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Weiss Serota Helfman
Pastoriza Cole & Boniske
2525 Ponce de Leon Blvd
Suite 700
Coral Gables, FL 33134
305-854-0800

Residential Sale and Purchase Contract
FLORIDA ASSOCIATION OF REALTORS®

1. SALE AND PURCHASE:

CASCAR LLC

("Seller") and

ALBERTO TANO and/or assigns

("Buyer")

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

Address:

2 CASUARINA CONCURSE, CORAL GABLES, FLORIDA 33156

County: MIAMI-DADE

Legal Description:

32 54 41 GABLES ESTATES NO 2 PB 60-37 LOT 32 BLK A LOT SIZE 85431 SQ FT OR 18443-0039 D1
99 4 OR 26917-2289 0609 11

Tax ID No: 03-4132-019-0320

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

ALL IN AS-IS CONDITION

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.

\$ 8,500,000.00

\$ 9,000,000.00

PRICE AND FINANCING

2. PURCHASE PRICE: \$ 8,500,000.00 payable by Buyer in U.S. currency as follows:

(a) \$ 20,000.00 Deposit received (checks are subject to clearance) on _____ by _____ for delivery to Weiss Serota Helfman Et Al ("Escrow Agent")

Signature

Name of Company

(Address of Escrow Agent) 2525 Ponce de Leon Blvd, Ste. 700, Coral Gables, FL

Phone # of Escrow Agent) 305-854-0800

(b) \$ 405,000.00 Additional deposit to be delivered to Escrow Agent by see Sec. 21-Add'l Terms or N/A days from Effective Date. (10 days if left blank)

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

(d) \$ _____ Other: _____
(e) \$ 8,075,000.00 BALANCE
Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

3. FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.
 (b) Buyer will apply for new conventional FHA VA 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 either a written Financing commitment or approval letter ("Commitment") or written notice that Buyer is unable to obtain a Commitment within _____ days from Effective Date (the earlier of 30 days after the Effective Date or 5 days prior to Closing Date 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. If, after using diligence and good faith, Buyer is unable to

PREPARED BY: Uddla Dunkleberger, Legal Assistant

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42 provide the Commitment and provides Seller with written notice that Buyer is unable to obtain a Commitment within
43 the Commitment Period, either party may cancel this Contract and Buyer's deposit will be refunded. Buyer's failure to
44 provide Seller with written notice that Buyer is unable to obtain a Commitment within the Commitment Period will result
45 in forfeiture of Buyer's deposit(s). Once Buyer provides the Commitment to Seller, the financing contingency is waived
46 and Seller will be entitled to retain the deposits if the transaction does not close by the Closing Date unless (1) the
47 Property appraises below the purchase price and either the parties cannot agree on a new purchase price or Buyer elects
48 not to proceed, (2) the property related conditions of the Commitment have not been met (except when such conditions are
49 waived by other provisions of this Contract), or (3) another provision of this Contract provides for cancellation.

50 CLOSING

51 **4. CLOSING DATE; OCCUPANCY:** Unless the Closing Date is specifically extended by the Buyer and Seller or by any other
52 provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, inspection
53 and financing periods. This Contract will be closed on See Sec. 21-Addt'l Terms ("Closing Date") at the time established
54 by the closing agent, by which time Seller will (a) have removed all personal items and trash from the Property and swept
55 the Property clean and (b) deliver the deed, occupancy and possession, along with all keys, garage door openers and
56 access codes, to Buyer. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days
57 days after the insurance suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all
58 Seller-provided title evidence, surveys, association documents and other items.

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

64 **(a) Seller Costs:**

65 Taxes and surtaxes on the deed
66 Recording fees for documents needed to cure title
67 Other: _____

68 Seller will pay up to \$ _____ or _____ % (1.5% if left blank) of the purchase price for repairs to warranted
69 items ("Repair Limit"); and up to \$ _____ or _____ % (1.5% if left blank) of the purchase price for
70 wood-destroying organism treatment and repairs ("WDO Repair Limit"); and up to \$ _____ or _____ %
71 (1.5% if left blank) of the purchase price for costs associated with closing out open permits and obtaining required permits for
72 unpermitted existing improvements ("Permit Limit").

73 **(b) Buyer Costs:**

74 Taxes and recording fees on notes and mortgages
75 Recording fees on the deed and financing statements
76 Loan expenses
77 Lender's title policy
78 Inspections
79 Survey
80 Flood insurance, homeowner insurance, hazard insurance
81 Other: _____

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

83 (1) The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment. Seller will select the
84 title agent and will pay for the owner's title policy, search, examination and related charges or Buyer will select the title
85 agent and pay for the owner's title policy, search, examination and related charges or Buyer will select the title agent
86 and Seller will pay for the owner's title policy, search, examination and related charges.

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

91 **(d) Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real
92 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of
93 the Property. If taxes and assessments for the current year cannot be determined, taxes shall be prorated on the basis
94 of taxes for the preceding year as of the day before Closing Date and shall be computed and readjusted when the
95 current taxes are determined with adjustment for exemptions and improvements. If there are completed improvements
96 on the Property by January 1 of the year of the Closing Date, which improvements were not in existence on January 1 of
97 the prior year, taxes shall be prorated based on the prior year's millage and at an equitable assessment to be
98 agreed upon by the parties prior to Closing Date, failing which, request will be made to the County Property Appraiser
99 for an informal assessment taking into consideration available exemptions. If the County Property Appraiser is unable
100 to perform an informal assessment prior to Closing Date, Buyer and Seller will split the cost of a private
101 appraiser to perform an assessment prior to Closing Date. Nothing in this paragraph shall act to extend the Closing Date.
102 This provision shall survive closing.

103 **(e) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i)

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Buyer(s): MS

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104 the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the
105 assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing,
106 and Buyer will pay all other amounts. If special assessments may be paid in installments Buyer Seller (if left blank
107 Buyer) shall pay installments due after closing. If Seller is checked, Seller will pay the assessment in full prior to or at the
108 time of closing. Public body does not include a Homeowner Association or Condominium Association.
109 (f) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require
110 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.
111 (g) Home Warranty: Buyer Seller N/A will pay for a home warranty plan issued by _____
112 at a cost not to exceed \$ _____. A home warranty plan provides for repair or replacement of many of a
113 home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during
114 the agreement period.

115 PROPERTY CONDITION

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

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

124 (a) Energy Efficiency: Buyer acknowledges receipt of the energy-efficiency information brochure required by Section
125 553.996, Florida Statutes.

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

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

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

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

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

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

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

158 8. MAINTENANCE, INSPECTIONS AND REPAIR: Seller will keep the Property in the same condition from Effective Date until
159 closing, except for normal wear and tear ("Maintenance Requirement") and repairs required by this Contract. Seller will provide
160 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections,
161 return the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its
162 completion, if Seller is unable to complete required repairs or treatments or meet the Maintenance Requirement prior to closing,
163 Seller will give Buyer a credit at closing for the cost of the repairs and maintenance Seller was obligated to perform. At closing,
164 Seller will assign all assignable repair and treatment contracts to Buyer and provide Buyer with paid receipts for all work

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Buyer(s)

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165 done on the Property pursuant to the terms of this Contract. At closing, Seller will provide Buyer with any documentation that
166 all open permits have been closed out and that Seller has obtained required permits for improvements to the Property.

167 (a) **Warranty, Inspections and Repair:**

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

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

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

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

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

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

224 **B. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing ~~and can be restored by~~
225 ~~the Closing Date or within 45 days after the Closing Date to substantially the same condition as it was on Effective Date, Seller,~~
226 ~~will, at Seller's expense, restore the Property and deliver written notice to Buyer that Seller has completed the restoration,~~
227 ~~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.~~
228 ~~Seller will not be obligated to replace trees. If the restoration cannot be completed in time, Buyer may cancel this Contract and~~

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Buyer(s) _____

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229 Buyer's deposit shall be refunded, or Buyer may accept the Property "as is", and Seller will credit the deductible and assign
230 the insurance proceeds, if any, to Buyer at closing in such amounts as are (i) attributable to the Property and (ii) not yet
231 expended in restoring the Property to the same condition as it was on Effective Date.

TITLE

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

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

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

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

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

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

MISCELLANEOUS

11. EFFECTIVE DATE; TIME; FORCE MAJEURE:

(a) Effective Date: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers the final offer or counteroffer. Time is of the essence for all provisions of this Contract.

(b) Time: 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.

(c) Force Majeure: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the Buyer or Seller and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and Buyer's deposit shall be refunded.

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

13. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. Signatures,

PREPARED BY: Lidda Dunkleberger, Legal Assistant

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Buyer(s):

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Seller(s):

290 Initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper
291 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or
292 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable,
293 all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in performing all
294 obligations under this Contract. This Contract will not be recorded in any public records.

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

298 **DEFAULT AND DISPUTE RESOLUTION**

299 **15. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent
300 effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit
301 without waiving the right to seek damages or to seek specific performance as per Paragraph 40. Seller will also be liable to
302 Broker for the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time
303 specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to
304 be paid as liquidated damages or to seek specific performance as per Paragraph 40; and Broker will, upon demand, receive
305 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.

306 **AS BUYER'S SOLE AND EXCLUSIVE REMEDY**

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

309 (a) **Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days
310 from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent
311 will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real
312 Estate Commission ("FREC") Buyer and Seller will be bound by any resulting award, judgment or order. A broker's
313 obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely
314 resolve the escrow dispute through mediation, arbitration, interpleader or an escrow disbursement order, if the broker
315 so chooses, applies to brokers only and does not apply to title companies, attorneys or other escrow companies.

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

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

332 **ESCROW AGENT AND BROKER**

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

341 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations
342 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,
343 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the
344 effect of property lying partially or totally seaward of the coastal construction control line, etc.) and for tax, property
345 condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that
346 all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to
347 rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition, square
348 footage and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses,
349 including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in
350 connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller

PREPARED BY: Liddle Dunkleberger, Legal Assistant

FAR-9, Residential Sale and Purchase Contract, Rev. 4/07, Florida Association of REALTORS®

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Buyer(s) _____

Page 8 of 8
Seller(s) _____

350 hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based
 351 on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's
 352 and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including
 353 Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses
 354 incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective
 355 vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as
 356 a party to this Contract. This paragraph will survive closing.

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

363*	<u>Dennis V Carriaval & Mayi De La Vega 3034699</u>	<u>ONE Sotheby's Int'l Realty (31)</u>
364	Selling Sales Associate/License No.	Selling Firm/Brokerage Fee: (\$ or % of Purchase Price)
365*	<u>Helen Jeannie Nicastri</u>	<u>Coldwell Banker (31)</u>
366	Listing Sales Associate/License No.	Listing Firm/Brokerage Fee: (\$ or % of Purchase Price)

ADDENDA AND ADDITIONAL TERMS

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

- | | | | | |
|------|--|---|--|---|
| 370* | <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 type="checkbox"/> V. Prop. Disclosure Stmt. |
| 371* | <input checked="" type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> I. Inspections | <input type="checkbox"/> P. Back-up Contract | <input type="checkbox"/> W. FIRPTA |
| 372* | <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 |
| 373* | <input type="checkbox"/> D. Mort. Assumption | <input checked="" type="checkbox"/> K. Pre-1978 Housing Stmt. (LBP) | <input type="checkbox"/> R. Rentals | <input type="checkbox"/> Y. Additional Clauses |
| 374* | <input type="checkbox"/> E. FHA Financing | <input checked="" type="checkbox"/> L. Insurance | <input type="checkbox"/> S. Sale/Lease of Buyer's Property | |
| 375* | <input type="checkbox"/> F. VA Financing | <input type="checkbox"/> M. Housing Older Persons | <input type="checkbox"/> T. Rezoning | <input checked="" type="checkbox"/> Other <u>AS-IS RIDER</u> |
| 376* | <input type="checkbox"/> G. New Mort. Rates | <input type="checkbox"/> N. Lease purchase/Lease option | <input checked="" type="checkbox"/> U. Assignment | <input checked="" type="checkbox"/> Other <u>FINANCIAL CAPACITY RIDER</u> |

377 **21. ADDITIONAL TERMS:**

378* Notwithstanding anything to the contrary contained herein, Seller shall have 60 days from the
 Effective Date in which to obtain a final non-appealable demolition permit for removal of all
 improvements and structures on the Property by the Contractor of Buyer's choice. Should Seller or its
 agent fail to receive the demolition permit for the Property, Buyer may terminate this Contract
 anytime within 5 days of the lapse of the foregoing 60 day period and receive back any and all
 deposits paid and this Contract shall thereafter be of no further force and effect. Buyer and Seller
 shall cooperate and assist in the application for the demolition permit and shall execute any and all
 necessary documents, applications or other forms in connection therewith.

Upon the later of delivery to Buyer of final non-appealable demolition permit or expiration of
 Inspection Period, Buyer shall make the additional deposit as per Section 2(b) to Escrow Agent.

Closing Date: Occupancy - 15 days after the 60 days period set forth above.

379 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

380
 381* (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)
 382 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy
 383 delivered to Buyer no later than 5:00 a.m. p.m. on November 17, 2010, this offer will be revoked
 384 and Buyer's deposit refunded subject to clearance of funds.

COUNTER OFFER/REJECTION

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

DATE _____

BUYER _____

ALBERTO TANO and/or assigns



DATE 11-16-2010

CASCAR LLC

SELLER By:

By: CASCAR LLC

 VICE PRESIDENT
NORTHERNTRUST, NA AS MANAGER

388*
389

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

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PREPARED BY: Liddia Dunkleberger, Legal Assistant

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Residential Sale and Purchase Contract: Comprehensive Addendum
 FLORIDA ASSOCIATION OF REALTORS®

1 The clause below will be incorporated into the Contract between CASCAR LLC (Seller)
 2 and ALBERT TANO and/or assigns (Buyer) concerning the Property described as
 3 2 CASUARINA CONCOURSE CORAL GABLES, FLORIDA 33156 only if initialed by all parties:

4 ~~(A)~~ () - () () 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 Paragraph 8 of
 6 the Contract and risk of loss under Paragraph 9 or Paragraph H of the Comprehensive Addendum (if applicable) extend only to the
 7 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 Association
 9 manager. The Property may be subject to recorded restrictive covenants governing the use and occupancy of properties in the
 10 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.

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 Buyer written
 19 notice of the decision. If the Association exercises its right of first refusal, this Contract will terminate, Buyer's deposit will be refunded
 20 unless this Contract provides otherwise and Seller will pay Broker's full commission at closing in recognition that Broker procured the
 21 sale.

22 (3) Fees: Buyer will pay any application, transfer and initial membership fees charged by the Association. Seller will pay all fines
 23 imposed against the Property as of Closing Date and any fees the Association charges to provide information about its fees or the
 24 Property, and will bring maintenance and similar periodic fees and rents on any recreational areas current as of Closing Date. If, after
 25 the Effective Date, the Association imposes a special or other assessment for improvements, work or services, Seller will pay all
 26 amounts due before Closing Date and Buyer will pay all amounts due after Closing Date. If special assessments may be paid in
 27 installments Buyer Seller (if left blank, Buyer) shall pay installments due after Closing Date. If Seller is checked, Seller will pay
 28 the assessment in full prior to or at the time of Closing. Seller represents that he/she is not aware of any pending special or other
 29 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 \$ 8,000.00 per Year to Gables Estates Club
 33 \$ _____ per _____ to _____
 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).

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

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

(See Continuation)

5 Buyer (AT) () and Seller (CS) () acknowledge receipt of a copy of this page.

Residential Sale and Purchase Contract: Comprehensive Addendum

FLORIDA ASSOCIATION OF REALTORS®



1 The clause below will be incorporated into the Contract between CASCAR LLC (Seller)
2 and ALBERT TANO and/or assigns (Buyer) concerning the Property described as
3 2 CASUARINA CONCOURSE, CORAL GABLES, FLORIDA 33156 only if initiated by all parties:

4 ~~(A)~~ (B) 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) _____
16 _____
17 _____
18 _____

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 (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 are
22 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"
24 and all of the information specified in paragraph (1) above. Licensee has notified Seller of Seller's obligations to provide
25 and disclose information regarding lead-based paint and lead-based paint hazards in the property as required by federal
26 law (42 U.S.C. 4852d) and is aware of his or her obligation to ensure compliance with federal lead-based paint law.
27 Buyer, Seller and each licensee has reviewed the information above and certifies, to the best of his or her knowledge,
28 that the information he or she has provided is true and accurate.

29 [Signature]
30 Buyer Albert Tano and or assi Date _____

By: [Signature], VP. 11-16-2010
Seller Cascar LLC Date
NORTHERN TRUST, NA AS MANAGER

31 _____
32 Buyer Date _____

[Signature]
Listing Licensee signature 11-16-2010
Date
Helen Joannia Nicastri

33 _____
34 Selling Licensee signature
Dennis V Carvajal & Mayl De L Date _____

3 Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page.



Residential Sale and Purchase Contract: Comprehensive Addendum
 FLORIDA ASSOCIATION OF REALTORS®

1 The clause below will be incorporated into the Contract between CASCAR LLC (Seller)
 2 and ALBERT TANO and/or assigns (Buyer) concerning the Property described as
 3 2 CASUARINA CONCOURSE CORAL GABLES, FLORIDA 33158 only if initialed by all parties:

4 ~~()~~ () - () () 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 (AT) () and Seller (AT) () acknowledge receipt of a copy of this page.
 9 FARA-10v 1/09 ©2009 Florida Association of REALTORS® All Rights Reserved Page ____ of Addendum No. _____



Residential Sale and Purchase Contract: Comprehensive Addendum
 FLORIDA ASSOCIATION OF REALTORS®

1 The clause below will be incorporated into the Contract between CASCAR LLC (Seller)
 2 and ALBERT TANO and/or assigns (Buyer) concerning the Property described as
 3 2 CASUARINA CONCOURSE CORAL GABLES, FLORIDA 33156 only if initiated by all parties:

PROPERTY

4
 5 ~~(As Is)~~ (As Is With Right to Inspect) () - () (✓) 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 60 Days from effective date ("Inspection Period") (within 10 days
 10 from Effective Date if left blank) make any and all inspections of the Property. The inspection(s) will 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 2 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 \$ 0.00 (\$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 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.

5 Buyer (AS) () and Seller () (✓) acknowledge receipt of a copy of this page.



Residential Sale and Purchase Contract: Comprehensive Addendum
 FLORIDA ASSOCIATION OF REALTORS®

1 The clause below will be incorporated into the Contract between CASCAR LLC (Seller)
 2 and ALBERT TANO and/or assigns (Buyer) concerning the Property described as
 3 2 CASUARINA CONCOURSE, CORAL GABLES, FLORIDA 33156 only if initiated by all parties:

4 AS () - () VS L Insurance: (check whichever applies)

5 (1)(a) Homeowners Insurance: If Buyer is unable to obtain comprehensive homeowner's insurance coverage (including
 6 windstorm) from a standard carrier or the Citizen's Property Insurance Corporation at a first year annual premium not to exceed \$
 7 _____ or _____% of the purchase price by _____ (the earlier of 30 days after Effective
 8 Date or 5 days prior to Closing Date if left blank), Buyer may cancel the Contract by delivering written notice to the Seller.
 9 (1)(b) Flood Insurance: If Buyer is unable to obtain flood insurance through the National Flood Insurance Program at a first
 10 year premium not to exceed \$ _____ or _____% of the purchase price by _____ (the
 11 earlier of 30 days after Effective Date or 5 days prior to Closing Date if left blank), Buyer may cancel the Contract by delivering
 12 written notice to the Seller.

13 (2) Flood Insurance: Buyer is notified that the Property is located in an area that: is a defined floodable area and flood
 14 insurance is required. was declared a flood disaster area after September 23, 1994 and received federal disaster relief
 15 assistance on the condition that flood insurance be obtained in accordance with applicable federal law. Buyer is required to obtain
 16 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
 17 accordance with applicable federal law with respect to the Property.

18 (3) Flood damage to 1st floor: Buyer acknowledges that there have been no representations or guarantees made
 19 by the Seller or Broker regarding the usability of the first floor of the subject property. Buyer is aware that any flood
 20 damage to the first floor may result in difficulty in obtaining flood insurance and/or may result in adverse enforcement
 21 proceedings by local authorities.

22 (4) Wind-borne Debris Region: Pursuant to Section 627.351, Florida Statutes, a personal lines residential structure that is
 23 located in the wind-borne debris region (as defined in Section 1609.2 of the International Building Code) and that has an insured
 24 value on the structure of \$750,000 or more is not eligible for coverage by Citizens Property Insurance Corporation unless the
 25 structure has shutters or opening protections on all openings and such opening protections complied with the Florida Building
 26 Code at the time they were installed.

7 Buyer ALBERT TANO and Seller VS acknowledge receipt of a copy of this page.

Weiss Serota Helfman
Pastoriza Cole & Boniske
2525 Ponce de Leon Blvd
Suite 700
Coral Gables, FL 33134
305-854-0800

Residential Sale and Purchase Contract: Comprehensive Addendum
FLORIDA ASSOCIATION OF REALTORS®

1 The clause below will be incorporated into the Contract between
CASCAR LLC

2 (Seller) and
ALBERTO ZANO and/or assigns

3 (Buyer) concerning the Property described as
4 2 CASUARINA CONCOURSE CORAL GABLES, FLORIDA 33156

5 only if initialed by all parties:

MISCELLANEOUS CLAUSES

6
7 (AZ) () - () (AZ) U. Assignment: Seller agrees that Buyer may assign this Contract to
8 any entity which buyer is a part of.
9 Buyer will deliver a copy of the assignment to Seller and ~~Buyer~~ will not be released from the duty to perform this Contract.

Buyer (AZ) () and Seller () () acknowledge receipt of a copy of this page.
PREPARED BY: Liddia Dunkleberger, Legal Assistant

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Buyer(s) _____



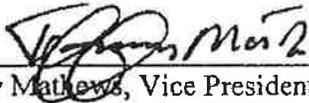
Seller:

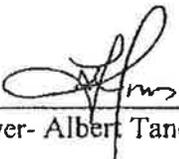
FIDUCIARY CAPACITY RIDER

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 for the benefit of the Estate
of B Carlin

By:  11-16-10
Jeffrey Matthews, Vice President Date

 11/17/10
Buyer- Albert Tano Date

"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 60 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.

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 citing 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.

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 for the benefit of the Estate of B Carlin



Seller - Jeffrey Mathews, Vice President

11-16-10
Date



Buyer - Albert Tano

11/17/10
Date

A

ONE

Sotheby's
INTERNATIONAL REALTY

1537 San Remo Avenue
Coral Gables, FL 33146
t 305.666.0562
f 305.673.4426
onesothebysrealty.com

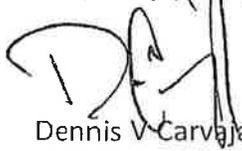
Ms. Helen Jeanne Nicastri
1500 San Remo Ave
Coral Gables, FL 33146.

February 11, 2010

Jeanne:

Enclosed please find an offer to purchase the property you have listed at 2 Casuarina Concourse in Gables Estates from Dr. Tano whom you met at the property a few weeks ago. As discussed, Dr. Tano's interest in purchasing the property is for the sole purpose of demolishing the existing home and building a new residence for himself and his family. Dr. Tano consulted with his architect Ramon Pacheco, who as you know has a lot of experience in building high end homes in the area. Pacheco advised him that there was a strong possibility that the house could be designated as a historical home by the city of Coral Gables since it was designed by Alfred Browning Parker. If this were the case, Dr. Tano would not be allowed to tear the house down. We have added a contingency clause in the contract stating the above and we are hoping that the seller's will be willing to work with us in resolving this matter. Dr. Tano is already a resident of Gables Estates, so the application process will not be a problem. The offer is not subject to financing and should the above referenced issue regarding the historical designation be resolved, then he would be closing within 60 days. We believe the offer to be a strong offer and hope that your clients will consider it. Please feel free to contact either Mayi or myself directly and at anytime with any questions or concerns that you may have. Looking forward to hearing from you.

Very truly yours,



Dennis V. Carvajal, P.A.

Realtor-Associate

ONE Sotheby's International Realty



Mayi De La Vega

Realtor/Owner

ONE Sotheby's International Realty

Residential Sale and Purchase Contract



1 1. SALE AND PURCHASE: Cascar LLC ("Seller")
2 and Albert Tano 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:
6 Legal Description: 32 54 41 GABLES ESTATES NO 2 PB 60-37 LOT 32 BLK A LOT SIZE 85431 SQ FT OR 18443-0039 01
7 99 4 OR 26917-2289 0609 11 Tax ID No: 03-41-32-019-0320

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), (#) 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:

12
13

14 The following attached items are excluded from the purchase:

15

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

18

PRICE AND FINANCING

19 2. PURCHASE PRICE: \$10,000,000.00 payable by Buyer in U.S. currency as follows:

20 (a) \$20,000.00 Deposit received (checks are subject to clearance) on by
21 for delivery to ONE Sotheby's Intl Realty ("Escrow Agent")
22 Signature Name of Company

23 (Address of Escrow Agent) 1537 San Remo Ave. Coral Gables, Fl. 33156
24 (Phone # of Escrow Agent)

25 (b) \$480,000.00 Additional deposit to be delivered to Escrow Agent by see addendum
26 or days from Effective Date. (10 days if left blank)

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

28 (d) \$ Other:

29 (e) \$9,500,000.00 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid
30 at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

31 3. FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.

32 (b) Buyer will apply for new conventional FHA VA financing specified in paragraph 2(c) at the prevailing interest rate and
33 loan costs based on Buyer's creditworthiness (the "Financing") within days from Effective Date (5 days if left blank) and
34 provide Seller with either a written Financing commitment or approval letter ("Commitment") or written notice that Buyer is unable to
35 obtain a Commitment within days from Effective Date (the earlier of 30 days after the Effective Date or 5 days prior to Closing
36 Date if left blank) ("Commitment Period"). Buyer will keep Seller and Broker fully informed about loan application status, progress
37 and Commitment issues and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. If,
38 after using diligence and good faith, Buyer is unable to provide the Commitment and provides Seller with written notice that Buyer
39 is unable to obtain a Commitment within the Commitment Period, either party may cancel this Contract and Buyer's deposit will be
40 refunded. Buyer's failure to provide Seller with written notice that Buyer is unable to obtain a Commitment within the Commitment
41 Period will result in forfeiture of Buyer's deposit(s). Once Buyer provides the Commitment to Seller, the financing contingency is
42 waived and Seller will be entitled to retain the deposits if the transaction does not close by the Closing Date unless (1) the Property
43 appraises below the purchase price and either the parties cannot agree on a new purchase price or Buyer elects not to proceed, (2)
44 the property related conditions of the Commitment have not been met (except when such conditions are waived by other provisions
45 of this Contract), or (3) another provision of this Contract provides for cancellation.

CLOSING

46 4. CLOSING DATE; OCCUPANCY: Unless the Closing Date is specifically extended by the Buyer and Seller or by any other provision in
47 this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, inspection and financing periods. This
48 Contract will be closed on 60 days from e/d ("Closing Date") at the time established by the closing agent, by which time Seller
49 will (a) have removed all personal items and trash from the Property and swept the Property clean and (b) deliver the deed, occupancy
50 and possession, along with all keys, garage door openers and access codes, to Buyer. If on Closing Date insurance underwriting is
51 suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any
52 reason, Buyer will immediately return all Seller-provided title evidence, surveys, association documents and other items.

53 Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

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

59 (a) Seller Costs:

60 Taxes and surtaxes on the deed

61 Recording fees for documents needed to cure title

62 Other: _____

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

67 (b) Buyer Costs:

68 Taxes and recording fees on notes and mortgages

69 Recording fees on the deed and financing statements

70 Loan expenses

71 Lender's title policy

72 Inspections

73 Survey

74 Flood insurance, homeowner insurance, hazard insurance

75 Other: _____

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

77 (1) The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment. Seller will select the title agent
78 and will pay for the owner's title policy, search, examination and related charges or Buyer will select the title agent and pay
79 for the owner's title policy, search, examination and related charges or Buyer will select the title agent and Seller will pay
80 for the owner's title policy, search, examination and related charges.

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

84 (d) Prorations: The following items will be made current (if applicable) and prorated as of the day before Closing Date: real
85 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of the
86 Property. If taxes and assessments for the current year cannot be determined, taxes shall be prorated on the basis of taxes for
87 the preceding year as of the day before Closing Date and shall be computed and readjusted when the current taxes are
88 determined with adjustment for exemptions and improvements. If there are completed improvements on the Property by
89 January 1 of the year of the Closing Date, which improvements were not in existence on January 1 of the prior year, taxes shall
90 be prorated based on the prior year's millage and at an equitable assessment to be agreed upon by the parties prior to Closing
91 Date, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration
92 available exemptions. If the County Property Appraiser is unable or unwilling to perform an informal assessment prior to Closing
93 Date, Buyer and Seller will split the cost of a private appraiser to perform an assessment prior to Closing Date. Nothing in this
94 paragraph shall act to extend the Closing Date. This provision shall survive closing.

95 (e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the full
96 amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment
97 if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and Buyer will pay
98 all other amounts. If special assessments may be paid in installments Buyer Seller (if left blank, Buyer) shall pay
99 installments due after closing. If Seller is checked, Seller will pay the assessment in full prior to or at the time of closing. Public
100 body does not include a Homeowner Association or Condominium Association.

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

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

106 PROPERTY CONDITION

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

112 Buyer (NS) _____ 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 553.996,
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 marcite; 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 (AK) () and Seller () () acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

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

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

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

197 (b) **Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post
198 beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.
199 Buyer may, at Buyer's expense, have the Property inspected by a Florida-licensed pest control business to determine the
200 existence of past or present wood-destroying organism infestation and damage caused by infestation. If the inspector finds
201 evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5 days from the date
202 of the inspection. If Seller previously treated the Property for the type of wood-destroying organisms found, Seller does not have
203 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
204 warranty for the type of wood-destroying organisms found. Otherwise, Seller will have 5 days from receipt of the inspector's
205 report to have reported damage estimated by a licensed building or general contractor and corrective treatment estimated by a
206 licensed pest control business. Seller will have treatments and repairs made by an appropriately licensed person at Seller's
207 expense up to the WDO Repair Limit. If the cost to treat and repair the Property exceeds the WDO Repair Limit, either party may
208 pay the excess, failing which either party may cancel this Contract by written notice to the other. If Buyer fails to timely deliver the
209 inspector's written report, Buyer accepts the Property "as is" with regard to wood-destroying organism infestation and damage,
210 subject to the maintenance requirement.

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

215 **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
216 Closing Date or within 45 days after the Closing Date to substantially the same condition as it was on Effective Date, Seller,
217 will, at Seller's expense, restore the Property and deliver written notice to Buyer that Seller has completed the restoration, and
218 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.
219 Seller will not be obligated to replace trees. If the restoration cannot be completed in time, Buyer may cancel this Contract
220 and Buyer's deposit shall be refunded, or Buyer may accept the Property "as is", and Seller will credit the deductible and
221 assign the insurance proceeds, if any, to Buyer at closing in such amounts as are (i) attributable to the Property and (ii) not yet
222 expended in restoring the Property to the same condition as it was on Effective Date.

223 TITLE

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

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

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

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

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

238 Property recorded in the public records of the county where the Property is located and certified to Effective Date.
239 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed
240 insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format
241 acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent,
242 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to
243 Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.
244 (b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of
245 title evidence but no later than Closing Date, of any defects that make the title unmarketable. Seller will have 30 days from
246 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects
247 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing
248 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
249 defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of
250 Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.
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.

255 MISCELLANEOUS

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.

289 DEFAULT AND DISPUTE RESOLUTION

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

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

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

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

300 (a) **Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days from the
301 date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will
302 submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real
303 Estate Commission ("FREC"). Buyer and Seller will be bound by any resulting award, judgment or order. A broker's
304 obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the
305 escrow dispute through mediation, arbitration, interpleader or an escrow disbursement order, if the broker so chooses,
306 applies to brokers only and does not apply to title companies, attorneys or other escrow companies.

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

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

323 ESCROW AGENT AND BROKER

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

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

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

353* Buyer (AKA) () and Seller () () acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.
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354* Dennis V Carvajal, P.A. & Mayi De La Vega 3034699
355 Selling Sales Associate/License No.
356* Helen Nicastrì 0064134
357 Listing Sales Associate/License No.

ONE Sotheby's International Realty 3%
Selling Firm/Brokerage Fee: (\$ or % of Purchase Price)
Coldwell Banker 3%
Listing Firm/Brokerage fee: (\$ or % of Purchase Price)

358 ADDENDA AND ADDITIONAL TERMS

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

- | | | | |
|--|---|--|--|
| 361* <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 type="checkbox"/> V. Prop. Disclosure Stmt. |
| 362* <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> I. Inspections | <input type="checkbox"/> P. Back-up Contract | <input type="checkbox"/> W. FIRPTA |
| 363* <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 |
| 364* <input type="checkbox"/> D. Mort. Assumption | <input checked="" type="checkbox"/> K. Pre-1978 Housing Stmt. (LBP) | <input type="checkbox"/> R. Rentals | <input type="checkbox"/> Y. Additional Clauses |
| 365* <input type="checkbox"/> E. FHA Financing | <input checked="" type="checkbox"/> L. Insurance | <input type="checkbox"/> S. Sale/Lease of Buyer's Property | |
| 366* <input type="checkbox"/> F. VA Financing | <input type="checkbox"/> M. Housing Older Persons | <input type="checkbox"/> T. Rezoning | <input type="checkbox"/> Other _____ |
| 367* <input type="checkbox"/> G. New Mort. Rates | <input type="checkbox"/> N. Lease purchase/Lease option | <input checked="" type="checkbox"/> U. Assignment | <input type="checkbox"/> Other _____ |

368* 21. ADDITIONAL TERMS:

369* IN ADDITION TO THE BROKERAGE FEE DESCRIBED IN PARAGRAPH 19 OF THIS CONTRACT, SELLER AND/OR BUYER WILL
370* PAY ONE SOTHEBY'S INTERNATIONAL REALTY AT THE TIME OF CLOSING A BROKERAGE FEE IN THE AMOUNT OF \$295.00.

371* 1) Any and all open permits to be closed by seller prior to closing.

372*
373* 2) It is agreed and understood by the parties that it is the intention of the buyer to demolish the existing home and to
374* construct a new single family residence on the subject property. This contract is expressly contingent on the parties
375* obtaining the required confirmation from the city of Coral Gables and/or any other required governmental agency of
376* the fact(s) a building permit for the single family residence will be obtained. It is further agreed that the seller will
377* reasonably cooperate and execute any and all documents required to fully investigate whether the subject property has
378* been deemed historical or is being considered for historical designation by the Historical Preservation Board for the City
379* of Coral Gables. In the event that the existing home can not be demolished and a new single family residence can not
380* be constructed on the subject property, the buyer shall be forthwith entitled to cancel this contract and escrow agent
381* shall immediately return to the buyer any and all deposit(s) and this contract shall thereafter be null and void and of no
382* further force and effect.

383*
384*
385* 3) Second deposit due within 5 days receipt of written confirmation that #2 of these additional terms has been satisfied.

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

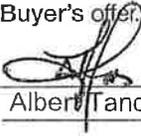
411 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

412 OFFER AND ACCEPTANCE

413 (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)
414 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy
415 delivered to Buyer no later than 12:00 a.m. p.m. on February 16, 2010, this offer will be revoked
416 and Buyer's deposit refunded subject to clearance of funds.

417 COUNTER OFFER/REJECTION

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

421 Date: _____ Buyer: 
422 Print name: Albert Tano and/or assigns

423 Date: _____ Buyer: _____

424 Phone: _____ Print name: _____

425 Fax: _____ Address: _____

426 E-mail: _____

427 Date: _____ Seller: _____

428 Print name: Cascar LLC

429 Date: _____ Seller: _____

430 Phone: _____ Print name: _____

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

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Mold Inspection Addendum to Contract

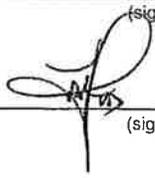
FLORIDA ASSOCIATION OF REALTORS®

The following provisions are made a part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract between CASCAR LLC (Seller) and ALBERT TANO and/or assigns (Buyer) concerning the Property located at 2 CASUARINA CONCOURSE CORAL GABLES, FLORIDA 33156

1. Buyer, at Buyer's expense, may have a qualified professional conduct an inspection of the Property for mold within 10 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 \$ 0, 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: _____ / Cascar LLC Date: _____
(signature) (print)

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

Buyer:  / Albert Tano and or assigns Date: _____
(signature) (print)

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

Residential Sale and Purchase Contract: Comprehensive Addendum

FLORIDA ASSOCIATION OF REALTORS®



1 The clause below will be incorporated into the Contract between ASCAR LLC (Seller)
2 and ALBERT TANO and/or assigns (Buyer) concerning the Property described as
3 2 CASUARINA CONCOURSE CORAL GABLES, FLORIDA 33156 only if initiated by all parties:

4 (ART) () - () () 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 Paragraph 8 of
6 the Contract and risk of loss under Paragraph 9 or Paragraph H of the Comprehensive Addendum (if applicable) extend only to the
7 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 Association
9 manager. The Property may be subject to recorded restrictive covenants governing the use and occupancy of properties in the
10 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 _____ 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.

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 Buyer written
19 notice of the decision. If the Association exercises its right of first refusal, this Contract will terminate, Buyer's deposit will be refunded
20 unless this Contract provides otherwise and Seller will pay Broker's full commission at closing in recognition that Broker procured the
21 sale.

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

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 AND OCCUPANCY OF
51 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
55 (See Continuation)

56 Buyer (ART) () and Seller () () acknowledge receipt of a copy of this page.

58 (A25) () - () () 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.

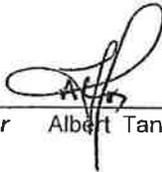
65 (6) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY
66 USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE
67 CURRENT AMOUNT IS \$ _____ PER _____.

68 (7) IF THE ASSOCIATION IS STILL UNDER THE CONTROL OF THE DEVELOPER, THE DEVELOPER MAY HAVE THE RIGHT
69 TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP
70 OR THE APPROVAL OF THE PARCEL OWNERS.

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

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

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

78  _____
79 Buyer Albert Tano and or assigns Date Buyer Date

80 Buyer (A25) () and Seller () () acknowledge receipt of a copy of this page.

81 FARA-10b 1/09 ©2009 Florida Association of REALTORS® All Rights Reserved Page ____ of Addendum No. _____

Residential Sale and Purchase Contract: Comprehensive Addendum

FLORIDA ASSOCIATION OF REALTORS®



1 The clause below will be incorporated into the Contract between CASCAR LLC (Seller)
2 and ALBERT TANO and/or assigns (Buyer) concerning the Property described as
3 2 CASUARINA CONCOURSE CORAL GABLES, FLORIDA 33156 only if initialed by all parties:

4 (AST) () - () () 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 (AST) () and Seller () () acknowledge receipt of a copy of this page.
9 FARA-10v 1/09 ©2009 Florida Association of REALTORS® All Rights Reserved Page ____ of Addendum No. ____



Residential Sale and Purchase Contract: Comprehensive Addendum

FLORIDA ASSOCIATION OF REALTORS®

1 The clause below will be incorporated into the Contract between Cascar LLC (Seller)
2 and Albert Tano and/or assigns (Buyer) concerning the Property described as
3 2 Casuarina Concourse Coral Gables, Fl. 33156 only if initiated by all parties:

PROPERTY

4
5 (AST) (____) - (____) (____) 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 10 days from effective date ("Inspection Period") (within 10 days
10 from Effective Date if left blank) make any and all inspections of the Property. The inspection(s) will 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 2 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 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 (AST) (____) and Seller (____) (____) acknowledge receipt of a copy of this page.



Residential Sale and Purchase Contract: Comprehensive Addendum

FLORIDA ASSOCIATION OF REALTORS®

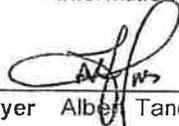
1 The clause below will be incorporated into the Contract between CASCAR LLC (Seller)
2 and ALBERT TANO and/or assigns (Buyer) concerning the Property described as
3 2 CASUARINA CONCOURSE CORAL GABLES, FLORIDA 33156 only if initialed by all parties:

4 (ART) () - () () 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) _____
16 _____
17 _____
18 _____

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 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 are
22 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"
24 and all of the information specified in paragraph (1) above. Licensee has notified Seller of Seller's obligations to provide
25 and disclose information regarding lead-based paint and lead-based paint hazards in the property as required by federal
26 law (42 U.S.C. 4852d) and is aware of his or her obligation to ensure compliance with federal lead-based paint law.
27 Buyer, Seller and each licensee has reviewed the information above and certifies, to the best of his or her knowledge,
28 that the information he or she has provided is true and accurate.

29					
30	Buyer <u>Albert Tano and or assi</u>	Date _____	Seller <u>Cascar LLC</u>	Date _____	
31	_____	Date _____	_____	Date _____	
32	Buyer	Date _____	Seller	Date _____	
33	_____	Date _____	_____	Date _____	
34	Selling Licensee signature <u>Dennis V Carvajal & Mayi De L</u>	Date _____	Listing Licensee signature <u>Helen Jeannie Nicastr</u>	Date _____	

35 Buyer (ART) () and Seller () () acknowledge receipt of a copy of this page.

Residential Sale and Purchase Contract: Comprehensive Addendum

FLORIDA ASSOCIATION OF REALTORS®



1 The clause below will be incorporated into the Contract between CASCAR LLC (Seller)
2 and ALBERT TANO and/or assigns (Buyer) concerning the Property described as
3 2 CASUARINA CONCOURSE CORAL GABLES, FLORIDA 33156 only if initialed by all parties:

4 (ABS) () - () () L. Insurance: (check whichever applies)

5 (1)(a) Homeowners Insurance: If Buyer is unable to obtain comprehensive homeowner's insurance coverage (including
6 windstorm) from a standard carrier or the Citizen's Property Insurance Corporation at a first year annual premium not to exceed \$
7 _____ or _____ % of the purchase price by _____ (the earlier of 30 days after Effective
8 Date or 5 days prior to Closing Date if left blank), Buyer may cancel the Contract by delivering written notice to the Seller.

9 (1)(b) Flood insurance: If Buyer is unable to obtain flood insurance through the National Flood Insurance Program at a first
10 year premium not to exceed \$ _____ or _____ % of the purchase price by _____ (the
11 earlier of 30 days after Effective Date or 5 days prior to Closing Date if left blank), Buyer may cancel the Contract by delivering
12 written notice to the Seller.

13 (2) Flood Insurance: Buyer is notified that the Property is located in an area that: is a defined floodable area and flood
14 insurance is required. was declared a flood disaster area after September 23, 1994 and received federal disaster relief
15 assistance on the condition that flood insurance be obtained in accordance with applicable federal law. Buyer is required to obtain
16 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
17 accordance with applicable federal law with respect to the Property.

18 (3) Flood damage to 1st floor: Buyer acknowledges that there have been no representations or guarantees made
19 by the Seller or Broker regarding the usability of the first floor of the subject property. Buyer is aware that any flood
20 damage to the first floor may result in difficulty in obtaining flood insurance and/or may result in adverse enforcement
21 proceedings by local authorities.

22 (4) Wind-borne Debris Region: Pursuant to Section 627.351, Florida Statutes, a personal lines residential structure that is
23 located in the wind-borne debris region (as defined in Section 1609.2 of the International Building Code) and that has an insured
24 value on the structure of \$750,000 or more is not eligible for coverage by Citizens Property Insurance Corporation unless the
25 structure has shutters or opening protections on all openings and such opening protections complied with the Florida Building
26 Code at the time they were installed.

27 Buyer (ABS) () and Seller () () acknowledge receipt of a copy of this page.

28 FARA-10I 1/09 ©2009 Florida Association of REALTORS® All Rights Reserved Page _____ of Addendum No. _____



Residential Sale and Purchase Contract: Comprehensive Addendum
 FLORIDA ASSOCIATION OF REALTORS®

- 1 The clause below will be incorporated into the Contract between CASCAR LLC (Seller)
 2 and ALBERT TANO and/or assigns (Buyer) concerning the Property described as
 3 2 CASUARINA CONCOURSE CORAL GABLES, FLORIDA 33156 only if initialed by all parties:
- 4 (AT) () - () () U. Assignment: Seller agrees that Buyer may assign this Contract to anyone
 5
 6 Buyer will deliver a copy of the assignment to Seller and will will not be released from the duty to perform this Contract.

7 Buyer (AT) () and Seller () () acknowledge receipt of a copy of this page.
 8 FARA-10u 1/09 ©2009 Florida Association of REALTORS® All Rights Reserved Page ____ of Addendum No. ____

ALBERT R TANO OR
DEBBIE TANO
211 ARVIDA PKWY
CORAL GABLES, FL 33156-2314

2480
63-215/631
BRANCH SA

1/9/20

Date

Pay to the
Order of

Sotlaby's International Realty
Twenty thousand

\$ 20,000⁰⁰/₁₀₀

Dollars



SUNTRUST

ACH RT 061000104

For

MP

⑆063102152⑆1000000829654⑆2480

Harland Clarke

BLUE SHEFFIELD™



**CITY OF CORAL GABLES
HISTORIC SIGNIFICANCE REQUESTS
OF ANY STRUCTURE**

In order to process a request for information as to whether or not a non-designated structure is historically significant prior to a request for a demolition permit in the City of Coral Gables, the following information is required:

1. A survey of the lot in question and all contiguous lots or parcels of land owned by the same property owner. The survey must be signed and sealed by a land surveyor registered and licensed to do business in the United State of Florida. The survey must include the following:
 - a) All lot lines and property lines must be shown and labeled.
 - b) All improvements must be shown (i.e. buildings, wall fences, slabs, driveways, etc.)
 - c) Correct legal description.
 - d) Survey must be current (a current survey is less than five (5) years old and must accurately reflect the existing conditions at the site at the time it is submitted to the Historical Resources Department). The date issued must be clearly marked and the survey must be signed and sealed.

2. A letter of request / intent stating the specifics request, including the address and legal description of the property i.e.:

I would like to know if 6XX Alhambra Circle (Lot 1, Block 1, Coral Gables Section) is historically significant.

3. Color Photographs of the overall site, and of all sides of all the buildings and features on the site (no Polaroid's) labeled.

4. Processing fee: \$100.00 (Ordinance No. 3488)
Checks made payable to: *The City of Coral Gables*

5. Application

**ALL SUBMITTED INFORMATION WILL BE RETAINED BY
THE CITY OF CORAL GABLES AND WILL NOT BE RETURNED.**

Letters for the determination of historical significance should be addressed to:

*The City of Coral Gables
Historical Resources Department
405 Biltmore Way, 2nd Floor
Coral Gables, FL 33134*

CITY OF CORAL GABLES
HISTORIC SIGNIFICANCE REQUEST
OF ANY STRUCTURE

Re-Issue

PROPERTY INFORMATION:

Folio Number: _____

Property Address: _____

Legal Description: _____

Original Date of Construction: _____

Original Architect(s): _____

OWNER INFORMATION:

Owner: _____

Mailing Address: _____
(Please be sure to include City and Zip Code)

Phone number(s): _____

CONTACT INFORMATION:

Applicant Name: _____

Mailing Address: _____
(Please be sure to include City and Zip Code)

Phone number(s): _____

THE FOLLOWING MUST BE PROVIDED AS PART OF THE REQUEST (as detailed on page 1):

- Survey (5 years old or younger)
- Letter of request/intent
- Color Photographs of all sides of all buildings on the site (All photographs submitted must be labeled)
- Processing fee

-Staff Use Only-

EDEN SYSTEM PERMIT # _____

Determination: The property does not meet the minimum eligibility criteria for designation as a local historic landmark at the present time.
 does meet the minimum eligibility criteria for designation as a local historic landmark.

Note: The Historical Resources staff may require review by the Historic Preservation Board if the building to be demolished is considered eligible for local designation.

Any change from the foregoing may only be made upon a demonstration of a change in the material facts upon which this determination was made. Please be advised that this determination does not constitute a development order.

| ONE

Sotheby's
INTERNATIONAL REALTY

1537 San Remo Avenue
Coral Gables, FL 33146
t 305.666.0562
f 305.666.4187
onesothebysrealty.com

February 11, 2010

Jeannie Nicastrì
Coldwell Banker Res. R.E.
1500 San Remo Ave Suite 135
Coral Gables, FL 33146

RE: Albert Tano purchase from Cascar LLC
Property located at **2 Casuarina Concourse Coral Gables, FL 33156**

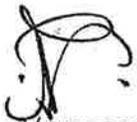
Dear Ms. Nicastrì:

Please be advised that we are in receipt of the initial deposit in the amount of **\$20,000.00 (TWENTY THOUSAND AND 00/100)** representing for the above referenced transaction.

Once these funds have cleared we will have a total amount of **\$20,000.00 (TWENTY THOUSAND AND 00/100)** in our escrow account for this transaction.

Please contact me at 305-666-0562 should you have any questions or need additional information.

Sincerely,



Vanessa Pazmino
Listing Closing Coordinator

cc: file
Mayi de la Vega
Dennis Carvajal