

2 Causarina Concourse

"AS IS" Residential Contract for Sale and Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



RESIDENTIAL REAL ESTATE

1 * PARTIES: Cascar, LLC ("Seller"),
2 * and Bridgeloan Investors, Inc. ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal
4 Property (collectively "Property") pursuant to the terms and conditions of this Residential Contract For Sale
5 And Purchase and any riders and addenda ("Contract");

6 **1. PROPERTY DESCRIPTION:**

7 * (a) Street address, city, zip: 2 Casuarina Concourse Coral Gables 33143

8 * (b) Property is located in: Miami-Dade County, Florida. Real Property Tax ID No: 03-4132-019-0320

9 * (c) Legal description of the Real Property: 32 54 41 Gables Estates No 2 PB 60-37 Lot 32 Blk A Lot Size 85431
10 * Sq Ft OR 18443-0039 0199 4

11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
12 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below.

13 (d) Personal Property: The following items owned by Seller and existing on the Property as of the date
14 of the initial offer are included in the purchase ("Personal Property"): (i) range(s)/oven(s), dishwasher(s),
15 disposal, ceiling fan(s), intercom, light fixtures, rods, draperies and other window treatments, garage door
16 openers, and security gate and other access devices; and (ii) those additional items checked below. If
17 * additional details are necessary, specify below. If left blank, the item below is not included:

- | | | | |
|---|---|---|---|
| <input checked="" type="checkbox"/> Refrigerator(s) | <input checked="" type="checkbox"/> Smoke detector(s) | <input type="checkbox"/> Pool barrier/fence | <input type="checkbox"/> Storage shed |
| <input type="checkbox"/> Microwave oven | <input checked="" type="checkbox"/> Security system | <input checked="" type="checkbox"/> Pool equipment | <input type="checkbox"/> TV antenna/satellite dish |
| <input checked="" type="checkbox"/> Washer | <input type="checkbox"/> Window/wall a/c | <input type="checkbox"/> Pool heater | <input type="checkbox"/> Water softener/purifier |
| <input checked="" type="checkbox"/> Dryer | <input type="checkbox"/> Generator | <input type="checkbox"/> Spa or hot tub with heater | <input checked="" type="checkbox"/> Storm shutters and panels |
| <input checked="" type="checkbox"/> Stand-alone ice maker | <input type="checkbox"/> Above ground pool | | |

The only other items of Personal Property included in this purchase, and any additional details regarding
19 * Personal Property, if necessary, are:

21 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

22 * (e) The following items are excluded from the purchase:

24 * 2. PURCHASE PRICE (U.S. currency): \$ 5,000,000.00

25 * (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 300,000.00

The initial deposit made payable and delivered to "Escrow Agent" named below

(CHECK ONE): accompanies offer or is to be made upon acceptance (Effective Date)

or is to be made within 3 (if blank, then 3) days after Effective Date

29 * Escrow Agent Information: Name: Coldwell Banker Residential Real Estate

30 * Address: 1500 San Remo Avenue # 110 Coral Gables, FL 33146 Phone: (305) 667-4815

31 * E-mail: carol.veal@floridamoves.com Fax: (305) 667-5531

32 * (b) Additional deposit to be delivered to Escrow Agent within _____ (if blank, then 3)
33 * days after Effective Date. \$ _____

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

35 * (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 .. N/A

36 * (d) Other: \$ _____

37 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
38 * transfer or other COLLECTED funds \$ Balance

39 NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD 9.

40 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

41 * (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before November 10,
42 * 2011, this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer.

43 Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the
44 counter-offer is delivered.

45 (b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or
46 initialed this offer or final counter-offer ("Effective Date").

47 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur
48 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
49 * ("Closing") on 30 days from effective date ("Closing Date"), at the time established by the Closing Agent.

Buyer's Initials _____ Page 1 of 10 Seller's Initials _____

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50 5. EXTENSION OF CLOSING DATE:

51 (a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA)
52 notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements,
53 not to exceed 7 days.

54 (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes:
55 (i) disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners'
56 insurance, to become unavailable prior to Closing, Closing will be extended a reasonable time up to 3 days
57 after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind,
58 Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not
59 * occurred within _____ (if left blank, 14) days after Closing Date, then either party may terminate this
60 Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby
61 releasing Buyer and Seller from all further obligations under this Contract.

62 6. OCCUPANCY AND POSSESSION: Unless otherwise stated herein, Seller shall, at Closing, have removed all
63 personal items and trash from the Property and shall deliver occupancy and possession, along with all keys,
64 garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or
65 occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant
66 to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from
67 date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have
68 accepted Property in its existing condition as of time of taking occupancy.

69 * 7. ASSIGNABILITY: (CHECK ONE) Buyer may assign and thereby be released from any further liability
70 * under this Contract; may assign but not be released from liability under this Contract; or may not assign
71 this Contract.

72 FINANCING

73 8. FINANCING:

74 * (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing
75 contingency to Buyer's obligation to close.

76 * (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a conventional FHA
77 * VA loan on the following terms within _____ (if blank, then 30) days after Effective Date ("Loan
78 * Commitment Date") for: (CHECK ONE): fixed, adjustable, fixed or adjustable rate loan in
79 * the principal amount of \$ _____ or _____ % of the Purchase Price, at an initial interest rate
80 * not to exceed _____ % (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a
81 * term of _____ years ("Financing").

82 * Buyer will make mortgage loan application for the Financing within _____ (if blank, then 5) days after
83 Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing
84 ("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about
85 the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and
86 Buyer's lender to disclose such status and progress to Seller and Broker.

87 If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written
88 notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
89 further obligations under this Contract.

90 If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written waiver of
91 this financing contingency, then after Loan Commitment Date Seller may terminate this Contract by
92 delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and
93 Seller from all further obligations under this Contract.

94 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not
95 thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default;
96 (2) Property related conditions of the Loan Commitment have not been met (except when such conditions
97 are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is
98 insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of
99 Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller
100 from all further obligations under this Contract.

101 * (c) Assumption of existing mortgage (see rider for terms).

102 * (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

Buyer's Initials _____
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Seller's Initials _____

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
• Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
• Title search charges (if Paragraph 9(c)(iii) is checked)
• Other:
• HOA/Condominium Association estoppel fees
• Recording and other fees needed to cure title
• Seller's attorneys' fees

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated cost to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
• Recording fees for deed and financing statements
• Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
• Survey (and elevation certification, if required)
• Lender's title policy and endorsements
• HOA/Condominium Association application/transfer fees
• Other:
• Loan expenses
• Appraisal fees
• Buyer's Inspections
• Buyer's attorneys' fees
• All property related insurance

(c) TITLE EVIDENCE AND INSURANCE: At least (if blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and charges for owner's policy endorsements, title search, and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below (CHECK ONE):

(i) Seller will designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or

(ii) Buyer will designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or

(iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ (if blank, \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) SURVEY: At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

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

(f) SPECIAL ASSESSMENTS: At Closing, Seller will pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer will pay all other assessments. If special assessments may be paid in installments (CHECK ONE):

(a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

(b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190 F.S. which lien shall be treated as an ad valorem tax and prorated pursuant to STANDARD K.

Buyer's Initials

Page 3 of 10

Seller's Initials

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151 **DISCLOSURES**

152 **10. DISCLOSURES:**

- 153 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in
- 154 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
- 155 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding
- 156 radon and radon testing may be obtained from your county health department.
- 157 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure,
- 158 Seller does not know of any improvements made to the Property which were made without required
- 159 permits or made pursuant to permits which have not been properly closed.
- 160 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or
- 161 desires additional information regarding mold, Buyer should contact an appropriate professional.
- 162 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood
- 163 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
- 164 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"
- 165 or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may
- 166 terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which
- 167 Buyer accepts existing elevation of buildings and flood zone designation of Property.
- 168 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
- 169 required by Section 553.996, F.S.
- 170 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint rider is
- 171 mandatory.
- 172 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**
- 173 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**
- 174 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 175 (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
- 176 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED**
- 177 **TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**
- 178 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER**
- 179 **PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE**
- 180 **COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- 181 (i) **TAX WITHHOLDING:** If Seller is a Foreign person" as defined by the Foreign Investment in Real Property Tax
- 182 Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash
- 183 at Closing.
- 184 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
- 185 not readily observable and which have not been disclosed to Buyer. Except as stated in the preceding sentence
- 186 or otherwise disclosed in writing: (1) Seller has received no written or verbal notice from any governmental
- 187 entity or agency as to a currently uncorrected building, environmental or safety code violation; and (2) Seller
- 188 extends and intends no warranty and makes no representation of any type, either express or implied, as to the
- 189 physical condition or history of the Property.

190 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

191 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the

192 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date

193 ("AS IS Maintenance Requirement").

194 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

195 (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 0 (if blank, 15) days from

196 Effective Date ("Inspection Period") within which to have such inspections of the Property performed

197 as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that

198 the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice

199 of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this

200 Contract, the Deposit paid shall be immediately returned to Buyer, thereupon, Buyer and Seller shall

201 be released of all further obligations under this Contract; however, Buyer shall be responsible for

202 prompt payment for such inspections, for repair of damage to, and restoration of, the Property

203 resulting from such inspections, and shall provide Seller with paid receipts for all work done on the

204 Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises

205 the right to terminate granted herein, Buyer accepts the physical condition of the Property and any

206 violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but

207 subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any

208 and all repairs and improvements required by Buyer's lender.

Buyer's Initials _____

Seller's Initials _____

- 209 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
210 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
211 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
212 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
213 Maintenance Requirement and has met all other contractual obligations.
- 214 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's
215 inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to
216 Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control
217 relating to improvements to the Property which are the subject of such open or needed Permits, and shall
218 promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to
219 resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary
220 authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates
221 of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or
222 become obligated to expend, any money.
- 223 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
224 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
225 to Buyer.

226 ESCROW AGENT AND BROKER

- 227 13. **ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
228 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
229 within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions
230 of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting
231 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent
232 may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties
233 or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow
234 until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall
235 determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction
236 of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such
237 action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate,
238 except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate
239 broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve
240 escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
241 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
242 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
243 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent.
244 Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is
245 due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing
246 or termination of this Contract.
- 247 14. **PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
248 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
249 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
250 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
252 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
253 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND
254 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,
255 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (Individually, the "Indemnifying Party") each
256 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
257 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees
258 at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection
259 with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
260 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
261 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
262 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
263 recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services
264 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such
265 vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors
266 and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not
267 relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,

Buyer's Initials _____

Page 5 of 10

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268 Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this
269 Contract.

270 **DEFAULT AND DISPUTE RESOLUTION**

271 **15. DEFAULT:**

272 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
273 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the
274 Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this
275 Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further
276 obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity
277 to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon
278 default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however,
279 Cooperating Brokers share shall not be greater than the commission amount Listing Broker had agreed to pay
280 to Cooperating Broker.

281 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
282 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
283 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
284 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
285 performance. This Paragraph 16 shall survive Closing or termination of this Contract.

286 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and
287 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be
288 settled as follows:

289 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
290 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under
291 Paragraph 16(b).

292 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
293 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
294 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
295 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
296 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16
297 shall survive Closing or termination of this Contract.

298 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted
299 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
300 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to
301 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
302 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

303 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

304 **18. STANDARDS:**

305 **A. TITLE:**

306 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
307 Paragraph 9(c), the Title Commitment, with legible copies of Instruments listed as exceptions attached thereto, shall
308 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or
309 before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the
310 amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
311 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
312 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat
313 or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry;
314 (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in
315 width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent
316 years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum);
317 provided, that none prevent use of the Property for RESIDENTIAL PURPOSES. If there exists at Closing any
318 violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be
319 determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with
320 law.

321 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify
322 Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it
323 is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after
324 date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period")
325 after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller,
326 Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will

Buyer's Initials _____

Page 6 of 10

Seller's Initials _____

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327 **STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)**

328 deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will
329 close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's
330 notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of
331 Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days
332 within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure
333 Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date
334 has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or
335 (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from
336 all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects,
337 and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
338 thereby releasing Buyer and Seller from all further obligations under this Contract.

339 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that Improvements located thereon
340 encroach on setback lines, easements, or lands of others; or violate any restrictions, covenants, or applicable
341 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such
342 matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than
343 Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey
344 shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior
345 survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the
346 preparation of such prior survey, to the extent the affirmations therein are true and correct.

347 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
348 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

349 **D. LEASES:** Seller shall, within 5 days after Inspection Period, furnish to Buyer copies of all written leases and
350 estoppel letters from each tenant specifying nature and duration of tenant's occupancy, rental rates, advanced rent
351 and security deposits paid by tenant, and income and expense statements for preceding 12 months ("Lease
352 Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by
353 Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s)
354 to confirm such information. If terms of the lease(s) differ materially from Seller's representations, Buyer may deliver
355 written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing
356 Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
357 further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who
358 shall assume Seller's obligation thereunder.

359 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting; (i) to the absence of any financing
360 statement, claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs
361 to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or
362 repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general
363 contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all
364 such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for
365 improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid
366 or will be paid at Closing.

367 **F. TIME:** Calendar days shall be used in computing time periods. Any time periods provided for in this Contract
368 which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m.
369 (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

370 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
371 liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or
372 prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual
373 transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of
374 Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in
375 part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force
376 Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent
377 performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this
378 Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer
379 and Seller from all further obligations under this Contract.

380 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
381 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described
382 in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by
383 absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

384 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

385 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the
386 attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title

Buyer's Initials _____

Page 7 of 10

Seller's Initials _____

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387 **STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)**

388 insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

389 (ii) **CLOSING DOCUMENTS:** At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale,
390 certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective
391 instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract.
392 Buyer shall furnish and pay for, as applicable, mortgage, mortgage note, security agreement, financing statements,
393 survey, base elevation certification, and other documents required by Buyer's lender.

394 (iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title
395 Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the
396 escrow closing procedure required by **STANDARD J** shall be waived, and Closing Agent shall, **subject to**
397 **COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to
398 Seller.

399 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide
400 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow
401 and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period
402 of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer
403 shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt
404 of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds
405 paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with
406 such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to
407 Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the
408 Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be
409 available to Buyer by virtue of warranties contained in the deed or bill of sale.

410 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of
411 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date; real estate taxes
412 (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents
413 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in
414 which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by
415 prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to
416 Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current
417 year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing
418 occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be
419 prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then
420 taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of
421 year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated
422 based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which,
423 request shall be made to the County Property Appraiser for an Informal assessment taking into account available
424 exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of
425 current year's tax bill. This **STANDARD K** shall survive Closing.

426 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller
427 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,
428 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

429 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
430 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not
431 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed
432 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated
433 cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of
434 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
435 Price). Any unused portion of escrowed amount shall be returned to Seller. If case of restoration exceeds 1.5% of
436 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the
437 Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
438 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

439 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with
440 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate
441 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,
442 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent
443 upon, nor extended or delayed by, such Exchange.

444 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES:** Neither this Contract nor any
445 notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the
446 parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural

Buyer's Initials _____

Page 8 of 10

Seller's Initials _____

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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

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and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of Closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in which the Real Property is located.

X. BUYER WAIVER OF CLAIMS: Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved in the negotiation of this Contract, for any defects or other damage that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> A. Condominium Assn. | <input type="checkbox"/> L. RESERVED | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input checked="" type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> T. Pre-Closing Occupancy | <input type="checkbox"/> AA. Licensee-Personal Interest in Property |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> U. Post-Closing Occupancy | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> E. FHA/VA Financing | <input checked="" type="checkbox"/> P. Pre-1978 Housing Statement (Lead Based Paint) | <input type="checkbox"/> V. Sale of Buyer's Property | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> W. Back-up Contract | _____ |
| <input type="checkbox"/> G. Short Sale | | <input type="checkbox"/> X. Kick-out Clause | _____ |
| <input type="checkbox"/> H. Homeowners' Insurance | | | _____ |
| <input type="checkbox"/> I. FIRPTA | | | _____ |
| <input type="checkbox"/> J. Interest-Bearing Acct. | | | _____ |
| <input type="checkbox"/> K. RESERVED | | | _____ |

*** 20. ADDITIONAL TERMS:**
Pursuant to Section 475.42(1)(j), Fla. Stat., Seller and Buyer hereby grant Broker the right to place a lien on the Property to ensure payment of services rendered. For purposes of this paragraph, Broker will be treated as a party to this Contract.

Buyer's Initials _____ Page 9 of 10 Seller's Initials _____

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COUNTER-OFFER/REJECTION

- 494
- 495 * Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
- 496 deliver a copy of the acceptance to Seller).
- 497 * Seller rejects Buyer's offer.

498 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE
499 OF AN ATTORNEY PRIOR TO SIGNING.

500 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

501 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms
502 and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions
503 should be negotiated based upon the respective interests, objectives and bargaining positions of all interested
504 persons.

505 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO
506 BE COMPLETED.

507 * Buyer: _____ Date: _____
Bridgeman Investors, Inc.

508 * Buyer: _____ Date: _____

509 * Seller: _____ Date: _____
Cascar, LLC

510 * Seller: _____ Date: _____

511	Buyer's address for purposes of notice	Seller's address for purposes of notice
512 *	_____	_____
513 *	_____	_____
514 *	_____	_____

515 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled
516 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent
517 to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage
518 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has
519 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation
520 made by Seller or Listing Broker to Cooperating Brokers.

521 *	<u>Allen Greenwald</u>	<u>Helen Jeanne Nicastri</u>
522	Cooperating Sales Associate, if any	Listing Sales Associate

523 *	<u>South Florida Realty Investors</u>	<u>3%</u>	<u>Coldwell Banker Residential Real Estate</u>	<u>3%</u>
524	Cooperating Broker, if any		Listing Broker	

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Cascar, LLC (SELLER) and Bridgeloan Investors, Inc. (BUYER) concerning the Property described as 2 Casuarina Concourse Coral Gables, FL 33143

Buyer's Initials _____ Seller's Initials _____

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

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

BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE.

Disclosure Summary For Gables Estates Homeowners Association (Name of Community)

- (a) AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
- (b) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
- (c) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 6,000.00 PER year. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____.
- (d) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
- (e) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
- (f) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 60,000.00 PER One Time Membership Fee.
- (g) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
- (h) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
- (i) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

11/4/11 DATE BUYER Bridgeloan Investors, Inc.

DATE BUYER

Lead-Based Paint Disclosure Addendum



Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement

Property Address: 2 Casuarina Concourse Coral Gables, FL 33143 ("Property")

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

Seller's Disclosure

A. Seller acknowledges receipt and review of the Coldwell Banker form, "Complying with the Lead-based Paint Law - Licensee Notice to Seller" prior to completion of this disclosure.

B. Seller is unaware of the presence of lead-based paint and/or lead-based paint hazards at the Property except:

C. Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards at the Property except:

Buyer's Acknowledgment

D. Buyer has received copies of all information listed (if any) above prior to being bound by the terms of the sales contract.

E. Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*, prior to being bound by the terms of the sales contract.

F. Buyer is aware of the right to receive a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment for lead-based paint and lead-based paint hazards at the Property and hereby **waives the opportunity** to conduct a risk assessment unless this box is checked (Check here if Buyer intends to perform a risk assessment). If Buyer elects to perform a risk assessment and lead-based paint and/or lead-based paint hazards are discovered at the Property, Buyer shall have until the end of the 10 day risk assessment period to provide written notice to Seller of cancellation of this Contract.

Licensee Certification/Certification of Accuracy

The real estate licensee(s) who have signed this Addendum certify that the seller has been informed of the seller's obligations under 42 U.S.C. 4852d and the licensee(s) are aware of his/her/their responsibility to ensure compliance.

Buyer, Seller, and the real estate licensees involved in this transaction have reviewed the information above and certify, to the best of their knowledge, that the information provided is true and accurate.

REQUIRED ORDER OF EXECUTION: SELLER, LISTING LICENSEE, BUYER, SELLING LICENSEE

Seller Cascar, LLC Date _____

Buyer Bridgeloan Investors, Inc. 11/9/11 Date _____

Seller Date _____

Buyer Date _____

Listing Licensee (if any) Helen Jeanne Nicastri Date _____

Selling Licensee (if any) Allen Greenwald Date _____

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Owned and Operated by NRT LLC - An Equal Housing Company



MIAMI-DADE COUNTY
OFFICE OF THE PROPERTY APPRAISER
PROPERTY SEARCH SUMMARY REPORT

Honorable Pedro J. Garcia
Property Appraiser

Property Information:	
Folio	03-4132-019-0320
Property Address	2 CASUARINA CONC
Owner Name(s)	CASCAR LLC
Mailing Address	2800 PONCE DE LEON BLVD #1125 CORAL GABLES FL 33134
Primary Zone	0100
Use Code	0001
Beds/Baths/Half	4/6/1
Floors	2
Living Units	1
Adj. Sq. Footage	11,183
Lot Size	85,431 SQ FT
Year Built	1966
Legal Description	32 54 41 GABLES ESTATES NO 2 PB 60-37 LOT 32 BLK A LOT SIZE 85431 SQ FT OR 18443-0039 0199 4 OR 26917-2289 0609 11



Aerial Photography 2010

Assessment Information:		
	Current	Previous
Year	2012	2011
Land Value	\$6,321,894	\$6,321,894
Building Value	\$726,364	\$726,364
Market Value	\$7,048,258	\$7,048,258
Assessed Value	\$7,048,258	\$7,048,258

Exemption Information:		
	Current	Previous
Year	2012	2011
Homestead	\$0	\$0
2nd Homestead	\$0	\$0
Senior	\$0	\$0
Veteran Disability	\$0	\$0
Civilian Disability	\$0	\$0
Widow(er)	\$0	\$0

Taxable Value Information:		
	Current	Previous
Year	2012	2011
	Exemption/Taxable	Exemption/Taxable
County	\$0 / \$7,048,258	\$0 / \$7,048,258
School Board	\$0 / \$7,048,258	\$0 / \$7,048,258
City	\$0 / \$7,048,258	\$0 / \$7,048,258
Regional	\$0 / \$7,048,258	\$0 / \$7,048,258

Sale Information:			
Date	Amount	Recording Book-Page	Qualification Code
6/2009	\$3,670,560	26917-2289	Corrective deed, quit claim deed, or tax deed; Deed bearing Florida Documentary Stamp at the minimum rate prescribed under Chapter 201, F.S.; Transfer of ownership where no doc stamps were paid; or, Transfer of ownership by other than a deed such as a final judgement or court order.

5/2009	\$100	26917-2292	Corrective deed, quit claim deed, or tax deed; Deed bearing Florida Documentary Stamp at the minimum rate prescribed under Chapter 201, F.S.; Transfer of ownership where no doc stamps were paid; or, Transfer of ownership by other than a deed such as a final judgement or court order.
5/2009	\$917,640	26917-2287	Corrective deed, quit claim deed, or tax deed; Deed bearing Florida Documentary Stamp at the minimum rate prescribed under Chapter 201, F.S.; Transfer of ownership where no doc stamps were paid; or, Transfer of ownership by other than a deed such as a final judgement or court order.
2/2008	\$0	26236-1332	Sales which are disqualified as a result of examination of the deed
1/1999	\$0	18443-0039	Sales which are disqualified as a result of examination of the deed

Disclaimer:

The Office of the Property Appraiser and Miami-Dade County are continually editing and updating the tax roll and GIS data to reflect the latest property information and GIS positional accuracy. No warranties, expressed or implied, are provided for data and the positional or thematic accuracy of the data herein, its use, or its interpretation. Although this website is periodically updated, this information may not reflect the data currently on file at Miami-Dade County's systems of record. The Property Appraiser and Miami-Dade County assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any information provided herein. See Miami-Dade County full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>.

Property information inquiries, comments, and suggestions email: pawebmail@miamidade.gov
GIS inquiries, comments, and suggestions email: gis@miamidade.gov

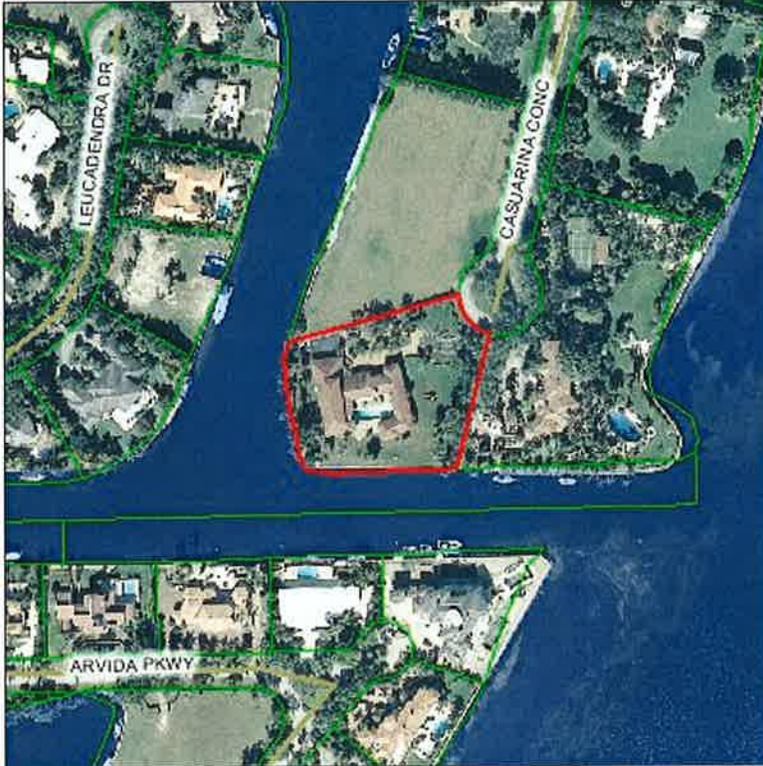
Generated on: Monday, August 27, 2012

My Home
Miami-Dade County, Florida



miamidade.gov

Property Information Map



Aerial Photography - 2009

0 137 ft

This map was created on 4/17/2012 11:17:07 AM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.



Close

Summary Details:

Folio No.:	03-4132-019-0320
Property:	2 CASUARINA CONC
Mailing Address:	CASCAR LLC 2800 PONCE DE LEON BLVD #1125 CORAL GABLES FL 33134-

Property Information:

Primary Zone:	1400 SINGLE FAMILY RESIDENCE
CLUC:	0001 RESIDENTIAL - SINGLE FAMILY
Beds/Baths:	4/6
Floors:	2
Living Units:	1
Adj Sq Footage:	11,183
Lot Size:	85,431 SQ FT
Year Built:	1966
Legal Description:	32 54 41 GABLES ESTATES NO 2 PB 60-37 LOT 32 BLK A LOT SIZE 85431 SQ FT OR 18443-0039 0199 4 OR 26917-2289 0609 11

Assessment Information:

Year:	2011	2010
Land Value:	\$6,321,894	\$6,321,894
Building Value:	\$726,364	\$726,364
Market Value:	\$7,048,258	\$7,048,258
Assessed Value:	\$7,048,258	\$7,048,258

Taxable Value Information:

Year:	2011	2010
Applied Exemption/ Taxable Value:		
Applied Exemption/ Taxable Value:		
Regional:	\$0/\$7,048,258	\$0/\$7,048,258
County:	\$0/\$7,048,258	\$0/\$7,048,258
City:	\$0/\$7,048,258	\$0/\$7,048,258
School Board:	\$0/\$7,048,258	\$0/\$7,048,258

Sale Information:

Sale Date:	6/2009
Sale Amount:	\$3,670,560
Sale O/R:	26917-2289
Sales Description:	Corrective deed, quit claim deed, or tax deed; Deed bearing Florida Documentary Stamp at the minimum rate prescribed under Chapter 201, F.S.; Transfer of ownership where no doc stamps were paid; or, Transfer of ownership by other than a deed such as a final judgement or court order.

[View Additional Sales](#)

CFN 2009RD462118
OR Bk 26917 Pgs 2289 - 2290 (2pgs)
RECORDED 06/25/2009 15:09:25
DEED DOC TAX 22,023.60
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by and return to:
Evan D. Seif, Esq.
Breier, Seif, Silverman & Schermer, P.A.
2800 Ponce De Leon Boulevard, Suite 1125
Coral Gables, Florida 33134-4919

Property Appraisers Parcel Identification (Folio) Number(s): 03-4132-019-0320

THIS QUIT-CLAIM DEED, executed this 5 day of June, 2009 by CHRIS J. LANDON, a single man, first party, to DONALD CARLIN, CHRIS J. LANDON and NORTHERN TRUST, N.A., as Co-Personal Representatives of the ESTATE OF B CARLIN pending in the Probate Division of the Circuit Court in and for Miami-Dade County, Florida referenced by Case No. 07-4085, whose post office address is c/o 2800 Ponce De Leon Boulevard, Suite 1125, Coral Gables, Florida 33134, second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representative, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, that the said first party, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Miami-Dade, State of Florida, to wit:

Lot 32, Block A, of GABLES ESTATES UNIT 2, according to the Plat thereof, as recorded in Plat Book 60, at Page 37, of the Public Records of Miami-Dade County, Florida.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Charles Keith Kimbrough
Charles Keith Kimbrough
Printed Name

[Signature] L.S.
CHRIS J. LANDON
339 Sylvan Acres Road
Waynesville, NC 28785

James Wesley Evans
James Wesley Evans
Printed Name

State of North Carolina)
County of Haywood)

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared CHRIS J. LANDON, a single man, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: Chris J. Landon and that an oath (was) (was not) taken.

Witness my hand and official seal in the County and State last aforesaid this 5 day of June, A.D. 2009.

Notary Rubber Stamp Seal:
9-07-2013

Heather D Reid
Notary Public

Heather D Reid
Printed Name of Notary Public

K:\CLIENTS\C\CARLIN, DON\Real Estate\Quit Claim Deed.doc



CFN 2009R0462118
DR Bk 26917 Pgs 2289 - 2290 (2pgs)
RECORDED 06/25/2009 15:09:25
DEED DOC TAX 22,023.60
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by and return to:
Evan D. Seif, Esq.
Breier, Seif, Silverman & Schermer, P.A.
2800 Ponce De Leon Boulevard, Suite 1125
Coral Gables, Florida 33134-4919

Property Appraisers Parcel Identification (Folio) Number(s): 03-4132-019-0320

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(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representative, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, that the said first party, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Miami-Dade, State of Florida, to wit:

Lot 32, Block A, of GABLES ESTATES UNIT 2, according to the Plat thereof, as recorded in Plat Book 60, at Page 37, of the Public Records of Miami-Dade County, Florida.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Charles Keith Kimbrough
Charles Keith Kimbrough
Printed Name

[Signature] L.S.
CHRIS J. LANDON
339 Sylvan Acres Road
Waynesville, NC 28785

James Wesley Evans
James Wesley Evans
Printed Name

State of North Carolina)
County of Haywood)

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared CHRIS J. LANDON, a single man, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: Chris J. Landon and that an oath (was) (was not) taken.

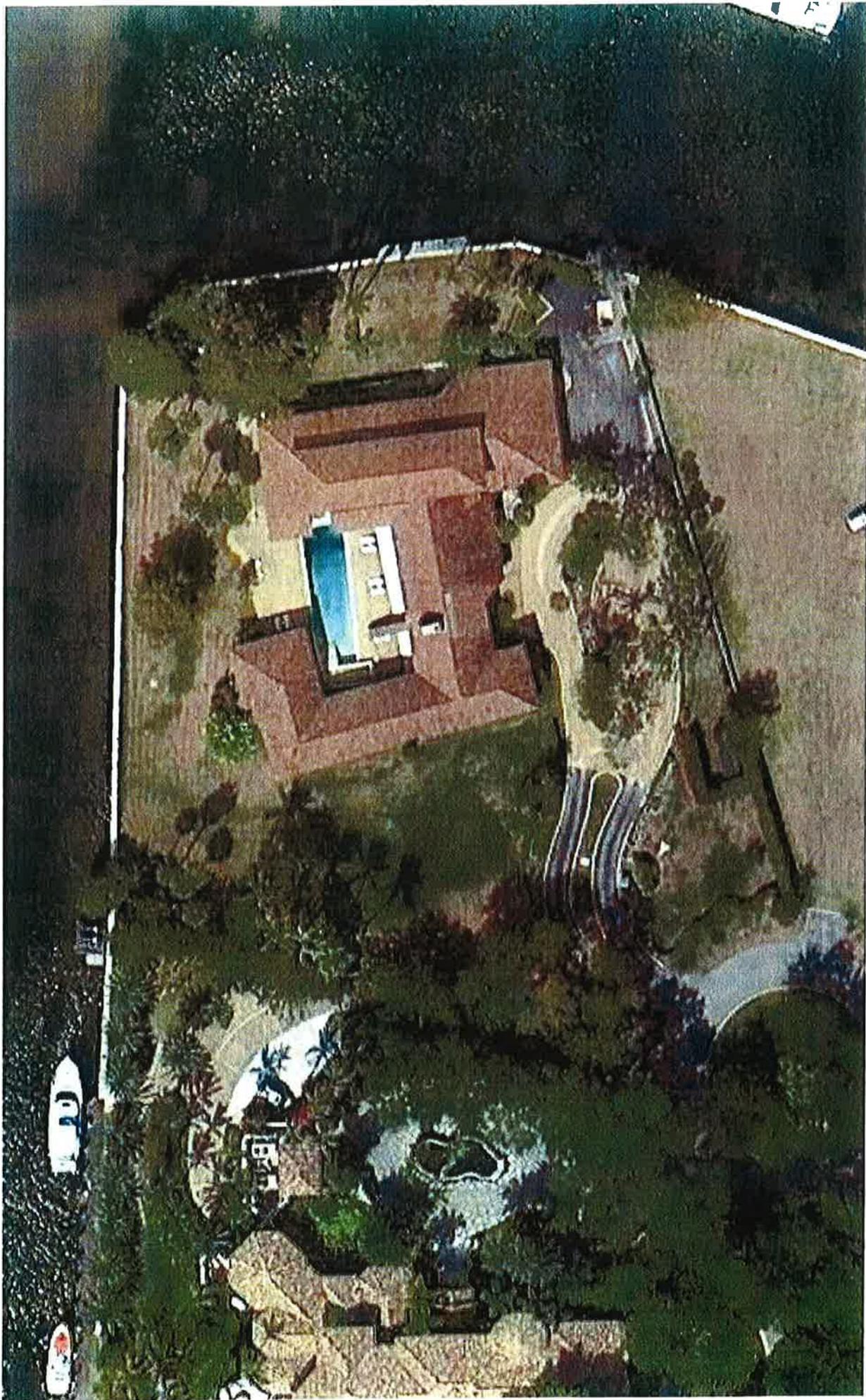
Witness my hand and official seal in the County and State last aforesaid this 5 day of June, A.D. 2009.

Notary Rubber Stamp Seal:
9-07-2013

Heather D Reid
Notary Public

Heather D Reid
Printed Name of Notary Public

K:\CLIENTS\C\CARLIN, DON\Real Estate\Quit Claim Deed.doc





A.R.T. ENVIRONMENTAL, INC.

◆◆◆ SERVING SOUTH FLORIDA SINCE 1999 ◆◆◆

269 NORTHEAST 166TH STREET • NORTH MIAMI BEACH, FLORIDA 33162

PHONE: (305) 949-5550 • TOLL FREE FAX: (866) 748-1264

ASBESTOS BUSINESS LICENSE # ZA0000266 • ASBESTOS ABATEMENT CONTRACTOR # CJC056718

FLORIDA LEAD BASED PAINT ABATEMENT CERTIFICATE # FL-15572-1

PROPOSED CONTRACT

Between the Client:

Toma Title Group, Inc
Mabel C. Cardona
340 Minorca Avenue, Suite One
Coral Gables, FL 33134

And the Contractor:

ART Environmental, Inc.
269 Northeast 166th Street
Miami, Florida 33162

For the Project:

Commercial Building
2 Casuarina Concourse
Coral Gables, Florida

May 12, 2010

ASBESTOS ABATEMENT

ART-Bid-2010-0550

ARTICLE 1. CONTRACT DOCUMENTS:

- 1.1 All documents noted herein shall be provided to the Contractor by the Owner. These contract documents represent the entire agreement of both parties and supersede any prior oral or written agreement. Contract subject to acceptance within 30 calendar days from the above date, and is void thereafter at the option of the contractor.

ARTICLE 2. SCOPE OF WORK

- 2.1 Removal of asbestos containing spray applied ceiling texture from 1st & 2nd floors (Approx 3,167 S.F.)
Removal of asbestos containing pipe elbow insulation (45 Elbows)
Removal of asbestos containing A/C duct insulation (290 L.F.)
Removal of asbestos containing chiller pipe insulation (250 L.F.)
Removal of asbestos containing linoleum maids room (276 L.F.)
Asbestos Post Job Sampling
Asbestos Waste Disposal and Waste Manifest

ARTICLE 3. THE CONTRACT PRICE

- 3.1 The purchase price of the project shall be for the sum of:
\$28,523.00

ARTICLE 4. MOBILIZATION PAYMENT

- 4.1 The the following mobilization payment is required prior to commencement.
\$8,556.90

ARTICLE 5. PROGRESS PAYMENTS & FINAL PAYMENT

- 5.1 No progress payment is required for this project.
\$0.00
- 5.2 Payment of the balance will be due at the completion.
\$19,966.10

ARTICLE 6. CONTRACTOR

- 6.1 Work shall be in accordance to the provisions of the plans and specifications. All systems shall be in good working order.
- 6.2 Work to be completed in a workmanlike manner according to standard practices. Contractor shall follow and comply to all State, Local and Federal guidelines.



- 6.3 A.R.T. Environmental, Inc., is fully aware of and fully informed of its obligations of Executive order 11246 and title 41 of the Code of Federal Regulations, Part 60 and where applicable, shall comply with the requirements of that order, 41 CFR, part 60 and all orders, rules, and regulations promulgated thereunder, unless exempted there from.

ARTICLE 7. OWNER

- 7.1 The Owner shall communicate with subcontractors only through the Contractor.
- 7.2 The Owner will not assume any liability or responsibility, nor have control over or charge of construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the project, since these are solely the Contractor's responsibility.
- 7.3 Electric and bathroom facilities will be provided by the owner.
- 7.4 All movable items must be removed prior to commencement.

ARTICLE 8. CHANGE ORDERS

- 8.1 A Change Order is any change to the original plans and/or specifications. All change orders need to be agreed upon in writing, including cost, additional time considerations, approximate dates when the work will begin and be completed, a legal description of the location where the work will be done and signed by both parties. 50% of the cost of each change order will be paid prior to the change, with the final 50% paid upon completion of the change order.

ARTICLE 9. INSURANCE

- 9.1 The Owner will purchase and maintain property insurance to the full and insurable value of the project, in case of a fire, vandalism, malicious mischief or other instances that may occur.
- 9.2 The Contractor shall purchase and maintain needed Workman's Compensation and Liability insurance coverage as required by law and deemed necessary for his own protection.

ARTICLE 10. GENERAL PROVISIONS

- 10.1 If conditions are encountered at the construction site which are subsurface or otherwise concealed physical conditions or unknown physical conditions of an unusual nature, which differ naturally from those ordinarily found to exist and generally recognized as inherent in construction activities, the Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, and/or time required for, performance of any part of the work, will negotiate with the Contractor an equitable adjustment in the contract sum, contract time or both.
- 10.2 Contractor not responsible for damages to walls/fixtures due to the use of adhesives.

ARTICLE 11. ARBITRATION OF DISPUTES

- 11.1 Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

ARTICLE 12. TERMINATION OF THE CONTRACT

- 12.1 Should the Owner or Contractor fail to carry out this contract, with all of its provisions, the following options and stipulations shall apply:



- 12.1.1 If the Owner or the Contractor shall default on the contract, the non-defaulting party may declare the contract is in default and proceed against the defaulting party for the recovery of all damages incurred as a result of said breach of contract, including a reasonable attorney's fee. In the case of a defaulting Owner, the Earnest money herein mentioned shall be applied to the legally ascertained damages.
- 12.1.2 In the event of a default by the Owner or Contractor, the non-defaulting party may state his intention to comply with the contract and proceed for specific performance.
- 12.1.3 In the case of a defaulting Owner, the Contractor may accept, at his option the earnest money as shown herein as liquidated damages, should earnest money not cover the expenses to date, the Contractor may make claim to the Owner for all work executed and for proven loss with respect to equipment, materials, tools, construction equipment and machinery, including reasonable overhead, profit and damages applicable to the property less the earnest money.

ARTICLE 13. ACCEPTANCE

By execution of this document, I agree to have read and fully understand all statements and implications of this document. I agree to explicitly abide by and follow the above conditions as listed in this agreement.

Contractor's Signature, Derek Keung

May 12, 2010

Date

Accepted By: Signature

Date



AC# 4013811

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ASBESTOS LICENSING UNIT

SEQ# L08091704480

DATE	BATCH NUMBER	LICENSE NBR
09/17/2008	088067574	CJC056718

The ASBESTOS CONTRACTOR
Named below IS LICENSED
Under the provisions of Chapter 469 FS.
Expiration date: NOV 30, 2010
(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)
FRONT, ALEXANDER
269 NE 166TH STREET
NORTH MIAMI BEACH FL 33162

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY

AC# 4718181

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ASBESTOS LICENSING UNIT

SEQ# L09111201108

DATE	BATCH NUMBER	LICENSE NBR
11/12/2009	098088547	ZA0000266

The ASBESTOS BUSINESS ORGANIZATION
Named below IS LICENSED
Under the provisions of Chapter 469 FS.
Expiration date: NOV 30, 2011

A.R.T. ENVIRONMENTAL, INC.
ALEXANDER FRONT
16604 NE 3RD AVENUE
NORTH MIAMI BEACH FL 33162

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY



United States Environmental Protection Agency

This is to certify that



ART Environmental, Inc

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402(a)(1), and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226.

In the Jurisdiction of:

Florida

This certification is valid from the date of issuance and expires July 13, 2010

Joanne Bernante

Joanne Bernante, Chief

Pesticides and Toxic Substances Branch

FL-15572-1

Certification #

JUL 10 2010

Issued On







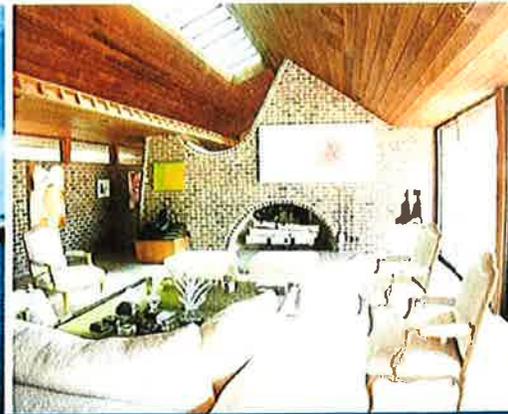
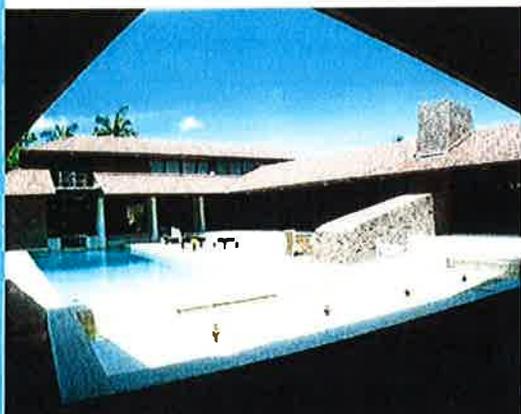
GABLES ESTATES

2 Casuarina Concourse

Prestigious Gables Estates, cul de sac location, on its own private peninsula of 1.96 acres of land with gorgeous views down the length of the waterway and partial bayfront views. Restore or renovate the approx 11,000 SF residence designed by Alfred Browning Parker and features old brick, curved wood ceilings and marble flooring. The main house has 4 bedrooms, plus powder room and an additional outside staff quarters with bath. A separate guest house is directly on the waterway. The rectangular pool is over 70 feet long and there are abundant patios, terraces

~~\$12,980,000~~

\$11,000,000



HELEN JEANNE NICASTRI
INTERNATIONAL MARKETING SPECIALIST
305-332-4534
786-268-8880
jeanne@floridaluxuryhomes.com
www.floridaluxuryhomes.com



Alfred Browning Parker Architectural Statement

Gables Estates, Florida

Address: 2 Casuarina Concourse

Living Area: 11,183 sq. ft.

Year Built: 1966

Architect: Alfred Browning Parker

Lot Size: 85,431 sq. ft. (1.96 acres)

Beds/Baths: 4 bedrooms, 6 full baths, 1 half bath

Living Room: Curved Wood Ceiling
Clearstory Windows
Local Limestone and Wood

Library: 2nd Story Library

Boat/Dock:

Homeowners Assoc: Gables Estates \$6,000 Annual Fee
\$30,000 One Time Fee

or Information or to schedule a showing:

HELEN JEANNE NICASTRI

Previews Property Specialist

786.268.8880 Office • 305.332.4534 Cell Jeanne • 305.662.5509 Private Fax

www.floridaluxuryhomes.com

Helen Jeanne Nicastri

Information is believed accurate but is not warranted

2012 LIMITED LIABILITY COMPANY ANNUAL REPORT

**FILED
Mar 16, 2012
Secretary of State**

DOCUMENT# L09000041828

Entity Name: CASCAR, LLC

Current Principal Place of Business:

2800 PONCE DE LEON BLVD., SUITE 1125
MIAMI, FL 33134

New Principal Place of Business:

Current Mailing Address:

2800 PONCE DE LEON BLVD., SUITE 1125
MIAMI, FL 33134

New Mailing Address:

FEI Number: FEI Number Applied For () FEI Number Not Applicable (X) Certificate of Status Desired ()

Name and Address of Current Registered Agent:

Name and Address of New Registered Agent:

SEIF, EVAN D
2800 PONCE DE LEON BLVD., SUITE 1125
MIAMI, FL 33134 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

MANAGING MEMBERS/MANAGERS:

Title: MGR
Name: NORTHERN TRUST, N.A.
Address: 700 BRICKELL AVENUE
City-St-Zip: MIAMI, FL 33133

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: NORTHERN TRUST BANK, N.A. MGR 03/16/2012

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

Property Detail Report

For Property Located At



CoreLogic

RealQuest Professional

2 CASUARINA CONCOURSE, MIAMI, FL 33143-6502**Owner Information:**

For Sale

Owner Name: **CASCAR LLC**
 Mailing Address: **2800 PONCE DE LEON BLVD #1125, CORAL GABLES FL 33134-6919 C030**
 Phone Number: Vesting Codes: **// CO**

Location Information:

Legal Description: **32 54 41 GABLES ESTATES NO 2 PB 60-37 LOT 32 BLK A LOT SIZE 85431 SQ FT OR 18443-0039 0199 4**
 County: **DADE, FL** APN: **03-4132-019-0320**
 Census Tract / Block: **80.00 / 2** Alternate APN: **03-41-32-019-0320**
 Township-Range-Sect: **54-41-32** Subdivision: **GABLES ESTATES 02**
 Legal Book/Page: **60-37** Map Reference: **263 / 15B**
 Legal Lot: **32** Tract #: **02**
 Legal Block: **A** School District: **CORAL GABLES**
 Market Area: **41** Munic/Township: **CORAL GABLES**
 Neighbor Code:

Owner Transfer Information:

Recording/Sale Date: **06/25/2009 / 06/15/2009** Deed Type: **PERSONAL REPRESENTATIVE'S DEED**
 Sale Price: 1st Mtg Document #:
 Document #: **26917-2295**

Last Market Sale Information:

Recording/Sale Date: **06/25/2009 / 06/05/2009** 1st Mtg Amount/Type: **/**
 Sale Price: **\$3,670,600** 1st Mtg Int. Rate/Type: **/**
 Sale Type: 1st Mtg Document #: **/**
 Document #: **26917-2289** 2nd Mtg Amount/Type: **/**
 Deed Type: **QUIT CLAIM DEED** 2nd Mtg Int. Rate/Type: **/**
 Transfer Document #: Price Per SqFt: **\$328.23**
 New Construction: Multi/Split Sale:

Title Company: **ATTORNEY ONLY**

Lender:

Seller Name: **LANDON CHRIS J****Prior Sale Information:**

Prior Rec/Sale Date: **06/25/2009 / 05/29/2009** Prior Lender:
 Prior Sale Price: **\$917,700** Prior 1st Mtg Amt/Type: **/**
 Prior Doc Number: **26917-2287** Prior 1st Mtg Rate/Type: **/**
 Prior Deed Type: **QUIT CLAIM DEED**

Property Characteristics:

Gross Area:	11,183	Parking Type:	Construction:	CONCRETE BLOCK
Living Area:	11,183	Garage Area:	Heat Type:	
Tot Adj Area:	11,183	Garage Capacity:	Exterior wall:	CONCRETE BRICK COMPOSITION
Above Grade:		Parking Spaces:	Porch Type:	
Total Rooms:		Basement Area:	Patio Type:	CONCRETE/MASONRY PATIO
Bedrooms:	4	Finish Bsmnt Area:	Pool:	COMMERCIAL
Bath(F/H):	6 /	Basement Type:	Air Cond:	
Year Built / Eff:	1966 / 1966	Roof Type:	Style:	
Fireplace:	/	Foundation:	Quality:	
# of Stories:	2.00	Roof Material:	Condition:	
Other Improvements:				

Site Information:

Zoning:	R-16	Acres:	1.96	County Use:	SINGLE FAMILY (01)
Lot Area:	85,431	Lot Width/Depth:	x	State Use:	SINGLE FAMILY (01)

Land Use:	SFR	Res/Comm Units:	1 /	Water Type:	
Site Influence:	WATERFRONT			Sewer Type:	
Tax Information:					
Total Value:	\$8,322,440	Assessed Year:	2011	Property Tax:	\$167,450.06
Land Value:	\$6,321,894	Improved %:	24%	Tax Area:	0300
Improvement Value:	\$2,000,546	Tax Year:	2011	Tax Exemption:	
Total Taxable Value:	\$8,322,440				

SEAN LILLY
AL SPRINGER
ROOFING CO

880 S.W. 86th Avenue Miami, FL 33144
Tele: 305.264.4448 • Fax: 305.264.4462
Toll Free Number: 1-800-545-5872
www.seanlillyroofing.com

Licensed & Insured CCH C053255

Date: 5/11/2010
Office Phone: 305-441-9021
Fax: Phone:
Job Site Phone:
Cellular Phone:



PROPOSAL SUBMITTED TO:

Name: Toma Title Company
Attn: Mabel
Address: 340 Minorca Ave #1
City/State/Zip: Miami, FL 33134

JOB NAME & INFORMATION:

Jobsite Name: Cascar LLC
Attn:
Jobsite Address: 2 Casuarina Concourse
City/State/Zip: Coral Gables, FL 33146

Description of work performed

Roof Inspection

1 & 2 Story Ludowicht Flat Tile Roof:

At the time of inspection I found the roof to be in extremely poor condition. Roof had several repairs made which showed signs of current leakage: chimney, front valley, both master flat roof balconies, and several other areas throughout roof. In addition, there are approximately 100 broken and missing tiles throughout the roof.

This roof cannot be repaired due to age and condition.

Re-roof proposal based on Ludowicht tile and balcony areas \$510,000.00.

Sean Lee Lilly

