

**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**

FILED
2009 JUN 23 A 10:39
DIVISION OF
ADMINISTRATIVE
HEARINGS

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, Leon County, Florida. After a review of the complete record in this matter, including 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)(l), 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)(l), 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.

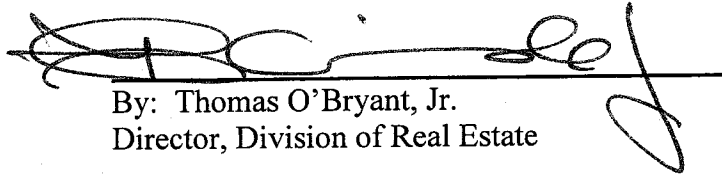
WHEREFORE, it is hereby **ORDERED** and **ADJUDGED** that:

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 15 day of June, 2009.

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 22nd day of June, 2009.

Brandon M. Nichols

7006 1140 0004 0276 3942

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OFFICIAL USE

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Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To
Larry J. Sartin
 Street, Apt. No.:
1230 Apalachee Parkway
 City, State, Zip:
Tallahassee, FL 32309

PS Form 3800, August 2006 See Reverse for Instructions

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
2008013852
2008013809
2008013812
2007034325

ROSA FERNANDEZ,

Respondent.

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.

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 17th 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

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

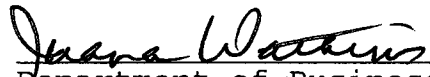
Based upon the foregoing, Respondent is guilty of failure to preserve and make available to the Petitioner, all books, records, and supporting documents and failed to keep an accurate account of all trust fund transactions in violation of Rule 61J2-14.012(1), Florida Administrative Code and Section 475.5015,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

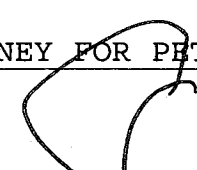
period not to exceed ten (10) years, imposition of an administrative fine of up to \$5,000 for each count or offense; imposition of investigative costs; issuance of a reprimand; imposition of probation subject to terms including, but not limited to, requiring the licensee, registrant or permittee to 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 permittee 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

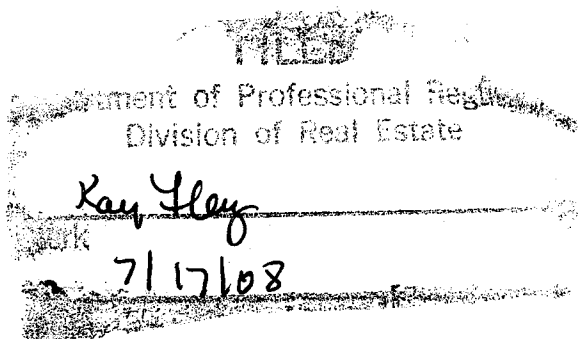
Administrative Code Rule 61J2-24.001.

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


Division of Professional Regulation
Division of Real Estate
Kay Gley
7/17/08

/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.

RE1 - SINGLE FAMILY RESIDENTIAL

Southeast Florida MLS

ML: D868414 BC: VZCR01 OF: VIZCAYA REALTY OF AREA: 41 AZON: STATUS: CS
AD: 1827 SW 18 AV CITY: MIAMI RP: LLP: LP: \$285,000
CT: DADE F#: 01-41-10-046-0140 ZIP: 33145 GEOAR: ZN: S-GEN STYLE: R31 #1: 1
LG: AMD PLAT VENICE HEIGHTS PB 29-69 S54FT 0

MC: 1 TN: 41 SE: 10 SD: 46 PN: 140 MAP: S15 ST: FL TYPE: / SINGLE
DV: SN: VENICE HGTS AMD MN:

LA: 1,036 TA: 1,036 YR: 1935/ RS CONV: BED: 2 FBATH: 2 HBATH: 0

GARAG: 0 CPT: 0 WF: FACE: E F\$:
PARK: DRIVEWAY PARK RESTR:
LT: 54 x 98 SF: 5,292 LOTDS: 0-1/4ACR
WTRFR: N VIEW: OTHER
WTRAC: DESGN: ATTACH/ 1STORY ES:
CONST: CBS ROOF: BARREL MS:
FLOOR: WOOD DINE: HS:
ROOMS: FLORIDA
POOLS: Y/ BELOWGRD PL: 13X 8 SPA:

REM: DESIRABLE HOME IN EXCELLENT SHENANDOAH AREA, OLD SPANISH STYLE, FLORIDA ROOM AND POOL. OWNER RELOCATED. CLOSE TO XWAY AND BUSES. FIREPLACE, HARDWOOD FLOORS. WON'T LAST!!!

DIR:

BRK-REM:

LV: DR: DA: KT: FR: FL: PR:
MB: 2B: 3B: 4B: 5B: DN: PB:
BEDRM: MBRGRND UR: CF: 0
MSBTH: PETS:
INTER: FIREPLACE WALKCLOS
EQUIP: DRYER RANGE-E REFRIG WASHER
WNDW: OTHER RESTR: NONE HOPA:
EXTER: FENCE LIGHTING
GUEST: GUEST SQ FT: 0
SUBDV: PUBLICRD MAINT:
HEAT: CENTRAL SPRINK: CABLEAVL:
COOL: CENTRAL WTR: MUNICIPL SEWER: MUNICIPL

TRMCONS: CONV LSEPURCH SLRPAYCC ASSUME: DAV/SOH: \$106,427

MPR: N TOA: N FEE: DMV/ASV:
TX: \$2,569 TXYR: 2002 TAX: HOMESTEAD TM:

SPEC: POSS: FUNDING IDX: Y
LPID: 03000310 LS: ROSA FERNANDEZ APH: 305-857-0112 OPH: 305-857-0112
2PID: 2A: ZAG: FAX: 305-858-1103
LTY: ER ON: ON#: 2PH:
URL: PHOTO: 1TAKE WD:

EMAILA: VT:
COBA: 2.5 COTB: 2.5 CONR: 0 VAR: N JA: BRD: D
OCCUP: OWNER SHOW: 24HRNOTICE LD: 10/24/03 XD:
PREV STATUS: PS STATUS CHNG: 08/04/05 OK ADV: L1:
PREV\$: \$260,000 PRICE CHNG: 02/11/04 ORIG LP: \$299,000 L2:

INet: Y/DESIRABLEHOME IN EXCELLENT SHENANDOAH AREA. OLD SPANISHSTYLE, FLORIDA ROOM AND POOL. OWNERRELOCATED, CLOSE TO XWAY AND BUSES.

MOBILE HOME DECAL: SZ: S#: BRAND:

FEEINCL: MISC:
PD: 02/13/04 CONTING: DM: 112 FURN: U CD: 08/04/05 SP: \$299,000
ECD: 08/04/05 CB: VZCR01 SPID: 03000310 SS: Rosa Fernandez S1:
TR: CONV SPID2: SS2: ADMINISTRATIVE COMPLAINT

(c) 2007 -- Southeast Florida MLS -- INFORMATION IS BELIEVED ACCURATE BUT IS NOT WARRANTED 05/08/07 09:54 AM

Property Details

For Property Located At
1827 SW 18th Ave
Miami, FL 33145-1453
Miami - Dade County

 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 171110-3956 0296 1 Victor Yanez Or 18684-0298 06 1999 1 Gerardo Martin Or 21025-4865 01 2003 1 Alfredo Romero Coc 22459-3803 06 2004 1
Tax Year:	2006	Folio #:	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 Ft:	\$308.99

ADMINISTRATIVE COMPLAINT

EXHIBIT # 2

5/8/2007 *1/8*

PAGE 1 OF

54 and up to \$ 0 or 0 % (1.5% if left blank) of the purchase price for wood-destroying organism
55 treatment and repairs ("WDO Repair Limit"); Other: _____

56 (b) **Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing
57 statements; loan expenses; lender's title policy; inspections; survey; flood insurance; Other: _____

58 (c) **Title Evidence and Insurance: Check (1) or (2):**

59 (1) The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment. Seller Buyer will select the title
60 agent. Seller Buyer will pay for the owner's title policy, search, examination and related charges. Each party will
61 pay its own closing fees.

62 (2) Seller will provide an abstract as specified in Paragraph 10(a)(2) as title evidence. Seller Buyer will pay for
63 the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax
64 search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and
65 closing fees.

66 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with
69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

70 (e) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full
71 amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment if
72 an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and Buyer will pay all
73 other amounts.

74 (f) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require
75 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

76 (g) **Home Warranty:** Buyer Seller N/A will pay for a home warranty plan issued by _____ at a
77 cost not to exceed \$ _____. A home warranty plan provides for repair or replacement of many of a home's mechanical
78 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

79
80 **PROPERTY CONDITION**

80 **6. INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by _____
81 _____ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection
82 by _____ (at least 5 days prior to closing, if left blank); and the walk-through inspection on the
83 day before Closing Date or any other time agreeable to the parties; and the survey referenced in Paragraph 10(c) by
84 _____ (at least 5 days prior to closing if left blank).

85 **7. REAL PROPERTY DISCLOSURES:** Seller represents that Seller does not know of any facts that materially affect the value
86 of the Property, including but not limited to violations of governmental laws, rules and regulations, other than those that Buyer
87 can readily observe or that are known by or have been disclosed to Buyer. Seller will have all open permits (if any) closed out
88 with final inspections completed, no later than 5 days prior to closing.

89 (a) **Energy Efficiency:** Buyer acknowledges receipt of the energy-efficiency information brochure required by Section 553.996,
90 Florida Statutes.

91 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
92 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and
93 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be
94 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person
95 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon
96 level to an acceptable EPA level, failing which either party may cancel this Contract.

97 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood
98 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding
99 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built
100 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from
101 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

102 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure
103 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL**

104 **BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

105 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY
106 TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT
107 TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE
108 PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING
109 VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

110 (f) **Mold:** Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to
111 susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

112 Buyer ([Signature]) and Seller ([Signature]) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.
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113 8. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until
114 closing, 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,
116 return the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its
117 completion. If Seller, using best efforts, is unable to complete required repairs or treatments prior to closing, Seller will give
118 Buyer a credit at closing for the cost of the repairs Seller was obligated to make. At closing, Seller will assign all assignable repair
119 and treatment contracts to Buyer and provide Buyer with paid receipts for all work done on the Property pursuant to the
120 terms of this Contract.

121 (a) Warranty, Inspections and Repair:

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

134 (2) Professional Inspection: Buyer may, at Buyer's expense, have warranted items inspected by a person who
135 specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida
136 license to repair and maintain the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the
137 Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the inspector's
138 written report, if any, to Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts
139 the items listed in subparagraph (a) in their "as is" condition, except that Seller must meet the maintenance requirement.

140 (3) Repair: Seller will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items
141 into the condition warranted, up to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items
142 that are not in the condition warranted, have a second inspection made by a professional inspector and will report
143 repair estimates to Buyer. If the first and second inspection reports differ and the parties cannot resolve the differences,
144 Buyer and Seller together will choose, and equally split the cost of, a third inspector, whose written report will be
145 binding on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, Seller will have the
146 repairs made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items
147 exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or Buyer
148 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.

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

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

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

174 Buyer ([Signature]) and Seller ([Signature]) acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.
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175

TITLE

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

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

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

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

195 (b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of
196 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from
197 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects
198 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing
199 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
200 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of
201 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

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

MISCELLANEOUS

208
209 11. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the
210 latest offer. Time is of the essence for all provisions of this Contract. All time periods will be computed in business days (a
211 "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday,
212 Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local
213 time (meaning in the county where the Property is located) of the appropriate day.

214 12. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure
215 to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will
216 render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice,
217 document or item given to or received by an attorney or Broker (including a transaction broker) representing a party will
218 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
220 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.
221 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound.
222 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. 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
225 unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in
226 performing all obligations under this Agreement. This Contract will not be recorded in any public records.

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

DEFAULT AND DISPUTE RESOLUTION

230
231 15. DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller
232 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to
233 seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the
234 Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages INT

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235 brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits,
236 Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as
237 per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among
238 cooperating brokers except when closing does not occur due to Buyer not being able to secure Financing after providing a Commitment,
239 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
241 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

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

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

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

262 **ESCROW AGENT AND BROKER**

263 **17. ESCROW AGENT:** Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and,
264 subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract,
265 including disbursing brokerage fees. 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
267 Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover
268 reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in
269 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
271 important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the
272 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
275 solely on Seller, professional inspectors and governmental agencies for verification of the Property condition, square footage
276 and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable
277 attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising
278 from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller 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
280 misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task
281 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
283 assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory
284 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
287 brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has
288 retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse
289 brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by
290 Seller or listing broker to cooperating brokers.

291 Buyer ([Signature]) and Seller ([Signature]) acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.
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349 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

350

OFFER AND ACCEPTANCE

351 (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)
352 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy
353 delivered to Buyer no later than _____ a.m. p.m. on _____, this offer will be revoked
354 and Buyer's deposit refunded subject to clearance of funds.

355 Date: 4-18-05 Buyer: [Signature]
356 Print name: _____

357 Date: _____ Buyer: _____

358 Phone: _____ Print name: _____

359 Fax: _____ Address: _____

360 E-mail: _____

361 Date: _____ Seller: Isaac Moncarz
362 Print name: _____

363 Date: _____ Seller: [Signature]

364 Phone: _____ Print name: _____

365 Fax: _____ Address: _____

366 E-mail: _____

367

COUNTER OFFER/REJECTION

368 Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy
369 of the acceptance to Seller by 5:00 p.m. on APR 20 05). Seller rejects Buyer's offer.

370 Effective Date: 4/20/05 (The date on which the last party signed or initialed acceptance of the final offer.)

371 Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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ADMINISTRATIVE COMPLAINT

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292: ROSA FERNANDEZ
293: Selling Sales Associate/License No.

VIZCAYA REALTY OF MIAMI
Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) \$16,350
FLAT FEE

294: GEORGIA CORBIN
295: Listing Sales Associate/License No. 670284

COLDWELL BANKER
Listing Firm/Brokerage fee: (\$ or % of Purchase Price) \$16,350
FLAT FEE

- 296
- 297 20. ADDENDA: The following additional terms are included in addenda and incorporated into this Contract (check if applicable):
- 298: A. Condo. Assn. H. As is w/Right to Inspect O. Interest-Bearing Account V. Prop. Disclosure Stmt.
- 299: B. Homeowners' Assn. I. Inspections P. Back-up Contract W. FIRPTA
- 300: C. Seller Financing J. Insulation Disclosure Q. Broker - Pers. Int. in Prop. X. 1031 Exchange
- 301: D. Mort. Assumption K. Pre-1978 Housing Stmt. (LBP) R. Rentals Y. Additional Clauses
- 302: E. FHA Financing L. Insurance S. Sale/Lease of Buyer's Property Other MCLD ADDENDUM
- 303: F. VA Financing M. Housing Older Persons T. Rezonage Other
- 304: G. New Mort. Rates N. Unimproved/Ag. Prop. U. Assignment Other

305 21. ADDITIONAL TERMS:

306 (a) Pursuant to Section 475.42 (1)(i) Fla. Stat. Seller and Buyer hereby grant Broker the right to place a lien on the

307 Property to ensure payment of services rendered. For purposes of this paragraph, Broker will be treated as a party to

308 this contract.

309 (b) In addition to any brokerage fee noted in paragraph 19, Coldwell Banker Residential Real Estate, Inc. will collect

310 \$295 brokerage fee from its Buyer(s) and/or Seller(s) as set forth in the Buyer's Disclosure and Information Form and/or

311 Seller's Listing Agreement.

312 (c) Buyer and Seller agree that Coldwell Banker, if acting as escrow agent, will deposit the escrowed funds in a non-

313 interest-bearing account with a financial institution chosen by Coldwell Banker and that the financial institution Coldwell

314 Banker or any of its related companies may obtain a direct or indirect benefit in connection with such deposit.

315 (d) Buyer should not execute this contract until the Buyer has received and read the disclosure summary if required

316 by section 720.401, Florida Statutes which, if required is incorporated into this contract. IF THE DISCLOSURE

317 SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE

318 PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE

319 BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF

320 THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY

321 OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY

322 RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

324 SELLER TO CONTRIBUTE 3% OF SALE PRICE TOWARDS BUYER'S

325 CLOSING COSTS @ TIME OF CLOSING.

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330: ~~BUYER'S~~

331: ~~SIGNATURE~~

332: APPROVAL MUST BE MADE WITHIN 10 DAYS FROM EFFECTIVE DATE.

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348 Buyer (GK) and Seller (J.M.) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

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EXHIBIT #3

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1 The clauses below will be incorporated into the Contract between ISAC MONCARZ / TERESA MONCARZ (Seller)
2 and CARLOS DAMIAN (Buyer) concerning the Property described as _____
3 447 ARAGON AVE only if initialed by all parties.

4 **PROPERTY**

5 (M) (J.M.) H. As Is With Right to Inspect: This clause replaces Paragraphs 6 and 8 of the Contract but
6 does not modify or replace Paragraph 9. Paragraph 5(a) Repair and Termite Repair Limits are 0%. Seller makes no warranties
7 other than marketability of title. Seller will keep the Property in the same condition from Effective Date until closing, except for
8 normal wear and tear ("maintenance requirement"), and will convey the Property in its "as is" condition with no obligation to
9 make any repairs. Buyer may, at Buyer's expense, conduct professional and walk-through inspections as described below. If
10 Buyer fails to timely conduct any inspection which Buyer is entitled to make under this paragraph, Buyer waives the right to the
11 inspection and accepts the Property "as is." Seller will provide access and utilities for Buyer's inspections. Buyer will repair all
12 damages to the Property resulting from the inspections and return the Property to its pre-inspection condition. Buyer may, by
13 5 DAY ("Inspection Period") (within 10 days from Effective Date if left blank) make any and all
14 inspections of the Property. The inspection(s) will be by a person who specializes in and holds an occupational license (if required
15 by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected. Buyer may
16 cancel this Contract by written notice to Seller within 2 days (within 5 days if left blank) from the end of the Inspection Period if
17 the estimated cost of treatment and repairs determined to be necessary by Buyer is greater than \$ 1000. For the
18 cancellation to be effective, Buyer must include in the written notice a copy of the inspector's written report, if any, and treatment
19 and repair estimates from the inspector or person(s) holding an appropriate Florida license to repair the items inspected. Any
20 conditions not reported in a timely manner will be deemed acceptable to Buyer. Buyer may, on the day before Closing Date or
21 any other time agreeable to the parties, walk through the Property solely to verify that Seller has fulfilled the contractual
22 obligations. No other issues may be raised as a result of the walk-through inspection.

23 () () - () () I. Inspections (check as applicable)

24 (1) Self-Inspection: Buyer and Seller agree that unlicensed persons, including the parties themselves, may conduct
25 the inspections (except for Buyer's wood-destroying organism inspection) permitted in Paragraph 8 of the Contract or
26 Paragraph H of this Addendum. However, if the inspection findings differ and the parties cannot resolve the differences,
27 Buyer and Seller together will choose, and will equally split the cost of, a professional inspector as defined in Paragraph 8
28 of the Contract whose report will be binding on the parties.

29 (2) Right to Cancel Based on Inspection Results: Within the Inspection Period provided in Paragraph 6 of the
30 Contract, Buyer will, at Buyer's sole expense, complete any desired inspections of the Property in addition to those
31 referenced in Paragraphs 7 and 8(a)(2). If Buyer is for any reason unhappy with a condition of the Property noted in during
32 the inspection results, Buyer may cancel the Contract by delivering written notice to Seller along with a copy of the
33 inspection results within 2 days from the end of the Inspection Period, and Buyer will, at Buyer's sole expense,
34 immediately repair all damage resulting from Buyer's inspections and restore the Property to its pre-inspection condition;
35 this obligation will survive termination of the Contract. If the Contract is not cancelled, the parties' obligations remain as
36 specified in the Contract. This Paragraph does not modify or replace the rights and obligations of the parties under
37 Paragraph 9 of the Contract.

38 () () - () () J. Insulation Disclosure (New Homes Only): Insulation has been or will be installed in the new
39 residence as follows:

40 Location	Type	Thickness	Manufacturer R-Value
41 Interior Walls			
42 Flat Ceiling Area			
43 Sloped Ceiling Area			
44 Common Walls Between House & Garage			
45 Exterior Walls			
46 Other _____			

ADMINISTRATIVE COMPLAINT
EXHIBIT # 3
PAGE 7 OF 4
Page ____ of Addendum No. 25

5

The clauses below will be incorporated into the Contract between ISAAC MONCARGZ & TERESA MONCARGZ (Seller) and CARLOS DAMIAN (Buyer) concerning the Property described as 447 ANAGON AVE only if initialed by all parties:

() - () **K. Pre-1978 Housing Lead-Based Paint Warning Statement:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any 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 notify the buyer of any known lead-based paint hazards. A risk 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 "LBP" and lead-based paint hazards will be referred to as "LBPH."

(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 information, list all available documents pertaining to LBP/LBPH and provide documents to Buyer before accepting Buyer's offer)

(2) Lead-Based Paint Hazards Inspection: Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of LBP/LBPH unless this box is checked (Buyer may, within the Inspection Period, conduct a risk assessment or inspection for the presence of LBP/LBPH in accordance with the provisions of paragraph 8(a) or H. LBP/LBPH conditions that are unsatisfactory to Buyer will be treated as "warranted items" for purposes of paragraphs 8(a)(2) and (3) only).

(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. Licensee has notified Seller of Seller's obligations to provide and disclose information regarding lead-based paint and lead-based paint hazards in the property as required by federal law (42 U.S.C. 4852d) and is aware of his or her obligation to ensure compliance with federal lead-based paint law. Buyer, Seller and each licensee has reviewed the information above and certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Buyer	<u>[Signature]</u>	Date	<u>4/18/05</u>	Seller	<u>[Signature]</u>	Date	<u>4/18/05</u>
Buyer	<u>[Signature]</u>	Date	<u>4/18/05</u>	Seller	<u>[Signature]</u>	Date	<u>4/18/05</u>
Selling Licensee	<u>[Signature]</u>	Date	<u>4/18/05</u>	Listing Licensee	<u>[Signature]</u>	Date	<u>4/18/05</u>

() - () **L. Insurance:** (check whichever applies)
 (1) Homeowners Insurance: If Buyer is unable to obtain basic Homeowner or Fire and Hazard Coverage from a standard carrier or the Citizen's Property Insurance Corporation at a first year annual premium not to exceed \$ _____ or _____ % of the purchase price and/or flood insurance through the National Flood Insurance Program at a first year premium not to exceed \$ _____ or _____ % of the purchase price by _____ (no later than 5 days prior to Closing Date if left blank). Buyer may cancel the Contract by delivering written notice to the Seller.

(2) Flood Insurance: Buyer is notified that the Property is located in an area that: is a defined floodable area and flood insurance is required. was declared a flood disaster area after September 23, 1994 and received federal disaster relief assistance on the condition that flood insurance be obtained in accordance with applicable federal law. Buyer is 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 respect to the Property.

() - () **M. Housing for Older Persons:** Buyer acknowledges that the owners' association, developer or other housing provider intends the Property to provide housing for older persons as defined by federal law. While Seller 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 62 years of age and older. 55 years of age and older.

ADMINISTRATIVE COMPLAINT
EXHIBIT # 3

4/26

1 The clauses below will be incorporated into the Contract between ISAAC MONCARZ & TERESA MONCARZ (Seller)
2 and CARLOS DAMIAN (Buyer) concerning the Property described as _____
3 447 ARAGON AVE only if initialed by all parties:

4 - T. Rezoning: Buyer will have until _____ to obtain the following
5 zoning for the Property from the appropriate government agency: Zoning _____ for use of the Property as
6 _____ Seller will sign all forms
7 required by the government agency. Buyer will pay all costs associated with the rezoning application and proceedings. If
8 rezoning is not obtained, this Contract will terminate and Buyer's deposit will be refunded.

9 - U. Assignment: Seller agrees that Buyer may assign this Contract to _____
10
11 Buyer will deliver a copy of the assignment to Seller and will will not be released from the duty to perform this Contract.

12 170 - J.M. [Signature] V. Property Disclosure Statement: This offer is contingent on Seller completing, signing and
13 delivering to Buyer a written real property disclosure statement within 3 days from Effective Date. If the statement discloses any
14 material information about the Property that is unacceptable to Buyer, Buyer may cancel this Contract by written notice to
15 Seller within 3 days from receipt of Seller's written statement.

16 - W. Foreign Investment in Real Property Tax Act ("FIRPTA"): If a Seller is a "foreign person" as
17 defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 10% of the amount realized by the
18 Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The
19 primary exemptions are (1) Seller provides Buyer with an affidavit that Seller is not a "foreign person", (2) Seller provides
20 Buyer with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is \$300,000 or
21 less, Buyer is an individual who purchases the Property to use as a residence, and Buyer or a member of Buyer's family has
22 definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two
23 12 month periods after transfer. The IRS requires Buyer and Seller to have a U.S. federal taxpayer identification number
24 ("TIN"). Buyer and Seller agree to execute and deliver as directed any instrument, affidavit or statement reasonably necessary
25 to comply with FIRPTA requirements including applying for a TIN within 3 days from Effective Date and delivering their
26 respective TIN or Social Security numbers to the Closing Agent. If Seller applies for a withholding certificate but the application
27 is still pending as of closing, Buyer will place the 10% tax in escrow at Seller's expense to be disbursed in accordance with
28 the final determination of the IRS, provided Seller so requests and gives Buyer notice of the pending application in accordance
29 with Section 1445. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to
30 Buyer at closing the additional cash necessary to satisfy the requirement. Buyer will timely disburse the funds to the IRS and
31 provide Seller with copies of the tax forms and receipts.

32 - X. 1031 Exchange: If either Seller or Buyer wishes to enter into a like-kind exchange (either
33 simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
34 cooperate in all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the
35 cooperating party will incur no liability or cost related to the Exchange and that the closing shall not be contingent upon,
36 extended or delayed by the Exchange.

37 - Y. Additional Clauses _____
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ADMINISTRATIVE COMPLAINT
EXHIBIT # 3
PAGE 9 OF _____

1 The clauses below will be incorporated into the Contract between MONCARZ (Seller)
2 and CARLOS DAMIAN (Buyer) concerning the Property described as _____
3 447 ARAGON only if initialed by all parties:
4

MISCELLANEOUS CLAUSES.

5 () () - () () **N. Unimproved and/or Agricultural Property:** If the Property is an unimproved parcel of land
6 and is intended to be improved for residential or other purposes, Buyer has _____ days, through consultation with
7 appropriate public authorities or otherwise, to be satisfied that either public sewerage and water are available to the Property
8 or that the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing
9 zoning and other pertinent regulations, including concurrency, allow Buyer's intended use of the Property.

10 () () - () () **O. Interest-Bearing Escrow Account:** All deposits will be held in an interest bearing escrow
11 account with all accrued interest to be paid to _____ at
12 closing. Deposits will accrue interest only from the date the bank receives and credits them through the date Escrow Agent is
13 notified that the transaction is scheduled for closing and the funds are transferred. Escrow Agent is authorized to deduct a
14 \$ _____ service charge from the earned interest before disbursing the funds.

15 () () - () () **P. Back-up Contract:** (Check whichever applies)
16 (1) This back-up Contract is subject to the termination of a prior executed contract between Seller and a third party for
17 the sale of the Property. If the prior executed contract is terminated and Seller delivers written notice of the termination to
18 Buyer before 5:00 p.m. on _____, this contingency will be removed and this back-up
19 Contract will move into first position. If Buyer does not receive notice of the prior contract's termination by the above
20 deadline, Buyer may cancel this back-up Contract at any time and Buyer's deposit will be refunded.
21 (2) Seller will have the right to continue to show the Property and solicit and enter into bona fide back-up purchase
22 contracts with third parties that are subject to the termination of this primary Contract. Upon entering into a back-up
23 contract, Seller will give Buyer a copy of the back-up contract with the third parties' identification and purchase price
24 information obliterated. To continue with this primary Contract, Buyer must make an additional deposit of \$ _____
25 within 72 hours (to be computed as consecutive hours, not business days) from receipt of the back-up contract. By giving
26 the additional deposit to Escrow Agent within the 72 hour period, Buyer waives all contingencies for financing and sale of
27 Buyer's property and the parties will close on Closing Date. The additional deposit will be credited to Buyer at closing. If
28 Buyer fails to timely make the additional deposit, this primary Contract will terminate and Buyer's deposit will be refunded.

29 () () - () () **Q. Broker - Personal Interest in Property:** _____ has an active or
30 inactive real estate license and has a personal interest in the property: (specify if licensee is related to a party, is acting as Buyer
31 or Seller, etc.) _____

32 () () - () () **R. Rentals:** (check whichever applies)
33 (1) **Pre-Occupancy Agreement:** If Buyer occupies the Property before closing, Buyer will accept the Property in its
34 existing condition on the date of occupancy, relieving Seller of any additional repair or treatment obligations, and will maintain
35 the Property and assume all liability for and risk of loss to it from the date of occupancy. Effective on the date of occupancy,
36 this clause replaces Paragraph 9 of the Contract. Buyer and Seller will sign and deliver a written lease containing mutually
37 agreeable terms concerning Buyer's pre-closing occupancy of the Property and prepared at Buyer's expense.
38 (2) **Post-Occupancy Agreement:** Buyer and Seller will sign and deliver a written lease, containing mutually agreeable
39 terms concerning Seller's occupancy of the Property after Closing Date and prepared at Seller's expense.
40 (3) **Existing Tenant:** The Property is currently used as a rental property and Buyer's rights will be subject to those of
41 existing tenants. Seller will, within _____ days from Effective Date and at Seller's expense, deliver to Buyer current copies
42 of the rent roll; leases; income and expense statements for the period January 1, _____ through December 31, _____,
43 as evidence that the Property generated income of \$ _____ against expenses of \$ _____;
44 and agreements with third parties that will remain in effect after closing. Buyer may terminate this Contract by written
45 notice to Seller within _____ days from Effective Date if the statements differ materially from Seller's representations. If
46 Buyer fails to provide timely written notice, Buyer will be deemed to waive this contingency. Seller will assign leases and
47 rental agreements, and transfer deposits and advance rents, to Buyer at closing.
48 (4) **Vacating Tenant:** The Property is currently used as a rental property. Seller will ensure that the existing tenant vacates
49 the Property prior to the time agreed upon for the Walk-Through Inspection.

50 () () - () () **S. Sale/Lease of Buyer's Property:** This Contract is contingent on the lease or closing of
51 Buyer's property located at _____ if
52 Buyer's property is not closed or subject to a signed lease acceptable to Buyer's lender by _____,
53 _____ ("Deadline"). Buyer will, within 3 days from Deadline, provide Seller with written notice canceling this Contract, and
54 Seller will refund Buyer's deposit. If Buyer does not timely provide written notice of cancellation, this contingency will be
55 deemed removed.

ADMINISTRATIVE COMPLAINT

EXHIBIT # 3
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4/28

MAR-10-2006 FRI 01:54 PM

FAX NO.

P. 03



1. SALE AND PURCHASE: ELIO TREJO AND FELICIA HIS WIFE ("Seller") and [Redacted] ("Buyer")

agree to sell and buy on the terms and conditions specified below the property described as:
Address: 1752 SW 10 St, Miami, FL 33155

Legal Description: SHARON-DAVE PO 8-90 lot 2 blk 128 County: [Redacted]
Tax ID No: 01-41-10-043-3560

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are: 1. Motion picture, 1. Pigeon, 1. Silver Ring, 1. Silver Chain, 1. Silver Bracelet, 1. Silver Earrings, 1. Silver Watch

The following attached items are excluded from the purchase: [Redacted]

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

2. PURCHASE PRICE: \$ 499,000.00 payable by Buyer in U.S. currency as follows:
(a) \$ 25,000.00 Deposit received (checks are subject to clearance) by STEVE FANT LAW OFFICE (Escrow Agent)
Signature: [Redacted] for STEVE FANT LAW OFFICE (Escrow Agent)
Name of Company: [Redacted]

(b) \$ 100% Additional deposit to be delivered to Escrow Agent by [Redacted] or [Redacted] days from Effective Date. (10 days if left blank)

(c) [Redacted] Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)
(d) \$ [Redacted] Other:
(e) \$ [Redacted] Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.
 (b) Buyer will apply for the financing specified in paragraph 2(c) at the prevailing interest rate and loan costs based on Buyer's creditworthiness (the "Financing") within 30 days from Effective Date (5 days if left blank) and provide Seller with a written financing commitment or approval letter ("Commitment") within 30 days from Effective Date (30 days if left blank) ("Commitment Period"). Buyer will keep Seller and Broker fully informed about loan application status, progress and Commitment issues and authorize the mortgage broker and lender to disclose all such information to Seller and Broker. Once Buyer provides the Commitment to Seller, the financing contingency is waived and Seller will be entitled to retain the deposits if the transaction does not close by the Closing Date unless (1) the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or Buyer elects not to proceed, or (2) another provision of this Contract requires the deposits to be returned. If Buyer, using diligence and good faith, cannot provide the Commitment within the Commitment Period, this Contract will be terminated and Buyer's deposits refunded.

CLOSING

4. CLOSING DATE; OCCUPANCY: Unless extended by other provisions of this Contract, this Contract will be closed on April 10, 2006 ("Closing Date") at the time established by the closing agent, by which time Seller will (a) have removed all personal items and trash from the Property and swept the Property clean and (b) deliver the deed, occupancy and possession, along with all keys, garage door openers and access codes, to Buyer. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted. If the transaction does not close for any reason, Buyer will immediately return all Seller-provided title evidence, surveys, escrow documents and other items.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.
(a) Seller Costs: Seller will pay taxes and surcharges on the deed and recording fees for documents needed to cure title; up to \$ [Redacted] or 1.5% (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit");

Seller [Redacted] and Buyer [Redacted] acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.
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ADMINISTRATIVE COMPLAINT

EXHIBIT # 4

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94 and up to _____ or _____ % (1.0% if left blank) of the purchase price for wood-destroying organism
 95 treatment and repairs ("WDO Repair Limit"); Other: _____
 96 (b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing
 97 statements; loan expenses; appraiser's title policy; inspections; survey; flood insurance; Other: _____
 98 (c) Title Evidence and Insurance: Check (1) or (2):
 99 (1) The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment. Seller Buyer will select the title
 100 agent. Seller Buyer will pay for the owner's title policy, search, examination and related charges. Each party will
 101 pay its own closing fees.
 102 (2) Seller will provide an abstract as specified in Paragraph 10(a)(2) as title evidence. Seller Buyer will pay for
 103 the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax
 104 search and fee search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and
 105 closing fees.
 106 (d) Prorations: The following items will be made current (if applicable) and prorated as of the day before Closing Date: real
 107 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of
 108 the Property, if taxes and assessments for the current year cannot be determined, the previous year's rates will be used with
 109 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.
 110 (e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the full
 111 amount of fees that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment if
 an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and Buyer will pay all
 other amounts.
 (f) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require
 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.
 (g) Home Warranty: Buyer Seller N/A will pay for a home warranty plan issued by _____ at a
 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.

PROPERTY CONDITION

6. INSPECTION PERIODS: Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by 5 days
 (within 10 days) from Effective Date if left blank ("Inspection Period"); the wood-destroying organism inspection
 by _____ (at least 5 days prior to closing, if left blank); and the walk-through inspection on the
 day before Closing Date or any other time agreeable to the parties; and the survey referenced in Paragraph 10(c) by
 (at least 5 days prior to closing if left blank).

7. REAL PROPERTY DISCLOSURES: Seller represents that Seller does not know of any facts that materially affect the value
 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,
 with final inspections completed, no later than 5 days prior to closing.

(a) Energy Efficiency: Buyer acknowledges receipt of the energy efficiency information brochure required by Section 553.996,
 Florida Statutes.

(b) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and
 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be
 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person
 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon
 level to an acceptable EPA level, failing 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
 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding
 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built
 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from
 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

(d) Homeowners' Association: If membership in a homeowners' association is mandatory, an association disclosure
 summary is attached and incorporated into this Contract. BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL
 BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY
 TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT
 TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE
 PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING
 VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) Mold: Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to
 susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

112 Buyer (28) and Seller (JNT) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.
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Mar 17 2006 11:27 AM

FAX NO.: 3855923611

FROM: FINANCY

ADMINISTRATIVE COMPLAINT

EXHIBIT # 4
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113 8. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until
 114 closing, 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,
 116 return the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its
 117 completion. If Seller, using best efforts, is unable to complete required repairs or treatments prior to closing, Seller will give
 118 Buyer a credit at closing for the cost of the repairs Seller was obligated to make. At closing, Seller will assign all assignable repair
 119 and treatment contracts to Buyer and provide Buyer with paid receipts for all work done on the Property pursuant to the
 120 terms of this Contract.

121 (a) Warranty, Inspections and Repair:
 122 (1) Warranty: Seller warrants that non-fixed major appliances and heating, cooling, mechanical, electrical, security,
 123 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working
 124 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and
 125 that torn or missing pool cage and screen and missing roof tiles will be replaced. Seller does not warrant
 126 and is not required to repair cosmetic conditions, unless the cosmetic condition resulted from a defect in a warranted
 127 item. Seller is not obligated to bring any item into compliance with existing building code regulations unless necessary
 128 to repair a warranted item. "Working condition" means operating in the manner in which the item was designed to
 129 operate and "cosmetic conditions" means aesthetic imperfections that do not affect the working condition of the item,
 130 including pitted marble/masking or torn window screens; fogged windows/tears, worn spots and discoloration of floor
 131 coverings/wallpapers/window treatments; nail holes, scratches, dents, scrapes, chips and caulking in bathroom
 132 ceiling/walls/flooring/tile/tubure/mirrors; cracked roof tiles; curling or worn shingles; and minor cracks in floor
 133 tiles/windows/driveways/sidewalk/pool decks/garage and patio floor.
 134 (2) Professional Inspections: Buyer may, at Buyer's expense, have warranted items inspected by a person who
 135 specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida
 136 license to repair and maintain the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the
 137 Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the inspector's
 138 written report, if any, to Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts
 139 the items listed in subparagraph (a) in their "as is" condition, except that Seller must meet the maintenance requirement.
 140 (3) Repair: Seller will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items
 141 into the condition warranted, up to the Repair Limit. Seller may, within 5 days from receipt of Buyer's report of items
 142 that are not in the condition warranted, have a second inspection made by a professional inspector and will report
 143 repair estimates to Buyer. If the first and second inspection reports differ and the parties cannot resolve the differences,
 144 Buyer and Seller together will choose, and equally split the cost of, a third inspector, whose written report will be
 145 binding on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, Seller will have the
 146 repairs made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items
 147 exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or Buyer
 148 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.
 150 (b) Wood-Destroying Organisms: "Wood-destroying organism" means arthropod or plant life, including termites, powder-post
 151 beetles, old house borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.
 152 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to
 153 determine the existence of pest or present wood-destroying organism infestation and damage caused by infestation. If the
 154 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 6
 155 days from the date of the inspection. If Seller previously treated the Property for wood-destroying organisms, Seller does not
 156 have to treat the Property again if (i) there is no visible live infestation, and (ii) Seller transfers a current full treatment warranty to
 157 Buyer at closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by
 158 a licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have
 159 treatments and repairs made by an appropriately licensed person at Seller's expense up to the WDO Repair Limit. If the cost to
 160 treat and repair the Property exceeds the WDO Repair Limit, either party may pay the excess, failing which either party may
 161 cancel this Contract by written notice to the other. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the
 162 Property "as is" with regard to wood-destroying organism infestation and damage, subject to the maintenance requirement.
 163 (c) Walk-through Inspection: Buyer may walk through the Property solely to verify that Seller has made repairs required
 164 by this Contract and has met contractual obligations. No other issues may be raised as a result of this walk-through
 165 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.

166 9. RISK OF LOSS: If any portion of the Property is damaged by fire or other casualty before closing and can be restored within
 167 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,
 168 restore the Property and the Closing Date will be extended accordingly. Seller will not be obligated to replace trees, if the
 169 restoration cannot be completed in time. Buyer may accept the Property "as is", in which case with Seller will credit the
 170 deductible and assign the insurance proceeds, if any, to Buyer at closing in such amounts as are (i) attributable to the Property
 171 and (ii) not yet expended in making repairs, failing which either party may cancel this Contract. If the Property is a
 172 condominium, this paragraph applies only to the unit and limited common elements appurtenant to the unit, if the Property is in
 173 a homeowners' association, this paragraph will not apply to common elements or recreation or other facilities.

174 Buyer (28) and Seller (21) acknowledge receipt of a copy of this page, which is Page 3 of 7 pages.
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ADMINISTRATIVE COMPLAINT

EXHIBIT # 4

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TITLE

176 10. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trust deed, personal representative or
 177 guardian (deed) as appropriate to Seller's status.
 178 (a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with
 179 current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residential
 180 use of the Property: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations;
 181 oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that Buyer will assume; and
 182 encumbrances that Seller will discharge at or before closing. Seller will, at least 2 days prior to closing, deliver to Buyer Seller's
 183 choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located
 184 (specify in Paragraph 5(c) the selected type). Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County.
 185 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and
 186 subject only to title exceptions set forth in this Contract.
 187 (2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be
 188 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the
 189 Property recorded in the public records of the county where the Property is located and certified to Effective Date.
 190 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed
 191 insurer as a basis for issuance of coverage. Seller will pay for copies of all policy exceptions and an update in a formal
 192 acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent,
 193 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to
 194 Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.
 195 (b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of
 196 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from
 197 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects
 198 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing
 199 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
 200 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of
 201 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.
 202 (c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from
 203 receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property, improvements
 204 on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
 205 title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above. If any part of the
 206 Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or survey as required by law
 207 delineating the line's location on the property, unless Buyer waives this requirement in writing.

MISCELLANEOUS

208 11. EFFECTIVE DATE, TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the
 209 latest offer. Time is of the essence for all provisions of this Contract. All time periods will be computed in business days (a
 210 "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday,
 211 Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local
 212 time (observing in the county where the Property is located) of the appropriate day.
 213 12. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure
 214 to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will
 215 render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice,
 216 document or item given to or received by an attorney or Broker (including a transaction broker) representing a party will
 217 be as effective as if given to or by that party.
 218 13. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage
 219 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.
 220 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound.
 221 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically
 222 or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms
 223 inserted in or attached to the Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or
 224 unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in
 225 performing all obligations under this Agreement. This Contract will not be recorded in any public records.
 226 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,
 228 personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

DEFAULT AND DISPUTE RESOLUTION

229 15. DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller
 230 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without incurring the right to
 231 seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the
 232 Buyer's (EB) and Seller (C.T.L.) acknowledgment receipt of a copy of this page, which is Page 4 of 7 Pages.
 233 FAR-B Rev. 10/04 © 2004 Florida Association of Realtors® All Rights Reserved

ADMINISTRATIVE COMPLAINT

EXHIBIT # 4

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OF

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236 brokerage fee. (b) Buyer Default. If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits,
237 Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as
238 per Paragraph 16, and Broker shall, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among
239 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
241 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

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

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

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

262 ESCROW AGENT AND BROKER

263 17. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and,
264 subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract,
265 including disbursement of brokerage fees. 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
267 Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover
268 reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in
269 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
271 important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the
272 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
275 solely on Seller, professional inspectors and governmental agencies for verification of the Property condition, square footage
276 and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable
277 attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising
278 from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller 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
280 misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task
281 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
283 assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory
284 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,
287 brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has
288 retained such fees from this escrowed funds. In the absence of such brokerage agreements, closing agent will disburse
289 brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by
290 Seller or listing broker to cooperating brokers.

291 Buyer (BB) and Seller (CJ) acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.
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Mar 17 2006 11:29 AM

FAX NO.: 3059923611

FROM: NUNCI

ADMINISTRATIVE COMPLAINT

EXHIBIT # 4
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4/26

298* Rea Grande
 299* Selling Firm Associate License No. 271
 304* Associata Dianda
 305* Listing Firm Associate License No.

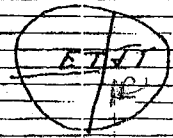
Jason Realty of Miami
 Selling Firm (Change Fee: 6 or 1% of Purchase Price) 2%
Colman B. Blevins
 Listing Firm (Change Fee: 6 or 1% of Purchase Price) 2%

ADDENDA AND ADDITIONAL TERMS

20. ADDENDA: The following additional terms are included in addenda and incorporated into this Contract (check if applicable):
- | | | | |
|---|--|--|--|
| <input type="checkbox"/> A. Condo. Assn. | <input type="checkbox"/> H. As is w/Right to Inspect | <input type="checkbox"/> O. Interest-Bearing Account | <input type="checkbox"/> V. Prop. Disclosure Stmt. |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> I. Inspections | <input type="checkbox"/> P. Back-up Contract | <input type="checkbox"/> W. FRMFTA |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> J. Insulation Disclosure | <input type="checkbox"/> Q. Broker - Prop. Int. in Prop. | <input type="checkbox"/> X. 1031 Exchange |
| <input type="checkbox"/> D. Mort. Assumption | <input type="checkbox"/> K. Pre-1978 Housing Stmt. (LSP) | <input type="checkbox"/> R. Rentals | <input type="checkbox"/> Y. Additional Clauses |
| <input type="checkbox"/> E. FHA Financing | <input type="checkbox"/> L. Insurance | <input type="checkbox"/> S. Sale/Lease of Buyer's Property | <input type="checkbox"/> Z. Other MCLD Add. |
| <input type="checkbox"/> F. VA Financing | <input type="checkbox"/> M. Housing Older Persons | <input type="checkbox"/> T. Rezoning | <input type="checkbox"/> Other |
| <input type="checkbox"/> G. New Mkt. Rates | <input type="checkbox"/> N. Unimproved/Ag. Prop. | <input type="checkbox"/> U. Assignment | <input type="checkbox"/> Other |

21. ADDITIONAL TERMS:
 306* Buyer to contribute 6% of sales price towards purchase closing costs that funds of closing.
 307* Buyer to contribute \$19,530 for repairs of fence of home -

FORMAL APPRAISAL MUST BE DONE 10 DAYS AFTER EFFECTIVE DATE



348* Buyer REB and Seller E.T.V. acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.
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ADMINISTRATIVE COMPLAINT
 EXHIBIT # 4
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FROM : NUNCY

FAX NO. : 3055923611

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349 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

OFFER AND ACCEPTANCE

350 (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)
351 Buyer offers to purchase the property on the above terms and conditions. Unless this Contract is signed by Seller and a copy
352 delivered to Buyer no later than a.m. p.m. on 3/17/06, this offer will be revoked
353 and Buyer's deposit refunded subject to clearance of funds.

355 Date: 3/1/06 Buyer: Rosanna Paulina
356 Print name: Rosanna Paulina

357 Date: _____ Buyer: _____
358 Phone: _____ Print name: _____
359 Fax: _____ Address: _____
360 E-mail: _____

361 Date: 3/17/06 Seller: E. Leo Tajo
362 Print name: _____

363 Date: 3/17/06 Seller: Victor Tajo
364 Phone: _____ Print name: _____
365 Fax: _____ Address: _____
366 E-mail: _____

COUNTER OFFER/REJECTION

367 Seller counter: Buyer's offer. (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy
368 of the acceptance to Seller by 5:00 p.m. on _____) Seller rejects Buyer's offer.

369 Effective Date: 03-21-06 (The date on which the last party signed or initialed acceptance of the final offer)

370 Buyer (Rosanna Paulina) and Seller (E. Leo Tajo) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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ADMINISTRATIVE COMPLAINT

EXHIBIT # Y

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1 The clauses below will be incorporated into the Contract between ELIO TREJO AND FELICIA HISWIFE (Seller)
 2 and Ramon RUBIEN (Buyer) concerning the Property described as _____
 3 1852 SW 105 - MIAMI FL 33135 only if initialed by all parties.

PROPERTY

4
 5 RUBIEN FELIX H. As is With Right to Inspect: This clause replaces Paragraphs 6 and 8 of the Contract but
 6 does not modify or replace Paragraph 8. Paragraph 5(a) Repair and Termite Repair Limits are 0%. Seller makes no warranties
 7 other than marketability of title. Seller will keep the Property in the same condition from Effective Date until closing, except for
 8 normal wear and tear (meeting minimum requirements), and will convey the Property in its "as is" condition with no obligation to
 9 make any repairs. Buyer may, at Buyer's expense, conduct professional and walk-through inspections as described below. If
 10 Buyer fails to timely conduct a timely inspection which Buyer is entitled to make under this paragraph, Buyer waives the right to the
 11 inspection and accepts the Property "as is." Seller will provide access and utilities for Buyer's inspections. Buyer will repair all
 12 damages to the Property resulting from the inspections and return the Property to its pre-inspection condition. Buyer may, by
 13 _____ ("Inspection Period") (within 10 days from Effective Date if left blank) make any and all
 14 inspections of the Property. The inspection(s) will be by a person who specializes in and holds an occupational license (if required
 15 by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected. Buyer may
 16 cancel this Contract by written notice to Seller within _____ days (within 5 days if left blank) from the end of the Inspection Period if
 17 the estimated cost of treatment and repairs determined to be necessary by Buyer is greater than \$_____. For the
 18 cancellation to be effective, Buyer must include in the written notice a copy of the inspector's written report, if any, and treatment
 19 and repair estimates from the inspector or person(s) holding an appropriate Florida license to repair the items inspected. Any
 20 conditions not reported in a timely manner will be deemed acceptable to Buyer. Buyer may, on the day before Closing Date or
 21 any other time agreeable to the parties, walk through the Property solely to verify that Seller has fulfilled the contractual
 22 obligations. No other issues may be raised as a result of the walk-through inspection.

I. Inspections (check as applicable)

23 (1) Self-Inspection: Buyer and Seller agree that unlicensed persons, including the parties themselves, may conduct
 24 the inspections (except for Buyer's wood-destroying organism inspection) permitted in Paragraph 8 of the Contract or
 25 Paragraph H of this Addendum. However, if the inspection findings differ and the parties cannot resolve the differences,
 26 Buyer and Seller together will choose, and will equally split the cost of, a professional inspector as defined in Paragraph 8
 27 of the Contract whose report will be binding on the parties.

28 (2) Right to Cancel Based on Inspection Results: Within the Inspection Period provided in Paragraph 6 of the
 29 Contract, Buyer will, at Buyer's sole expense, complete any desired inspections of the Property in addition to those
 30 referenced in Paragraphs 7 and 8(a)(2). If Buyer is for any reason unhappy with a condition of the Property noted in during
 31 the inspection results, Buyer may cancel the Contract by delivering written notice to Seller along with a copy of the
 32 inspection results within 2 days from the end of the Inspection Period, and Buyer will, at Buyer's sole expense,
 33 immediately repair all damage resulting from Buyer's inspections and restore the Property to its pre-inspection condition.
 34 This obligation will survive termination of the Contract. If the Contract is not cancelled, the parties' obligations remain as
 35 specified in the Contract. This Paragraph does not modify or replace the rights and obligations of the parties under
 36 Paragraph 8 of the Contract.

J. Insulation Disclosure (New Homes Only): Insulation has been or will be installed in the new residence as follows:

Location	Type	Thickness	Manufacturer's Value
41 Interior Walls			
42 Flat Ceiling Area			
43 Sloped Ceiling Area			
44 Common Walls Between House & Garage			
45 Exterior Walls			
46 Other			

MAR 17 2006 11:31 AM FAX NO.: 3855923611 FROM: NUNCY

ADMINISTRATIVE COMPLAINT
 EXHIBIT # 4
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The clauses below will be incorporated into the Contract between ELIO TREJO AND FELICIA HIS WIFE (Seller) and Ramon Kishner (Buyer) concerning the Property described as 1825 SW 18th Street Miami FL 33135 only if initialed by all parties:

(P) (E) (T) (Y) (L) Pre-1978 Housing Lead-Based Paint Warning Statement: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any 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 notify the buyer of any known lead-based paint hazards. A risk 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 "LEP" and lead-based paint hazards will be referred to as "LEPH."

(1) LBP/LBPH in Housing: Seller has no knowledge of LBP/LBPH in the housing and no available LBP/LBPH reports or reports, except as indicated: (describe all known LBP/LBPH information, list all available documents pertaining to LBP/LBPH and provide documents to Buyer before accepting Buyer's offer)

(2) Lead-Based Paint Hazards Inspection: Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of LBP/LBPH unless this box is checked Buyer may, within the Inspection Period, conduct a risk assessment or inspection for the presence of LBP/LBPH in accordance with the provisions of paragraph 8(a) or H. LBP/LBPH conditions that are unsatisfactory to Buyer will be treated as "warranted items" for purposes of paragraphs 8(a)(2) and (3) only.

(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. Licensee has notified Seller of Seller's obligations to provide and disclose information regarding lead-based paint and lead-based paint hazards in the property as required by federal law (42 U.S.C. 4852d) and is aware of his or her obligation to ensure compliance with federal lead-based paint law. Buyer, Seller and each licensee has reviewed the information above and certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Buyer	<u>Ramon Kishner</u>	Date	<u>3/18/06</u>	Seller	<u>Elio Trejo</u>	Date	<u>3-17-06</u>
Buyer	<u>Ramon Kishner</u>	Date	<u>3/18/06</u>	Seller	<u>Felicia Trejo</u>	Date	<u>3-17-06</u>
Selling Licensee	<u>[Signature]</u>	Date	<u>3/18/06</u>	Listing Licensee	<u>[Signature]</u>	Date	<u>3-17-06</u>

L. Insurance: (check whichever applies)
 (1) Homeowners Insurance: If Buyer is unable to obtain basic Homeowner or Fire and Hazard Coverage from a standard carrier or the Citizen's Property Insurance Corporation at a first year annual premium not to exceed \$ _____ or _____ % of the purchase price and/or flood insurance through the National Flood Insurance Program at a first year premium not to exceed \$ _____ or _____ % of the purchase price by _____ (no later than 5 days prior to Closing Date if left blank), Buyer may cancel the Contract by delivering written notice to the Seller.

(2) Flood Insurance: Buyer is notified that the Property is located in an area that: is a defined floodable area and flood insurance is required. was declared a flood disaster area after September 23, 1994 and received federal disaster relief assistance on the condition that flood insurance be obtained in accordance with applicable federal law. Buyer is 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 respect to the Property.

M. Housing for Older Persons: Buyer acknowledges that the owners' association, developer or other housing provider intends the Property to provide housing for older persons as defined by federal law. While Seller 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 62 years of age and older. 65 years of age and older.

ADMINISTRATIVE COMPLAINT

EXHIBIT # 4

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11 The clause below will be incorporated into the Contract between ELIO TREJO AND FELICIA HIS WIFE (Seller)
 12 and RAYON RUBEN (Buyer) concerning the Property described as
 13 1133 SW 10 ST MIAMI FL 33135 only if initialed by all parties:
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T. Rezoning: Buyer will have until _____ to obtain the following zoning for the Property from the appropriate government agency: Zoning _____ for use of the Property as _____ Seller will sign all forms required by the government agency. Buyer will pay all costs associated with the rezoning application and proceedings. If rezoning is not obtained, this Contract will terminate and Buyer's deposit will be refunded.

U. Assignment: Seller agrees that Buyer may assign this Contract to _____ Buyer will deliver a copy of the assignment to Seller and _____ will _____ will not be released from the duty to perform this Contract.

V. Property Disclosure Statement: This offer is contingent on Seller completing, signing and delivering to Buyer a written real property disclosure statement within 3 days from Effective Date. If the statement discloses any material information about the Property that is unacceptable to Buyer, Buyer may cancel this Contract by written notice to Seller within 3 days from receipt of Seller's written statement.

W. Foreign Investment in Real Property Tax Act ("FIRPTA"): If a Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 10% of the amount realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) Seller provides Buyer with an affidavit that Seller is not a "foreign person", (2) Seller provides Buyer with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is \$300,000 or less. Buyer is an individual who purchases the Property to use as a residence, and Buyer or a member of Buyer's family has definite plans to reside at the Property for at least 90% of the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires Buyer and Seller to have a U.S. federal taxpayer identification number ("TIN"). Buyer and Seller agree to execute and deliver as directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent. If Seller applies for a withholding certificate but the application is still pending as of closing, Buyer will place the 10% tax in escrow at Seller's expense to be disbursed in accordance with the final determination of the IRS, provided Seller so requests and gives Buyer notice of the pending application in accordance with Section 1445. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement. Buyer will timely disburse the funds to the IRS and provide Seller with copies of the tax forms and receipts.

X. 1031 Exchange: If either Seller or Buyer wishes to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

Y. Additional Clauses

Mar. 17 2006 11:32AM P11 FAX NO.: 3055923611 FROM: NUNCY

ADMINISTRATIVE COMPLAINT
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Residential Sale and Purchase Contract
FLORIDA ASSOCIATION OF REALTORS®

1. SALE AND PURCHASE: 6210 MORE AND PARKER HILLS DRIVE ("Seller")
and Blond & Carol Scott ("Buyer")
agree to sell and buy on the terms and conditions specified below the property described as:
Address: 1850 SW 1057 (11, 104) Rm 20125

Legal Description: SHALANWOOD PH 8-10 LOT 6 BLK 3.2 County: _____
Tax ID No: 01-44-10-063-0300
together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are: 1 Central Air Conditioning / Refrigeration / Washer / Dryer

The following attached items are excluded from the purchase: _____
The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

2. PURCHASE PRICE: \$ 515,000.00
(a) \$ 5,000.00
(b) \$ 3,000.00
(c) 100%
(d) \$ _____
(e) \$ Appraisal

PRICE AND FINANCING
\$ 515,000.00 payable by Buyer in U.S. currency as follows:
Deposit received (checks are subject to clearance) _____
for STAR HOME EQUITY ("Escrow Agent")
Signature _____ Name of Company _____
Additional deposit to be delivered to Escrow Agent by _____
or _____ days from Effective Date. (10 days if left blank)
Total financing (see Paragraph 3 below) (express as a dollar amount or percentage) _____
Other: _____
Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds due at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.
 (b) Buyer will apply for the financing specified in paragraph 2(c) at the prevailing interest rate and loan costs based on Buyer's creditworthiness (the "Financing") within 5 days from Effective Date (5 days if left blank) and provide Seller with written Financing commitment or approval letter ("Commitment") within 30 days from Effective Date (30 days if left blank) ("Commitment Period"). Buyer will keep Seller and Broker fully informed about loan application status, progress and Commitment issues and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. On Buyer provides the Commitment to Seller, the financing contingency is waived and Seller will be entitled to retain the deposits if the transaction does not close by the Closing Date unless (1) the Property appraises below the purchase price and either party cannot agree on a new purchase price or Buyer elects not to proceed, or (2) another provision of this Contract requires the deposits to be returned. If Buyer, using diligence and good faith, cannot provide the Commitment within the Commitment Period, this Contract will be terminated and Buyer's deposits refunded.

4. CLOSING DATE; OCCUPANCY: Unless extended by other provisions of this Contract, this Contract will be closed on April 14, 2004 ("Closing Date") at the time established by the closing agent, by which time Seller will (a) have removed personal items and trash from the Property and swept the Property clean and (b) deliver the deed, occupancy and possession, along with all keys, garage door openers and access codes, to Buyer. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, Buyer must immediately return all Seller-provided title evidence, surveys, association documents and other items.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as provided in Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.
(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title, up to _____ or _____ % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit")

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54 and up to \$ _____ or _____ % (1.5% if left blank) of the purchase price for wood-destroying organism
 55 treatment and repairs ("WDO Repair Limit"); Other: _____
 56 (b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing
 57 statements; loan expenses; lender's title policy; inspections; survey; flood insurance; Other: _____
 58 (c) Title Evidence and Insurance: Check (1) or (2):
 59 (1) The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment. Seller Buyer will select the title
 60 agent. Seller Buyer will pay for the owner's title policy, search, examination and related charges. Each party will
 61 pay its own closing fees.
 62 (2) Seller will provide an abstract as specified in Paragraph 10(a)(2) as title evidence. Seller Buyer will pay for
 63 the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax
 64 search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and
 65 closing fees.
 66 (d) Prorations: The following items will be made current (if applicable) and prorated as of the day before Closing Date: real
 67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of
 68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with
 69 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.
 70 (e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the full
 71 amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment if
 72 an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and Buyer will pay all
 73 other amounts.
 74 (f) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require
 75 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.
 76 (g) Home Warranty: Buyer Seller N/A will pay for a home warranty plan issued by _____ at a
 77 cost not to exceed \$ _____. A home warranty plan provides for repair or replacement of many of a home's mechanical
 78 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

79
 80 **PROPERTY CONDITION**

81 6. INSPECTION PERIODS: Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by _____
 82 _____ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection
 83 _____ (at least 5 days prior to closing, if left blank); and the walk-through inspection on the
 84 _____ (at least 5 days prior to closing if left blank) day before Closing Date or any other time agreeable to the parties; and the survey referenced in Paragraph 10(c) by _____

85 7. REAL PROPERTY DISCLOSURES: Seller represents that Seller does not know of any facts that materially affect the value
 86 of the Property, including but not limited to violations of governmental laws, rules and regulations, other than those that Buyer
 87 can readily observe or that are known by or have been disclosed to Buyer. Seller will have all open permits (if any) closed out,
 88 with final inspections completed, no later than 5 days prior to closing.
 89 (a) Energy Efficiency: Buyer acknowledges receipt of the energy-efficiency information brochure required by Section 553.996,
 90 Florida Statutes.
 91 (b) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
 92 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and
 93 state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be
 94 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person
 95 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon
 96 level to an acceptable EPA level, failing which either party may cancel this Contract.
 97 (c) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood
 98 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding
 99 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built
 100 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from
 101 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.
 102 (d) Homeowners' Association: If membership in a homeowners' association is mandatory, an association disclosure
 103 summary is attached and incorporated into this Contract. BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL
 104 BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.
 105 (e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY
 106 TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT
 107 TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE
 108 PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING
 109 THE VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.
 110 (f) Mold: Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to
 111 susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

112 Buyer (_____) and Seller (_____) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.
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113 8. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until
114 closing, 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,
116 return the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its
117 completion. If Seller, using best efforts, is unable to complete required repairs or treatments prior to closing, Seller will give
118 Buyer a credit at closing for the cost of the repairs Seller was obligated to make. At closing, Seller will assign all assignable repair
119 and treatment contracts to Buyer and provide Buyer with paid receipts for all work done on the Property pursuant to the
120 terms of this Contract.

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

134 (2) Professional Inspection: Buyer may, at Buyer's expense, have warranted items inspected by a person who
135 specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida
136 license to repair and maintain the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the
137 Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the inspector's
138 written report, if any, to Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts
139 the items listed in subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

140 (3) Repair: Seller will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items
141 into the condition warranted, up to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items
142 that are not in the condition warranted, have a second inspection made by a professional inspector and will report
143 repair estimates to Buyer. If the first and second inspection reports differ and the parties cannot resolve the differences,
144 Buyer and Seller together will choose, and equally split the cost of, a third inspector, whose written report will be
145 binding on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, Seller will have the
146 repairs made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items
147 exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or Buyer
148 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.

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

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

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

174: Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.
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TITLE

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

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

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

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

195 (b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of
196 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from
197 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects
198 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
199 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of
200 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

201 (c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from
202 receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements
203 on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
204 title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above. If any part of the
205 Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or survey as required by law
206 delineating the line's location on the property, unless Buyer waives this requirement in writing.
207

MISCELLANEOUS

208 11. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the
209 latest offer. Time is of the essence for all provisions of this Contract. All time periods will be computed in business days (a
210 "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday,
211 Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local
212 time (meaning in the county where the Property is located) of the appropriate day.
213

214 12. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure
215 to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will
216 render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice,
217 document or item given to or received by an attorney or Broker (including a transaction broker) representing a party will
218 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
220 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.
221 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound,
222 or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms
223 inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or
224 unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in
225 performing all obligations under this Agreement. This Contract will not be recorded in any public records.
226

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

DEFAULT AND DISPUTE RESOLUTION

230 15. DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller
231 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to
232 seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the
233 Buyer's deposit and Seller (E) (A) acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.
234

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235 brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits,
236 Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as
237 per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among
238 cooperating brokers except when closing does not occur due to Buyer not being able to secure Financing after providing a Commitment,
239 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
241 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

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

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

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

262 **ESCROW AGENT AND BROKER**

263 17. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and,
264 subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract,
265 including disbursing brokerage fees. 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
267 Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover
268 reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in
269 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
271 important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the
272 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
275 solely on Seller, professional inspectors and governmental agencies for verification of the Property condition, square footage
276 and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable
277 attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising
278 from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller 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
280 misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task
281 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
283 assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory
284 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
287 brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has
288 retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse
289 brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by
290 Seller or listing broker to cooperating brokers.

291 Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.
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ADMINISTRATIVE COMPLAINT

EXHIBIT # 3
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1. SALE AND PURCHASE: Ramon Romulo ("Seller")
 and Guillermo V. Lopez ("Buyer")
 agree to sell and buy on the terms and conditions specified below the property described as:
 Address: 703 Red Road Corona CA 92615 R 93126
 Legal Description: CARL GOODSTRAVING SEC PB 8-113 County: _____
Lot 3 Blk 76 Tax ID No: 03-44-07-018-8240
 together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light
 fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the
 purchase are: 1 Central Air/Heat, 1 Refrigerator, 1 Dishwasher, 1 Stove, 1 Range
1 Microwave
 The following attached items are excluded from the purchase:
 The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed
 in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

2. PURCHASE PRICE: \$ 542,200.00 payable by Buyer in U.S. currency as follows:
 (a) \$ 5000 - Deposit received (checks are subject to clearance) by _____
 Signature for DELSTON COMPTON, RTT OF L.P.A. (Escrow Agent)
 Name of Company _____
 Additional deposit to be made by _____ or _____ days
 from Effective Date.
 Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage) _____
 Other: _____
 Balance to close (not including Buyer's closing costs, prepaid items and provisions). All funds paid
 at closing must be paid by local drawn cashier's check, official bank check, or wired funds.

3. FINANCING (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.
 (b) This Contract is contingent on Buyer qualifying for and obtaining (i) a loan or (ii) a loan (the "Financing") by _____
 (If left blank then Closing Date or within 90 days from Effective Date, whichever occurs first) ("Financing Period");
 (1) A commitment for new conventional FHA VA financing for \$ _____ or _____% of the purchase price (plus
 any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (FHA or VA, see attached addendum).
 (2) Approval for Seller financing or assumption of mortgage (see attached addendum).
 Buyer will apply for financing within _____ days from Effective Date (3 days if left blank) and will timely provide any and all credit,
 employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using
 diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by
 the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects
 not to proceed or the parties are unable to renegotiate 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 Escrow Agent receives proper
 authorization from all interested parties.

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on July 31, 2005
 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items
 removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days
 after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by
 escrow's means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of
 Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph
 18. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below:
 (a) Seller Costs: Seller will pay taxes and utilities on the deed and recording fees for documents needed to cure title, certified,
 confirmed and ratified special assessment fees and, if an improvement is substantially completed as of Effective Date, an
 amount equal to the last estimate of the assessment; up to _____% (1.5% if left blank) of the purchase price for repairs to
 warranted items ("Repair Limit"); and up to _____% (1.5% if left blank) of the purchase price for wood-destroying organism
 treatment and repairs ("Termite Repair Limit"); Other: _____

Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.
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ADMINISTRATIVE COMPLAINT

EXHIBIT # 6

PAGE 1 OF _____

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50 (b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing
 51 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;
 52 Other: _____
 53 (c) Title Evidence and Insurance: Check (1) or (2):
 54 (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as the evidence. Seller Buyer will
 55 select the title agent. Seller Buyer will pay for the owner's title policy, search, examination and related charges.
 56 Each party will pay its own closing fees.
 57 (2) Seller will provide title evidence as specified in Paragraph 10(a)(2) Seller Buyer will pay for the owner's title
 58 policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien
 59 search fees; and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.
 60 (d) Prorations: The following items will be made current (if applicable) and prorated as of the day before Closing Date: real
 61 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of
 62 the Property. If taxes and assessments for the current year cannot be determined, the previous year's taxes will be used with
 63 adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to this sale or ownership.
 64 (e) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require
 65 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.
 66 (f) Home Warranty: Buyer Seller N/A will pay for a home warranty plan issued by _____ of a
 67 cost not to exceed \$_____. A home warranty plan provides for repair or replacement of certain household mechanical
 68 systems and major built-in appliances in the event of breakdown due to normal wear and tear during the warranty period.

69 **6. INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8 on or before _____ at a
 70 _____ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-deck, porch or patio inspection by
 71 _____ (prior to closing, if left blank), and the radon-through
 72 _____ (prior to closing, if left blank), and the radon-through
 73 _____ (prior to closing, if left blank), and the radon-through
 74 _____ (prior to closing, if left blank), and the radon-through
 75 _____ (prior to closing, if left blank), and the radon-through
 76 _____ (prior to closing, if left blank), and the radon-through
 77 _____ (prior to closing, if left blank), and the radon-through
 78 _____ (prior to closing, if left blank), and the radon-through
 79 _____ (prior to closing, if left blank), and the radon-through
 80 _____ (prior to closing, if left blank), and the radon-through

81 **7. REAL PROPERTY DISCLOSURE:** Seller represents that Seller does not know of any facts that materially affect the value of
 82 the Property, including violations of governmental laws, rules and regulations, other than those that Seller can readily observe
 83 or that are known by or have been disclosed to Buyer.
 84 (a) Energy Efficiency: Buyer acknowledges receipt of the Florida Building Energy-Efficiency (FLEEE) System brochure. If this is a
 85 new home, the builder's FL-EPL card is attached as an addendum.
 86 (b) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
 87 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and
 88 state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be
 89 obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person
 90 test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon
 91 level to an acceptable EPA level, failing which either party may cancel this Contract.
 92 (c) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate governmental agencies, which flood
 93 zone the Property is in, whether flood insurance is required and what restrictions apply to improvements to the Property, and building
 94 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the building
 95 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 21 days from
 96 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.
 97 (d) Homeowners' Association: If membership in a homeowners' association is mandatory for the Property,
 98 summary is attached and incorporated into this Contract. BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL
 99 BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.

100 **8. MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition as it was on the date of
 101 closing, except for normal wear and tear ("maintenance requirement") and repairs required by law. After Closing Date until
 102 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and
 103 return the Property to its pre-inspection condition. If Seller is unable to complete repairs or treatments prior to
 104 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all
 105 assignable repair and treatment contracts to Buyer at closing.
 106 (a) Warranty, Inspections and Repair:
 107 (1) Warranty: Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,
 108 sprinkler, septic and plumbing systems, seewall, dock and pool equipment, if any, are and will be maintained in working
 109 condition until closing; that the structures (including roof) and pool, if any, are structurally sound and watertight; and
 110 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing
 111 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted
 112 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code
 113 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which
 114 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

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FROM :

FAX NO. :

Sep. 10 1998 03:43AM P4

115 working condition of the item, including pitted marbles; missing or torn screens other than missing pool cage or screen
 116 room screens; logged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments;
 117 nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/mis/fixtures/mirrors; and
 118 minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.
 119 (2) Professional Inspection: Buyer may have warranted items inspected by a person who specializes in and holds an
 120 occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain
 121 the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver
 122 written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to
 123 Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in
 124 subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.
 125 (3) Repair: Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up
 126 to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition
 127 warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the
 128 first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will
 129 choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to
 130 repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike manner
 131 by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may
 132 cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to
 133 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.
 134 (b) Wood-Destroying Organisms: "Wood-destroying organism" means arthropod or pest which, including powder-post
 135 beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood, including fences.
 136 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to
 137 determine the existence of past or present wood-destroying organism infestation and, if such infestation exists, to
 138 inspect for evidence of infestation or damage. Buyer will deliver a copy of the inspector's written report to Seller within 5
 139 days from the date of the inspection. Seller is not obligated to treat the Property if all the following conditions are met: (1) the
 140 infestation, (2) the Property has previously been treated, and (3) Seller transfers a current and available five
 141 licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have
 142 treatments and repairs made by an appropriately licensed person at Seller's expense up to the Repair Limit. If the cost
 143 to treat and repair the Property exceeds the Repair Limit, either party may pay the excess, which either party may
 144 cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property with regard
 145 to wood-destroying organism infestation and damage, subject to the maintenance requirement.
 146 (c) Walk-through Inspection: Buyer may walk through the Property solely to verify that Seller has made repairs required
 147 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through
 148 inspection. If Buyer fails to conduct this inspection, Seller's repair and maintenance obligations will be deemed fulfilled.
 149 9. RISK OF LOSS: If any portion of the Property is damaged by fire or other casualty before closing and cannot be restored within
 150 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,
 151 restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer
 152 may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, falling which
 153 either party may cancel this Contract.

TITLE

10. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or quitclaim deed, and Seller's 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 to Seller in accordance with
 current title standards adopted by the Florida Bar, subject only to the following title exceptions: (1) 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 and liens; and
 encumbrances that Seller will discharge at or before closing. Seller will, prior to closing, deliver to Buyer Seller'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(f) the selected type). Seller will use option (1) in Palm Beach County and option (2) in other Florida counties.
 (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 Effective Date,
 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
 the evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from
 Buyer's notice and Seller's acknowledgment receipt of a copy of this page, which is Page 3 of 6 Pages.
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ADMINISTRATIVE COMPLAINT

EXHIBIT # 6

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178 receipt of Buyer's notice of defects ("Cure Period") to cure the defects at Seller's expense. If Seller cures the defects
 179 within the Cure Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing
 180 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
 181 defects within the Cure Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of
 182 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.
 183 (g) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to
 184 Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the
 185 Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated
 186 in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b)
 187 above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or
 188 survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

MISCELLANEOUS

189 11. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the
 190 latest offer. Time is of the essence for all provisions of this Contract. All time periods will be computed in business days (a
 191 "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday,
 192 Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local
 193 time (meaning in the county where the Property is located) of the appropriate day.
 194 12. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure
 195 to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will
 196 render that contingency null and void and the Contract will be construed as if the contingency did not exist.
 197 13. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage
 198 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.
 199 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,
 200 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper
 201 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or
 202 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,
 203 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.
 204 14. ASSIGNABILITY; PERSONS BOUND: Buyer may not assign this Contract without Seller's written consent. The terms
 205 "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors,
 206 personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

DEFAULT AND DISPUTE RESOLUTION

207 15. DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller
 208 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right
 209 to seek damages or to seek specific performance as per Paragraph 10. Seller will also be liable to Broker for the full amount of the
 210 brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including timely payment of all
 211 deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific
 212 performance as per Paragraph 10; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be
 213 split equally among cooperating brokers) up to the full amount of the brokerage fee.
 214 16. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims and other matters in
 215 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:
 216 (a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer and Seller will have 30 days from the
 217 date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will
 218 submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real
 219 Estate Commission. Buyer and Seller will be bound by any resulting settlement or order.
 220 (b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to
 221 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration
 222 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not
 223 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact
 224 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the
 225 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real
 226 estate licensee named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to
 227 (c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by
 228 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a
 229 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or
 230 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in
 231 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is
 232 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the
 233 parties.
 234 Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.
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ADMINISTRATIVE COMPLAINT

EXHIBIT # 6

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232 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally
233 split the arbitrators' fees and administrative fees of arbitration.

238 ESCROW AGENT AND BROKER

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

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

263 19. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer
264 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. Instruction to Closing Agent: Seller
265 and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage
266 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the
267 escrowed funds, in the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

268 Real Estate Licensee: Chengyan Realty of Miami, Inc. Real Estate License: Chengyan Realty
269 Broker / Brokerage fee: (5 or 6% of Purchase Price) 2.5% Broker / Brokerage fee: (5 or 6% of Purchase Price) 2.5%
270 \$12,497.65 999,812

ADDENDA AND ADDITIONAL TERMS

- 271 A. Condo. Assn.
- 272 B. Homeowners' Assn.
- 273 C. Seller Financing
- 274 D. Mort. Assumption
- 275 E. FHA Financing
- 276 F. VA Financing
- 277 G. New Mort. Rates
- 278 H. As is w/Right to Inspect
- 279 I. Self-Inspections
- 280 J. Insulation Disclosure
- 281 K. Pre-1978 Housing Strm. (LBP)
- 282 L. Flood Insurance Req'd.
- 283 M. Housing Older Persons
- 284 N. Unimproved/Ag. Prop.
- 285 O. Interest-Bearing Account
- 286 P. Back up Contract
- 287 Q. Broker - Pers. Int. in Prop.
- 288 R. Rentals
- 289 S. Sale of Buyer's Property
- 290 T. Rezoning
- 291 U. Assignment
- 292 V. Prop. Disclosure Strm.
- 293 W. Other Admin. Costs
- 294 X. Other Trade

295 1. ADDITIONAL TERMS:
296 Seller to contribute 6% of purchase price towards buyer's closing costs
297 at time of closing
298 Seller to contribute 5% of purchase price at time of closing

299 Buyer (Chengyan Realty of Miami, Inc.) and Seller (Chengyan Realty) acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.
300 6 Nov. 10.00 ©2000 Florida Association of Realtors All Rights Reserved

ADMINISTRATIVE COMPLAINT
EXHIBIT # 6
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FROM :

FAX NO. :

Sep. 10 1998 03:46AM P7

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317 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

318 OFFER AND ACCEPTANCE
319 (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)
320 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy
321 delivered to Buyer no later than a.m. p.m. on 4/20/05, this offer will be revoked
322 and Buyer's deposit refunded subject to clearance of funds.

323 Date: 4/20/05 Buyer: WNB Tax ID/SSN: _____
324 Print name: KULLERMAN, LARRY

325 Date: _____ Buyer: _____ Tax ID/SSN: _____
326 Print name: _____
327 Phone: _____ Address: _____
328 Fax: _____

329 Date: 4/22/05 Seller: David Deuel Tax ID/SSN: _____
330 Print name: Robert Cornejo

331 Date: _____ Seller: _____ Tax ID/SSN: _____
332 Print name: _____
333 Phone: _____ Address: _____
334 Fax: _____

335 Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy
336 of the acceptance to Seller by 5:00 p.m. on _____). Seller rejects Buyer's offer.

337 Effective Date: 4/20/05 (The date on which the last party signed or initialed acceptance of the final offer.)

338 Buyer (WNB) and Seller (D) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.
The Florida Association of Realtors and local Board/Association of Realtors make no representation as to the legal validity or sufficiency of any provision of this form in
or specific to the transaction. This standard form should not be used in complex transactions or with extensive riders or addenda. This form is available for use by the
active real estate industry and is not intended to identify the user as a Realtor. Realtor is a registered collective membership mark that may be used only by real estate
professionals who are members of the National Association of Realtors and who subscribe to its Code of Ethics.
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ADMINISTRATIVE COMPLAINT
EXHIBIT # 6
PAGE 6 OF _____

4/24

FROM :

FAX NO. :

Sep. 10 1998 03:46AM PB

The clauses below will be incorporated into the Contract between Ramon Romero (Seller) and CELLURA 10122 (Buyer) concerning the Property described as 703 PEP RD CARMEL CALIF CA 93121 only if initialed by all parties:

PROPERTY

GH (P) H. As is With Right to Inspect: This clause replaces Paragraphs 6 and 6 of the Contract, Paragraph 5(a) Repair and Termite Repair Limits are 0%. Seller makes no warranties other than marketability of title. Seller will keep the Property in the same condition from Effective Date until closing, except for normal wear and tear ("maintenance requirement"), and will convey the Property in its "as is" condition with no obligation to make any repairs. Buyer may, at Buyer's expense, conduct professional and walk-through inspections as described below. If Buyer fails to timely conduct any inspection which Buyer is entitled to make under this paragraph, Buyer waives the right to the inspection and accepts the Property "as is." Seller will provide 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. Buyer may, by 5 days ("inspection Period") (within 10 days from Effective Date if left blank) make any and all inspections of the Property. The inspection(s) will be 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. Buyer may cancel this Contract by written notice to Seller within 5 days (within 5 days if left blank) from the end of the inspection Period if the estimated cost of treatment and repairs determined to be necessary by Buyer is greater than \$2,000. For the cancellation to be effective, Buyer must include in the written notice a copy of the inspector's written report, if any, and treatment and repair estimates from the inspector or person(s) holding an appropriate Florida license to repair the items inspected. Any conditions not reported in a timely manner will be deemed acceptable to Buyer. Buyer may, on the day before Closing Date or any other time agreeable to the parties, walk through the Property solely to verify that Seller has fulfilled the contractual obligations. No other issues may be raised as a result of the walk-through inspection.

() () () I. Self-Inspection: Buyer and Seller agree that unlicensed persons, including the parties themselves, may conduct the inspections (except for Buyer's wood-destroying organism inspection) permitted in Paragraph 6 of the Contract or Paragraph H of this Addendum. However, if the inspection findings differ and the parties cannot resolve the differences, Buyer and Seller together will choose, and will equally split the cost of, a professional inspector as defined in Paragraph 6 of the Contract whose report will be binding on the parties.

() () () J. Insulation Disclosure (New Homes Only): Insulation has been or will be installed in the new residence as follows:

Location	Type	Thickness	Manufacturer R-Value
10 Interior Walls			
11 Flat Ceiling Area			
12 Sloped Ceiling Area			
13 Common Walls Between House & Garage			
14 Exterior Walls			
15 Other			

ADMINISTRATIVE COMPLAINT
EXHIBIT # 6
PAGE 7 OF

4/25

FROM :

FAX NO. :

Sep. 10 1998 03:48AM P18

1 The clauses below will be incorporated into the Contract between _____ (Seller)
 2 and WILLIAM LOPEZ (Buyer), concerning the Property described as _____
 3 903 RYO RD. COAH MICH FL 33126 only if initiated by all parties:
 4 () - () T. Rezoning: Buyer will have until _____ to obtain the final
 5 zoning for the Property from the appropriate governmental agency: Zoning _____
 6 required by the government agency. Buyer will pay all costs associated with the rezoning application and proceedings.
 7 rezoning is not obtained, this Contract will terminate and Buyer's deposit will be refunded.
 8 () - () U. Assignment: Seller agrees that Buyer may assign this Contract to _____

9 Buyer will deliver a copy of the assignment to Seller and _____ will not be released from the duty to perform this Contract.
 10 () - () V. Property Disclosure Statement: This offer is contingent on Seller completing, signing and
 11 delivering to Buyer a written real property disclosure statement within 3 days from Effective Date. If the statement discloses any
 12 material information about the Property that is unacceptable to Buyer, Buyer may cancel this Contract by written notice to
 13 Seller within 3 days from receipt of Seller's written statement.
 14 () - () W. _____

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ADMINISTRATIVE COMPLAINT
 EXHIBIT # 6
 PAGE 9 OF _____ 4/26

Property History View

ML#	Status	Price	Date	Agent	Broker	DOM
D1061336	X	\$ 695,000	09/21/05	0692775	FROM01	
D1061336	A	\$ 695,000	07/21/05	0692775	FROM01	
D1041207	CS	\$ 549,900	05/17/05	03000310	VZCR01	74
D1041207	A	\$ 550,000	04/27/05	0607738	CHCR01	
D1041207	A	\$ 499,900	04/18/05	0607738	CHCR01	
D1041207	A	\$ 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 # 7

PAGE 1 OF _____

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MAY-13-2005 13:25

P.01

A. Settlement Statement

U.S. DEPARTMENT OF HOUSING
and Urban Development

OMB No. 2502-0265

B. Type of Loan

<input type="radio"/> 1. FHA	<input type="radio"/> 2. FmHA	<input type="radio"/> 3. Conv. Unins.	6. File Number cg05-184	7. Loan Number ID:	8. Mortg. Ins. Case Num.
<input type="radio"/> 4. V.A.	<input checked="" type="radio"/> 5. Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

U. NAME OF BORROWER: Guillermo Lopez, a single man
Address of Borrower: 903 Red Road, Miami, Florida 33126

E. NAME OF SELLER: Ramon L. Romero, an unmarried widower
Address of Seller: 11708 SW 107 Lane, Miami, Florida 33186 TIN:

F. NAME OF LENDER: Argent Mortgage Company, LLC
Address of Lender: 44 South Broadway, 16th Floor, White Plains, New York 10601

G. PROPERTY LOCATION: 903 Red Road, Miami, Florida 33126

H. SETTLEMENT AGENT: Cristina Gomez, P.A.
Place of Settlement: 7850 NW 146 Street, Suite 416, Miami Lakes, Florida 33016 TIN: 56-2419635
Phone: 305-824-1505

I. SETTLEMENT DATE: 5/13/05 DISBURSEMENT DATE: 5/13/05

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. 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	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	581,360.72	420. Gross amount due to seller:	549,900.00
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(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	
207. Principal amt of mortgage held by seller		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.		509.	
Adjustments for items unpaid by seller:		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		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 seller:	149,071.48
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	581,360.72	601. Gross amount due to seller (line 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 (<input checked="" type="checkbox"/> From <input type="checkbox"/> To) Borrower:	639.05	603. Cash (<input checked="" type="checkbox"/> To <input type="checkbox"/> 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, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

5/16/05

EXHIBIT # 8

PAGE 1 OF

DoubleTime®

Settlement Charges				Paid from Borrower's Funds at Settlement		Paid from Seller's Funds at Settlement	
Total Sales/Brokers Com. based on price \$549,900.00 @ % = 22,495.68							
71.	12,497.68	% to Vizcaya Realty					
72.	9,998.00	% to Chamber Center Realty					
703. Commission paid at settlement							22,495.68
704.	Handling Fee	to Vizcaya Realty		295.00			
800 Items required in connection with loan							
801.	Underwriting Fee to Lend	% to Argent Mortgage Company, LLC		550.00			
802.	Origination Fee to Broker	% to Alliance Mortgage Investments		15,000.00			
803.	Tax Related Service Fee	to Argent Mortgage Company, LLC		70.00			
804.	Flood Search Fee	to Argent Mortgage Company, LLC		9.00			
805.		to					
806.	Mortgage insurance application fee	to					
807.	Assumption Fee	to					
808.		to					
809.		to					
810.		to					
811.		to					
850 Items required by lender to be paid in advance							
901.	Interest from	05/12/05 to 06/01/05 @ 75.3300 /day		1,431.27			
902.	Mortgage insurance premium for	months to					
903.	Hazard insurance premium for	years to Scottsdale Insurance		5,227.65			
904.	Flood insurance premium for	years to					
905.		years to					
1000 Reserves deposited with lender							
1001.	Hazard insurance	months @ per month					
1002.	Mortgage insurance	months @ per month					
1003.	City property taxes	months @ per month					
1004.	County property taxes	months @ per month					
1005.	Annual assessments	months @ per month					
1006.	Flood insurance	months @ per month					
1007.		months @ per month					
1008.		months @ per month					
1009.	Aggregate accounting adjustment						
1100 Title Charges							
1101.	Settlement or closing fee	to Cristina Gomez, P.A.		350.00			
1102.	Abstract or title search	to Cristina Gomez, P.A.				250.00	
1103.	Title examination	to Cristina Gomez, P.A.		275.00			
1104.	Title Insurance binder	to Professional Title Examiners, Inc.		140.00			
1105.	Document preparation	to Cristina Gomez, P.A.				375.00	
1106.	Recertification Fee	to Cristina Gomez, P.A.		300.00			
1107.	Attorney's Fees	to					
	(includes above item numbers:)					
1108.	Title Insurance	to Cristina Gomez, P.A.		3,099.50			
	(includes above item numbers:)					
1109.	Lender's coverage (Premium):	\$439,920.00 (\$275.00)					
1110.	Owner's coverage (Premium):	\$549,900.00 (\$2,824.50)					
1111.	Endorse: 6-25;8-1-25;BME-25;F9-284.95			740.00			
1112.	Lien Letters	to Integrity Lien Search				90.00	
1113.	Courier	to Fedex		110.00		55.00	
1200 Government record fee and transfer charges							
1201.	Recording fees	Deed \$18.50 Mortgage(s) \$245.00 Releases \$18.50		263.50		18.50	
1202.	City/county tax/stamps	Deed Mortgage(s) \$1,099.80		1,099.80			
1203.	State tax/stamps	Deed \$3,299.40 Mortgage(s) \$1,925.00		1,925.00		3,299.40	
1204.		to					
1205.		to					
1300 Additional settlement charges:							
1301.	Survey	to Global Dimensions		375.00			
1302.	Repairs	to Alternative Renovations				17,000.00	
1303.	Policies	to Maria Camarena		30.00			
1304.	Water Hold	to Miami Dade Water & Sewer				250.00	
1305.	Water Due	to Miami Dade Water & Sewer				31.87	
1306.	Email Handling	to Cristina Gomez, P.A.		25.00			
1307.	Wire Fee	to Cristina Gomez, P.A.		25.00			
1308.	Post Closing	to Maria Camarena		120.00			
1309.							
1400 Total settlement charges:							
(Enter on lines 103, Section J and 502, Section K)				31,460.72		43,865.45	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Guillermo Lopez *[Signature]* Borrower
 Ramon L. Romero *[Signature]* Seller
 Cristina Gomez, P.A. *[Signature]* Seller

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 disbursed in accordance with this statement.

By: Cristina Gomez, P.A. As Its Authorized Representative Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction may include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

ADMINISTRATIVE COMPLAINT
 EXHIBIT # 60
 PAGE 2 OF
 DoubleTime®
 TOTAL P. 02

Residential Sale and Purchase Contract

FLORIDA ASSOCIATION OF REALTORS®



1. SALE AND PURCHASE: Guillermo Rodriguez & Simone Roetman ("Seller")
and DIMAR CLARO ("Buyer")

agree to sell and buy on the terms and conditions specified below the property described as:

Address: 3707 LE JEUNE RD, CORAL GABLES FL 33134

County: _____
Legal Description: 17.54 41 PB 14-25 COCONUT GROVE SEC 1 CORAL GABLES
55 FT LOT 32 ALL LOTS 4 & 46 25 FT LOT 45 BLK 23 Tax ID No: 03-41-17-007-3640

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are: 1 Central Air Unit, 1 Range Hood, 1 Refrigerator, 1 Washer, 1 Dryer, 1 dishwasher, 1 disposal.

The following attached items are excluded from the purchase:

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

PRICE AND FINANCING

2. PURCHASE PRICE: \$575,000.00 payable by Buyer in U.S. currency as follows:
(a) \$ _____ Deposit received (checks are subject to clearance) _____ by _____ for CRISTINA GOMEZ ATTY ("Escrow Agent")
Signature _____ Name of Company _____
(b) \$ _____ Additional deposit to be made by _____ or _____ days from Effective Date.
(c) 100% Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)
(d) \$ _____ Other: _____
(e) \$ Balance Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.
 (b) 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"):
 (1) A commitment for new Conventional FHA VA financing for \$ _____ or 100% % of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).
 (2) Approval for Seller financing or assumption of mortgage (see attached addendum).
Buyer will apply for Financing within 5 days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate 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 Escrow Agent receives proper authorization from all interested parties.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on July 29, 2005 ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items removed on or before Closing Date. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.
(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment; up to _____ % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to _____ % (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other: _____

Buyer OC and Seller GR acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.
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ADJUDICATIVE COMPLAINT
EXHIBIT # 9
PAGE 1 OF 4/14

56. (b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing
57 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;
58 Other:

59 (c) Title Evidence and Insurance: Check (1) or (2):
60 (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence. Seller Buyer will
61 select the title agent. Seller Buyer will pay for the owner's title policy, search, examination and related charges.
62 Each party will pay its own closing fees.

63 (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
65 search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

66 (d) Prorations: The following items will be made current (if applicable) and prorated as of the day before Closing Date: real
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with
69 adjustment for exemptions and improvements. Buyer is responsible for property tax 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.

72 (f) Home Warranty: Buyer Seller N/A will pay for a home warranty plan issued by _____ at a
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-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 Paragraphs 7 and 8(a)(2) by 5 days
77 _____ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by
78 _____ (prior to closing, if left blank); and the walk-through
79 inspection on the day before Closing Date or any other time agreeable 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 Florida 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
87 state guidelines have been found in buildings in Florida. Additional information regarding radon 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, failing 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 Flood Hazard Area or Coastal High Hazard 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, failing 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
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
100 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
102 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to
103 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all
104 assignable repair and treatment contracts to Buyer at closing.

105 (a) Warranty, Inspections and Repair:
106 (1) Warranty: Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,
107 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working
108 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and
109 that any open permits for the Property have been closed out and final inspections will be obtained before the Closing
110 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted
111 from a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code
112 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which
113 the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the

114 Buyer PL and Seller PL acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.
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ADMINISTRATIVE COMPLAINT
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working condition of the item, including pitted marotte; missing or torn screens other than missing pool cage or screen room screens; fogged windows; tears, worn spots and discoloration of floor coverings/wallpapers/window treatments; nail 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 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 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 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 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, failing which either party may cancel this Contract. 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. 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, failing 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 Seller 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 Seller will discharge at or before closing. Seller will, prior to closing, deliver to Buyer Seller'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). 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 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

Buyer () () and Seller () () acknowledge 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 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 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 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.

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.

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 AND DISPUTE RESOLUTION

15. **DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, 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 Paragraph 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, 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 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 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, 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 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 (RC) and Seller (JL) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

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CROW 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 the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed 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.

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 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 unless Broker indicates personal verification of the representation. Buyer agrees to rely 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." Seller and Buyer acknowledge that the brokerage(s) named below are the procuring cause of this transaction. 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, unless 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.

Real Estate Licensee: Kara Stewart / Daniel Schubert
Broker / Brokerage fee: (\$ or % of Purchase Price) 3% / 3%

ADDENDA AND ADDITIONAL TERMS

- 20. ADDENDA: The following additional terms are included in addenda and incorporated into this Contract (check if applicable):
 A. Condo. Assn.
 B. Homeowners' Assn.
 C. Seller Financing
 D. Mort. Assumption
 E. FHA Financing
 F. VA Financing
 G. New Mort. Rates
 H. As Is w/Right to Inspect
 I. Self-Inspections
 J. Insulation Disclosure
 K. Pre-1978 Housing Stmt. (LBP)
 L. Flood Insurance Req'd.
 M. Housing Older Persons
 N. Unimproved/Ag. Prop.
 O. Interest-Bearing Account
 P. Back-up Contract
 Q. Broker - Pers. Int. in Prop.
 R. Rentals
 S. Sale of Buyer's Property
 T. Rezoning
 U. Assignment
 V. Prop. Disclosure Stmt.
 Other: Small Agency Corp.

21. ADDITIONAL TERMS:
Seller to contribute 6% of sales price towards Buyer's closing costs at time of closing -

After closing seller will have right to remain occupying property until or before 8/15/05

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This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

OFFER AND ACCEPTANCE

(Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)
Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy delivered to Buyer no later than 4:30 p.m. on 4/8/05, this offer will be revoked and Buyer's deposit refunded subject to clearance of funds

Date: 6/20/05 Buyer: [Signature] Tax ID/SSN: _____
Print name: OMAR CLARO

Date: _____ Buyer: _____ Tax ID/SSN: _____
Print name: _____ Address: _____
Phone: _____
Fax: _____

Date: 6/22/05 Seller: [Signature] Tax ID/SSN: _____
Print name: Guillermo Rodriguez

Date: 6/21/05 Seller: [Signature] Tax ID/SSN: _____
Print name: Simone Reisman
Address: _____

Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy of the acceptance to Seller by 5:00 p.m. on _____). Seller rejects Buyer's offer.

Effective Date: _____ (The date on which the last party signed or initialed acceptance of the final offer.)

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.
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ADMINISTRATIVE COMPLAINT
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The clauses below will be incorporated in the Contract between Guillermo Triguera (Seller) and MAR CLARO (Buyer) concerning the Property described as 3707 LE JEUNE RD. CORAL GABLES FL 33134 only if initialed by all parties:

PROPERTY

DC () - () () H. As Is With Right to Inspect: This clause replaces Paragraphs 6 and 8 of the Contract. Paragraph 5(a) Repair and Termite Repair Limits are 0%. Seller makes no warranties other than marketability of title. Seller will keep the Property in the same condition from Effective Date until closing, except for normal wear and tear ("maintenance requirement"), and will convey the Property in its "as is" condition with no obligation to make any repairs. Buyer may, at Buyer's expense, conduct professional and walk-through inspections as described below. If Buyer fails to timely conduct any inspection which Buyer is entitled to make under this paragraph, Buyer waives the right to the inspection and accepts the Property "as is." Seller will provide 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. Buyer may, by 5 days ("Inspection Period") (within 10 days from Effective Date if left blank) make any and all inspections of the Property. The inspection(s) will be 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. Buyer may cancel this Contract by written notice to Seller within 5 days (within 5 days if left blank) from the end of the Inspection Period if the estimated cost of treatment and repairs determined to be necessary by Buyer is greater than \$ 2,000.00. For the cancellation to be effective, Buyer must include in the written notice a copy of the inspector's written report, if any, and treatment and repair estimates from the inspector or person(s) holding an appropriate Florida license to repair the items inspected. Any conditions not reported in a timely manner will be deemed acceptable to Buyer. Buyer may, on the day before Closing Date or any other time agreeable to the parties, walk through the Property solely to verify that Seller has fulfilled the contractual obligations. No other issues may be raised as a result of the walk-through inspection.

() () - () () I. Self-Inspection: Buyer and Seller agree that unlicensed persons, including the parties themselves, may conduct the inspections (except for Buyer's wood-destroying organism inspection) permitted in Paragraph 8 of the Contract or Paragraph H of this Addendum. However, if the inspection findings differ and the parties cannot resolve the differences, Buyer and Seller together will choose, and will equally split the cost of, a professional inspector as defined in Paragraph 8 of the Contract whose report will be binding on the parties.

() () - () () J. Insulation Disclosure (New Homes Only): Insulation has been or will be installed in the new residence as follows:

Location	Type	Thickness	Manufacturer	R-Value
Interior Walls				
Flat Ceiling Area				
Sloped Ceiling Area				
Common Walls Between House & Garage				
Exterior Walls				
Other _____				

305 460-9000

Residential Sale and Purchase Agreement
FLORIDA ASSOCIATION OF REALTORS

1. SALE AND PURCHASE: MARIA E. MARTINEZ ("Seller")
and IDIDA CAPOTE ("Buyer")
agree to sell and buy on the terms and conditions specified below the property described as:
Address: 1631 SW 13 ST MIAMI FL 33145

Legal Description: SHERWOOD PT 8-90 LOT 17 BLK 14 County: _____
Tax ID No: 01-41-10-063-1720
together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are: 1 Central AC unit, 2 Refrigerators, 2 Ranges, 1 Dishwasher

The following attached items are excluded from the purchase: _____
The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

2. PURCHASE PRICE: **PRICE AND FINANCING**
(a) \$ 500,000.00 payable by Buyer in U.S. currency as follows:
Deposit received (checks are subject to clearance) _____
Signature for CRISTINA FOSTER LAW OFF. ("Escrow Agent") by _____
Name of Company
(b) \$ _____ Additional deposit to be delivered to Escrow Agent by _____
or _____ days from Effective Date. (10 days if left blank)
(c) 100% Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)
(d) \$ _____ Other: _____
(e) \$ BALANCE Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.
 (b) Buyer will apply for the financing specified in paragraph 2(c) at the prevailing interest rate and loan costs based on Buyer's creditworthiness (the "Financing") within 5 days from Effective Date (5 days if left blank) and provide Seller with a written Financing commitment or approval letter ("Commitment") within 20 days from Effective Date (30 days if left blank) ("Commitment Period"). Buyer will keep Seller and Broker fully informed about loan application status, progress and Commitment issues and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. Once Buyer provides the Commitment to Seller, the financing contingency is waived and Seller will be entitled to retain the deposits if the transaction does not close by the Closing Date unless (1) the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or Buyer elects not to proceed, or (2) another provision of this Contract requires the deposits to be returned. If Buyer, using diligence and good faith, cannot provide the Commitment within the Commitment Period, this Contract will be terminated and Buyer's deposits refunded.

4. CLOSING DATE; OCCUPANCY: **CLOSING**
OCT 6 2006 ("Closing Date") at the time established by the closing agent, by which time Seller will (a) have removed all personal items and trash from the Property and swept the Property clean and (b) deliver the deed, occupancy and possession, along with all keys, garage door openers and access codes, to Buyer. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller-provided title evidence, surveys, association documents and other items.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 18. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.
(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; up to \$ _____ or 0 % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit");

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and up to \$ _____ or 0 % (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("WDO Repair Limit"); Other: _____

(b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing statements; loan expenses; lender's title policy; inspections; survey; flood insurance; Other: _____

(c) Title Evidence and Insurance: Check (1) or (2):
 (1) The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment. Seller Buyer will 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.
 (2) Seller will provide an abstract as specified in Paragraph 10(a)(2) as title evidence. Seller Buyer will pay for the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) Prorations: The following items will be made current (if applicable) and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

(e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and Buyer will pay all other amounts.

(f) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

(g) Home Warranty: Buyer Seller N/A will pay for a home warranty plan issued by _____ at a 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.

PROPERTY CONDITION

8. INSPECTION PERIODS: Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by 5 days (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by _____ (at least 5 days prior to closing, if left blank); and the walk-through inspection on the day before Closing Date or any other time agreeable to the parties; and the survey referenced in Paragraph 10(c) by _____ (at least 5 days prior to closing if left blank).

7. REAL PROPERTY DISCLOSURES: Seller represents that Seller does not know of any facts that materially affect the value 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 with final inspections completed, no later than 5 days prior to closing.

(a) Energy Efficiency: Buyer acknowledges receipt of the energy-efficiency information brochure required by Section 553.99B, Florida Statutes.

(b) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon level to an acceptable EPA level, failing 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 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

(d) Homeowners' Association: If membership in a homeowners' association is mandatory, an association disclosure summary is attached and incorporated into this Contract. BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) Mold: Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

112 Buyer (RC) _____ and Seller _____ acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages. COMPLAINT

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113 B. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until
114 closing, 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,
116 return the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its
117 completion. If Seller, using best efforts, is unable to complete required repairs or treatments prior to closing, Seller will give
118 Buyer a credit at closing for the cost of the repairs Seller was obligated to make. At closing, Seller will assign all assignable repair
119 and treatment contracts to Buyer and provide Buyer with paid receipts for all work done on the Property pursuant to the
120 terms of this Contract.

121 (a) Warranty, Inspections and Repair:

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

134 (2) Professional Inspection: Buyer may, at Buyer's expense, have warranted items inspected by a person who
135 specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida
136 license to repair and maintain the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the
137 inspection period, deliver written notice of any items that are not in the condition warranted and a copy of the inspector's
138 written report, if any, to Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts
139 the items listed in subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

140 (3) Repair: Seller will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items
141 into the condition warranted, up to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items
142 that are not in the condition warranted, have a second inspection made by a professional inspector and will report
143 repair estimates to Buyer. If the first and second inspection reports differ and the parties cannot resolve the differences,
144 Buyer and Seller together will choose, and equally split the cost of, a third inspector, whose written report will be
145 binding on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, Seller will have the
146 repairs made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items
147 exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or Buyer
148 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.

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

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

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

174 Buyer (SC) and Seller (MSU) acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.
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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 Seller 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 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 title 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 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 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 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, 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 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

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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 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 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. 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 AND DISPUTE RESOLUTION

15. DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, 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 Paragraph 18. Seller will also be liable to Broker for the full amount of the Buyer's deposit. Buyer and Seller acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

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ADMINISTRATIVE COMPLAINT

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235 brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits,
236 Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as
237 per Paragraph 16; and Broker will, upon demand, receive 60% of all deposits paid and agreed to be paid (to be split equally among
238 cooperating brokers except when closing does not occur due to Buyer not being able to secure financing after providing a Commitment,
239 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
241 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

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

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

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

262
263 **ESCROW AGENT AND BROKER**

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

271 18. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are
272 important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the
273 effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property
274 condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all
275 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
277 and facts that materially affect Property value. Buyer and Seller respectively will pay all costs 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
279 from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release
280 Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's
281 misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task
282 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention
283 of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each
284 assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory
285 obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

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

291 Buyer IC and Seller MP acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.
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282* Rosa Fernandez
283* Selling Sales Associate/License No.
294* Anthony Rivera / Theresa Ortega
295* Listing Sales Associate/License No.

Vizcaya Realty of Miami
Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) 3%
Rivas Realty of Fla
Listing Firm/Brokerage fee: (\$ or % of Purchase Price) 2%

ADDENDA AND ADDITIONAL TERMS

- 296
- 297 20. ADDENDA: The following additional terms are included in addenda and incorporated into this Contract (check if applicable):
- 298* A. Condo. Assn.
 - 299* B. Homeowners' Assn.
 - 300* C. Seller Financing
 - 301* D. Mort. Assumption
 - 302* E. FHA Financing
 - 303* F. VA Financing
 - 304* G. New Mort. Rates
 - H. As Is w/Right to Inspect
 - I. Inspections
 - J. Insulation Disclosure
 - K. Pre-1978 Housing Stmt. (LBP)
 - L. Insurance
 - M. Housing Older Persons
 - N. Unimproved/Ag. Prop.
 - O. Interest-Bearing Account
 - P. Back-up Contract
 - Q. Broker - Pers. Int. in Prop.
 - R. Rentals
 - S. Sale/Lease of Buyer's Property
 - T. Rezoning
 - U. Assignment
 - V. Prop. Disclosure Stmt.
 - W. FIRPTA
 - X. 1031 Exchange
 - Y. Additional Clauses
 - Other None
 - Other Buyer's Contract
 - Other

305* 21. ADDITIONAL TERMS:

306*

307* Seller to contribute 6% of sales price towards buyers

308* closing costs at time of closing.

309*

310* Seller to contribute \$80,000 for repairs at closing

311*

312* Seller will pay \$390,000 in this transaction, Real Estate

313* Commission is based on \$390,000.

314*

315* Responsibility for the balance in "As is condition" if any

316* repairs are necessary they are to be paid by Buyer.

317*

318*

319* Real Estate Comm. based on \$390,000 as follows:

320* 3% VIZCAYA REALTY OF MIAMI

321* 3% RIVAS REALTY OF FLA.

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Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.
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310 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.
350 OFFER AND ACCEPTANCE

351 (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)
352 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy
353 delivered to Buyer no later than a.m. p.m. on 4/8/06, this offer will be revoked
354 and Buyer's deposit refunded subject to clearance of funds.

355 Date: 8/28/06 Buyer: EDIDA CAPOTE
356 Print name: EDIDA CAPOTE

357 Date: _____ Buyer: _____
358 Phone: _____ Print name: _____
359 Fax: _____ Address: _____
360 E-mail: _____

361 Date: 9-07-06 Seller: Maria E. Martinez
362 Print name: MARIA E MARTINEZ

363 Date: _____ Seller: _____
364 Phone: _____ Print name: _____
365 Fax: _____ Address: _____
366 E-mail: _____

367 COUNTER OFFER/REJECTION

368 Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy
369 of the acceptance to Seller by 5:00 p.m. on _____). Seller rejects Buyer's offer.

370 Effective Date: 9/7/06 (The date on which the last party signed or initialed acceptance of the final offer;)

371 Buyer (TC) and Seller (Maria E. Martinez) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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ADMINISTRATIVE COMPLAINT

EXHIBIT # 10
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The clauses below will be incorporated into the Contract between MARIA E. MARTINEZ (Buyer) concerning the Property described as 10114 CARDOTE 1631 SW 13 ST. MIAMI FL 33145 (Seller) only if initialed by all parties;

PROPERTY

H. As is With Right to Inspect: This clause replaces Paragraphs 6 and 8 of the Contract but does not modify or replace Paragraph 9. Paragraph 5(a) Repair and Termites Repair Limits are 0%. Seller makes no warranties other than marketability of title. Seller will keep the Property in the same condition from Effective Date until closing, except for normal wear and tear ("maintenance requirement"), and will convey the Property in its "as is" condition with no obligation to make any repairs. Buyer may, at Buyer's expense, conduct professional and walk-through inspections as described below. If Buyer fails to timely conduct any inspection which Buyer is entitled to make under this paragraph, Buyer waives the right to the inspection and accepts the Property "as is." Seller will provide 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. Buyer may, by inspections of the Property. The inspection(s) will be 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. Buyer may cancel this Contract by written notice to Seller within 5 days (within 5 days if left blank) from the end of the Inspection Period if the estimated cost of treatment and repairs determined to be necessary by Buyer is greater than \$2000. For the cancellation to be effective, Buyer must include in the written notice a copy of the inspector's written report, if any, and treatment and repair estimates from the inspector or person(s) holding an appropriate Florida license to repair the items inspected. Any conditions not reported in a timely manner will be deemed acceptable to Buyer. Buyer may, on the day before Closing Date or any other time agreeable to the parties, walk-through the Property solely to verify that Seller has fulfilled the contractual obligations. No other issues may be raised as a result of the walk-through inspection.

I. Inspections (check as applicable)
(1) Self-Inspection: Buyer and Seller agree that unlicensed persons, including the parties themselves, may conduct the inspections (except for Buyer's wood-destroying organism inspection) permitted in Paragraph 6 of the Contract or Paragraph H of this Addendum. However, if the inspection findings differ and the parties cannot resolve the differences, Buyer and Seller together will choose, and will equally split the cost of, a professional inspector as defined in Paragraph 8 of the Contract whose report will be binding on the parties.

(2) Right to Cancel Based on Inspection Results: Within the Inspection Period provided in Paragraph 6 of the Contract, Buyer will, at Buyer's sole expense, complete any desired inspections of the Property in addition to those referenced in Paragraphs 7 and 8(a)(2). If Buyer is for any reason unhappy with a condition of the Property noted in during the inspection results, Buyer may cancel the Contract by delivering written notice to Seller along with a copy of the inspection results within 2 days from the end of the Inspection Period, and Buyer will, at Buyer's sole expense, immediately repair all damage resulting from Buyer's inspections and restore the Property to its pre-inspection condition; this obligation will survive termination of the Contract. If the Contract is not cancelled, the parties' obligations remain as specified in the Contract. This Paragraph does not modify or replace the rights and obligations of the parties under Paragraph 9 of the Contract.

J. Insulation Disclosure (New Homes Only): Insulation has been or will be installed in the new residence as follows:
Location Type Thickness Manufacturer R-Value
Interior Walls
Flat Ceiling Area
Sloped Ceiling Area
Common Walls Between House & Garage
Exterior Walls
Other

ADMINISTRATIVE COMPLAINT

EXHIBIT # Addendum No. 4/22
PAGE 8 OF

1 The clauses below will be incorporated into the Contract between MARIA E MARTINEZ (Seller)
2 and 12122 CAFO TE (Buyer) concerning the Property described as
3 (631 SW 13 ST MIAMI FL 33145)

4 - T. Rezoning: Buyer will have until _____ only if initiated by all parties;
5 zoning for the Property from the appropriate government agency; Zoning _____ to obtain the following
6 required by the government agency. Buyer will pay all costs associated with the rezoning application and proceedings. If
7 rezoning is not obtained, this Contract will terminate and Buyer's deposit will be refunded. Seller will sign all forms

8 - U. Assignment: Seller agrees that Buyer may assign this Contract to _____
9
10 Buyer will deliver a copy of the assignment to Seller and will will not be released from the duty to perform this Contract.
11 (Signature)

12 V. Property Disclosure Statement: This offer is contingent on Seller completing, signing and
13 delivering to Buyer a written real property disclosure statement within 3 days from Effective Date. If the statement discloses any
14 material information about the Property that is unacceptable to Buyer, Buyer may cancel this Contract by written notice to
15 Seller within 3 days from receipt of Seller's written statement.

16 - W. Foreign Investment in Real Property Tax Act ("FIRPTA"): If a Seller is a "foreign person" as
17 defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 10% of the amount realized by the
18 Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The
19 primary exemptions are (1) Seller provides Buyer with an affidavit that Seller is not a "foreign person", (2) Seller provides
20 Buyer with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is \$300,000 or
21 less, Buyer is an individual who purchases the Property to use as a residence, and Buyer or a member of Buyer's family has
22 definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two
23 12 month periods after transfer. The IRS requires Buyer and Seller to have a U.S. federal taxpayer identification number
24 ("TIN"), Buyer and Seller agree to execute and deliver as directed any instrument, affidavit or statement reasonably necessary
25 to comply with FIRPTA requirements including applying for a TIN within 3 days from Effective Date and delivering their
26 respective TIN or Social Security numbers to the Closing Agent. If Seller applies for a withholding certificate but the application
27 is still pending as of closing, Buyer will place the 10% tax in escrow at Seller's expense to be disbursed in accordance with
28 the final determination of the IRS, provided Seller so requests and gives Buyer notice of the pending application in accordance
29 with Section 1445. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to
30 Buyer at closing the additional cash necessary to satisfy the requirement. Buyer will timely disburse the funds to the IRS and
31 provide Seller with copies of the tax forms and receipts.

32 - X. 1031 Exchange: If either Seller or Buyer wishes to enter into a like-kind exchange (either
33 simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
34 cooperate in all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the
35 cooperating party will incur no liability or cost related to the Exchange and that the closing shall not be contingent upon,
36 extended or delayed by the Exchange.

37 - Y. Additional Clauses
38 \$395 processing fee payable to Virginia Realty of Miami
39 at closing by Buyer.
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FAX NO.

Addendum to Contract



The following provisions are made a part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract between MARIA E. MARTINEZ (Seller) and IDIRA CAPOTE (Buyer) concerning the Property located at 1631 SW 13 ST, MIAMI FL 33145

1. Buyer, at Buyer's expense, may have a qualified professional conduct an inspection of the Property for mold within 5 days from the Effective Date ("Mold Inspection Period").
2. Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the Contract.
3. In the event the mold inspection reveals a significant presence of mold in the Property, which requires professionals to remove the mold, at a cost which exceeds \$ 1,000, Buyer may cancel the Contract by delivering written notice of such election no later than 48 hours after expiration of the Mold Inspection Period. If Buyer timely cancels the Contract, the deposits paid shall be immediately returned to Buyer and Buyer and Seller shall be released from further obligations under the Contract, except as provided in subparagraph 2 above.
4. If Buyer fails to conduct the inspection permitted in this Paragraph or having conducting such inspections, fails to timely notify the Seller of Buyer's intent to cancel this Contract or if the mold inspection does not reveal significant presence of mold in the Property which requires professional remediation to remove the mold, at a cost which exceeds the sum specified in Paragraph 3 above, Buyers may not terminate this Contract pursuant to this Addendum.

Seller: Maria E. Martinez (signature) | Maria E. Martinez (print) Date: 09/07/06

Seller: _____ (signature) | _____ (print) Date: _____

Buyer: IDIRA CAPOTE (signature) | IDIRA CAPOTE (print) Date: 8/28/06

Buyer: _____ (signature) | _____ (print) Date: _____

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EXHIBIT # 10 OF 10 4/29

RE1 - SINGLE FAMILY RESIDENTIAL

Southeast Florida MLS

ML: M1080837 BC: RVAS01 OF: Rivas Realty of Florida, Inc. AREA: 41 AZON: STATUS: C
AD: #1631 SW 13 ST CITY: MIAMI RP: LLP: LP: \$390,000
CT: DADE F#: 01-41-10-063-1720 ZIP: #33145 GEOAR: ZN: #1 /S FM STYLE: R30 #I: 8
LG: #SHENANDOAH PB 8-90LOT 17 BLK 14 LOT SIZE 50.000 X 118 OR 13820-1447 0988 4 COC

MC: #1 TN: #41 SE: #10 SD: #63 PN: #1720 MAP: #1041 ST: FL TYPE: / SINGLE
DV: SN: #SHENANDOAH MN:

LA: #1,663 TA: #1,275 YR: #1930/ RS CONV: BED: 4 FBATH: 2 HBATH: 0

GARAG: 0 CPT: 0 WF: FACE: S F\$:

PARK: DRIVEWAY PAVERS PARK RESTR:

LT: #50X 118 SF: #5,900 LOTDS: 0-1/4ACR

WTRFR: VIEW: OTHER

WTRAC: DESGN: ATTACH ES:

CONST: CBS ROOF: BUILT-UP MS:

FLOOR: CERAMIC DINE: HS:

ROOMS: FAMILY GST-INLW

POOLS: N PL: SPA:

REM: HOUSE 3/1 PLUS DETTACHED FULL APARTMENT IN REAR OF 1/1., LIKE A DUPLEX, CLOSET HAS CEDAR WOOD, PATIO. IRON BARS, ALL FENCED, ETC.... TOTALLY UPDATED FRONT AND REAR. ALL NEW. IF YOU SEE IT YOU BUY IT, BECAUSE IT IS A MARKET VALUE PRICE. CLOSE TO SHOPPING CENTERS AND FAMOUS CALLE 8., VACANT EASY TO SHOW ON LBX.

DIR: 1631 SW 13 ST, MIAMI, FL

BRK-REM:

LV: DR: DA: KT: FR: FL: PR:

MB: 2B: 3B: 4B: 5B: DN: PB:

BEDRM: ENTRYLVL UR: CF: 0

MSBTH: PETS:

INTER: CLOS-CAB FOYER PANTRY OTHER

EQUIP: DRYER ELECWHTR RANGE-E REFRIG WASHER SMOKEDET

WNDW: RESTR: NONE HOPA:

EXTER: FENCE FRUITTREE OPENPORCH PATIO TV-ANTEN

GUEST: GUEST SQ FT: 0

SUBDV: NONE MAINT: CABLEAVL:

HEAT: CENTRAL ELEC SPRINK:

COOL: CENTRAL ELEC WTR: MUNICIPL SEWER: MUNICIPL

TRMCONS: CONV ASSUME: DAV/SOH: #196,587

MPR: N TOA: N FEE: DMV/ASV:

TX: #4,079 TXYR: 2005 TAX: CITY/CNTY TM:

SPEC: POSS: FUNDING IDX: Y

LPID: 0168892 LS: Anthony Rivas APH: 305-297-7819 OPH: 305-267-6789 x 0

2PID: 0398255 2A: Theresa Ortego 2AG: 305-785-5607 FAX: 305-267-3013

LTY: ER ON: ON#: 2PH: 305-297-7819

URL: PHOTO: SD3-8 WD:

EMAIL: rivasrealty@aol.com VT:

COBA: 3% COTB: 3% CONR: 3% VAR: N JA: BRD: M

OCCUP: VACANT SHOW: LBX-NOAPPT LD: XD:

PREV STATUS: W STATUS CHNG: 08/20/06 OK ADV: Y L1:

PREV\$: PRICE CHNG: ORIG LP: \$390,000 L2:

INet: Y/HOUSE 3/1 PLUS DETTACHED APARTMENT OF 1/1. PATIO. FENCED, IRON BARS. CEDAR WOOD ON CLOSETS, VACANT. IF YOU SEE IT YOU BUY IT!!

MOBILE HOME DECAL: SZ: S#: BRAND:

FEEINCL: MISC:

PD: CONTING: DM: FURN: CD: SP:

ECD: CB: SPID: SS: S1:

TR: SPID2: SS2: S2:

*(c) 2007 -- Southeast Florida MLS -- INFORMATION IS BELIEVED ACCURATE BUT IS NOT WARRANTED

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EXHIBIT # 11

PAGE 1 OF 1

<input type="radio"/> 1. FHA	<input type="radio"/> 2. FmHA	<input checked="" type="radio"/> 3. Conv. Unins.	6. File Number cg06-408	7. Loan Number 4701107562	8. Mortg. Ins. Case Num.
<input type="radio"/> 4. V.A.	<input type="radio"/> 5. Conv. Ins.		ID:		

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Gleen Cabezas, a single man
Address of Borrower: 1631 SW 13 Street, Miami, Florida 33145

E. NAME OF SELLER: Maria Esther Martinez, a single woman
Address of Seller:

F. NAME OF LENDER: Fieldstone Mortgage Company
Address of Lender: 11000 Broken Land Parkway, Suite 600, Columbia, Maryland 21044

G. PROPERTY LOCATION: 1631 SW 13 Ave, Miami, Florida 33145

H. SETTLEMENT AGENT: Cristina Gomez, P.A.
Place of Settlement: 6043 N.W. 167th Street, Suite A-16, Miami Lakes, Florida 33015

I. SETTLEMENT DATE: 9/29/06

DISBURSEMENT DATE: 9/29/06

TIN: 56-2419635
Phone: 305-824-1505

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	500,000.00	401. Contract sales price	500,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	25,203.14	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	525,203.14	420. Gross amount due to seller:	500,000.00
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
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)	27,288.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage	72,528.55	504. Payoff of first mortgage loan	90,254.08
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209. Seller's Contribution to closing costs	19,745.92	509. Seller's Contribution to closing costs	19,745.92
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes from 01/01/06 to 09/29/06	3,028.67	511. County taxes from 01/01/06 to 09/29/06	3,028.67
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	520,303.14	520. Total reductions in amount due seller:	140,317.17
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	525,203.14	601. Gross amount due to seller (line 420)	500,000.00
302. Less amount paid by/for the borrower (line 220)	(520,303.14)	602. Less total reductions in amount due seller (line 520)	(140,317.17)
303. Cash (<input checked="" type="checkbox"/> From <input type="checkbox"/> To) Borrower:	4,900.00	603. Cash (<input checked="" type="checkbox"/> To <input type="checkbox"/> From) Seller:	359,682.83

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, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 8282 and/or Schedule D (Form 1040).

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ADMINISTRATIVE COMPLAINT

EXHIBIT # 12

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Total Sales/Brokers Com. based on price		\$500,000.00 @	% = 23,400.00	Borrower POC	Seller POC	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement	
01.	11,700.00	% to Vizcaya Realty of Miami, Inc.						
02.	11,500.00	% to Rivas Realty of Florida, Inc.						
03.	Commission paid at settlement							
04.	Processing Fee	to Vizcaya Realty/Rivas Realty of Miami				395.00	195.00	
000 Items payable in connection with loan:								
01.	Appraisal Fee	% to NDF APPRAISALS, INC.	550.00	Borrower POC	Seller POC			
02.	Loan discount	% to						
03.	Wire Fee	to Fieldstone Mortgage Company				5.00		
04.	Flood Determination	to Fieldstone Mortgage Company				7.50		
05.	Lender's inspection fee	to						
06.	Mortgage insurance application fee	to						
07.	Tax Service Fee	to Fieldstone Mortgage Company				65.00		
08.	Mortgage Broker Fee	to Latin Mortgage Investments Group, Inc.				5,000.00		
09.	Underwriting Fee	to Fieldstone Mortgage Company				799.00		
10.		to						
11.		to						
000 Items required by lender to be paid in advance:								
01.	Interest from	09/29/06 to 10/01/06 @ 87.0700 /day		Borrower POC	Seller POC	174.14		
02.	Mortgage insurance premium for	months to						
03.	Hazard insurance premium for	1 years to Fiamingo Insurance Associates				2,774.00		
04.	Flood insurance premium for	years to						
05.		years to						
1000 Reserves deposited with lender:								
1001.	Hazard insurance	months @	per month	Borrower POC	Seller POC			
1002.	Mortgage insurance	months @	per month					
1003.	City property taxes	months @	per month					
1004.	County property taxes	months @	per month					
1005.	Annual assessments	months @	per month					
1006.	Flood insurance	months @	per month					
1007.		months @	per month					
1008.		months @	per month					
1009.	Aggregate accounting adjustment	months @	per month					
1100 Title charges:								
1101.	Settlement or closing fee	to Cristina Gomez, P.A.		Borrower POC	Seller POC	350.00		
1102.	Abstract or title search	to Cristina Gomez, P.A.					250.00	
1103.	Title examination	to Cristina Gomez, P.A.				275.00		
1104.	Title insurance binder	to Professional Title Examiners, Inc.				240.00		
1105.	Document preparation	to						
1106.	Notary fees	to						
1107.	Attorney's Fees	to						
(includes above item numbers:)								
1108.	Title Insurance	to Cristina Gomez, P.A.				2,600.00		
(includes above item numbers:)								
1109.	Lender's coverage (Premium):	\$425,000.00 (\$25.00)						
1110.	Owner's coverage (Premium):	\$500,000.00 (\$2,575.00)						
1111.	Endorse: 6-25;8-1-25;BME-25;F9-260.00					335.00		
1112.	Courier/Fed Express	to Fedex				100.00	55.00	
1113.	Lien Letters	to Rapid Lien					120.00	
1200 Government recording and transfer charges:								
1201.	Recording fees	Deed \$18.50 Mortgage(s) \$245.00 Releases \$18.50				263.50	18.50	
1202.	City/county tax/stamps	Deed Mortgage(s) \$2,000.00				2,000.00		
1203.	State tax/stamps	Deed \$3,000.00 Mortgage(s) \$2,750.00				2,750.00	3,000.00	
1204.		to						
1205.		to						
1300 Additional settlement charges:								
1301.	Survey	to Global Dimensions		Borrower POC	Seller POC	410.00		
1302.	Recertification	to Cristina Gomez, P.A.				300.00		
1303.	Broker Processing Fee	to Latin Mortgage Investments Group, Inc.				560.00		
1304.	Courier Fee to Broker	to Latin Mortgage Investments Group, Inc.				200.00		
1305.	Broker Application Fee	to Latin Mortgage Investments Group, Inc.				500.00		
1306.	Policies/Post Closing	to Policies & More, Inc.				300.00		
1307.	Water hold	to Miami Dade Water & Sewer					250.00	
1308.	2006 Taxes	to Miami Dade County Tax Collector				4,800.00		
1309.								
1400 Total settlement charges:						25,203.14	27,288.50	
(Enter on lines 103, Section J and 502, Section K)								

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

_____ Borrower
 Gleen Cabezas
 _____ Seller
 Maria Esther Martinez
 _____ Seller

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 disbursed in accordance with this statement.

By: _____
 As Its Authorized Representative
 Date _____

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WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

DoubleTime® OF

No. 3298 P. 2/2

CRISTINA.GOMEZ.P.A.

6:26PM 29 2006

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