

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
2008013812
2007034325

DIVISION OF
ADMINISTRATIVE
HEARINGS

09 JUL 20 PM 2:37

FILED

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

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

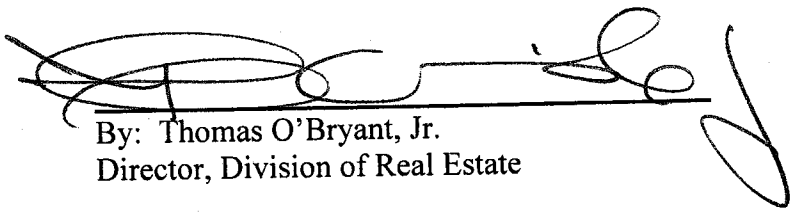
WHEREFORE, it is hereby **ORDERED** and **ADJUDGED** that:

1. Respondent is in violation of Counts 1 through 6 of the Administrative Complaint;
2. Respondent's license is **SUSPENDED** for eight (8) years 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.
3. Respondent shall pay an administrative fine of \$3,000.00 and costs of \$2,904.00 within eight (8) years of the date of this Final Order;
4. Respondent shall attend two (2) 2-day FREC meetings within eight (8) years of 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 8 day of July, 2009.

FLORIDA REAL ESTATE COMMISSION


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

NOTICE OF RIGHT TO JUDICIAL REVIEW

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Order has been provided by U.S. Mail to Douglas D. Stratton, Esquire, Stratton & Feinstein, 407 Lincoln Road, Suite 2A, Miami Beach, Florida 33139; Larry J. Sartin, Administrative Law Judge, Division of Administrative Hearings, The DeSoto Building, 1230 Apalachee Parkway, Tallahassee, Florida 32399-3060; Patrick Cunningham, Esquire, 400 W. Robinson Street, Suite 801, North Tower, Orlando, Florida 32801-1757; and to Tom Barnhart, Senior Assistant Attorney General, Office of the Attorney General, PL-01, The Capitol, Tallahassee, Florida 32399-1050, on this 17th day of July, 2009.

Sarah Wachman

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 Street, Apt. No.:
Stratton Feinstein
 City, State, ZIP+4:
at Lincoln Rd. suite 2A

PS Form 3800, August 2006 See Reverse for Instructions

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Total Postage & Fees	\$

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Tom Barnhart
 Street, Apt. No.:
200 - PL-01, The Capitol
 City, State, ZIP+4:
Tallahassee, FL 32399

PS Form 3800, August 2006 See Reverse for Instructions

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

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

Petitioner,

vs.

ROSA FERNANDEZ,

Respondent.

**CASE NO. : 08-4406PL
DBPR CASE NOS.: 2008013818
2008013802
2008013852
2008013809
2008013812
2007034325**

FINAL ORDER

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

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

Commission makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. The Administrative Law Judge's findings of fact as set forth in the Exhibit "A" are approved, adopted and incorporated herein by reference.

2. There is competent, substantial evidence to support the Administrative Law Judge's findings of fact as adopted by the Commission.

CONCLUSIONS OF LAW

3. The Board has jurisdiction of this matter pursuant to Sections 120.569 and 120.57(1), Florida Statutes, Chapter 475, Part I, Florida Statutes, and Chapter 61J2 of the Florida Administrative Code.

4. Except for paragraphs 46, 48 and 49 and the last sentence of paragraph 47 of the Recommended Order, the Administrative Law Judge's conclusions of law as set forth in Exhibit "A" are approved, adopted and incorporated herein by reference.

5. Paragraph 46 is rejected because the plain language of Rule 61J2-24.001(4), F.A.C., requires prior notice of aggravating factors only if it is an informal hearing pursuant to Section 120.57(2), F.S. Moreover, a penalty of revocation is within the penalty guidelines for one violation of Section 475.25(1)(e), F.S. and there were six violations of this statute in the instant case. Therefore, the Commission can revoke the Respondent's license without considering aggravating circumstances. Finally, because the Administrative Law Judge's conclusion in Paragraph 46 is contrary to the plain language of Rule 61J2-24.001(4), F.A.C., the Commission finds that its interpretation of Rule 61J2-24.001(4), a rule over which the Commission has substantive jurisdiction, is more reasonable than the ALJ's. See Section

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

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

DISPOSITION

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

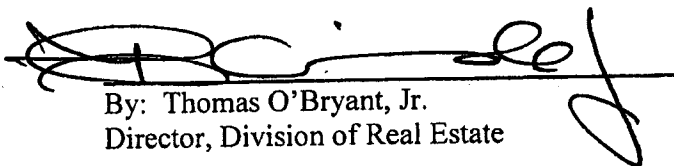
WHEREFORE, it is hereby ORDERED and ADJUDGED that:

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

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

DONE and ORDERED this 15 day of June, 2009.

FLORIDA REAL ESTATE COMMISSION


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

NOTICE OF RIGHT TO JUDICIAL REVIEW

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

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

Road, Suite 2A, Miami Beach, Florida 33139; Larry J. Sartin, Administrative Law Judge, Division of Administrative Hearings, The DeSoto Building, 1230 Apalachee Parkway, Tallahassee, Florida 32399-3060; Patrick Cunningham, Esquire, 400 W. Robinson Street, Suite 801, North Tower, Orlando, Florida 32801-1757; and to Tom Barnhart, Senior Assistant Attorney General, Office of the Attorney General, PL-01, The Capitol, Tallahassee, Florida 32399-1050, on this 22nd day of June 2009.

Brandon M. Nicks

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Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$		
Sent to			
Larry J. Sartin			
Street, Apt. No.:			
1230 Apalachee Pkwy			
City, State, ZIP+4			
Tallahassee, FL 32309			
PS Form 3800, August 2005		See Reverse for Instructions	

Charles W. Drago, Secretary

Charlie Crist, Governor

June 15, 2009

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

RE: DBPR v. Daniel Brizuela
DBPR Case No. 2008047867

Dear Mr. Brizuela:

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

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

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

Sincerely,

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

RM/jp
Enclosures

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

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

Petitioner,

v.

ROSA FERNANDEZ,

Respondent.

FDBPR Case N° 2008013818
2008013802
2008013852
2008013809
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.

2. Respondent is and was at all times material hereto a licensed Florida real estate broker, issued license number 3000310 in accordance with Chapter 475 of the Florida Statutes.

3. The last license issued was as a broker at Vizcaya Realty of Miami, Inc., 1630 SW 17th Terrace, Miami, Florida 33145.

4. On or about August 2005, Respondent was the listing agent for a property located at 1827 SW 18th Ave., Miami FL 33145 (Subject Property 1). A copy of the listing is attached hereto and incorporated herein as Administrative Complaint Exhibit 1.

5. Respondent listed the Subject Property for \$285,000.

6. Respondent Represented Buyer in the purchase of the Subject Property 1.

7. At all times material Respondent was ordered by Investigator Derrick Ham to deliver and make available broker's business records for the sale of the Subject Property 1.

8. Respondent knew or should have known that the Subject Property 1 sold for \$350,000. A copy of the listing is attached hereto and incorporated herein as Administrative Complaint Exhibit 2.

9. Respondent failed to maintain broker's records for the sale and purchase of the Subject Property 1.

COUNT ONE

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

FURTHER ESSENTIAL ALLEGATIONS OF MATERIAL FACT

10. Petitioner realleges and incorporates herein Paragraphs One through Three above.

11. On or about April 5, 2005 Respondent represented Carlos Damain (Buyer 2) in the purchase of a property located at 447 Aragon Ave., Coral Gables, FL 33134 (Subject Property 2) owned by Isaac & Teresa Moncarz (Sellers 2)) for \$595,000. A copy of the contract is attached hereto and incorporated herein as Administrative Complaint Exhibit 3.

12. Respondent knew or should have known that the Subject Property 2 was listed for \$545,000.

13. At all times material Respondent was ordered by Investigator Derrick Ham to deliver and make available broker's

business records for the sale of the Subject Property 2.

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

COUNT TWO

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

FURTHER ESSENTIAL ALLEGATIONS OF MATERIAL FACT

15. Petitioner realleges and incorporates herein Paragraphs One through Three above.

16. On or about March 8, 2006 Respondent represented Ramon Rubiera (Buyer 4) in the purchase of a property located at 1852 SW 10th Street, Miami, FL 33135 (Subject Property 4) owned by Felicia & Elio Trejo (Sellers 4) for \$499,000. A copy of the contract is attached hereto and incorporated herein as Administrative Complaint Exhibit 4.

17. Respondent knew or should have known that the Subject

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

18. At all times material, Respondent was ordered by Investigator Derrick Ham to deliver and make available broker's business records for the sale of the Subject Property 4.

19. Respondent delivered a copy of Respondent broker's records to Investigator Ham.

20. On or about April 12, 2006 Respondent represented Blanca L. Dellasera in the purchase of the Subject Property 4 for \$515,000. A copy of the contract is attached hereto and incorporated herein as Administrative Complaint Exhibit 5.

21. Respondent failed to keep as broker's records a sale and purchase contract signed by Blanca L. Dellasera in the purchase of the Subject Property 4 for \$515,000.

22. Respondent failed to maintain broker's records for the sale and purchase of the Subject Property 4.

COUNT THREE

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

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

FURTHER ESSENTIAL ALLEGATIONS OF MATERIAL FACT

23. Petitioner realleges and incorporates herein Paragraphs One through Three above.

24. On or about April 20, 2005 Respondent represented Guillermo Lopez (Buyer 5) in the purchase of a property located at 903 Red Road, Miami, FL 33126 (Subject Property 5) owned by Ramon L Romero (Sellers 5) for \$549,000. A copy of the contract is attached hereto and incorporated herein as Administrative Complaint Exhibit 6.

25. Respondent knew or should have known that the Subject Property 5 was listed for \$499,000 on or about April 27, 2005. A copy of the history view is attached hereto and incorporated herein as Administrative Complaint Exhibit 7.

26. At all times material, Respondent was ordered by Investigator Derrick Ham to deliver and make available broker's business records for the sale of the Subject Property 5.

27. Respondent delivered a copy of Respondent broker's records to Investigator Ham.

28. Respondent failed to maintain broker's records showing

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

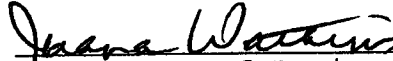
Based upon the foregoing, Respondent is guilty of failure to preserve and make available to the Petitioner, all books, records, and supporting documents and failed to keep an accurate account of all trust fund transactions in violation of Rule 61J2-14.012(1), Florida Administrative Code and Section 475.5015,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

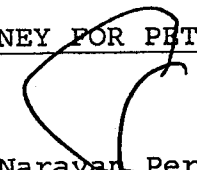
period not to exceed ten (10) years, imposition of an administrative fine of up to \$5,000 for each count or offense; imposition of investigative costs; issuance of a reprimand; imposition of probation subject to terms including, but not limited to, requiring the licensee, registrant or permittee to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

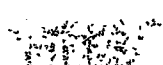
Administrative Code Rule 61J2-24.001.

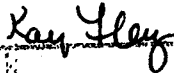
SIGNED this 17 day of July, 2008.


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

ATTORNEY FOR PETITIONER


Shiv Narayan Persaud
Senior Attorney
Florida Bar N° 116830
Division of Real Estate
Department of Business and
Professional Regulation,
Legal Section - Suite N 801
Hurston Bldg. North Tower
400 West Robinson Street
Orlando, Florida 32801-1757
(407) 481-5632
(407) 317-7260 FAX


Department of Professional Regulation
Division of Real Estate


7/17/08

/k

PCP: RE/NH 7/08

NOTICE TO RESPONDENTS

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

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

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

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

RE1 - SINGLE FAMILY RESIDENTIAL

Southeast Florida MLS

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

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

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

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

PARK: DRIVEWAY PARK RESTR:

LT: 54 x 98 SF: 5,292 LOTDS: 0-1/4ACR

WTRFR: N VIEW: OTHER

WTRAC: DESGN: ATTACH/ 1STORY ES:

CONST: CBS ROOF: BARREL MS:

FLOOR: WOOD DINE: HS:

ROOMS: FLORIDA

POOLS: Y/ BELOWGRD PL: 13X 8 SPA:

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

DIR:

BRK-REM:

LV: DR: DA: KT: FR: FL: PR:
MB: 2B: 3B: 4B: 5B: DN: PB:
BEDRM: MBRGRND UR: CF: 0

MSBTH: PETS:

INTER: FIREPLACE WALKCLOS

EQUIP: DRYER RANGE-E REFRIG WASHER

WNDW: OTHER RESTR: NONE HOPA:

EXTER: FENCE LIGHTING

GUEST: GUEST SQ FT: 0

SUBDV: PUBLICRD MAINT:

HEAT: CENTRAL SPRINK: CABLEAVL:

COOL: CENTRAL WTR: MUNICIPL SEWER: MUNICIPL

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

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

TX: \$2,569 TXYR: 2002 TAX: HOMESTEAD TM:

SPEC: POSS: FUNDING IDX: Y

LPID: 03000310 LS: ROSA FERNANDEZ APH: 305-857-0112 OPH: 305-857-0112

2PID: 2A: ZAG: FAX: 305-858-1103

LTY: ER ON: ON#: 2PH:

URL: PHOTO: 1TAKE WD:

EMAILA: VT:

COBA: 2.5 COTB: 2.5 CONR: 0 VAR: N JA: BRD: D

OCCUP: OWNER SHOW: 24HRNOTICE LD: 10/24/03 XD:

PREV STATUS: PS STATUS CHNG: 08/04/05 OK ADV: L1:

PREV\$: \$260,000 PRICE CHNG: 02/11/04 ORIG LP: \$299,000 L2:

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

MOBILE HOME DECAL: SZ: S#: BRAND:

FEEINCL: MISC:

PD: 02/13/04 CONTING: DM: 112 FURN: U CD: 08/04/05 SP: \$299,000

ECD: 08/04/05 CB: VZCR01 SPID: 03000310 SS: Rosa Fernandez S1:


TR: CONV SPID2: SS2: ADMINISTRATIVE COMPLAINT

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EXHIBIT # 1 OF 10

Property Details

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

 Lis Pendens

Owner Info:

Owner Name	Diaz Modesto	Settle Date	04/22/2005
Tax Billing Address:	1827 SW 18th Ave	Annual Tax:	\$7,084
Tax Billing City & State	Miami, FL	County Use Code	Single Family
Tax Billing Zip	33145	State Use:	Single Family
Tax Billing Zip+4	1453	Universal Land Use	SFR
Recording Date	05/16/2005		

Location Info:

Subdivision	Venice Heights Amd	Panel Date	03/02/1994
Census Tract	65 00	Flood Zone Code.	X
Carrier Route	C025	Zoning	R-1
Flood Zone Panel	1206500187J		

Tax Info:

Improved Assessment	\$111,448	Annual Tax	\$7,084
Land Assessment	\$161,554	Tax Area	100
DAV/Dade Tot Assessed Val	\$273,002	Lot Number	15
Market Value	\$273,002	Block ID	1
Assessment Year	2006	Legal Description	Amd Plat Venice Heights Pb 29-69 S54ft Of N71 5ft Lots 15-16 Blk 1 Lot Size 54 000 X 98 Or 21025-4865 01 2003 1 Coc 23376-1567 04 2005 1 Phyllis Shapiro Reineiro Rosales Or 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 01-4110-046-0140
Tax Year	2006	Folio #.	01-4110-046-0140
Alt APN.	01-41-10-046-0140		

Characteristics:

Lot Frontage	54	Total Baths	1
Lot Depth	98	Full Baths	1
Lot Acres	1215	Construction	Concrete Block
Lot Sq Ft	5292	Interior Wall	Drywall
Building Sq Ft	1,133	Exterior.	Concrete Brck Composition
Adjusted Sq Ft	1036	Floor Cover	Covered
Total Sq Ft	1,133	Pool	Pool
Stories	1	Year Built	1935
Total Units	1	# of Buildings	1
Bedrooms	2		

Last Market Sale:

Recording Date	05/16/2005	Owner Name:	Diaz Modesto
Settle Date	04/22/2005	Seller	Romero Alfredo
Sale Price.	\$350,000	Price Per Sq Ft	\$308.90

ADMINISTRATIVE COMPLAINT.

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<http://realist2.firstamres.com/propertydetail.jsp>

EXHIBIT # 2 5/8/2007

PAGE 1 OF



Residential Sale and Purchase Contract
FLORIDA ASSOCIATION OF REALTORS®

1. SALE AND PURCHASE ISAAC MONCARZ & TERESA MONCARZ ("Seller")
and CARLOS DOMIAN ("Buyer")

agree to sell and buy on the terms and conditions specified below the property described as:
Address: 447 ARAGON AVE CORAL GABLES, FL 33134
County: DADE

Legal Description: 7-8 5441 CORAL GABLES SEC 6 PB 5-111 LOT 24 BLK 7 LOT SIZE
50 000 X 110 Tax ID No: 33-41-08-001-1191

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are: CENTRAL A/C UNIT, 1 ELECT RANGE, 1 REFRIG, 1 DISHWASHER, 1 REFRIG, 1 WASHER, 1 DRYER, CHANDALIER DINNING, BREAKFAST TABLE W/MP

The following attached items are excluded from the purchase:

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

PRICE AND FINANCING

2. PURCHASE PRICE: \$ 595,000 payable by Buyer in U.S. currency as follows:
(a) \$ _____ Deposit received (checks are subject to clearance) _____ by _____ for Coldwell Banker Residential Real Estate ("Escrow Agent")
Signature _____ Name of Company CRISTINA GONZALEZ ATTORNEY
(b) \$ _____ Additional deposit to be delivered to Escrow Agent by _____ or _____ days from Effective Date. (10 days if left blank)
(c) 595,000 Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)
(d) \$ _____ Other: _____
(e) \$ Balance @ closing Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds

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

CLOSING

4. CLOSING DATE; OCCUPANCY: Unless extended by other provisions of this Contract, this Contract will be closed on May 30 05 ("Closing Date") at the time established by the closing agent, by which time Seller will (a) have removed all personal items and trash from the Property and swept the Property clean and (b) deliver the deed, occupancy and possession, along with all keys, garage door openers and access codes, to Buyer. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller-provided title evidence, surveys, association documents and other items.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below

(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title up to \$ _____ or _____ % (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit")

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages
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54 and up to \$ 0 or 0 % (1.5% if left blank) of the purchase price for wood-destroying organism
55 treatment and repairs ("WDO Repair Limit"); Other _____

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

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

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

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

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

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

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

79
80 **PROPERTY CONDITION**

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

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

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

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

98 (c) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood
99 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding
100 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
101 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from
102 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property

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

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

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

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

121 (a) Warranty, Inspections and Repair:

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

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

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

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

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

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

174 Buyer (LJ) and Seller (LMA) acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages
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ADMINISTRATIVE COMPLAINT

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TITLE

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

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

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

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

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

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

208

MISCELLANEOUS

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

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

219 13. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage
220 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.
221 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound.
222 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically
223 or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms
224 inserted in or attached to this Contract prevail over printed terms. If any provision of this Contract is or becomes invalid or
225 unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in
226 performing all obligations under this Agreement. This Contract will not be recorded in any public records.

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

230

DEFAULT AND DISPUTE RESOLUTION

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

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235 brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits,
236 Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as
237 per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among
238 cooperating brokers except when closing does not occur due to Buyer not being able to secure Financing after providing a Commitment
239 in which case Broker's portion of the deposits will go solely to the listing broker) up to the full amount of the brokerage fee.

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

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

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

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

262 **ESCROW AGENT AND BROKER**

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

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

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

291 Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.
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EXHIBIT # 3
PAGE 4 OF 4

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

350 OFFER AND ACCEPTANCE

351 (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)

352 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy
353 delivered to Buyer no later than _____ a.m. p.m. on _____, this offer will be revoked
354 and Buyer's deposit refunded subject to clearance of funds.

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

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

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

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

367 COUNTER OFFER/REJECTION

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

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

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

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ADMINISTRATIVE COMPLAINT
EXHIBIT # 3
PAGE 5 OF 4/23

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

VIZCAYA REALTY OF MIAMI
Selling Firm/Brokerage Fee (\$ or % of Purchase Price) 3% 16,350
FLAT FEE

294: GEORGIN CORBIN
295: Listing Sales Associate/License No. 0204844

COLDWELL BANKER
Listing Firm/Brokerage Fee: (\$ or % of Purchase Price) 3% 16,350
FLAT FEE

296 ADDENDA AND ADDITIONAL TERMS

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

305 21. ADDITIONAL TERMS:

306 (a) Pursuant to Section 475.42 (1)(f) Fla. Stat Seller and Buyer hereby grant Broker the right to place a lien on the
 307 Property to ensure payment of services rendered. For purposes of this paragraph, Broker will be treated as a party to
 308 this contract.
 309 (b) In addition to any brokerage fee noted in paragraph 19, Coldwell Banker Residential Real Estate, Inc. will collect
 310 \$295 brokerage fee from the Buyer(s) and/or Seller(s) as agreed to in the Buyer's Disclosure and Information Form and/or
 311 Seller's Listing Agreement
 312 (c) Buyer and Seller agree that Coldwell Banker, if acting as escrow agent, will deposit the escrowed funds in a non-
 313 interest-bearing account with a financial institution chosen by Coldwell Banker and that the financial institution Coldwell
 314 Banker or any of its related companies may obtain a direct or indirect benefit in connection with such deposit
 315 (d) Buyer should not execute this contract until the Buyer has received and read the disclosure summary if required
 316 by section 720.401, Florida Statutes which, if required is incorporated into this contract. IF THE DISCLOSURE
 317 SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE
 318 PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE
 319 BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF
 320 THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY
 321 OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY
 322 RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING

324 SELLER TO CONTRIBUTE 3% OF SALE PRICE TOWARDS BUYER'S
325 CLOSING COSTS @ TIME OF CLOSING.

330 ~~BUYER'S CLOSING COSTS TOTAL \$16,350 AND A SELLER'S AGENT OF~~
331 ~~SELLER'S AGENT~~
332 ~~AGREEMENT MUST BE MADE WITHIN 10 DAYS FROM EFFECTIVE DATE.~~

345 Buyer and Seller acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.
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ADMINISTRATIVE COMPLAINT # 4/24
EXHIBIT # 3
PAGE 6 OF

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

4 PROPERTY

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

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

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

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

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

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

ADMINISTRATIVE COMPLAINT
EXHIBIT # 3
PAGE 7 OF 4 / 25

5

The clauses below will be incorporated into the Contract between ISAAC MONCAYZ & TERESA MONCAYZ Seller, and CARLOS DOMINIAN (Buyer) concerning the Property described as 447 ANADON AVE only if initialed by all parties

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

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

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

(3) Certification of Accuracy: Buyer has received the pamphlet entitled "Protect Your Family From Lead in Your Home" and all of the information specified in paragraph (1) above. Licensee has notified Seller of Seller's obligations to provide and disclose information regarding lead-based paint and lead-based paint hazards in the property as required by federal law (42 U.S.C. 4852d) and is aware of his or her obligation to ensure compliance with federal lead-based paint law. Buyer, Seller and each licensee has reviewed the information above and certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

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

() - () **L. Insurance:** (check whichever applies)

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

(2) Flood Insurance: Buyer is notified that the Property is located in an area that is a defined floodable area and flood insurance is required. was declared a flood disaster area after September 23, 1994 and received federal disaster relief assistance on the condition that flood insurance be obtained in accordance with applicable federal law. Buyer is required to obtain such flood insurance if the Property is not so insured as of the date of transfer and will be required to maintain flood insurance in accordance with applicable federal law with respect to the Property.

() - () **M. Housing for Older Persons:** Buyer acknowledges that the owners' association, developer or other housing provider intends the Property to provide housing for older persons as defined by federal law. While Seller and Broker make no representation that the Property actually qualifies as housing for older persons, the housing provider has stated that it provides housing for persons who are 62 years of age and older 55 years of age and older

ADMINISTRATIVE COMPLAINT
EXHIBIT # 3

4/26

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

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

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

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

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

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

37 () () - () () Y. Additional Clauses _____
38 _____
39 _____
40 _____
41 _____
42 _____
43 _____
44 _____
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47 _____
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54 _____
55 _____
56 _____
57 _____

EXHIBIT # 3

PAGE 9 OF _____

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

4 MISCELLANEOUS CLAUSES.

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

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

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

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

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

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

ADMINISTRATIVE COMPLAINT.

EXHIBIT # 3
PAGE 10 Page _____ of Addendum No. _____

4/28

Mar-10-2006 FRI 01:54 PM

FAX NO:

P. 03



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

agree to sell and buy on the terms and conditions specified below the property described as
Address 1325 SW 10 ST, MIAMI, FL 33135 County MIAMI

Legal Description 376-10-2014 TO 8-90 FOR 6 AC. 103 Tax ID No 01-41-10-063-3560

together with all improvements and attached items, including bourses, built-in furnishings, built-in appliances, ceiling fans, light fixtures, air conditioning units, wall clings, rods, draperies and other window coverings. The only other items included in the purchase are 1 bag of, 1 bag of, 1 bag of, 1 bag of, 1 bag of

The following attached items are excluded from the purchase.

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

2. PURCHASE PRICE: \$499,000.00 payable by Buyer in U.S. currency as follows

(a) \$499,000.00 Deposit received (checks are subject to clearance) by STEVE FANT LAW OFFICE ("Escrow Agent")

(b) \$0 Additional deposit to be delivered to Escrow Agent by Buyer

(c) 0 or 60 days from Effective Date (70 days if left blank)

(d) 0 Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(e) 0 Other

Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by local cash, cashier's check, official bank check, or wired funds.
Buyer will apply for the financing specified in Paragraph 2(d) at the prevailing interest rate and loan costs based on Buyer's creditworthiness (the "Financing") within 5 days from Effective Date (5 days if left blank) and provide Seller with a written financing commitment or approval letter ("Commitment") within 10 days from Effective Date (30 days if left blank) ("Commitment Period"). Buyer will keep Seller and Broker fully informed about loan application status, progress and Buyer provides the Commitment and to Seller, the financing contingency is waived and Seller will be entitled to retain the deposits if the transaction does not close by the Closing Date unless (1) the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or Buyer elects not to proceed, or (2) another provision of this Contract requires the deposits to be returned. If Buyer, using diligence and good faith, cannot provide the Commitment within the Commitment Period, this Contract will be terminated and Buyer's deposits refunded.

CLOSING

4. CLOSING DATE; OCCUPANCY: Unless extended by other provisions of this Contract, this Contract will be closed on April 19, 2006 ("Closing Date") at the time established by the closing agent, by which time Seller will (a) have removed all personal items and trash from the Property and except the Property clean and (b) deliver the deed, occupancy and possession, along with all keys, garage door openers and access codes, to Buyer. If on Closing Date insurance underwriting is suspended, Buyer will postpone closing up to 5 days after the insurance suspension is lifted. If the transaction does not close for any reason, Buyer will immediately return all Seller-provided title evidence, surveys, accession documents and other items.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for the defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and prorate fees to Broker as per Paragraph 18 in addition to off or expenses provided in the Contract, Seller and Buyer will pay the costs indicated below:
(a) Seller Costs: Seller will pay taxes and surcharges on the deed and recording fees for document needed in curative us to (1) 5% if left blank of the purchase price for repairs to warranted items ("Repair List")

Buyer (Buyer) and Seller (Seller) acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages

ALTERNATIVE COMPLAINT
EXHIBIT # 4
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and up to _____% (1.0%) of the purchase price for wood-destroying organism treatment and repairs ("WDO Repair Limit"). Other _____

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

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

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

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

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

(g) Home Warranty: Buyer Seller N/A will pay for a home warranty plan provided for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

PROPERTY CONDITION

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

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

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

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

(c) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty if the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built below the minimum flood elevation. Buyer may cancel this Contract by delivering written notice to Seller within 30 days from Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

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

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

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

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AUTOMATIC COMPLAINT
 EXHIBIT # 4
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110 8 MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until
 114 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide
 115 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections,
 116 return the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its
 117 completion. If Seller, using best efforts, is unable to complete required repairs or treatments prior to closing, Seller will give
 118 Buyer a credit at closing for the cost of the repairs Seller was obligated to make. At closing, Seller will assign all assignable repair
 119 and treatment contracts to Buyer and provide Buyer with paid receipts for all work done on the Property pursuant to the
 120 terms of this Contract.

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

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

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

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

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

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

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

176 10. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trust deed, personal representative or
 177 Guardian (deed as appropriate to Seller's status), and will allow legal access to the Property and marketable title of record in accordance with
 178 (a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in accordance with
 179 current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residential
 180 use of the Property: coveralls, easements and restrictions of record; matters of plat, existing zoning and government regulations,
 181 oil, gas and mineral rights of record if there is no right of entry, current taxes; mortgages that Buyer will assume, and
 182 encumbrances that Seller will discharge at or before closing. Seller will, at least 2 days prior to closing, deliver to Buyer Seller's
 183 choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located
 184 (specify in Paragraph 5(c) the selected type). Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County
 185 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and
 186 subject only to title exceptions set forth in this Contract.
 187 (2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be
 188 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the
 189 Property recorded in the public records of the county where the Property is located and certified to Effective Date
 190 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed
 191 insurer as a base for issuance of coverage. Seller will pay for copies of all policy exceptions and an update in a formal
 192 acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent,
 193 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to
 194 Seller than (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.
 195 (b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 6 days from receipt of
 196 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from
 197 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects
 198 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing
 199 Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the
 200 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of
 201 Seller's notice, either carry out the Contract or accept title with existing defects and close the transaction.
 202 (c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from
 203 receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements
 204 on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
 205 site restriction and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above. If any part of the
 206 Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or survey as required by law
 207 delineating the line's location on the property, unless Buyer waives this requirement in writing.

MISCELLANEOUS

208 11. EFFECTIVE DATE, TIME: The "Effective Date" of this Contract is the date in which the last of the parties initials or signs the
 209 latest offer. Time is of the essence for all provisions of this Contract. All time periods will be computed in business days (a
 210 "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday,
 211 Sunday, or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local
 212 time (meaning in the county where the Property is located) of the appropriate day.
 213 12. NOTICE: All notices will be made to the parties and Broker by mail, personal delivery or electronic means. Buyer's failure
 214 to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will
 215 render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice,
 216 document or item given to or received by an attorney or Broker (including a transaction broker) representing a party will
 217 be as effective as if given to or by that party.
 218 13. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage
 219 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.
 220 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound.
 221 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically
 222 or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms
 223 inserted in or attached to the Contract prevail over printed terms. If any provision of the Contract is or becomes invalid or
 224 unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in
 225 performing all obligations under this Agreement. This Contract will not be recorded in any public records.
 226 14. ASSIGNABILITY; PERSONS BOUND: Buyer may not assign this Contract without Seller's written consent. The terms
 227 "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors,
 228 personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

DEFAULT AND DISPUTE RESOLUTION

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

EXHIBIT # 4

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216 brokerage fee of Buyer Default. If Buyer fails to perform the Contract within the time specified, including timely payment of all deposits,
 217 Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as
 218 per Paragraph 16, and Buyer if, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among
 219 cooperating brokers except when closing does not occur due to Buyer not being able to secure financing after providing a Commitment,
 220 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.

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

223 (a) Disputes concerning a statement of deposits made and agreed to be made. Buyer and Seller will have 30 days from the
 224 date porfiting demand is made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will
 225 submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real
 226 Estate Commission. Buyer and Seller will be bound by any resulting award, judgment or order.

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

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

243 ESCROW AGENT AND BROKER

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

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

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

272 Buyer (BB) and Seller (JJ) acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages
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BUYER'S COMPLAINT

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FAX NO.

P. 08

283 Ron Dando
280 Selling State Associate License No. 277
287 Carolee Dando
286 Listing State Associate License No.

Trigona Realty of Miami
Selling Firm (through Firm # or % of Purchase Price) 277-96
Carolee Dando
Listing Firm (through Firm # or % of Purchase Price) 277

- 795 ADDENDA AND ADDITIONAL TERMS
- 797 20. ADDENDA: The following additional terms are included in addenda and incorporated into the Contract (check if applicable)
- | | | | |
|--|--|--|---|
| 798 <input type="checkbox"/> A. Condo Assn | <input type="checkbox"/> I. As is w/Right to Inspect | <input type="checkbox"/> O. Interest-Bearing Account | <input type="checkbox"/> V. Prop. Disclosure Stmt. |
| 799 <input type="checkbox"/> B. Homeowners' Assn | <input type="checkbox"/> J. Inspections | <input type="checkbox"/> P. Back-up Contract | <input type="checkbox"/> W. RFP/PA |
| 800 <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> K. Insulation Disclosure | <input type="checkbox"/> Q. Broker - Pers. Inv. in Prop. | <input type="checkbox"/> X. 1031 Exchange |
| 801 <input type="checkbox"/> D. Mkt. Assumption | <input type="checkbox"/> L. Pre-1978 Housing Stmt. (LBP) | <input type="checkbox"/> R. Rentals | <input type="checkbox"/> Y. Additional Clauses |
| 802 <input type="checkbox"/> E. FHA Financing | <input type="checkbox"/> M. Insurance | <input type="checkbox"/> S. Sale/Lease of Buyer's Property | <input type="checkbox"/> Z. Other <u>MODEL ADD.</u> |
| 803 <input type="checkbox"/> F. VA Financing | <input type="checkbox"/> N. Housing Older Persons | <input type="checkbox"/> T. Rezoning | <input type="checkbox"/> Other _____ |
| 804 <input type="checkbox"/> G. New/Mod. Rates | <input type="checkbox"/> U. Unimproved/Ag. Prop. | <input type="checkbox"/> J. Assignment | <input type="checkbox"/> Other _____ |

805 21. ADDITIONAL TERMS:

806 Allow for contractor to do up the fireplace, finish closing

807 within 10 days of closing

808

809 Allow to include \$14,530 for repairs at time of closing

810

811

814 FORMAL APPRAISAL MUST BE DONE 10 DAYS AFTER EFFECTIVE DATE

5/27/06

842 Buyer Ron and Seller Carolee acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.
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ADMINISTRATIVE COMPLAINT
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FROM NUNCY

FAX NO. : 3855923611

Mar. 21 2006 06:52PM P2

MAR-10-2006 FRI 01:58 PM

FAX NO.

P. 09

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

OFFER AND ACCEPTANCE

350 (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)

351 Buyer offers to purchase the Property on the above terms and conditions, unless the Contract is signed by Seller and a copy
352 delivered to Buyer no later than _____ a.m. or _____ p.m. on 3/17/06, this offer will be revoked
353 and Buyer's deposit refunded subject to clearance of funds.

354 Date: 3/16/06 Buyer: Rosanna Paulina
355 Print name: Rosanna Paulina

356 Date: _____ Buyer: _____

357 Phone: _____ Print name: _____

358 Fax: _____ Address: _____

359 E-mail: _____

360 Date: 3/17/06 Seller: Edilio Tajo
361 Print name: _____

362 Date: 3/17/06 Seller: Edilio Tajo
363 Print name: _____

364 Phone: _____ Address: _____

365 Fax: _____

366 E-mail: _____

COUNTER OFFER/REJECTION

367 Seller counter Buyer's offer to accept the counter offer. Buyer must sign or initial the counter offered terms and deliver a copy
368 of the acceptance to Seller by 5:30 p.m. on _____ Seller rejects Buyer's offer

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

370 Buyer (Rosanna Paulina) and Seller (Edilio Tajo) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.
371 The Florida Association of Realtors and the National Association of Realtors make no representation as to the legal validity or adequacy of any provision of the form or
372 any specific transaction. This standard form should not be used in complex transactions or with adverse interests or conditions. This form is available for use by the
373 entire real estate industry and is not intended to identify the user as a Realtor. REALTOR is a registered collective membership mark that may be used only by real estate
374 licensees who are members of the National Association of Realtors and who subscribe to its Code of Ethics.
375 The copyright laws of the United States and other countries prohibit the unauthorized reproduction of blank forms by any means including electronic or computerized forms.
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ADMINISTRATIVE COMPLAINT

EXHIBIT # Y
PAGE 7 OF _____

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1* The clauses below will be incorporated into the Contract between ELIO TREJO AND FELICIA HISWIFE (Seller)
 2* and Ramon Ruiz (Buyer) concerning the Property described as _____ only if initialed by all parties
 3* 1562 SW 10th Miami FL 33135

PROPERTY

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

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

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

38* J. Insulation Disclosure (New Homes Only): Insulation has been or will be installed in the new
 39* residence as follows
 40* Location: _____ Insulation: _____ Manufacturer: _____
 41* Interior Walls
 42* Flat Ceiling Area
 43* Sloped Ceiling Area
 44* Common Walls Between House & Garage
 45* Exterior Walls
 46* Other: _____

ADVISE REVE COMPLAINT
 EXHIBIT # 4
 PAGE 8 OF _____

The clauses below will be incorporated into the Contract between ELIO, TRUJO AND FELICIA HIS WIFE (Seller) and Ramon Kishin (Buyer) concerning the Property described as 1852 SW 10 ST MIAMI FL 33135 only if initialed by all parties

Pre-1978 Housing Lead-Based Paint Warning Statement: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase." For purposes of this addendum, lead-based paint will be referred to as "LBP" and lead-based paint hazards will be referred to as "LBP/H".

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

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

(3) Certification of Accuracy: Buyer has received the pamphlet entitled "Protect Your Family From Lead in Your Home" and all of the information specified in paragraph (1) above. Licensee has notified Seller of Seller's obligations to provide and disclose information regarding lead-based paint and lead-based paint hazards in the property as required by federal law (42 U.S.C. 4852d) and is aware of his or her obligation to ensure compliance with federal lead-based paint law. Buyer, Seller and each licensee, has reviewed the information above and certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Buyer	<u>Ramon Kishin</u>	Date	<u>3/1/06</u>	Seller	<u>Elio Trujillo</u>	Date	<u>3-17-06</u>
Buyer	<u>Ron Trujillo</u>	Date	<u>3/1/06</u>	Seller	<u>Felicia Trujillo</u>	Date	<u>3-17-06</u>
Selling Licensee		Date		Selling Licensee	<u>Adriana Trujillo</u>	Date	<u>3-17-06</u>

Insurance: (check whichever applies)

(1) Homeowners Insurance: If Buyer is unable to obtain basic Homeowner or Fire and Muzard Coverage from a standard carrier or the Citizen's Property Insurance Corporation at a first year annual premium not to exceed \$ _____ or _____ % of the purchase price and/or flood insurance through the National Flood Insurance Program at a first year premium not to exceed \$ _____ or _____ % of the purchase price by (no later than 6 days prior to Closing Date if left blank), Buyer may cancel no Contract by delivering written notice to the Seller.

(2) Flood Insurance: Buyer is notified that the Property is located in an area that: is a defined floodable area and flood insurance is required. was declared a flood disaster area after September 23, 1994 and received federal disaster relief assistance on the condition that flood insurance be obtained in accordance with applicable federal law. Buyer is required to obtain such flood insurance if the Property is not so insured as of the date of transfer and will be required to maintain flood insurance in accordance with applicable federal law with respect to the Property.

(3) M. Housing for Older Persons: Buyer acknowledges that the owners' association, developer or other housing provider intend the Property to provide housing for older persons as defined by federal law. While Seller and Broker make no representation that the Property actually qualifies as housing for older persons, the housing provider has stated that it provides housing for persons who are 62 years of age and older 55 years of age and older.

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ADMINISTRATIVE COMPLAINT

EXHIBIT # 4

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The clause below will be incorporated into the Contract between ELIO TREJO AND FELICIA HIS WIFE (Seller) and ROYAL RUBEN (Buyer) concerning the Property described as 1832 SW 10 ST MIAMI FL 33135 only if initialed by all parties

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

U. Assignment: Seller agrees that Buyer may assign this Contract to _____

Buyer will deliver a copy of the assignment to Seller and will will not be released from the duty to perform this Contract

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

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

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

Y. Additional Clauses _____

MAR 17 2006 11 32AM FAX NO. 3855232611 FROM MIAMI

ADMINISTRATIVE COMPLAINT
EXHIBIT # 4
PAGE 10 OF _____ 4/31

Residential Sale and Purchase Contract
Florida Association of Realtors

1 **1 SALE AND PURCHASE** and _____ ("Seller")
2 agree to sell and buy on the terms and conditions specified below the property described as
3 Address: _____ ("Buyer")
4 _____
5 _____
6 Legal Description: _____ County: _____
7 _____
8 Tax ID No. _____
9 together with all improvements and attached items including fixtures built-in furnishings, built-in appliances, ceiling fans, light
10 fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in
11 purchase are: _____
12 _____
13 The following attached items are excluded from the purchase: _____
14 _____
15 The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed
16 in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

17 **2 PURCHASE PRICE** **PRICE AND FINANCING**
18 (a) \$ 5,000.00 \$ 5,000.00 payable by Buyer in U.S. currency as follows:
19 Deposit received (checks are subject to clearance) _____
20 _____ for _____ (Escrow Agent)
21 Signature _____ Name of Company _____
22 Additional deposit to be delivered to Escrow Agent by _____
23 _____ or _____ days from Effective Date (10 days if left blank)
24 (b) \$ 3,000.00 Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)
25 (c) _____ Other _____
26 (d) \$ _____
27 (e) \$ _____
28 _____

29 **3 FINANCING** (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.
30 (b) Buyer will apply for the financing specified in paragraph 2(c) at the prevailing interest rate and loan costs based
31 on Buyer's creditworthiness (the "Financing") within _____ days from Effective Date (5 days if left blank) and provide Seller with
32 written Financing commitment or approval letter ("Commitment") within _____ days from Effective Date (30 days if left blank).
33 Buyer will keep Seller and Broker fully informed about loan application status, progress and
34 Commitment issues and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. On
35 Buyer provides the Commitment to Seller, the financing contingency is waived and Seller will be entitled to retain the deposits
36 if the transaction does not close by the Closing Date unless (1) the Property appraises below the purchase price and either
37 Seller cannot agree on a new purchase price or Buyer elects not to proceed, or (2) another provision of this Contract requires
38 the deposits to be returned. If Buyer, using diligence and good faith, cannot provide the Commitment within the Commitment
39 Period, this Contract will be terminated and Buyer's deposits refunded.

40 **4 CLOSING DATE, OCCUPANCY** **CLOSING**
41 Unless extended by other provisions of this Contract, this Contract will be closed
42 on _____ ("Closing Date") at the time established by the closing agent, by which time Seller will (a) have removed
43 all 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
45 postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, Buyer will
46 immediately return all Seller-provided title evidence, surveys, association documents and other items.

47 **5 CLOSING PROCEDURE, COSTS** Closing will take place in the county where the Property is located and may be conducted
48 by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording
49 of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as set
50 forth in Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below:
51 (a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title, up
52 to _____% (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit")

53 Buyer (_____) and Seller (_____) acknowledge receipt of a copy of this page which is Page 1 of 7 Pages.
54 FAR 0 Rev 10/01 © 2004 Florida Association of Realtors All Rights Reserved

ADMINISTRATIVE COMPLAINT
EXHIBIT # 5
PAGE 1 OF _____

4/44

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

PROPERTY CONDITION

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

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

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

EXHIBIT # 5

PAGE 2 OF _____

4/14/05

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

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

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

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

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

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

164 9. **RISK OF LOSS** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within
165 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,
166 restore the Property and the Closing Date will be extended accordingly. Seller will not be obligated to replace trees. If the
167 restoration cannot be completed in time, Buyer may accept the Property "as is", in which case with Seller will credit the
168 deductible and assign the insurance proceeds, if any, to Buyer at closing in such amounts as are (i) attributable to the Property
169 and (ii) not yet expended in making repairs, failing which either party may cancel this Contract. If the Property is a
170 condominium, this paragraph applies only to the unit and limited common elements appurtenant to the unit. If the Property is in
171 a homeowners' association, this paragraph will not apply to common elements or recreation or other facilities.

172 Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages
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ADMINISTRATIVE COMPLAINT
EXHIBIT # 5
PAGE 3 OF 3

4/14/06

TITLE

175 10 TITLE Seller will convey marketable title to the Property by statutory warranty deed or trustor, personal representative or
 176 guardian deed as appropriate to Seller's status
 177
 178 (a) Title Evidence Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with
 179 current title standards adopted by the Florida Bar, subject only to the following title exceptions none of which prevent residential
 180 use of the Property: covenants, easements and restrictions of record; matters of public existing zoning and government regulations,
 181 oil, gas and mineral rights of record if there is no right of entry, current taxes, mortgages that Buyer will assume and
 182 encumbrances that Seller will discharge at or before closing. Seller will, at least 2 days prior to closing, deliver to Buyer Seller's
 183 choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located
 184 (specify in Paragraph 5(c) the selected type). Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County.
 185 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and
 186 subject only to title exceptions set forth in this Contract.
 187 (2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing then abstract must be
 188 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the
 189 Property recorded in the public records of the county where the Property is located and certified to Effective Date.
 190 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed
 191 insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format
 192 acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent,
 193 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to
 194 Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.
 195 (b) Title Examination Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of
 196 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from
 197 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects
 198 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing
 199 Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the
 200 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will within 10 days from receipt of
 201 Seller's notice either cancel this Contract or accept title with existing defects and close the transaction.
 202 (c) Survey Buyer may, at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from
 203 receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property improvements
 204 on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
 205 title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above. If any part of the
 206 Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or survey as required by law
 207 delineating the line's location on the property, unless Buyer waives this requirement in writing.

MISCELLANEOUS

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

213 12 NOTICES All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure
 214 to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will
 215 render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice,
 216 document or item given to or received by an attorney or Broker (including a transaction broker) representing a party will
 217 be as effective as if given to or by that party.

218 13 COMPLETE AGREEMENT This Contract is the entire agreement between Buyer and Seller. Except for brokerage
 219 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.
 220 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound.
 221 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically
 222 or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms
 223 inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or
 224 unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in
 225 performing all obligations under this Agreement. This Contract will not be recorded in any public records.

226 14 ASSIGNABILITY, PERSONS BOUND Buyer may not assign this Contract without Seller's, written consent. The terms
 227 "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors,
 228 personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

DEFAULT AND DISPUTE RESOLUTION

229 15 DEFAULT (a) Seller Default If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller
 230 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to
 231 seek damages or to seek specific performance as per Paragraph 10. Seller will also be liable to Broker for the full amount of the
 232 Buyer's deposit and Seller (EJ) acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.
 233
 234 FAR 8 Rev 10/04 © 2004 Florida Association of Realtors® All Rights Reserved

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235 brokerage fee (b) Buyer Default If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits
236 Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as
237 per Paragraph 16, and Broker will upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among
238 cooperating brokers except when closing does not occur due to Buyer not being able to secure financing) all or providing a Commitment
239 in which case Broker's portion of the deposits will go solely to the listing broker) up to the full amount of the brokerage fee

240 16 DISPUTE RESOLUTION This Contract will be construed under Florida law. All controversies, claims, and other matters in
241 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:
242 (a) Disputes concerning entitlement to deposits made and agreed to be made. Buyer and Seller will have 30 days from the
243 date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will
244 submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real
245 Estate Commission. Buyer and Seller will be bound by any resulting award, judgment or order.
246 (b) All other disputes. Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to
247 resolve the matter through mediation failing which the parties will resolve the dispute through neutral binding arbitration
248 in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not
249 provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact
250 and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the
251 Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real
252 estate licensee or firm named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in
253 writing to become a party to the proceeding. This clause will survive closing.
254 (c) Mediation and Arbitration, Expenses. "Mediation" is a process in which parties attempt to resolve a dispute by
255 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a
256 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or
257 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in
258 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is
259 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the
260 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally
261 split the arbitrator's fees and administrative fees of arbitration.

262 ESCROW AGENT AND BROKER

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

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

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

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

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1. SALE AND PURCHASE: RAMON ROMERO ("Seller")
 and GUILLERMO V. LA PEZ ("Buyer")
 agree to sell and buy on the terms and conditions specified below the property described as:
 Address: 703 Red Road CORAL GABLES FL 33144
 Legal Description: Coral Gables Subdiv. sec 18-113 County: _____
 Tax ID No: 03-44-07-018-8240
 together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, drapes and other window coverings (the only other items included in the purchase are 1 Central Air Unit, 1 Refrigerator, 1 Wine Cooler, 1 Microwave, 1 Dishwasher & Stove)
 The following attached items are excluded from the purchase:
 The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

2. PURCHASE PRICE: \$ 547,000.00 payable by Buyer in U.S. currency as follows:
 (a) \$ 547,000.00 Deposit received (checks are subject to clearance) by _____
 for DELSTON GUYARD, ATTORNEY AT LAW (Escrow Agent)
 (b) \$ _____ Additional deposit to be made by _____ or _____ days from Effective Date.
 (c) \$ 100.00 Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)
 (d) \$ _____ Other: _____
 (e) \$ Balance Balance to close (not including Buyer's closing costs, prepaid items and provisions). All funds paid at closing must be paid by local drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.
 (b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by _____ (if left blank then Closing Date or within 60 days from Effective Date, whichever occurs first) ("Financing Period")
 (1) A commitment for new conventional FHA VA financing for \$ _____ or _____% of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (FHA or VA, see attached addendum)
 (2) Approval for Seller financing or assumption of mortgage (see attached addendum)
 Buyer will apply for financing within _____ days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (a) Buyer, after using diligence and good faith, cannot obtain the financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (b) the financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

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

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance is used, Buyer for the defects arising between the title divider effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below:
 (a) Seller Costs: Seller will pay taxes and utility on the deed and recording fees for documents needed to cure title, certified, confirmed and settled special assessment, fees and, if an improvement is substantially completed as of Effective Date, an amount equal to the net estimate of the assessment; up to _____% (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"), not up to _____% (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other: _____

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ADMINISTRATIVE COMPLAINT

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

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

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

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

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

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

PROPERTY CONDITION

6 INSPECTION PERIODS: Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by 5 days (within 10 days from Effective Date if left blank) ("Inspection Period"), the wood-destroying organism inspection by _____ (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

7. REAL PROPERTY DISCLOSURE: Seller represents that Seller does not know of any facts that materially affect the value of the Property, including violations of governmental laws, rules and regulations other than those that Buyer can readily observe or that are known by or have been disclosed to Buyer:

(a) Energy Efficiency: Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a new home, the builder's FL-EPL card is attached as an addendum.

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

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

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

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

(a) Warranty, Inspections and Repair:
 (1) Warranty: Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical security, sprinkler, septic and plumbing systems, sewer/drain stack and pool equipment, if any, are and will be maintained in working condition until closing, that the structures (including roof) and pool, if any, are structurally sound and watertight, and that any open permits for the Property have been closed out and final inspections will be obtained before the Closing Date. 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 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

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

TITLE

153 10. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or
 154 guardian deed as appropriate to Seller's status.
 155 (a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with
 156 current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residential
 157 use of the Property: covenants, easements and restrictions of record, matters of plat, existing zoning and government
 158 regulations, or gas and mineral rights of record if there is no right of entry, current taxes, mortgages that Buyer will assume and
 159 encumbrances that Seller will discharge at or before closing. Seller will, prior to closing, deliver to Buyer Seller's choice of one of
 160 the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in
 161 Paragraph 5(f) the selected type): Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County,
 162 subject only to title exceptions set forth in this Contract:
 163 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and
 164 certified as correct by an existing firm purporting to be an accurate synopsis of the instruments affecting title to the
 165 Property recorded in the public records of the county where the Property is located and certified to Effective Date
 166 however, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed
 167 insurer as a basis for reinsurance of coverage. Seller will pay for copies of all policy exceptions and an update in a format
 168 acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent,
 169 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to
 170 Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date
 171 (b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of
 172 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from
 173 Buyer's notice and Seller will acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages
 174 48 Rev. 7/00 ©2000 Florida Association of Realtors All Rights Reserved

ADMINISTRATIVE COMPLAINT

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

MISCELLANEOUS

190 11. EFFECTIVE DATE, TIME The Effective Date of this Contract is the date on which the last of the parties initials or signs the
 191 latest offer. Time is of the essence for all provisions of this Contract. All time periods will be computed in business days (a
 192 "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday
 193 Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 6:00 p.m. local
 194 time (meaning in the county where the Property is located) of the appropriate day.
 195 12. NOTICES All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure
 196 to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will
 197 render that contingency null and void and the Contract will be construed as if the contingency did not exist.
 198 13. COMPLETE AGREEMENT This Contract is the entire agreement between Buyer and Seller. Except for brokerage
 199 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.
 200 Modifications of the Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures,
 201 initials, documents referenced in this Contract, counterparts and similar modifications communicated electronically or on paper
 202 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or
 203 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable
 204 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.
 205 14. ASSIGNABILITY; PERSONS BOUND Buyer may not assign this Contract without Seller's written consent. The terms
 206 "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors
 207 personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

DEFAULT AND DISPUTE RESOLUTION

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

EXHIBIT # 6

PAGE 4 OF

4/22

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

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

247 18 PROFESSIONAL ADVICE; BROKER LIABILITY. Broker advises Buyer and Seller to verify all facts and representations that
248 are important to them and to consult an appropriate professional for legal advice (for example interpreting contracts,
249 determining the effect of laws on the Property and transaction issues at title, zoning, investor reporting requirements etc) and
250 for tax, specialty, construction, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records
252 and governmental agencies for verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors
253 value, Buyer and Seller respectively will pay all costs and expenses including reasonable attorneys' fees at all levels, incurred by
254 Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement
255 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,
256 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform
257 contractual obligations, (2) Broker's performance, at Buyer's and/or Seller's request of any task beyond the scope of services
258 regulated by Chapter 475, F.S., as amended, including Broker's referral recommendation or retention of any vendor, (3) products
259 or services provided by any vendor and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for
260 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes
261 of this paragraph Broker will be treated as a party to this Contract. This paragraph will be in no way closing.

262 19 BROKERS The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer
263 acknowledge that the brokerage(s) named below are the procuring cause of this transaction, instruction to Closing Agent. Seller
264 and Buyer direct closing agent to disburse the full amount of the brokerage fees as specified in separate brokerage
265 agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the
266 escrowed funds in the absence of such brokerage agreements. closing agent will disburse brokerage fees as indicated below.

267
268 Chamber Enterprises Realty
269 12.497%
270 Broker / Brokerage fee (8 or % of Purchase Price)
271
272 Chamber Enterprises Realty
273 9.99%
274 Broker / Brokerage fee (8 or % of Purchase Price)

- 275 ADDENDA AND ADDITIONAL TERMS
276 The following additional terms are included in addenda and incorporated into this Contract (check if applicable):
- A. Condo Assn
 - B. Homeowners' Assn
 - C. Seter Financing
 - D. Mort Assumption
 - E. FIA Financing
 - F. VA Financing
 - G. New Mort Rates
 - H. As is w/Right to Inspect
 - I. Self Inspections
 - J. Insulation Disclosure
 - K. Pre-1978 Housing Stmt. (LBP)
 - L. Flood Insurance Read
 - M. Housing Older Persons
 - N. Unimproved/Ag. Prop
 - O. Interest-Bearing Account
 - P. Back up Contract
 - Q. Broker - Part Int. in Prop
 - R. Parties
 - S. Sale of Buyer's Property
 - T. Reasoning
 - U. Assignment
 - V. Prop Disclosure Stmt
 - Other Arbitration Comp
 - Other None

277 1. ADDITIONAL TERMS
278 seller to contribute 6% of sales price towards buyers closing costs
279 at time of closing
280 seller to contribute 11% of sales price towards buyers closing costs
281 at time of closing

282 I, [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages
283 of this contract. ©2000 Florida Association of Realtors All Rights Reserved

ADMINISTRATIVE COMPLAINT
EXHIBIT # 6
PAGE 5 OF 4/23

FROM

FAX NO :

Sep 10 1998 03:46AM P7

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

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

327 Date: 4/20/05 Buyer: galt Tax ID/SSN: _____
328 Print name: WILLIAM GALT JR

329 Date: _____ Buyer: _____ Tax ID/SSN: _____
330 Print name: _____
331 Phone: _____ Address: _____
332 Fax: _____

327 Date: 4/20/05 Seller: Paul D. D... .. Tax ID/SSN: _____
328 Print name: PAUL D. D... ..

329 Date: _____ Seller: _____ Tax ID/SSN: _____
330 Print name: _____
331 Phone: _____ Address: _____
332 Fax: _____

329 Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy
330 of the acceptance to Seller by 6:00 p.m. on _____) Seller rejects Buyer's offer

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

332 Buyer galt and Seller D acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages
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EXHIBIT # 6
PAGE 6 OF _____

4/24

FROM :

FAX NO :

Sep 10 1998 03:46AM PB

The clauses below will be incorporated into the Contract between Ramon Romero (Seller) and William Lopez (Buyer) concerning the Property described as 703 Pop Rd Coral Gables FL 33126 only if initialed by all parties

PROPERTY

(RM) (R) H. As is With Right to Inspect. This clause replaces Paragraphs 8 and 9 of the Contract. Paragraph 5(a) Repair and Terms Repair Limits are C%. Seller makes no warranties other than marketability of title. Seller will keep the Property in the same condition from Effective Date until closing, except for normal wear and tear ("maintenance requirement"), and will convey the Property in its "as is" condition with no obligation to make any repairs. Buyer may, at Buyer's expense, conduct professional and walk-through inspections as described below. If Buyer fails to timely conduct any inspection which Buyer is entitled to make under this paragraph, Buyer waives the right to the inspection and accepts the Property "as is." Seller will provide access and utilities for Buyer's inspectors. Buyer will repair all damages to the Property resulting from the inspections and return the Property to its pre-inspection condition. Buyer may, by 5 days ("inspection period") (within 10 days from Effective Date if left blank) make any and all inspections of the Property. The inspection(s) will be by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected. Buyer may cancel this Contract by written notice to Seller within 3 days (within 5 days if left blank) from the end of the inspection period if the estimated cost of treatment and repairs determined to be necessary by Buyer is greater than \$2,000.00. For the cancellation to be effective, Buyer must include in the written notice a copy of the inspector's written report (if any), and treatment and repair estimates from the inspector or person(s) holding an appropriate Florida license to repair the items inspected. Any conditions not reported in a timely manner will be deemed acceptable to Buyer. Buyer may, on the day before Closing Date or any other time agreeable to the parties, walk through the Property solely to verify that Seller has fulfilled the contractual obligations. No other issues may be raised as a result of the walk-through inspection.

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

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

	Insulation	Thickness	Manufacturer/Brand
39 Location			
40 Interior Walls			
41 Flat Ceiling Area			
42 Sloped Ceiling Area			
43 Common Walls Between House & Garage			
44 Exterior Walls			
45 Other			

ADMINISTRATIVE COMPLAINT
EXHIBIT # 6
PAGE 7 OF 4/25

FROM .

FAX NO. .

Sep 10 1998 03 48AM P18

1 The clauses below will be incorporated into the Contract between Ramon Romero (Seller)
 2 and Editha Lopez (Buyer) concerning the Property described as
 3 903 NW 20 COAH MOBILE FL 33126 only if included by all parties
 4 T. Rezoning. Buyer will have until _____ to obtain the interim
 5 zoning for the Property from the appropriate governmental agency. Zoning _____ for use of the Property.
 6 required by the government agency. Buyer will pay all costs associated with the rezoning application and proceedings.
 7 Seller will sign all forms required by the government agency. If the rezoning is not obtained this Contract will terminate and Buyer's deposit will be refunded.
 8 U. Assignment: Seller agrees that Buyer may assign this Contract to _____
 9 Buyer will deliver a copy of the assignment to Seller and will not be released from the duty to perform the Contract
 10 V. Property Disclosure Statement: This offer is contingent on Seller completing, signing and
 11 delivering to Buyer a written real property disclosure statement within 3 days from Effective Date. If the statement discloses
 12 material information about the Property that is unacceptable to Buyer, Buyer may cancel the Contract by written notice to
 13 Seller within 3 days from receipt of Seller's written statement.
 14 W _____
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ADMINISTRATIVE COMMENTS
 EXHIBIT # 6
 PAGE 9 OF _____ 4/26

The clauses below will be incorporated into the Contract between Pamela Roberts (Seller) and MILLERAN LOPEZ (Buyer) concerning the Property described as 923 KOP RD, LOBBY #2102, R 33106 only if Initialled 'Y' and

() () () () **K Pre-1978 Housing Lead-Based Paint Warning Statement:** "Every purchaser of any residential real property on which a residential dwelling was built prior to 1978 is notified that such property may be exposed to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning may produce permanent neurological damage, including learning disabilities, reduced intelligence or behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of residential real property is required to provide the buyer with any information on lead-based paint hazards in assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards in assessments or inspections for possible lead-based paint hazards as recommended prior to purchase." For purposes of this addendum, lead-based paint will be referred to as "LBP", and lead-based paint hazards will be referred to as "LBP/H".

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

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

() () () () **(3) Certification of Accuracy:** Buyer has received the pamphlet entitled "Protect Your Family From Lead in Your Home" and all of the information specified in paragraph (1) above. Licensee has notified Seller of Seller's obligations to print and disclose information regarding lead-based paint and lead-based paint hazards in the property as required by law [42 U.S.C. 4852j] and is aware of its or her obligation to ensure compliance with federal lead based paint law. Seller and each licensee has reviewed the information above and certifies, to the best of his or her knowledge that the information in this form has provided is true and accurate.

Buyer: Milleran Lopez Date: 4/10/95

Seller: Daniel Roberts Date: 4/10/95

Selling Licensee: _____ Date: _____

Listing Licensee: _____ Date: _____

() () () () **L Flood Insurance Required:** Buyer is notified that the Property is located in an area that is a defined floodable area and flood insurance is required. was declared a flood disaster area after September 23, 1994; if federal disaster relief assistance is required, was declared a flood disaster area after September 23, 1994; federal law requires 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 be required to maintain flood insurance in accordance with applicable federal law with respect to the Property.

() () () () **M Housing for Older Persons:** Buyer acknowledges that the owners' association, developer or other housing provider intends the Property to provide housing for older persons as defined by federal law. While Seller and Broker make no representation that the Property actually qualifies as housing for older persons, the housing provider has stated that it provides housing for persons who are 62 years of age and older 55 years of age and older.

ADMINISTRATIVE COMPLAINT

EXHIBIT # 6

PAGE 9 OF _____

OF _____

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Property History View

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

05/08/07

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

ADMINISTRATIVE COMPLAINT

EXHIBIT # 7

PAGE 1 OF 1

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MAY-13-2005 13:25

P. 01

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No 2502-0285

B. Type of Loan

- 1 FHA 2 FmHA 3 Conv Units
 4 VA 5 Conv Trs

6 File Number
cg05-184

7. Loan Number
ID

8 Mortg. Ins. Case Num.

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

J. NAME OF BORROWER: Guillermo Lopez a single man
 Address of Borrower: 903 Red Road Miami Florida 33126
E. NAME OF SELLER: Ramon L. Romero an unmarried widower
 Address of Seller: 11708 SW 107 Lane Miami, Florida 33186 TIN
F. NAME OF LENDER: Argent Mortgage Company, LLC
 Address of Lender: 44 South Broadway 16th Floor White Plains New York 10601
G. PROPERTY LOCATION: 903 Red Road Miami Florida 33126
H. SETTLEMENT AGENT: Cristina Gomez, P.A. TIN: 56-2419635
 Place of Settlement: 7850 NW 146 Street, Suite 416 Miami Lakes Florida 33016 Phone: 305-824-1505
I. SETTLEMENT DATE: 5/13/05 **DISBURSEMENT DATE:** 5/13/05

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100 Gross amount due from borrower		400 Gross amount due to seller	549,900.00
101 Contract sales price	549,900.00	401 Contract sales price	549,900.00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (Line 1400)	31,480.72	403	
104		404	
105		405	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106 City/town taxes		406 City/town taxes	
107 County taxes		407 County taxes	
108 Assessments		408 Assessments	
109		409	
110		410	
111		411	
112		412	
120 Gross amount due from borrower	581,360.72	420 Gross amount due to seller	549,900.00
200 Amounts paid for benefit of borrower		500 Reductions in amount due to seller	
201 Deposit or earnest money		501 Excess deposit (see instructions)	
202 Principal amount of new loan(s)	439,920.00	502 Settlement charges to seller (line 1400)	43,865.45
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	60,145.01
204 Principal amount of second mortgage	107,030.48	504 Payoff of first mortgage loan	11,289.83
205		505 Payoff of second mortgage loan	
206		506 Deposits held by seller	
207 Principal amt of mortgage held by seller		507 Principal amt of mortgage held by seller	
208 Seller's Contribution to Closing Costs	32,994.00	508 Seller's Contribution to Closing Costs	32,994.00
209		509	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210 City/town taxes		510 City/town taxes	
211 County taxes from 01/01/05 to 05/13/05	707.04	511 County taxes from 01/01/05 to 05/13/05	707.04
212 Assessments		512 Assessments	
213 Waste from 04/01/05 to 05/13/05	70.15	513 Waste from 04/01/05 to 05/13/05	70.15
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 Total paid by/for borrower	580,721.67	520 Total reductions in amount due seller:	149,071.48
300 Cash at settlement from/to borrower:		600 Cash at settlement to/from seller:	
301 Gross amount due from borrower (line 120)	581,360.72	601 Gross amount due to seller (line 420)	549,900.00
302 Less amount paid by/for the borrower (line 220)	(580,721.67)	602 Less total reductions in amount due seller (line 520)	(149,071.48)
303 Cash (<input checked="" type="checkbox"/> From <input type="checkbox"/> To) Borrower	639.05	603 Cash (<input checked="" type="checkbox"/> To <input type="checkbox"/> From) Seller	400,828.52

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

Seller Instructions. If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return, for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

EXHIBIT # 8
PAGE 1 OF

5/6/05

Total Sales/Brokers Com. based on price				\$549,900.00 @	% = 22,495.68	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
1	12,497.68	% to	Vizzaya Realty				
2	9,988.00	% to	Chamber Center Realty				
703 Commission paid at settlement							22,495.68
704 Handling Fee to Vizzaya Realty						295.00	
801 Underwriting Fee to Land % to Argent Mortgage Company LLC						550.00	
802 Origination Fee to Broker % to Alliance Mortgage Investments						15,000.00	
803 Tax Related Service Fee to Argent Mortgage Company, LLC						70.00	
804 Flood Search Fee to Argent Mortgage Company, LLC						9.00	
805							
806 Mortgage insurance application fee to							
807 Assumption Fee to							
808							
809							
810							
811							
901 Interest from 05/12/05 to 06/01/05 @ 75.3300 % day						1,431.27	
902 Mortgage insurance premium for months to							
903 Hazard insurance premium for years to Scottsdale Insurance						5,227.65	
904 Flood insurance premium for years to							
905							
1001 Hazard insurance months @ per month							
1002 Mortgage insurance months @ per month							
1003 City property taxes months @ per month							
1004 County property taxes months @ per month							
1005 Annual assessments months @ per month							
1006 Flood insurance months @ per month							
1007 months @ per month							
1008 months @ per month							
1009 Aggregate accounting adjustment							
1101 Settlement or closing fee to Cristina Gomez, P.A.						350.00	
1102 Abstract or title search to Cristina Gomez, P.A.							250.00
1103 Title examination to Cristina Gomez, P.A.						275.00	
1104 Title insurance binder to Professional Title Examiners, Inc.						140.00	
1105 Document preparation to Cristina Gomez, P.A.							375.00
1106 Recertification Fee to Cristina Gomez, P.A.						300.00	
1107 Attorney's Fees to							
(includes above item numbers)							
1108 Title Insurance to Cristina Gomez, P.A.						3,069.50	
(includes above item numbers)							
1109 Lender's coverage (Premium) \$439,920.00 (\$275.00)							
1110 Owner's coverage (Premium) \$549,900.00 (\$2,824.50)							
1111 Endorse 6-25 & 1-25, GME-25, F9-284 95						740.00	
1112 Lien Letters to Integrity Lien Search							90.00
1113 Courier to FedEx						110.00	55.00
1201 Recording fees Deed \$18.50 Mortgage(s) \$245.00 Releases \$18.50						283.50	18.50
1202 City/county tax/stamps Deed Mortgage(s) \$1,099.80						1,099.80	
1203 State tax/stamps Deed \$3,299.40 Mortgage(s) \$1,925.00						1,925.00	3,299.40
1204							
1205							
1301 Survey to Global Dimensions						375.00	
1302 Repairs to Alternative Renovations							17,000.00
1303 Poles to Maria Camarena						30.00	
1304 Water Hold to Miami Dade Water & Sewer							250.00
1305 Water Due to Miami Dade Water & Sewer							31.87
1306 Email Handling to Cristina Gomez, P.A.						25.00	
1307 Wire Fee to Cristina Gomez, P.A.						25.00	
1308 Post Closing to Maria Camarena						120.00	
1309							
(Enter on lines 103, Section J and 502, Section K)						31,480.72	43,865.45

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

Guillermo Lopez 5/18/01 Borrower
 Ramon L. Romero Seller

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

By Cristina Gomez, P.A.

As its Authorized Representative, ADMINISTRATIVE COMPLAINT Date 5/16/02

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

EXHIBIT # 2 OF 2 PAGE 2 OF 2 TOTAL P.02

Residential Sale and Purchase Contract
FLORIDA ASSOCIATION OF REALTORS



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

agree to sell and buy on the terms and conditions specified below the property described as:
Address: 3707 LE JEUNE RD, CORAL GABLES FL 33134 County: _____

Legal Description: 1754 41 FB 14-25 COCONUT GROVE SEC1 CORAL GABLES
55 FT LOT 3 & 46 LOTS 4 & 46 205 FT LOT 45 BLK 21 Tax ID No: 03-41-17-007-2640

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

The following attached items are excluded from the purchase:

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

PRICE AND FINANCING

2. PURCHASE PRICE: \$575,000.00 payable by Buyer in U.S. currency as follows:
(a) \$ _____ Deposit received (checks are subject to clearance) _____ by _____ for CRISTINA GOMEZ ATINY ("Escrow Agent")
Signature _____ Name of Company _____

(b) \$ _____ Additional deposit to be made by _____ or _____ days from Effective Date.

(c) 100% Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ _____ Other: _____
(e) \$ 0 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.
 (b) This Contract is contingent on Buyer qualifying for and obtaining (1) and/or (2) below (the "Financing") by _____ (if left blank then Closing Date or within 30 days from Effective Date, whichever occurs first) ("Financing Period"):
 (1) A commitment for new conventional FHA VA financing for \$ _____ or 100% of the purchase price (plus any applicable PMI, MIP, VA funding fee) at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).
 (2) Approval for Seller financing or assumption of mortgage (see attached addendum).

Buyer will apply for Financing within 5 days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this Contract if (i) Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period or cannot meet the terms of the commitment by the Closing Date, or (ii) the Financing is denied because the Property appraises below the purchase price and either Buyer elects not to proceed or the parties are unable to renegotiate the purchase price. Upon cancellation, Buyer will return all Seller-provided title evidence, surveys and association documents and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

CLOSING

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

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs: Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment; up to _____% (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to _____% (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("Termite Repair Limit"); Other: _____

Buyer OC and Seller GR acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.
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DISPUTATIVE COMPLAINT
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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
57 statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance;
58 Other: _____

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

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

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

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

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

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

PROPERTY CONDITION

75 6. INSPECTION PERIODS: Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by 5 days
76 _____ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by
77 _____ (prior to closing, if left blank); and the walk-through
78 inspection on the day before Closing Date or any other time agreeable to the parties.
79

80 7. REAL PROPERTY DISCLOSURE: Seller represents that Seller does not know of any facts that materially affect the value of
81 the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe
82 or that are known by or have been disclosed to Buyer.

83 (a) Energy Efficiency: Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System brochure. If this is a
84 new home, the builder's FL-EPL card is attached as an addendum.

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

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

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

99 8. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until
100 closing, except for normal wear and tear ("maintenance requirement") and repairs required by this Contract. Seller will provide
101 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and
102 return the Property to its pre-inspection condition. If Seller is unable to complete required repairs or treatments prior to
103 closing, Seller will give Buyer a credit at closing for the cost of the repairs Seller was obligated to make. Seller will assign all
104 assignable repair and treatment contracts to Buyer at closing.

105 (a) Warranty, Inspections and Repair:

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

114 Buyer OC and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

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EXHIBIT # 9

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

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

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

14 (b) Wood-Destroying Organisms: "Wood-destroying organism" means arthropod or plant life, including termites, powder-post
15 beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.
16 Buyer may, at Buyer's expense and prior to closing, have the Property inspected by a Florida-licensed pest control business to
17 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the
18 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5
19 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
20 infestation, (ii) the Property has previously been treated, and (iii) Seller transfers a current full treatment warranty to Buyer at
21 closing. Otherwise, Seller will have 5 days from receipt of the inspector's report to have reported damage estimated by a
22 licensed building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have
23 treatments and repairs made by an appropriately licensed person at Seller's expense up to the Termite Repair Limit. If the cost
24 to treat and repair the Property exceeds the Termite Repair Limit, either party may pay the excess, failing which either party may
25 cancel this Contract. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard
26 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

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

30 9. RISK OF LOSS: If any portion of the Property is damaged by fire or other casualty before closing and can be restored within
31 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller's expense,
32 restore the Property and the Closing Date will be extended accordingly. If the restoration cannot be completed in time, Buyer
33 may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing, failing which
34 either party may cancel this Contract.

35 TITLE

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

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

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

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

55 (b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of
56 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from
57

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

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

MISCELLANEOUS

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

12. **NOTICES:** All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist.

13. **COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

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

DEFAULT AND DISPUTE RESOLUTION

15. **DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

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

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

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

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

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EXHIBIT # 9
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CROW AGENT AND BROKER

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

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

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

168* Kara Stewart
169* Real Estate Licensee
170* Virginia Realty of Miami Inc.
171* Broker / Brokerage fee: (\$ or % of Purchase Price) 3%
172*

David Schubert
Real Estate Licensee
Callwell Broker Res. R.E. Inc.
Broker / Brokerage fee: (\$ or % of Purchase Price) 3%

ADDENDA AND ADDITIONAL TERMS

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

281* 21. ADDITIONAL TERMS:
282* Seller to contribute 6% of sales price towards Buyer's closing costs
283* at time of closing -
284*
285*
286*
287*
288*
289*
290*

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

291* Buyer OC and Seller JM acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.
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OC
OC

ADMINISTRATIVE COMPLAINT
EXHIBIT # 9
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17 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

OFFER AND ACCEPTANCE

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

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

25 Date: _____ Buyer: _____ Tax ID/SSN: _____
26 Print name: _____
27 Phone: _____ Address: _____
28 Fax: _____

29 Date: 6/21/05 Seller: [Signature] Tax ID/SSN: _____
30 Print name: Guillermo Rodriguez

31 Date: 6/21/05 Seller: [Signature] Tax ID/SSN: _____
32 Print name: Simone Reelman
33 Phone: _____ Address: _____
34 Fax: _____

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

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

38 Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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ADMINISTRATIVE COMPLAINT
EXHIBIT # 3
4/19

The clauses below will be incorporated into the Contract between Guillermo Triguera (Seller) and OMAR CLARO (Buyer) concerning the Property described as 3707 LE JEUNE RD CORAL GABLES FL 33134 only if initialed by all parties:

PROPERTY

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

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

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

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

also - 305 460-9000

Residential Sales and Purchase Agreement

1. SALE AND PURCHASE: MARIA E. MARTINEZ ("Seller") and IDIRA CAPOTE ("Buyer")

agree to sell and buy on the terms and conditions specified below the property described as:
Address: 1631 SW 13 ST MIAMI FL 33145

Legal Description: SHEMPOCK PB 8-90 LOT 17 BLK 14 County: _____
Tax ID No: 01-41-10-063-1720

together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the purchase are: 1 Central AC Unit, 2 Refrigerators, 2 Ranges, 1 Dishwasher

The following attached items are excluded from the purchase: _____

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

2. PURCHASE PRICE: **PRICE AND FINANCING**
(a) \$ 500,000.00 payable by Buyer in U.S. currency as follows:
Deposit received (checks are subject to clearance) _____ by _____
Signature for CRISTINA FOMEL LAW OFF. ("Escrow Agent")
Name of Company
(b) \$ _____ Additional deposit to be delivered to Escrow Agent by _____
or _____ days from Effective Date. (10 days if left blank)
(c) 100% Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)
(d) \$ _____ Other: _____
(e) \$ BALANCE

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

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

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

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

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

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

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

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

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

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

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

PROPERTY CONDITION

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

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

(a) Energy Efficiency: Buyer acknowledges receipt of the energy-efficiency information brochure required by Section 553.938, Florida Statutes.

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

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

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

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

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

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

121 (a) Warranty, Inspections and Repair:

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

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

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

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

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

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

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175

TITLE

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

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

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

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

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

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

208

MISCELLANEOUS

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

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

219 13. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage
220 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.
221 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound.
222 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically
223 or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms
224 inserted in or attached to this Contract prevail over printed terms. If any provision of this Contract is or becomes invalid or
225 unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in
226 performing all obligations under this Agreement. This Contract will not be recorded in any public records.

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

230

DEFAULT AND DISPUTE RESOLUTION

231 15. DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller
232 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to
233 seek damages or to seek specific performance as per Paragraph 18. Seller will also be liable to Broker for the full amount of the
234 Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

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ADMINISTRATIVE COMPLAINT

DATE: 9/10/06
PAGE: 4
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235 brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits,
 236 Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as
 237 per Paragraph 16; and Broker will, upon demand, receive 60% of all deposits paid and agreed to be paid (to be split equally among
 238 cooperating brokers except when closing does not occur due to Buyer not being able to secure financing after providing a Commitment,
 239 in which case Broker's portion of the deposits will go solely to the listing broker) up to the full amount of the brokerage fee.

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

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

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

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

262 **ESCROW AGENT AND BROKER**

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

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

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

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

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P. 07

FAX NO.

282
283 Rosa Fernandez
Selling Sales Associate/License No.
294 Anthony Rivas / Theresa Ortega
295 Listing Sales Associate/License No.

Vicary Realty of Miami
Selling Firm/Brokerage Fee: (5 or % of Purchase Price) 3%
Rivas Realty of Fla
Listing Firm/Brokerage Fee: (5 or % of Purchase Price) 3%

ADDENDA AND ADDITIONAL TERMS

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

305 21. ADDITIONAL TERMS:

306

307 Seller to contribute 6% of sales price towards buyers

308 closing costs at time of closing.

309

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

311

312 Seller will net \$390,000 on this transaction. Real Estate

313 Commission is based on \$390,000.

314

315 Repairs to be paid in "As is condition" if any

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

317

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

320 3% to VICARY REALTY OF MIAMI

321 3% to RIVAS REALTY OF FLA.

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Buyer JG and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

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

OFFER AND ACCEPTANCE

351 (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)
352 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy
353 delivered to Buyer no later than a.m. p.m. on 4/5/06, this offer will be revoked
354 and Buyer's deposit refunded subject to clearance of funds.

355 Date: 8/28/06 Buyer: IRIDA CAROTE
356 Print name: IRIDA CAROTE

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

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

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

COUNTER OFFER/REJECTION

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

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

371 Buyer (IC) and Seller (M) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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ADMINISTRATIVE COMPLAINT
EXHIBIT # 10
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22/7/06

The clauses below will be incorporated into the Contract between MARIA E MARTINEZ (Seller)
 and 10124 CAROLTE (Buyer) concerning the Property described as 1631 SW 13 ST. MIAMI FL 33145
 only if initialed by all parties:

PROPERTY

RE H. As Is With Right to Inspect: This clause replaces Paragraphs 8 and 9 of the Contract but does not modify or replace Paragraph 9. Paragraph 5(a) Repair and Termite Repair Limits are 0%. Seller makes no warranties other than marketability of title. Seller will keep the Property in the same condition from Effective Date until closing, except for normal wear and tear ("maintenance requirement"), and will convey the Property in its "as is" condition with no obligation to make any repairs. Buyer may, at Buyer's expense, conduct professional and walk-through inspections as described below. If Buyer fails to timely conduct any inspection which Buyer is entitled to make under this paragraph, Buyer waives the right to inspection and accepts the Property "as is." Seller will provide access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections and return the Property to its pre-inspection condition. Buyer may, by inspections of the Property. The inspection(s) will be by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected. Buyer may cancel this Contract by written notice to Seller within 5 days (within 5 days if left blank) from the end of the Inspection Period if the estimated cost of treatment and repairs determined to be necessary by Buyer is greater than \$ 2,000. For the cancellation to be effective, Buyer must include in the written notice a copy of the inspector's written report, if any, and treatment and repair estimates from the inspector or person(s) holding an appropriate Florida license to repair the items inspected. Any conditions not reported in a timely manner will be deemed acceptable to Buyer. Buyer may, on the day before Closing Date or any other time agreeable to the parties, walk through the Property solely to verify that Seller has fulfilled the contractual obligations. No other issues may be raised as a result of the walk-through inspection.

- I. Inspections (check as applicable)
- (1) Self-Inspection: Buyer and Seller agree that unlicensed persons, including the parties themselves, may conduct the inspections (except for Buyer's wood-destroying organism inspection) permitted in Paragraph 8 of the Contract or Paragraph H of this Addendum. However, if the inspection findings differ and the parties cannot resolve the differences, Buyer and Seller together will choose, and will equally split the cost of, a professional inspector as defined in Paragraph 8 of the Contract whose report will be binding on the parties.
- (2) Right to Cancel Based on Inspection Results: Within the Inspection Period provided in Paragraph 6 of the Contract, Buyer will, at Buyer's sole expense, complete any desired inspections of the Property in addition to those referenced in Paragraphs 7 and 8(a)(2). If Buyer is for any reason unhappy with a condition of the Property noted in during the inspection results, Buyer may cancel the Contract by delivering written notice to Seller along with a copy of the inspection results within 2 days from the end of the Inspection Period, and Buyer will, at Buyer's sole expense, immediately repair all damage resulting from Buyer's inspections and restore the Property to its pre-inspection condition; this obligation will survive termination of the Contract. If the Contract is not cancelled, the parties' obligations remain as specified in the Contract. This Paragraph does not modify or replace the rights and obligations of the parties under Paragraph 9 of the Contract.

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

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

ADMINISTRATIVE COMPLAINT
 Page 10 Addendum No. _____
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P 10 FAX NO.

The clauses below will be incorporated into the Contract between MARIA E MARTINEZ (Seller) and 1212A - CAPOTE (Buyer) concerning the Property described as 1631 SW 13 ST MIAMI FL 33145

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

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

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

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

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

- Y. Additional Clauses
\$395 Processing fee payable to Kivas Realty of Miami at closing by Buyer.

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FAA NO.

ADDENDUM TO CONTRACT



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

- 1. Buyer, at Buyer's expense, may have a qualified professional conduct an inspection of the Property for mold within 5 days from the Effective Date ("Mold Inspection Period").
- 2. Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the Contract.
- 3. In the event the mold inspection reveals a significant presence of mold in the Property, which requires professionals to remove the mold, at a cost which exceeds \$ 1000, Buyer may cancel the Contract by delivering written notice of such election no later than 48 hours after expiration of the Mold Inspection Period. If Buyer timely cancels the Contract, the deposits paid shall be immediately returned to Buyer and Buyer and Seller shall be released from further obligations under the Contract, except as provided in subparagraph 2 above.
- 4. If Buyer fails to conduct the inspection permitted in this Paragraph or having conducting such inspections, fails to timely notify the Seller of Buyer's intent to cancel this Contract or if the mold inspection does not reveal significant presence of mold in the Property which requires professional remediation to remove the mold, at a cost which exceeds the sum specified in Paragraph 3 above, Buyers may not terminate this Contract pursuant to this Addendum.

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

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

Buyer: IDIDA CAPOTE (signature) | IDIDA CAPOTE (print) Date: 9/28/06

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

ADMINISTRATIVE COMPLAINT

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PAGE 10

RE1 - SINGLE FAMILY RESIDENTIAL

Southeast Florida MLS

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

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

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

GARAG: 0 CPT: 0 WF: FACE: S FS:

PARK: DRIVEWAY PAVERS PARK RESTR:

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

WTRFR: VIEW: OTHER

WTRAC: DESGN: ATTACH ES:

CONST: CBS ROOF: BUILT-UP MS:

FLOOR: CERAMIC DINE: HS:

ROOMS: FAMILY GST-INLW

POOLS: N PL: SPA:

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

DIR: 1631 SW 13 ST, MIAMI, FL

BRK-REM:

LV: DR: DA: KT: FR: FL: PR:
MB: 2B: 3B: 4B: 5B: DN: PB:
UR: CF: 0

BEDRM: ENTRYLVL

MSBTH:

INTER: CLOS-CAB FOYER PANTRY OTHER

EQUIP: DRYER ELECWHTR RANGE-E REFRIG WASHER SMOKEDET

WNDW: RESTR: NONE HOPA:

EXTER: FENCE FRUITTREE OPENPORCH PATIO TV-ANTEN

GUEST: GUEST SQ FT: 0

SUBDV: NONE

MAINT:

HEAT: CENTRAL ELEC

SPRINK:

COOL: CENTRAL ELEC

WTR: MUNICIPL

SEWER: MUNICIPL

TRMSCONS: CONV

ASSUME: DAV/SOH: #196,587

MPR: N

TOA: N

FEE:

DMV/ASV:

TX: #4,079

TXYR: 2005

TAX: CITY/CNTY

TM:

SPEC:

POSS: FUNDING

IDX: Y

LPID: 0168892

LS: Anthony Rivas

APH: 305-297-7819

OPH: 305-267-6789 x 0

2PID: 0398255

2A: Theresa Ortego

2AG: 305-785-5607

FAX: 305-267-3013

LTY: ER

ON:

ON#:

2PH: 305-297-7819

URL:

PHOTO: SD3-8

WD:

EMAILA: rivasrealty@aol.com

VT:

COBA: 3%

COTB: 3%

CONR: 3%

VAR: N

JA:

BRD: M

OCCUP: VACANT

SHOW: LBX-NOAPPT

LD:

XD:

PREV STATUS: W

STATUS CHNG: 08/20/06

OK ADV: Y

L1:

PREV\$:

PRICE CHNG:

ORIG LP: \$390,000

L2:

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

MOBILE HOME DECAL:

SZ:

S#:

BRAND:

FEEINCL:

MISC:

PD:

CONTING:

DM:

FURN:

CD:

SP:

ECD:

CB:

SPID:

SS:

S1:

TR:

SPID2:

SS2:

S2:

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ADMINISTRATIVE COMPLAINT 08:37 PM
EXHIBIT # 11

PAGE 1 OF 1

B. Type of Loan

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

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

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

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

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

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

H. SETTLEMENT AGENT: Cristina Gomez, P.A.
Place of Settlement: 6043 N W 167th Street, Suite A-16, Miami Lakes, Florida 33015 TIN: 56-2419635
Phone 305-824-1505

I. SETTLEMENT DATE: 9/29/06 DISBURSEMENT DATE: 9/29/06

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	500,000.00	401. Contract sales price	500,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	25,203.14	403	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109		409.	
110.		410.	
111.		411.	
112		412.	
120. Gross amount due from borrower:	525,203.14	420. Gross amount due to seller:	500,000.00
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	425,000.00	502. Settlement charges to seller (line 1400)	27,288.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage	72,528.55	504. Payoff of first mortgage loan	90,254.08
205		505. Payoff of second mortgage loan	
206		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508	
209. Seller's Contribution to closing costs	19,745.92	509. Seller's Contribution to closing costs	19,745.92
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes from 01/01/06 to 09/29/06	3,028.67	511. County taxes from 01/01/06 to 09/29/06	3,028.67
212. Assessments		512. Assessments	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519.	
220. Total paid by/for borrower:	520,303.14	520. Total reductions in amount due seller:	140,317.17
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	525,203.14	601. Gross amount due to seller (line 420)	500,000.00
302. Less amount paid by/for the borrower (line 220)	(520,303.14)	602. Less total reductions in amount due seller (line 520)	(140,317.17)
303. Cash (<input checked="" type="checkbox"/> From <input type="checkbox"/> To) Borrower:	4,900.00	603. Cash (<input checked="" type="checkbox"/> To <input type="checkbox"/> From) Seller	359,682.83

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

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return, for other transactions, complete the applicable parts of Form 4797, Form 8282 and/or Schedule D (Form 1040).

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ADMINISTRATIVE COMPLAINT
EXHIBIT # 12
PAGE _____ OF _____
DoubleTime®

				Borrower POC	Seller POC	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
00. Total Sales/Brokers Com. based on price				\$500,000.00 @	% = 23,400.00		
01.	11,700.00	% to Vizcaya Realty of Miami, Inc.					
02.	11,700.00	% to Rivas Realty of Florida, Inc.					
03. Commission paid at settlement							23,400.00
04. Processing Fee				to Vizcaya Realty/Rivas Realty of Miami		395.00	195.00
1000 Items payable in connection with loan:				Borrower POC	Seller POC		
01.	Appraisal Fee	% to NDF APPRAISALS, INC.	550.00				
02.	Loan discount	% to					
03.	Wire Fee	to Fieldstone Mortgage Company				5.00	
04.	Flood Determination	to Fieldstone Mortgage Company				7.50	
05.	Lender's inspection fee	to					
06.	Mortgage insurance application fee	to					
07.	Tax Service Fee	to Fieldstone Mortgage Company				65.00	
08.	Mortgage Broker Fee	to Latin Mortgage Investments Group, Inc				5,000.00	
09.	Underwriting Fee	to Fieldstone Mortgage Company				799.00	
10.		to					
11.		to					
900 Items required by lender to be paid in advance:				Borrower POC	Seller POC		
01.	Interest from	09/29/06 to 10/01/06 @ 87.0700 /day				174.14	
02.	Mortgage insurance premium for	months to					
03.	Hazard insurance premium for	1 years to Flamingo Insurance Associates				2,774.00	
04.	Flood insurance premium for	years to					
05.		years to					
1000 Reserves deposited with lender:				Borrower POC	Seller POC		
1001.	Hazard insurance	months @	per month				
1002.	Mortgage insurance	months @	per month				
1003.	City property taxes	months @	per month				
1004.	County property taxes	months @	per month				
1005.	Annual assessments	months @	per month				
1006.	Flood insurance	months @	per month				
1007.		months @	per month				
1008.		months @	per month				
1009.	Aggregate accounting adjustment						
1100 Title charges:				Borrower POC	Seller POC		
1101.	Settlement or closing fee	to Cristina Gomez, P.A.				350.00	
1102.	Abstract or title search	to Cristina Gomez, P.A.					250.00
1103.	Title examination	to Cristina Gomez, P.A.				275.00	
1104.	Title insurance binder	to Professional Title Examiners, Inc				240.00	
1105.	Document preparation	to					
1106.	Notary fees	to					
1107.	Attorney's Fees	to					
(includes above item numbers:)							
1108.	Title insurance	to Cristina Gomez, P.A.				2,600.00	
(includes above item numbers:)							
1109.	Lender's coverage (Premium)	\$425,000.00 (\$25.00)					
1110.	Owner's coverage (Premium)	\$500,000.00 (\$2,575.00)					
1111.	Endorse. 6-25,8.1-25,BME-25,F9-260.00					335.00	
1112.	Courier/Fed Express	to Fedex				100.00	55.00
1113.	Lien Letters	to Rapid Lien					120.00
1200 Government recording and transfer charges:							
1201.	Recording fees	Deed \$18.50 Mortgage(s) \$245.00 Releases \$18.50				263.50	18.50
1202.	City/county tax/stamps	Deed Mortgage(s) \$2,000.00				2,000.00	
1203.	State tax/stamps	Deed \$3,000.00 Mortgage(s) \$2,750.00				2,750.00	3,000.00
1204.		to					
1205.		to					
1300 Additional settlement charges:				Borrower POC	Seller POC		
1301.	Survey	to Global Dimensions				410.00	
1302.	Recertification	to Cristina Gomez, P.A.				300.00	
1303.	Broker Processing Fee	to Latin Mortgage Investments Group, Inc.				580.00	
1304.	Courier Fee to Broker	to Latin Mortgage Investments Group, Inc				200.00	
1305.	Broker Application Fee	to Latin Mortgage Investments Group, Inc				500.00	
1306.	Policies/Post Closing	to Policies & More, Inc.				300.00	
1307.	Water hold	to Miami Dade Water & Sewer					250.00
1308.	2008 Taxes	to Miami Dade County Tax Collector				4,800.00	
1309.							
1400 Total settlement charges:						25,203.14	27,288.50
(Enter on lines 103, Section J and 502, Section K)							

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

Gleen Cabezas Borrower

Maria Esther Martinez Seller

Seller

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

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

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

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SAP-29-2006 6 26PM
Cristina Gomez, P.A.
No 3298 P 2/2

