



COLDWELL BANKER
RESIDENTIAL REAL ESTATE

2 Casuarina Concourse
Gables Estates

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Gables Estates



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Waterfront Dream

HOME:

The residence boasts approximately 11,000 square feet. The main house has 4 bedrooms, plus powder room and an additional outside staff quarters with bath. A separate guesthouse is directly on the waterway. The rectangular pool is over 70 feet long and has its own cabana bath. There are abundant patios and terraces.

The most dramatic element of the residence is a sculptural Living Room with soaring wood ceilings. Designed by architect Alfred Browning Parker, it features abundant wood, clerestory windows, floor to ceiling window walls, and marble flooring. A superb location and a rare find.

LOCATION:

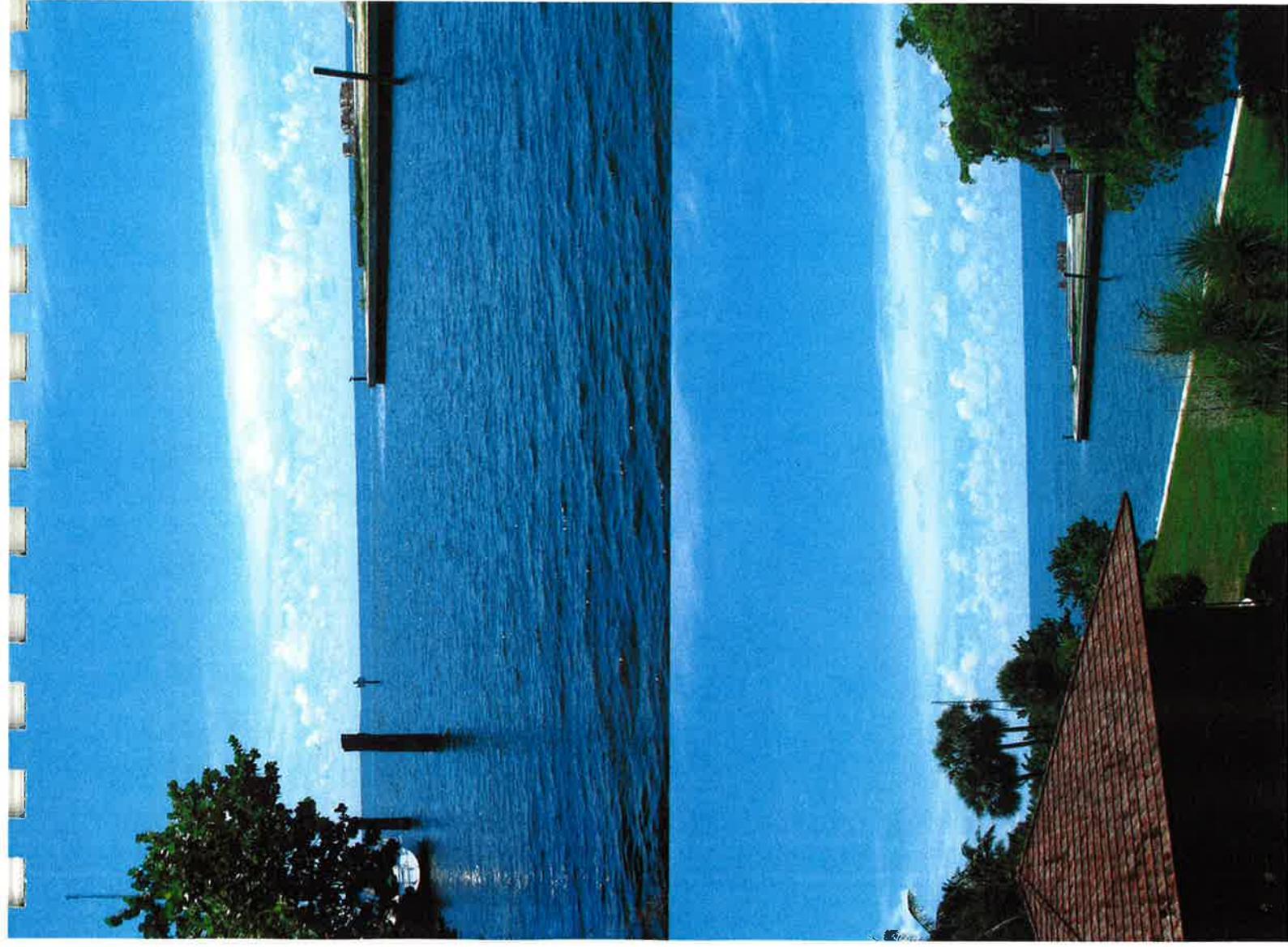
Gables Estates is the most exclusive residential waterfront area in South Miami Dade County, recognized worldwide as a most prestigious Florida address. Developed by industrialist Arthur Vining Davis, this private waterfront community has wide deepwater sea-walled canals that wind their way through estates and lead to Biscayne Bay and the Atlantic Ocean.

Gables Estates is located in Coral Gables, "The City Beautiful", noted for its charming architecture and lush landscaping. It is referred to as the "Corporate Capital of the Americas" with hundreds of multi-national corporations choosing to locate their headquarters there.

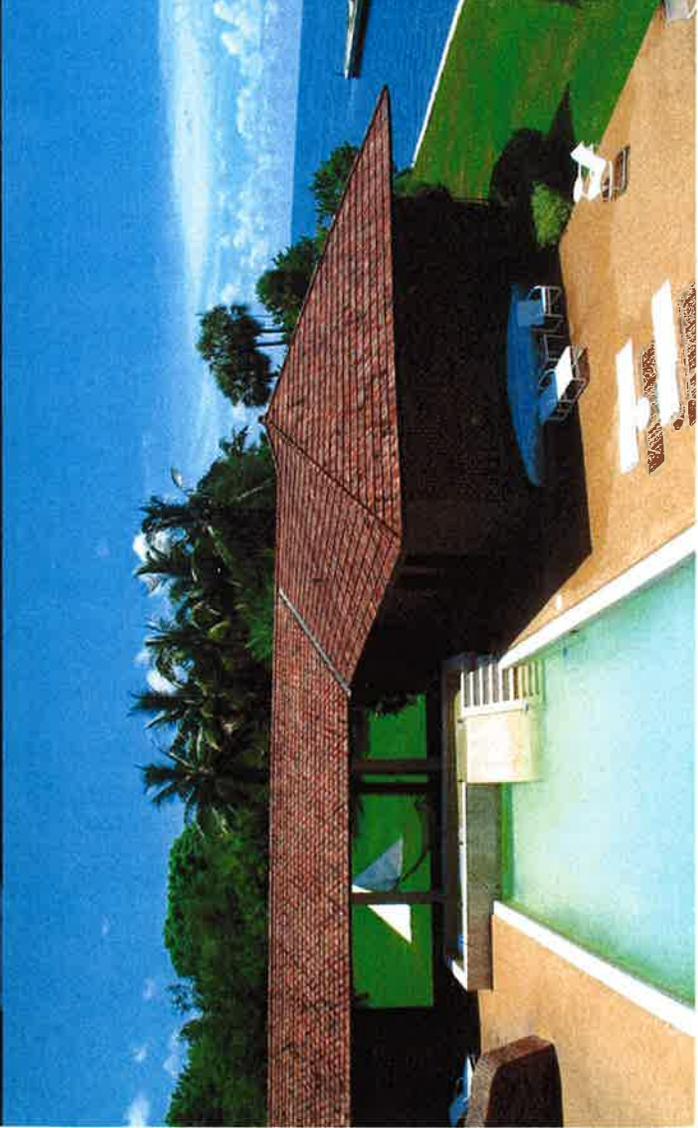
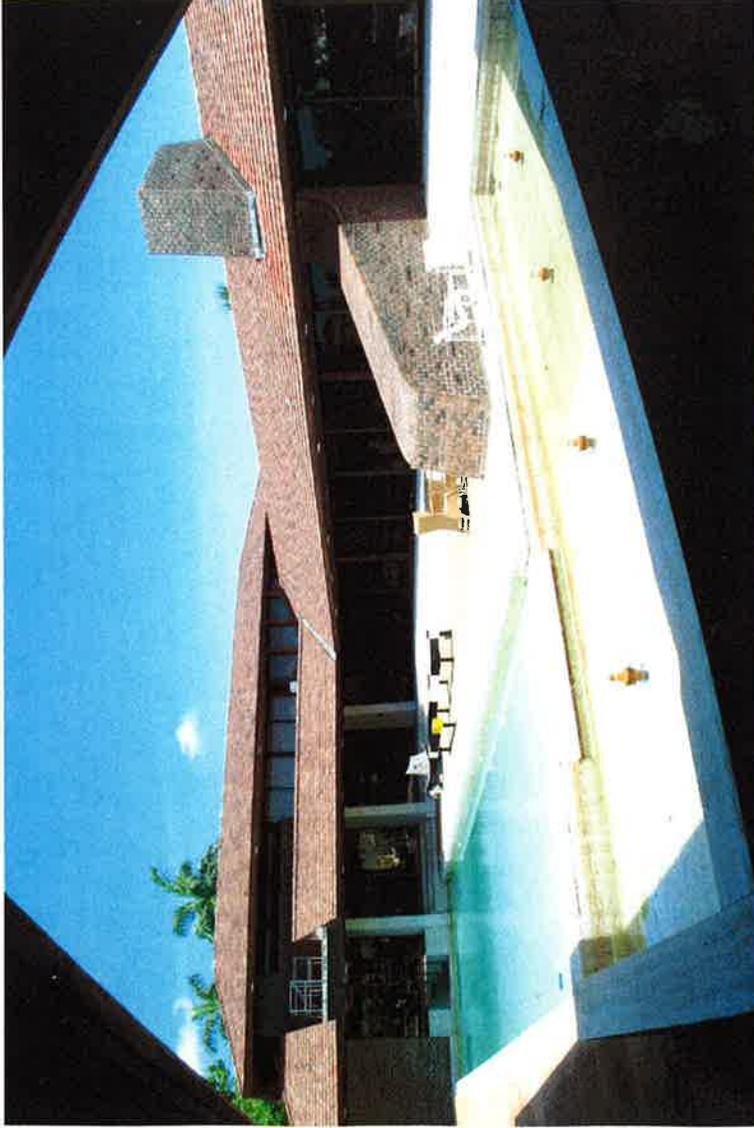
Gables Estates is only 20 minutes from downtown Miami, Miami International Airport, and South Beach. Close by are the finest private schools, including Ransom Everglades, Carrollton, and Gulliver Academy.

PROPERTY:

The property with its cul-de-sac location is situated on its own private peninsula of 1.96 acres of land with gorgeous views down the length of the waterway and partial Bayfront views. The waterfront property has over 550' of seawall on a wide, deep water canal leading directly to Biscayne Bay and the Atlantic Ocean. There are no bridges and it has dockage for a large yacht. There is abundant landscaping with sloping lawns and stately palms.



2 Casuarina Concourse



HELEN JEANNE NICASTRI

International Marketing Specialist

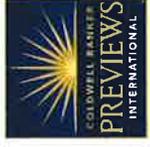
#1 Individual Agent for Coldwell Banker Miami 2012

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COLDWELL BANKER
RESIDENTIAL REAL ESTATE

1500 SAN REMO AVENUE

SUITE 110

CORAL GABLES, FL 33146

305-667-4815

WWW.FLORIDAMOVES.COM



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A

Residential Sale and Purchase Contract
FLORIDA ASSOCIATION OF REALTORS®



1 1. SALE AND PURCHASE: CASCAR LLC ("Seller")
2 and Highpark Investments LLC and/or assigns ("Buyer")
3 agree to sell and buy on the terms and conditions specified below the property described as:
4 Address: 2 Casuarina Concourse, Coral Gables, FL 33156

5 County: DADE
6 Legal Description: 32 54 41 GABLES ESTATES NO 2 PB 60-37 LOT 32 BLK A LOT SIZE 35431 SQ FT OR
7 18443-0039 0199 4 OR 26917-2289 0609 11 Tax ID No: 03-4132-019-0320

8 together with all existing improvements and attached items, including fixtures, built-in furnishings, major appliances (including
9 but not limited to range(s), refrigerator(s), dishwasher(s), washer(s), and dryer(s), _____ (if) ceiling fans (if left blank, all ceiling fans),
10 light fixtures, attached wall-to-wall carpeting, rods, draperies and other window treatments as of Effective Date. The only other
11 items included in the purchase are: ALL IN AS-IS CONDITION

12 The following attached items are excluded from the purchase: _____

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

15 \$12,000,000.00 PRICE AND FINANCING \$10,200,000

16 2. PURCHASE PRICE: \$0,700,000.00 payable by Buyer in U.S. currency as follows:
17 (a) \$ 100,000.00 Deposit received (checks are subject to clearance) on 1/20, 2010, by
18 _____ for delivery to EWM REALTORS ("Escrow Agent")

19 _____ Signature _____ Name of Company
20 (Address of Escrow Agent) 550 South Dixie Hwy, Coral Gables, FL 33146
21 (Phone # of Escrow Agent) 305-860-2400

22 (b) \$ 400,000.00 Additional deposit to be delivered to Escrow Agent by _____
23 900,000.00 or _____ days from Effective Date, (10 days if left blank)
24 250,000.00

25 (c) _____ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

26 (d) \$ _____ Other: _____

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

29 3. FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.
30 (b) Buyer will apply for new conventional FHA VA financing specified in paragraph 2(c) at the prevailing interest rate and
31 loan costs based on Buyer's creditworthiness (the "Financing") within _____ days from Effective Date (5 days if left blank) and
32 provide Seller with either a written Financing commitment or approval letter ("Commitment") or written notice that Buyer is unable to
33 obtain a Commitment within _____ days from Effective Date (no earlier of 30 days after the Effective Date or 5 days prior to Closing
34 Date if left blank) ("Commitment Period"). Buyer will keep Seller and Broker fully informed about loan application status, progress
35 and Commitment issues and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. If,
36 after using diligence and good faith, Buyer is unable to provide the Commitment and provides Seller with written notice that Buyer is
37 unable to obtain a Commitment within the Commitment Period, either party may cancel this Contract and Buyer's deposit will be
38 refunded. Buyer's failure to provide Seller with written notice that Buyer is unable to obtain a Commitment within the Commitment
39 Period will result in forfeiture of Buyer's deposit(s). Once Buyer provides the Commitment to Seller, the financing contingency is
40 waived and Seller will be entitled to retain the deposits if the transaction does not close by the Closing Date unless (1) the Property
41 appraises below the purchase price and either the parties cannot agree on a new purchase price or Buyer elects not to proceed, (2)
42 the property related conditions of the Commitment have not been met (except when such conditions are waived by other provisions
43 of this Contract), or (3) another provision of this Contract provides for cancellation.

CLOSING

44 4. CLOSING DATE; OCCUPANCY: Unless the Closing Date is specifically extended by the Buyer and Seller or by any other provision in
45 this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, inspection and financing periods. This
46 Contract will be closed on 45 days after 1/20/10 ("Closing Date") at the time established by the closing agent, by which time Seller
47 will (a) have removed all personal items and trash from the Property and swept the Property clean and (b) deliver the deed, occupancy
48 and possession, along with all keys, garage door openers and access codes, to Buyer. If on Closing Date insurance underwriting is
49 suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any
50 reason, Buyer will immediately return all Seller-paid title evidence, surveys, association documents and other items.

51 Buyer ([Signature]) and Seller ([Signature]) acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.
52 F.A.R. 9-001 ©2007 Florida Association of Realtors All Rights Reserved LICENSED to Escrow Agent/Notary/Trustee, Inc., Realtor®

6. 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:

- Taxes and surtaxes on the deed
Recording fees for documents needed to cure title
Other:

Seller will pay up to \$ 0 or 0% (1.6% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to \$ 0 or 0% (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("WDO Repair Limit"); and up to \$ 0 or 0% (1.5% if left blank) of the purchase price for costs associated with closing out open permits and obtaining required permits for unpermitted existing improvements ("Permit Limit").

(b) Buyer Costs:

- 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, homeowner insurance, hazard 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 will select the title agent and will pay for the owner's title policy, search, examination and related charges or Buyer will select the title agent and pay for the owner's title policy, search, examination and related charges or Buyer will select the title agent and Seller will pay for the owner's title policy, search, examination and related charges.

(2) Seller will provide an abstract as specified in Paragraph 10(a)(2) as title evidence. Seller or 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, taxes shall be prorated on the basis of taxes for the preceding year as of the day before Closing Date and shall be computed and readjusted when the current taxes are determined with adjustment for exemptions and improvements. If there are completed improvements on the Property by January 1 of the year of the Closing Date, which improvements were not in existence on January 1 of the prior year, taxes shall be prorated based on the prior year's millage and at an equitable assessment to be agreed upon by the parties prior to Closing Date, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. If the County Property Appraiser is unable or unwilling to perform an informal assessment prior to Closing Date, Buyer and Seller will split the cost of a private appraiser to perform an assessment prior to Closing Date. Nothing in this paragraph shall act to extend the Closing Date. This provision shall survive closing.

(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. If special assessments may be paid in installments Buyer or Seller (if left blank, Buyer) shall pay installments due after closing. If Seller is checked, Seller will pay the assessment in full prior to or at the time of closing. Public body does not include a Homeowner Association or Condominium Association.

(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 or Seller or 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 _____ (the earlier of 10 days after the Effective Date or 5 days prior to Closing Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by _____ (at least 6 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).

Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

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

116 (a) Energy Efficiency: Buyer acknowledges receipt of the energy-efficiency information brochure required by Section 553.993,
117 Florida Statutes.

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

124 (c) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood
125 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding
126 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
127 below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days from
128 Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

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

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

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

139 (g) Coastal Construction Control Line: If any part of the Property lies seaward of the coastal construction control line as
140 defined in Section 161.053 of the Florida Statutes, Seller shall provide Buyer with an affidavit or survey as required by law
141 delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased
142 may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation
143 of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine
144 turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether
145 there are significant erosion conditions associated with the shoreline of the Property being purchased.

146 Buyer waives the right to receive a CCCL affidavit or survey.

147 8. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until
148 closing, except for normal wear and tear ("Maintenance Requirement") and repairs required by this Contract. Seller will provide
149 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections,
150 return the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its
151 completion. If Seller is unable to complete required repairs or treatments or meet the Maintenance Requirement prior to
152 closing, Seller will give Buyer a credit at closing for the cost of the repairs and maintenance Seller was obligated to perform. At
153 closing, Seller will assign all assignable repair and treatment contracts to Buyer and provide Buyer with paid receipts for all
154 work done on the Property pursuant to the terms of this Contract. At closing, Seller will provide Buyer with any written
155 documentation that all open permits have been closed out and that Seller has obtained required permits for improvements to
156 the Property.

157 (a) Warranty, Inspections and Repair:

158 (1) Warranty: Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,
159 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working
160 condition until closing; that the structures (including roofs, doors and windows) and pool, if any, are structurally sound
161 and watertight; and that torn or missing screens and missing roof tiles will be repaired or replaced. Seller warrants that
162 all open permits will be closed out and that Seller will obtain any required permits for improvements to the Property
163 prior to Closing Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic
164 condition resulted from a defect in a warranted item. Seller is not obligated to bring any item into compliance with
165 existing building code regulations unless necessary to repair a warranted item. "Working condition" means operating in
166 the manner in which the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that
167 do not affect the working condition of the item, including pitted marlite; tears, worn spots and discoloration of floor
168 coverings/wallpapers/window treatments; nail holes, scratches, dents, scrapes, chips and caulking in bathroom
169 ceiling/walls/flooring/tile/fixtures/mirrors; cracked roof tiles; curling or worn shingles; and minor cracks in floor
170 tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

171 (2) Professional Inspection: Buyer may, at Buyer's expense, have warranted items inspected by a person who
172 specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida
173 license to repair and maintain the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the
174 Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the portion of

175 Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

Inspector's written report dealing with such items to Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in subparagraph (e) in their "as is" conditions, except that Seller must meet the maintenance requirement.

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

(4) Permits: Seller shall close out any open permits and remedy any violation of any governmental entity, including but not limited to, obtaining any required permits for improvements to the Property, up to the Permit Limit, and with final inspections completed no later than 5 days prior to Closing Date. If final inspections cannot be performed due to delays by the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections, failing which, either party may cancel this Contract and Buyer's deposit shall be refunded. If the cost to close out open permits or to remedy any violation of any governmental entity exceeds the Permit Limit, either party may cancel the Contract unless either party pays the excess or Buyer accepts the Property in its "as is" condition and Seller credits Buyer at closing the amount of the Permit Limit.

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

(c) Walk-through Inspection/Reinspection: Buyer, and/or Buyer's representative, may walk through the Property solely to verify that Seller has made repairs required by this Contract, has met the Maintenance Requirement and has met contractual obligations. If Buyer, and/or Buyer's representative, fails to conduct this inspection, Seller's repair obligations and Maintenance Requirement will be deemed fulfilled.

9. RISK OF LOSS: If any portion of the Property is damaged by fire or other casualty before closing and can be restored by the Closing Date or within 45 days after the Closing Date to substantially the same condition as it was on Effective Date, Seller, at Seller's expense, restores the Property and deliver written notice to Buyer that Seller has completed the restoration, and the parties will close the transaction on the later of: (1) Closing Date; or (2) 10 days after Buyer's receipt of Seller's notice. Seller will not be obligated to replace trees. If the restoration cannot be completed in time, Buyer may cancel this Contract and Buyer's deposit shall be refunded, or Buyer may accept the Property "as is", and Seller will credit the deductible and assign the insurance proceeds, if any, to Buyer at closing in such amounts as are (i) attributable to the Property and (ii) not yet expended in restoring the Property to the same condition as it was on Effective Date.

DURING INSPECTION PERIOD
AFTER EFFECTIVE DATE

TITLE SPECIAL

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

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

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

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the

Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

236 Properly recorded in the public records of the county where the Property is located and certified to Effective Date.
 237 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed
 238 insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format
 239 acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent,
 240 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to
 241 Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.
 242
 243 (b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of
 244 title evidence but no later than Closing Date, of any defects that make the title unmarketable. Seller will have 30 days from
 245 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects
 246 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing
 247 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
 248 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of
 249 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.
 250
 251 (c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from
 252 receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements
 253 on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
 254 title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above.

(Handwritten initials)
 ELECTS TO
 ELECTS NOT TO
(Handwritten initials)

MISCELLANEOUS

255
 256 11. EFFECTIVE DATE; TIME; FORCE MAJEURE:
 257 (a) Effective Date: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and
 258 delivers the final offer or counteroffer. Time is of the essence for all provisions of this Contract.
 259 (b) Time: All time periods will be computed in business days (a "business day" is every calendar day except Saturday, Sunday
 260 and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the
 261 next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is
 262 located) of the appropriate day.
 263 (c) Force Majeure: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to
 264 each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented
 265 by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire,
 266 unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the Buyer or
 267 Seller and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or
 268 overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force
 269 majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30
 270 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and Buyer's
 271 deposit shall be refunded.

272 12. NOTICES: All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or electronic
 273 media. Except for the notices required by Paragraph 3 of this Contract, Buyer's failure to deliver timely written notice to
 274 Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and
 275 void and the Contract will be construed as if the contingency did not exist. Any notice, document or item delivered to
 276 or received by an attorney or licensee (including a transaction broker) representing a party will be as effective as if
 277 delivered to or by that party.

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

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

BUYER SHALL NOT BE RELIEVED OF BUYER'S OBLIGATION UNDER THIS CONTRACT SHOULD ASSIGNEE FAIL TO PERFORM.

289 15. DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller
 290 fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit ~~without waiving the right to~~
 291 ~~seek damages or to seek specific performance as per Paragraph 10.~~ Seller will also be liable to Buyer for the full amount of the
 292 ~~brokerage fee.~~ (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits,
 293 Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as
 294 ~~per Paragraph 10.~~

295 Buyer (*(Handwritten initials)*) and Seller (*(Handwritten initials)*) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

AS BUYER'S SOLE AND EXCLUSIVE REMEDY.

(Handwritten notes and signatures)
 to a related party
 AS BUYER'S SOLE AND EXCLUSIVE REMEDY

per Paragraph 16 and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among Broker) up to the full amount of the brokerage fee.

16. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All contract sales, claims and other matters in connection with or relating to this transaction or this Contract or its breach will be settled as follows:

(a) Disputes concerning fulfillment 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 ("FREC"). Buyer and Seller will be bound by any resulting award, judgment or order. A broker's obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the escrow dispute through mediation, arbitration, interpleader or an escrow disbursement order, if the broker so chooses, applies to brokers only and does not apply to title companies, attorneys or other escrow companies.

(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 or firm named in Paragraph 16 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

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

ESCROW AGENT AND BROKER

17. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage 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 this 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, the effect of property lying partially or totally seaward of the coastal construction control line, 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. 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, FS, as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

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

Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

354 Elizabeth Hogan/3045004
355 Listing Sales Associate/License No.

EWM REALTORS, 3%
356 Selling Firm/Brokerage Fee: (\$ or % of Purchase Price)

357 Jeanne Nicastro/0084194
358 Listing Sales Associate/License No.

Coldwell Banker, 3%
359 Listing Firm/Brokerage Fee: (\$ or % of Purchase Price)

359 ADDENDA AND ADDITIONAL TERMS

360 20. ADDENDA: The following additional terms are included in the attached addenda and incorporated into this Contract (check if
361 applicable):

- | | | | |
|--|---|--|---|
| 362 <input type="checkbox"/> A. Condo. Assn. | <input checked="" type="checkbox"/> H. As Is w/Right to Inspect | <input type="checkbox"/> O. Interest-Bearing Account | <input checked="" type="checkbox"/> V. Prop. Disclosure Stmt. |
| 363 <input checked="" type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> I. Inspections | <input type="checkbox"/> P. Back-up Contract | <input type="checkbox"/> W. FIRPTA |
| 364 <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> J. Insulation Disclosure | <input type="checkbox"/> Q. Broker - Pers. Int. in Prop. | <input type="checkbox"/> X. 1031 Exchange |
| 365 <input type="checkbox"/> D. Mod. Assumption | <input checked="" type="checkbox"/> K. Pre-1978 Housing Stmt. (LBP) | <input type="checkbox"/> R. Rentals | <input type="checkbox"/> Y. Additional Clauses |
| 366 <input type="checkbox"/> E. FHA Financing | <input type="checkbox"/> L. Insurance | <input type="checkbox"/> S. Sale/Lease of Buyer's Property | |
| 367 <input type="checkbox"/> F. VA Financing | <input type="checkbox"/> M. Housing Older Persons | <input type="checkbox"/> T. Rezoning | <input checked="" type="checkbox"/> Other <u>Trans Broker</u> |
| | <input type="checkbox"/> N. Lease purchase/Lease option | <input type="checkbox"/> U. Assignment | <input checked="" type="checkbox"/> Other <u>Amend 10</u> |

368 21. ADDITIONAL TERMS: At the time of closing, Buyer shall pay a Flat Fee Commission in the amount of \$250 to
369 Esslinger Wooten Maxwell, Inc.

370 Two affiliates of Buyer are currently owners in Gables Estates.

371 Seller is responsible to close out any open permits relating to the Property.

372 Seller will provide Buyer with (i) a copy of any existing survey of the Property, (ii) the Elevation Certificate, and
373 (iii) existing plans relating to the Property within 2 days of the Effective Date.

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380 NORTHERN TRUST'S AS-IS RIDER JB

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382 NORTHERN TRUST'S FINANCIAL CAPACITY RIDER JB

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384 BUYER SHALL BE RESPONSIBLE FOR ANY NEW SURVEYS JB

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410 Buyer (JB) () and Seller (JB) () acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.
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411 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

412 (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)
413 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy
414 delivered to Buyer no later than 5:00 a.m. p.m. on January 21, 2010, this offer will be revoked
415 and Buyer's deposit refunded subject to clearance of funds. Jan 28

COUNTER OFFER/REJECTION

416 Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy
417 of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from the
418 date the counter is delivered. Seller rejects Buyer's offer.

421 Date: _____ Buyer: _____

422 _____ Print name: _____

423 Date: 1/20/10 Buyer: [Signature] 1/27/10

424 Phone: _____ Print name: Highpark Investments LLC and/or assigns

425 Fax: _____ Address: _____

426 E-mail: _____

427 Date: _____ Seller: _____

428 _____ Print name: _____

429 Date: 1-22-2010 Seller by: [Signature], VILE PRESIDENT AS

430 Phone: _____ Print name: CASCAR LLC MANAGER

431 Fax: _____ Address: _____

432 E-mail: _____

433 Effective Date: _____ (The date on which the last party signed or initialed and delivered the final offer or counteroffer)

434 Buyer ([Signature]) and Seller ([Signature]) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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1 The clause below will be incorporated into the Contract between CASCAR LLC (Seller)
2 and Highpark Investments LLC and/or assigns (Buyer) concerning the Property described as _____
3 2 Casuarina Concourse, Coral Gables, FL 33158 only if initialed by all parties:

4 (B) - (S) ~~(S)~~ B-Homeowners' Association: The Property is located in a community with a voluntary
5 mandatory (see the disclosure summary below) homeowners' association ("Association"). Seller's warranty under
6 Paragraph 8 of the Contract and risk of loss under Paragraph 9 or Paragraph H of the Comprehensive Addendum (if
7 applicable) extend only to the Property and does not extend to common areas or facilities described below.
8 Notice: Association documents may be obtained from the county record office or, if not public record, from the developer or
9 Association manager. The Property may be subject to recorded restrictive covenants governing the use and occupancy of
10 properties in the community and may be subject to special assessments.

11 (1) Association Approval: If the Association documents give the Association the right to approve Buyer as a purchaser, this
12 Contract is contingent on such approval by the Association. Buyer will apply for approval within 10 days from Effective
13 Date (5 days if left blank) and use diligent effort to obtain approval, including making personal appearances and paying
14 related fees if required. Buyer and Seller will sign and deliver any documents required by the Association to complete the
15 transfer. If Buyer is not approved, this Contract will terminate and Seller will return Buyer's deposit unless this Contract
16 provides otherwise. * including the date of the closing.

17 (2) Right of First Refusal: If the Association has a right of first refusal to buy the Property, this Contract is contingent on the
18 Association deciding not to exercise such right. Seller will, within 3 days from receipt of the Association's decision, give
19 Buyer written notice of the decision. If the Association exercises its right of first refusal, this Contract will terminate. Buyer's
20 deposit will be refunded unless this Contract provides otherwise and Seller will pay Broker's full commission at closing in
21 recognition that Broker procured the sale.

22 (3) Fees: Buyer will pay any application, transfer and initial membership fees charged by the Association. Seller will pay all
23 fines imposed against the Property as of Closing Date and any fees the Association charges to provide information about its
24 fees or the Property, and will bring maintenance and similar periodic fees and rents on any recreational areas current as of
25 Closing Date. If, after the Effective Date, the Association imposes a special or other assessment for improvements, work or
26 services, Seller will pay all amounts due before Closing Date and Buyer will pay all amounts due after Closing Date. If special
27 assessments may be paid in installments Buyer Seller (if left blank, Buyer) shall pay installments due after Closing Date. If Seller
28 is checked, Seller will pay the assessment in full prior to or at the time of Closing. Seller represents that he/she is not aware of any
29 pending special or other assessment that the Association is considering except as follows:

30 \$ _____ per _____ to _____
31 The following dues/maintenance fees are currently charged by the homeowners' association:
32 \$ 6,000.00 per YEAR to Gables Estates
33 \$ 250.00 per YEAR to GABLES ESTATES HOLIDAY BONUS
34 \$ _____ per _____ to _____

35 (4) Damage to Common Elements: If any portion of the common element is damaged due to fire, hurricane or other casualty before
36 closing, either party may cancel the Contract and Buyer's deposit shall be refunded if (a) as a result of damage to the common
37 elements, the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or Buyer
38 elects not to proceed, or (b) the Association cannot determine the assessment attributable to the Property for the damage at least 5
39 days prior to Closing Date, or (c) the assessment determined or imposed by the Association attributable to the Property for the
40 damage to the common element is greater than \$ _____ or % _____ of the purchase price (1.5% if left blank).

41 (5) Disclosure Summary for Mandatory Associations: IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401,
42 FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS
43 CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR
44 REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE
45 DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS
46 VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

47 Disclosure Summary For (Name of Community) Gables Estates
48 (1) AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A
49 HOMEOWNERS' ASSOCIATION.
50 (2) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE
51 AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
52 (3) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO
53 PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____
54 YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH

(See Continuation)

55 Buyer (S) and Seller (S) acknowledge receipt of a copy of this page.
56 FARA-10 1/03 © 2003 Florida Association of Realtors® All Rights Reserved LICENSED to EWM Realtors® Page _____ of Addendum No. _____

58 (B) () - () (B) B. Homeowners' Association (CONTINUATION)

59 SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS
60 \$ _____ PER _____

61 (4) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR
62 SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

63 (5) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS'
64 ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

65 (6) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY
66 USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE
67 CURRENT AMOUNT IS \$ _____ PER _____

68 (7) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL
69 OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

70 (8) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A
71 PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING
72 DOCUMENTS BEFORE PURCHASING PROPERTY.

73 (9) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD
74 OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED
75 FROM THE DEVELOPER.

76 Buyer acknowledges receipt of this summary before signing this Contract.

77 84: [Signature] _____
78 Buyer _____ Date _____ Buyer _____ Date _____

79 Buyer (B) () and Seller (B) () acknowledge receipt of a copy of this page.

1 The clause below will be incorporated into the Contract between CASCAR LLC (Seller)
2 and Highpark Investments LLC and/or assigns (Buyer) concerning the Property described as _____
3 2 Casuarina Concourse; Coral Gables, FL 33156 only if Initialed by all parties:

4 PROPERTY

5 (B) () - () (S) 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, WDO and Permit 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, by _____, _____ ("Inspection Period") (within 10 days
10 from Effective Date if left blank) make any and all inspections of the Property. The inspection(s) ~~will~~ ^{may} be by a person who
11 specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license
12 to repair and maintain the items inspected. Buyer may cancel this Contract by delivering written notice to Seller within _____ days
13 (within 5 days if left blank) from the end of the Inspection Period if the cost of treatment and repairs estimated by Buyer's
14 inspector(s) is greater than \$ - 0 - (\$250.00 if left blank) or if Buyer's inspection(s) reveal open permits or that
15 improvements have been made to the Property without required permits. For the cancellation to be effective, Buyer ~~must~~ ^{may} include
16 in the written notice a copy of the portions of the inspector's written report dealing with the items to be repaired, and treatment
17 and repair estimates from the inspector or person(s) holding an appropriate Florida license to repair the items inspected or any
18 written documentation of open permit(s) or permit(s) that have not been obtained if a permit is required. Any conditions not
19 reported in a timely manner will be deemed acceptable to Buyer. If Buyer fails to timely conduct any inspection which Buyer is
20 entitled to make under this paragraph, Buyer waives the right to the inspection and accepts the Property "as is." Seller will
21 provide access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections
22 and return the Property to its pre-inspection condition. Buyer and/or Buyer's representative may, on the day before Closing Date
23 or any other time agreeable to the parties, walk through the Property solely to verify that Seller has fulfilled the Maintenance
24 Requirement and the contractual obligations.

25 Buyer (B) () and Seller () (S) acknowledge receipt of a copy of this page.

1* The clause below will be incorporated into the Contract between CASCAR LLC (Seller)
2* and Highpark Investments LLC and/or assigns _____ (Buyer) concerning the Property described as _____
3* 2 Casuarina Concourse, Coral Gables, FL 33156 only if initialed by all parties:

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

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

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

23 (3) Certification of Accuracy: Buyer has received the pamphlet entitled "Protect Your Family From Lead in Your Home" and
24 all of the information specified in paragraph (1) above. Licensee has notified Seller of Seller's obligations to provide and
25 disclose information regarding lead-based paint and lead-based paint hazards in the property as required by federal law
26 (42 U.S.C. 4852d) and is aware of his or her obligation to ensure compliance with federal lead-based paint law. Buyer,
27 Seller and each licensee has reviewed the information above and certifies, to the best of his or her knowledge, that the
28 information he or she has provided is true and accurate.

29* <u>[Signature]</u>	_____	By: <u>[Signature]</u> , VP	<u>1-22-2010</u>
30 Buyer	Date	Seller <u>AS MANAGER OF</u>	Date
		<u>CASCAR, LLC</u>	
31* _____	_____	_____	_____
32 Buyer	Date	Seller	Date
33* _____	_____	_____	_____
34 Selling Licensee signature	Date	Listing Licensee signature	Date

35* Buyer [Signature] () and Seller [Signature] () acknowledge receipt of a copy of this page.
36* FARA-10 1/09 © 2009 Florida Association of REALTORS® All Rights Reserved LICENSED to EWM Realtors® Page _____ of Addendum No. _____

1' The clause below will be incorporated into the Contract between CASCAR LLC (Seller)
2' and Highpark Investments LLC and/or assigns (Buyer) concerning the Property described as _____
3' 2 Casuarina Concourse; Coral Gables, FL 33156 only if initiated by all parties:

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

8' Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page.
9' FARA-10 1/09 © 2009 Florida Association of Realtors® All Rights Reserved LICENSED to EWM Realtors® Page _____ of Addendum No. _____

Brokerage Relationship Disclosure

FLORIDA ASSOCIATION OF REALTORS®



TRANSACTION BROKER NOTICE

As a transaction broker, ESSLINGER • WOOTEN • MAXWELL, Inc., Realtors® and its associates, provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

1/20/10 Bst. [Signature] _____
Date Signature Signature

Copy returned to Customer on the _____ day of _____ by: personal delivery mail facsimile

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THE IMPACT OF AMENDMENT 10

Dear Client:

As part of EWM's service to you, I would like to make sure you are aware of legislation implementing a constitutional amendment in the State of Florida (known as "Amendment 10", codified in Section 193.155(1), Florida Statutes). Beginning in 1995, Amendment 10 provided that yearly increases in the assessed value of real property in Florida with a homestead exemption shall be capped at the lesser of three percent (3%) of the assessed value for the prior year or the change in the Consumer Price Index from the preceding calendar year.

You may be purchasing property for which the seller has received the benefit of a "cap" on the assessed value for the time the seller has owned the property. Amendment 10 provides that after the sale of the property (in this case - to you), the seller's "cap" is removed because the property is being transferred to a new owner. If the property has substantially appreciated during the seller's ownership of the property, it is likely that the property will be reassessed at a higher value after you purchase the property, which will result in an increase of your property taxes. **The property is reassessed on January 1 of the year following the change in ownership.**

What does this mean to you? If you are purchasing an existing home, the amount of real estate taxes reflected on the tax rolls for your seller *may not accurately reflect your future tax obligation*. The longer the seller has owned the homestead property you are purchasing, the more likely it is that the property has appreciated and that the actual assessed value has exceeded the seller's assessed value which has been capped each year since 1995.

To help you estimate the amount of your real estate taxes, there are useful tax estimators and tax calculation programs available through the tax collector in the individual counties. In Miami-Dade County, go to www.co.miami-dade.fl.us/pa and click on the "Tax Estimator" to estimate your taxes and "Amendment 10" for a more detailed discussion of the law. In Broward County, go to www.bcpa.net/index.cfm?page=TaxCalc. We strongly recommend that you contact the tax collector in the county where your property is located for more information on your property. This information will also be very useful for your lender if you intend to escrow your taxes and insurance to be included in your monthly mortgage payment.

Remember, if you are purchasing the property as an investor, or as a "second home" which cannot qualify for homestead status, you will not receive any benefit from Amendment 10 and your assessment will increase with market value each year.

I appreciate your business and look forward to working with you.

Sincerely,

EWM Associate

BY: *[Handwritten Signature]* 1/29/10
Buyer Signature

Print Name: _____

Buyer(s) Signature _____

Print Name: _____

Date: _____



Affiliated Company Business Disclosure

This is to give you notice that the owners of **Esslinger • Wooten • Maxwell, Inc.** have an ownership interest in HOMESERVICES LENDING, LLC and EWM TITLE. HOMESERVICES LENDING and EWM TITLE provide a convenient professional package of mortgage and title services. The associates of **Esslinger • Wooten • Maxwell, Inc.** have no interest in either affiliated company.

Set forth below is the estimated charge or range of charges for HOMESERVICES LENDING and EWM TITLE for settlement services:

- ♦ **HOMESERVICES LENDING, LLC:**
Up to 3% of the mortgage loan amount, which will vary based on the lender, loan product, interest rate, loan points, and amount of the purchase price financed as selected by you. HOMESERVICES LENDING may also receive fees from the lender upon loan closing that may vary from 0% to 3% of the loan amount, which fees are paid by the lender and you do not incur any additional obligations for payment of these fees to HOMESERVICES LENDING.
- ♦ **EWM TITLE:**
Up to 1% of the property purchase price subject to the services selected by you.

You are not required to use HOMESERVICES LENDING or EWM TITLE as a condition for your purchase of the property or for the settlement of your loan on the subject property. You may be able to get these services at a lower rate by shopping with other settlement service providers. A lender is allowed to require the use of an attorney, credit reporting agency, or real estate appraiser chosen to represent the lender's interest

Please review the foregoing and execute it to acknowledge receipt, and retain a copy of this disclosure for your records.

By: [Signature] 1/20/10
 Buyer Date

 Buyer Date

By: [Signature], VP 1-22-2010
 Seller Date
 AS MANAGER OF CASCAR, LLC

 Seller Date



DATE	1/20/2010	CHECK NUMBER	HPL004338
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INVOICE NUMBER	INVOICE DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET AMOUNT
EWM-012010	1/20/2010	Re: 2 Casuarina Escrow Deposit	\$100,000.00	\$0.00	\$100,000.00
PRINT BATCH 1,328	VENDOR CODE VN009912	PAY TO NAME EWM, Escrow Agent			NET TOTAL \$100,000.00

DOCUMENT HAS A COLORED BACKGROUND. SECURITY FEATURES LISTED ON BACK.

Highpark Investments LLC
 121 Alhambra Plaza, Suite 1140
 Coral Gables, FL 33134

SunTrust Bank N.A.
 Mail Code 2163
 One S.E. Third Ave 16th Floor
 Miami, Florida 33131-1704

63-60/660

DATE	1/20/2010	CHECK NUMBER	HPL004338
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PAY One hundred thousand and 00 / 100 Dollars Only *****

TO THE ORDER OF EWM, Escrow Agent

AMOUNT	\$100,000.00
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⑈004338⑈ ⑆063102152⑆ 0285001029604⑈

"AS-IS" RIDER

Where language in this "As-Is" Rider conflicts with language elsewhere in the contract for sale and purchase, or other riders, the language in this rider shall prevail.

It is acknowledged and agreed between the parties that the Property and premises is being sold in an absolute "As-Is" condition. Seller makes no warranty, express or implied, as to the condition of the property or any equipment or system prior to contract ratification. Buyer, or any designee, shall have the right to have inspection(s) ~~for violations of building or zoning codes and of the physical condition of the Property and Inclusions~~ within 10 days from the effective date of the contract. ~~All inspections are to be performed at Buyer's expense by a person or firm holding appropriate required state license(s) for such work.~~ Buyer is responsible, and shall pay for any damage that occurs to the Property and Inclusions as a result of such inspection(s). Seller shall provide access and necessary utilities for all inspections.

80

Upon completion of said inspection(s), at the Buyer's sole discretion, Buyer shall have the right within the prescribed time period ~~to furnish to Seller copies of written inspection reports showing any unsatisfactory condition(s), to rescind this contract, and receive the full refund of the deposit paid. Buyer must provide a copy of the inspector's written report, and repair estimates from person(s) holding an appropriate state license to repair the items inspected.~~ Buyer and Seller will then be released from all further obligations under this contract. Failure to submit notification of unsatisfactory condition(s) within the prescribed time noted above will constitute Buyer's acceptance of the property, and it will be deemed to be in satisfactory condition. Assuming the property is deemed in satisfactory condition, the closing will then proceed as outlined in this contract.

20

by Buyer (20)

If the Buyer's lender requires inspections of the Property, Seller shall provide access and necessary utilities for such inspection. The cost of such inspections and any required repairs shall be the sole responsibility of the Buyer. Buyer is responsible, and shall pay for any damage, which occurs to the Property and Inclusions as a result of such inspection(s).

Within forty-eight (48) hours prior to Closing, Buyer shall be entitled to inspect the Property to ensure that all items included in the sale are on the Property, that the Property has been maintained, including but not limited to, the lawn, shrubbery, and pool, if any, in the condition as contracted, ordinary wear and tear excepted.

Northern Trust, NA,
not individually, but in their fiduciary capacity
as Manager of CASCAR, LLC

By: Jeffrey Mathews
Seller
Jeffrey Mathews, Vice President

1-27-2010
Date

By: Highpark Investments, LLC
Buyer
Highpark Investments, LLC

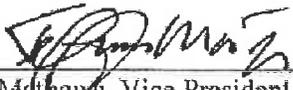
1/27/2010
Date

FIDUCIARY CAPACITY RIDER

LIABILITY OF FIDUCIARY: Buyer acknowledges and agrees that Seller enters into this Agreement solely in their fiduciary capacity as trustee, personal representative, or guardian, as the case may be, and not individually. Seller shall have no obligation or liability whatsoever under this Agreement except to the extent of the trust, estate or guardianship property in the actual possession of Seller is available for their payment and discharge, and any representations, warranties, covenants, undertakings and agreements made on the part of Seller, regardless of their form, are nevertheless made and are intended for the purposes of binding only the trust, estate or guardianship property specifically described in this Agreement. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, Seller individually on account of any instrument executed by, or on account of, any representation, warranty, covenant, undertaking or agreement of Seller either express or implied and all such personal liability, if any, is expressly waived and released by Buyer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in counterparts, each of which will constitute a duplicate original, on the date(s) hereinafter set forth.

Northern Trust, NA, not individually,
but in their fiduciary capacity as Manager of CASCAR, LLC

By:  1-27-2010
Jeffrey Matthews, Vice President Date

 1/27/2010
Buyer Date
Highpark Investments, LLC