CLERK

Sarah Wachman

Date 7/16/2009 File # 2009-05852

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

2008013809

2007034325

CORRECTED 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." This Corrected Final Order replaces the Final Order filed in this matter on June 22, 2009.

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 an eight (8) year suspension 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 suspend the Respondent's license for eight (8) years without considering aggravating circumstances. Finally, because the Administrative Law Judge's conclusion in Paragraph 46 is contrary to the plain language of Rule 61J2-24.001(4), F.A.C., the Commission finds that its interpretation of Rule 61J2-24.001(4), a

rule over which the Commission has substantive jurisdiction, is more reasonable than the ALJ's. See Section 120.57(1)(1), Fla. Stat. (2008)(providing that "[t]he agency in its final order may reject or modify the conclusions of law over which it has substantive jurisdiction and interpretation of administrative rules over which it has substantive jurisdiction. When rejecting or modifying such conclusion of law or interpretation of administrative rule, the agency must state with particularity its reasons for rejecting or modifying such conclusion of law or interpretation of administrative rule and must make a finding that its substituted conclusion of law or interpretation of administrative rule is as or more reasonable than that which was rejected or modified.")

6. The Administrative Law Judge's recommendation as to the appropriate penalty is set forth in paragraph 48, paragraph 49, and the last two sentences of paragraph 47. For the reasons set forth in the Petitioner's Notice of Intent to Present Aggravating Evidence (which is adopted and incorporated herein by reference) and after a review of the complete record, the Commission rejects the Administrative Law Judge's recommended penalty and concludes that an 8 year suspension of Respondent's license and the imposition of a fine and costs is appropriate under the circumstances of the instant case. See Section 120.57(1)(1), Fla. Stat. (2008)(providing that "[t]he agency may accept the recommended penalty in a recommended order, but may not reduce or increase it without a review of the complete record and without stating with particularity its reasons therefore in the order, by citing to the record in justifying the action.").

DISPOSITION

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

WHEREFORE, it is hereby ORDERED and ADJUDGED that:

- Respondent is in violation of Counts 1 through 6 of the Administrative 1. Complaint;
- Respondent's license is SUSPENDED for eight (8) years for the reasons stated in 2. the Petitioner's Notice of Intent To Produce Aggravating Evidence and the penalty guidelines of Rule 61J2-24.001(4), F.A.C.
- Respondent shall pay an administrative fine of \$3,000.00 and costs of \$2,904.00 3. within eight (8) years of the date of this Final Order;
- Respondent shall attend two (2) 2-day FREC meetings within eight (8) years of 4. the date of this Final Order.

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

DONE and **ORDERED** this ____ day of __

FLORIDA REAL ESTATE COMMISSION

By: Thomas O'Bryant, Jr.

Director, Division of Real Estate

NOTICE OF RIGHT TO JUDICIAL REVIEW

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

CERTIFICATE OF SERVICE

U.S. Postal Service CERTIFIED MAIL. RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at www.usps.com 1,420 Postage Certified Fee 000 Postmark Return Receipt Fee (Endorsement Required) Here Restricted Delivery Fee (Endorsement Required) 3230 Total Postage & Fees | \$ 7008 U.S. Postal Service in CERTIFIED MAIL., RECEIPT 7912 (Domestic Mail Only; No Insurance Coverage Provided) 7420 Postage Certified Fee 0003 Postmark

Here

Sec Reverse for Instructions

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total Postage	& Fee
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FILED

Department of Business and Professional Regulation

Deputy Agency Clerk

CLERK

Brandon Nichols

Date (

6/22/2009 2009-05047

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

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

Petitioner,

vs.

CASE NO.: 08-4406PL

DBPR CASE NOS.: 2008013818

2008013802

2008013852

2008013809

2008013812

2007034325

ROSA FERNANDEZ,

Respondent.

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

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

DISPOSITION

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

WHEREFORE, it is hereby ORDERED and ADJUDGED that:

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

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

DONE and ORDERED this ______ day of ______

FLORIDA REAL ESTATE COMMISSION

By: Thomas O'Bryant, Jr. Director, Division of Real Estate

NOTICE OF RIGHT TO JUDICIAL REVIEW

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Order has been provided by U.S. Mail to Douglas D. Stratton, Esquire, Stratton & Feinstein, 407 Lincoln Brandom M. Milde

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Office of the General Counsel James P Harwood, Chief Attorney Division of Real Estate 400 West Robinson Street, Suite N801 Orlando, FL 32801-1757 Phone 407 481 5632 • Fax 407 317 7260

Charles W. Drago, Secretary

Charlie Crist, Governor

June 15, 2009

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

RE:

DBPR v. Daniel Brizuela DBPR Case No. 2008047867

Dear Mr. Brizuela:

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

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

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

Sincerely,

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

RM/jp Enclosures

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

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

Petitioner,

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

ADMINISTRATIVE COMPLAINT

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

ESSENTIAL ALLEGATIONS OF MATERIAL FACT

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

H \ac\FERNANDEZ ROSA doc

- 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

FDBPR v. Rosa Fernandez Administrative Complaint

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

that the Seller's contribution to the Buyer's closing costs was \$32,994. A copy of the settlement statement is attached hereto and incorporated herein as Administrative Complaint Exhibit 8.

29. Respondent failed to maintain broker's records showing , that the Seller's contribution to the Buyer for repairs costs was \$17,000.

COUNT FOUR .

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

- 30. Petitioner realleges and incorporates herein Paragraphs
 One through Three above.
- 31. On or about June 21, 2005 Respondent represented Omar Claro (Buyer 6) in the purchase of a property located at 3707 Le Jeune Road, Coral Gables, FL 33134 (Subject Property 6) owned by Guillermo & Simone C. Roetman (Sellers 6) for \$575,000. A copy of

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

FDBPR v. Rosa Fernandez Administrative Complaint

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

Case No. 2008013818

FDBPR v. Rosa Fernandez Administrative Complaint

Administrative Code Rule 61J2-24.001.

SIGNED this 17 day of _

2008.

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

Division of Front Charles

1717108

ATTORNEY FOR PETITIONER

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

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

/k PCP: RE/NH 7/08

NOTICE TO RESPONDENTS

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

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

FDBPR v. Rosa Fernandez Administrative Complaint

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

Property Details

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

	miami - Dad	e 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	Mıami, 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.	<u>X</u> .
Carrier Route	C025	Zoning	R-1
Flood Zone Panel	1206500187J		
Tax Info:			
Improved Assessment	\$111,448	Annual Tax	\$7,084
Land Assessment	\$161,554	Tax Area	100
DAV/Dade Tot Assessed Val	\$273,002	Lot Number	15
Market Value	\$273,002	Block ID	1
Assessment Year	2006	Legal Description	Amd Plat Venice Heights Pb 29- 69 S54ft Of N71 5ft Lots 15-16 Blk 1 Lot Size 54 000 X 98 Or 21025-4865 01 2003 1 Coc 23376-1567 04 2005 1 Phyllis Shapiro Reineiro Rosales Or 17110-3956 0296 1 Victor Yanez Or 18684-0298 06 1999 1 Gerardo Martin Or 21025- 4865 01 2003 1 Alfredo Romero 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	Intenor Wall	Drywali
Building Sq Ft	1,133	Extenor.	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 \$4-46/19/3 Ling 1 \$208/96/19/1-LAINT

http://realist2 firstamres.com/propertydetail jsp

EXHIBIT	#_2	5/8/2007	Z
PAGE) OF		



Residential Sale and Purchase Contract FLORIDA ASSOCIATION OF REALTORS®

1"	1. SALE AND PURCHASE: IS ADC MONCARZ & TERUSA MONCARZ ("Seller")
	and CARUS MMIAN ("Buyer")
3	agree to sell and buy on the terms and conditions specified below the property described as:
4.	Address 447 ARAGON AUE CON GOBLES, FL 33134
£.	Legal Description: 7-8 5441 CURAL GABUS SEC & PA 5-III LOT 24 BLK7 LUT SIZE
6. 5.	50 CCC X 10 Tax 10 No: 03-41-08-00;-1191
A.	together with all improvements and attached items, including fodures, built-in furnishings, built-in appliances, ceiling fans, light
Ð	fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the
10.	DURCHASO ARE: CENTROL A/C UNIT, I ELECT RANGE, I REFRIG I DISH WISHER I REFRIG I WASHER, I DRYER CHANDALIER DINNING, BREAKFAST
11.	TABLE WASHER, I DRYER CHANDACTER DINNING, BREAKTAST
13'	The following attached items are excluded from the purchase:
14"	
15 18	The real end 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.
17	PRICE AND FINANCING
:8	2. PURCHASE PRICE \$ 595000 payable by Buyer In U.S. nurrency as follows:
18*	(a) \$
20°	Stonetie Name of Company LL 4 TINA GUILLE ATTURE INTO
<u>ን</u> ድ	(b) \$Additional deposit to be delivered to Escrow Agent by
23°	(c) 595000 Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)
2E*	(d) \$ Other:
25	(e) \$ 6 Al On Liv (e) Balance to close (not including Buyer's closing costs, prepaid items and promitons). All funds paid
-27	at closing must be paid by locally drawn cashier's check, official bank check, or wired funds
28° 29°	3. FINANCING: (Check as applicable) a (a) Buyer will pay cash for the Property with no financing contingency. (a) SL(b) Buyer will apply for the financing specified in paragraph 2(c) at the prevailing interest rate and loan costs based on
/20	Buyer's creditworthiness (the "Financing") within days from Effective Date (5 days if left blank) and crowde Seller with a
ΝŅ	, / written Financing commitment or appreval letter ("Commitment") within 20 days from Effective Date (30 days if left blank)
/3 X	$\mathcal W$ ("Commitment Period"). Buyer will keep Seller and Broker fully informed about loan application status, progress and
.39 24	Commitment issues and authorizes the mortgage broker and lender to disclose all such information to Setter and Broker. Once Buyer provides the Commitment to Setter, the financing contingency is waived and Setter will be entitled to ratain the deposits.
.~ 35	if the transaction does not close by the Closing Date unless (1) the Property appraises below the purchase price and either the
35	parties cannot agree on a new purchase price or Buyer elects not to proceed, or (2) another provision of this Contract requires
37	the deposits to be returned. If Buyer, using diligence and good faith, cannot provide the Commitment within the Commitment
38	Period, this Contract will be terminated and Buyer's deposits refunded.
. Je	(I,M) (I,M) (CLOSING
140	4. CLOSING DATE; OCCUPANCY: Unless extended by other provisions of this Contract, this Contract will be closed on
41	25 ("Closing Date") at the time established by the closing agent, by which time Seller will (a) have removed all
42 43	personal items and trash from the Property and swept the Property clean and (b) deliver the deed, occupancy and possession, along with
44	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
45	Immediately return all Seller-provided title evidence, surveys, association documents and other items.
46 47	5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by
43	mall or electronic means if title insurance insures Buyer for title defects árising 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
43	Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below
50	(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to dure this up to
51	The state of the part of the p
	EXHIBIT #3
62 53	Buyer () and Seller () Seller (
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	<i>f</i> × <i>f</i> × <i>f</i>	G.
54*	and up to \$ 0 or	if laft blank) of the purchase price for wood-destroying organism
55*	treatment and repairs ("WDO Repair Limit"); Other	which distinct our the purchase price for wood-destroying organism
56 57°	(U) Duyor Costs: Bliver will nov taxes and monading to	
	statements; loan expenses; lander's title policy; inspectio (c) Yitle Evidence and Insurance; Check (1) as (2):	as survey flood incurence. Out
58	(C) Title Evidence and insurance. Check (4) (6)	The state of the s
59*	11/ 11/0 III EVIDENCE WILDO & Dargarant 40/-ve)	ner's title insurance commitment. O Seller O Buyer will select this title
÷0°	agont O Soller O Buyer will pay for the owner's titl	ner's title insurance commitment. Di Seller Di Buyer will select the title e policy, search, examination and related charges. Each party will
Ġ١	pay its own closing fees	the first state of the first sta
95.	(A) Seller will provide an abotion	
СЭ	the owner's title policy and select the title press of	Paragraph 10(a)(2) as title evidence. O Seller & Buyer will pay for aller will pay fees for title searches prior to closing, including tax
(LJ	search and lien search feed and there agant S	eller will pay fees for title searches prior to closing, including tax is for title searches after closing (if any), title examination fees and
05	closing fees	s for title searches after closing lift and, title exacuration loss and
C6	(d) Prorations: The following terms	o / Was exemination less stid
6,2	estate taxes interest bands assessment be made current	(if applicable) and prorated as of the day before Closing Date, registers, insurance, repts and other comments.
69	the Property If tayon and assessments, association	(if applicable) and prorated as of the day before Closing Date, real less, insurance, rents and other current expenses and revenues of ar cannot be determined, the pressure to active the determined.
ьõ	adjustment for exampling and investigation the current year	fees, insurance, rents and other current expenses and revenues of ar cannot be determined, the previous year's rates will be used with esponsible for property by recessed the second states.
70	(e) Special Assessment to and improvements. Buyer is r	esponsible for property tax increases due to change in ownership
7.	amount of lines that	esponsible for property tax increases due to change in ownership call assessments imposed by a public body, Selfer will pay (i) the full process of the leaf of th
72	an improvement that are certified, confirmed and ratified before	pre closing and (ii) the amount of the lost collected with pay (i) the full
73	other amounts	cial assessments imposed by a public body, Sellier will pay (i) the full pre closing and (ii) the amount of the lest estimate of the assessment it also but has not resulted in a lien before closing, and Buyer will pay air
7a	otreramounts.	The result of the life in Delote Closing, and Billing will have all
-5	17 12X Winholding Biver and Seller will competitude to	
76	Seller to provide additional cash at closing if Seller is a " (g) Home Warranty: O Buyer O Sellet N/A will pay to a	foreign person" as defined by factoral law act, which may require
771	(9) HOME Warrante CI Prover 12 Called DE 11/4	The second of th
70	cost not to exceed \$ A home warranty plan i	home warranty plan issued byat a provides for repair or replacement of many of a home's mechanical kdown due to pormet warrant and a provided to provide the provided to provided the provided the provided to provided the provided to provided the provided to provided the provided th
	systems and major built-in appliances in the event of brea	provides for repair or replacement of many of a home's mechanical kdown due to normal wear and tear during the agreement period.
73		and tear outling the agreement period,
	e Modern	TY CONDITION
61.	TO THE PROPERTY OF THE PROPERT	No automorphism in the contract of the contrac
85.	by (at least 5 days or	or to plosing, if left blank; and the walls through inspection or, the
EC	day before Closing Date or any other time agreeable to	or to glosing, if left blank; and the wall, through inspection or, the the parties; and the survey referenced in Paragraph 10(c, by
84.	lat least 5 days prior	exclosing the bloom survey relevenced in Paragraph 10(c) by
as.	7. REAL PROPERTY DISCLOSURES, SALLES	- A
96	of the Property, including but not limited to violations of asset	at Seller does not know of any facts that materially affect the value ammental laws, rules and regulations, other than those that Buyer osed to Buyer Seller will baye all accounts.
2 (Can readily observe or that are known by or have have	and regulations, other than those that Runer
BEI V	Will little inspections completed no later than 5 days and	The same with have all open permits it and chosen and
3 '	(a) Energy Efficiency: Buyer acknowledges receipt of the	CIOSING.
30	Florida Statutes	closing, energy-efficiency information brochole required by Section 553 996.
21	(D) Hadon Gas: Radon is a not write once were	
35	quantities, may present health risks to persons who are	ve gas that, when it has accumulated in a building in sufficient exposed to it over time. Levels of rador, that exceed federal and
93	State dulidelines have been found in bustings	respond to the very little Levels of rador, that revened todoes as a
₽ 4	JUISH 160 FOM VOUR COUNTY DUBLIC BOOKS I LIGHT IN	the mornation regarding 18000 and rading testing may be
95 93	lest the Property for radon if the radon lovel average	nave an appropriately (censed nerson
97	level to an accentable EPA level follow which ask	The reduce
98 38	(c) Flood Zone: Buyer is advised to verify by survey, with	the lender and with appropriate government agencies which flood
):2 :-e	a the most of easy is in, whether flood insurance is required a	the lender and with appropriate government agencies which fiched and what restrictions apply to improving the Property and rebuilding
90	below the more of the Property is in a Special Flood H	and what restrictions apply to improving the Property and rebuilding lazard Area or Coastal High Hazard Area and the buildings are built
01	Effective Date for the Property of the Propert	lazard Area or Coastal High Hazard Area and the buildings are built Contract by delivering written notice to Seller within 20 days from
02	Effective Date, failing which Buyer accepts the existing eleva (d) Homeowners' Association: If membership in a hon	tion of the buildings and zone designation of the Design
03	Summary is attached and increase it membership in a hon	non of the buildings and zone designation of the Property neowners' association is mandatory, an association disclosure
(H	SUYER HAS RECEIVED AND DECARED INTO this Contra	neowners' association is mandatory, an association disclosure act. BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL
05	SUYER HAS RECEIVED AND READ THE DISCLOSURE	SUMMARY.
000		
07	TO PURCHASE A CHANGE OF CHANGE OF THE	SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY YER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT THIS IMPROVEMENTS TO PAY IN THE YEAR SUBSEQUENT
OPI	PHOPERTY THAT COULD REQUIT IN MICHED PROPER	THIS HEASSESSMENTS OF THE
0 9	VALUATION, CONTACT THE COLUMN PROPERTY APPORT	TANCO. II OU HAVE ANY QUESTIONS CONCERNING
10	(1) Mold: Mold s part of the patient and transment that	SELTO OFFICE FOR PORTHER INFORMATION
•;	susceptible persons. For more information and that, where	SEH'S OFFICE FOR FURTHER INFORMATION accumulated in sufficient quantities, may present health risks to ty indoor air quality specialist or other appropriate professional
	the coun	ty indoor air quality specialist or other appropriate professional
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	UR-8 Nev 10/04 @ 2004 Florida Association of Reutrons NI Righ	Its Reserved ALIVINI DITION TO THE LAIN!
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•••		EXHIBIT #
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9. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Properly in the same condition from Effective Date until closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Setter will provide 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 completion. If Seller, using best efforts, is unable to complete required repairs or treatments prior to closing. Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make At closing, Seller will assign all assign able repair and treatment contracts to Buyer and provide Buyer with paid receipts for all work done on the Property pursuant to the 121

(a) Warranty, Inspections and Repair:

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

(2) Professional Inspection: Buyer may, at Buyer's expense, have warranted items inspected by a person who 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 Penod, deliver written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to Seller If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement (3) Repair: Seller will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items into the condition warranted, up to the Repair Limit, Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer. If the first and second inspection reports differ and the parties cannot resolve the differences. Buyer and Selfer 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, Selfer will have the repairs made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted force exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess of Buyer designates which repairs to make at a total cost to Seller not exceeding the Repair Limit and accepts the datance of the Property in its "as is" condition:

(b) Wood-Destroying Organisms: "Wood-destroying organism" means arthropod or plant life, including termities, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or intests seasoned wood in a structure, excluding fences Buyer may, at Buyer's expense and prior to dosing, have the Property inspected by a Florida-licensed pest control business to determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5 days from the date of the inspection. If Seller previously treated the Property for wood-destroying organisms, Seller does in: have to treat the Property again if (i) there is no visible live infestation, and (ii) Seller transfers a current full treatment warranty to Buyer at closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have treatments and spairs made by an appropriately licensed person at Seller's expense up to the WDO Repair Limit if the cost to treat and repair the Property exceeds the WDO Repair Limit, either party may pay the excess, falling which either party may cancel this Contract by written notice to the other. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property as is" with regard to wood-destroying organism infestation and damage, subject to the maintenance requirement

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

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

Rev 10/04 © 2004 Florida Association of Revitors* All Rights Roserved 174 Buyer () ADMIN STRATIFE CONFLAINT ግ የባ ሳት ስስ *የ*ክ

10. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or 176 177 quardian deed as appropriate to Setler's status 178

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in Sellor in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residentia use of the Property: covenants, easements and restrictions of record, matters of plat; existing zoning and government regulations, oil, gas and mineral rights of record if there is no right of entry; current taxes, mortgages that Buyer will assume; and encumbrances that Seller will discharge at or before closing. Seller will, at least 2 days prior to doeing, 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 iccolers (specify In Paragraph 5(c) the selected type). Selfer 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 crice 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 mist 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

to) Title Examination: Buyer will examine the title evidence and deliver written nutice to Selfer, 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 cays 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, Selter 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 potice, 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, will in 5 days from receipt of survey but no later than closing, of any encreachments on the Property, encreachments by the Property's improvements on other lands or deed restriction or zonling violations. Any such encreachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above, if any pair of the Property lies seaward of the coastal construction control line, Saller will provide Buyer with an afficiavit 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 sign- tro letest offer. Time is of the essence for all provisions of this Contract. All time periods will be computed in business days to "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 pm 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 215 to deliver broady 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 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 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 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically 225 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 fain 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

200	OFFILE TAND DISPLET DESCRIPTION
	DEFAULT AND DISPUTE RESOLUTION
2671	15. DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Sellar's title marketable after chigent effort, Sells refuses or perfect to perfect the conformation of Seller to make Sellar's title marketable after chigent effort, Sells
232	fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without weiving the ngni I
223	seek damages or to seek specific performance on the formation to buyer's dejugat without warving 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
534.	Buyer (A) () and Seller (/ / /) addrowledge receipt of a copy of this page, which is Page 4 of 7 Pages in Y
	Buyer () () and Seller () () addnowledge receipt of a copy of this page, which is Page 4 of it Pages. () [FAR-9 Nev 10/04 © 2004 Florida Association of Realions All Pights Reserved
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brokerage fee. (b) Buyer Default: If Buyer falls to perform this Contract within the time specified, including timely payment of all deposits. 256 Sellier 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 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.

- 246 16. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims and other matters in question ansing 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 date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Fleat Estate Commission. Buyer and Seller will be bound by any resulting award, judgment or order,
 - (b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to rescive the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy no provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real astate licensee or firm named in Paragraph 19 will be submitted to arbitration only if the icensee'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 attenue to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration

ESCROW AGENT AND BROKER

- 293 17. ESCRIOW AGENT Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdeliven; 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' less and costs to he paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.
- 270 18. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmenta 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 rety 270 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 278 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 sen 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 refention 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 284 obligations For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing
- 19, BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as 'Broker." Instruction to Closing Agent: Saller and Buyer direct closing agent to disburse at closing the full amount of the brokerage lees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers except to the extent Broker has zed retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by 200 Setter or listing broker to cooperating brokers.

201' Buyer () and S	seller (I.M. M.) acknowledge	ge receipt of a copy of this gage, which	busPage 5 of 7/Pag	1060(5)77	
FAR-8 Pov 10/04 © 2004	Florda Association of Realtons*	All Rights Reserved	2 17 17 19 17 17 17 17 17 17 17 17 17 17 17 17 17	ME LAIN 4 60	
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340	This is intended to be a legal	y binding contract. If not fully understood, seek the advice of an aftorney prior to signing.
550		OFFER AND ACCEPTANCE
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352	name offers to botchase the Fig	DOTY OF the above terms and conditions. Unless this Contract is alread by their and
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267	D Sallar adjusters Business offer to	COUNTER OFFER/REJECTION
3891	of the acceptance to Saller by 5:0	accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy 00 p.m. on <u>DPR</u> 20 , <u>OS</u> D Setter rejects Buyer's offer.
2701	Effective Date: 4/20/as	(The date on which the last party signed or initialed acceptance of the final offer.)
371	Buyer (1) land Seller	acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages
	Chies test estate industry and is not intende	form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the do identify the user as a Rearron. Rearron is a registered collective membership mark that may be used only by callective membership mark that may be used only by, callective Association of Rearrons and who subscribe to its Code of Ethics.
	The cupyright laws of the United States (17 L	I.S. Code) lorbid the unauthorized reproduction of blank forms by any means including faceimle or computer; ed terms a Association of Reatrons* All Rights Reserved
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587	ZU. ADDENDA: The follow	A hahiloni ans armol isnouved in	D ADDITIONAL TERMS addenda and incorporated into this Con	
558,	☐ A. Condo, Assn,	As is w/Right to Inspect	added that is in incomporated into this Con	tract (check if applicable)
469	₩ ₽. HOM@OWNers' Asso	. D I. Inspections	- CI WINDIOGE COGGING ACCOUNT	Prop. Disclosure Sant
300	☐ C. Seller Financing		☐ P. Back-up Contract	O W. FIRPTA
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304	G. New Mort, Rates	Q N Unimproved/Ag, Prop.	O'T Rezoning	O Other
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305*	21. ADDITIONAL TERM	AC.		
306°	(a) Pursuant to Contact	13:	<u> </u>	
	Can recipient to Section	1 4/5 42 (1)(i) Fla. Stat Seller and	Buyer hereby grant Broker the right	
307	Property to ensure pay	mont of services rendered. For pur	Buyer hereby grant Broker the right to poses of this paragraph, Broker will be	o place a light on The
308.	this contract.		A A A Was Dalad abit Dickel Mill Of	e treated as a narty to
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G 7	does not modify or replace Paragraph 9. Para other than marketability of title. Seller will kee	agraph 5(a) Repair	and Termite Pepair Limits are 09	%. Seller makes no warrantes	
8	other than marketability of title. Seller will kee normal wear and tear ("maintenance requirer	p the Property in	the same condition from Effective	Date until closing, except for	
9	rnake any repairs. Buyer may at Briver's evi	nont, and will bu	ofossional and well the as is t	condition with no obligation to	
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15	by law) to conduct home inspections or who	holds a Florida li	cense to repair and maintain the	Items inspected. Buyer may	
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23	Buyer and Selfer together will choose, and of the Contract whose report will be binding	a wiii equaliy soiii i	ine cost of a professional inspec	tor as defined in Paragraph 8	
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30	D (2) Right to Cancel Based on Insper Contract, Buyer will, at Buyer's sole expressions of a second second in Paragraphs 7 and 8 (2) 1 (8)	CUON Hesuits; V	Within the Inspection Period pro	rvided in Paragraph 6 of the	
31	and diagraphia and diagraphia	DUNET IS TOY AND TO	ろうしょうしゅうしょく いまり う くろしんだっち っ	films Diamarki materi	
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35	immediately repair all damage resulting fronthis obligation will survive termination of the specified to the Contract. This Parameters	ie Contract it ina	Liannitant is not cannolisal that	nadina' abiantiana	
3u 37	specified in the Contract. This Paragraph Paragraph 9 of the Contract.	does not modifi	y or replace the rights and obli	gations of the parties under	
	· brograph s of the Contract.				
30 39	residence as follows.	haclosure (New H	lomes Only); Insulation has been	or will be installed in the new	
40	Location	Type	Thickness	Magnifesture 5 V	
41'	interior Walls	Tracia	3110001633	Manufacturer P-Value	
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44.	Common Walls Between House & Garage				
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1 2*	ine clauses below will be incorporated into the Contract between ISAN WORLANZ 8 TERISA MONON (Seller) and CARLOS DAMIAN (Buyer) concerning the Property described as	
3	only if incialed by all parties	
4 5 6 7 3 9 10	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 tearning 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 assessment or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A lisk 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 "LBPH"	
13 14 15:	(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)	
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20' - 21 22 23 24	(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 (C) 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 enlittled "Protect Your Family From Lead in Your Home" and	
25 27 27	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,	
29 28	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	
30°	Buyer Date Seller Franc Man care Date	
32-	With the state of	
71. 33	Date 4/18/05 (Seiller OD)	
35	Selling Licensee Date Listing Licensee Date	
:46*	() () - () () L-\nsurance: (check whichever applies)	
37° 33 39° 40 41°	a standard carrier or the Citizen's Property Insurance Corporation at a first year annual premium not to exceed \$	
47° 41 16 47	(2) Flood Insurance: Buyer is notified that the Property is located in an area that. (2) is a defined floodable area and flood insurance is required. (2) was declared a flood disaster area after September 23, 1994 and received federal disaster reflect 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	
18° 49 50 51	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 3 62 years of age and older 3 55 years of age and older	
	ADMINISTRATIVE COMPLAINT EXHIBIT # -3	
٠ -رء	ADMINISTRATIVE COMPLAINT EXHIBIT # 3 FARA-B Ray 10/04 © 2004 Florida Association of Realtons* All Rights ReservadGE 6 Characterists and Addendum No. 1/2 (0

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ė	The clauses below will be incorporated into the Contract between ISAAC MONCARZ & TERESA MONCARZ Burley (Buyer) concerning the Property described as
-	447 ANAGON NVC only if initialed by all parties.
(
Z	oning for the Property from the appropriate government agency. Zoning
	equired by the government agency. Buyer will pay all costs associated with the rezoning application and proceedings. If ezoning 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
Ī	Buyer will deliver a copy of the assignment to Seller and D will D will not be released from the duty to perform this Contract.
ı	Delivering to Buyer a written real 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_That—
	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 diceliminated withholding, or (3) the gross sales price is \$300,000 or lass. 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 50% 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 leasonably 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
1	provide Seller with copies of the tax forms and receipts.
5.	() () X. 1031 Exchange: If either Seller or Buyer wishes to enter into a like-kind exchange (either
3	simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
4 5	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,
5	extended or delayed by the Exchange
7 -	() () - ()() Y. Additional Clauses
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	MISCELLANEOUS CLAUSES.	
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•	and is intended to be improved for residential or other purposes. Buyer has days, through consultation will appropriate public authorities or otherwise to be satisfied that either subtractions.	ıd
	appropriate public authorities or otherwise, to be satisfied that either public sewerage and water are available to the Proper	ţ٢
•	or that the Property will be approved for the installation of a well and/or private sewerage and water are available to the Proper zoning and other pertinent regulations, including concurrency allow Property intended in the property and that existing the pertinent regulations including concurrency allow Property intended in the property and that existing the property and the pr	Ŋ.
	and the property allow buyer's intended use of the property	
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5°	the sale of the Property If the prior executed contract is terminated and Seller delivers written notice of the termination to Buyer before 5:00 p.m. on	21
4	Buyer before 5:00 p.m. on this contingency will be removed and this back-u	Ď
)	deadline, Buyer may cancel this back-up Contract at any time and Disact the prior contracts remination by the above	/≑
٠,	3 (2) Seller will have the north to continue to show the Property and purers deposit will be refunded	
2	contracts with third parties that are subject to the terminoperty and solicit and enter into bona fide back-up purchas contract. Seller will give Buyer a copy of the back-up contract.	a
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•	information obliterated. To continue with this place of Contract, Buyer must make an additional deposit of \$	e
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3	Buyer fails to timely make the additional deposit, this primary Contract will terminate and Buyer's deposit will be refunded	١.
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•	or Seller, etc))1 ? €
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	the Property and assume all liability for and risk of loss of from the date of occupancy. Effective on the date of occupancy. Effective on the date of occupancy	J.
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•	(2) Post-Occupancy Agreement: Buyer and Seller will sign and deliver a written leave to the services and seller will sign and deliver a written leave to the services and seller will sign and deliver a written leave to the services are seller will sign and deliver a written leave to the services are seller will sign and deliver a written leave to the services are seller will sign and deliver a written leave to the services are seller will sign and deliver a written leave to the services are seller will sign and deliver a written leave to the services are seller will sign and deliver a written leave to the services are seller will sign and deliver a written leave to the services are seller will sign and deliver a written leave to the services are seller will sign and deliver a written leave to the services are seller will sign and deliver a written leave to the services are seller will seller wi	
	terms concerning Seller's occupancy of the Property after Closing Date and prepared at Seller's expense	Ê
	existing tenants. Selfer will, within days from Effective Date and at Selfer's expense, deliver to Buyer current copies of the rent roll; 'eases; income and expense statement for the paried larger appears of the rent roll; 'eases; income and expense statement for the paried larger appears.	3
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	with vaccing tenant: The Property is currently used as a reptal property Callian all and a second control of the control of th	
	the wait-mitough inspection.	
	() () - ()() S. Sale/Lease of Buyer's Property: This Contract is contingent on the lease or closing of Buyer's property located at	
	Buyer's property located at	1
	Buyer's property is not closed or subject to a signed lease acceptable to Buyer's lender by	•
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249	provided	for in this	Contry	ct. The award w	ill be based	on the greater	weight of	the evidence and will state t	ndings of R	ict	. !
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(h)	agent Q Seller Q Buyer will pay for the owners title policy search examination and related charges. Each party will sown closing fees.
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C,	19 (4) Seller will chounds on abotance
G I	the owner's title policy and select the title ngent. Seller will pay fees for title searchs prior to closing, including tax search and licen search fees, and Buyer will pay fees for title searchs and tich search fees, and Buyer will pay fees for title searchs after closing of the prior to closing, including tax
G 1	search and lien search lees, and Buyer will pay fees for title searches prior to closing, including tax closing fees.
6.	
Gʻ3	10/ FIGURIORS The following decrease in the
6/	estato taxes interest bonds, assessments, association fees insurance, rents and other current expenses and revenues of the Property II taxes and assessments for the current year cannot be determined the property.
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	an improvement is substantially completed as of Effective Date bull has not an extend anount of the last estimate of the assessment is
7 3 24	while Announce of the Announce
/4 /^	() Tax VVIIII1DIQIRU Hiver port Cellor will accord to the
74.	Seller to provide additional cash at closing if Solter is a foreign knestment in Real Property Tax Act, which may require (ii) Home Warranty O Buyer O Seller O NA will pay to a beginning it selected by federal law
7/	
7f'	cost not to exceed \(\frac{1}{2} \). A horhe warranty plan payable 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 warranty flan to many of a home's mechanical systems.
	A nome 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 toar chaing the agreement period.
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	by
N	day detaile Closing Date or any other time agreeable to the parties, and the weight more limited inspection on the
35	(at least 5 days prior to closing if left blank)
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17	of the Property including but not limited to violations of governmental laws, rules and regulations, other than those that Buyer with high processor of that are known by or have been disclosed to Buyer Seller with high processor.
	can reacily observe or that are known by or have been disclosed to Buyer. Seller will have all open permiss (if any) closed out. (b) English with Intal inspections completed no later than 5 days prior to closing.
	(a) Energy Efficiency Buyer acknowledges receipt of the energy-efficiency information brochuse required by Section 553 996 (b) Radio Cos. Postules
ĸ	Floridu Statutes
71	
92	(b) Radon Gas Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health lisks to persons who are exposed to it over time. Levels of radon that exceed federal and obtained from services been found in buildings in Flonda. Additional information, registers and continued to the processor.
M 13	
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8	cone the Property is advised to verify by survey with the lender and with appropriate government
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0,	(d) Homeowners' Association if membership in a homeowners' association is maintained and incorporated into this Contract BUYER SHOULD NOT SIGN THIS CONTROL BUYER SHOULD NOT SIGN THIS CONTROL BUYER SHOULD NOT SIGN THIS CONTROL
0.1	Summary is allached and incorporated the it.
101	BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY (c) PROPERTY TAX DISCLOSURE SUMMARY
C.	
o,	(c) PROPERTY TAX DISCLOSURE SUMMARY BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER HOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TO PURCHASE AS CHARGE TO PROPERTY TAXES THAT BUYER MAY BE ON IGATED TO PAY BUT TO PURCHASE.
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01	
1(1	(I) Mold Mald is an at the COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INTEGRATIONS CONCERNING
11	(i) Mold Mold's out of the natural environment that, when accumulated in sufficient quantities, may present health risks to susceptible persons. For more information, contact the county indoor are quality singritudes or contact the county indoor are quality singritudes or contact the county indoor are quality singritudes or contact the county indoor are quality singritudes.
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	ran (i Rev 10/04 to 2004 Florida Association of Routrons* All Rights Reserved

ADMINISTRATIVE COMPLAINT

EXHIBIT #_6

PAGE __2 __ OF ____

113 II MAINTENANCE, INSPECTIONS AND REPAIR Seller will keep the Property in the same condition from Effective Date until 113 If MAINTENANCE, INSPECTIONS AND REPAIR Seller will keep the Property in the same condition from Effective Date until 114 closing, except for normal wear and topic ("maintenance requirement") and inchars 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 in return the Property to its pre-inspection condition and provide Seller with paid recipits for all work done on Property upon its incompletion. If Seller using best efforts, is unable to complete required repairs or treatments pulo to closing, Seller will give a circle at closing for the cost of the impairs Seller was obligated to make At closing. Seller will assignable repair and treatment contracts to Buyer and provide Buyer with paid receipts for all work done on the Property pursuant to the (a) Warranty, Inspections and Repair 12. 124 125 126 127

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3) Warranty, Inspections and Repair

(1) Warranty, Inspections and Repair

(2) Warranty, Inspections and Repair

(3) Warranty, Inspections and Repair

(4) Warranty, Inspections and Repair

(5) Warranty, Inspections and Repair

(6) Warranty, Inspections and Publishing systems, seawall, dock and pool equipment if any are aird will be maintained in working condition until closing, that the structures (including profession of likes will be replaced. Sciller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted from a defect in a wail and it is not obligated to bring any item into compliance with existing building code regulations unless necessary operate and "cosmetic conditions" means assistated marprofections that do not affect the working condition of operate and "cosmetic conditions" means assistated marprofections that do not affect the working condition of its in including pittled marcite, missing or torn window screens, logged windows tears worn spots and discoloration of floor celling/walls/flooring/flie/fixtures/mirrors, cracked fool files, curling or worn shingles and mainted in bathorin delevations/diverseways/sidewalls/spool decks/garage and pato flooring

(2) Professional Inspection Buyer may at Buyer's expense, have warranted items inspected by a person who specializes in and holds an occupational icense (if required by law) to conduct home inspections on who holds a Florida inspection Period delive written notice of any items that are not in the condition warranted have a second inspection in the condition warranted, up to the flems inspection inspection in the condition warranted and accepts the items that are not in the condition warranted, up to the Repair Limit. Selfer may, within 5 days from receivant

designates which repails to make at a total cost to Selfer not exceeding the Hopair Limit and accepts the palance of the Proporty in its "as is" condition (b) Wood-Destroying Organisms "Wood-destroying organisms" means arthropod or plant life including termines powden-post beetles oldhouse borers and wood-decaying lung, that damages or infests seasoned wood in a structure excluding forness buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to support the existence of past or present wood-destroying organism instation and damage caused by infestation if the supector finds evidence of infestation or damage, Buyer will deliver a copy of the inspectors writton report to Selfer within 50 have to treat the Property again if (i) there is no visible live infestation, and (ii) Selfer transfers a current full treatment warranty to a licensed building or goneral contractor and concertor treatment estimated by a licensed post to child business. Selfer will have treat and repairs made by an appropriately licensed post on a selfer's expense up to the WDO Repair Limit, officin party may pay the excess, fusing which either party may as in "with regard to wood-destroying organism intestation and damage, subject to the miniment or surround by this Contract by written notice to the other if Buyer fals to trinely defort the inspector is written report, Buyer accepts the WDO Repair Limit, officin party may pay the excess, fusing which either party may pay like excess, fusing which either party may be subject to the miniment or goneroment to wood-destroying organism intestation and damage, subject to the minimenance requirement by this Contract and has met contractual obligations. No other issues may be accepted has made repairs required by this Contract and has met contractual obligations. No other issues may be accepted that selfer has made repairs required by this Contract and has met contractual obligations. No other issues may be accepted as a result of th

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, Soller wit, at Soller's expensive restoration cannot be completed in time, Buyor may accept the Proporty "as is , in which case with Seller will credit the deductible and assign the insurance proceeds, if any, to Buyer at closing in such amounts as are (i) attributable to the Proporty and (ii) not yet expended in making repairs failing which either pairly may cancel this Contract. If the Property is a condominum, this paragraph applies only to the unit and limited common elements appurtenant to the unit if the Property is in a homeowners' association, this paragraph will not apply to common elements or recreation or other far-fillies.

Buyer & T.L. and Selter (-1) (1) acknowledge recept of a copy of this page, which is Page 1 of 7 Pages 2004 | Tonda Association of Reutions* All Rights Reserved

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EXHIBIT # 5	
PAGE	OF

TITLE 175 10 TITLE Seller will convey marketable little to the Property by statutory warranty deed or truster, personal representative or guardian deed as appropriate to Seller's status uardian deed as appropriate to Selfer's status

(a) fulle Evidence. Title evidence will show legal access to the Property and marketable title of record in Solfer in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions in one of which prevent residential use of the Property coverants, easements and resinctions of record matters of plut, existing zoning and government regishions, oil, gas and mineral rights of record if there is no right of entry, current textee, mortgages that Buyer will assume and encumbrances that Selfer will discharge at or before closing. Selfer will, all lead 2 days port to closing deliver to Buyer Selfer's close of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (1) A title instrumence committeent issued by a Florida-Inconsed little instrumence of the property is located (1) A title instrumence committeent issued by a Florida-Inconsed little instrument in the amount of the purchase pince and (2) An existing abstract of title from a regulative and existing abstract of title from a regulative and existing abstract of title from a regulative and existing abstract of title from a regulative and existing abstract of title from a regulative and existing abstract of title from a regulative and existing abstract of title from a regulative and existing abstract of title from a regulative and existing abstract of title from a regulative and existing abstract of title from a regulative and existing abstract of title from a regulative and existing abstract of title from a regulative and existing abstract of title from a regulative and existing abstract of title from a regulative and existing abstract of title from a regulative and existing abstract of title from a regulative and existing abstract of title from a regulative and existing abstract of title from a regulative and and an advanced and an advan 170 1(4) 161 163 185 183 187 (2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be (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 country where the Property is located and certified to Effective Date However, if such an abstract is not available to Selfer, then a prior owner's title policy acceptable to the proposed insurer as a base for resisuance of coverage Selter will pay for copies of all policy exceptions and an update in a formation capitate to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to Selfer then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date. It is proposed to the property of the property of classification in the property of contractions. 189 189 19J 191 192 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 wriften notice to Sellar, within 5 days from receipt of title evidence but no later than closing, of any defects (that nake the title runmarketable Selfer will have 30 days from receipt of Liuyer'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 has passed. If Seller is unable to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will writtin 10 days from receipt of Seller's notice either cancet 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 15 days from receipt of survey buyer may, at Buyer's expense, have the Property concordaments by the Property's improvements on other lands or deed restriction or zoning violations Arry such encoractment or violation will be treated in the same manner as a title defect and Buyer's and Selfer's obligations will be determined in accordance with subparagraph (b) above. If any part of the Property less seaward of the coastal construction control line, Selfer will provide Buyer within. 194 196 196 500 203 205 delineating the line's location on the property, unless Buyer waves this requirement in writing 207 208 and 11 EFFECTIVE DATE, TIME The 'Effective Date' of this Contract is the date on which the last of the philips inhials or signs the last offer Time is of the essence for all provisions of this Contract. All time periods will be computed in Jusiness clays (a MISCELLANEOUS Thus ness 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 prinods will end at 5.00 p.m. local time (incaning in the county where the Property is located) of the appropriate day. 214 12 NOTICES. All notices will be made to the parties and Eroker by mail, personal delivery or electronic media. Buyer's failure

214 12 NOTIFICES AN HOUSES AND DIFFIELD TO BE PRIMED BY THEM, PARSONAL GENERALLY OF CREATER BY CONTINUED.

215 to deliver timely written notice to Soller, when such notice is required by this Contract, requiring any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, of comment or them 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.

218 13 COMPLETE AGREEMENT This Contract is the entire agreement between Buyer and Sellier Except for brokerago agreements, no prior or present agreements will brind Briyer, Sellier or Broker unless in corporated into this Contract.

219 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound.

210 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable to all purposes, including delivery, and will be binding. Handwritten or typewritten terms.

221 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 Setter will use different and good faith in 25 performing all obligations under this Agreement. This Contract will not be recorded in any public records.

277 14 ASSIGNABILITY, PERSONS BOUND. Buyer may not assign this Contract without Setter's written consent. The terms 28 "Buyer." "Setter," and "Broker may be singular or plural. This Contract is binding on the heirs, administrators executors 295 personal representatives and assigns (if permitted) of Buyer, Soller and Broker.

DEFAULT AND DISPUTE RESOLUTION

15 DEFAULT (a) Seller Default II for any reason other than failure of Seller to make Seller's title markstable after diligent effort. Seller latis, refuses or neglects to perform this Contract, Buyer may chooke to recove a roturn of Buyer's depusal without waving the right to seek damages or to seek specific performance as per Paragraph 10 Seller will also be liable to British for the full amount of the Buyer (2) and Sellor (2) and Sellor (2) acknowledge record) of a copy of this page, which is Paye 4 of 7 Pages

EXHIBIT #5
PAGE OF

735 brokerage fee (b) Buyer Default. If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits Thoracague red (b) buyer belieful in outer loss to pentarit use occurred in the large specials, account, unitary payment of surepublic Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek spootic performance as .30 'seller may choose to retain and collect all deposits paid and agreed to be paid as injudated demeges or to seek specific performance as 23 per Paragraph 16, and Bloker will upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among 23 cooperating brokes except when closing does not occur due to Buyor not being able to secure Financing after providing a Committing 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

16 DISPUTE RESOLUTION. This Contract will be construed under Florida law. All controversies charms and other matters in upsalts in arising out of or relating to this hansaction 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 Softer will have 30 days from the dispute, it so required by Florida law, to Escrow Agent's choice of arbitration, a Florida count or the Florida Real (b) All other disputes. Buyer and Selter will be bound by any resulting award judgment or order (b) All other disputes. Buyer and Selter will be bound by any resulting award judgment or order (c) are solve the matter through mediation is failing which the parties will resolve the dispute intrough neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remody not 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 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee or firm named in Paragraph 19 will be submitted to arbitration only if the licenses broker consents in

estate scenses or into name at readjulant to will be solutioned to discretize the solutions of the solution and Arbitration, Expenses "Mediation" is a process in which parties attempt to resolve a dispute by 254 (c) mediation and Architecture, Expenses - mediation is a process in which period elemin to resolve a deprine by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a submilling 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 bridge on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expertises, including altorneys' fees, and will equally solid the arbitrators fees and administrative fees of arbitration. 250

ESCROW AGENT AND BROKER

subject to clearance disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract so subject to clearance disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract including classrusing brokerage fees. The parties agree that Escrow Agent will not be lable to any person for insidelivery of escrowed are items to fluyer or Soller, unless the misdelivery is due to Escrow Agent will breach of this Contract or gross negligence. If Escrow Agent netroleads the subject matter of the section, Escrow Agent will pay the thing fees and costs from the deposit and will recover any reasonable altomeys' 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.

2/U 18 PROFESSIONAL ADVICE, LIROKER LIABILITY Broker armses Buyer and Seller to verify all racts and representations that are 271 important to them and to consult an appropriate professional for logal 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 273 concilion, environmental and other specialized advice. Buyer authorwedges that Broker does not reside in the Property and that all 274 representations (o.e.), written or otherwise) by Broker are based on Selter representations or public neords. Buyer agrees to refy sololy on Selter, professional inspectors and governmental agencies for verification of the Property condition, square footage and facts that materially affect Property value. Buyer and Selter respectively will pay all costs and expenses, including reasonable and increase and employees in connection with or ansing from Bruser's or Selter's resealarment or taken to perform continuous obstances. Buyer and employees in connection with or ansing from Buyer's or Seller's misstatement or fature to perform contractual obligations. Buyer and Seller hold harmless and release 278 from Buyer's or Setter's missiatement or lature to perform contractual obligations, suyer and Setter's notid natmiess and release 279 Broker and Broker's officers, directors agents and employees from all liability for loss or damage based on (1) Briver's or Setter's contractual obligations, (2) Broker's performance at Buyer's and/or Settor's request, of any task beyond the scope of services regulated by Chapter 475, FS , as amended, including Bloker's referral, recommendation or retention 201 beyond the scope of services regulated by Chapter 475, FS, as amended, including bloker's reterral, recommendation or retertion 22 of any vendor, (3) products or services provided by any vendor, and (4) expenses incurred by any vendor. Buyer and Setter each 22 assume full responsibility for selecting and compensating their respective vendors. This paragraph will not take the Broker of statutory 24 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 Closwig Agent Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fecs as specified in separate age in Sener and buyer direct cosing agent to discusse at crosing the total amount of the processing elect as specified in separate biokerage agreements with the parties and cooperative agreements between the brokers except to the extent Broker has retained such fees from the oscrowed funds in the obsence of such brokerage agreements, closing agent will disburise brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by

and Seller () acknowledge recept of a copy of this page, which is Page 5 of 7 Pages

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4	4	("Closing Date"), unless extended in removed on or before Closing Date.	by outlor provisions of the	his Contract. The Prope	ty will be evept	dean and Selfe	'8 00000	d Barrie
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5	Other Survey: flood insurence
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	Fractive Date And according to the Contract by detection water and all the Cultures are built
	(c) Harrison and August accepts the existing elevation of the buildings and man dealers with 20 days from
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	A MAINTENANCE INC.
1	8 MAINTENANCE, INSPECTIONS AND REPAIR Seller will keep the Property on the same condition from Effective Date until plosing, except for normal wear and lear ("maintenance requirement") and repairs required by this Contract. Seller will provide the first tipe Property of the contract. Seller will provide demandes to the Property of this Contract. Seller will provide
•	access and unities for Buyer's inspections. Buyer we repair at damages to the Property resulting from Effective Date until property to its pre-inspection condition. If Setter is unable to complete reducing from the inspections and 200 fig. Setter will be the Comment of the
ï	and offices for Buyer's inspections. Buyer will popular at damages to the Property resulting from the property of an are-inspection condition if Selfer a unable to complete require from the expections and soleting. Selfer will give Buyer a credit at closing for the cost of the repetit Selfer was obtained from the self-result and teachers of the cost of the repetit Selfer was obtained from the self-result and teachers of the cost of the repetit Selfer was obtained from the self-result and teachers of the cost of the repetit Selfer was obtained to the cost of the repetit Selfer was obtained to the cost of the repetit Selfer was obtained to the cost of the repetit Selfer was obtained to the cost of the repetit Selfer was obtained to the cost of the repetit Selfer was obtained to the cost of the repetit Selfer was obtained to the cost of the repetit Selfer was obtained to the cost of the repetit Selfer was obtained to the cost of the repetit Selfer was obtained to the cost of the repetit Selfer was obtained to the cost of the repetit Selfer was obtained to the cost of the repetit Selfer was obtained to the cost of the cost of the cost of the repetit Selfer was obtained to the cost of the cost of the cost of the cost of the cost of the repetit Selfer was obtained to the cost of the cost
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guerdan deed as appropriate to Seller's status

(a) This Exister will convey merketable title to the Property by statutory warranty deed or frustee, personal representative or (b) This Evidence Will show legal access to the Property and marketable title or record in Seller's accordance with the sendance adopted by the Flonds Bar subset only to the billowing title exceptions, none of which prevent residential control of the Property coverance; assements and restrictions of record interes of pials, additing zuring and generative accordance with the Property coverance; assements and restrictions of record interes of pials, additing zuring and generative accordance and the Property coverance of record in the rest on pight of their or to report there is no pight as which prove the secondary pages of the Buyer and accordance of record in the restrictions of record in the restriction of record in the secondary pages of the selected type). Seller will use onton this in Property and opport of the Buyer Beller's choice of one of Paragratin (b) the selected type). Seller will use onton this in Property and opport of the Buyer Beller's choice of one of Paragratin (b) the secondary and the from a reputable and existing title Insurer in the amount of the purchase price and (2) An existing description as the format of the purchase price and (2) An existing description are reputable and existing the Beller of the Insurer in the amount of the purchase price and capital as correct by an existing firm) purporting to as an account and property is located as correct by an existing firm) purporting to as an account and property and the instruments affecting title to the However, if such an existing the public records of the country where the Property is located accordable to the property and the instruments affecting the publ

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recept of Buyer's notice of defects ("Cursive Period") to cure the defects at Seller's expense if Seller cures the defects within the Cursive Period. Seller vall defiver written notice to Buyer and the parties will chose the transaction on Closing Date or wiftin 10 days from Buyer's recept of Seller's notice is Closing Date has passed. If Seller's is unable to cure the Seller's within the Cursive Period. Seller will definer written notice to Buyer and Buyer will within 10 days from recept of Seller's within the Cursive Period. Seller will define written notice to Buyer and Buyer will within 10 days from recept of Seller's some seller's expense. Days the Property surposed and deliver written notice to Seller, within 5 days from recept of survey but no letter than desing, of any excruachments on the Property, encroschments by the Property's improvements on other lands or deed instruction or zoning violations. Any such entrodechment or collation will be frested above if any pain of the Property is asserted on the Seller's and Seller's obgestions will be described by several of the Property is asserted on the Property is asserted on the Property is asserted on the Property is asserted on the Property is several of the Property is asserted on the Property is asserted to the MISCELLANEOUS

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MISCEL 199 12. NOTIGES All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure is to deliver timely written notice to Sellar, when such notice is required by this Contract, regarding any contingencials wall personal deliver timely written notice to Sellar, when such notice is required by this Contract, regarding any contingencials wall personal deliver timely written notice to Sellar, when such notice is required by this Contract, regarding any contingencials wall personal delivery or electronic media. render that contingency null and void and the Contract will be construed as it the contingency did not exist

13. COMPLETE AGREEMENT This Contract is the entire agreement between Buyer and Seller, Except for brokerage
is agreement, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated this this Contract,

Modifications of the Contract will not be binding unless in writing signed and delivered by the party to be bound. Signatures,

will be acceptable for 88 purposes, including delivers, and will be binding. Handwritten or typewritten terms inserted in or

as attached to this Contract preveit over prepanded delivers, and will be binding. Handwritten or typewritten terms inserted in or

and all manualing provisions will continue to be fully affective. This Contract will not be recorded in any public records. to 14 ASSIGNABILITY; PERSONS BOUND Buyer may not assign the Contract without Settler's written consent. The terms are "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the horrs, administrators executors personal representatives and sesigns (if permitted) of Buyer Seller and Broker. personal representatives and assign (if permitted) of Buyer Setter and Broker

DEFAULT (a) Setter Default it for any reason other than taker of Setter to make Setter's title markstable after dispension. Setter

100 fats reluses or neglects to perform the Contract, Buyer has choose to recove a rerun of Buyer's depost without waking the right to seek damages or to seek specific porthormones as per Paragraph 16. Setter will also be liable to Broker for the full amount of the deposits, Setter has choose to releast and colored at deposits pad and agreed to be paid as idjudated damages or to seek specific porthormones as per Paragraph 16, and Broker will upon dermand receive SDM or the full and deposits pad and agreed to be paid as idjudated damages or to seek specific porthormones as per Paragraph 16, and Broker will upon dermand receive SDM or till deposits pad and agreed to be paid or to seek specific porthormones. performance as per Paragraph 18, and Broker will upon demand receive 50% of all deposits paid and agreed to be pata (so the source) and exceeding among cooperating brokers) up to the full amount of the trickers else.

19. SUPUTE RESOLUTION. This Contract will be construed under Flonds aw All controversize clears and other metters in (a) Disputes concerning entitlement to deposits made and agreed to be made Buyer and Seller will have 30 days from the earth of the position of the conflicting demands are made to attempt to receive the dispute through mediation if that falls, Escrive Agants will state onlikeing demands are made to attempt to receive the dispute through mediation. Buyer and Seller will be bound by any resulting antiferent or order.

(b) All other disputes. Buyer and Seller will have 30 days from the date a dispute streagh entire buyer and the property is located. The antifers will receive the dispute through mediation feeling which the parties will receive the dispute through neutral binding arbitration in the contributed authority on which it is based if the parties weight of the endence and will eatie inclings of fact and the contributed authority on which it is based if the parties agree to use decovery, related strategies of the Procedure and the authority of which the observed will receive the Contract terms or which it is become a discovery-related disputes Any disputes with a real technique of fact and the parties of the parties of the procedure and the authority of which the parties agree to use decovery, related disputes with a real technique of the procedure and the authority of which the parties of the parties of the procedure of the parties of the parties of the procedure and the authority of sections and accordance with the increases toruler construit withing to authority on the parties. The parties will receive the section of the dispute out who is not ampowered to morpie a solution and accordance with the resolution and accordance with the parties and participation. The parties of the

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	required by the government enemal Property Sources (Section 2) The Property of the Property of
	required by the government agency Buyer will pay all coats associated with the recording application and proceeding to not obtained this Contract will terminate and Buyer's deposit will the retunded
	the Contract will terminate and Buyer's deposit with the refunded
	U. ASSIGNMENT: Seller garges that To
	Buyer will deliver a copy of the assignment to Seller and D will D will not be released from the duty to perform this Contract (A) Y. Y. Property Disclosure Statement The offers of the duty to perform this Contract.
	(A)) - X X 1 V Proper Contract
	V Property Disclosure Statement: This offer is contingent on Seller completing, signing in Market I within 1941 property disclosure statement within 3 days from Effective Date if the ordering signing material arithmetics about the Property I but for a statement within 3 days from Effective Date if the ordering signing
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XHIBIT # 6
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EXHIBIT # 6
PAGE 9 OF 9

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

05/08/07

(c) 2007 - Southeast Flonda MLS -- INFORMATION IS BELIEVED ACCURATE BUT IS NOT WARRANTED 10:05 AM

6 1) ()	1/7
EXHIBIT #7	· •
PAGE OF	-

A. Settlement Statement		and Urban Den		OMB No 2502-0265		
A. Type of Loan						
() 1 FHA () 4 VA	2. FmH/ 5 Conv	•	6 File Number cg05-184	7. Loan Number	8 Mortg. Ins. Case Num.	
				Amounts paid to and by the settle informational purposes and are no		
NAME OF I		Guillermo Lopez a single i 903 Red Road Miami Flor				
E NAME OF SELLER Ramon L. Romero an unit Address of Setter 11708 SW 107 Lane Music				TIN		
F NAME OF L Address of		Argent Mortgage Company 44 South Broadway 16th f		York 10601		
G. PROPERT	Y LOCATION.	903 Red Road Mami Flor	nda 33126			
H. SETTLEME Place of Se		Costona Gomez, P.A 7850 NW 146 Street, Suite	:416 Miami Lakes Floi	nda 33016	TIN' 56-2419635 Phone 305-824-1505	
I SETTI SME	NT DATE	5/13/05		DISBURSEMENT DATE: 5/13/0	5	

J. Summary of borrower's transaction		K. Summary of seller's transaction 439. Gross amount due to saller:	
100. Gross amount due from porrower:	540,000,00	401 Contract sales once	549,900
IO1 Contract sales price	349 300 00	402. Personal property	1
IO2 Personal property	31 460 72	403	
103 Settlement charges to borrower (Line 1400)	31 400 72	404	
104			
105		405 Adjustments for items paid by seller in advance:	
Adjustments for items paid by seller in advance:		408 Cityflown taxes	
106 City/town taxes		407 County laxes	
107 County taxes		408 Assessments	
IOB Assessments		409	-
109		410	
10			
111		411	
112		412	549 900
120 Gross amount due from borrower	581,360 72	420 Gross amount due to seller: 500 Reductions in amount due to seller:	340 800
200. Amounts paid or in behalf of borrower:		501 Excess deposit (see instructions)	
201 Deposit or earnest money			43,865
202 Principal amount of new loan(s)	439,920 00	502 Settlement charges to seller (line 1400)	
203 Einsting loan(s) taken subject to		503 Existing loan(s) taken subject to	60 145
204 Principal amount of second mortgage	107 030 48	504 Payoff of first mortgage loan	11,289
205		505 Payoff of second mortgage loan	11,209
206		506 Deposits held by seller	
207 Principal amt of mortgage held by seller		507 Principal anti of mortgage held by seller	
208 Selier's Contribution to Closing Costs	32,994 00	508 Seller's Contribution to Closing Costs	32 994
209		509	
Adjustments for items unozid by seller:		Adjustments for items unpaid by setier	
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211 County taxtes from 01/01/05 to 05/13/05	707 04	511 County taxes from 01/01/05 to 05/13/05	
212 Assessments		512. Assessments	70
213 Waste from 04/01/05 to 05/13/05	70 15	513 Waste from 04/01/05 to 05/13/05	
214		514	
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·	580,721 67	520 Total reductions in amount due seller:	149,071
220 Total paid byffor borrower	560,151	508. Cash at settlement to from seller:	
300 Cash at settlement from/to horrower	581,360 72	T	549 900
301 Gross amount due from borrower	561,360 /2	(line 420)	1 .
(line 120)	4500 704 FT		(149,071
302 Less amount paid by/for the borrower	(580,721 67	(line 520)	1
(line 220)			
		603 Cash ([] To Trom) Seller	400,828

Substitute Form 1099 Seiter 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 the return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and

Seller Instructions. If this real estate was your principal residence file Form 2119 Sale or Exchange of Principal Residence for any gain, with your bit real estate was your principal residence file Form 2119 Sale or Exchange of Principal Residence for any gain, with your bit real estate was your principal residence file Form 2119 Sale or Exchange of Principal Residence for any gain, with your bit residence for any gain, with your bit residence file Form 2119 Sale or Exchange of Principal Residence for any gain, with your bit residence file Form 2119 Sale or Exchange of Principal Residence for any gain, with your bit residence file Form 2119 Sale or Exchange of Principal Residence for any gain, with your bit residence file Form 2119 Sale or Exchange of Principal Residence for any gain, with your bit residence file Form 2119 Sale or Exchange of Principal Residence for any gain, with your bit residence file Form 2119 Sale or Exchange of Principal Residence file Form 2119 Sale or Exchange of Principal Residence file Form 2119 Sale or Exchange of Principal Residence for any gain, with your bit residence file Form 2119 Sale or Exchange of Principal Residence file Form 2119 Sale or Exchange of Principal Residence file Form 2119 Sale or Exchange of Principal Residence file Form 2119 Sale or Exchange of Principal Residence file Form 2119 Sale or Exchange of Principal Residence file Form 2119 Sale or Exchange of Principal Residence file Form 2119 Sale or Exchange of Principal Residence file Form 2119 Sale or Exchange of Principal Residence file Form 2119 Sale or Exchange of Principal Residence file Form 2119 Sale or Exchange of Principal Residence file Form 2119 Sale or Exchange of Principal Residence file Form 2119 Sale or Exchange of Principal Residence file Form 2119 Sale or Exchange of Principal Residence file Form 2119 Sale or Exchange of Principal Residence file Form 2119 Sale or Exchange of Principal Residence file Form 2119 Sale or Exchange of Principal Residence file Form 2119 Sale or Exchange of Principal Resi

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1	Hesitianual Sale and Purchase Contract
	BEADRIOMASSOCIATION OF REALIONS AND AND AND AND AND AND AND AND AND AND
1	1. SALE AND PURCHASE: Guillermo Rodriguez & Simone. Roetman ("Seller")
	DIM AT CLATED
)	agree to sell and buy on the terms and conditions specified below the property described as: Address: 3707 LE JEUNE RD CORAZ GABLES R 33/34
5*	Legal Description: 1754 41 PB 14-25 COCONUT GROVE SECT CORM GROVES SER LOT 32 HU LOTS 14 416 20517 COT 458182 Tex ID No: 03-44-17-007-9640 SER LOT 32 HU LOTS 14 416 20517 COT 458182 Tex ID No: 03-44-17-007-9640 SER LOT 32 HU LOTS 14 416 20517 COT 458182 Tex ID No: 03-44-17-007-9640
9" 7*	Legal Description: Legal
В	together with all improvements and attached lights, sections desired in the
9	purchase are: I leatest his junit, I longe like, I Represent , I deshew, I leger I distrusted, I dispose.
10° 11°	distance to a distance of the stance of the
12*	
13*	The following attached items are excluded from the purchase:
14"	The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed
19. 18	in this Contract is included in the purchase pince, has no contributory value at a 15 bears and 15 bears
17	PHICE AND FINANCIAL TO BUTCH A LIST CUMPICY AS follows:
18'	
19°	for CRISTING OUTEZ HAMP
21	A deliteral description has made by
23 ,	(V) V
24*	(C)
26.	(U) 4
27	(V) Throught the state of the s
28*	at closing must be pead by locally travity cash of the Property with no financing contingency. 3. FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency. 5. This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by
29°	(f) This Contract is contingent on Buyer qualifying for and obtaining (1) arolor (2) below (0 so state first) ("Financing Period"): (If left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period"): (If left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period"):
31*	CONTRACT A CONTRACT AND A CONTRACT A
32	any applicable HVII, MIP, VA IUI kui ig ico at the protection of the about addendum)
33°	(2) Approval for Seller financing or assumption of mortgage (see attached addered by). Buyer will apply for Financing within days from Effective Date (5 days if left blank) and will timely provide any and all credit, Buyer will apply for Financing within days from Effective Date (5 days if left blank) and will timely provide any and all credit, Buyer will apply for Financing within days from Effective Date (5 days if left blank) and will timely provide any and all credit,
35	Buyer will apply for Financing within days from Elective Date to days in the beauty to be the Contract If (I) Buyer, after using employment, financial and other information required by the lander. Either party may cancel this Contract If (I) Buyer, after using employment, financial and other information required by the lander. Either party may cancel this terms of the commitment by
38	diligence and good faith, cannot obtain the Financing within the Financing below the number often and either Buyer elects
37	the Closing Date, or (ii) the Financing is denied because the Property appraises below the particular will return all Seller-provided not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided not to proceed or the parties are unable to renegotiate the purchase price.
38 39	. The extense of them and peerchallon cocuments and buyers deposited the
40	authorization from all interested parties.
41	and the second of the second o
42 43	4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possessor heavey. 4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possessor heavey. 5. ("Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items of Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items of Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items of Closing Date"), unless extended by other provisions of this Contract. The Property will be swept clean and Seller's personal items of the Contract of the Con
44	removed on or before Closing Date. If on Closing Date it suite it was triver to the
45	after the insurance suspension is lifted.
48	5, CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by
47	electronic means. If title insurance insurance insures Buyer to the electronic means. If title insurance i
6E 4E	Buyer's deed, closing agent will disburse at closing the net sate process to duting a to so costs indicated below. 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below. 19. In addition to other expenses provided in this Contract, Seller and recording fees for documents needed to cure title; certified,
F((a) Seller Costs: Seller will pay taxes and surfaces of the substantially completed as of Effective Date, and
5	confirmed and ratified special assessment liens and, if an improvement liens to the purchase trice for repairs to
	a warranted items ("Repair Limit"); and up to/ (1200 miles that it is a first that
	treatment and repairs ("Termite Repair Limit"); Outer.
s	Buyer (1) and Seller (1) Lacknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.
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56	(b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing
67	statements; loan expenses; pending special assessment liens; lender's title policy; Inspections; survey; flood insurance;
58*	Other:
50	(c) Title Evidence and Insurance: Check (1) or (2):
60°	(c) Title Evidence and Insurance: Check (1) or (2): [1] (1) Seller will provide a Paragraph 10(a)(1) owner's title insurance commitment as title evidence. [3] Seller [4] Buyer will
61*	select the title agent. Seller Buyer will pay for the owner's title policy, search, examination and related charges.
62	Fach party will pay its own closing feas.
63*	(2) Seller will provide title evidence as specified in Paragraph 10(a)(2). Ci Seller Buyer will pay for the owner's title
84	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,
65	
88	(d) Prorations: The following items will be made current (if applicable) and prorated as of the day before Closing Date: real
5 7	estate texes, interest, bonds, essessments, association fees, insurance, rents and other current expenses and revenues of
88	the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with
88	adjustment for exemptions and improvements. Buyer is responsible for property tex increases due to change in ownership.
70	(e) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require
71	Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.
72*	(f) Home Warranty: Buyer Setter NA 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
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 Peragraphs 7 and 8(a)(2) by
770	(within 10 days from Effective 1)stalt left black! ("Ingraction Panod") the Wood-Organizm (manism inspection by
700	(miner to chellen if left highly and the walk-through
78*	Instantion of the day hat Oleales Date or any other lives approach to the motion
79	(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.
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 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and
86	state guidelines have been found in buildings in Florida. Additional information regarding radion and radion testing may be
87	obtained from your county public health unit. Buyer may, within the inspection Period, have an appropriately licensed person
88	test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon
89	level to an acceptable EPA level, falling which either party may cancel this Contract.
80	(c) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood
91	zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding
92	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
93	below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from
94	Effective Date, falling which Buyer accepts the existing elevation of the buildings and zone designation of the Property.
95	(d) Homeowners' Association: If membership in a homeowners' association is mandatory, an association disclosure
96	summary is attached and incorporated into this Contract, BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL
97	BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.
198	BOLEH HV2 KEGEIAED AND KEVD THE DISCESSIONE SOUNDS TO
e e e e e e e e e e e e e e e e e e e	8. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until
99	Alamina auscet for normal tworr and tear ("maintenance recitingment") AND MORIES (BOUNED by (NIS CONTINUE), 301101 WIII) DIOYIUG
484	account and utilities for Remark inspections. Rever will repair all demades to the Property resulting from the inspections and
101	the Despety to the pre-Indopertion condition. It salights linguily to contribute required repairs of treatments prior to
	closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all
103	to the contract of the standards and the standards of the
104 105	(a) Warmatu inenertians and Papair
108	41) Married Baller remarks that conclused major annilences and heating, cooling, mechanical, electrical, security,
107	aministrative continued in the state of the
108	condition until placing that the ethickures (including mods) and pool, it any, are structurally sound and waterlight; and
109	About army among parmits for the Directory have been closed out and final inspections will be obtained before the Closing
110	Date Seller does not warrant and is not required to rebail cosmetic conditions, unless the cosmetic condition resulted
111	from a defect to a warrented from Safter is not obligated to brind any from into compliance with existing building code
112	may before unloss to censor a warranted from "Worlding condition" means operating in the manner in which
113	the state of the s
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	· Buyer () and Seller (A) () ecknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.
114	• Buyer () and Seller (_M_) (_A_) ecknowledge receipt of a copy of this page, which is Page 2 of 6 Pages. FAR-6 Rev. 10/00 © 2000 Horida Association of Reutrons 10 All Rights Reserved
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working condition of the Item, including pitted marcite; missing or torn screens other than missing pool cage or screen room screens; fogged windows; tears, worn spots and discoloration of floor coverings/walipapers/window treatments; nall holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walla/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 falls to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

(3) Repair. Seller is obligated only to make repairs necessary to bring warranted items into the condition warranted, up to the Repair 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 past control business to determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the Inspector finds evidence of Infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5 days from the date of the inspection. 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 conective treatment estimated by a licensed past control business. Seller will have treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, falling which either party may cancel this Contract. If Buyer falls to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard to wood-destroying organism infestation and damage, subject to the maintenance requirement.

(c) Walk-through Inspection: Buyer may walk through the Property solely to verify that Seller has made repairs required by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through Inspection. If Buyer 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, falling which either party may cancel this Contract.

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.

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(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 Fiorida-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 that closing, of any defects that make the title unmarketable. Seller will have 30 days from

Decknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.) and Seller () F) Facknowledge receipt of a cop ©2000 Florida Association of Revirons® All Righte Reserved

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 zonling violations. Any such encreachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above. If any part of the Property les seaward of the coestal construction control line, Saller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the property, unless Buyer 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 fallure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist.
- 1 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 uneriforceable, 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, 9 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 falure of Seller to make Seller's title marketable after olligent effort, Seller 3 falls, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the brokerage fee. (b) Buyer Default: If Buyer falls to perform this Contract within the time specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific 2 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. A
- 16. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, olaims and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows: 17

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- (a) Disputes concerning entitiement to deposits made and agreed to be made: Buyer and Selier will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of erbitration, a Florida court or the Florida Real Estate Commission. Buyer and Seller will be bound by any resulting settlement or order.
- (b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration In the county where the Property Is located. The arbitrator may not after the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact 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 licenses 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 bindim on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the Buyer (1) and Seller (1) and Seller (1) Arbitrator accordance with the rules of the page, which is Page 4 of 6 Pages.

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2ROW AGENT AND BROKER

17. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and Inoid func. Id other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Contract, including subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Contract, including subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Contract or misdelivery of escrowed items to disbursing brokerage fees. The parties agree that Escrow Agent will obtain be subject or gross negligence. If Escrow Agent Buyer or Seller, unless the misdelivery is due to Escrow Agent will be a thing fees and costs from the deposit and will recover interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as count 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 tex, 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 10 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 52 value. Buyer and Seller respectively will pay all costs and expanses, including reasonable attorneys' fees at all levels, incurred by 53 Broker and Broker's officers, directors, agents and employees in connection with or existing from Buyer's or Seller's misstatement 14 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, 15 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform 58 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services 57 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products ::8 or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for (39 selecting and comparisating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes ·AX) 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 dosing 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. 267 168 :69 Broker / Brokerege feq: (\$ or % of Purchase Price) !70" 271" Broker / Brokerage fee: (\$ or % of Purchase Price) ADDENDA AND ADDITIONAL TERMS 20. ADDENDA: The following additional terms are included in addenda and incorporated into this Contract (check if applicable): S. Sale of Buyer's Property JG. New Mort. Petes T. Rezoning 276 A. Condo. Assn. □N. Unimproved/Ag. Prop. 278' [] E. Homeowners' Assn. SETH. As is w/Right to inspect □U. Assignment ☐O. Interest-Bearing Account ☐ I. Self-Inspections TSV. Prop. Disclosure Stmt. 277. C. Seller Financing ☐ P. Back-up Contract R. Pre-1976 Housing Stmt. (LBP) Q. Broker - Pers. Int. in Prop. >30ther J. Insulation Disclosure 278" []D. Mort. Assumption 279 DE, FHA Financing ☐R. Rentals ☐L Flood Insurance Reqd. 280 F. VA Financing at time of closing -281- 21. ADDITIONAL TERMS: 282 283 284 265 288 - After closing seller will neve right to remain occupying property until or before \$/15/05 280 and Seller () Tacknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

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EMHIBIT # 9
PAGE 5 OF ________

telivered to Ruver no later	e Property on the above terms and conditions. Un than	this offer will be revo	ked
Date:	Buyer: OMAR CLARO	Tax ID/SSN:	
Date:		Tax ID/SSN:	
hone:			
Date: 6/21/05	Seiler: John Law Malato Rockey 22	Tax ID/SSN:	
ete: <u>0/21/05</u>	7	Tex ID/SSN:	
hone:	Address:	*	
Seller counters Buyer's fithe acceptance to Seller	offer (to accept the counter offer, Buyer must sign of by 5:00 p.m. on	or initial the counter offered terms and deriver a	сору
Effective Date:	(The date on which the last party si	gned or initialed acceptance of the final offer)
	Seller (by of this page, which is Page 6 of 6 Pages.	भक्ता है।
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The clauses below will be		the Contract between	- Cruilles		igurz	(Seller)
	TEVNE RD	CORAL PAR	concerning the	Property des	cnosa as only it initi	aled by all parties:
		PROPE	RTY		· ·	•
() - () () () () () () () () (H. As Is	With Right to Inspec	t: This clause	replaces Pan	agraphs G and	8 of the Contract
maragraph sia) mepair ani	d lemnite Repair l	Limits are 0%. Seller n	nakes no wan	anties other th	ıan marketabilli	v of title. Seller wi
keep the Property in the requirement"), and will co	same condition over the Property	from Effective Date u	ntil closing, e with an obliga	kcept for non	nal wear and	tear ("maintenance
expense, conduct profess	sional and walk-th	rough inspections as d	lescribed belo	w. If Buyer fall	s to timely con	duct any inspection
which Buyer is entitled to	make under this	paragraph, Buyer wall	ves the right to	the inspection	and accepts t	he Property "as is.
Seller will provide access inspections and return the	Property to its or	Buyers inspections, B B-inspection condition.	uyer will repai Buver may b	rell damages v こ	to the Propert	y resulting from the
Period") (within 10 days fr	om Effective Date	if left blank) make any	and all inspec	tions of the Pr	roperty. The Ins	pection(s) will be b
a person who specializes Florida license to repair a	In and holds an o	occupational license (if	required by la	w) to conduct	home inspect	ons or who holds :
days (within 5 days if left t	plank) from the en	d of the Inspection Perl	od if the estim	ated cost of tr	reatment and re	pairs determined t
be necessary by Buyer Is	greater than \$	For the	e cancellation	to be effective	, Buyer must i	nclude in the writte
notice a copy of the insp an appropriate Florida lic	ectors written rep cense to renair th	ont, it any, and treatme na Itams inspected. An	ent and repair (ev conditions)	astimates trom not recorded in	i the inspector n a timely man	or person(s) holdin ner will be deeme
acceptable to Buyer. Bu	yer may, on the o	day before Closing Dat	te or any othe	r time agreeat	ole to the partie	s, walk through th
Property solely to verify the	nat Seller has fulfi	illed the contractual obl	ligations. No o	ther Issues ma	y be raised as	a result of the walk
through inspection.		1 KI .				•
	() I. Self-I	Inspection: Buyer and	d Seller agre	that unlicent	sed persons, in	ncluding the partle
themselves, may conduct 8 of the Contract or Par	ct the inspections earanh H of this	s (except for Buyer's v	wood-destroyi if the inspect	ng organism i on findings di	inspection) per ffer and the pa	mitted in Paragrap
the differences, Buyer a	nd Seller togethe	er will choose, and will	equally split ti	ne cost of, a p	professional ins	pector as defined
Paragraph 8 of the Cont		•	•	•		
residence as follows:) J. Insulati	Ion Disclosure (New H	lomes Only): I	nsulation has	been or will be	installed in the ne
Location		Type	I	hlokness	Man	utacturer R-Value
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Sloped Celling Area						
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Exterior Walls Other	,					
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	HUBY Vapociation			
1,5	SALE AND PURCHASI	E MARIA		
200	C //b/7	3 4-	E. MARTINEZ	("Seller")
Adk	Ides to sell and buy on the	ne terms and conditions specified	below the property described as:	("Buyer")
		200 18 ST 41.	And 1 File 33145	
Leg	gal Description: 3#4	EMONDONY PB 8-90	County:	
fixti	ures, attached wall-to-	hents and attached Items, including	ng fixtures, built-in furnishings built in	1-10-063-1720
pur	chase are: / (wall carbering, rods, draparlas a	ng fixtures, built-in furnishings, built-in and other window coverings. The only	ophiances, ceiling fans, light
•		The state of the s	wheretay, 2 Rouge, 1,	Liebenaches)
		ms are excluded from the purcha	98:	
The	e real and personal prope	erty described above as industrial:	the purchase is referred to as the "Proportion value and is being left for Saller"	
រោ ព្រ	his Contract is included in	n the purchase price, has no contri	n the purchase is referred to as the "Proper butory value and is being left for Seller's (erty." Personal property listed
			adwiy value and is being left for Seller's i	CONVENIENCE,
2. P	PURCHASE PRICE:	PRICEA	ND FINANCING	
(2	a) \$ 1 000	Deposit received (checks a	payable by Buyer in U.S. current	107 88 follows
	b) \$	SICTIFICA		JOFF. ("Escrow Agent")
le	0) /00%		alivered to Escrow Agent by	
10	o)	Total financing (see Pareors	from Effective Date. (10 days if left blank) ph 3 below) (express as a dollar amount of	
	els BALANCE	Other:	Manager as a College Billioning (or percentage)
		at closing must be sald to d	ing Buyer's closing costs, prepaid items a ocally drawn cashler's check, official bank of ash for the Property with no financies	nd promitions) All 4 male male
W. ("(vitten Financing commit 'Commitment Periods'	or the linancing specified in para (the "Financing") within da tment or sporoval letter ("Committee	graph 2(0) at the prevailing interest rate lys from Effective Date (5 days if left band ment") within 2 days from Effective	onungency. and loan costs based on and provide Saller with a
Bi if (pe th	Buyer provides the Committee transaction does no arties cannot agree on an deposite to he returned	mitment to Seller, the financing or of close by the Closing Date unless	ad lender to disclose all such information of the stringency is waived and Seller will be expensions below the property suppositions below to the stringency in the stringency	to Seller and Broker. Once httled to retain the deposits
D.		ed. If Buyer, using diligence and a	to proceed, or (2) another provisi	on of this Contract requires
Pe		oe terminated and Buyer's deposit	good faith, cannot provide the Commitmes refunded.	on of this Contract requires and within the Commitment
Pe	CLOSING DATE: OCC	be terminated and Buyer's deposit	good faith, cannot provide the Commitmes refunded. .OSING	on of this Contract requires and within the Commitment
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50	TERIMENT FIND renoin	MINIO D 11.0% IT ION D	lank) of the purchase price for wood-destroying organism	•
58 57	(b) Buyer Costs: Bu	iyer will pay taxes and recoming tees as	es and mortgages; recording fees on the deed and financing sy flood insurance: Other:	n ·
58	(c) Title Evidence	ayer was pay taxes and recording tees on not senses; landers title policy; Inapections; survi and Insurance: Check (1) or (2):	as and mortgages; recording feas on the deed and financing	- 3
59	(c) The Evidence a	nd Insurance: Check (1) or (2):	y; llood insurance; Other;	,
80			Insurance commitment. Sellar D Buyer will select the title	· .
81 62	pay its own closin	ig fees.	inaurance commitment. \square Sellar \square Buyer will select the title search, examination and related charges. Each party will	.
63	VA (2) Seller WIII F	provide an abstract as specified in Persons	p tolera - m	1
64	gelly grentward	policy and select the title agent. Seller will	oh 10(a)(2) as title evidence. O Seller Ø Buyer will pay for pay fees for title searches prior to closing, including tax as searches after closing if any, title everally including tax	r
63	CiORing face	THE PAYED WINDER TOP 1816	Eparthe Aller Marie 19 19 19 19 19 19 19 19 19 19 19 19 19	t
5 6 67	(d) Prominge The	lation de la	The security was exertification 1998 and	· ·
68	the Procedy Manual	, bonds, seessments, association fees by	cable) and prorated as of the day before Closing Date: real	
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70	(e) Special Assessm	ent his manufacture duyer is responsi	Die for numerity tay increases the business will be used with	1
71 72	amount of ligne that a	The state of the s	Bethente immood by a much the to the ige at ownership.	
73	an improvement is sub	Distriction Completed as of Effective Date but it	saments imposed by a public body. Saller will pay (1) the full grand (1) the smount of the last estimate of the assessment if its not resulted in a lien before closing, and Buyer will pay all	:
74	(f) Tax Withholdian	Date Dut	ics not resulted in a lien before closing, and Buyer will pay at	•
75	Seller to provide and	with the Foreign	In Investment to Deal Duran .	
76° 77°	Possess of for fector	A MANAGEMENT AND DEA LOUGH HOUSE A	Ziranty nian issued by	
78	systems and major bu	Ilit-in appliances in the most plan provides	alrently plan issued by at a many of a nome's mechanical for repair or replacement of many of a nome's mechanical fue to normal wear and tear during the agreement period.	
74	•	A THE WORLD OF DIBERCHOWN	lue to normal wear and tear during the agreement perfort	
80	6. INSPECTION PERIOR	DS: Burger will committee it	מאומן אוויים איניים	
81-	(within 10	The wife the inspections refered	Youri in Domesmohn 9 and account	
82	by	Cat least & desired blank) "Insp	nced in Paragraphs 7 and 8(a)(2) by 5 days section Period"); the wood-destroying organism inspection sling, if left blank; and the walk-through less at the section	
83 84	day before Closing Dat	" " " " " " U U U U U U U U U U U U U U	AL THE REPORT OF THE PROPERTY OF THE	
85	7 DEAL TRANS	(at least 5 days prior to closing	ties; and the survey referenced in Paragraph 10(c) by	
86	Of the December 1	SULUSURES: Seller recomments that page		
87 68	can readily observe or the	but not limited to violations of government	dose not know of any facts that materially affect the value al laws, rules and regulations, other than those that Buyer Buyer. Seller will have all open permits (if any) closed out,	
59 58	(a) Frame Exert	iplated, no later than 5 days prior to decipaed to	Buyer. Seller will have all open permits (if said cluver	
80	Plorida Statutes	Buyer acknowledges receipt of the prometri	Felomental Control of the Control of	
92 91	(b) Radon Gas: Rado	n is a naturally occurrence as in occurrence	mustry visit industry or or or or or or or or or or or or or	
93	State outdollers he	It health risks to persons who are over-	that, when it has accumulated in a building is sufficient	
₽o	obtained from your cou	agen found in buildings in Florida, Additions	to it over time. Levels of radon that exceed federal and information regarding radon and radon testing may be linepection Period, have an appropriately identical person EPA standards, Seller may choose to make the second	•
9 5 9 6				
97	(c) Flood Zana Bus	PA level, falling which either and	Id A standards, Bollot may choose to make the	
99 98	zone the Property is in.	whather fined leading by survey, with the leads	id-A standards, Seller may choose to reduce the radon of this Contract. If and with appropriate government agencies which flood restrictions apply to improving the Property and rebuilding the property and rebuilding the property and rebuilding the property and restrictions are the property and restrictions.	
100	in the event of casualty.	If the Property is in a Special Floor What	restrictions apply to improving the Property and the flood	
101	Effective Date 4-7-100	o elevation, Buyer may perced this One	Se of Coastal High Hazard Area and the building	
102 103	(d) Homeowners' Age	consting: If members is alevation of the	restrictions apply to improving the Property and rebuilding se or Coastal High Hazard Area and the buildings are build by delivering written notice to Seller within 20 days from a buildings and zone designation of the Property. It essociation is mandatory, an association disclosure SH SHOULD NOT SIGN THIS CONTRACT LARGE.	
104	BUYER HAS BECEN	and incorporated into this Contract Title	essociation is mandatory, an association displace	
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108	PROPERTY THAT AS	WGE OF OWNERSHIP OR PROPERTY	Y BE OBLIGATED TO PAY IN THE YEAR SI INCIDENT	
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110 111				
***	susceptible persons. For	more information, contact the county less	FIGURE OF THE PROPERTY OF THE	
115. B	uyer(IC) lander	LA LICE	PHOE FOR FURTHER INFORMATION. Isted in sufficient quantities, may present health rieks to air quality specialist or other appropriate professional.	
	VR-8 Rev. 10/04 © 2004	BECKTOWING RECEIPT OF B COP Rovids Association of REALTORS* All Rights Reserved	by of this page, which is Page 2 of 7 Pages. COMPLAINT	•
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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 the access and utilities for Buyer's inspections, Buyer will repair all damages to the Property resulting from the inspections, 118 return the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion. If Selier, using best efforts, is unable to complete required repairs or treatments prior to closing, Selier will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make, At closing, Seller will easign all assignable repair and treatment contracts to Buyer and provide Buyer with pald receipts for all work done on the Property pursuant to the (a) Warranty, Inspections and Repair. 122

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

(2) Professional Inspection: Buyer may, at Buyer's expense, have warranted items inspected by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the inspector's written report, if any, to Seller. If Buyer falls to deliver timely written notice, Buyer 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: Saller will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items into the condition warranted, up to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are not in the condition warranted, have a second inspection made by a professional inspector and will report repair estimates to Buyer, if the first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will choose, and equally aplit the cost of, a third inspector, whose written report will be binding on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, Seller will have the exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to Seller not exceeding the Repair Limit and accepts the balance of

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

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

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

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TITLE

10. TITLE: Galler will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or 176 quardian deed as appropriate to Saller's status. 177 178

(a) This Evidence: This evidence will show legal access to the Property and marketable title of record in Geller in accordance with current title standards adopted by the Florida Ber, subject only to the following title exceptions, none of which prevent residential use of the Property: covenants, sesements 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 Miamil-Oade County,

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

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(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed Insurer as a base for relessuance 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 cartifled 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 unmarkstable. Seller will have 30 days from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Sellar'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 ours the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and deliver written notice to Beiller, 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 lande 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 Sellar'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 afficient or survey as required by law

delineating the line's location on the property, unless Buyer weives this requirement in writing.

MISCELLANEOUR

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

12. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's fallure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, document or Item given to or received by an attorney or Broker (including a transaction broker) representing a party will be an 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 Buyet, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initiated and delivered by the party to be bound. 221 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 unerstorceable, 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.

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 plutel. This Contract is binding on the heirs, administrators, executors, 228 personal representatives and assigns (if permitted) of Buyet, Seller and Broker.

DEFAULT AND DISPUTE RESOLUTION

231 15. DEFAULT: (a) Seller Default: If for any reason other than feture of Seller to make Seller's title marketable after diligent effort, Seller 233 Tells, 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 and mande as per Perceptable 18. Seller will also be liable to Broker for the full emount of the Buyer (10) and Seller acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

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brokerage fee. (b) Buyer Default: If Buyer falls to perform this Contract within the time specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as 236 per Paragraph 16; and Broker will, upon demand, receive 60% of all deposite peld and agreed to be paid (to be split equally among 237 cooperating brokers except when closing does not poor, 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. 239 241

16. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims and other metters 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 Soller will have 30 days from the date conflicting demands are made to attempt to readive the dispute through mediation, if that falls, Escrow Agent will submit the disputs, if so required by Rorids law, to Escrew Agent's choice of erbitration, a Florida court or the Florida Real Estate Commission, Buyer and Seller will be bound by any resulting award, judgment or order.

(b) All other disputes: Buyer and Seller will have 80 days from the date a dispute arises between them to attempt to resolve the matter through mediation, talking which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not after the Contract terms or award any remedy not provided for in this Contract. The sward 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 or firm named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will eurylve 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 sattlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally

17. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in eacrow and, ESCROW AGENT AND BROKER subject to clearance, disburse them upon proper authorization and in accordance with Florida law and 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 ascrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligance. If Escrow Agent interpleads the subject matter of the eacrow, Eacrow Agent will pay the tring fees and coats 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 Agant will be entitrated, so long as Escrow Agant consents to arbitrate.

18. PROFESSIONAL ADVICE; BROKER LIABILITY! Broker advises Buyer and Sellier to verify all facts and representations that are 270 important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the 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 adviced that Broker does not reside in the Property and that all 274 representations (oral, written or otherwise) by Broker are based on Saller representations or public records. 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 Seliar 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 combactual 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 Selfer's misstatement or failure to perform contractual obligations; (2) Broker's performence, at Buyer's and/or Sotter's request, of any task beyond the scope of services regulated by Chapter 475, E.S., as amended, including Broker's referral, recommendation or retention 281 of any vandor, (3) products or services provided by any vandor; and (4) expenses incurred by any vandor. Buyer and Seller each assume full responsibility for selecting and compensating their respective varidors. This paragraph will not refleve Broker of electrory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing. 265

19. BROKERS: The licenses(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to Closing Agant Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate 260 brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent, will dispurse brokerage fees as Indicated below. This paragraph will not be used to modify any MLS or other offer of compansation made by

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5. 1.	The clauses below will be incorporated into the Contract between MPRIA E MARTINE 2 (Seller)	
3.	(Seller)	
4° 6°	only if initiated by all most	
8	to obtain the appropriate government agency: Zoning	
7	required by the government agency. Buyer will nevel only as	
6	required by the government agency. Buyer will pay all costs associated with the rezoning application and proceedings. If	
9°	t' V U. Assignment: Seller surges that Ruyer may parlies this S.	
11-	Buyer will delive a copy of the assignment to Soller and D. will be	
12^	Buyer will delive a conv of the sesignment to Seller and D will D will not be released from the duty to perform this Contract. V. Property Disclosure Stelement D.	
18 14	Continuent on Calley and Continuent on Calley and Calle	
16	material information about the Property that is unacceptable to Buyer, Buyer may cancel this Contract by written notice to	
16.	[](,]-1	
17	defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 10% of the amount realized by the primary exemptions and remit the withhold amount to the Internal Revenue Service (IRS) unless an amount realized by the	
18 18	Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The Buyer with a Withheld and Continued Buyer with a Withheld and Continued Buyer with a Withheld and Continued Buyer with a Withheld Continued Buyer with an affidavit that Seller is not a "foreign person" as	
20	Buyer with a Withholding Code Provides Buyer with an affidavit that Geller is not a science and externation applies. The	
21 22	Buyer with a Withholding Certificate provides Buyar with an affidavit that Sellar is not a "foreign person", (2) Sallar provides less, Buyar is an individual who purchases the Property to use as a residence, and Buyar or a member of Buyer's family has 12 months periode after property for at least 50% of the number of days the Property is in use division and Buyar or a member of Buyer's family has	
29	12 month periode effect the reperty for at least 50% of the number of days the Property is in use device a family has	
24	12 month periods after transfer. The IRS requires Buyer and Seller to have a U.S. federal taxpayer identification number to comply with FIRPTA requirements including applying for a TN within 3 days from Effective Descentive December 1.	
25 28	to comply with FIRPTA requirements including applying for a TN 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 configuration their is still panding and delivering their	
30	Buyer at closing the excitional analysis does not pay sufficient oath at closing to meet the withholding regularment. Sallos will be a	•
31	Buyer at closing the additional cash necessary to eatisfy the requirement. Buyer will timely disburse the funds to the IRS and	
	, and the same of	
	() - ()() X. 1031 Evolvanne # olthor Call	
33	simultaneously with closing or after) under Section 1031 of the Internal Bayer 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 cooperate in all reasonable respects to effectuate the Exchange including executing documents; provided between the time of the cooperating party will incur up liability or content the Exchange including executing documents; provided between the time.	
13 H		
33 34 35 36	cooperating party will incur no liability or cost related to the Exchange and that the closing shall not be contingent upon,	
13 14 15 16 17	cooperating party will incur no liability or cost related to the Exchange and that the closing shall not be contingent upon, Y. Additional Clauses Y. Additional Clauses	
33 34 35 37 37 18°	cooperating all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the extended or delayer by the Exchange. Y. Additional Clauses 4.3.9.5 Continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and the closing shall not be contingent upon.	
13 14 15 16 17 18 19 17	exceptible in all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the exchange and that the closing shall not be contingent upon, (I) Y. Additional Clauses 4.3.95 (I) Y. Additional Clauses	
33 M 15 M 16 M 10 M 11 M 27 M	cooperating all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the extended or delayer by the Exchange. Y. Additional Clauses 4.3.9.5 Continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and the closing shall not be contingent upon.	
33 36 36 37 37 37 37 37 37	cooperating all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the extended or delayer by the Exchange. Y. Additional Clauses 4.3.9.5 Continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and that the closing shall not be contingent upon, and the continued to the Exchange and the closing shall not be contingent upon.	
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OF

DISBURSEMENT DATE 9/29/06

6043 N.W. 167th Street, Suite A-16, Miami Lakes, Florida 33015

. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
01. Contract sales price	500,000 00	401 Contract sales price	500,000 00
02. Personal property		402 Personal property	
03 Settlement charges to borrower (Line 1400)	25,203.14	403	
04,		404.	
05	<i>)</i> ,	405.	
Adjustments for items paid by seller in advance: 06 City/town taxes	······································	Adjustments for items paid by seller in advance:	
107. County taxes		406 City/town taxes	
108. Assessments		407. County taxes	
109		408. Assessments	
110.		409.	
111.		410.	
112		411.	
		412.	
120. Gross amount due from borrower: 200. Amounts paid or in behalf of borrower:	525,203 14	420. Gross amount due to seller:	500,000 00
200. Amounts paid of th behalf of borrower:		500. Reductions in amount due to seller:	
		501. Excess deposit (see instructions)	
202 Principal amount of new loan(s) 203 Existing loan(s) taken subject to	425,000 00	502 Settlement charges to setler (line 1400)	27,288 50
		503. Existing loan(s) taken subject to	
	72,528.55	504. Payoff of first mortgage loan	90,254 08
205 206		505. Payoff of second mortgage loan	
		506. Deposits held by seller	
207. Principal amt of mortgage held by seller 208.	 	507 Principal amt of mortgage held by seller	
	ļ	508	
209. Seller's Contribution to closing costs Adjustments for items unpaid by seller:	19,745.92	509. Seller's Contribution to closing costs	19,745 92
210. City/town taxes		Adjustments for items unpaid by soller:	_
211 County taxes from 01/01/06 to 09/29/06	3 029 67	510. City/town taxes	
212 Assessments	3,028.67	511. County taxes from 01/01/06 to 09/29/06	3 028 67
213	 	512. Assessments	
214		513	
215		514	
216	ļ	515	
217		516	
216	 	517 518	
219	 	519.	
220. Total paid by/for borrower:	500 000 44		
300. Cash at settlement from/to borrower:	520,303 14	S20. Yotal reductions in amount due seller:	140,317.1
301 Gross amount due from borrower (line 120)	525,203 14	600. Cash at settlement to from seller: 601. Gross amount due to seller (line 420)	500,000 0
302 Less amount paid by/for the borrower (line 220)	(520,303.14)		(140,317 17
303 Cash (From [] To) Borrower:		603. Cash (To From) Seller	

Substitute Form 1099 Seller Statement: The information contained in blocks £, 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 6282 and/or Schedule D (Form 1040)

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TIN. 56-2419635

Phone 305-824-1505

H. SETTLEMENT AGENT:

Place of Settlement:

I. SETTLEMENT DATE

Cristina Gomez, P.A.

9/29/06

No 3298 P. 2/2

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Barrier Marie			
