

IN THE **CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI -DADE COUNTY, FLORIDA**

CASE NO.: 07-43672 CA 09

STATE OF FLORIDA, OFFICE OF
FINANCIAL REGULATION,

Plaintiff,

vs.

BERMAN MORTGAGE CORPORATION,
a Florida corporation, M.A.M.C.
INCORPORATED, a Florida corporation,
DANA J. BERMAN, as Owner and Managing
Member,

Defendants,

and,

DB ATLANTA, LLC, a Florida limited liability
company, et al.,

Relief Defendants.

NOTICE OF FILING

Receiver, Michael I. Goldberg, Esq., ("Receiver"), by and through undersigned counsel, hereby gives Notice of Filing the attached Residential Sale and Purchase Contract in support of Receiver's Motion For A Court Order Approving The Settlement Agreement Resolving The Claims of Daren Schwartz And Patricia Marques And For An Order Authorizing Receiver To Distribute The Remaining Funds of Normandy Holdings II, LLC.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by Electronic Mail and U.S. Mail on this **16th day of July 2009**, to:

Cristina Saenz
Assistant General Counsel
STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION
401 N.W. 2nd Avenue, Suite N-708
Miami, Florida 33128

Alan M. Sandler, Esquire
*Counsel for Defendants, Joel and Deborah Sokol,
Darlene Levasser, Robert Dzimidas IRA,
Lawrence Meyer IRA, Lawrence Meyer Roth IR
and Mary Joe Meyer SD IRA and Mary Joe Meyer Roth IRA*
SANDLER & SANDLER
117 Aragon Avenue
Coral Gables, Florida 33134

Allan A. Joseph, Esquire
*Counsel for The Amadi Companies and
Amedia Family Investors*
DAVID AND JOSEPH, P.L.
1001 Brickell Bay Drive, Suite 2002
Miami, Florida 33131

Charles W. Throckmorton, Esquire
Attorneys for Dana Berman
KOZYAK TROPIN THROCKMORTON, P.A.
2525 Ponce de Leon Boulevard, 9th Floor
Coral Gables, Florida 33134

Paul Huck, Esquire
Dean C. Colson, Esquire
COLSON HICKS EIDSON
255 Aragon Avenue, Second Floor
Coral Gables, Florida 33134

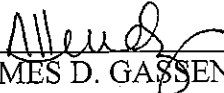
Jason S. Miller, Esquire
Counsel for Flagstar Bank
ADORNO & YOSS, LLP
2525 Ponce de Leon Boulevard, Suite 400
Coral Gables, Florida 33134

William F. Fink, Esquire
Jacob J. Liro, Esquire
Counsel for Axis Surplus Ins. Co.
WICKER SMITH O'HARA MCCOY AND FORD, P.A.
Grove Plaza, 5th Floor
2900 SW 28th Terrace
Miami, FL 33133

Mr. Jared Gelles
Counsel for Daren Schwartz
RAFFERTY, STOLZENBERG, GELLES, TENENHOLTZ & FLYNN, P.A.
1401 Brickell Avenue
Suite 825
Miami, FL 33131

Respectfully submitted,

BERGER SINGERMAN
Attorneys for Receiver, Michael Goldberg
1000 Wachovia Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131
Phone: (305) 755-9500 / Fax: (305) 714-4340

By: 
JAMES D. GASSENHEIMER
Florida Bar No. 959987
E-Mail: jgassenheimer@bergersingerman.com
ARIADNA HERNANDEZ
Florida Bar No. 020953
E-Mail: ahernandez@bergersingerman.com

cc: The Honorable Thomas Wilson, Jr. (*via Hand-Delivery*)
Michael Goldberg, Esq., as Receiver (*via e-mail*)
The Investor(s)/Lender(s) Group (*via e-mail*)
Posted to the Berman Mortgage Website

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Court Administrator's office at 305-349-7000 no later than seven (7) days prior to the proceeding. If you are hearing impaired, call (TDD) 1-800-955-8771 no later than seven (7) business days prior to such proceeding; if you are voice impaired, call 1-800-955-8770 no later than seven (7) business days prior to such proceeding.

766 4989

Residential Sale and Purchase Contract

FLORIDA ASSOCIATION OF REALTORS®

1. SALE AND PURCHASE: Normandy Holdings, LLC ("Seller")
and Alfredo Roberto Missair and Andres Missair ("Buyer")

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

Address: 193-2 North Shore Drive #2
Miami Beach, Florida 33141 County: Dade

Legal Description: NORMANDY GOLF COURSE PG 44-62 PORT OF LOTS 1 THRU 6 BLK 57 K/A AVANTI AT THE VLGs
OF NORMANDY ISLE PER OR 24144-3688 AKA PARCEL 193-2 Tax ID No: 02-32-03-007-1511

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:

The following attached items are excluded from the purchase:

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

2. PURCHASE PRICE: \$ 3,300,000 ~~\$ 3,100,000~~ ~~\$ 3,000,000~~ PAYABLE AND FINANCING

(a) \$ 7,500.00 Deposit received (checks are subject to clearance) on UPON ACCEPTANCE by JERRY CANTOR, ESQ. ESCROW ("Escrow Agent") for delivery to JERRY CANTOR, ESQ. ESCROW ("Escrow Agent")

Signature: _____
Name of Company: _____
(Address of Escrow Agent) _____
(Phone # of Escrow Agent) _____

(b) \$ TO EQUAL 10% Additional deposit to be delivered to Escrow Agent by _____ or 15 days from Effective Date. (10 days if left blank)

(c) \$ 80% Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ _____ Other: _____

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

CLOSING

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

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

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55 5. CLOSING PROCEDURE; COSTS; Closing will take place in the county where the Property is located and may be conducted
56 by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and
57 recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as
58 per 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
78 agent and will pay for the owner's title policy, search, examination and related charges or Buyer will select the title
79 agent and pay for the owner's title policy, search, examination and related charges or Buyer will select the title agent
80 and Seller will pay 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
86 the Property. If taxes and assessments for the current year cannot be determined, taxes shall be prorated on the basis of
87 taxes for the preceding year as of the day before Closing Date and shall be computed and readjusted when the current taxes
88 are 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
90 shall be prorated based on the prior year's millage and at an equitable assessment to be agreed upon by the parties prior to
91 Closing Date, failing which, request will be made to the County Property Appraiser for an informal assessment taking into
92 consideration available exemptions. If the County Property Appraiser is unable or unwilling to perform an informal
93 assessment prior to Closing Date, Buyer and Seller will split the cost of a private appraiser to perform an assessment prior
94 to Closing Date. Nothing in this 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
96 full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the
97 assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing,
98 and Buyer will pay all other amounts. If special assessments may be paid in installments Buyer Seller (if left blank,
99 Buyer) shall pay installments due after closing. If Seller is checked, Seller will pay the assessment in full prior to or at the
100 time of closing. Public 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 cost
104 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 _____,
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 blank); and the
110 walk-through inspection on the day before Closing Date or any other time agreeable to the parties; and the survey referenced in
111 Paragraph 10(c) by _____ (at least 5 days prior to closing if left blank).

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

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

116 (a) Energy Efficiency: Buyer acknowledges receipt of the energy-efficiency information brochure required by Section
117 553.998, 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 state
120 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained
121 from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person test the
122 Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon level to an
123 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
127 built below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days
128 from 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 BUYER HAS
131 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
160 working condition until closing; that the structures (including roofs, doors and windows) and pool, if any, are structurally
161 sound and watertight; and that torn or missing screens and missing roof tiles will be repaired or replaced. Seller
162 warrants that all open permits will be closed out and that Seller will obtain any required permits for improvements to
163 the Property prior to Closing Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the
164 cosmetic condition resulted from a defect in a warranted item. Seller is not obligated to bring any item into compliance
165 with existing building code regulations unless necessary to repair a warranted item. "Working condition" means operating
166 in the manner in which the item was designed to operate and "cosmetic conditions" means aesthetic imperfections
167 that 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

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

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the inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the portion of inspector's written report dealing with such items to Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller's warranty and accepts the items listed in subparagraph (a) in their "as is" conditions, except that Seller must meet the maintenance requirement.

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

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

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

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

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

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.

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

- (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.
- (2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

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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 Seller
 243 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.

MISCELLANEOUS

11. EFFECTIVE DATE; TIME; FORCE MAJEURE:

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

272 12. NOTICES: All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or
 273 electronic media. Except for the notices required by Paragraph 3 of this Contract, Buyer's failure to deliver timely written
 274 notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that
 275 contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, document
 276 or item delivered to or received by an attorney or licensee (including a transaction broker) representing a party will be
 277 as effective as if 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 inserted
 283 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
 287 terms "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.

DEFAULT AND DISPUTE RESOLUTION

289
 290 15. DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort,
 291 Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the
 292 right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the
 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 (M.A.) and Seller (P.S.) 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
301 the 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 in
309 the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided
310 for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the
311 contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules
312 of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee or
313 firm named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to become a party
314 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 parties.
321 Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the
322 arbitrators' fees and administrative fees of arbitration.

ESCROW AGENT AND BROKER

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

331 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that
332 are 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
338 affect 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 perform
342 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services
343 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or
344 services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for
345 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this
346 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
349 separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker
350 has 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 (M A) and Seller (P M) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

354 BONNIE BROOKS / ILENE TESSLER 0365798/89
 355 Selling Sales Associate/License No.
 356 BONNIE BROOKS / ILENE TESSLER 0365798/89
 357 Listing Sales Associate/License No.

TURNBERRY INTERNATIONAL REALTY
Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) 3%
TURNBERRY INTERNATIONAL REALTY
Listing Firm/Brokerage Fee: (\$ or % of Purchase Price) 3%

ADDENDA AND ADDITIONAL TERMS

358
359 20. ADDENDA: The following additional terms are included in the attached addenda and incorporated into this Contract (check if 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 checked="" type="checkbox"/> V. Prop. Disclosure Stmt. |
| 362 <input checked="" 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 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 type="checkbox"/> L. Insurance | <input type="checkbox"/> S. Sale/Lease of Buyer's Property | <input type="checkbox"/> Other _____ |
| 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 type="checkbox"/> U. Assignment | <input type="checkbox"/> Other _____ |

368 21. ADDITIONAL TERMS:

369 BUYER WILL PAY A \$250.00 PROCESSING FEE TO TURNBERRY INTERNATIONAL REALTY AT THE TIME OF
370 CLOSING.

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410 Buyer (MM) and Seller (ONE) (_____) 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.

OFFER AND ACCEPTANCE

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

COUNTER OFFER/REJECTION

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

421 Date: 7-5-2009 Buyer: [Signature]
422 Print name: ALFREDO ROBERTO MISSAIR

423 Date: 7/5/2009 Buyer: [Signature]
424 Phone: 305-310-2872 Print name: ANDRES MISSAIR
425 Fax: _____ Address: 7729 Collins Ave #11
MIAMI BEACH, FL 33141

426 E-mail: _____
427 Date: 7/8/2009 Seller: subject to court approval, which will be promptly sought in the circuit court of the judicial circuit, case # 09-136729-A-0
428 Print name: NORMANDY HOLDINGS, II, 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 [Signature] and Seller [Signature] (_____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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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 Normandy Holdings, LLC (Seller)
2 and Alfredo Roberto Missal and Andres Missal (Buyer) concerning the Property described as
3 193-2 North Shore Drive #2 Miami Beach, Florida 33141 only if initiated by all parties:

4 MM AD CRB 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 \$ 270.00 per month to Avanti Townhomes
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) _____
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)

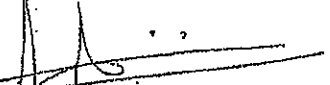
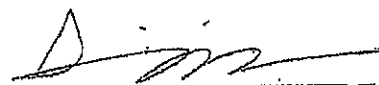
56 Buyer: AM AD and Seller: CRB acknowledge receipt of a copy of this page.

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68 M. S. (M) 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 |  | <u>7-5-2009</u> |  | <u>7/5/2009</u> |
| 79 | Buyer <u>ALFREDO ROBERTO MISSAIR</u> | Date | Buyer <u>ANDRES MISSAIR</u> | Date |

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

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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 Normandy Holdings, L.L.C. (Seller)
2 and Alfredo Roberto Missal and Andres Missal (Buyer) concerning the Property described as
3 193-2 North Shore Drive #2 Miami Beach, Florida 33141 only if initialed by all parties:

PROPERTY

4 MAI - CMS H. As is With Right to Inspect: This clause replaces Paragraphs 6 and 8 of the Contract but
5 does not modify or replace Paragraph 9. Paragraph 5(a) Repair, WDO and Permit Limits are 0%. Seller makes no warranties
6 other than marketability of title. Seller will keep the Property in the same condition from Effective Date until closing, except for
7 normal wear and tear ("Maintenance Requirement"), and will convey the Property in its "as is" condition with no obligation to
8 make any repairs. Buyer may, at Buyer's expense, by 10 ("Inspection Period") (within 10 days
9 from Effective Date if left blank) make any and all inspections of the Property. The Inspection(s) will be by a person who
10 specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license
11 to repair and maintain the items inspected. Buyer may cancel this Contract by delivering written notice to Seller within 5 days
12 (within 5 days if left blank) from the end of the Inspection Period if the cost of treatment and repairs estimated by Buyer's
13 Inspector(s) is greater than \$ 0.00 (\$250.00 if left blank) or if Buyer's inspection(s) reveal open permits or that
14 improvements have been made to the Property without required permits. For the cancellation to be effective, Buyer must include
15 in the written notice a copy of the portions of the inspector's written report dealing with the items to be repaired, and treatment
16 and repair estimates from the inspector or person(s) holding an appropriate Florida license to repair the items inspected or any
17 written documentation of open permit(s) or permit(s) that have not been obtained if a permit is required. Any conditions not
18 reported in a timely manner will be deemed acceptable to Buyer. If Buyer fails to timely conduct any inspection which Buyer is
19 entitled to make under this paragraph, Buyer waives the right to the inspection and accepts the Property "as is." Seller will
20 provide access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections
21 and return the Property to its pre-inspection condition. Buyer and/or Buyer's representative may, on the day before Closing Date
22 or any other time agreeable to the parties, walk through the Property solely to verify that Seller has fulfilled the Maintenance
23 Requirement and the contractual obligations.
24

25 Buyer MAI - CMS and Seller EMM acknowledge receipt of a copy of this page.

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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 Normandy Holdings, LLC. (Seller)
 2 and Alfredo Roberto Missair and Andres Missair (Buyer) concerning the Property described as
 3 193-2 North Shore Drive #2 Miami Beach, Florida 33141 only if initialed by all parties;

4 MA - EMB 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 MA A and Seller EMB acknowledge receipt of a copy of this page.
 9 FARA-107 109 ©2008 Florida Association of REALTORS® All Rights Reserved Page ____ of Addendum No. _____