7. REAL PROPERTY DISCLOSURED Settles: Settles and the survey referenced in Paragraph 10(c) by
	86	7. REAL PROPERTY DISCLOSURES: Seller represents that Seller does not know of any facts that materially affect the value with final inspections or that are known by or have been discharded laws, rules and regulations, other than those that Property with final inspections are known by or have been discharded laws, rules and regulations, other than those that Property is the property of the propert
	87	of the Property, including but not limited to violations of governmental laws, rules and regulations, other than those that Buyer with final inspections completed, no later than 5 days prior to cheeke.  (a) Energy Efficiency 2.000
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	91	(b) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient obtained from your season that exceed federal and obtained from your season that exceed federal and obtained from your season that exceed federal and obtained from your season that exceed federal and obtained from your season that exceed federal and obtained from your season that exceed federal and obtained from your season that exceed federal and obtained from your season that exceed federal and obtained from your season that exceed federal and obtained from your season that exceed federal and obtained from your season that exceed federal and obtained from your season that exceed federal and obtained from your season that exceed federal and obtained from your season that exceed federal and obtained from your season that exceed federal and obtained from your season that exceed federal and obtained from your season that exceed federal and obtained from your season that exceed federal and your season that exceed federal and your season that exceed federal and your season that exceed federal and your season that exceed federal and your season that exceed federal and your season that exceed federal and your season that exceed federal and your season that exceed federal and your season that exceed federal and your season that your
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	93	quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and obtained from your county public health unit. Buyer may within all information regarding radon and radon to the test the Property for the county public health unit. Buyer may within all information regarding radon and radon to the county public health unit. Buyer may within all information regarding radon and radon to the county public health unit.
	84	state guidelines have been found in buildings in Florida. Additional information regarding radon that exceed federal and cottained from your county public health unit. Buyer may, within the inspection Period, have an appropriately licentually level to an appropriately licentually l
	95	obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person (c) Flood Zona: Butter la light which either party may constitutely licensed person (c) Flood Zona: Butter la light which either party may constitutely licensed person (c) Flood Zona: Butter la light which either party may constitutely licensed person (c) Flood Zona: Butter la light which either party may constitutely licensed person (c) Flood Zona: Butter la light which either party may constitutely licensed person (c) Flood Zona: Butter la light which either party may constitutely licensed person (c) Flood Zona: Butter la light which either party may constitutely licensed person (c) Flood Zona: Butter la light which either party may constitutely licensed person (c) Flood Zona: Butter la light which either party may constitutely licensed person (c) Flood Zona: Butter la light which either party may constitute la light which either
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	98	test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to radon testing may be level to an acceptable EPA level, falling which either party may cancel this Contract.  (c) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood in the event of casualty. If the Property is in a Special Flood and what restrictions apply to improving the Property and extract.
	89	cone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the building Effective Date failure to the property and rebuilding the Property and Propert
	100	in the event of casualty, if the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the building Effective Date, failing which Buyer accepts the existing separate by delivering written notice to Salier within 20 date.
	101	Officers in Printing flood elevation. Buyer research Area or Coastal High Harris and Printing and rebuilding
	102	Life Using which Buyer scropps they bender this Contract by delivering within action Area and the buildings are built
	103	below the minimum flood elevation, Buyar may cancel the Contract by delivering written notice to Selier within 20 days from Summary is attached and selevation of the buildings are built (d) Homeowners' Association; if membership in a byten of the buildings and zone designation of the Property and rebuildings are built (d) Homeowners' Association; if membership in a byten of the buildings and zone designation of the Property.
	104	Effective Date, failing which Buyer nav cancel this Contract by delivering written notice to Seller within 20 days from (d) Homeowners' Association: If membership in a homeowners' association of the buildings and zone designation of the Property.  BUYER HAS RECEIVED AND READ THE DISCLOSURE SHOULD NOT SIGN THIS CONTRACT UNDER CONTRACT
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	108	summary is attached and incorporated into this contract. Buyer should not signation of the Property.  BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.  Gel PROPERTY TAX DISCLOSURE SUMMARY. BLYER SHOULD NOT SIGN THIS CONTRACT UNTIL
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	107	(e) PROPERTY TAX DISCLOSURE SUMMARY.  TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASESSMENTS OF THE VALUATION, CONTACT THE COUNTY PROPERTY APPEARS. IF YOU HAVE ANY QUESTIONS CONTACT THE COUNTY PROPERTY APPEARS. IF YOU HAVE ANY QUESTIONS CONTACT THE COUNTY PROPERTY APPEARS.
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•	117	VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.  (1) Mold: Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to suppose the county indoor sir quality specialist or other appropriate professional.
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8. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Selier will provide access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections, return the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion. If Selier, using best efforts, is unable to complete required repairs or treatments prior to closing, Selier will give Buyer a credit at closing for the cost of the repaire Seller was obligated to make. At closing. Seller will assign all assignable repair and treatment contracts to Buyer and provide Buyer with paid receipts for all work done on the Property pursuant to the (a) Warranty, Inspections and Repair. 121 122

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(1) Warranty: Seller warrante that non-leased major appliances and heating, cooling, machanical, electrical, security, sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and that torn or missing pool cage and screen room screens and missing roof files will be replaced. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted from a defect in a warranted item. Beller is not obligated to bring any Item into compliance with existing building code regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which the item was designed to operate and "cosmetic conditions" means agathetic imperfections that do not affect the working condition of the item, including plitted marcite; missing or torn window acreens; togged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments; nail holes, scratches, dents, scrapes, chips and cauliding in bathroom ceiling/walls/flooring/tile/fixtures/mirrors; cracked roof tiles; curling or worn shingles; and minor cracks in floor tilea/windows/driveways/eldewalks/pool decks/garage and patio floors.

(2) Professional Inspection: Buyer may, at Buyer's expense, have warranted items inspected by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to Seller. If Buyer falls to deliver timely written notice, Buyer weives Beller's warranty and accepts the items listed in subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement. (3) Repair: Seller will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items

into the condition warranted, up to the Repair Limit. Seller may, within 5 days from receipt of Euyer's notice of items that are not in the condition warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the first and second inspection reports differ and the parties cannot resolve the differences. Buyer and Seller together will choose, and equally aplit the cost of, a third inspector, whose written report will be binding on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to Seller not exceeding the Repair Limit and accepts the balance of

(b) Wood-Destroying Organisms: "Wood-destroying organism" means arthropod or plant life, including termities, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences. Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed past control business to determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5 days from the date of the inspection. If Seller previously treated the Property for wood-destroying organisms, Seller does not have to treat the Property again if (i) there is no visible live infestation, and (ii) Seller transfers a current full treatment warranty to Buyer at closing. Otherwise, Saller will have 5 days from receipt of the inspector's report to have reported damage estimated by a licensed building or general contractor and controllive treatment estimated by a licensed pest control business. Setter will have treatments and repairs made by an appropriately licensed person at Seller's expense up to the WDO Repair Limit. If the cost to treat and repair the Property exceeds the WDO Repair Limit, either perty may pay the excess, falling which either party may cancel this Contract by written notice to the other. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard to wood-destroying organism infestation and damage, subject to the maintenance requirement.

(c) Walk-through inspection: Buyer may walk through the Property solely to verify that Seller has made repairs required by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through inspection. If Buyer falls to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

9. RISK OF LOSS: If any portion of the Property is damaged by fire or other casualty before closing and can be restored within 168 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense, 167 restors the Property and the Closing Data will be extended accordingly. Saller will not be obligated to replace treas, if the restoration cannot be completed in time, Buyer may accept the Property "as is", in which case with Saller will credit the description and seed to the Description of the Des 160 169 deductible and assign the insurance proceeds, if any, to Buyer at closing in such amounts as are (i) attributable to the Property 170 and (ii) not yet expended in making repairs, felling which either party may cancel this Contract. If the Property is a condominium, this paragraph applies only to the unit and limited common elements appurtenent to the unit; if the Property is in 179

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10. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or 176 177

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in Sellet in accordance with current title standards adopted by the Florida Ber, subject only to the following title exceptions, none of which prevent residential use of the Property: covenants, pasements and restrictions of record; matters of plat; existing zoning and government regulations; oll, gas and mineral rights of record if there is no right of entry; current texes; mortgages that Buyer will assume; and encumbrances that Seller will discharge at or before closing, Seller will, at least 2 days prior to closing, deliver to Buyer Seller's choice of one of the following types of this evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). Seller will use option (1) in Palm Beach County and option (2) in Marni-Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for relasuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format acceptable to Buyar's closing agent from the policy effective date and cartified to Buyar or Buyer's closing agent. together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later then closing, of any defects that make the title unmarketable. Seller will have 30 days from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date or within 10 days from Euyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to ours the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and deliver written notice to Selfer, within 5 days from receipt of survey but no later than closing, of any encroschments on the Property, encroschments by the Property's improvements on other lands or deed restriction or zonling violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Selliar's obligations will be determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal construction control line, Saller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the property, unless Buyer weives this requirement in writing.

# **MISCELLANEOUS**

11. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or eigns the latest offer. Time is of the essence for all provisions of this Contract. All time periods will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will and at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

- 12. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's fallure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, document or Item given to or received by an attorney or Broker (including a transaction broker) representing a party will be as effective as if given to or by that party.
- 219 13. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initiated and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically are or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms 224 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. Buyer and Seller will use diligence and good faith in performing all obligations under this Agreement. This Contract will not be recorded in any public records.
- 14. ASSIGNABILITY; PERSONS BOUND: Buyer may not assign this Contract without Sellier's written consent. The terms "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, **228** personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

231 15. DEFAULT: (a) Seller Default: If for any reason other than fellure of Seller to make Seller's title marketable after diligent effort, Seller DEFAULT AND DISPUTE RESOLUTION 233 1648, refuses or neglecte to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to 234 Buyer [20] (\_\_\_\_\_) and Sellem \_\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

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295 brokerage fee. (b) Buyer Default: if Buyer falls to perform this Contract within the time specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 60% of all deposits paid and agreed to be paid (to be split equally among cooperating brokers except when closing does not occur due to Buyer not being able to secure Financing after providing a Commitment, In which case Broker's portion of the deposits will go solely to the listing broker) up to the full amount of the brokerage fee. 241

16. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) Disputes concerning entitiement to deposite made and agreed to be made: Buyer and Seller will have 30 days from the date conflicting demands are made to attempt to readive the dispute through mediation, if that talls, Escrow Agent will submit the dispute, if so required by Florida law, to Escrew Agent's choice of erbitration, a Florida court or the Florida Real Estate Commission. Buyer and Seller will be bound by any resulting award, judgment or order.

(b) All other disputes; Buyer and Seller will have 30 days from the date a dispute sides between them to extempt to resolve the matter through mediation, falling which the parties will resolve the dispute through nautral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the prester weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee or firm named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an imparitial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties, Each party to any erbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally

ESCROW AGENT AND BROKER

17. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in eacrow and, 263 subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, 524 including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of ascrowed 265 items to Buyer or Seller, unless the misdelivery is due to Escribw Agent's willful breach of this Contract or gross negligance. If Escribw 286 Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover 267 reasonable attorneys' teas and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in 288 favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate. 269

18. PROFESSIONAL ADVICE; BROKER LIABILITY Broker advises Buyer and Seller to verify all facts and representations that are 270 important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the 271 effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tex, property 279 condition, environmental and other specialized advice. Buyer advocated as that Broker does not reside in the Property and that all 274 representations (oral, written or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely 274 solely on Seller, professional inspectors and governmental agencies for verification of the Property condition, equera footage 275 and facts that materially affect Property value, Buyer and Seller respectively will pay all coats and expenses, including reasonable 278 attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising 277 from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release 278 Broker and Broker's officers, directors, agents and employees from all flability for loss or damage based on (1) Buyer's or Selfer's ·27g misstatement or fallure to perform contractual obligations; (2) Broker's performence, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, RS., as amended, including Broker's referral, recommendation or retention 281 of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each 282 assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory 283 obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

19. BROKERS: The licenses(e) and brokerage(s) named below are collectively referred to as "Broker." Instruction to Closing 285 Agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage tees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent, will disburse brokerage fees as Indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by

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363- (	Dates	E MIRTINEZ	
3841	Phone	Seller	
385 1	Phone:	Print name: Address:	
444 1	EX.	Address:	
206. [	E-mail:		
357			
	" O-there -	COLINE	
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3700	Essentin mi alala	COUNTER OFFER/HEJECTION  accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy	
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71	Buyer (TC) and Seller	) achain of the line offer;	
Or Or	y specific transaction. This attended inde	Brand/Association of Branch of a copy of this page, which is Banc 7 and 9	
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	- Lact Lactor	acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.  EspeciAssociation of Reurons make no representation as to the legal validity or adequacy of any provision of this form in thousand in complex transactions or with extensive idem or additions. This form is evaluable for use by the association of Paucos, Paucon is a registered collective membership mark that may be used only by roal estate.  Code) totald the unauthodoed reproduction of bisnic forms by any means including sections or computersed forms.  All Flights Reserved	•
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ADMINISTRATIVE COMPLAINT

PAGE

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The following provisions a between	re made a part of the Oc BRIB E.M	Intract for Sale and I	Purchase or Residentia	Sale and Purchase Contra
	10,00	CAPOIE		(Seller) ar
concerning the Property le	ocated at _ /4.3/	Se 13 ST,	41 Ail & 3	3/45 (Buy
1. Buyer, at Buyer's exp	ense, may have a quali he Effective Date ("Molt	ied professional cor I Inspection Period	idual an inspection of t ).	he Property for mold within
	alble for prompt paymer n such inspections. This	nt for such inspectio provision shall surv	ns and repair of damag	ge to and restoration of the
3. In the event the mold, a to remove the mold, a πotics of such election the Contract, the depo	inspection reveals a sign ta cost which exceeds a no later than 48 bours	ulfloant presence of Buy	mold in the Property, v or may cancel the Con a Mold Inspection Peri	which requires professional tract by delivering written od. If Buyer timely cancels aller shall be released from
4. If Buyer falls to conduction timely notify the Seller presence of mold in the	et the inspection permitte of Buyer's intent to cenc	ed in this Paragraph of this Contract or If	or having conducting the mold inspection do	

exceeds the sum spendied in Paragraph 3 above. Buyers may not terminate this Con	ntract purauant to this Addandum
Soller: Mwg 6. Halley 1. Maria Martine Soller:	20ate: 09/07/06
(signification)	Date:
Buyer - DipAchfore 1 - 101DA CAPOTE	Date: 8/28/06
Buyer: [signature]	Date:

SEP-06-2006 TUE 01:07 PM

P, 12

FAX NO.

	RVAS01 <b>OF:</b>	Rivas Realty	<b>RE1 - SII</b> of Florida, Inc.			AREA: 4		AZON:		ast Florida N STATUS: C
D: #1631 SW 13 ST					CITY:	MIAMI	RP:	LLP:		<b>LP:</b> \$390,000
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BTH: ITER: CLOS-CAB FOUIP: DRYER ELECTION: ITER: FENCE FRUITEST: BDV: NONE AT: CENTRAL ELITORIST CONV R: N	TTREE OPENPO  EC EC TOA: N TXYR: 2005  LS: Anthony 2A: Theresa ON:  COTB: 3% SHOW: LB) STATUS CHI PRICE CHNO	TAX:  TAX:  Rivas Ortego  CX-NOAPPT NG: 08/20/ G: MENT OF 1/1. P.  SZ:  DN SP SP	TV-ANTEN  M SF W  FEE: CITY/CNTY PC  CONR: 3%  /06 OF ATIO. FENCED, IF MI  f: ID: ID: ID2:	AINT: PRINK: TR: MUNIC  OSS: FUN APH 2AG ON# PHO VAR  OK / RIG LP: \$ RON BARS. C	CIPL  IDING  1: 305-3  3: 305-3  #:  DTO: SI  R: N  ADV: Y  3390,000  CEDAR W  FURN: SS: SS2:	297-7819 785-5607 D3-8 VT: JA: LD:	SEWER:  IME:  DSETS, VACAN  BRAND:  CD:	MUNICIF DAV DMV OPH: FAX: 2PH: WD:	Q FT:  CABI PL /SOH: //ASV: TM: IDX: 305-26 305-29  BRD: XD: L1: L2: SEE IT YO	HOPA:  0  LEAVL:  ×\$196,587  Y 7-6789 × 0 7-3013 7-7819  M

o. Type of Loan				
1. FHA 2. FmH. 4. V.A. 5. Conv	d to give you a statement of	6. File Number cg06-408 ctual settlement costs.	7. Loan Number 4701107562 ID: Amounts paid to and by the settlen	8. Mortg. Ins. Case Num
	re paid outside the closing; th	ey are shown here for i	Amounts paid to and by the settlen informational purposes and are not	nent agent are shown, Items
D. NAME OF BORROWER: Address of Borrower:	Gleen Cabezas, a single ma 1631 SW 13 Street, Miami,	an		included in the totals.
E. NAME OF SELLER: Address of Seller:	Maria Esther Martinez, a sin	ngle woman		
F. NAME OF LENDER; Address of Lender;	Fieldstone Mortgage Compa 11000 Broken Land Parkwa	y, Suite 600, Columbia,	Maryland 21044	TIN:
G. PROPERTY LOCATION:	1631 SW 13 Ave, Miami, Flo	orida 33145		
H. SETTLEMENT AGENT: Place of Settlement:	Cristina Gomez, P.A. 6043 N.W. 167th Street, Sui	ite A-16, Miami Lakes. I	Florida 33015	TIN: 56-2419635

DISBURSEMENT DATE: 9/29/06

J. Summary of borrower's transaction 100. Gross amount due from borrower:		K. Summary of seller's transaction	
101. Contract sales price		400. Gross amount due to collec-	
102. Personal property	500,000.00	401. Contract sales price	500,000.0
103 Settlement character to be		402. Personal property	300,000.0
103. Settlement charges to borrower (Line 1400)	25,203.14		
105.		404.	
		405.	
Adjustments for items paid by seller in advance:  106. City/town taxes		Adjustments for items paid by seller in advance:	P
107. County taxes		406. City/town taxes	
108. Assessments		407. County taxes	·
109.		408. Assessments	<del></del>
110.		409.	<del></del>
111.		410.	
112.		411.	
		412.	
120. Gross amount due from borrower:	525,203.14	420. Gross amount due to seller:	<del></del>
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	500,000.0
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	425,000.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	27,288.5
204. Principal amount of second mortgage	72,528,55	504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	90,254.0
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Deposits rieid by seller	
208.		507. Principal amt of mortgage held by seller 508.	
209. Seller's Contribution to closing costs	40.745.00		
Adjustments for items unpaid by seller:	19,745.92	509. Seller's Contribution to closing costs	19,745.9
210. City/town taxes		Adjustments for items unpaid by solfer: 510. City/town taxes	
211. County taxes from 01/01/06 to 09/29/06	3 028 67		
212. Assessments	5,020.07	511. County taxes from 01/01/06 to 09/29/06	3,028.6
213.		512. Assessments	
214.		513.	
215.	ļ	514.	
216.		515.	
217.		516.	
218		517,	
219.		518.	
		519.	
220. Total paid by/for borrower:	520,303.14	520. Total reductions in amount due seller:	140,317.1
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	140,317.
101. Gross amount due from borrower (line 120)	525,203.14		500,000.0
02. Less amount paid by/for the borrower (line 220)	(520,303.14)		(140,317.1
03. Cash ( 🗹 From 🔲 То ) Волтоwer.	4,900.00		359,682.8

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

4/40

EXHIBIT # 12	COMPLAINT
PAGE PoubleTime®	OF

Phone: 305-824-1505

I. SETTLEMENT DATE:

9/29/06

Total Sales/Brokers Com. bas	ed on price \$500,000.00 @	% = 23,400.00	Paid from	,	
01. 11,700.00	% to Vizcaya Realty of Miami, Inc.		Borrower's Funds at		
02. 11 300.00	% to Rivas Realty of Florida, Inc.		Settlemen		
03. Commission paid at settlemen				23,400.00	
04. Processing Fee (0). Items payable in connection v	to Vizcaya Realty/Rivas Realty	of Miami	395.		
01. Appraisal Fee	% to NDF APPRAISALS, INC.		OCSeller POC	130.00	
02. Loan discount	% to	550.0	0		
03. Wiire Fee	to Fieldstone Mortgage Compa	nv			
104. Flood Determination	to Fieldstone Mortgage Compar			.00	
i05. Lender's inspection fee	to			.50	
106. Mortgage insurance application				+	
107. Tax Service Fee 108. Mortgage Broker Fee	to Fieldstone Mortgage Compa		65.	.00	
109. Underwriting Fee	to Latin Mortgage Investments	Group, Inc.	5,000.		
310.	to Fieldstone Montgage Compa	ny	799.	.00	
311.	to				
900 Items required by lender to be	paid in advance:				
301. Interest from	09/29/06 to 10/01/06 @ 87,0700	/day	OCSeller POC 174.	14	
302. Mortgage insurance premium	for months to		174.	14	
303. Hazard insurance premium for	1 years to Flamingo Insurance Ass	ociates	2,774.	00	
304. Flood insurance premium for 305.	years to				
1000. Reserves deposited with len	years to				
1001. Hazard insurance	months @		OCSeller POC		
1002. Mortgage insurance	months @	per month  per month			
1003. City property taxes	months @	per month			
1004. County property taxes	months @	per month		+	
1005. Annual assessments 1006. Flood insurance	months @	per month			
1007.	months @	per month			
1008.	months @	per month			·
1009. Aggregate accounting adjust	ment months @	per month			
1160. Title charges:		8-200-2-5	002-9-502		
1101. Settlement or closing fee	to Cristina Gomez, P.A.	Bonower+-	OCSerer POC 350.	00	
1102. Abstract or title search	to Cristina Gomez, P.A.			250.00	•
1103. Title examination	to Cristina Gomez, P.A.		275.		
1104. Title insurance binder 1105. Document preparation	to Professional Title Examiners	, Inc.	240.	.00	
1106. Notary fees	to				
1107. Attorney's Fees	to to				
(includes above Item numbe	to				
1108. Title Insurance	to Cristina Gomez, P.A.				•
(includes above item number	ers:		2,600.	.00]	•
1109, Lender's coverage (Premium					
1110. Owner's coverage (Premium	): \$500,000.00 (\$2,575.00)				
1111. Endorse: 6-25;8.1-25;BME-2 1112. Courier/Fed Express			335.	.00	
1113. Lien Letters	to Fedex		100.	.00 55.00	
1200. Government recording and t	to Rapid Lien			120.00	
1201. Recording fees	Deed \$18.50 Mortgage(s)	\$245.00 Releases	\$10.50 202	50 (0.50	
1202. City/county tax/stamps	Deed Mortgage(s)	\$2,000.00	\$18.50 263 2,000		
1203. State tax/stamps	Deed \$3,000.00 Montgage(s)	\$2,750.00	2,750		
1204.	to		2,730	.00 3,000.00	
1205. 1300 Additional settlement charge	to			<del></del>	
1301. Survey	to Global Dimensions	Berrower P	OCSaller BOC		
1302. Recertification	to Cristina Gomez, P.A.		410		
1303. Broker Proessing Fee	to Latin Mortgage Investments	Group, Inc.	300		
1304. Courier Fee to Broker	to Latin Mortgage Investments	Group, Inc.	560		
1305. Broker Aplication Fee	to Latin Mortgage Investments		500		
1306. Policies/Post Closing	to Policies & More, Inc.		300		
1307. Water hold 1308. 2006 Taxes	to Miami Dade Water & Sewer			250.00	
1308. 2006 Taxes 1309.	to Miami Dade County Tax Coll	lector	4,800		
1400. Total scittement charges					
Enter on lines 103, Section J and	502. Section K )				
have carefully reviewed the HUD-1 Set	lement Statement and to the best of my knowledge i further certify that I have received a copy of the H	and belief, it is a true and accurate sta IUD-1 Settlement Statement.	25,203 stement of all receipts and dis	.14 27,288.50 sbursements made on	•
Gleen Cabezas	Borrower	Maria Esther Martinez		Seller	
	Borrower				1
				Seller	111 6
he HUD-1 Settlement Statement which	I have prepared is a true and accurate account of t	this transaction I have covered as well-	Paries the find-1-1		The Hard
		I move council, or Will C			1/4/1
Cristina Gomez, P.A.			AU	MINISTRA	HIVE COMPLANT
As Its Authorized Representative					7
VARNING: It is a crime to knowledy ma	ke foles et tempet to the thinks	Anti other similar fam. 5	i Xi	118IT #_	<u> La companya de la c</u>
<b>.</b>	The state of the occupie to the		conviction can include a	@ @oubleTime®	$\nu$ of
3298 p 2/2	'N · · · ·	CRISTINA.GOMEZ.P.A.		67 -deg	NAMES OF THE PROPERTY OF THE P