



R-2

Ft. Lauderdale, Florida • Washington, DC • Quito, Ecuador

NOV 19, 2013

November 19, 2013

PROVIDED BY

WILLIAM
SCHERER

VIA HAND-DELIVERY

The Honorable Jack Seiler, Mayor of Fort Lauderdale
The Honorable Bruce Roberts, Vice Mayor of Fort Lauderdale
The Honorable Dean Trantalis, Commissioner of Fort Lauderdale
The Honorable Bobby DuBose, Commissioner of Fort Lauderdale
The Honorable Romney Rogers, Commissioner of Fort Lauderdale
City Hall
100 North Andrews Avenue
Fort Lauderdale, FL 33301

**Re: Ethical Violations Committed by Commissioner Dean Trantalis
Vintro Hotel (Agenda Item R-2) Case No. 70-R-12**

Dear Mayor, Vice Mayor and Commissioners:

The Law Office of Conrad & Scherer, LLP has been retained to represent Enrique Colmenares and Vintro Fort Lauderdale LLC in this matter. As you know, the Vintro Hotel site plan level IV development permit is scheduled for a quasi-judicial hearing before the Fort Lauderdale City Commission at tonight's November 19, 2013 Regular Meeting.

The purpose of this correspondence is to alert you to what we believe to be egregious ethical violations on the part of Fort Lauderdale City Commissioner Dean Trantalis. To that end, we would like to submit the following materials for your review and to be entered into the official record of tonight's hearing:

- (1) Applicant's Objection and Motion to Disqualify Fort Lauderdale City Commissioner Dean Trantalis (enclosed as *Exhibit 1*);
- (2) Copy of the Complaint filed with the Florida Commission on Ethics (enclosed as *Exhibit 2*);
- (3) Ethical Violations PowerPoint Presentation (*Exhibit 3*).
- (4) Chronology of Events Related to the Ethical Violations (enclosed as *Exhibit 4*);

Based on the enclosed, we believe the record is clear that Commissioner Trantalis has attempted to use his position of public trust to attempt to steer business both to his own law firm and to his former domestic partner and current business associate, Richard Smith. Such conduct is a violation of Fla. Stat. § 112.313(6), "Misuse of Public Position," and potentially Fla. Stat. § 112.3143(3)(a), "Voting Conflicts." We further believe that, based on the foregoing, it would be improper for Commissioner Trantalis to participate in any further proceedings related to the Vintro Hotel project.

Established 1974

Rex Conrad 1935-1999 | William Scherer

Conrad & Scherer, LLP | 633 South Federal Highway, Fort Lauderdale, Florida 33301

Mailing Address | P.O. Box 14723, Fort Lauderdale, FL 33302

Phone 954.462.5500 | Fax 954.463.9244

www.conradscherer.com

November 19, 2013

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Thank you for your consideration of the information we have provided. We would be happy to answer any additional questions or provide any additional information regarding this issue.

Sincerely Yours,



William R. Scherer

Enclosures

cc: Lee Feldman, City Manager
Cynthia A. Everett, City Attorney
Mr. Enrique Colmenares
Jordana L. Jarjura, Esq.
Scott Backman, Esq.
(All Via Hand-Delivery)



FORT LAUDERDALE CITY COMMISSION
AGENDA NO.: R-2 / 13-0761

Applicant: VINTRO HOTEL FORT LAUDERDALE LLC
Location: 3029 Alhambra Street
Future Land Use: Central Regional Activity Center

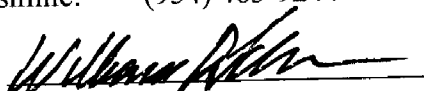
APPLICANT'S OBJECTION AND MOTION TO DISQUALIFY
FORT LAUDERDALE CITY COMMISSIONER DEAN TRANTALIS

Applicant VINTRO FORT LAUDERDALE LLC, by and through the undersigned counsel, moves the Fort Lauderdale City Commission to disqualify Fort Lauderdale City Commissioner Dean Trantalis from participating in the proceedings and vote regarding the Vintro Hotel Site Plan Level IV Development Permit, set to be heard at Quasi-Judicial Hearing on November 19, 2013. Today, a Complaint was filed with the Florida Commission on Ethics detailing Commissioner Trantalis' Misuse of Public Position in violation of Section 112.313(6), Florida Statutes. A copy of the Complaint is being submitted, contemporaneous with this Motion, to the Fort Lauderdale City Commission as Applicant's Exhibit 2. Based on the issues identified in the Complaint, allowing Commissioner Trantalis to continue to participate in this matter will lead to a Voting Conflict in violation of Section 112.3143(3)(a), Florida Statutes.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was delivered via hand delivery to the Fort Lauderdale City Commission this 19th day of November 2013.

CONRAD & SCHERER, LLP
Attorneys for Applicant
P. O. Box 14723
Fort Lauderdale, FL 33302
Telephone: (954) 462-5500
Facsimile: (954) 463-9244

By: 
William R. Scherer
Fla. Bar No. 169454

STATE OF FLORIDA
COMMISSION ON ETHICS
P. O. DRAWER 15709, TALLAHASSEE, FLORIDA 32317-5709

COMPLAINT

1. PERSON BRINGING COMPLAINT:

Name: William R. Scherer Telephone Number: 954-847-3362

Address: 633 South Federal Highway

City: Fort Lauderdale County: Broward Zip Code: 33301

2. PERSON AGAINST WHOM COMPLAINT IS BROUGHT:

Current or former public officer, public employee, candidate, or lobbyist - please use one complaint form for each person you wish to complain against:

Name: Dean Trantalis Telephone Number: 954-828-5923

Address: 100 North Andrews Avenue

City: Fort Lauderdale County: Broward Zip Code: 33301

Title of office or position held or sought: Fort Lauderdale City Commissioner

3. STATEMENT OF FACTS:

Please explain your complaint fully, either on the reverse side of this form or on additional sheets, providing a detailed description of the facts and the actions of the person named above. Include relevant dates and the names and addresses of persons whom you believe may be witnesses. If you believe that a particular provision of Article II, Section 8, Florida Constitution (the Sunshine Amendment) or of Part III, Chapter 112, Florida Statutes (the Code of Ethics for Public Officers and Employees) has been violated, please state the specific section(s). Please do not attach copies of lengthy documents; if they are relevant, your description of them will suffice. Also, please do not submit video tapes or audio tapes.

4. OATH

I, the person bringing this complaint, do depose on oath or affirmation and say that the facts set forth in the foregoing complaint and attachments thereto are true and correct to the best of my knowledge and belief.

STATE OF FLORIDA Broward
COUNTY OF

Sworn to (or affirmed) and subscribed before me
this 19th day of November,
20 13 by William R. Scherer

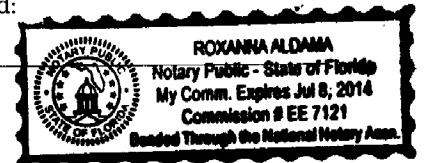
(name of person making statement)

Roxanna Aldama
(Signature of Notary Public - State of Florida)

ROXANNA ALDAMA
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced: _____

William R. Scherer
SIGNATURE OF COMPLAINANT



I. Statement of Facts

This Complaint arises from the development of a property owned by Vintro Hotels (“Vintro”), and specifically the property located at 3029 Alhambra Street, Fort Lauderdale, Florida 33304 (“Alhambra property”). Enrique Colmenares is the President of Vintro Hotels (“Vintro”).

On September 18, 2012, Vintro submitted a development application to the City of Fort Lauderdale (“City”) for site plan level IV review for a hotel on the Alhambra property. The City’s reference number for the development application is Case No. 70R12. The development application is pending and has yet to be either approved or denied by the City of Fort Lauderdale City Commission. As of today’s date, the development application is set to be considered at the November 19, 2013 Fort Lauderdale City Commission meeting.

On October 4, 2012, Mr. Colmenares and his attorney, Scott Backman, attended a meeting with the Fort Lauderdale Central Beach Alliance (“CBA”) Board of Directors to introduce and discuss the proposed Vintro Hotel project. The meeting was scheduled as a private meeting with the CBA Board and, upon information and belief, no general CBA members were planned to be in attendance.

Though not a member of the CBA Board of Directors, Dean Trantalis was present at the October 4 meeting. At the time, Mr. Trantalis was campaigning for election to the City of Fort Lauderdale City Commission. Mr. Trantalis stated that he only wanted to be present at the meeting to “observe;” however, Mr. Trantalis then proceeded to express his disagreement with the location of the proposed Vintro Hotel and the fact that it would require demolishing what he believes to be an attractive house. Mr. Trantalis further opined that his preference was for Mr. Colmenares to purchase land adjacent to the property and to turn the questioned house into a restaurant that would support the proposed Vintro Hotel.

Upon information and belief, on or about March 12, 2013, Mr. Trantalis was elected as the City of Fort Lauderdale City Commissioner for District 2, which is the district in which the Alhambra property is located. On April 8, 2013, Mr. Backman met with Commissioner Trantalis regarding the pending development application for Vintro Hotel project. At that meeting Commissioner Trantalis made clear that he would not support the application when it came before the City Commission for a vote. Despite his stated opposition, Mr. Backman went over the details of the proposed hotel. At the close of the meeting, Commissioner Trantalis said he would give some thought to a creative solution that would benefit the neighborhood.

On that same day, April 8, 2013, shortly after the meeting with Commissioner Trantalis, Mr. Backman received a voicemail message from Richard Smith, a real estate broker with Keller Williams Realty. Mr. Smith stated in the message that he was referred to Mr. Backman by Commissioner Trantalis. Upon information and belief, at that time Mr. Smith was the registered domestic partner of Commissioner Trantalis. More specifically:

- Commissioner Trantalis and Mr. Smith were Domestic Partners, registered in Broward County from January 30, 2003 until April 24, 2013;
- Commissioner Trantalis and Mr. Smith lived together from at least March 2004 through January 2013;
- Commissioner Trantalis is Smith's attorney in Smith's 2013 bankruptcy;
- Commissioner Trantalis was employed as Title Company Closing Officer on several real estate transactions facilitated by Mr. Smith; and
- Commissioner Trantalis is the registered agent of Mr. Smith's entity "Richard G. Smith P.A.," where the principal place of business address and the mailing address is to a property owned by Commissioner Trantalis.

Neither Mr. Smith nor Commissioner Trantalis advised Mr. Backman of the nature of their relationship and Mr. Backman was unaware of the relationship at the time.

On April 9, 2013, Mr. Backman spoke on the telephone with Mr. Smith. Mr. Smith introduced himself as a friend of Commissioner Trantalis and advised that Commissioner Trantalis had told him that the development application for the Vintro Hotel project would be denied. Mr. Smith went on to advise that he and Commissioner Trantalis thought that Mr. Colmenares might be interested in selling the Alhambra property instead of going through a lengthy fight over a development application that was not going to get approved. Mr. Backman advised Mr. Smith that he did not believe Mr. Colmenares would be interested in selling the property but that he was obligated to pass along any offers to his client. Later that day, Mr. Backman received an e-mail from Mr. Smith, forwarding his contact information and advising that he would contact his client about preparing a letter of intent for the purchase of the Alhambra property.

On April 10, 2013, Mr. Backman received an email from Mr. Smith with a Letter of Intent purportedly prepared on behalf of an individual named "Michael Howard." The Letter of Intent substantially provides in relevant portions as follows: purchase price is \$2 million "all cash;" a Purchase and Sale Agreement is requested within 15 days of execution of the Letter of Intent; concurrent with the execution of the Letter of Intent, the buyer shall deposit \$50,000.00 in cash with Dean J. Trantalis Esq. Trust; after a 30 day review and feasibility period, an additional \$100,000.00 shall be deposited into said account; closing of the transaction shall take place 30 days after expiration of the review and feasibility period at the office of Dean J. Trantalis Esq., Wilton Manors, FL 33305; Mr. Smith is to be paid by the Owner/Applicant a commission equal to 3% of the selling price at closing; the buyer acknowledges that he is buying the property residential.

On April 15, 2013, Mr. Backman received an email from Mr. Smith, following up on the status of the Letter of Intent. On April 25, 2013, Mr. Backman received another email from Mr.

Smith, again asking about the status of the Letter of Intent. They communicated by email with each other on that date, and Mr. Backman advised that Mr. Colmenares had yet to make a decision on the Letter of Intent. On or about April 30, 2013, Mr. Backman had a telephone conference with Mr. Smith. Mr. Smith again questioned regarding the status of the Letter of Intent and further advised that he had met with City of Fort Lauderdale staff regarding permissible uses on the Alhambra property.

On May 3, 2013, Mr. Backman received an email from Mr. Smith in which he advised that he could arrange a meeting with “his group” if Mr. Colmenares would like. Mr. Smith reiterated this idea during a telephone conference on May 6, 2013 to discuss a potential sale of the Alhambra property and the Letter of Intent.

On May 7, 2013, Mr. Backman received an email from Mr. Smith asking whether he and Mr. Colmenares would be available to have an in-person meeting with he (Mr. Smith) and his “buyer” on Monday, May 13, 2013 at 11:00 AM. The meeting was eventually set for the requested date at 12:30 PM. On May 13, 2013, Mr. Backman attended at the Alhambra property with Mr. Colmenares, Mr. Smith, and a man named “Bill Balkou,” who was introduced as a potential purchaser of the property. Mr. Balkou stated that he and his partner, Michael Howard, who was unable to attend the meeting, wanted to develop the property into a restaurant by demolishing a portion of the existing home and leaving the remainder. Mr. Smith stated that he had met with City of Fort Lauderdale staff to discuss the Alhambra property and the potential permissible uses on the property. Mr. Balkou’s offer was to purchase the Alhambra property for \$2 million, and he and Mr. Smith were to follow up a few weeks after the meeting with a deposit check, pursuant to the terms laid out in the Letter of Intent, along with a draft purchase and sale agreement.

On that same date, May 13, 2013, after the meeting at the property, Mr. Backman received an email from Mr. Smith thanking him and Mr. Colmenares for attending the meeting and forwarding information on a potential replacement property for Mr. Colmenares to consider purchasing. The replacement property proposed by Mr. Smith is located at 515 Sea Breeze Boulevard, Fort Lauderdale, Florida (“Sea Breeze property”).

Mr. Colmenares had no desire to sell the Alhambra property and wanted to pursue his hotel development. Given Mr. Smith’s continued emphasis that he was directed to contact Mr. Backman by Commissioner Trantalis, Mr. Backman was extremely uncomfortable with Mr. Colmenares’ position and sought outside legal counsel for him with regards to Commissioner Trantalis’ actions.

On May 14, 2013, Mr. Backman received an email from Mr. Smith regarding the Sea Breeze property. Mr. Smith advised that the Sea Breeze property is across the street from the water and could be built to have water views. Later that same day, Mr. Backman received an email from Mr. Smith forwarding a Non-Circumvention, Non-Disclosure, and Confidentiality Agreement (“NCND”) he had prepared for the potential purchase of the Sea Breeze property. The NCND provides that a commission is to be paid to Mr. Smith’s employer Keller Williams Realty by Mr. Colmenares for any business transactions that follow.

On May 15, 2013, Mr. Backman and Mr. Smith had a telephone conference regarding zoning regulations and permitted uses on the Alhambra property. Mr. Smith specifically inquired as to whether residential uses are permitted on the Alhambra property. On May 18, 2013, Mr. Backman sent Mr. Smith an email regarding the status of the purchase and sale agreement for the Alhambra property. Mr. Smith advised that he sent the information to the lenders and was waiting on Mr. Colmenares to return to him the executed NCND for the Sea Breeze property.

On May 28, 2013, Mr. Backman sent Mr. Smith an email for a further update because he had not heard from him since the time of their previous email correspondence. Mr. Smith replied that they were attempting to secure the loan commitment during that week and that he would keep Mr. Backman updated. To that end, on June 4, 2013, Mr. Backman received an email from Mr. Smith in which he advised that his client was in the process of securing final financing to purchase the Alhambra property and was prepared to offer 25-30% as down payment on a \$2 million purchase price. Mr. Smith further advised that his client had approximately \$1 million to put into renovation for a restaurant on the property, with a lease in place.

On or about June 5, 2013, Mr. Backman had a telephone conference with Mr. Colmenares and Mr. Smith where Mr. Colmenares advised that the sale price for the Alhambra property is \$3 million, which is above what was previously offered by Mr. Smith. On June 7, 2013, Mr. Backman received an email from Mr. Smith asking that he contact him. On June 11, 2013, Mr. Backman received an email from Mr. Smith regarding the increased sales price and his client's financing and appraisal concerns based on that price. He advised Mr. Smith that he would touch base with Mr. Colmenares and then get back to Mr. Smith. On June 12, 2013, Mr. Backman received an email from Mr. Smith advising that he and his client had started looking at other properties but were still interested in the Alhambra property "if realistic."

At this point Mr. Backman had no contact with Mr. Smith for more than a month. The next conversation between Mr. Backman and Mr. Smith came on July 29, 2013 when Mr. Backman received a telephone call from Mr. Smith. Mr. Smith advised that his client still had interest in purchasing the Alhambra property. This conversation surprised Mr. Backman due to the amount of time that had elapsed since their prior conversation.

On August 5, 2013, Mr. Backman received an email from Mr. Smith providing information on the Sea Breeze property and again expressing his client's interest in purchasing

the Alhambra property at the original \$2 million offer price. Mr. Smith attached a 2009 appraisal of \$12.5 million for the Sea Breeze property; however, the appraisal included both the proposed replacement property as well as a property across the street which was not a part of the envisioned purchase. Mr. Smith advised that the then-owner purchased both properties for \$7 million. Mr. Smith stated that the Sea Breeze property is zoned for hotel use and, if Mr. Colmenares were interested, he could prepare a Letter of Intent. Upon information and belief, the Sea Breeze property was not on the market at the time, but Mr. Smith advised that the owner would be interested in selling it.

On or around that same date, Mr. Backman advised Mr. Smith that Mr. Colmenares would need a contract for the purchase and sale of the Alhambra property, as well as a cash deposit, before he would further consider selling the property. After this conversation, communications stopped again for close to two months.

On October 8, 2013, the Vintro Hotel team sent out invitations for a neighborhood open house regarding the Vintro project, which was to take place the following Wednesday, October 16, 2013 from 5:00 PM until 6:30 PM at Casablanca Café. Invitations were sent to residents in the following perimeter: from two blocks to the North of the Alhambra property to two blocks to the South of the Alhambra property, and from the beach to the East of the Alhambra property to the Intercoastal Waterway to the West of the Alhambra property. Invitations were also sent to all Fort Lauderdale City Commissioners.

On October 10, 2013, Mr. Backman sent a letter, via email, to all Fort Lauderdale City Commissioners, reminding them of the open house for which they should have received invitations. Mr. Backman advised that the Vintro Hotel team had held support parties and attended meetings with community groups. Mr. Backman further advised that the Vintro Hotel

team had canvassed the neighborhood on foot and met to discuss the project with concerned residents.

Four days later, on October 14, 2013, Mr. Smith contacted Mr. Backman by telephone in reference to the potential sale of the Alhambra property. He said that he had spoken with Commissioner Trantalis, who had advised that there would be significant opposition to the Vintro Hotel project at the open house and that it might be a good time to proceed with a sale. Mr. Backman again advised Mr. Smith to forward to him a contract for the purchase and sale of the property.

On October 16, 2013, the Vintro Hotel team held an open house at Casablanca Café for residents interested in learning more about the project. Though no official list was kept, Mr. Backman estimates that roughly 75 people were in attendance, and many of those people were positive about, or in support of, the project. On October 18, 2013, Mr. Smith sent Mr. Backman an email forwarding a contract for the sale of the Alhambra property entitled “AS IS Residential Contract For Sale And Purchase” (“contract”). The contract provides that an initial deposit of \$10,000.00 would be deposited into the escrow account of Keller Williams Realty. The contract further provides that the closing agent shall be designated by the buyer. Pursuant to the contract, this offer was set to expire on October 21, 2013.

On October 21, 2013, Mr. Backman corresponded by email with Mr. Smith. In response to Mr. Backman’s request, Mr. Smith confirmed that the offer would stay open past this date and that he would forward a revised contract to Mr. Backman on the following day. On October 22, 2013, Mr. Backman received an email from Mr. Smith forwarding a revised contract that included a provision that the contract is terminated with no penalty for either party if Mr. Colmenares passes the Fort Lauderdale City Commission vote to approve the Vintro Hotel project.

On October 28, 2013, Mr. Backman received an email from Mr. Smith asking that Mr. Colmenares return an executed copy of the contract in order for Mr. Smith's clients to secure funding for the loan in relation to the purchase of the Alhambra property. According to Mr. Smith, the loan commitment was to expire on the following day. Mr. Backman responded on October 29, 2013 by telephone and advised Mr. Smith that Mr. Colmenares would not be executing the contract. Mr. Smith pressed for Mr. Colmenares to at least sign the original Letter of Intent.

On November 2, 2013, Mr. Backman was forwarded a text message from Mr. Colmenares that he had received directly from Mr. Smith that asked, "Enrique am I getting a signed contract? Richard." The development application is set to be heard and considered by the City of Fort Lauderdale City Commission during its November 19, 2013 public hearing.

II. Violations of Florida's Code of Ethics for Public Officers and Employees

Based on the foregoing facts, Commissione Trantalis's actions appear to violate Florida's Code of Ethics for Public Officers and Employees.

A. Florida Statutes Section 112.313(6).

As of the filing of this Complaint, Commissioner Trantalis's actions already violate Section 112.313(6), Florida Statutes, which is entitled "Misuse of public position" and provides as follows:

No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with s. 104.31 [proscribing certain political activities in connection with elections]. (Emphasis added).

Accordingly, Commissioner Trantalis violated this provision if he (1) is a public officer, (2) is using or attempting to use his official position, and (3) is doing so to secure a special

privilege, benefit, or exemption for himself. To begin, Commissioner Trantalis is certainly a public officer governed by the terms of the Code of Ethics, which defines a “public officer” as “any person elected or appointed to hold office in any agency, including any person serving on an advisory body.” Next, by attempting to inflame public sentiment and by using his leverage on the Ft. Lauderdale City Commission to oppose the project at the Alhambra property, Commissioner Trantalis is “using his official position” as that phrase is contemplated in the Code of Ethics. In fact, it can be reasonably inferred through the conduct set forth above that Commissioner Trantalis is attempting to intimidate Mr. Colmenares into selling the Alhambra property by using his personal law firm as the closing agent.

Such public intimidation in order to accomplish a private goal has been found by this Commission to violate Section 112.313(6). In the case of *In re Tom Ramiccio* (FCE Complaint No. 99-049, Final Order No, 00-48), the Florida Commission on Ethics (“FCE) considered whether the Mayor of the City of Lake Worth violated section 112.313(6) by using his position to imply that he could prevent the City from using the complainant’s business unless the complainant were to either support the Mayor or stop publicly supporting his election rival. The FCE found that intimidation to be a use of the Mayor’s public position. The FCE stated, “We also have opined that the mere identification of oneself as a public official can be a use of office.” The FCE found that the use of the Mayor’s official position was “implicit in his conduct.” Likewise here, Commissioner Trantalis’s use of his public position is implicit in his conduct. It is more than reasonable to conclude that Commissioner Trantalis’s public disruption of the Ft. Lauderdale City Commission’s approval of the project at the at the Alhambra property is nothing more than a way to coerce Mr. Colmenares into selling the property through the Commissioner’s law firm.

Finally, these actions are all meant to secure a special privilege or benefit for Commissioner Trantalis. Specifically, he is using his public office to steer work to his private law firm. Commissioner Trantalis is in the unique position of being able to directly affect the subject project's approval by the Ft. Lauderdale City Commission. To use that position to personally benefit his private business is exactly the sort of conduct that the Code of Ethics was enacted to address.

B. Florida Statutes Section 112.3143.

The official vote on the project at the Alhambra property is scheduled to take place in within the next several hours. Should Commissioner Trantalis fail to recuse himself from that vote, an amended version of this Complaint will be filed alleging a violation of Florida Statutes section 112.3143, which provides as follows:

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

Fort Lauderdale City Commissioner Dean Trantalis

Ethical Violations Related to the
Vintro Hotel

◎ April 8, 2013

- Scott Backman meets with Commissioner Trantalis re Vintro Hotel.
- Commissioner Trantalis advises Backman he will not vote to approve the hotel.
- The same day, Backman receives a voicemail from Richard Smith.
- ***“I was referred by Commissioner Trantalis.”***

● April 9, 2013

- Backman returns Smith's call.
- *Friend of Commissioner Trantalis.*
- *Commissioner Trantalis said that the Vintro project would be denied and that the owner might want to sell property rather than a lengthy fight.*
- *Represent a client that wants to buy the property.*

LETTER OF INTENT TO PURCHASE VINTRO PROPERTY

● April 10, 2013

- Smith emails Backman a Letter of Intent to purchase the property.

Richard G. Smith, P.A.
(854) 557-1217 Cell
Realtor
Commercial/Residential
Keller Williams Realty
3896 N. Federal Highway, #101
Fort Lauderdale, Florida 33308
(854) 836-7020 Office
(854) 896-6025 Fax
RGS@earthlink.net

3029 Alhambra Street
Fort Lauderdale, FL 33304

RE:
Letter of Intent to purchase the property located at:
3029 ALHAMBRA STREET, FORT LAUDERDALE, FL 33304
Folio# 5042-12-10-0720

Dear Sirs:

The purpose of this letter is to describe the general terms of the intent of the undersigned, or its nominee, MICHAEL HOWARD ("BUYER"), to acquire the above referenced real estate ("PROPERTY") from the current owner(s) of record, VINTRO FOR LAUDERDALE LLC ("SELLER").

1. PROPERTY:	12,500 sq. ft.	RE:
2. PURCHASE PRICE:	\$2,000,000 (3) all cash	Letter of Intent to purchase the property located at:
3. CONTRACT PREPARATION:	SELLER w/ ("CONTRACTOR") Of Intention, S atic during	3029 ALHAMBRA STREET, FORT LAUDERDALE, FL 33304 Folio# 5042-12-10-0720
4. SURVEYS, PLANS & PERMITS:	SELLER sh with in ten (10) SELLER sh building pla proposed ac	
5. TITLE COMMITMENT:	SELLER shall provide a copy of the Owner's Title Insurance Policy which was issued to it upon its purchase of the subject property within (10) days after the execution of this Letter of Intent. Such Policy shall provide its current legal description of the PROPERTY including copies of recorded instructions known by the owner(s) that presently affect the use and/or marketability of the PROPERTY. Such instruments shall include, but not be limited to easement, right of way, and boundary line agreements, etc.	

LETTER OF INTENT SMITH'S COMMISSION

SELLER shall provide full access to the PROPERTY subject to reasonable request also provide access correspondence on SELLER as such in Appendix "A" here Review Period, the BUYER and the B environmental specifications necessary to coordinate such with SELLER with reasonable request

The CONTRACT shall contain a provision whereby the SELLER shall be responsible for the payment of a commission equal to 3% of the selling price to Keller Williams Realty for realtor Richard G. Smith. Said commission shall be due and payable at closing.

12. PRORATIONS:

All items of expense date of closing.

13. CONTINGENCIES:

Subject to a 90 day

14. BROKERAGE:

The CONTRACT shall contain a provision whereby the SELLER shall be responsible for the payment of a commission equal to 3% of the selling price to Keller Williams Realty for realtor Richard G. Smith. Said commission shall be due and payable at closing.

15. ASSIGNMENT OF AGREEMENT OR RESALE OF PROPERTY:

The contract can be assignable.

By acceptance of this non-binding Letter of Intent, the BUYER will immediately instruct its counsel to prepare a formal Purchase and Sale Agreement ("CONTRACT") incorporating the terms and conditions contained herein.

Agreed and Accepted This _____ Day of April, 2013

SELLER

BY: _____

Printed Name: _____

Title: _____

Date: _____

● April 30, 2013

- Smith calls Backman to follow up on Letter of Intent.
- *Met with City Staff to discuss “permissible uses” on the Vintro property.*
- *Wants to set up a meeting between his buyer and Vintro owner – Enrique Colmenares.*

SMITH ORGANIZES MEETING

● May 13, 2013

- Smith organizes meeting at Vintro property.
- Buyer Michael Howard does not attend despite Smith insisting on meeting that his client is flying in for. Instead his “business associate” Bill Balkou attends in his place.
- Balkou is believed to be a straw man for Casablanca Cafe
- Balkou advises that he plans to demolish part of the home and renovate the remainder to make a restaurant.
- Smith repeats at meeting – ***I already met with City Staff re permissible uses on the property.***
- ***And, I have another property that Enrique can buy that would be perfect for his hotel.***

SMITH PUSHES FOR A 2ND SALE

From: RICHARD G. SMITH <RGSsells@aol.com>
Sent: Monday, May 13, 2013 7:32 PM
To: Scott Backman
Subject: Property for you from Richard G. Smith

RICHARD G. SMITH <RGSsells@aol.com>

Scott and Enrique,

Thank you for taking the time to meet today. Attached is the property I discussed with you today which may work for your new tower project. Please let me know if your group has and questions or interest in this property.

Best,

Richard

Click the Hyperlink below to link
Internet browser does not launch,
your browser's Address Field.

[COM Email View](#)

RICHARD G. SMITH, P.A.
CELL: 954-557-1217
Keller Williams Realty
3696 N. Federal Highway, #131
Fort Lauderdale, FL 33308
Office: 954-630-7020
Fax: 954-630-7050
E-mail: RGSsells@aol.com

Thank you for taking the time to meet today. Attached is the property I discussed with you today which may work for your new tower project. Please let me know if your group has and questions or interest in this property.

● May 14, 2013

- Smith forwards Backman NCND Agreement for the purchase of new property by Enrique.

**NON-CIRCUMVENTION, NON-DISCLOSURE, AND CONFIDENTIALITY
AGREEMENT**

This Non-Circumvention, Non-Disclosure and Confidentiality Agreement ("Agreement") is made and effective the 14th day of May, 2013, by and between KELLER WILLIAMS REALTY ("KW"), and Enrique Colmenares and/or related entities ("RECIPIENT/BUYER"), collectively referred to as, "The Parties".

The Parties with this agree to respect the integrity and tangible value of this agreement between them.

1. Agreement

This Agreement is to be applied to any and all transactions present and future, including subsequent follow-up, repeat, extended, renegotiated, and new transactions regardless of the success of the project including any other Commercial or Residential, NPL's, REO's, notes, mortgages, liens, direct Developer and Owner opportunities, distressed properties and unique assets, including bank acquisitions and other real-estate or

A 2ND SALE MEANS A 2ND COMMISSION FOR SMITH

3. No Prior Dealings

It is fully agreed and understood that, the undersigned RECIPIENT/BUYER is acting as a principal or broker (defined) and has had no dealings, negotiations, or consultations involving the Property(ies) with any other individual, entity, and or broker other than KW.

4. Contact with Others

A. RECIPIENT/BUYER shall not contact directly or indirectly, a Seller, RECIPIENT/BUYER will Seller.

B. If the written permission from Seller, RECIPIENT/BUYER will Seller.

5. Other Arrangements

In the event that RECIPIENT/BUYER enters into any other form of financial arrangement with any other individual, entity, and or broker other than KW (KELLER WILLIAMS REALTY), at closing.

6. Commission

The Parties agree that due to the many variables surrounding each Business Financial Transaction that will occur because of this Agreement, the commission and/or fees to be paid by RECIPIENT/BUYER can vary. **A separate fee/commission agreement will outline compensation for each Business/Financial Transaction.** The fee or commission agreement must be drafted and acknowledged by signature before all Business and Financial Transactions.

7. Circumvention

RECIPIENT/BUYER agrees not to directly or indirectly contact, deal with, transact, or otherwise be involved with any corporation, partnership, proprietorships, trust, individuals, other entities and/or contacts introduced by KW with regard to the transaction(s) and/or confidential information disclosed by KW and/or contacts introduced by KW without the specific written permission of KW.

RECIPIENT/BUYER agrees not to directly or indirectly circumvent, avoid or bypass KW regarding any renewals, corporation, partnerships, proprietorships, trusts, or other entities and/or contacts introduced by KW.

6. Commission

The Parties agree that due to the many variables surrounding each Business Financial Transaction that will occur because of this Agreement, the commission and/or fees to be paid by RECIPIENT/BUYER can vary. **A separate fee/commission agreement will outline compensation for each Business/Financial Transaction.** The fee or commission agreement must be drafted and acknowledged by signature before all Business and Financial Transactions.

SMITH CONTINUES TO PUSH FOR HIS 2 COMMISSIONS, INCLUDING VINTRO PROPERTY

From: Richard G. Smith <rgssells@aol.com>
Sent: Monday, August 05, 2013 6:31 PM
To: enricolmena@gmail.com; Scott Backman
Subject: Property from Richard G. Smith
Attachments: 515 Seabreeze Appraisal.pdf

Richard G. Smith <rgssells@aol.com>

Enrique,

Sorry it has taken so long to get you this information. The property you signed the Non Disclosure is an amazing waterfront property which is zoned for hotel use. It is strictly confidential. It is not on the market but as per seller can be acquired. I am sending you the address and the appraisal (which was inclusive of the property across the street which is not part of the purchase. The buyer paid over \$7 Million for both properties. If you are interested we can preview and put in an offer with an LOI.

Thank you for your consideration. **If you do decide this is a much better site for your gorgeous tower, my other group would still be interested in purchasing the Alhambra property from you at the price we wrote the LOI for.** I am available anytime to discuss this with you.

Best Regards,

Richard
Richard G. Smith, P.A.
(954) 557-1217 Cell
Realtor
Commercial/Residential
Keller Williams Realty
3696 N. Federal Highway, #131
Fort Lauderdale, Florida 33308
(954) 630-7020 Office
(954) 630-7050 Fax
RGSsells@aol.com

Thank you for your consideration. If you do decide this is a much better site for your gorgeous tower, my other group would still be interested in purchasing the Alhambra property from you at the price we wrote the LOI for. I am available anytime to discuss this with you.

VINTRO ORGANIZES AN OPEN HOUSE

◎ October 8, 2013

- Backman sends out invitations for open house regarding Vintro Hotel.
- Sent to residents and businesses in the vicinity of the proposed hotel and to all City Commissioners.

◎ October 10, 2013

- Backman sends a second letter to City Commissioners, reminding them of the open house.

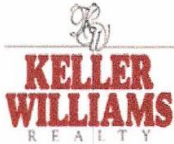

◎ October 14, 2013

- Smith calls Backman to again try to push Enrique to sell the Vintro property.
- *Commissioner Trantalis told me that it would be a good time for Enrique to sell...because there is going to be “significant opposition” to the Vintro hotel at your open house.*

SMITH FORWARDS CONTRACT TO PURCHASE VINTRO PROPERTY

October 18, 2013

- Smith emails Backman a contract for the purchase of the Vintro property.

“AS IS” Residential Contract For Sale And Purchase
THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1* **PARTIES:** _____ VINTRO FORT LAUDERDALE, LLC _____ (“Seller”),
2* and _____ MICHAEL SCOTT HOWARD, AND OR ASSIGNS _____ (“Buyer”),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively “Property”) pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and
5 any riders and addenda (“Contract”):
6 **1. PROPERTY DESCRIPTION:**
7* (a) Street address, city, zip: 3029 ALHAMBRA STREET FORT LAUDERDALE FL 33304
8* (b) Property is located in: BROWARD County, Florida. Real Property Tax ID No.: 5042-12-10-0720
9* (c) Real Property: The legal description is LAUDER DEL MAR 7-30 B LOT 16, 17 BLK 6
10 _____
11 _____
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached
13 wall-to-wall carpeting and flooring (“Real Property”) unless specifically excluded in Paragraph 1(e) or by other terms
14 of this Contract.
15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which
16 are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase:
17 range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and
18 draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access
19 devices, and storm shutters/panels (“Personal Property”).

COMMISSIONER TRANTALIS HAS ALREADY BEEN DESIGNATED THE CLOSING AGENT, PER THE LETTER OF INTENT FROM APRIL 10

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- (c) Assumption of existing mortgage (see rider for terms).
 (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

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 costs 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(s) 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 estoppel fees
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance

• Other: _____

(c) TITLE EVIDENCE:

insurance exceptions
STANDARD covering the
The owner's
Policy and

(ii) Buyer shall 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

(CHECK ONE):

- (i) Seller shall 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 shall 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 shall 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 left blank, then \$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 shall 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 shall 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 shall 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.

A REVISED CONTRACT FOR SALE OF THE VINTRO PROPERTY

October 22, 2013

- Smith forwards a revised purchase contract for the Vintro property which includes a new provision re the City Commission vote.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 6258 and 6259A, as filed.

W. RESERVE

X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer agrees any real estate business involved in the negotiation of this Contract is the physical condition of the Property that may arise subsequently discovered by the Buyer or anyone claiming by, through, or for the Buyer, and that the Buyer's obligation to comply with Florida law does not relieve Seller's obligation to comply with Florida law.

ADDDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached Contract (Check if applicable):

<input type="checkbox"/> A. Condominium Rider	<input type="checkbox"/> M. Defective Drywall
<input type="checkbox"/> B. Homeowners' Assn.	<input type="checkbox"/> N. Coastal Construction Control Line
<input type="checkbox"/> C. Seller Financing	<input type="checkbox"/> O. Insulation Disclosure
<input type="checkbox"/> D. Mortgage Assumption	<input checked="" type="checkbox"/> P. Lead Based Paint Disclosure (Pre-1978 Housing)
<input type="checkbox"/> E. FHA/VA Financing	<input type="checkbox"/> Q. Housing for Older Persons
<input type="checkbox"/> F. Appraisal Contingency	<input type="checkbox"/> R. Rezoning
<input type="checkbox"/> G. Short Sale	<input type="checkbox"/> S. Lease/Purchase/Lease Option
<input type="checkbox"/> H. Homeowners/Flood Ins.	<input type="checkbox"/> T. Pre-Closing Occupancy by Buyer
<input type="checkbox"/> I. RESERVE	<input type="checkbox"/> U. Post-Closing Occupancy by Seller
<input type="checkbox"/> J. Interest-Bearing Acct.	<input type="checkbox"/> V. Sale of Buyer's Property
<input type="checkbox"/> K. RESERVE	<input type="checkbox"/> W. Back-up Contract
<input type="checkbox"/> L. RESERVE	

20. ADDITIONAL TERMS:
SELLER WILL PAY KELLER WILLIAMS 3% OF PURCHASE PRICE AT CLOSING.
CONTRACT IS TERMINATED WITH NO PENALTIES FOR EITHER SELLER OR BUYER IF SELLER PASSES CITY COMMISSION VOTE IN FAVOR OF SELLERS TOWER PROJECT AT 3029 ALHAMBRA STREET IN FORT LAUDERDALE FLORIDA.

COUNTER-OFFER/REJECTION

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

Seller rejects Buyer's offer.

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

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

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

Buyer's Initials: _____ Page 10 of 11 Seller's Initials: *MSH*
Florida Realtors/Florida Bar/ASS-2 Rev 3/10 2013 Florida Realtors and the Florida Bar. All rights reserved.

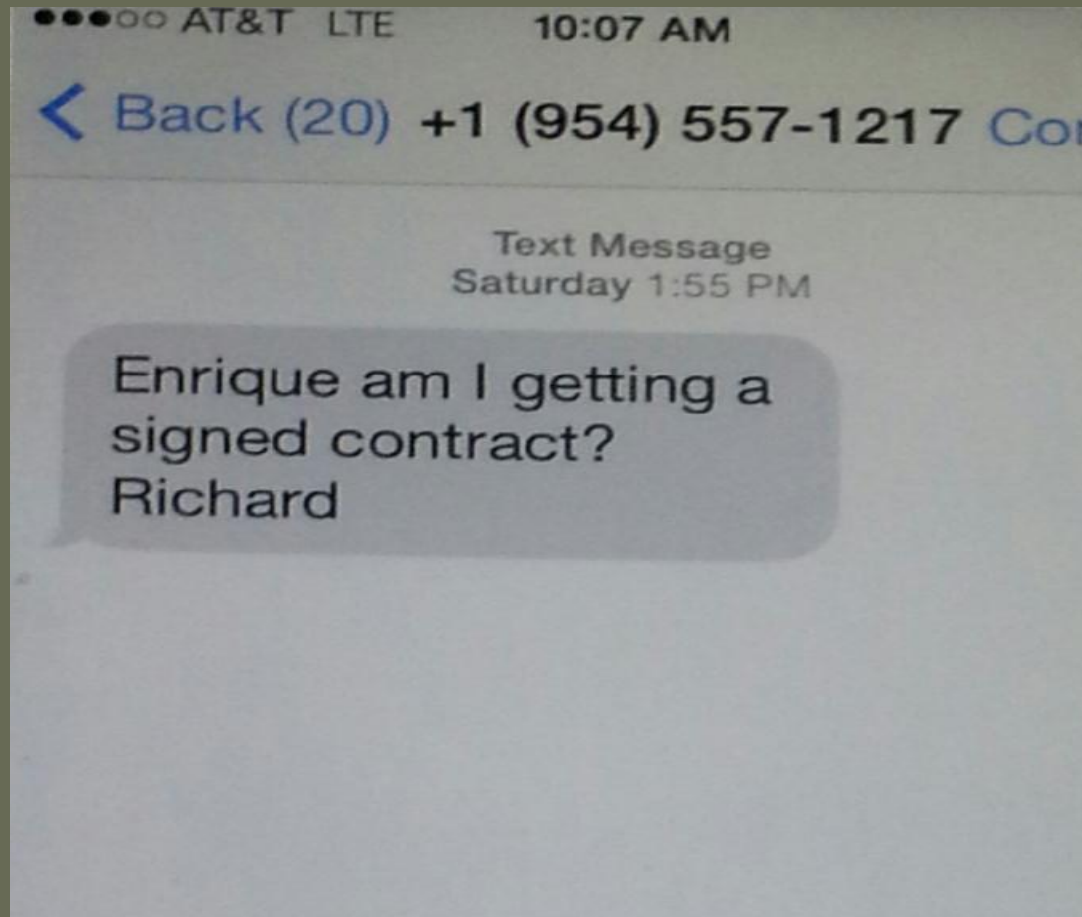
This software is licensed to: *Richard Smith - Keller Williams Realty Profect* www.homesandland.com. *Realtors*

◎ October 29, 2013

- Backman tells Smith that Colmenares won't sell.
- Smith presses to at least have the original Letter of Intent signed.
- Again, Letter of Intent lists Commissioner Trantalis as Closing Agent, that the closing shall take place at Commissioner Trantalis' law offices and that \$150,000 shall be deposited into the Dean J. Trantalis Trust.

SMITH'S "HAIL MARY" FOR HIS COMMISSION

◉ November 2, 2013




Commissioner Trantalis and Richard Smith



Domestic Partners

- Commissioner Trantalis and Richard Smith registered as domestic partners in Broward County on January 30, 2003.

This document prepared by
and return to:



DECLARATION OF DOMESTIC PARTNERSHIP

We swear or affirm under penalty of perjury that:

1. We are both 18 or older and competent to contract;
2. Neither of us is married nor a partner in another domestic partnership;
3. Neither of us is related to the other by blood;
4. We are domiciled in Broward County or pre, otherwise the Broward County Domestic Partnership Act of 1998;
5. We consent to this domestic partnership and said consent is given freely, without duress, or fraud;
6. We agree to be jointly responsible for each other's basic needs and expenses;
7. Neither of us has had a different domestic partner within the last 12 months;
8. Our mailing addresses are:

Name Dean J. Trantalis
Address 143D NE 18th Avenue
City, State & Zip Code Ft. Lauderdale, FL 33304

Name Richard G. Smith
Address Same
City, State & Zip Code _____

Name Dean J. Trantalis
Address 143D NE 18th Avenue
City, State & Zip Code Ft. Lauderdale, FL 33304

Name Richard G. Smith
Address Same
City, State & Zip Code _____

Domestic Partners

- Commissioner Trantalis and Smith filed for termination of their domestic partnership on April 24, 2013 after living together for over 10 years.

This document prepared by
and return to:

BROWARD COUNTY

DECLARATION OF TERMINATION OF DOMESTIC PARTNERSHIP

I swear or affirm under penalty of perjury that:

1. The Domestic Partnership between Dean J. Trantalis
Certificate Number 1026006410

2. On April 24, 2013 (date) I mailed in
last known address, which is 3696

I swear or affirm under penalty of perjury under the provisions above are true and correct.

Executed on: April 24, 2013
at William Mays

Signed: Dean J. Trantalis
Print Name: Dean J. Trantalis
Address: 1430 NE 18th Ave., Fort Lauderdale, FL 33304
Telephone Number: (954) 295-2838

State of Florida
County of Broward ss.

On this 24 day of April the year of 2013 before me, the undersigned authority, personally appeared, Dean J. Trantalis personally known to me for providing the following identification _____ and, in my presence, executed the foregoing Termination of Declaration of Domestic Partnership.

Acknowledgment:

State of Florida
County of Broward ss.

On this 24 day of April the year of 2013 before me, the undersigned authority, personally appeared, Dean J. Trantalis personally known to me for providing the following identification _____ and, in my presence, executed the foregoing Termination of Declaration of Domestic Partnership.

Notary Public
Brett W. LaGrow
Brett W. LaGrow
My Commission EE082098
Expires 02/20/15

404-02

- Commissioner Trantalis is Smith's attorney in his bankruptcy petition filed on January 30, 2013.

Debtor

Richard G. Smith

Debtor
Richard G. Smith
2633 NE 14th Ave #304
Wilton Manors, FL 33334
BROWARD-FL
SSN / ITIN: xxx-xx-9358
aka Richard Glenn Smith

U.S. Bankruptcy Court
Southern District of Florida (Fort Lauderdale)
Bankruptcy Petition #: 13-12105-RBR

Date filed: 01/30/2013
Debtor discharged: 05/13/2013
341 meeting: 03/05/2013
Deadline for filing claims: 07/17/2013
Deadline for objecting to discharge: 05/06/2013

represented by **Dean J Trantalis, Esq**
2255 Wilton Dr
Wilton Manors, FL 33305
(954) 566-2226
Fax : 954-566-2248
Email: brian@trantalis.com

represented by Dean J Trantalis, Esq

Jonacquisti
Pine Island Blvd #
on, FL 33322
1.4733
34-337-0637
Email: mark@mbpa-law.com

Sandy P Jones
1776 N Pine Island Rd # 222
Plantation, FL 33322
954-634-4733
Email: sandy@mbpa-law.com

John A. Moffa, Esq.
1776 N Pine Island Rd #222
Plantation, FL 33322
954.634.4733
Fax : 954-337-0637
Email: john@mbpa-law.com

U.S. Trustee
Office of the US Trustee
51 S.W. 1st Ave.
Suite 1204
Miami, FL 33130
(305) 536-7285

Business Associates
Smith's "Title Company Closing Officer"

- Commissioner Trantalis employed by Smith as the "Title Company Closing Officer" on two of three reported real estate transactions in Smith's bankruptcy filings.

Case 13-12105-RBR Doc 6 Filed 01/30/13 Page 3 of 5

KELLER WILLIAMS REALTY
Disbursement Authorization Form
Page 1 of 1

KELLER WILLIAMS REALTY PROFESSIONALS
3696 N. FEDERAL HIGHWAY, SUITE #101,
Fort Lauderdale, FL 33308

Expires 10/01

Closing Date **12/01/12**

DA #	8557	Closing Date	12/01/12
Property Address	225 27 Street Miami Beach, FL 33140	Contract Date	12/01/12
Seller	Prime MC Real Estate, LLC	Type of Sale	S
Buyer	Nilo Burgerelli	Sales Price	\$450,000.00
Subdivision		Commission	\$6,375.87
		Tax	\$.00
		Commercial Fee	\$.00
		Loan/OF#	091210
		Fax #	

Title Company Closing Officer **Dean J. Trantalis, P.A.**

When signed below, KELLER WILLIAMS REALTY is authorized to disburse by separate check a letter of authorization YOU MUST SIGN.

KELLER WILLIAMS REALTY
Richard G. Smith, Jr.

Title Company Closing Officer **Dean J. Trantalis, P.A.**

Date:

Checks payable to "KELLER WILLIAMS REALTY" should be made to the associate or delivered to the associate who will deliver the check to the lender, the STATEMENT, and a COP

Business Associates Smith's "Title Company Closing Officer"

Case 13-12105-RBR Doc 6 Filed 01/30/13 Page 5 of 5



Closing Date

08/01/12

KELLER WILLIAMS REALTY PROFESSIONALS
3895 N. FEDERAL HIGHWAY, SUITE #101,
Fort Lauderdale, FL 33308

Expires 10/01/12

DA # 9096
Property Address 225 27 St D
Miami Beach, FL 33140
Seller Prime RE LLC
Buyer Bottazzo
Subdivision

Closing Date 08/01/12
Contract Date 08/01/12
Type of Sale L
Sales Price \$430,000.00
Commission \$3,225.00
Tax \$ 0.00
Commercial Fee \$ 0.00
Loan/GF# 061205A
Fax #

Title Company Closing Officer Dean J. Trantalis, P.A.

When signed below, KELLER WILLIAMS REALTY PROFESSIONALS authorizes the total commission of \$3,225.00 to be disbursed by separate check and delivered as indicated. If for any reason the amounts on the checks are different from this letter of authorization YOU MUST OBTAIN NEW APPROVAL. Sales associates are not authorized to modify commission agreements.

KELLER WILLIAMS REALTY PRO
Richard G Smith, P.A.

Date: _____ Appro

Checks payable to "KELLER WILLIAMS REALTY PROFESSIONALS" shall be made payable to the associate or delivered along with the associate will deliver the "KELLER WILLIAMS REALTY PROFESSIONALS STATEMENT, and a COPY OF THIS STATEMENT"

Title Company Closing Officer

Dean J. Trantalis, P.A.

- Commissioner Trantalis has been the Registered Agent for Smith's Professional Association since 2009.

Florida Profit Corporation

RICHARD G. SMITH, P.A.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
www.smiths.org

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Detail by Entity Name

Florida Profit Corporation

RICHARD G. SMITH, P.A.

Information

Entity Number	P09000048788
Entity Number	270311933
Effective Date	06/03/2009
State	FL
Status	ACTIVE

Registered Agent Address

18TH AVENUE
FORT LAUDERDALE, FL 33304

Address

18TH AVENUE
FORT LAUDERDALE, FL 33304

Registered Agent Name & Address

TRANTALIS, DEAN JESQ
2255 WILTON DRIVE
WILTON MANORS, FL 33305

Officer/Director Detail

Name & Address

Title PVPS

SMITH, RICHARD G
1430 NE 18TH AVENUE
FORT LAUDERDALE, FL 33304

Title TD

SMITH, RICHARD G
1430 NE 18TH AVENUE
FORT LAUDERDALE, FL 33304

Registered Agent Name & Address

TRANTALIS, DEAN JESQ

2255 WILTON DRIVE

WILTON MANORS, FL 33305

Misuse of Public Position

- Section 112.313(6), Florida Statutes (2013), provides:

No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with s. 104.31.

Misuse of Public Position

§ 112.313(6), Fla. Stat.

ELEMENTS

- “No public officer...”
- “...shall use or attempt to use his or her official position...”
- “...to secure a special privilege, benefit or exemption...”
- “...for himself, herself, or others.”

HOW THEY ARE MET

- Dean Trantalis is a public officer in his capacity as a City Commissioner and is in fact the District Commissioner for where Vintro property located.
- By putting Smith in contact with Backman and through Smith’s constant relaying of messages from Commissioner Trantalis, Commissioner Trantalis is using his official position.
- Letter of Intent lists Commissioner Trantalis as closing agent which he will be paid for and his law firm gets business; Smith makes at minimum 3% of \$2 million commission.
- Money goes to **both** Commissioner Trantalis and Smith.

Voting Conflict

- Section 112.3143(3)(a), Florida Statutes (2013), provides:

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss or a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

Voting Conflict

§112.3143(3)(a), Fla. Stat.

ELEMENTS

- “No county, municipal, or other local public officer...”
- “...shall vote in an official capacity...”
- “...on any matter which would inure to his special private gain or loss...”
- “...or...to the special private gain or loss of a relative or business associate...”

HOW THE ARE MET

- Dean Trantalis is a public officer in his capacity as a City Commissioner and is in fact the District Commissioner for where Vintro property located.
- Voting as a member of the City Commission on approving or denying the Vintro Hotel.
- Commissioner Trantalis stands to make money and get business for his law firm by voting to deny the Vintro project.
- Smith will make potentially two very large commissions. Commissioner Trantalis is Smith’s attorney, his Registered Agent, his business referral on real estate closing and until recently his domestic partner of over 10 years.

CHRONOLOGY OF EVENTS RELATED TO VINTRO HOTEL

1. **September 18, 2012** – Enrique Colmenares (hereafter referred to as “Owner/Applicant”) submits a development application to the City of Fort Lauderdale for site plan level IV review for a hotel, City of Fort Lauderdale Case No. 70R12 (“Vintro Development Application”) for the property located at 3029 Alhambra Street, Fort Lauderdale, Florida, 33304 (“Property”).
2. **October 4, 2012** – Mr. Backman and Owner/Applicant attend meeting with Central Beach Alliance (“CBA”) Board of Directors to introduce and discuss proposed Vintro Hotel. Dean Trantalis, while not a CBA Board Member, was in attendance. The meeting was set as a private meeting with the CBA Board. No other general CBA members were in attendance. At the time, Mr. Trantalis was campaigning for the City Commission. Although Mr. Trantalis indicated he was simply there to observe and would remain “a fly on the wall” during the meeting, he proceeded to take over the CBA Board meeting expressing his significant disagreement with the location of the proposed hotel and the fact that it would require demolishing what he believes is an attractive home. He opined that his preference was for the Owner/Applicant to purchase the adjacent property for the proposed hotel and for the Applicant to turn the home into a restaurant that would support the hotel.
3. **March 12, 2013** – Mr. Trantalis is elected to office as District 2 City Commissioner. Commissioner Trantalis is the District Commissioner for the District in which the Property is located.
4. **April 8, 2013** – Meeting between Mr. Backman and Commissioner Trantalis re Vintro Development Application. During the meeting, Commissioner Trantalis makes it clear to Mr. Backman that he would not support the project when it came before the City Commission for a vote.
5. **April 8, 2013** – Shortly after the meeting with Commissioner Trantalis, Mr. Backman receives a voicemail from Richard Smith, a real estate broker with Keller Williams Realty. Mr. Smith states in the message that he was referred by Commissioner Trantalis. *Note: Mr. Smith and Commissioner Trantalis were registered domestic partners from 2003 through April of this year. Commissioner Trantalis is also the registered agent for Richard G. Smith P.A. and the PA's principle place of business and mailing address is 1430 NE 18th Avenue, Fort Lauderdale, 33304 (a property owned by Commissioner Trantalis).*
6. **April 9, 2013** – Telephone conference between Mr. Smith and Mr. Backman. Mr. Smith introduced himself as “a friend of Commissioner Trantalis.” Mr. Smith advised Mr. Backman that the Commissioner told him that the Vintro Development Application would be denied. Mr. Smith went on to advise that he and Commissioner Trantalis thought the Owner/Applicant might be interested in selling the Property rather than go through a lengthy fight over the proposed hotel. Mr. Backman responded that it was his belief that the Owner/Applicant had no interest in selling the Property, but if Mr. Smith made an offer he was obligated to pass the offer on to his client.
7. **April 9, 2013** – Email from Mr. Smith to Mr. Backman providing contact info and advising that he would be contacting his client about preparing a letter of intent regarding the purchase of the Property. *Email attached as Exhibit A.*
8. **April 10, 2013** – Letter of Intent from Mr. Smith via email to Mr. Backman re Michael Howard’s intent to purchase Property for \$2 million – “all cash” (“LOI”). LOI requests a Purchase and Sale Agreement within 15 days of execution of the LOI. Deposit provision in section 9 of LOI provides that concurrent with execution of LOI, buyer shall deposit \$50,000.00 in cash into Dean J. Trantalis Esq. Trust account. And further, after the 30-day review and feasibility period, an additional \$100,000.00 shall be deposited with said Mr. Trantalis. Section 10 of the LOI provides that the

closing of the transaction shall take place 30 days after expiration of the review and feasibility period at the office of Mr. Trantalis in Wilton Manors, Florida. The LOI also provides in section 14 that Mr. Smith is to be paid by the Owner/Applicant a commission equal to 3% of the selling price at the closing. Finally, the LOI provides in section 7 that the buyer “acknowledges that it is buying the property for residential.” *LOI attached as Exhibit B.*

9. **April 15, 2013** – Email from Mr. Smith to Mr. Backman following up on status of LOI. *Email attached as Exhibit C.*
10. **April 25, 2013** – Email chain between Mr. Backman and Mr. Smith regarding status of LOI. *Emails attached as Exhibit D.*
11. **On or about April 30** – Telephone conference between Mr. Smith and Mr. Backman where Mr. Smith follows up on the LOI. Mr. Smith advises that he has met with City staff re permissible uses on the property.
12. **May 3, 2013** – Email from Mr. Smith to Mr. Backman advising that if Owner/Applicant wants a meeting with potential buyer he can set one up. *Email attached as Exhibit E.*
13. **May 6, 2013** – Telephone conference between Mr. Smith and M. Backman re meeting with respective clients to discuss possible sale of property and LOI.
14. **May 7, 2013** – Emails between Mr. Smith and Mr. Backman re meeting with Owner/Applicant and potential buyer on Monday, May 13, 2013 at 11:30 am at the Property. *Emails attached as Exhibit F.*
15. **May 10, 2013** – Emails between Mr. Backman and Mr. Smith rescheduling meeting from 11:30 am to 12:30 pm. *Emails attached as Exhibit G.*
16. **May 13, 2013** – Meeting at the Property between Mr. Backman, Mr. Smith, Owner/Applicant and potential purchaser Bill Balkou. Mr. Balkou stated that he and his partner, Michael Howard, who was unable to attend the meeting, wanted to develop the Property into a restaurant demolishing a portion of the existing home and leaving the remainder. Mr. Smith stated that he had met with City staff to discuss the property and potential permissible uses on the property. Mr. Balkou was offering \$2 million to purchase the Property and Mr. Balkou/Mr. Smith were to follow up in a few days with a deposit check pursuant to the terms laid out in the LOI and the draft P&S agreement. The LOI was not executed by the Owner/Applicant at this time nor has it been executed to date.
17. **May 13, 2013** – Email from Mr. Smith to Mr. Backman and Owner/Applicant thanking them for the meeting and forwarding information on a potential replacement property for Owner/Applicant to consider. The replacement property proposed by Mr. Smith for the Owner/Applicant to purchase and develop a Vintro Hotel on is located at 515 Sea Breeze Boulevard, Fort Lauderdale, Florida (“Smith Property”). *Emails attached as Exhibit H.*
18. **May 14, 2013** – Emails from Mr. Smith to Mr. Backman (with Owner/Applicant copied) re Smith Property and non-circumvention/confidentiality/nondisclosure agreement between Keller Realty (Smith’s employer) and Owner/Applicant as buyer (“NCND”). The NCND provides that a commission is to be paid to Keller by Owner/Applicant for any business transactions that follow. *Emails and NCND is attached as Exhibit I.*
19. **May 15, 2013** – Telephone conference between Mr. Smith and Mr. Backman re zoning regulations and permitted uses for the Property. Mr. Smith specifically inquires whether residential uses are permitted on the Property.
20. **May 18, 2013** – Email between Mr. Backman and Mr. Smith re status of P&S agreement for the Property. Mr. Smith also advises that he sent information to the lenders and is waiting on

- Owner/Applicant to send back to him the executed NCND on the Smith Property. *Email attached as Exhibit J.*
21. **May 28, 2013** – Emails between Mr. Backman and Mr. Smith re status. Mr. Smith indicates that they hope to have a loan commitment this week. *Emails attached as Exhibit K.*
 22. **June 4, 2013** – Email from Mr. Smith to Mr. Backman and Owner/Applicant advising that his client is in the process of securing the final financing and prepared to put 25%-30% down on a \$2 million purchase price. Email further advises that the buyer has approximately \$1 million to put into a renovation for a restaurant as well (“with a lease in place”). *Email attached as Exhibit L.*
 23. **On or about June 5, 2013** – Telephone conference between Owner/Applicant and Mr. Smith where Owner/Applicant advises that the sales price for the Property is \$3 million.
 24. **June 7, 2013** – Email from Mr. Smith to Mr. Backman requesting a call. This email was in response to above email from Owner/Applicant re \$3 million counteroffer. *Email attached as Exhibit M.*
 25. **June 11, 2013** – Email from Mr. Smith to Mr. Backman re increased sales price and expressing financing and appraisal concerns on his client’s behalf due to the increased sales price.
 26. **June 11, 2013** – Email from Mr. Backman to Mr. Smith stating Mr. Backman would touch base with Owner/Applicant and follow up with Mr. Smith. *Email attached as Exhibit N.*
 27. **June 12, 2013** – Email from Mr. Smith responsive to Mr. Backman’s above June 11, 2013 email. Mr. Smith continues to express interest for the Property but indicated he is now looking at other sites for his client as well. *Email attached as Exhibit O.*
 28. **July 29, 2013** – Telephone conference between Mr. Smith and Mr. Backman. Mr. Smith expresses his client’s continued interest in purchasing the Property. The call caught Mr. Backman by surprise considering discussions broke off more than a month earlier when Owner/Applicant increased the asking price to \$3 million.
 29. **August 5, 2013** – Email from Mr. Smith to Mr. Backman and Owner/Applicant providing information on Smith Property and again expressing his client’s interest in purchasing the Property at the original \$2 million offer price. Mr. Smith attaches a 2009 appraisal of \$12.5 million for the Smith Property (appraisal includes Smith Property and a property across the street which is not part of the purchase) and also advises that the current owner purchased both properties for \$7 million. Mr. Smith states that the property is zoned for hotel use and if the Owner/Applicant is interested he can set up a viewing and prepare an LOI. The Smith Property is not on the market, but Mr. Smith advises that the owner would be interested in selling it. *Email attached as Exhibit P.*
 30. **On or about August 5, 2013** – Mr. Backman advises Mr. Smith that Owner/Applicant would need a contract for the purchase and sale of the Alhambra property, as well as a cash deposit, before he would further consider selling the property. After this conversation, communication between Mr. Smith and Mr. Backman stopped for close to two months.
 31. **October 8, 2013** – Mr. Backman sends out invitations for a neighborhood open house regarding the property, which was to take place the following Wednesday, October 16, 2013 from 5:00pm until 6:30pm at Casablanca Café. Invitations are sent to residents in the immediate vicinity of the Property and to City Commissioners.
 32. **October 10, 2013** – Mr. Backman sends a letter, via email, to City Commissioners, reminding them of the open house for which they should have received invitations. Mr. Backman advises the City Commissioners that he has held support parties and attended multiple meetings with community groups. Mr. Backman further relates that the Vintro team has canvassed the neighborhood on foot and met to discuss the project with concerned residents. The letter to City Commissioners indicates

- the buildings and streets that received mailed notice of the open house. *Letter with attached map and residence list attached as Exhibit Q.*
33. **October 14, 2013** – Telephone conference between Mr. Smith and Mr. Backman regarding the potential sale of the property. Mr. Smith advises Mr. Backman that he had spoken with Commissioner Trantalis, who said that there would be significant opposition to the Vintro project at the open house and that it might be a good time to proceed with the sale of the property. Mr. Backman tells Mr. Smith to forward a copy of a contract for the purchase and sale of the property to pass along to Owner/Applicant.
 34. **October 16, 2013** – Mr. Backman and Owner/Applicant hold an open house at Casablanca Café for residents interested in learning more about the Vintro project. Though no official list was kept, it is believed that about 75 people were in attendance at the open house, many of those people positive about or in support of the project.
 35. **October 18, 2013** – Email from Mr. Smith to Mr. Backman sending a contract for the sale of the Property, entitled “‘AS IS’ Residential Contract For Sale And Purchase.” The contract provides that an initial deposit of \$10,000.00 would be made into the escrow account of Keller Williams Realty. The contract further provides that the closing agent shall be designated by the buyer. *10/18/13 contract attached as Exhibit R.*
 36. **October 21, 2013** – Email correspondence between Mr. Smith and Mr. Backman in which Mr. Smith confirms that the offer will remain open after this date and that he will be forwarding a revised contract to Mr. Backman on the following day.
 37. **October 22, 2013** – Email from Mr. Smith to Mr. Backman forwarding a revised copy of the contract. The revised version, per Mr. Backman’s request, includes a provision that the contract is terminated with no penalty for either party if the Owner/Applicant passes a City Commission vote to approve the Vintro Hotel project. *10/22/13 contract attached as Exhibit S.*
 38. **October 28, 2013** – Email from Mr. Smith to Mr. Backman requesting that an executed copy of the contract be returned to Mr. Smith in order to secure hedge fund funding for the loan in relation to the purchase of the Property. According to Mr. Smith, the loan commitment expires on the following day.
 39. **October 29, 2013** – Telephone conference between Mr. Smith and Mr. Backman in which Mr. Backman advises Mr. Smith that the Owner/Applicant would not be executing the contract. Mr. Smith presses Mr. Backman and states that he needs an executed agreement on this date in order to secure financing through a friend who manages a hedge fund. Once Mr. Backman explains that Owner/Applicant would not be signing the contract, Mr. Smith presses for Owner/Applicant to at least sign the Letter of Intent, which had not been done previously. Again, the Letter of Intent, which was originally sent by Mr. Smith to Mr. Backman on April 10, 2013, lists Commissioner Trantalis as the closing agent and designates that \$100,000.00 shall be deposited into the Dean J. Trantalis Esq. Trust account.
 40. **November 2, 2013** – Owner/Applicant receives a text message from Mr. Smith stating as follows: “Enrique am I getting a signed contract? Richard” *Photograph of text message is attached as Exhibit T.*



Kathy Brignola

From: Richard G. Smith <RGSsells@aol.com>
Sent: Tuesday, April 09, 2013 6:23 PM
To: Scott Backman
Subject: From Richard G. Smith

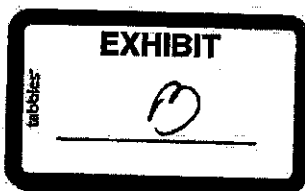
Scott,

Please find attached my contact information. I will contact my client about putting together an LOI.

Best Regards,

Richard

Richard G. Smith, P.A.
(954) 557-1217 Cell
Realtor
Commercial/Residential
Keller Williams Realty
3696 N. Federal Highway, #131
Fort Lauderdale, Florida 33308
(954) 630-7020 Office
(954) 630-7050 Fax
RGSsells@aol.com



Kathy Brignola

From: Richard G. Smith <rgssells@aol.com>
Sent: Wednesday, April 10, 2013 2:20 PM
To: Scott Backman
Subject: Re: From Richard G. Smith
Attachments: Michael Howard LOI.pdf

Scott,

Please find attached my clients LOI for 3029 Alhambra. I look forward to working with you.

Best Regards.

Richard
Richard G. Smith, P.A.
(954) 557-1217 Cell
Realtor
Commercial/Residential
Keller Williams Realty
3696 N. Federal Highway, #131
Fort Lauderdale, Florida 33308
(954) 630-7020 Office
(954) 630-7050 Fax
RGSsells@aol.com

-----Original Message-----

From: Scott Backman <sbackman@dmbblaw.com>
To: 'Richard G. Smith' <RGSsells@aol.com>
Sent: Tue, Apr 9, 2013 10:14 pm
Subject: RE: From Richard G. Smith

Thank you Richard. My contact information is below.

PLEASE MAKE NOTE OF OUR NEW FIRM NAME AND EMAIL ADDRESS

Scott Backman
Dunay, Miskel, Backman and Blattner, LLP
5355 Town Center Road, Suite 801
Boca Raton, FL 33486
Direct No.: (561) 237-1537
Main No.: (561) 391-4900
Fax No.: (561) 368-9274
Email: sbackman@dmbblaw.com

From: Richard G. Smith [<mailto:RGSsells@aol.com>]
Sent: Tuesday, April 09, 2013 6:23 PM
To: Scott Backman
Subject: From Richard G. Smith

Scott,

Please find attached my contact information. I will contact my client about putting together an LOI.

Best Regards,

Richard

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Realtor
Commercial/Residential
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3698 N. Federal Highway, #101
Fort Lauderdale, Florida 33308
(954) 630-7020 Office
(954) 390-6025 Fax
RGSsells@aol.com

3029 Alhambra Street
Fort Lauderdale, FL 33304

RE:
Letter of Intent to purchase the property located at:

3029 ALHAMBRA STREET, FORT LAUDERDALE, FL 33304
Folio# 5042-12-10-0720

Dear Sirs:

The purpose of this letter is to describe the general terms of the intent of the undersigned or its nominee, MICHAEL HOWARD ("BUYER"), to acquire the above referenced real estate ("PROPERTY") from the current owner(s) of record, VINTRO FOR LAUDERDALE LLC ("SELLER").

1. **PROPERTY:**

12,500 sq. ft. with 2763 sq. ft. building.

2. **PURCHASE PRICE:**

\$2,000,000.00 (Two Million Dollars).
(\$) all cash to the "SELLER"

3. **CONTRACT PREPARATION:**

SELLER will submit a complete Purchase and Sale Agreement ("CONTRACT") within fifteen (15) days of execution of this Letter Of Intent. Seller covenants that it will not offer the PROPERTY for sale during this period.

4. **SURVEYS, PLANS & PERMITS:**

SELLER shall provide current surveys of the existing PROPERTY within ten (10) days after execution of the Letter of intent. Further, SELLER shall, to the extent available, provide copies of permits, building plans, engineering, and such information relates to the proposed acquisition of the subject property.

5. **TITLE COMMITMENT:**

SELLER shall provide a copy of the Owner's Title Insurance Policy which was issued to it upon its purchase of the subject property within (10) days after the execution of this Letter of Intent. Such Policy shall provide its current legal description of the PROPERTY including copies of recorded instructions known by the owner(s) that presently affect the use and/or merchantability of the PROPERTY. Such instruments shall include, but not be limited to easement, right of way, and boundary line agreements, etc.

6. ENVIRONMENTAL MATTERS:

SELLER shall, within ten (10) days after the execution of the Letter of Intent, deliver to the PURCHASER copies of any and all reports tests, surveys or examinations conducted by any private, local state or federal individuals, agencies or entities concerning environmental matters or hazardous materials affecting, contained within or upon or pertaining to the PROPERTY in any manner whatsoever as contained in the SELLER'S records or reasonably known to exist as required by this provision, but not in the possession of the SELLER, the seller shall provide the location of such reports and will reasonably assist the BUYER in procuring such records at the SELLER'S expense.

7. REVIEW & FEASIBILITY PERIOD:

It is expected that the Buyer will require approximately 30 days from the Effective Date of the Purchase and Sale Agreement in which to review their due diligence and feasibility. If, prior to the expiration of the Review and Feasibility period, the BUYER determines, in its sole discretion, not proceed with the acquisition of the PROPERTY, the BUYER has the option to unilaterally terminate the CONTRACT and receive a full refund of any earnest money deposit and any interest accruing thereto. Buyer acknowledges that it is buying the property for residential.

8. RIGHT TO INFORMATION

SELLER agrees to promptly provide to BUYER any information in the possession of SELLER in relation to the PROPERTY, which may be requested verbally, or in writing by BUYER. An initial list of requested information is attached hereto as Appendix "A". The duty to provide such information and materials, as it becomes known to the SELLER shall be a continuing duty upon the SELLER during the period of the CONTRACT and shall not be discharged until after closing and recording.

9. DEPOSITS:

Concurrently with the execution of the CONTRACT, BUYER shall deposit, in cash, the amount of Fifty Thousand dollars (\$50,000.00) with Dean J. Trantalis Esq. Trust. Upon the expiration of the Review and Feasibility Period, and if BUYER elects to proceed with the CONTRACT, BUYER shall deposit an additional One Hundred Thousand Dollars (\$100,000.00) with said Attorney. All deposits shall be (a) returned in the total to BUYER in the event BUYER provides written notice of termination of the CONTRACT prior to expiration of the Review & Feasibility Period and pursuant to section 8 above, or (b) credited against the BUYER'S cash requirement at closing.

10. CLOSING:

The closing of the transaction shall take place 30 days after the expiration of the Review and Feasibility Period at the office of Dean Trantalis Esq., Wilton Manors, FL 33305.

11. INSPECTION OF PROPERTY:

SELLER shall provide full access to the PROPERTY subject to reasonable request within 24 – 48 hours by BUYER. SELLER will also provide access to the BUYER of the books and records, correspondence and other documentation in the possession of the SELLER as such relates to the PROPERTY and as required under Appendix "A" hereinafter. It is agreed that in the course of the Review Period, the PROPERTY will be visited and inspected by the BUYER and the BUYER'S personnel, consulting engineers, environmental specialists and other specialists and tradesmen that it deems necessary for its feasibility study. The BUYER agrees to coordinate such visits with a designated representative of the SELLER with reasonable notice.

12. PRORATIONS: All items of expenses, including property taxes shall be prorated as of date of closing.
13. CONTINGENCIES: Subject to a 30 day due review and feasibility period.
14. BROKERAGE: The CONTRACT shall contain a provision whereby the SELLER shall be responsible for the payment of a commission equal to 3% of the selling price to Keller Williams Realty for realtor Richard G. Smith. Said commission shall be due and payable at closing.

15. ASSIGNMENT OF AGREEMENT OR RESALE OF PROPERTY:

The contract can be assignable.

By acceptance of this non-binding Letter of Intent, the BUYER will immediately instruct its counsel to prepare a formal Purchase and Sale Agreement ("CONTRACT") incorporating the terms and conditions contained herein.

Agreed and Accepted This _____ Day of April, 2013

SELLER

BY: _____

Printed Name: _____

Title: _____

Date: _____

Agreed and Accepted This 10 Day of April, 2013

BUYER:

BY: 

Printed Name: Michael Howard

Title: Buyer

Date: 4-10-13

BUYER offers to purchase the property on the above terms and conditions. Unless this offer is signed by the **SELLER** and a copy delivered to **BUYER** no later than **5:00 PM** on **April 12, 2013** this offer will expire.

APPENDIX "A"
LEGAL DESCRIPTION

Parcel ID # 5042 12 10 0720
Property Type: Residential
Property Address:
3029 Alhambra Street
Fort Lauderdale, FL 33304

Legal Description:
LAUDER DEL MAR 7-30 B LOT 16, 17 BLK6

Current Owner
VINTRO FORT LAUDERDALE LLC



Kathy Brignola

From: Richard G. Smith <rgssells@aol.com>
Sent: Monday, April 15, 2013 1:33 PM
To: Scott Backman
Subject: from Richard G. Smith

Scott,

My client is leaving on Thursday and I was hoping to follow up on the LOI I sent for the Alhambra property before he left.

Please advise.

Best Regards,

Richard
Richard G. Smith, P.A.
(954) 557-1217 Cell
Realtor
Commercial/Residential
Keller Williams Realty
3696 N. Federal Highway, #131
Fort Lauderdale, Florida 33308
(954) 630-7020 Office
(954) 630-7050 Fax
RGSSells@aol.com



Kathy Brignola

From: Richard G. Smith <rgssells@aol.com>
Sent: Thursday, April 25, 2013 12:29 PM
To: Scott Backman
Subject: Alahambra

Scott,

I have sent you a few emails with no response. My client has asked me to follow up with our LOI sent through your office for the possible purchase of 3029 Alhambra. Please respond that you are receiving my emails.

Best Regards,

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(954) 630-7050 Fax
RGSSells@aol.com

Kathy Brignola

From: Richard G. Smith <rgssells@aol.com>
Sent: Thursday, April 25, 2013 4:02 PM
To: Scott Backman
Subject: Re: Alahambra

Scott,

Thank you for the update. I will notify my client. I am looking forward to working with you.

Best,

Richard
Richard G. Smith, P.A.
(954) 557-1217 Cell
Realtor
Commercial/Residential
Keller Williams Realty
3696 N. Federal Highway, #131
Fort Lauderdale, Florida 33308
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RGSsells@aol.com

-----Original Message-----

From: Scott Backman <sbackman@dmbblaw.com>
To: 'Richard G. Smith' <rgssells@aol.com>
Sent: Thu, Apr 25, 2013 1:09 pm
Subject: RE: Alahambra

Hello Richard,

Sorry I have not gotten back to you. I have spoken with my client but no decision has been made as of yet. I will be in touch when I have more information.

Thank you

PLEASE MAKE NOTE OF OUR NEW FIRM NAME AND EMAIL ADDRESS

Scott Backman
Dunay, Miskel, Backman and Blattner, LLP
5355 Town Center Road, Suite 801
Boca Raton, FL 33486
Direct No.: (561) 237-1537
Main No.: (561) 391-4900
Fax No.: (561) 368-9274
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RGSsells@aol.com



Kathy Brignola

From: Richard G Smith <RGSsells@aol.com>
Sent: Friday, May 03, 2013 4:09 PM
To: Scott Backman
Subject: Re: Alhambra

Scott,
If your client would like to have a meeting with my group for Alhambra I will arrange it.
Best,
Richard

Sent from my iPhone

Richard G. Smith, P.A.
Keller Williams Realty
3696 N Federal Hwy, Suite 131
Fort Lauderdale, FL. 33308
(954) 557-1217
RGSsells@aol.com

On Apr 25, 2013, at 1:09 PM, Scott Backman <sbackman@dmbblaw.com> wrote:

Hello Richard,

Sorry I have not gotten back to you. I have spoken with my client but no decision has been made as of yet. I will be in touch when I have more information.

Thank you

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RGSSells@aol.com



Kathy Brignola

From: Richard G. Smith <RGSSells@aol.com>
Sent: Tuesday, May 07, 2013 2:01 PM
To: Scott Backman
Subject: Re: Alhambra

Scott,
My client is going to fly in Sunday for a face to face meeting on Monday. How is 11:00 am. Please confirm time and location.
Best,
Richard

Richard G. Smith, P.A.
(954) 557-1217 Cell
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Sent from my iPhone

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5355 Town Center Road, Suite 801
Boca Raton, FL 33486
Direct No.: (561) 237-1537
Main No.: (561) 391-4900
Fax No.: (561) 368-9274
Email: sbackman@dmbblaw.com

From: Richard G. Smith [<mailto:rgsells@aol.com>]
Sent: Thursday, April 25, 2013 12:29 PM
To: Scott Backman
Subject: Alhambra

Scott,

I have sent you a few emails with no response. My client has asked me to follow up with our LOI sent through your office for the possible purchase of 3029 Alhambra. Please respond that you are receiving my emails.

Best Regards,

Richard

Richard G. Smith, P.A.
(954) 557-1217 Cell
Realtor
Commercial/Residential
Keller Williams Realty
3696 N. Federal Highway, #131
Fort Lauderdale, Florida 33308
(954) 630-7020 Office
(954) 630-7050 Fax
RGSsells@aol.com

Kathy Brignola

From: Richard G. Smith <rgssells@aol.com>
Sent: Wednesday, May 08, 2013 1:17 PM
To: Scott Backman
Subject: Re: Alhambra

Scott,

We are confirmed for 11:30 am on Monday, May 13th. I am looking forward to meeting you in person and working together.

Best,

Richard

*Richard G. Smith, P.A.
(954) 557-1217 Cell
Realtor
Commercial/Residential
Keller Williams Realty
3696 N. Federal Highway, #131
Fort Lauderdale, Florida 33308
(954) 630-7020 Office
(954) 630-7050 Fax
RGSsells@aol.com*

-----Original Message-----

From: Scott Backman <sbackman@dmbblaw.com>
To: 'Richard G. Smith' <rgssells@aol.com>
Sent: Wed, May 8, 2013 12:57 pm
Subject: RE: Alhambra

Richard – lets meet at the house on Monday at 11:30. Please confirm.

Thanks

PLEASE MAKE NOTE OF OUR NEW FIRM NAME AND EMAIL ADDRESS

Scott Backman
Dunay, Miskel, Backman and Blattner, LLP
5355 Town Center Road, Suite 801
Boca Raton, FL 33486
Direct No.: (561) 237-1537
Main No.: (561) 391-4900
Fax No.: (561) 368-9274
Email: sbackman@dmbblaw.com

From: Richard G. Smith [<mailto:rgssells@aol.com>]
Sent: Tuesday, May 07, 2013 7:51 PM
To: Scott Backman
Subject: Re: Alhambra

Scott,

We will make ourselves available on Monday at your convenience.

Best,

Richard

Richard G. Smith, P.A.
(954) 557-1217 Cell
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RGSsells@aol.com

-----Original Message-----

From: Scott Backman <sbackman@dmbblaw.com>
To: 'Richard G. Smith' <RGSsells@aol.com>
Sent: Tue, May 7, 2013 5:34 pm
Subject: RE: Alhambra

Thanks Richard. Waiting to hear back from my client. Will follow up with you when I hear back.

PLEASE MAKE NOTE OF OUR NEW FIRM NAME AND EMAIL ADDRESS

Scott Backman
Dunay, Miskel, Backman and Blattner, LLP
5355 Town Center Road, Suite 801
Boca Raton, FL 33486
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Email: sbackman@dmbblaw.com

From: Richard G. Smith [<mailto:RGSsells@aol.com>]
Sent: Tuesday, May 07, 2013 2:01 PM
To: Scott Backman
Subject: Re: Alhambra

Scott,
My client is going to fly in Sunday for a face to face meeting on Monday. How is 11:00 am. Please confirm time and location.
Best,
Richard

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Realtor
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Keller Williams Realty
3696 N. Federal Highway, #131
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(954) 630-7020 Office
(954) 630-7050 Fax
RGSsells@aol.com

On May 3, 2013, at 4:09 PM, Richard G Smith <RGSsells@aol.com> wrote:

Scott,

If your client would like to have a meeting with my group for Alhambra I will arrange it.
Best,
Richard

Sent from my iPhone

Richard G. Smith, P.A.
Keller Williams Realty
3696 N Federal Hwy, Suite 131
Fort Lauderdale, FL. 33308
(954) 557-1217
RGSSells@aol.com

On Apr 25, 2013, at 1:09 PM, Scott Backman <sbackman@dmbblaw.com> wrote:

Hello Richard,

Sorry I have not gotten back to you. I have spoken with my client but no decision has been made as of yet. I will be in touch when I have more information.

Thank you

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(954) 630-7020 Office
(954) 630-7050 Fax
RGSSells@aol.com



Kathy Brignola

From: Richard G Smith <RGSSells@aol.com>
Sent: Friday, May 10, 2013 11:35 AM
To: Scott Backman
Subject: Re: Alhambra

We will be there at 12:30.
Have a nice weekend!
Richard

Sent from my iPhone

Richard G. Smith, P.A.
Keller Williams Realty
3696 N Federal Hwy, Suite 131
Fort Lauderdale, FL. 33308
(954) 557-1217
RGSSells@aol.com

On May 10, 2013, at 11:28 AM, Scott Backman <sbackman@dmbblaw.com> wrote:

Richard – I apologize for the inconvenience, but we need to push Monday's meeting back an hour or so.. Can we meet at the house at 12:30 instead?

Thank you for your understanding.

PLEASE MAKE NOTE OF OUR NEW FIRM NAME AND EMAIL ADDRESS

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Dunay, Miskel, Backman and Blattner, LLP
5355 Town Center Road, Suite 801
Boca Raton, FL 33486
Direct No.: (561) 237-1537
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Thanks

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-----Original Message-----

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To: 'Richard G. Smith' <RGSSells@aol.com>

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Subject: RE: Alhambra

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Sent from my iPhone

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Fort Lauderdale, FL. 33308
(954) 557-1217
RGSsells@aol.com

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Hello Richard,

Sorry I have not gotten back to you. I have spoken with my client but no decision has been made as of yet. I will be in touch when I have more information.

Thank you

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(954) 630-7020 Office
(954) 630-7050 Fax
RGSSells@aol.com



Kathy Brignola

From: RICHARD G. SMITH <RGSsells@aol.com>
Sent: Monday, May 13, 2013 7:32 PM
To: Scott Backman
Subject: Property for you from Richard G. Smith

Scott and Enrique,

Thank you for taking the time to meet today. Attached is the property I discussed with you today which may work for your new tower project. Please let me know if your group has any questions or interest in this property.

Best,

Richard

Click the Hyperlink below to link to and view property listing(s) of interest. If after clicking the link, your Internet browser does not launch, right click on the link and Copy the Shortcut. Then paste the Shortcut into your browser's Address Field.

[COM Email View](#)

RICHARD G. SMITH, P.A.
CELL: 954-557-1217
Keller Williams Realty
3696 N. Federal Highway, #131
Fort Lauderdale, FL 33308
Office: 954-630-7020
Fax: 954-630-7050
E-mail: RGSsells@aol.com



Kathy Brignola

From: Richard G. Smith <rgssells@aol.com>
Sent: Tuesday, May 14, 2013 12:01 PM
To: Scott Backman; enricolmena@gmail.com
Subject: Re: Property for you from Richard G. Smith

Scott,

I was just checking what was out there for your group. The property is across from the water and if built could have water views. I will put together an NCND tomorrow for the actual waterfront property we discussed and send to you as well.

Thank You,

Richard

Richard G. Smith, P.A.
(954) 557-1217 Cell
Realtor
Commercial/Residential
Keller Williams Realty
3696 N. Federal Highway, #131
Fort Lauderdale, Florida 33308
(954) 630-7020 Office
(954) 630-7050 Fax
RGSSells@aol.com

-----Original Message-----

From: Scott Backman <sbackman@dmbblaw.com>
To: 'RICHARD G. SMITH' <RGSSells@aol.com>
Cc: 'Enrique Colmenares' <enricolmena@gmail.com>
Sent: Mon, May 13, 2013 9:45 pm
Subject: RE: Property for you from Richard G. Smith

Thanks Richard. It doesn't appear this site has water frontage. Am I missing something?

I look forward to receiving additional information from you this week as discussed during today's meeting. Please also send Bill's info when you have a moment.

I have copied Enrique on this email.

PLEASE MAKE NOTE OF OUR NEW FIRM NAME AND EMAIL ADDRESS

Scott Backman
Dunay, Miskel, Backman and Blattner, LLP
5355 Town Center Road, Suite 801
Boca Raton, FL 33486
Direct No.: (561) 237-1537
Main No.: (561) 391-4900
Fax No.: (561) 368-9274
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Office: 954-630-7020
Fax: 954-630-7050
E-mail: RGSsells@aol.com

Kathy Brignola

From: Richard G. Smith <rgssells@aol.com>
Sent: Tuesday, May 14, 2013 3:50 PM
To: Scott Backman
Cc: bbalkou@yahoo.co.uk
Subject: NCND from Richard G. Smith
Attachments: 20130514153958733.pdf

Scott,

Please have Enrique sign the NCND and send back to me and I will forward the property information.

Best,

Richard
Richard G. Smith, P.A.
(954) 557-1217 Cell
Realtor
Commercial/Residential
Keller Williams Realty
3696 N. Federal Highway, #131
Fort Lauderdale, Florida 33308
(954) 630-7020 Office
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RGSsells@aol.com

NON-CIRCUMVENTION, NON-DISCLOSURE, AND CONFIDENTIALITY AGREEMENT

This Non-Circumvention, Non-Disclosure and Confidentiality Agreement ("Agreement") is made and effective the 14th day of May, 2013, by and between KELLER WILLIAMS REALTY ("KW"), and Enrique Colmenares and/or related entities ("RECIPIENT/BUYER"), collectively referred to as, "The Parties".

The Parties with this agree to respect the integrity and tangible value of this agreement between them.

1. Agreement

This Agreement is to be applied to any and all transactions present and future, including subsequent follow-up, repeat, extended, renegotiated, and new transactions regardless of the success of the project including any other Commercial or Residential, NPL's, REO's, notes, mortgages, liens, direct Developer and Owner opportunities, distressed properties and unique assets, including bank acquisitions and other real-estate or business ventures, or otherwise as introduced by Keller Williams Realty. Including, but not limited to:

1 (one)+ acre waterfront property in Fort Lauderdale, Florida

2. Confidential Information

KW further proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to RECIPIENT/BUYER. Confidential Information shall include all data, materials, summaries, reports, price lists, property lists, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, contacts, and other information disclosed or submitted, orally, in writing, or by any other media, to RECIPIENT/BUYER by KW.

Because of this Agreement, RECIPIENT/BUYER may also learn from KW, and/or from seller and/or parties introduced by KW, the names and telephone numbers of investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals and/or trusts, buyers and/or sellers, etc. hereinafter called contacts.

RECIPIENT/BUYER acknowledges, accepts and agrees that the identities of said contacts will be recognized by RECIPIENT/BUYER as KW' exclusive and valuable contacts and will remain so.

Nothing herein shall require KW to disclose any of its information.

2. Recipient/Buyer's Obligations

A. As a condition of the receipt of said Confidential Information, RECIPIENT/BUYER agrees to treat confidentially any and all information made available to RECIPIENT/BUYER by KW and/or Seller regarding the Property

B. RECIPIENT/BUYER agrees that the Confidential Information is to be considered confidential and proprietary to KW and RECIPIENT/BUYER shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with KW, and shall disclose it only to its officers, directors, or employees with a specific need to know. RECIPIENT/BUYER will not disclose, publish or otherwise reveal any of the Confidential Information received from KW to any other party whatsoever except with the specific prior written authorization of KW.

C. RECIPIENT/BUYER agrees to keep confidential the names of any contacts introduced or revealed to RECIPIENT/BUYER, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering a written agreement with KW who provided such contact unless KW gives prior written permission. Such confidentiality will include any names, addresses, telephone, telex, facsimile numbers, e-mail addresses and/or other pertinent information disclosed or revealed to RECIPIENT/BUYER.

D. The RECEIVING PARTY agrees not to disclose, reveal or make use of any information during discussion or observation regarding methods, concepts, ideas, product/services, or proposed new products or services, nor to do business with any of the revealed contacts without the written consent of KW.

E. Confidential Information furnished in tangible form shall not be duplicated by RECIPIENT/BUYER except for purposes of this Agreement. Upon the request of KW, RECIPIENT/BUYER shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request.

F. Notwithstanding the return of any Confidential Information, RECIPIENT/BUYER shall continue to be bound by its obligation of confidentiality and other obligations hereunder.

G. The obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against RECIPIENT/BUYER, nor by the rejection of any agreement between KW and RECIPIENT/BUYER, by a trustee of RECIPIENT/BUYER in bankruptcy, or by the RECIPIENT/BUYER as a debtor-in-possession or the equivalent of any of the foregoing under local law.

3. No Prior Dealings

It is fully agreed and understood that, the undersigned RECIPIENT/BUYER is acting as a principal or broker (defined) and has had no dealings, negotiations, or consultations involving the Property(ies) with any other individual, entity, and or broker other than KW.

4. Contact with Others

A. RECIPIENT/BUYER shall not contact directly or indirectly any persons concerning the Property without written permission from KW. Such persons include, without limitation, owner, owner's employees, suppliers, lenders and tenants. RECIPIENT/BUYER shall not contact directly or indirectly, any individuals and/or corporations, and/or others introduced by Global to RECIPIENT/BUYER.

B. If the written permission from KW is given, it is agreed that RECIPIENT/BUYER will keep KW fully informed of all and any conversations and/or correspondence with the Seller. RECIPIENT/BUYER will forward copies of all relevant correspondence with the Seller.

5. Other Arrangements

In the event that RECIPIENT/BUYER acquire, invest, joint venture and/or enter into any other form of financial arrangement with the Seller, the commission specified in the separate fee/commission agreement will be paid by RECIPIENT/BUYER to KW (KELLER WILLIAMS REALTY) at closing.

6. Commission

The Parties agree that due to the many variables surrounding each Business Financial Transaction that will occur because of this Agreement, the commission and/or fees to be paid by RECIPIENT/BUYER can vary. A separate fee/commission agreement will outline compensation for each Business/Financial Transaction. The fee or commission agreement must be drafted and acknowledged by signature before all Business and Financial Transactions.

7. Circumvention

RECIPIENT/BUYER agrees not to directly or indirectly contact, deal with, transact, or otherwise be involved with any corporation, partnership, proprietorships, trust, individuals, other entities and/or contacts introduced by KW with regard to the transaction(s) and/or confidential information disclosed by KW and/or contacts introduced by KW without the specific written permission of KW.

RECIPIENT/BUYER agrees not to directly or indirectly circumvent, avoid or bypass KW regarding any renewals, corporation, partnerships, proprietorships, trusts, or other entities and/or contacts introduced by KW.

in case of circumvention, RECIPIENT/BUYER agrees and guarantees that they will pay a legal monetary penalty that is equal to the commission or fee KW should have realized in such transactions, by the person(s) engaged in the circumvention for each occurrence. This monetary penalty is not intended to limit in any way the damages KW is entitled to receive.

8. No License

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party shall solicit any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. RECIPIENT/BUYER agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

9. No Publicity

RECIPIENT/BUYER agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with KW.

10. Governing Law and Equitable Relief

This Agreement shall be governed, construed and enforced in accordance with the laws of the United States and the State of Florida and RECIPIENT/BUYER consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. RECIPIENT/BUYER agrees that in the event of any breach or threatened breach by RECIPIENT/BUYER, KW may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect KW against any such breach or threatened breach. It is fully agreed that money damages would not be a sufficient remedy for any breach of this Agreement and that KW shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or in equity to either party. The parties expressly agree that the Seller is a third party beneficiary hereunder and all the terms and conditions herein shall inure to the benefit of the Seller

11. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

12. No Assignment

RECIPIENT/BUYER may not assign this Agreement or any interests herein without KW' express prior written consent.

13. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

14. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to KW:

KELLER WILLIAMS REALTY
3696 N. Federal Hwy, Suite 131
Fort Lauderdale, FL 33308

If to:

Enrique Colmenares

15. No Implied Waiver

KW' failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

16. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

Upon execution of this Agreement by signature below, RECIPIENT/BUYER agrees that any individual, firm company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees or consultants of which the signee is an agent, officer, heir, successor, assign or designee is bound by the terms of this Agreement.

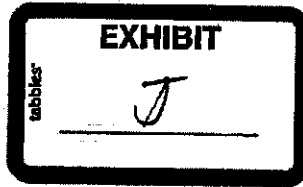
A facsimile copy of this Non-Circumvention, Non-Disclosure and Confidentiality Agreement shall constitute a legal and binding instrument. By setting forth my hand below I warrant that I have complete authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.



Richard G. Smith (KW)

Enrique Colmenares and /or assigns
(BUYER)



Kathy Brignola

From: Richard G. Smith <rgssells@aol.com>
Sent: Saturday, May 18, 2013 1:10 PM
To: Scott Backman
Subject: Re: NCND from Richard G. Smith

Scott,

I sent the information to the lenders yesterday and will keep you updated. I am still waiting for Enrique to send me the NCND on the waterfront property.

Best,

Richard
Richard G. Smith, P.A.
(954) 557-1217 Cell
Realtor
Commercial/Residential
Keller Williams Realty
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-----Original Message-----

From: Scott Backman <sbackman@dmbblaw.com>
To: 'Richard G. Smith' <rgssells@aol.com>
Sent: Sat, May 18, 2013 1:02 pm
Subject: RE: NCND from Richard G. Smith

Richard,

I hope you are enjoying your weekend. Curious as to the status of the follow up information and draft P&S you were going to provide. I await an update.

Thanks,

Scott

PLEASE MAKE NOTE OF OUR NEW FIRM NAME AND EMAIL ADDRESS

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Main No.: (561) 391-4900
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Email: sbackman@dmbblaw.com

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To: Scott Backman

Cc: bbalkou@yahoo.co.uk

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Richard

Richard G. Smith, P.A.

(954) 557-1217 Cell

Realtor

Commercial/Residential

Keller Williams Realty

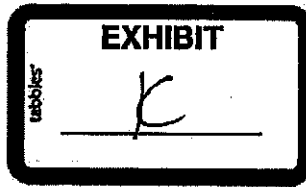
3696 N. Federal Highway, #131

Fort Lauderdale, Florida 33308

(954) 630-7020 Office

(954) 630-7050 Fax

RGSSells@aol.com



Kathy Brignola

From: Richard G. Smith <RGSsells@aol.com>
Sent: Tuesday, May 28, 2013 2:53 PM
To: Scott Backman
Subject: Re: Freedom, Honor, Courage

Scott,
We are trying to get the loan commitment this week. I will keep you posted this week.
Thanks,
Richard

Richard G. Smith, P.A.
(954) 557-1217 Cell
Realtor
Commercial/Residential
Keller Williams Realty
3696 N. Federal Highway, #131
Fort Lauderdale, Florida 33308
(954) 630-7020 Office
(954) 630-7050 Fax
RGSsells@aol.com

On May 28, 2013, at 7:20 AM, Scott Backman <sbackman@dmbblaw.com> wrote:

Good Morning Richard,

Haven't heard from you in a while. Please update me on the latest.

Thanks

PLEASE MAKE NOTE OF OUR NEW FIRM NAME AND EMAIL ADDRESS

Scott Backman
Dunay, Miskel, Backman and Blattner, LLP
5355 Town Center Road, Suite 801
Boca Raton, FL 33486
Direct No.: (561) 237-1537
Main No.: (561) 391-4900
Fax No.: (561) 368-9274
Email: sbackman@dmbblaw.com

From: Richard G. Smith [<mailto:delivery@smilebox.com>]
Sent: Tuesday, May 28, 2013 12:23 AM
To: Scott Backman
Subject: Freedom, Honor, Courage

I made this Smilebox for you.

<image001.gif>

[Click to play](#)

<image002.png><image003.jpg>

Smilebox comes as greetings, <image005.jpg>
invites, slideshows, collages,
scrapbooks, and more.

<image004.gif>

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Kathy Brignola

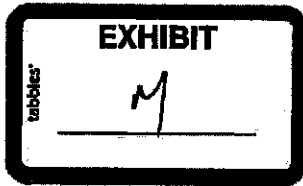
From: Richard G. Smith <rgssells@aol.com>
Sent: Tuesday, June 04, 2013 3:33 PM
To: Scott Backman; enricolmena@gmail.com
Subject: from Richard G. Smith for Alhambra

Gentlemen,

Just a quick update on Alhambra. My client is still in the process of securing the final financing. They are prepared with 25% -30% down on the \$2m purchase price. They have about \$1m to put into the renovation for a restaurant as well (with a lease in place). I have a 4:00 conference call today with a lender.

Best,

Richard
Richard G. Smith, P.A.
(954) 557-1217 Cell
Realtor
Commercial/Residential
Keller Williams Realty
3696 N. Federal Highway, #131
Fort Lauderdale, Florida 33308
(954) 630-7020 Office
(954) 630-7050 Fax
RGSSells@aol.com



Kathy Brignola

From: Richard G. Smith <rgssells@aol.com>
Sent: Friday, June 07, 2013 11:54 AM
To: Scott Backman
Subject: Alhambra

Scott,

If you have a moment please give me a call to discuss.

Thanks,

Richard

Richard G. Smith, P.A.
(954) 557-1217 Cell
Realtor
Commercial/Residential
Keller Williams Realty
3696 N. Federal Highway, #131
Fort Lauderdale, Florida 33308
(954) 630-7020 Office
(954) 630-7050 Fax
RGSSells@aol.com



Kathy Brignola

From: Richard G. Smith <RGSsells@aol.com>
Sent: Tuesday, June 11, 2013 11:29 AM
To: Scott Backman
Subject: Re: Alhambra

Scott,

I assume you saw the email from Enrique. I am not sure if I should continue with the offer or not. My client has had to get financing and the home will not appraiser for \$2 m even so they were having to put even more down. Our offer was over market price and I am not sure if we should submit our offer or not (the reason I sent an LOI). Any thoughts would be appreciated.

Best,
Richard

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(954) 630-7020 Office
(954) 630-7050 Fax
RGSsells@aol.com

On Jun 10, 2013, at 7:16 PM, Scott Backman <sbackman@dmblaw.com> wrote:

Richard – Sorry for my delayed response, but I've been pretty tied up the past few days. I've got meetings most of the day tomorrow as well. Is there something we can discuss via email, as it is sure to be quicker these days? If not, I believe have I have availability on Wednesday morning.

Let me know what works for you.

Thanks

PLEASE MAKE NOTE OF OUR NEW FIRM NAME AND EMAIL ADDRESS

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5355 Town Center Road, Suite 801
Boca Raton, FL 33486
Direct No.: (561) 237-1537
Main No.: (561) 391-4900
Fax No.: (561) 368-9274
Email: sbackman@dmblaw.com

From: Richard G. Smith [<mailto:rgssells@aol.com>]
Sent: Friday, June 07, 2013 11:54 AM

To: Scott Backman
Subject: Alhambra

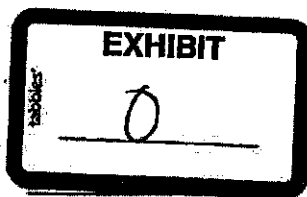
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(954) 630-7020 Office
(954) 630-7050 Fax
RGSSells@aol.com



Kathy Brignola

From: Richard G. Smith <rgssells@aol.com>
Sent: Wednesday, June 12, 2013 4:35 PM
To: Scott Backman
Subject: Re: Alhambra

Thank you. We have begun looking at other properties but still have an interest if realistic.

Richard G. Smith, P.A.
(954) 557-1217 Cell
Realtor
Commercial/Residential
Keller Williams Realty
3696 N. Federal Highway, #131
Fort Lauderdale, Florida 33308
(954) 630-7020 Office
(954) 630-7050 Fax
RGSsells@aol.com

-----Original Message-----

From: Scott Backman <sbackman@dmbblaw.com>
To: 'Richard G. Smith' <RGSsells@aol.com>
Sent: Tue, Jun 11, 2013 11:19 pm
Subject: RE: Alhambra

Not sure what to tell you. I will speak with Enrique and get back to you.

PLEASE MAKE NOTE OF OUR NEW FIRM NAME AND EMAIL ADDRESS

Scott Backman
Dunay, Miskel, Backman and Blatner, LLP
5355 Town Center Road, Suite 801
Boca Raton, FL 33486
Direct No.: (561) 237-1537
Main No.: (561) 391-4900
Fax No.: (561) 368-9274
Email: sbackman@dmbblaw.com

From: Richard G. Smith [<mailto:RGSsells@aol.com>]
Sent: Tuesday, June 11, 2013 11:29 AM
To: Scott Backman
Subject: Re: Alhambra

Scott,

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Richard

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Richard – Sorry for my delayed response, but I've been pretty tied up the past few days. I've got meetings most of the day tomorrow as well. Is there something we can discuss via email, as it is sure to be quicker these days? If not, I believe I have availability on Wednesday morning.

Let me know what works for you.

Thanks

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From: Richard G. Smith [<mailto:rgssells@aol.com>]
Sent: Friday, June 07, 2013 11:54 AM
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Subject: Alhambra

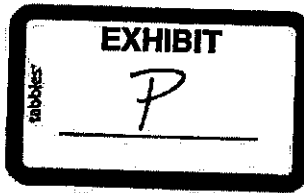
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(954) 630-7020 Office
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RGSsells@aol.com



Kathy Brignola

From: Richard G. Smith <rgssells@aol.com>
Sent: Monday, August 05, 2013 6:31 PM
To: enricolmena@gmail.com; Scott Backman
Subject: Property from Richard G. Smith
Attachments: 515 Seabreeze Appraisal.pdf

Enrique,

Sorry it has taken so long to get you this information. The property you signed the Non Disclosure is an amazing waterfront property which is zoned for hotel use. It is strictly confidential. It is not on the market but as per seller can be acquired. I am sending you the address and the appraisal (which was inclusive of the property across the street which is not part of the purchase. The buyer paid over \$7 Million for both properties. If you are interested we can preview and put in an offer with an LOI.

Thank you for your consideration. If you do decide this is a much better site for your gorgeous tower, my other group would still be interested in purchasing the Alhambra property from you at the price we wrote the LOI for. I am available anytime to discuss this with you.

Best Regards,

Richard
Richard G. Smith, P.A.
(954) 557-1217 Cell
Realtor
Commercial/Residential
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3696 N. Federal Highway, #131
Fort Lauderdale, Florida 33308
(954) 630-7020 Office
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA**

www.flsb.uscourts.gov
Broward Division

In re: Case No. 09-12322-BKC-JKO
515 SEABREEZE, LLC, Chapter 11
Debtor.

NOTICE OF FILING OF BONDARENKO ASSOCIATES APPRAISAL REPORT

PLEASE TAKE NOTICE that a true and correct copy of the Appraisal Report of **BONDARENKO ASSOCIATES, INC.**, dated March 16, 2009, attached hereto, was electronically filed with the Clerk of the Court through CM/ECF.

I hereby certify that I am admitted to the bar of the United States District Court for the Southern District of Florida and I am in compliance with the additional qualifications to practice in this court set forth in Local Rule 2090-1(A).

I **CERTIFY** that the foregoing was filed and served via CM/ECF upon all persons entitled to receive such notices on March 19, 2009.

Andrew J. Nierenberg, LLC
The Atrium At Coral Gables
1500 San Remo Avenue, Ste. 125
Coral Gables, Florida 33146
Off: 305-785-8015
Fax: 305-378-5215
E-Mail: AJN1000@aol.com

/s Andrew J. Nierenberg

By _____
Andrew J. Nierenberg, Esq.
Florida Bar No. 0368350

REPORT OF AN APPRAISAL

OF

**SEA BREEZE HOTEL SITE
515 SEA BREEZE BOULEVARD
FT. LAUDERDALE, FLORIDA**

PREPARED FOR

***515 SEA BREEZE, LLC
5300 NW 12TH AVE., # 1
FT. LAUDERDALE, FLORIDA 33316***

PREPARED BY

**BONDARENKO ASSOCIATES, INC.
201 South Golf Blvd., Suite 2006
Pompano Beach, Florida 33064**

BONDARENKO ASSOCIATES, INC.

FAX (954) 942-8471
hankhrb@comcast.net

201 South Golf Boulevard, Suite 2006
Pompano Beach, Florida 33064-3259

PHONE (954) 942-3353

HENRY R. BONDARENKO, SRA, MAI
State Certified General Real Estate Appraiser # 0000508

March 16, 2009

515 Sea Breeze, LLC
5300 NW 12th Ave., # 1
Ft. Lauderdale, Florida 33316

SUBJECT: SEA BREEZE HOTEL SITE
515 Seabreeze Blvd.
Ft. Lauderdale, Florida 33316

Gentlemen:

Transmitted herein is the real estate appraisal report submitted in summary format as per your request. I have physically inspected the real property, conducted required investigations, gathered necessary data and completed various analyses in order to form an opinion of market value of the property.

The accompanying report of a real estate appraisal has been completed in accordance with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice (USPAP) and applicable Federal regulations.

The property consists of a canal front site zoned South Beach Marina & Hotel Area district by the City of Ft. Lauderdale suitable for 61 hotel units plus a restaurant. The site is located a short distance east of the Intracoastal Waterway with no bridges in between. The site is located in the beach front core area of Ft. Lauderdale, one block west of the Atlantic Ocean adjacent and south of the Swimming Hall of Fame complex. The value opinions and value conclusions contained herein are subject to the Limiting Conditions included in this report.

Thank you for providing me the opportunity to prepare this complete appraisal report submitted in summary format. If you have any questions on the content of this report, or if I can be of assistance in other matters, please do not hesitate to contact me.

Very truly yours,

Bondarenko Associates, Inc.



Henry R. Bondarenko, MAI
State Certified General Real Estate Appraiser No. 0000508

CERTIFICATION

I, Henry R. Bondarenko, do hereby certify that I have personally inspected the property identified as:

Sea Breeze Hotel Site
515 Scabreeze Boulevard
Ft. Lauderdale, Florida 33316

This report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and that I am in compliance with the Competency Provision. This appraisal assignment has not been based on an approval of a mortgage loan and/or reporting of a minimum or specific market value conclusion.

To the best of my knowledge and belief the statements of fact contained in this report and upon which the opinions herein are based, are true and correct subject to the "General Assumptions" and "General Limiting Conditions" herein set forth. This report has been made in conformity with the requirements and is subject to the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute and the State of Florida for state certified appraisers.

Employment in and compensation for making this appraisal are in no way contingent upon the value reported, and I certify that I have no interest, either present or contemplated, in the subject property. I have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved.

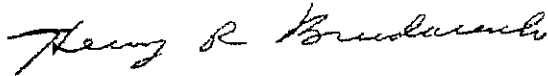
This appraisal report sets forth all of the limiting conditions affecting the analyses, opinions, and conclusions contained in this report.

As a result of my investigation and analysis of the information obtained therefrom, as well as general knowledge and information pertaining to real estate valuation, it is my opinion that the Market Value of the fee simple interest of the subject property site as of March 13, 2009 is:

TWELVE MILLION FIVE HUNDRED SEVENTY THOUSAND DOLLARS

(\$12,570,000)

Bondarenko Associates, Inc.



Henry R. Bondarenko, MAI

State Certified General Real Estate Appraiser No. 0000508

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

LOCATION OF PROPERTY	515 Sea Breeze Blvd. Ft. Lauderdale, Florida
OWNER OF RECORD	515 Seabreeze LLC 5300 NW 12 Ave. # 1 Ft. Lauderdale, Florida 33309
SITE SIZE	18,297 Sq. Ft., Plus 32,000 Sq. Ft. for equivalent 80 parking spaces by agreement.
UTILITIES	All utilities available.
IMPROVEMENT DESCRIPTION	17,414 Sq. Ft. office and restaurant to be demolished.
LEGAL DESCRIPTION	Zuro's Plat, 117-22 B, Parcel B less Beg at the NW cor of said Par B, eby 1.03, SW 48.69, SE 77.57, SE 1.00, NW 78.28, NE 48.69 TO POB, of the public records of Broward County, Florida.
ACCESS	107.18 ft. on Seabreeze Blvd, and canal frontage.
ZONING	South Beach Marina and Hotel Area
CENSUS TRACT	421.000- 2
REAL ESTATE TAXES	Folio # 50 42 12 32 0020 2008 Taxes \$129,049.35.
SALES HISTORY	W.D. 39078 page 913 for Purchase 2-16-05 for \$7,300,000, Michael Zuro selling to 515 Seabreeze LLC.
HIGHEST AND BEST USE	
As Vacant	Hotel Use
As Improved	Demolish Improvements, Hotel Use
MARKETING TIME	6 months to a year.
ESTIMATED VALUES	
SALES APPROACH	\$12,570,000
INCOME APPROACH	\$ n/a
COST APPROACH	\$ n/a
FINAL CONCLUSION OF VALUE	\$12,570,000
EFFECTIVE DATE OF VALUE	March 13, 2009

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3 MILE- 5 MILE DEMOGRAPHIC ANALYSIS



Community Summary

Subject Latitude: 26.116218
 515 Seabreeze Blvd Longitude: -80.105645
 Fort Lauderdale, FL 33316 Site Type: Radius Radius: 3.0 mile

Summary	2000	2008	2013
Population	55,658	60,865	63,883
Households	27,698	29,819	31,246
Families	10,675	10,739	10,764
Average Household Size	1.89	1.92	1.93
Owner Occupied HUs	13,449	15,436	15,769
Renter Occupied HUs	14,248	14,383	15,477
Median Age	40.0	42.5	43.6
Total Housing Units	33,440	36,402	38,123
Vacant Housing Units	5,743	6,583	6,877
Average Home Value	\$300,986	\$506,902	\$520,530
Total Businesses	-	8,744	-
Total Employees	-	91,102	-

Households by Income	2000		2008		2013	
	Number	Percent	Number	Percent	Number	Percent
< \$15,000	4,993	18.2%	3,924	13.2%	3,634	11.6%
\$15,000 - \$24,999	3,768	13.7%	3,317	11.1%	2,533	8.1%
\$25,000 - \$34,999	3,323	12.1%	3,057	10.3%	2,565	8.2%
\$35,000 - \$49,999	4,185	15.2%	3,669	13.0%	3,089	9.9%
\$50,000 - \$74,999	4,207	15.3%	5,517	18.5%	7,086	22.7%
\$75,000 - \$99,999	2,028	7.4%	3,818	12.8%	3,816	12.2%
\$100,000 - \$149,999	2,171	7.9%	2,967	10.0%	4,387	14.0%
\$150,000 - \$199,000	1,057	3.8%	1,054	3.5%	1,633	5.2%
\$200,000+	1,752	6.4%	2,286	7.7%	2,501	8.0%
Median Household Income	\$40,210		\$52,343		\$63,663	
Average Household Income	\$69,792		\$83,424		\$94,453	
Per Capita Income	\$35,835		\$42,092		\$47,543	

Population by Age	2000		2008		2013	
	Number	Percent	Number	Percent	Number	Percent
0 - 4	2,337	4.2%	2,627	4.3%	2,918	4.6%
5 - 14	4,273	7.7%	4,633	7.6%	4,721	7.4%
15 - 19	2,362	4.2%	2,849	4.7%	2,935	4.6%
20 - 24	3,251	5.8%	3,646	6.0%	4,343	6.8%
25 - 34	9,883	17.8%	8,861	14.6%	9,141	14.4%
35 - 44	11,023	19.8%	10,284	16.9%	9,172	14.4%
45 - 54	8,674	15.6%	10,027	16.5%	10,339	16.2%
55 - 64	5,473	9.8%	8,022	13.2%	8,948	14.1%
65 - 74	4,149	7.5%	4,626	7.6%	5,688	8.9%
75 - 84	3,017	5.4%	3,395	5.6%	3,458	5.4%
85+	1,217	2.2%	1,715	2.8%	2,020	3.2%

Race and Ethnicity	2000		2008		2013	
	Number	Percent	Number	Percent	Number	Percent
White Alone	42,934	77.1%	43,423	71.8%	43,639	68.5%
Black Alone	8,921	16.0%	12,059	19.9%	13,868	21.8%
American Indian Alone	128	0.2%	158	0.3%	173	0.3%
Asian Alone	672	1.2%	944	1.6%	1,150	1.8%
Pacific Islander Alone	28	0.1%	40	0.1%	51	0.1%
Some Other Race Alone	920	1.7%	1,396	2.3%	1,763	2.8%
Two or More Races	2,054	3.7%	2,665	4.4%	3,037	4.8%
Hispanic Origin (Any Race)	4,719	8.5%	7,308	12.0%	9,375	14.7%

Data Note: Income is expressed in current dollars.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2008 and 2013 were effective as of July 1, 2008. Business data provided by Azdion. Copyright 2008, all rights reserved.

Community Summary



Subject

515 Seabreeze Blvd
Fort Lauderdale, FL 33316

Latitude: 26.118218

Longitude: -80.105645

Site Type: Radius

Radius: 5.0 mile

Summary	2000	2008	2013
Population	165,430	177,932	185,535
Households	73,939	78,489	81,694
Families	35,525	35,696	35,830
Average Household Size	2.17	2.20	2.21
Owner Occupied HUs	39,776	44,223	44,982
Renter Occupied HUs	34,163	34,266	36,711
Median Age	39.0	41.6	42.6
Total Housing Units	86,887	92,935	96,810
Vacant Housing Units	12,948	14,446	15,117
Average Home Value	\$203,614	\$372,881	\$377,633
Total Businesses	-	17,940	-
Total Employees	-	145,196	-

Households by Income	2000		2008		2013	
	Number	Percent	Number	Percent	Number	Percent
< \$15,000	14,775	20.0%	11,368	14.5%	10,402	12.7%
\$15,000 - \$24,999	10,908	14.7%	9,725	12.4%	7,457	9.1%
\$25,000 - \$34,999	9,832	13.3%	8,449	10.8%	7,066	8.6%
\$35,000 - \$49,999	11,711	15.8%	11,160	14.2%	8,817	10.8%
\$50,000 - \$74,999	11,903	16.1%	15,075	19.2%	19,335	23.7%
\$75,000 - \$99,999	5,415	7.3%	10,002	12.7%	10,142	12.4%
\$100,000 - \$149,999	4,647	6.3%	6,861	8.8%	11,125	13.6%
\$150,000 - \$199,999	1,999	2.7%	2,051	2.6%	3,174	3.9%
\$200,000+	2,804	3.8%	3,777	4.8%	4,177	5.1%
Median Household Income	\$36,595		\$47,529		\$60,098	
Average Household Income	\$56,934		\$69,753		\$80,210	
Per Capita Income	\$25,881		\$31,244		\$35,834	

Population by Age	2000		2008		2013	
	Number	Percent	Number	Percent	Number	Percent
0 - 4	9,043	5.5%	9,782	5.6%	10,499	5.7%
5 - 14	18,392	11.1%	18,436	10.4%	18,489	10.0%
15 - 19	8,969	5.4%	10,005	5.6%	10,001	5.4%
20 - 24	9,347	5.7%	10,816	6.1%	12,367	6.7%
25 - 34	25,066	15.2%	22,838	12.8%	23,826	12.8%
35 - 44	29,677	17.9%	26,629	15.0%	23,704	12.8%
45 - 54	24,593	14.9%	28,541	16.0%	28,857	15.6%
55 - 64	15,877	9.6%	23,070	13.0%	26,449	14.3%
65 - 74	12,301	7.4%	13,529	7.6%	16,404	8.8%
75 - 84	6,700	5.3%	9,555	5.4%	9,560	5.2%
85+	3,444	2.1%	4,735	2.7%	5,381	2.9%

Race and Ethnicity	2000		2008		2013	
	Number	Percent	Number	Percent	Number	Percent
White Alone	102,633	62.0%	103,481	58.2%	103,922	56.0%
Black Alone	50,650	30.6%	59,037	33.2%	63,874	34.4%
American Indian Alone	384	0.2%	446	0.3%	481	0.3%
Asian Alone	1,800	1.1%	2,466	1.4%	2,973	1.6%
Pacific Islander Alone	100	0.1%	127	0.1%	145	0.1%
Some Other Race Alone	3,143	1.9%	4,416	2.5%	5,393	2.9%
Two or More Races	6,721	4.1%	7,958	4.5%	8,746	4.7%
Hispanic Origin (Any Race)	15,866	9.6%	22,907	12.9%	28,450	15.3%

Data Note: Income is expressed in current dollars.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2008 and 2013 were effective as of July 1, 2008. Business data provided by Acdcom. Copyright 2008. All rights reserved.



Executive Summary

Subject	515 Seabreeze Blvd	515 Seabreeze Blvd
Site Type: Radius	Fort Lauderdale, FL 33316	Fort Lauderdale, FL 33316
	Radius: 3.0 mile	Radius: 5.0 mile

2008 Population		
Total Population	60,685	177,932
Male Population	54.7%	52.1%
Female Population	45.3%	47.9%
Median Age	42.5	41.6
2008 Income		
Median HH Income	\$52,343	\$47,529
Per Capita Income	\$42,092	\$31,244
Average HH Income	\$83,424	\$69,753
2008 Households		
Total Households	29,819	78,489
Average Household Size	1.92	2.20
1990-2000 Annual Rate	0.07%	0.26%
2008 Housing		
Owner Occupied Housing Units	42.4%	47.6%
Renter Occupied Housing Units	39.5%	36.9%
Vacant Housing Units	18.1%	15.5%
Population		
1990 Population	55,900	162,550
2000 Population	55,658	165,430
2008 Population	60,685	177,932
2013 Population	63,683	185,535
1990-2000 Annual Rate	-0.04%	0.18%
2000-2008 Annual Rate	1.05%	0.89%
2008-2013 Annual Rate	0.97%	0.84%

In the identified market area, the current year population is 177,932. In 2000, the Census count in the market area was 165,430. The rate of change since 2000 was 0.89 percent annually. The five-year projection for the population in the market area is 185,535, representing a change of 0.84 percent annually from 2008 to 2013. Currently, the population is 52.1 percent male and 47.9 percent female.

Households		
1990 Households	27,507	72,023
2000 Households	27,698	73,939
2008 Households	29,819	78,489
2013 Households	31,246	81,694
1990-2000 Annual Rate	0.07%	0.26%
2000-2008 Annual Rate	0.9%	0.73%
2008-2013 Annual Rate	0.94%	0.8%

The household count in this market area has changed from 73,939 in 2000 to 78,489 in the current year, a change of 0.73 percent annually. The five-year projection of households is 81,694, a change of 0.8 percent annually from the current year total. Average household size is currently 2.20, compared to 2.17 in the year 2000. The number of families in the current year is 35,696 in the market area.

Housing

Currently, 47.6 percent of the 92,935 housing units in the market area are owner occupied; 36.9 percent, renter occupied; and 15.5 percent are vacant. In 2000, there were 87,031 housing units—45.8 percent owner occupied, 39.3 percent renter occupied and 14.9 percent vacant. The rate of change in housing units since 2000 is 0.8 percent. Median home value in the market area is \$255,995, compared to a median home value of \$192,285 for the U.S. In five years, median home value is projected to change by -0.13 percent annually to \$254,336. From 2000 to the current year, median home value changed by 8.77 percent annually.



Executive Summary

Subject	515 Seabreeze Blvd Fort Lauderdale, FL 33316 Radius: 3.0 mile	515 Seabreeze Blvd Fort Lauderdale, FL 33316 Radius: 5.0 mile
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Median Household Income		
1990 Median HH Income	\$28,036	\$25,932
2000 Median HH Income	\$40,210	\$36,595
2008 Median HH Income	\$52,343	\$47,529
2013 Median HH Income	\$63,683	\$60,096
1990-2000 Annual Rate	3.67%	3.5%
2000-2008 Annual Rate	3.25%	3.22%
2008-2013 Annual Rate	3.99%	4.8%
Per Capita Income		
1990 Per Capita Income	\$24,070	\$18,158
2000 Per Capita Income	\$35,835	\$25,981
2008 Per Capita Income	\$42,092	\$31,244
2013 Per Capita Income	\$47,543	\$35,834
1990-2000 Annual Rate	4.06%	3.65%
2000-2008 Annual Rate	1.97%	2.26%
2008-2013 Annual Rate	2.47%	2.78%
Average Household Income		
1990 Average Household Income	\$47,473	\$40,433
2000 Average Household Income	\$69,782	\$56,934
2008 Average HH Income	\$83,424	\$69,753
2013 Average HH Income	\$94,453	\$80,210
1990-2000 Annual Rate	3.93%	3.48%
2000-2008 Annual Rate	2.19%	2.49%
2008-2013 Annual Rate	2.51%	2.83%

Households by Income

Current median household income is \$47,529 in the market area, compared to \$53,154 for all U.S. households. Median household income is projected to be \$60,096 in five years. In 2000, median household income was \$36,595, compared to \$25,932 in 1990.

Current average household income is \$69,753 in this market area, compared to \$73,126 for all U.S. households. Average household income is projected to be \$80,210 in five years. In 2000, average household income was \$56,934, compared to \$40,433 in 1990.

Current per capita income is \$31,244 in the market area, compared to the U.S. per capita income of \$27,916. The per capita income is projected to be \$35,834 in five years. In 2000, the per capita income was \$25,981, compared to \$18,158 in 1990.

Population by Employment

Total Businesses	8,744	17,940
Total Employees	91,102	145,196

Currently, 91.8 percent of the civilian labor force in the identified market area is employed and 8.2 percent are unemployed. In comparison, 93.4 percent of the U.S. civilian labor force is employed, and 6.6 percent are unemployed. In five years the rate of employment in the market area will be 92.7 percent of the civilian labor force, and unemployment will be 7.3 percent. The percentage of the U.S. civilian labor force that will be employed in five years is 93.9 percent, and 6.1 percent will be unemployed. In 2000, 82.0 percent of the population aged 16 years or older in the market area participated in the labor force, and 0.0 percent were in the Armed Forces.

In the current year, the occupational distribution of the employed population is:

- 57.2 percent in white collar jobs (compared to 60.2 percent of U.S. employment)
- 23.1 percent in service jobs (compared to 16.5 percent of U.S. employment)
- 19.8 percent in blue collar jobs (compared to 23.3 percent of U.S. employment)

In 2000, 74.4 percent of the market area population drove alone to work, and 3.6 percent worked at home. The average travel time to work in 2000 was 24.0 minutes in the market area, compared to the U.S. average of 25.5 minutes.

Population by Education

In 2008, the educational attainment of the population aged 25 years or older in the market area was distributed as follows:

- 18.1 percent had not earned a high school diploma (16.4 percent in the U.S.)
- 27.5 percent were high school graduates only (29.6 percent in the U.S.)
- 7.2 percent had completed an Associate degree (7.2 percent in the U.S.)
- 18.5 percent had a Bachelor's degree (17.0 percent in the U.S.)
- 10.4 percent had earned a Master's/Professional/Doctorate Degree (9.7 percent in the U.S.)

Executive Summary with Charts



Subject
 515 Seabreeze Blvd
 Fort Lauderdale, FL 33316

Site Type: Radius

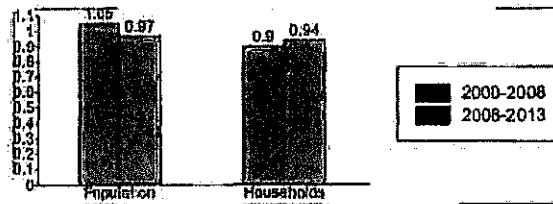
Latitude: 26.116218
Longitude: -80.105645
Radius: 3.0 mile

Population and Households

The size of the market area, measured by population and households, has changed from 2000 through the forecast year as follows:

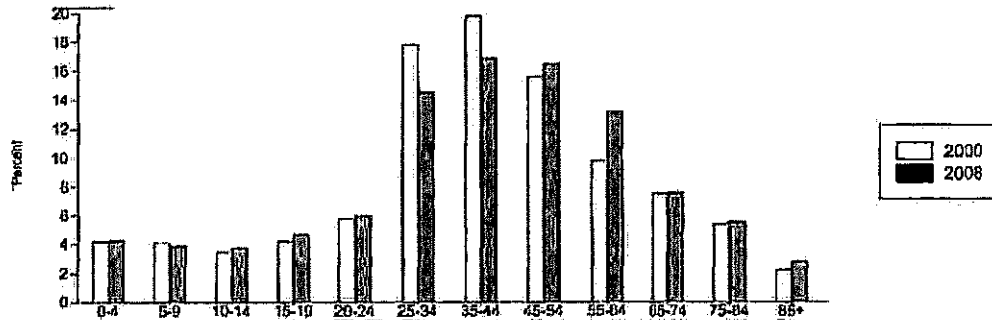
Year	Population	Households
2000	55,658	27,698
2008	60,685	29,819
2013	63,683	31,246

The difference between change in population and change in households is a result of two factors—the presence of group quarters (non-household) population in the market area and the average number of persons per household. The group quarters population in the market area was 3,422 in 2000, or 6.1 percent of the total population. Average household size is 1.92 in 2008, compared to 1.89 in the year 2000.



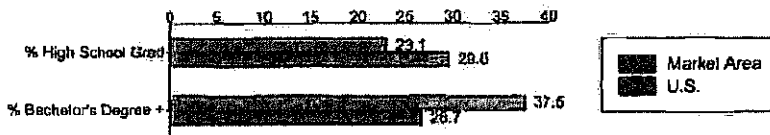
Population by Age

The median age for the United States was 35.3 in 2000 and 36.7 in the current year. In the market area, the median age of the population was 40.0, compared to 42.5 years currently. By age group, the changes in the percent distribution of the market area population show the following:



Population by Education

In 2008, the educational attainment of the population aged 25 years or older in the market area can be summarized:



Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2008 and 2013. ESRI converted 1990 Census data into 2000 geography.

Executive Summary with Charts



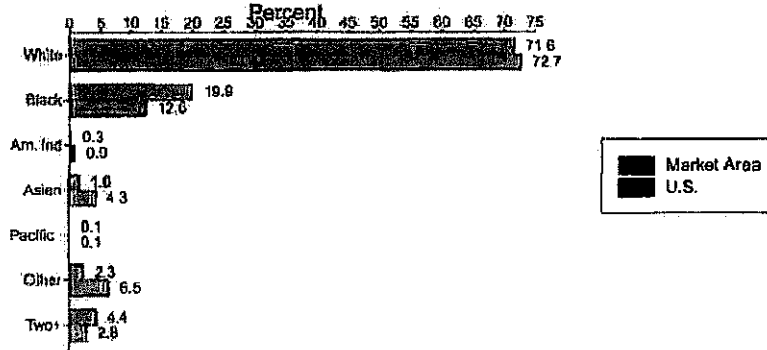
Subject
 515 Seabreeze Blvd
 Fort Lauderdale, FL 33316

Site Type: Radius

Latitude: 26.116218
Longitude: -80.105645
Radius: 3.0 mile

Population by Race/Ethnicity

Currently, the racial composition of the population in the market area breaks down as follows:

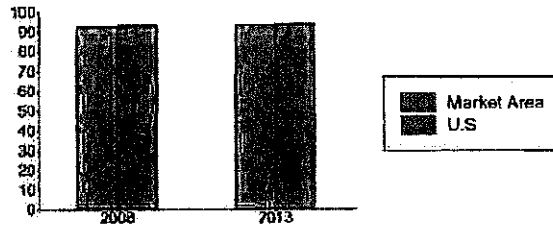


Persons of Hispanic origin represent 12.0 percent of the population in the identified market area compared to 15.0 percent of the U.S. population. Persons of Hispanic Origin may be of any race. In sum, the Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, was 56.5 in the identified market area, compared to 59.3 in the U.S. population.

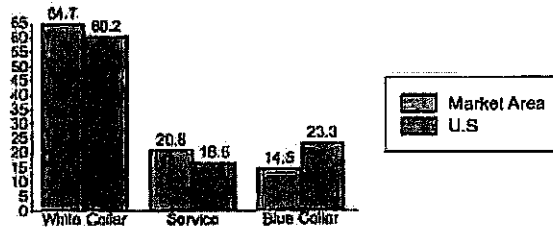
Population by Employment

In 2000, 63.8 percent of the population aged 16 years or older in the market area participated in the labor force; 0.1 percent were in the Armed Forces. Tracking the change in the labor force by unemployment status:

Year	%Employed	%Unemployed
2008	92.7	7.3
2013	93.5	6.5



And by occupational status:



In 2000, 75.4 percent of the market area population drove alone to work, and 4.9 percent worked at home. The average travel time to work in 2000 was 23.2 minutes in the market area, compared to the U.S. average of 25.5 minutes.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2008 and 2013. ESRI converted 1990 Census data into 2000 geography.

Executive Summary with Charts



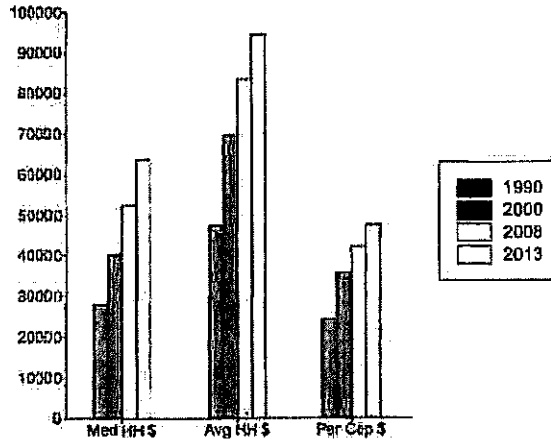
Subject
 515 Seabreeze Blvd
 Fort Lauderdale, FL 33316

Site Type: Radius

Latitude: 26.110218
Longitude: -80.105645
Radius: 3.0 mile

Income

The change in three summary measures of income—median and average household income and per capita income—are shown below from 1990 through 2013:



Housing

Currently, 42.4 percent of the 36,402 housing units in the market area are owner occupied; 39.5 percent, renter occupied; and 18.1 percent are vacant. In 2000, there were 33,405 housing units—40.2 percent owner occupied, 42.6 percent renter occupied and 17.2 percent vacant. The annual rate of change in housing units since 2000 is 1.05 percent. Median home value in the market area is \$360,893, compared to a median home value of \$192,285 for the U.S. In five years, median home value is projected to change by -0.03 percent annually to \$360,401. From 2000 to the current year, median home value changed by 8.09 percent annually.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2008 and 2013. ESRI converted 1990 Census data into 2000 geography.

Executive Summary with Charts



Subject
 515 Seabreeze Blvd
 Fort Lauderdale, FL 33316

Site Type: Radius

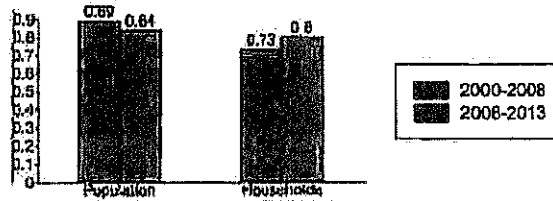
Latitude: 26.116218
Longitude: -80.105645
Radius: 5.0 mile

Population and Households

The size of the market area, measured by population and households, has changed from 2000 through the forecast year as follows:

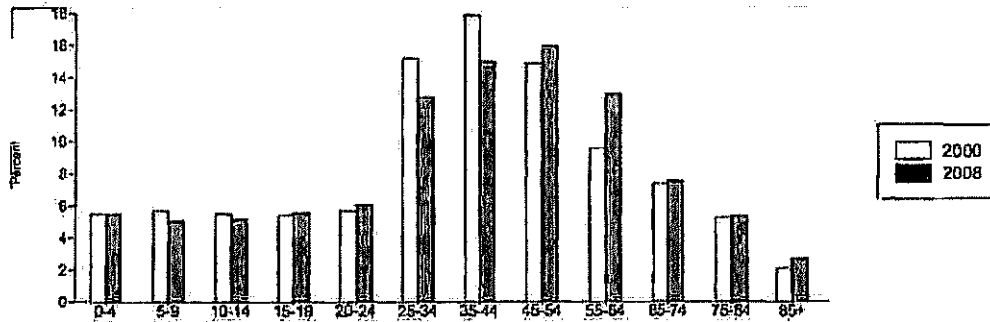
Year	Population	Households
2000	165,430	73,939
2008	177,932	78,489
2013	185,535	81,694

The difference between change in population and change in households is a result of two factors—the presence of group quarters (non-household) population in the market area and the average number of persons per household. The group quarters population in the market area was 5,201 in 2000, or 3.1 percent of the total population. Average household size is 2.20 in 2008, compared to 2.17 in the year 2000.



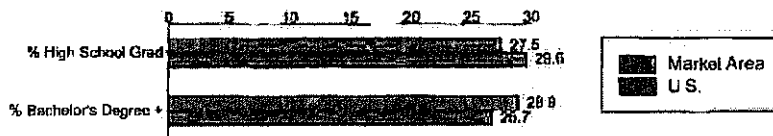
Population by Age

The median age for the United States was 35.3 in 2000 and 36.7 in the current year. In the market area, the median age of the population was 39.0, compared to 41.6 years currently. By age group, the changes in the percent distribution of the market area population show the following:



Population by Education

In 2008, the educational attainment of the population aged 25 years or older in the market area can be summarized:



Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2008 and 2013. ESRI converted 1980 Census data into 2000 geography

Executive Summary with Charts



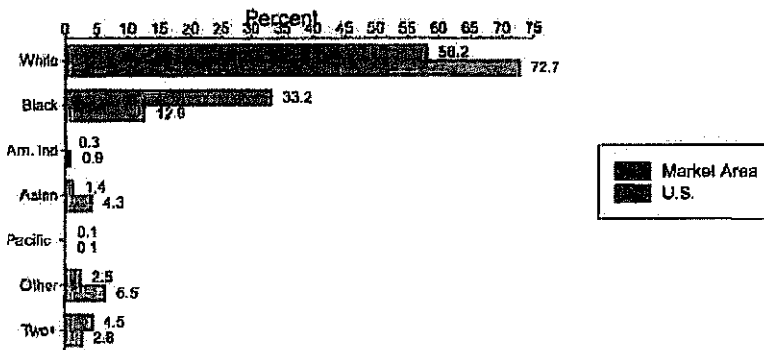
Subject
 515 Seabreeze Blvd
 Fort Lauderdale, FL 33316

Site Type: Radius

Latitude: 26.116218
Longitude: -80.105845
Radius: 5.0 mile

Population by Race/Ethnicity

Currently, the racial composition of the population in the market area breaks down as follows:

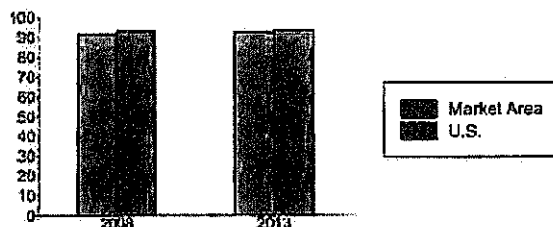


Persons of Hispanic origin represent 12.9 percent of the population in the identified market area compared to 15.0 percent of the U.S. population. Persons of Hispanic Origin may be of any race. In sum, the Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, was 65.2 in the identified market area, compared to 59.3 in the U.S. population.

Population by Employment

In 2000, 62.0 percent of the population aged 16 years or older in the market area participated in the labor force; 0.0 percent were in the Armed Forces. Tracking the change in the labor force by unemployment status:

Year	%Employed	%Unemployed
2008	91.8	8.2
2013	92.7	7.3



And by occupational status:



In 2000, 74.4 percent of the market area population drove alone to work, and 3.6 percent worked at home. The average travel time to work in 2000 was 24.0 minutes in the market area, compared to the U.S. average of 25.5 minutes.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2008 and 2013. ESRI converted 1990 Census data into 2000 geography.

Executive Summary with Charts



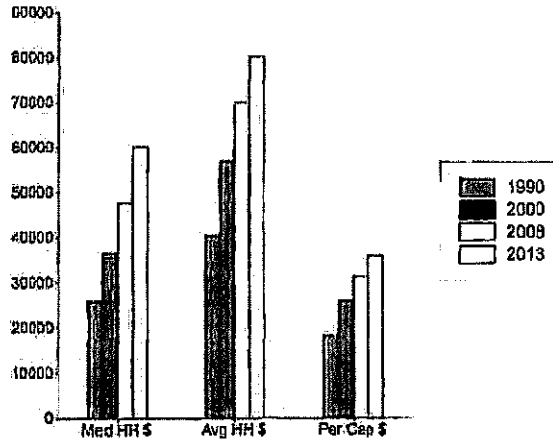
Subject
515 Seabreeze Blvd
Fort Lauderdale, FL 33316

Site Type: Radius

Latitude: 26.116218
Longitude: -80.105845
Radius: 5.0 mile

Income

The change in three summary measures of income—median and average household income and per capita income—are shown below from 1990 through 2013:



Housing

Currently, 47.6 percent of the 92,936 housing units in the market area are owner occupied; 36.9 percent, renter occupied; and 15.5 percent are vacant. In 2000, there were 87,031 housing units—45.8 percent owner occupied, 39.3 percent renter occupied and 14.9 percent vacant. The annual rate of change in housing units since 2000 is 0.8 percent. Median home value in the market area is \$255,985, compared to a median home value of \$192,285 for the U.S. In five years, median home value is projected to change by -0.13 percent annually to \$254,336. From 2000 to the current year, median home value changed by 8.77 percent annually.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2008 and 2013. ESRI converted 1990 Census data into 2000 geography.

Graphic Profile - Appraisal Version

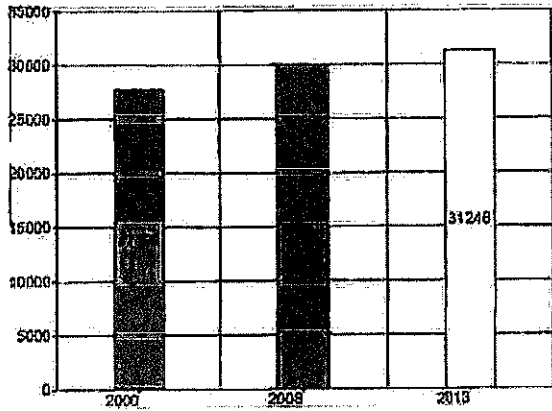


Subject
 515 Seabreeze Blvd
 Fort Lauderdale, FL 33316

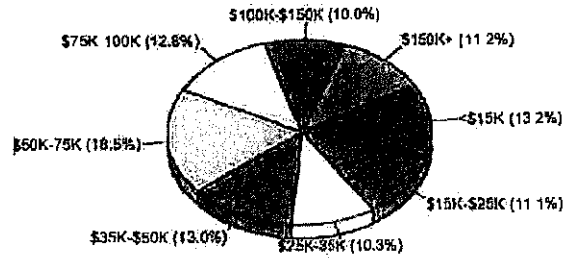
Site Type: Radius

Latitude: 26.116218
Longitude: -80.105645
Radius: 3.0 mile

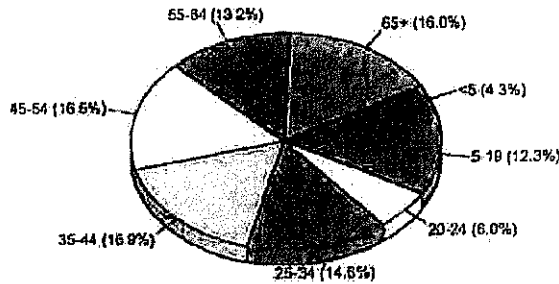
Households



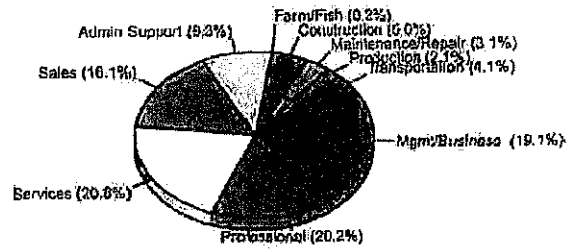
2008 Households by Income



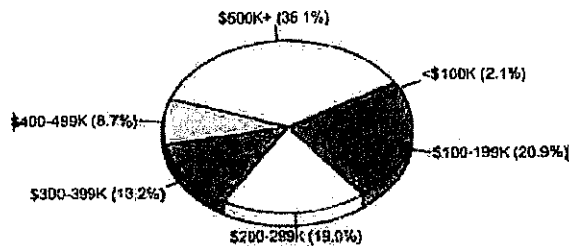
2008 Population by Age



2008 Employed 16+ by Occupation



2008 Owner Occupied HUs by Value



Source: U.S. Bureau of the Census, 2000 Census of Population and Housing, ESRI forecasts for 2008 and 2013.

Graphic Profile - Appraisal Version

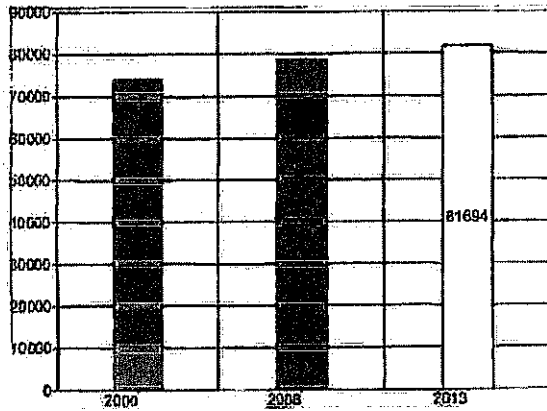


Subject
 515 Seabreeze Blvd
 Fort Lauderdale, FL 33316

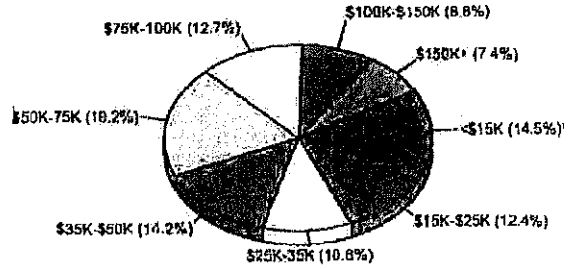
Site Type: Radius

Latitude: 26.116218
Longitude: -80.105645
Radius: 5.0 mile

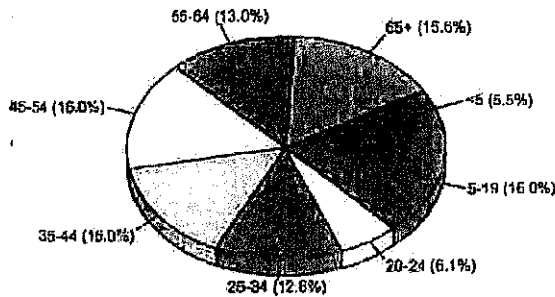
Households



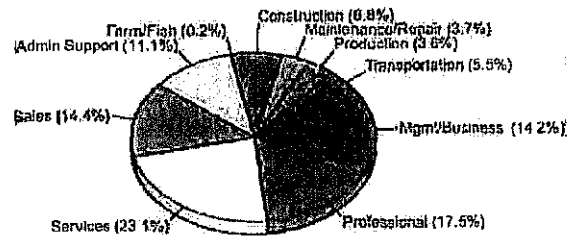
2008 Households by Income



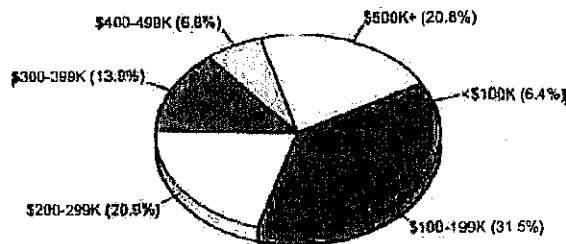
2008 Population by Age



2008 Employed 16+ by Occupation

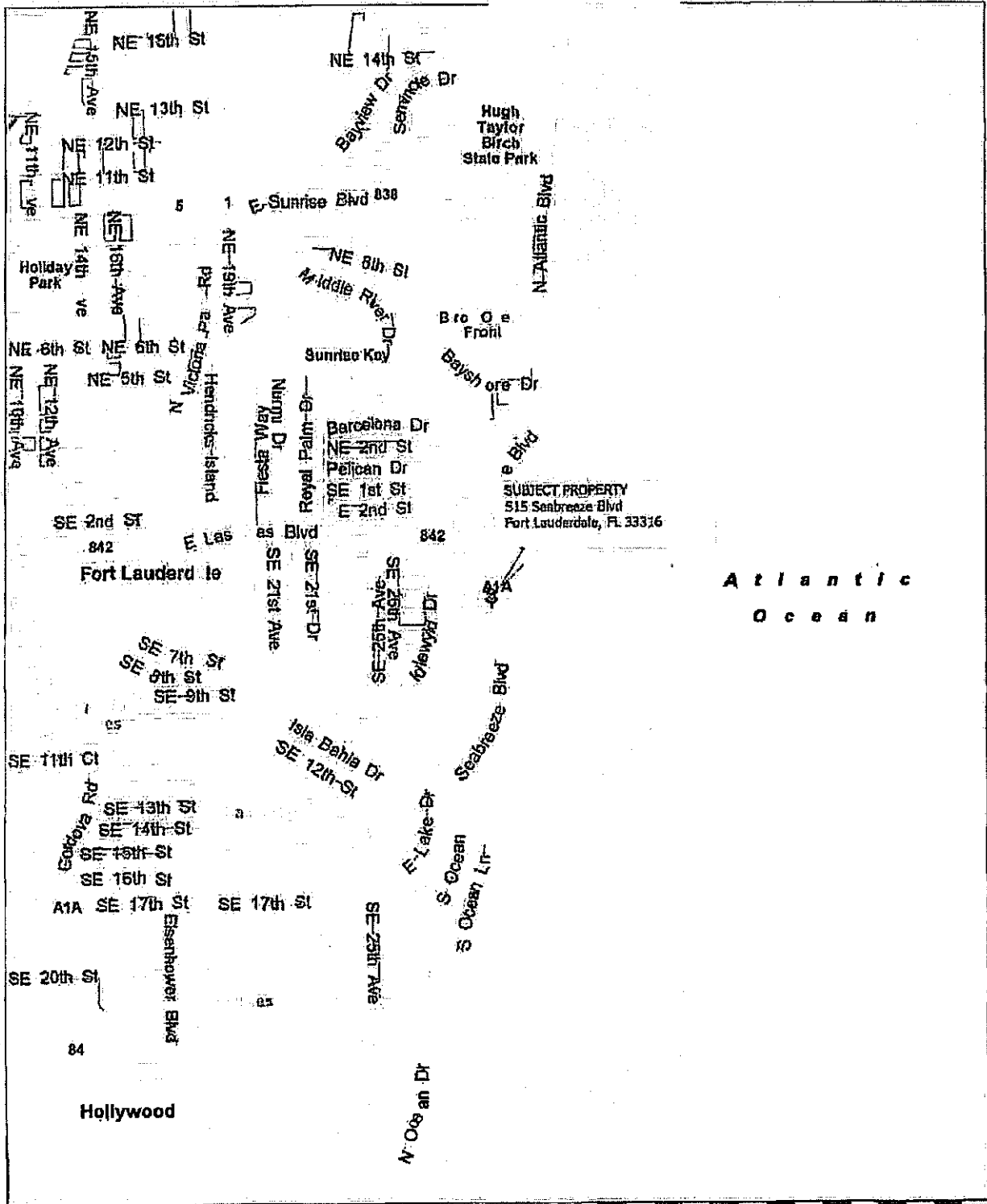


2008 Owner Occupied HUs by Value



Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2008 and 2013.

SUBJECT PROPERTY LOCATION MAP



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© Copyright 2003 by Geographic Data Technology, Inc. All rights reserved. © 2004 NAVTEQ. All rights reserved. This data includes information taken with permission from Canadian authorities © Her Majesty the Queen in Right of Canada

INTENDED USE AND USER OF APPRAISAL

The use of this appraisal is to estimate the Market Value of the Fee Simple Estate of the Subject Property. The user of this appraisal is anticipated to use it as an aid in decision making for loan purposes..

MARKET VALUE

Section 1110 of FIRREA'S instructions to the Office of Thrift Supervision use the definition of Market Value below as developed by the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, and adopted by the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice.

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and each acting in what he considers his own best interest;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

INTEREST APPRAISED

The interest appraised herein is the Fee Simple Estate of the Subject Property .

IDENTIFICATION OF PROPERTY

The property being appraised is the Bahia Seabreeze property located at 515 Seabreeze Boulevard, Ft. Lauderdale, Florida.

PROPERTY OWNER OF RECORD

The property owner of record is 515 Seabreeze, LLC, 5300 NW 12 Ave., Suite 1, Ft. Lauderdale, Florida 33316.

APRAISAL PROCESS

There are three approaches to value typically utilized by the appraiser in estimating market value. These are the Market Comparison Approach, Income Approach and the Cost Approach. Each approach draws upon the market data for its support and yet each approach provides a separate and distinct method by which to estimate value.

The Cost Approach represents a more theoretical alternative to the prospective purchaser. The premise is that the buyer will not be willing to spend more for the subject than the cost of constructing one of equal utility. The actual process involves a separate valuation of the site, an estimate as to the reproduction cost new of the subject improvements and an estimate of diminished utility or depreciation accrued to the subject improvements. The depreciated cost of the subject improvements and contributory worth of the subject's site improvements are added to the land value as established in the Site Valuation section concluding a total cost for the subject property. To this total cost must be added a reasonable estimate for entrepreneurial profit. The total cost plus entrepreneurial profit equates to a value estimate by the Cost Approach.

The Market Comparison Approach involves the comparison of the subject property with the sale of other properties, properties which are similar and compete with it on the open market. The premise is that the informed investor will pay no more for the subject property than for one of equal utility. The application of this approach requires an active market in which comparable properties are being traded. The appraiser must research comparable market sales located within the subjects immediate neighborhood or within neighborhoods considered comparable to the subject property. Units of comparison must be abstracted and these units of comparison correlated to form a value estimate by the Market Comparison Approach.

The Income Approach requires an analysis of the direct income a property will produce and how the quality and quantity are evaluated by the market. Anticipated future benefits are converted to an estimate of present worth through a process known as capitalization. A Market derived capitalization rate utilizing data commensurate with the risk and life expectancy associated with the subject property yields an estimate of market value. Comparable market rentals must be cited and these rentals directly compared to the subject property forming a rental estimate for the subject's individual units. From gross income an allowance for vacancy and collection loss must be subtracted as well as projected fixed and operating expenses. The residual is classified as Net Operating Income. Net Operating Income is converted to a market value estimate by a process known as capitalization. Net Operating Income is divided by the projected overall rate equating to market value estimated for the subject.

Correlation

After applying the three approaches, the appraiser will have obtained three separate indications of value. The indicated values obtained from each approach must be correlated into one final conclusion of value. Usually one approach will be considered more significant than the rest, either because of the reliability of the data, or because of the type of property involved. Correlation is the process by which the appraiser objectively weighs each approach according to its importance and concludes to a final opinion of value.

In this case, I have utilized one approach to value, the sales comparison approach for the assumed vacant land appraisal and concluded to a final value opinion.

- Layers
- Highways
- Major Roads
- Twn-Rng-Sec
- Municipalities
- City Limits
- Zip Codes
- CRA Boundaries
- City Zoning Codes
- County Land Use
- Subdivisions
- No Sales
- Streets
- Parcels
- Aerials (2009)
- County Boundary



SELECTED PROPERTY-FOLIO: 504212320020

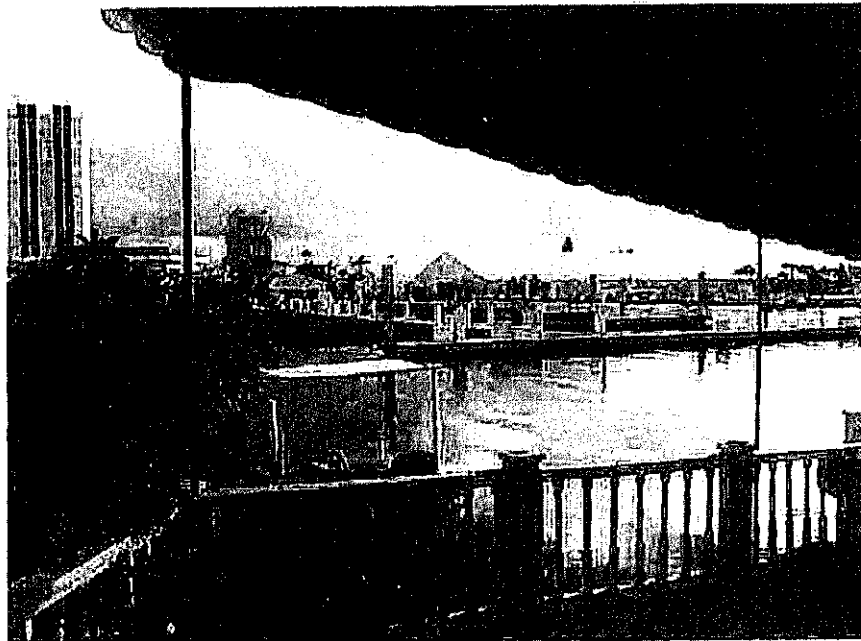
2009 AEI

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FRONT VIEW OF SUBJECT 515 SEA BREEZE BLVD.



VIEW SW AT MARINA ADJACENT TO SUBJECT

P-1

DESCRIPTION OF THE STTE

Location The site being appraised is located on the east side of Seabreeze Boulevard, south of Fort Lauderdale's International Swimming Hall of Fame complex, west of the New River Sound of the Intracoastal Waterway, and north of the Radisson Hotel and Marina. It is located at 515 Seabreeze Boulevard, Fort Lauderdale, Florida.

Access The site is located on the western right-of-way of Seabreeze Boulevard. This road is a one-way, two laned stretch of S.R. A-1-A. Traffic runs from north to south. The site is visible from the north bound traffic of A-1-A, however, a left turn must be made north of the property to access the south bound lanes. This access is not considered to adversely affect the value or marketability of the property.

The site is also accessible by water along its southern and western boundaries. Not only is the site accessible to private boats and yachts, but it is also a designated access point of water taxis.

Size 18,297 sq.ft.plus equivalent area of 32,000 sq.ft. allocated to 80 parking spaces. 400 Sq. Ft. Average x 80 = 32,000 Sq.Ft. for value of parking by agreement on Parcel A

Shape Irregular.

Topography The site appears level at or about street grade.

Soil Conditions No soil boring tests or engineering reports were submitted to the appraiser. However, the property appears to have stable sub-soil conditions, and, is assumed to be, of sufficient load bearing capacity to support improvements.

Drainage The site is well drained into the-adjoining waterways

Flood Map According to Map #12011C 0219 F, dated August 18,1992, the subject site is located in a Zone "AE". This is a special flood hazard area inundated by 100-year flood; base flood elevations have been determined.

Easements According to a copy of a survey of the property, a 5' utility easement runs along the eastern boundary of the property, parallel to Seabreeze Boulevard. There are no other easements or encroachments noted on the survey. This easement is typical of all properties in the area.

UTILITIES

Electricity	Florida Power & Light
Water/Sewer	City of Fort Lauderdale
Telephone	Southern Bell

ZONING

Jurisdiction	City of Fort Lauderdale
Classification	S-B-M-H-A (South Beach Marina & Hotel Area District)
Uses Allowed	The district was established for the purpose of promoting high quality destination resort uses including the Swimming Hall of Fame that reflects the character and quality of the Fort Lauderdale beach, the Intracoastal Waterway and the marinas that have been developed north and south of Bahia Mar. Permitted uses include: Hotels and suite hotels; Multiple family dwellings and apartments; Marinas; Museums; Swimming pools; Parking garages; Amphitheaters; And, restaurants.
Restrictions	
Setbacks	Seabreeze Boulevard - 20 foot setback Not abutting Seabreeze - Side 10 feet Not abutting Seabreeze - Rear 20 feet
Height	150 feet maximum
Floor Ratio	Maximum ratio of five (5)
Parking	For restaurants; one (1) parking space for each thirty (30) sq.ft. of floor area in rooms for customer service, plus one (1) parking space for each two hundred and fifty (250) sq. ft. of total gross floor area.
Comments	The subject's improvements consist of a mix use of restaurant and offices. The restaurant was constructed in 1986, with the offices and extensive renovations taking place in 1990. The improvements will be demolished for use of the site for a condo/hotel.



Flood Insights test results for :

515 SEABREEZE BLVD, FORT LAUDERDALE, FL 33316
Geocoding Accuracy: S5 - Matched to Street Address (Best)

Flood Zone Determinations

Test Description

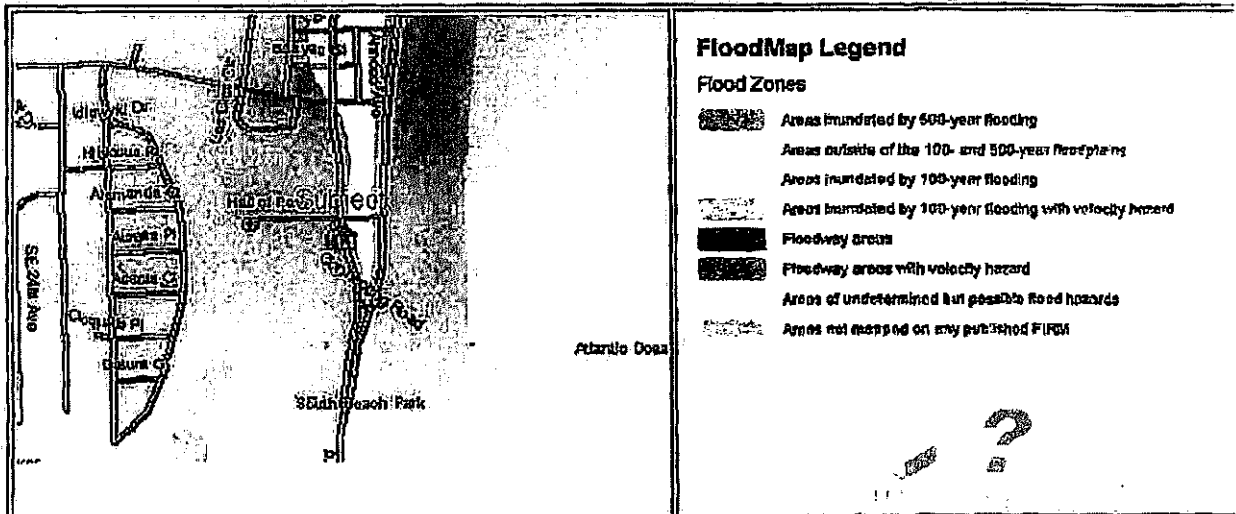
SFHA (Flood Zone) Within 250 feet of multiple flood zones?

Out Yes

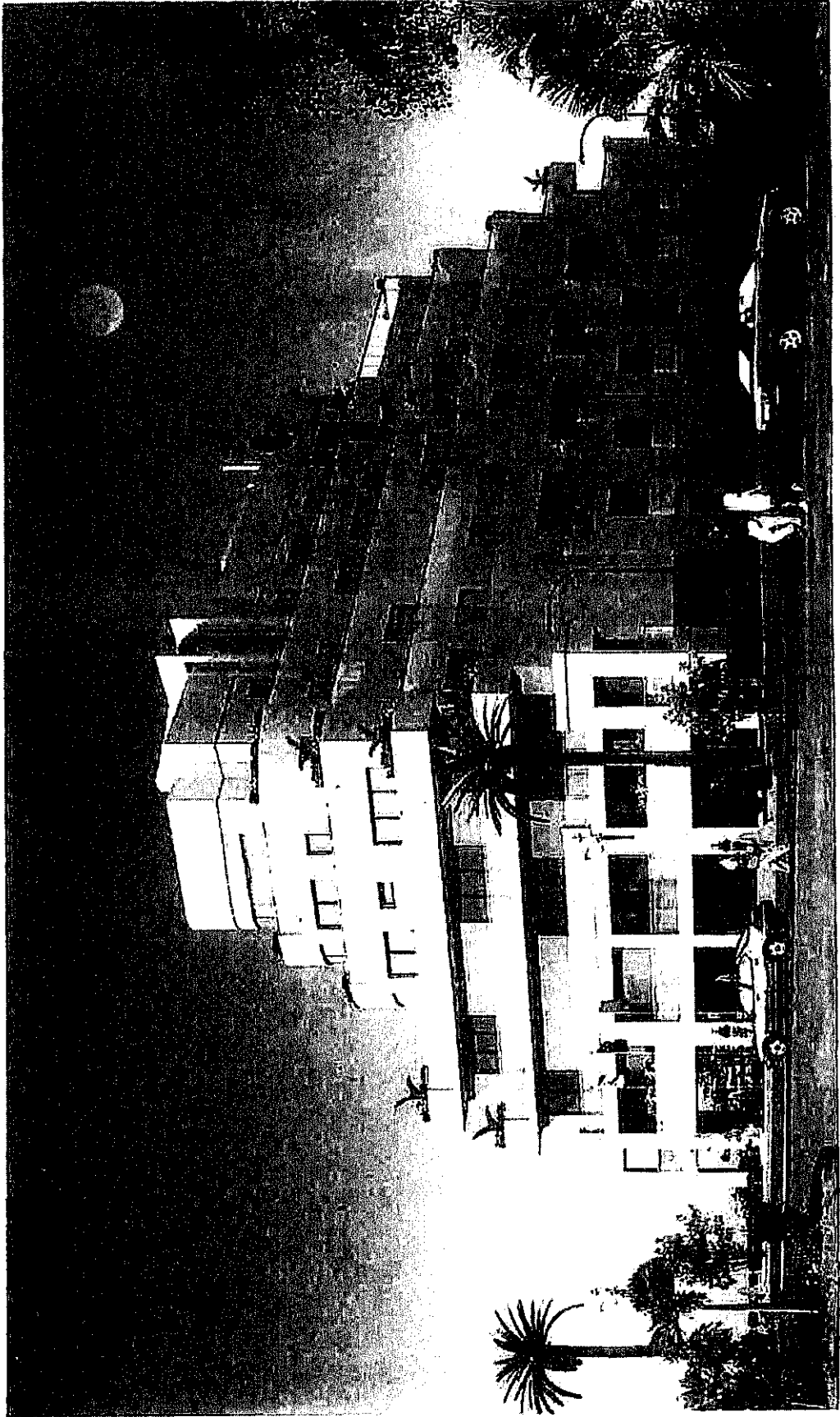
The property is located close to multiple zones. Further analysis may be required to determine the exact placement and proper zone. Please Click Here if you would like to order a Manual Flood Determination

Community	Community Name	Zone Panel	Panel Date	Cobra
125105	FORT LAUDERDALE, CITY OF	X500 0219F	August 18, 1992	OUT
FIPS Code	Census Tract			
12011	0421.00			

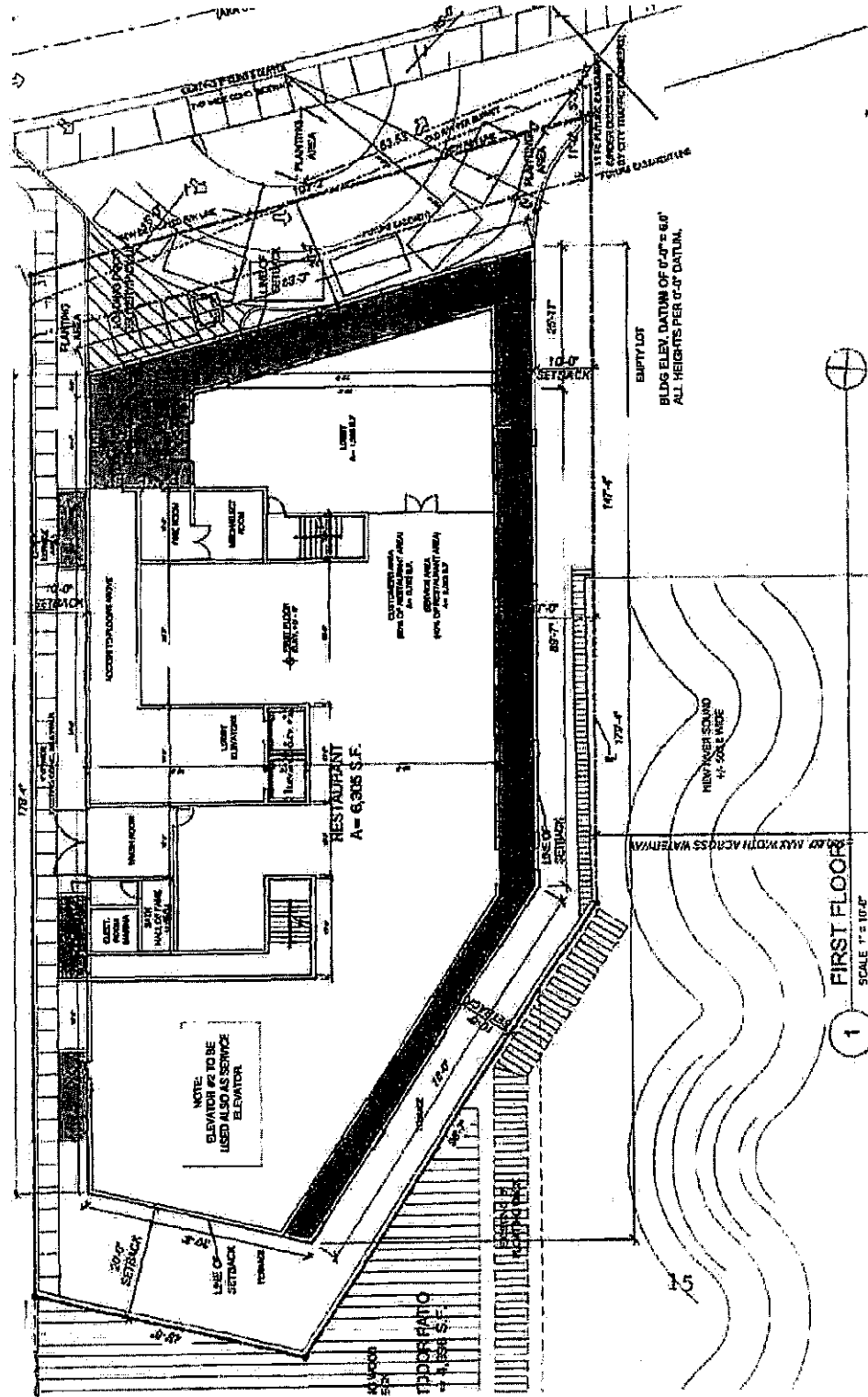
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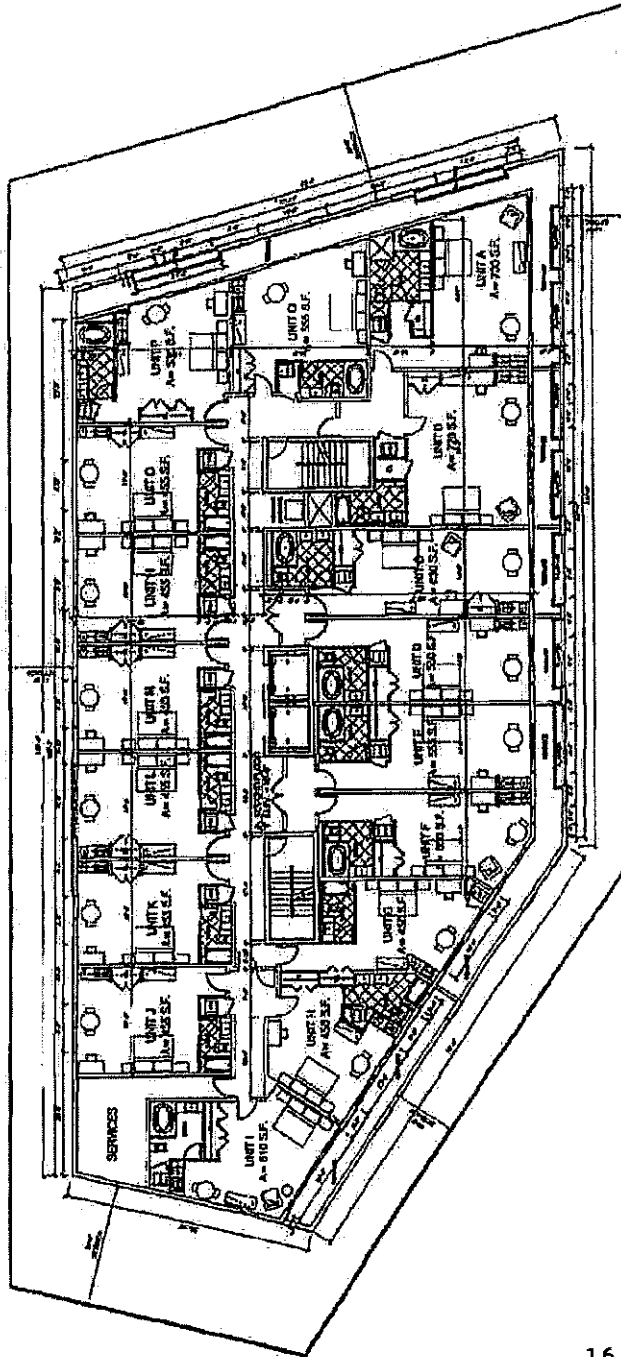


ELEVATION OF SEA BREEZE HOTEL

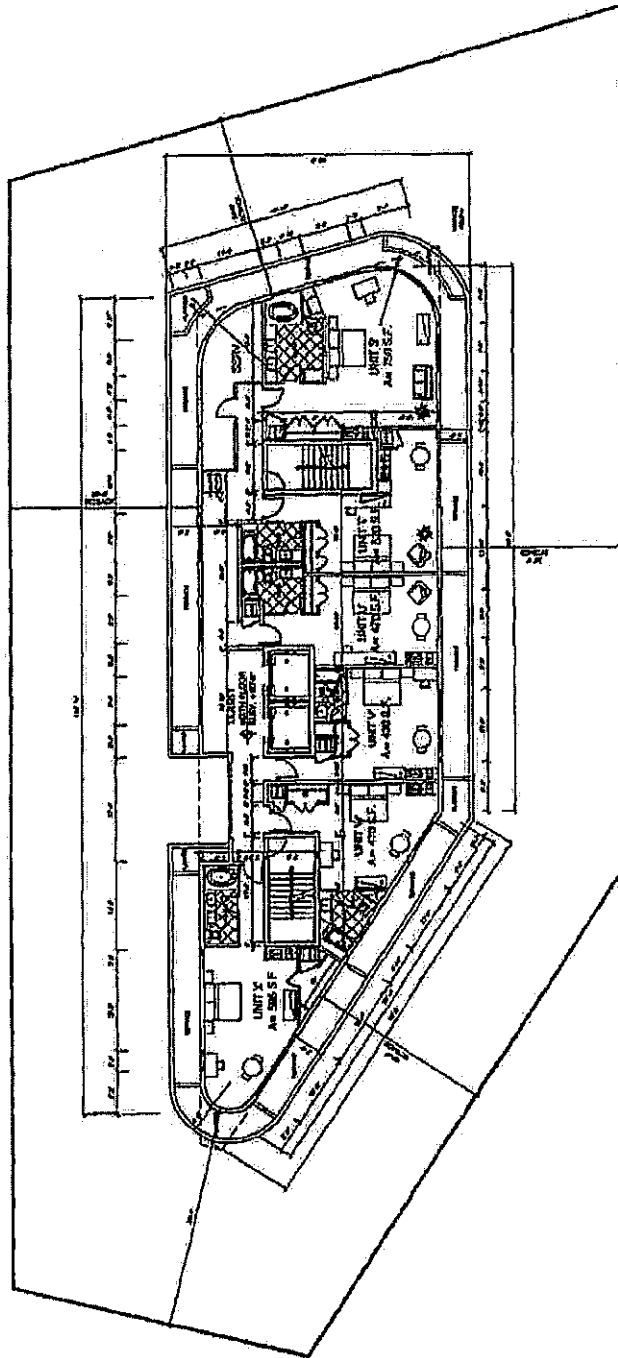


1 FIRST FLOOR
SCALE 1" = 10'-0"

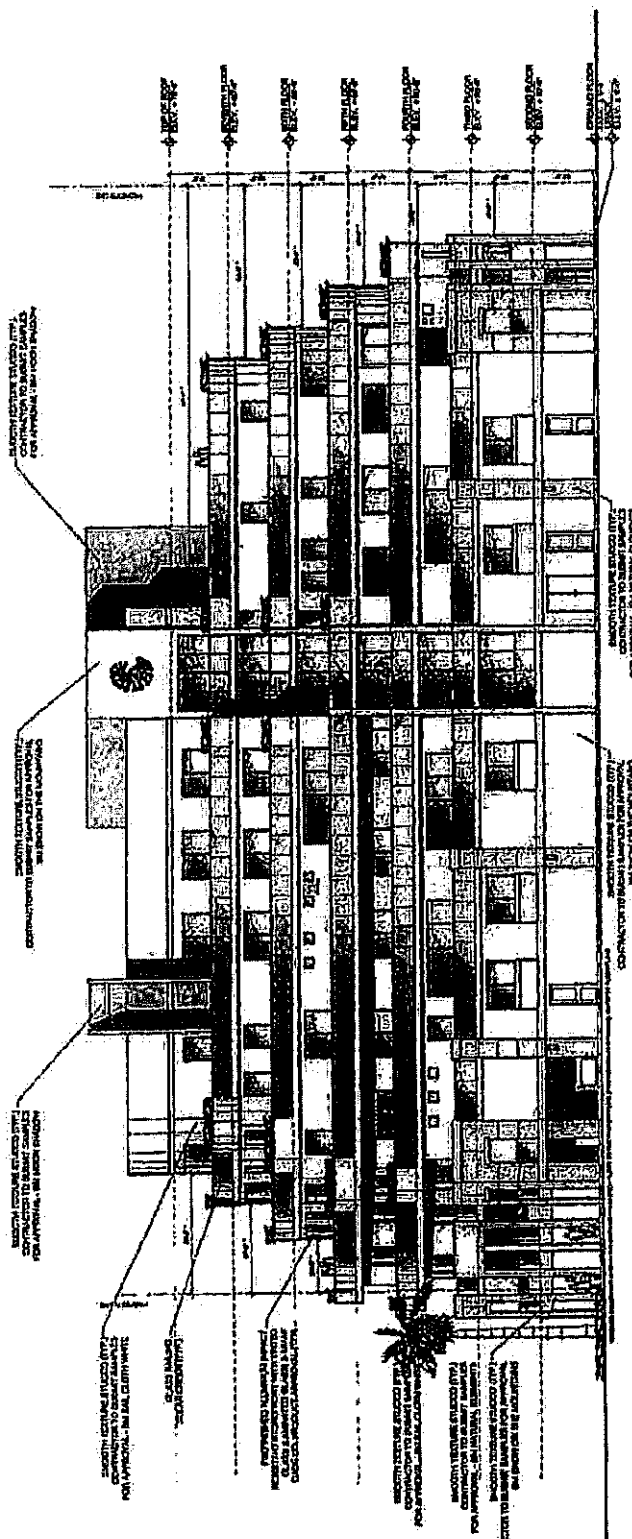
<p>NOT TO SCALE THIS DRAWING IS A REPRESENTATION OF THE PROPOSED WORK AND IS NOT A CONTRACT DOCUMENT. THE CONTRACT DOCUMENTS SHALL CONTROL IN THE EVENT OF A DISCREPANCY. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY AND SECURITY MEASURES THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL EGRESS ROUTES. THE CONTRACTOR SHALL MAINTAIN ADEQUATE LIGHTING AND SIGNAGE. THE CONTRACTOR SHALL MAINTAIN ADEQUATE VENTILATION AND CLIMATE CONTROL. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SOUND AND VIBRATION CONTROL. THE CONTRACTOR SHALL MAINTAIN ADEQUATE FIRE AND SMOKE CONTROL. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ELECTRICAL AND COMMUNICATIONS SYSTEMS. THE CONTRACTOR SHALL MAINTAIN ADEQUATE WATER AND SEWERAGE SYSTEMS. THE CONTRACTOR SHALL MAINTAIN ADEQUATE GAS AND HEATING SYSTEMS. THE CONTRACTOR SHALL MAINTAIN ADEQUATE PEST CONTROL. THE CONTRACTOR SHALL MAINTAIN ADEQUATE AIR QUALITY. THE CONTRACTOR SHALL MAINTAIN ADEQUATE NOISE CONTROL. THE CONTRACTOR SHALL MAINTAIN ADEQUATE VIBRATION CONTROL. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY AND SECURITY MEASURES THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL EGRESS ROUTES. THE CONTRACTOR SHALL MAINTAIN ADEQUATE LIGHTING AND SIGNAGE. THE CONTRACTOR SHALL MAINTAIN ADEQUATE VENTILATION AND CLIMATE CONTROL. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SOUND AND VIBRATION CONTROL. THE CONTRACTOR SHALL MAINTAIN ADEQUATE FIRE AND SMOKE CONTROL. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ELECTRICAL AND COMMUNICATIONS SYSTEMS. THE CONTRACTOR SHALL MAINTAIN ADEQUATE WATER AND SEWERAGE SYSTEMS. THE CONTRACTOR SHALL MAINTAIN ADEQUATE GAS AND HEATING SYSTEMS. THE CONTRACTOR SHALL MAINTAIN ADEQUATE PEST CONTROL. THE CONTRACTOR SHALL MAINTAIN ADEQUATE AIR QUALITY. THE CONTRACTOR SHALL MAINTAIN ADEQUATE NOISE CONTROL. THE CONTRACTOR SHALL MAINTAIN ADEQUATE VIBRATION CONTROL.</p>	<p>2ND FLOOR SINGLE UNITS</p>	<p>SEA BREEZE HOTEL 613 Beachwood Blvd Fort Lauderdale, Florida</p>	<p>US-AR-072</p>	<p>Project Name: Sea Breeze Hotel Project No.: 07-001 Drawing No.: 202-001 Date: 07/01/07 Scale: 1/8" = 1'-0" Author: [Name] Checker: [Name] Designer: [Name] Engineer: [Name] Architect: [Name]</p>
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1 SECOND FLOOR (17 UNITS)
 SCALE 1/8" = 1'-0"



1 SIXTH FLOOR (6 UNITS) A



3 NORTH ELEVATION (HALL OF FAME DR.)

SCALE 1/8" = 1'-0"

MARKET AREA ANALYSIS

Overview

The market area is in the revitalization/growth stage of its life cycle and hotel property values are generally stable or decreasing. New development is notable, primarily with luxury hotel or mixed-use properties. Condominium uses have suffered in this current market

Primary Market Area

The market area is characterized as the Fort Lauderdale Beach resort area and is known as "The Strip". It can be physically classified as those properties located within the boundaries noted below:

North	Sunrise Boulevard
South	Port Everglades Inlet
East	Atlantic Ocean
West	Intracoastal Waterway West

Access

The primary road within the market is State Road A-1-A. North of Las Olas Boulevard, this road has been completely redesigned. The road has two lanes, allowing travel in both directions except along the central portion of the beach. In this area south of Seville Street to just south of the subject site. The roads are one way and lanes are not contiguous. The northbound lanes running along the beach are known as North Fort Lauderdale Beach Boulevard and Atlantic Boulevard. A pedestrian promenade with extensive landscaping and lighting is found, and separates the asphalt from the sand. It is used extensively for recreation, exercise,

and by general tourists. The southbound lanes are at an interior and known as Seabreeze Boulevard. Construction and reconfiguration were completed in early 1993.

The 17th Street Causeway, at the south end of the market area, links the beach to Federal Highway. This thoroughfare is characterized as a strong commercial corridor influenced by properties surrounding it, such as the Greater Fort Lauderdale Convention Center and Port Everglades .. A new bridge with higher clearance has been constructed over the Intracoastal Waterway to improve traffic to the area. Las Olas Boulevard links the market area to Downtown Fort Lauderdale. Commercial development lines this street east of the Intracoastal. The third east/west arterial is Sunrise Boulevard, located at the northern boundary of the market area. This 6-lane thoroughfare links the beach to Interstate 95, approximately three miles to the west. This commercial corridor is improved with several automobile dealerships, offices, retail strip centers and the Galleria Mall. Access to and from the market area is considered good. The city is served by municipal bus service, and the area is also served by Water Taxi. We are not aware of any significant changes to local traffic patterns.

Composition

The "Strip", which consists of all the properties in the subject market area, is lined with medium to large vacation resort hotels and motels, residential condominium buildings, restaurants, bars and lounges, and marinas. Throughout the 1960s, 70s and early 80s, the Strip became a favorite vacation spot for college students on spring break, northern visitors looking for relief from the cold winter weather, and foreign visitors traveling in tour groups and individually from all corners of the world.

However, in the mid 1980s the market area experienced a decline, with properties quickly deteriorating. Areas such as those near Las Olas Boulevard were labeled as "blighted" by the city fathers. It experienced drug-related problems, prostitution, and an above-average crime rate. These problems were believed to be a direct result of the atmosphere created by spring break.

In 1985, spring breakers caused many problems for the police and millions of dollars in property damage. These actions received national media attention. The next year the city took strong steps to maintain order, which resulted in large numbers of arrests. That same year the county

and city encouraged curtailment of spring break, and the result was a drop in students visiting the beach to approximately 200,000, from its all time high in 1984 and 1985 of 350,000. The result of these occurrences was higher vacancy and lower room rental rates. On average, rates dropped in the range of 25% to 33% from 1986 to 1990. The few weeks of spring break were a

time when hotel operators could produce enough income to operate profitably for an entire year. With the death of spring break, hotels fell on hard times and blight was the result.

To combat the effects of the loss of spring break, the city took on a redevelopment program to breathe new life into the area. On July 6, 1988, the Fort Lauderdale City Commission unanimously approved comprehensive rezoning for the entire market area. The city earmarked \$13.8 million, which was part of \$44.7 million of general obligation bonds approved by voters in November 1986. As of early 1993, most of the public investments in the form of street improvements and landscaping, as well as construction of the beachfront promenade, were completed.

The purpose of redevelopment was to convert the area into a centerpiece for the beach with new hotels, sidewalk cafes, and shops. The scenic promenade was to tie the entire area together. The public investment was the catalyst that would draw private investment to the area. Private sector groups such as the "Las Olas By The Sea Property Owner's Association" were formed to pool properties in order to attract large-scale developments. However, these groups were not very effective.

In further commitment to the area, the city condemned several properties in order to amass larger tracts, which are much more attractive to private investors. The Fort Lauderdale Swimming Hall of Fame was substantially renovated, and that entity was moving, but this plan is not currently active, the pool is still in place for now and is renamed the Fort Lauderdale Aquatic Complex. It hosts over 100 swimming meets or events per year. With construction completed, the beach is very attractive and the public perception of the area is highly favorable. Plans by the private sector are so numerous that the city has at times issued a moratorium on building in this area, but that has been lifted in due time. We have not observed any unusual or adverse land use changes in the vicinity of the subject property.

APPRAISER QUALIFICATIONS 2009 HENRY R. BONDARENKO SRA, MAI
State Certified General Real Estate Appraiser #RZ-0000508

BUSINESS ADDRESS

201 South Golf Boulevard, Suite 2008
Pompano Beach, Florida 33064
Telephone Fax(954) 942-8471 Off.(954) 942-3353
hankhrb@comcast.net

EXPERIENCE

48 Years in Real Estate Appraising, Expert Witness in Circuit
Courts in Florida, Indiana and Michigan

MEMBER

Life Member, Appraisal Institute, SRA, MAI Boca
Raton Board of Realtors - Affiliate Member

EDUCATION

B.S. Degree, Michigan State University, East Lansing, Michigan, Courses I, II, W, Standards of Professional Practice, American Institute of Real Estate Appraisers, Principles and Practice Course, Course 102, 202, Society of Real Estate Appraisers, Seminar - Appraisal Institute, Hotel Valuation, March 1992, Appraisal Institute, USPAP April 1992, 1996, Core Law 1993, 1996. Standards A and B, 1995, Market Comparison 1995, Fair Lending Practices 1996, Standards Part A, 1996. litigation 1997. Core Law 1997. Market Analysis Appraisal Institute 1998 Standards Part C, 430 Appraisal inst2000, Core Law 2001, Scope of the Appraisal 2003, Course 400 USPAP Update 2005, FL State, Law 2006, USPAP Update 2006, Appraisal Consulting 2006, Real Estate Finance 2006, Appraising the Tough Ones 2006, 420 Business Practices and Ethics 2006 and 2007, Course 420 USPAP Update 2007, FL, Florida Law for Real Estate Appraisers, 2008, Supervisor Trainee Roles and Rules, 2008, Spotlight on USPAP: Hypothetical Conditions and Extraordinary Assumptions 2008.

LICENSES

State Certified General Real Estate Appraiser - State of Florida #RZ-0000508

APPRAISAL ASSIGNMENTS (Governmental)

City of Fort Lauderdale, FL; City of Pompano Beach, FL; Broward County, FL; Broward County School Board; Broward Community College, FDIC, RTC, US Army Corps of Engineers, Department of Interior, Special Magistrate of Valuation Adjustment Board, Palm Beach County, City of Tamarac, City of Miami Beach.

APPRAISAL ASSIGNMENTS (Other)

Coral Ridge Presp. Church, Ft. Lauderdale, FL, Hilton Hotels; Holiday Inn Motels; The Southernmost Motel, Key West, FL; The Pier House, Key West, FL; Executive Suite Hotel, White Plains, New York; Bank of America; Marine Bank; Radisson Suites Hotel; Sheraton Motor Inn, Manitowoc, Wisconsin; Marriott Inn, Roanoke, VA; Marriott Inn, Trumbull, CT; Marriott Hotel, Pittsburgh, PA; Industrial Parks, Shopping Centers and Office Complexes in Ft. Lauderdale and Boca Raton area; golf courses; High Tech Industrial Parks;; Art Deco Hotels, Miami Beach; restaurants; marinas; marina at Pine Island, Pointe Bank, South Trust Apts. HSA Wexford Banc, Inc, Chicago, Illinois Marina at Panacea, Florida. American National Bank. Mellon Bank, Republic Bank, Bank United. Gulf Harbor Marina, Nokomis, FL, Travel Lodge, Ft. Lauderdale, American Off Shore Marina, Dania, Pan American Bank-Strip Center, FL, Ocean Front Condominium-Palm Bay, Parking Garage-Deerfield Beach, City Inn, Miami-Ocean Bank, Touch Restaurant, Miami Beach. Trump Resort, Ft. Lauderdale. Condominium conversion Miami Beach. Marina/Hotel Hollywood, FL. Marina-Miami, FL. Loft Complex-Ft. Lauderdale, FL., Sonesta Hotel, Dania Beach, FL, Acreage Is Baker County, FL, Nassau County, FL, Dade County, FL, Hamilton County, FL, Lee County, FL, Collier County, FL, Broward County, FL, Palm Beach County, FL, Indian River County, FL, St. Lucie County, FL, Shopping Center, Thomasville, GA, Marina, Monroe County, FL, Warehouse Project, Dania Beach, FL, Hotel/Condominium, Panama City, Panama, Horse Farm, Homestead, FL, Hotel, West Palm Beach, FL.

VALUATION

HIGHEST AND BEST USE

Highest and Best Use is defined as " 1) The reasonable and probable use that supports the highest present value of vacant land or improved property, as defined, as of the date of the appraisal. 2) The reasonably probable and legal use of land or sites as though vacant, found to be physically possible, appropriately supported, financially feasible, and that results in the highest present land value. 3) The most profitable use.

Implied in these definitions is that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals as well as the benefits of that use to individual property owners. Hence, in certain situations the highest and best use of land may be for parks, greenbelts, preservation, conservation, wildlife habitats, and the like."

Source: The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, 1993.

The definition immediately above applies specifically to the Highest and Best Use of land. It is to be recognized that in cases where a site has existing improvements on it, the Highest and Best Use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its Highest and Best Use exceeds the total value of the property in its existing use.

There are four tests that a property must meet in order to indicate Highest and Best Use. The use must be physically and legally possible, financially feasible, and must be the most productive use among the possible alternative uses.

Physically Possible

The site must possess the size, shape area, soil and other physical characteristics to support the improvements that will develop the site to its Highest and Best Use, as if vacant.

This is a medium size parcel located with adequate road frontage. The site elevation is at street grade, has the necessary utilities available on or at the boundary lines with no subsoil problems assumed. Therefore hotel use is physically possible for the site.

Legally Permissible

The use must conform to the zoning regulations, private restrictions, building codes, environmental regulations and any other legal requirements.

The subject property is zoned South Beach Marina and Hotel Area. This zoning allows for hotel, or condominium development.

Financially Feasible

The use for the site must provide a yield on invested capital sufficient to warrant the investment. The beach front market is a very active and developing area which has a need for additional hotel, and condominium uses. Considering the absorption of space for all of these uses, rental rates and development costs, all uses including hotel are considered feasible at this time. There is a limited supply of available developable land in the area which should prevent an oversupply of space now and into the future.

HIGHEST AND BEST USE (Continued)

Maximally Productive

That feasible use, based on financial use analysis and return to the land and/or capital, that provides the highest yield for the longest period of time.

Due to the lack of available land, either condominium or hotel would be best suited for the property. Hotel development would be the most logical use for this site. No other use would be able to fully utilize the potential of the ocean area site.

Conclusion - Highest and Best Use as if Vacant

No other use would produce a higher return to the land than development of a hotel. Therefore the highest and best use of the subject site, as if vacant, would be for construction of a hotel project.

Highest and Best Use "As-Improved"

The property is currently improved with an office which is a legally conforming use. The improvements contribute little value to the property. The highest and best use as improved calls for the demolition and conversion to hotel use.

SALES COMPARISON APPROACH

SALES COMPARISON APPROACH TO VALUE

The Market Comparison Approach to Value is the most commonly known and employed method of valuing real estate. The essence of this approach is the principle of substitution, that is, that a prudent purchaser will pay a price for a particular property which is commensurate with the prices currently being paid for similar properties in similar locations. Thus, data is accumulated respecting recent sales and offerings of properties containing similar structural, amenity and aesthetic features as are possessed by the subject property.

It is only a rare coincidence that any two properties are exactly alike. Generally, an adjustment process is required to compensate for the differences between comparable data employed and the subject property being appraised. In the case of tangible differences between two properties, the cost to reproduce the various items is used as a guide in making a particular adjustment. However, market experience has indicated that purchasers seek and tend to pay less for improvements or features. Therefore, judgment is used based upon the experience of reaction of typical prudent purchasers in the marketplace.

Other factors, besides structural detail, which bear upon the value of property include the time of sale, zoning, terms and the circumstances of the sale and location. The market data employed in relation to the subject property is analyzed and, in so doing, all items which contribute to or detract from value are taken into account.

The appraiser has accumulated market data concerning recent sales similar to the subject property in and around the subject market area. The market for hotels is a national market. The sales search was expanded into various Broward County areas for sales and in Miami-Dade County and Palm Beach County. The general characteristics can be adjusted in order to get a feel for the indicated market rate. The salient details of the sales and the comparisons are discussed in the following pages.

ESTIMATION OF LAND VALUE

The theory of land valuation is that the value of the subject land can be inferred from recent sales of similar land in the subject area.

The methodology of land valuation employs comparison of characteristics of the comparables and the subject.

These include:

Price, terms and condition of sale
Date of Sale
Neighborhood characteristics
Location and accessibility
Configuration of the land
Topology and soil characteristics
Utility availability
Municipal services
Zoning and Use

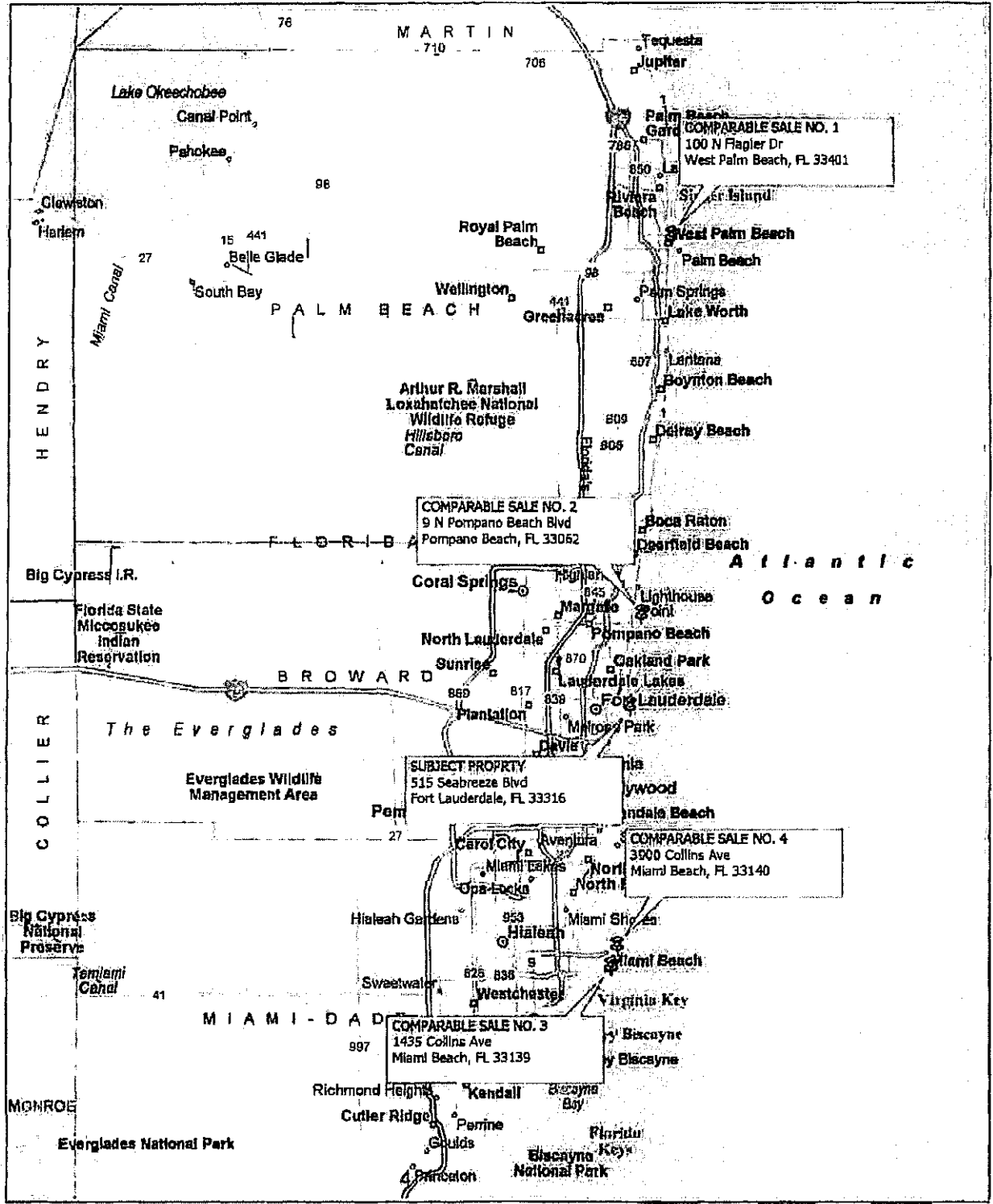
Miscellaneous characteristics including easement, encroachments, deed restrictions, etc.

The purpose is to deduce from the information the amount for which the subject would sell if it were put onto the market.

Naturally, few properties are identical, therefore adjustments must be made in the comparable sale price for variations. Usually these adjustments are made as a percentage of the comparable sales price rate per square foot or per acre.

Many sales were investigated to ascertain their similarity to the subject. Many were eliminated because they fail to compare well with the subject. The following sales most nearly compare to the subject and the essential facts of the transactions appear on the following pages.

COMPARABLE SALE LOCATION MAP



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SUMMARY OF COMPARABLE LAND SALES

ITEM	SUBJECT	SALE NO. 1	SALE NO. 2
Folio #	5042 12 32 0020	74 43 22 00 005 0010	48 43 31 01 0360
Identity/Location	515 Sea Breeze Ft. Lauderdale, Florida	100 N. Flagler Drive West Palm Beach, FL	9 N. Pompano Beach Blvd. Pompano Beach, Florida
Size Site	18,297 SF	1.070 ACRES (46,609 SF)	38,893 SF (0.89 Acres)
80 Parking Spaces Adjustmt	32,000 SF		
Zoning	South Beach Marina & Hotel Area	CC-1	Unannounced
No. Hotel Units	61, plus restaurant	30 planned, 5 stories	Unannounced
Density	145 Per Acre	28 per acre	40630- 1905
ORB/PAGE	17391-283		
Legal Description	Parcel B, Zuro's Plat 117-22 B	Pt of Lot 5 lying N of & adj. To 1st SL(Banyan) , etc. 22-43-43	Pomp.Bch 2-95 PB Lots 5,6 & Lots 7 & 8 Less Pt lying within 50 ft, etc
Grantor	515 Seabreeze, LLC	W.Palm Bch Investments, LLC	Pompano Beach, LLC
Grantee	Buyer, WD	WCI Communities, Inc.	WCI Communities, Inc.
Confirmation		Warranty Deed, ISC	Warranty Deed, Realestat
Water Frontage	Yes, ICWW	Public Records	Public Records
Date of Sale		None, Water View	None, Water View
Sale Price		8-12-04	9-30-05
Sale Price/Dwelling Unit		\$13,100,000	\$14,000,000
Sale Price/Square Foot		\$436.667	n/a
		\$281.06	\$359.86
		Analysis	Analysis
	This site is adjacent and south of the Swimming Hall of Fame. It is across the street from Parcel A which will be providing all parking for this site, 80 at no cost, 46 at market rates. It fronts on an arm of the ICWW.	This is a N. Flagler Street location at Banyan St. It has a view of the Intracoastal Waterway. It is the former Wilkes Hotel. It is planned for 30 units.	This was the sale of a Howard Johnson Hotel facing the ocean at Atlantic Blvd. In Pompano Beach The building was demolished after purchase. WCI is a major developer. The site is on the west side of the street facing the beach and Atlantic Ocean.
Conditions of Sale	Adjustments	Adjustments	Adjustments
Time	Similar	Similar	Similar
Location	Superior	Superior	Superior
Density—Per Dwelling Unit	Similar	Similar	Superior
Entitlements	Inferior*	Inferior*	Unannounced
*Inferior indicates sale is inferior, superior means that the sale is superior.	Similar	Similar	Inferior

SUMMARY OF COMPARABLE LAND SALES

ITEM	SUBJECT	SALE NO. 3	SALE NO. 4
Folio #	5042 12 32 0020	02 3234 012 0040	02 32260001 1860
Identity/Location	515 Sea Breeze Ft. Lauderdale, Florida	1435 Collins Ave Miami Beach, Florida (Hotel) (1936) (Hennrosa Hotel)	3900 Collins Ave Miami Beach, Florida (Hotel) (1988)(Copley Plaza)
Size Site	18,297 SF	9,095 SF (0.21 Acres)	14,000 SF (0.32 Acres)
80 Parking Spaces Adjustmt	32,000 SF	MXE, Mixed Use Entertainment, New 550sf	RM-2
Zoning	South Beach Marina & Hotel Area	40 Rooms	40 Rooms
No. Hotel Units	61, plus restaurant	180 per acre	125 per acre
Density	145 Per Acre	28398-2806	28357-0098
ORB/PAGE		Harrison & Heyes Sub PB 9-73, Lot 9, part of 10.	Miami Beach Improvement Co, sub Lots 10-11 Blk 32
Legal Description	Parcel B, Zuro's Plat 117-22 B	Hennrosa Hotel, LLC	Copley Plaza
Grantor	515 Seabreeze, LLC	Habash Holdings, LLC	ThirtyNine Collins, LLC
Grantee	Buyer, WD	Warranty Deed, Resalestat	Warranty Deed, Resalestat
Confirmation			
Water Frontage	Yes, ICWW	None	None
Date of Sale	11-19-2007	4-30-08	
Sale Price	\$3,800,000 (\$3,059,400 to Blkg, (\$200/sf)	\$170,000	\$5,100,000 (\$3,673,300 to Blkg)(\$150/sf)
Sale Price/Dwelling Unit	\$411.24	\$301.91	\$105.867
Sale Price/Square Foot		Analysis	Analysis
	This site is adjacent and south of the Swimming Hall of Fame. It is across the street from Parcel A which will be providing all parking for this site, 80 at no cost, 46 at market rates. It fronts on an arm of the ICWW.	This sale represents a hotel with a small site in a high value area of Miami Beach. There is no water view to this site. This is a 40 room hotel on a main thoroughfare in Miami Beach.	This sale represents a hotel with a small site in a high value area of Miami Beach. There is no water view to this site. This is a 40 room hotel on a main thoroughfare in Miami Beach.
Conditions of Sale		Adjustments	Adjustments
Time		Similar	Similar
Location		Similar	Similar
Density—Per Dwelling Unit		Superior	Superior
Entitlements		Similar	Similar
*Inferior indicates sale is inferior, superior means that the sale is superior.		Similar	Similar

Analysis of Comparable Sales

Comparable hotel sites are scarce for any given location. The market area search had to be extended to find comparable sale properties. Improved properties were analysed by deducting the estimated contributing value of the improvements to arrive at the indicated land value. Sales in neighboring cities were analyzed in order to find recent hotel sales. The following four sales represent a cross section of local sales, vacant sales, improved sales for use by abstraction of the contributing value of the improvement and recent sales on small sites in an active hotel market area.

Comparable Sale No. 1

This is the sale of the old Wilkes Hotel on N. Flagler Drive in West Palm Beach. It has a water view for a superior location adjustment. It is located a short distance west of the ICWW. A minus adjustment is warranted for time, the market conditions were rated superior to the current market. The subject is rated superior as to density similar to entitlements.

Comparable Sale No. 2

This is the sale of a Howard Johnson Hotel in Pompano Beach in Broward County. It is not a waterfront property, but it faces the beach and ocean across a street for a superior location adjustment. Market conditions are rated superior at the time of sale of this property. Density is not announced for this site. Subject entitlements of the subject are rated superior to this property.

Comparable Sale No. 3

The market search was extended to Miami Beach to find recent hotel site sales. This is the sale of an older hotel built in 1936 that sold on 11-19-07, it goes by the name of Henrosa Hotel. The estimated contributing value of the improvements was placed at \$200 per sq. ft. of building area, or \$3,059,400. This left \$3,740,600 imputable to the land, or \$411.28 per sq. ft. The location is rated superior. The density is rated superior on the comparable property. The subject entitlements are rated similar. This is a hotel on a small site, similar to the subject site orientation.

Comparable Sale No. 4

The market search was extended to Miami Beach to find recent hotel site sales. This is the sale of an older hotel built in 1968 that sold on 4-30-08, it now goes by the name of Sirca Hotel. The estimated contributing value of the improvements was placed at \$200 per sq. ft. of building area, or \$5,164,400. This left \$2,935,600 imputable to the land, or \$210.00 per sq. ft. The location is rated superior. The density is rated similar on the comparable property. The subject entitlements are rated similar. This is a hotel on a small site, similar to the subject site orientation.

Conclusion

The market area search had to be extended to find comparable land sale properties. In addition to vacant sales, improved properties were analysed by deducting the estimated contributing value of the improvements to arrive at the indicated land value. Sales in neighboring cities were analyzed in order to find recent hotel sales.

(continued)

(continued)

The above four sales represent a cross section of sales, vacant sales, improved sales for use by abstraction of the contributing value of the improvement and recent sales on small sites in an active hotel market area. The subject site has, in place, valuable entitlements from the City of Ft. Lauderdale to build a hotel with a restaurant. The site is near ready for pulling a building permit, no waiting a year or so to obtain these entitlements.

The sales range in sale prices before adjustments from \$281.05 to \$411.24. The sales range in land size from 0.21 acres to 1.07 acres. The dates of sale range from 8-12-04 to 4-30-08.

After taking into consideration the above noted adjustments, after taking into consideration of the subject entitlements, the estimated value of the subject hotel site is anticipated to fall mid-range, say \$250 per sq. ft. of adjusted land area. The subject has an agreement for 80 parking spaces in Parcel A across the street.

50,297 Sq. Ft. Adjusted Land Area	x	\$250.00/Sq. Ft. =	\$12,574,250
		rounded to	\$12,570,000

Estimated Value via Sales Comparison Approach with Entitlements \$12,570,000

ADDENDUM

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

1. The legal description and maps are assumed to be correct.
2. No responsibility is assumed for matters which are legal in character, nor is any opinion rendered as to title, which is assumed to be good and marketable. Any existing liens or encumbrances have been disregarded, and the property is appraised as free and clear. This appraisal is made, assuming that all public improvements of any kind affecting the property appraised are fully paid for, unless otherwise specifically set forth in the property description.
3. No survey has been made of the property on behalf of the appraisers and no responsibility is assumed in connection with such matters. The sketches contained in this report are for illustrative purposes only and are included to assist the reader to better visualize the property. The information furnished by others is believed to be reliable and no responsibility is assumed for its accuracy.
4. In this report, the distribution of the total valuation between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
5. Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by any but the recipient without written consent of the appraiser.
6. The contract for appraisal, consultation, or analytical service is fulfilled and total fee is payable upon completion of the report. The appraisers will not be required to give testimony in court or hearing because of having made the appraisal in full or in part, nor engage in post-appraisal consultation with the client or third parties, except under separate and special arrangement and at additional fee.
7. The appraisers may not divulge material contents of the report, analytical findings or conclusions or give a copy of the report to anyone other than the client or his designee as specified in writing, except as may be required by the Appraisal Institute as it may request in confidence for ethics enforcement or by a court of law or body with the power of subpoena.
8. Liability of Aucamp, Dellenback & Whitney and its employees or subcontractors is limited to the fee collected for preparation of this appraisal. There is no accountability or liability to any third party.
9. It is assumed there are no hidden or inapparent conditions of the property, subsoil or structures which make it more or less valuable. The appraiser assumes no responsibility for such conditions or engineering which might be required to cover these facts. No topographical survey was provided.
10. No environmental impact study, special market study or analysis, highest and best use analysis or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. The appraiser reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates or conclusions upon any subsequent such study or analysis or previous study or analysis subsequently becoming known to him.
11. The market value estimated and the cost used are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.
12. This appraisal expresses my opinion and employment to make this appraisal was in no way contingent upon reporting a predetermined value or conclusion. The fee for this appraisal or study is for the service rendered and not for time spent on the physical report.

ASSUMPTIONS AND LIMITING CONDITIONS (continued)

13. The value estimated in this appraisal report is gross without consideration given to any encumbrance, restriction, or question of title unless specifically defined. The estimate of value in the appraisal report is not based in whole or in part upon race, color or national origin of the present owners or occupants of properties in the vicinity of the property appraised.

14. Responsible ownership and competent property management are assumed.

15. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws, unless noncompliance is stated, defined and considered in the appraisal report.

16. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined and considered in the appraisal report.

17. It is assumed that all required licenses, certificates of occupancy and consents or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

18. It is assumed that the utilization of the land and improvements is within the boundaries of the property lines, that the property described in that there is no encroachment or trespass unless noted in the report.

19. Authentic copies of this report are signed in ink.

20. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

21. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

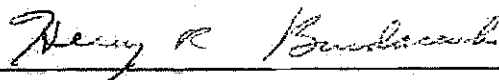
22. The report may contain estimates of prospective value for the subject property. Forecasts and prospective values are based upon current market conditions and trends. We cannot be held responsible for unforeseeable events that alter market conditions prior to the prospective dates.

23: Acceptance and/or use of this appraisal report constitutes acceptance of the preceding conditions.

CERTIFICATION

I certify that, to the best of my knowledge and belief,...

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My analyses, opinions, and conclusions were developed and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
5. I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
6. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
7. As of the date of this report, I have not completed the requirements under the continuing education program for the Appraisal Institute for its five year cycle.
8. I am currently certified by the State of Florida as a Certified General Real Estate Appraiser, Number RZ-0000508.
9. I have made a personal inspection of the property that is the subject of this report.
10. The compensation received for this appraisal report is in no manner contingent upon the reporting of a predetermined value or upon the amount of the value estimate. This appraisal assignment was not made, nor was the appraisal rendered on the basis of requested minimum valuation, specific valuation, or an amount which would result in approval of a loan. The compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result.
11. No one provided significant professional assistance to the person signing this report.
12. Analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the requirements of the State of Florida for state certified appraisers.



Date Mar 13, 2009

Henry R. Bondarenko, MAI
State Certified General Real Estate Appraiser No. 0000508

STATE OF FLORIDA



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BOARD

SEQ# L0809300867

DATE	BATCH NUMBER	LICENSE NBR
09/30/2008	080178258	RZ508

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2010

BONDARENKO, HENRY R
201 S GOLF BLVD #2006
POMPANO BEACH FL 33064

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY

INSTR # 105301742
OR BK 40356 Pages 1589 - 1602
RECORDED 06/23/05 13:22:37
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2160
#1, 14 Pages

This Instrument Prepared By and Return to:
Lori R. Hartglass, Esq.
Turnberry Associates
19501 Biscayne Boulevard, Suite 400
Aventura, Florida 33180

PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT, dated this 18 day of April, 2005, by and between **550 SEABREEZE DEVELOPMENT, LLC** a Florida limited liability company, whose address is 19501 Biscayne Boulevard, Suite 400, Aventura, FL 33180, and **515 SEABREEZE, LLC**, a Florida limited liability company, whose address is 5300 NW 12th Avenue, Suite 1, Fort Lauderdale, Florida 33308.

WITNESSETH:

WHEREAS, 550 Seabreeze Development, LLC (hereinafter referred to as "550 Seabreeze") is the owner of all of Parcel "A" of Zuro's Plat according to the Plat thereof, as recorded in Plat Book 117, Page 22 of Public Records of Broward County, Florida (hereinafter referred to as "Parcel A"); and

WHEREAS, 515 Seabreeze, LLC (hereinafter referred to as "515 Seabreeze") is the owner of a portion Parcel "B" of Zuro's Plat according to the Plat thereof, as recorded in Plat Book 117, Page 22 of Public Records of Broward County, Florida more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (hereinafter referred to as "Parcel B"); and

WHEREAS, pursuant to certain agreements, leases and easements hereinafter described 550 Seabreeze is required to provide 80 parking spaces on Parcel A for the use and benefit of Parcel B; and

WHEREAS, 550 Seabreeze has received approval for the development of Parcel A as a mixed use project with an accessory parking garage to be serviced by valet parking services; and

WHEREAS, the parties desire to clarify the scope, intent and meaning of those certain agreements, leases and easements hereinafter described.

(Wherever used herein the terms "550 Seabreeze" and "515 Seabreeze" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations. All references to recording information contained herein refer to the public records of Broward County, Florida unless otherwise noted.)

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiently of which are hereby acknowledged the parties agree as follows:

1) All of the foregoing recitals are true and correct and are incorporated herein by reference.

NOTE TO CLERK: This Agreement is not subject to documentary stamp tax because no consideration has been given for this easement.

2) That Parking Agreement between Hall of Fame Marina, Inc and Ocean Dunes Resort and Club, Inc dated December 22, 1999 and recorded in Official Records Book 34069 Page 1292 and that Easement between Michael Zuro and Hall of Fame Marina, Inc. dated September 22, 1998 and recorded in Official Records Book 28872, Page 174, as modified in Official Records Book 32988, Page 106 are hereby terminated.

3) 550 Seabreeze hereby grants to 515 Seabreeze, an easement over, across, upon, in, under and through Parcel A, for the parking of vehicles in eighty (80) parking spaces on Parcel A ("Parking Spaces") and for vehicular and pedestrian ingress and egress to the 80 Parking Spaces. The 80 Parking Spaces shall be located within the garage to be constructed on Parcel A.

a. 550 Seabreeze shall be responsible for maintaining and repairing the parking facilities on Parcel A such that the 80 Parking Spaces shall be available subject to the right to relocate the 80 Parking Spaces as set forth herein.

b. 550 Seabreeze and 515 Seabreeze (the "Indemnitor") shall indemnify and hold the other (the "Indemnitee") harmless from and against any and all claims arising from any activity, work or thing done, permitted or suffered by the Indemnitor on or about the parking facilities now or hereafter located on Parcel A and shall further indemnify and hold the Indemnitee harmless from and against any and all claims arising from any breach or default in the performance of any obligation of the Indemnitor's part to be performed under the terms of this Agreement or arising from any negligence of the Indemnitor or any of Indemnitor's agents, successors, assigns, tenants, contractors, invitees or employees and from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Indemnitee by reason of such claim, the Indemnitor upon notice from the Indemnitee, shall defend the same at the Indemnitor's sole expense by counsel satisfactory to Indemnitee.

c. 550 Seabreeze shall have the right upon 30 days written notice to 515 Seabreeze to relocate the 80 Parking Spaces on a temporary basis to a parking lot or facility located within 700 feet of Parcel B or to such other parcel as may be agreeable to 515 Seabreeze. In the alternative, 550 Seabreeze may pay the City of Fort Lauderdale for the use of up to 80 parking spaces within the municipal South Beach Parking Lot for the benefit of 515 Seabreeze. The parties acknowledge that these spaces will not be available during the Fort Lauderdale Annual Boat Show. The relocation of the 80 Parking Spaces shall be at no cost to 515 Seabreeze and shall be subject to the requirements of any governmental entity having jurisdiction over the property encompassed by this Agreement.

4) The 80 Parking Spaces referenced in Paragraph 3 above include the 48 parking spaces required to be provided on Parcel A for the use and benefit of Parcel B as provided for in that Modification of Attendant Off-Street Parking Agreement between City of Fort Lauderdale,

Michael Zuro and Hall of Fame Associates dated January 28, 1993 and recorded in Official Records Book 20563, Page 469, as affected by that instrument recorded in Official Records Book 30364, Page 553.

5) The 80 Parking Spaces referenced in Paragraph 3 above are separate and distinct from, and in addition to, those 44 parking spaces required to be provided on Parcel A by 550 Seabreeze for the benefit of those boat, marina and dock uses located on those parcels of land described in Exhibit "B" attached hereto and made a part hereof by reference and as described in that Attendant Off Street Parking Agreement between City of Fort Lauderdale, Michael Zuro and Emil Pawuk dated January 21, 1986 and recorded in Official Records Book 13178, Page 465 as modified by that Modification of Attendant Off Street Parking Agreement between City of Fort Lauderdale, Michael Zuro and Hall of Fame Associates dated January 28, 1993 and recorded in Official Records Book 20563, Page 469, as affected by that instrument recorded in Official Records Book 30364, Page 553, and that Agreement regarding Grant of Easement between Michael Zuro and Hall of Fame Associates dated December 18, 1988 and recorded in Official Records Book 16011, Page 512 as amended by that First Amendment to the Grant of Easement dated July 10, 1989 and recorded in Official Records Book 16618, Page 284.

6) All parking on Parcel A shall be provided by valet service only. No party shall be permitted to self-park on Parcel A.

7) 550 Seabreeze shall charge no fees to the tenants or users of the office building currently located on Parcel B for parking within 15 parking spaces of the 80 Parking Spaces referenced in Paragraph 3 above. The employees, patrons and users of the restaurant or other non-office space located on Parcel B shall be charged valet parking fees in accordance with the terms of this Agreement.

8) 550 Seabreeze shall provide valet parking services and charge the vehicle owners or users valet service fees for parking within the remaining 65 parking spaces in accordance with the following schedule:

- a. During the hours of 8:00 am to 6:00 pm on weekdays, 550 Seabreeze shall charge no more than \$3.00 per space for each 5 hour period or part thereof. After 6 p.m. and prior to 8:00 a.m., 550 Seabreeze may charge vehicle owners or users the current rate for valet services for parking.
- b. During holidays, weekends and special events, 550 Seabreeze may charge vehicle owners or users the current rate for valet services for parking.

9) 550 Seabreeze hereby grants to 515 Seabreeze, for the benefit of Parcel B, an easement over, across, upon, in, under and through Parcel A for the parking of vehicles in an additional 15 parking spaces on Parcel A ("Additional 15 Parking Spaces") and for vehicular and pedestrian ingress and egress to the Additional 15 Parking Spaces. The Additional 15 Parking Spaces shall be located within the garage to be constructed on Parcel A. 550 Seabreeze shall charge the vehicle owners or users valet service fees for such 15 Additional Parking Spaces \$2.00 per 8:00 am to 6:00 pm time periods on weekdays. After 6 p.m. and prior to 8:00 a.m.,

550 Seabreeze may charge vehicle owners or users the current rate for valet services for parking. During holidays, weekends and special events, 550 Seabreeze may charge vehicle owners or users the current rate for valet services for parking.

10) The valet parking fees set forth in Paragraphs 8 and 9 above shall be adjusted upward annually according to the cost of living over and above the valet parking fees for the preceding year. The cost of living index to be used for each annual increase is the Consumer Price Index issued by the United States Department of Labor for the South Eastern Group of States. If this index becomes unavailable, the index to be used is the Wholesale Prices of All Commodities Revised, published by The United States Department of Labor, Bureau of Vital Statistics. The annual increase to the valet parking fees shall become effective on each anniversary date of this Agreement. 550 Seabreeze shall notify 515 Seabreeze of the annual increase to the valet parking fees 30 days prior to the date the increase becomes effective. Notwithstanding the foregoing, with respect to the valet parking fees set forth in Paragraph 8, if either the current restaurant or dive shop lease on Parcel B is terminated, then valet fees may be increased for the replacement tenants and their guests and invitees, to current market rates.

11) The following uses shall be prohibited within the 80 Parking Spaces described in Paragraph 3 above:

- a. car washing
- b. car repairs
- c. parking of trailers, boats, abandoned vehicles, vehicles with expired license tags, and/or uninsured vehicles

12) 550 Seabreeze shall not be responsible for, and assumes no liability arising from or out of fire, theft, water, wind, damage to, or loss of, the vehicle or any article left in any vehicle parked on Parcel A pursuant to this Agreement.

13) Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed to have been given only if hand delivered, sent by nationally recognized overnight courier service (e.g., Federal Express) or transmitted by telecopier with automatic electronically printed confirmation of successful transmission and a conforming copy of the notice is sent by one of the other means of giving notice within 24 hours of transmission by telecopier, to the parties as follows:

To 550 Seabreeze:	550 Seabreeze Development, LLC c/o Jack Kessler Buchanan Ingersoll, PC 301 Grant Street Pittsburgh, PA 15219
-------------------	--


IN WITNESS WHEREOF, the parties have set their respective hands and seals as of the date written above.


Signed, sealed and delivered in the presence of:

550 SEABREEZE DEVELOPMENT LLC, a Florida limited liability company

BY: LAS OLAS GROUP II, L.P., a Florida limited partnership, its Managing Member

By: LAS OLAS GROUP GP, LLC, a Florida limited liability company, its General Partner


Print Name: BRIDGET HIGGINS


Print Name: S.A.M. KING-BONARR

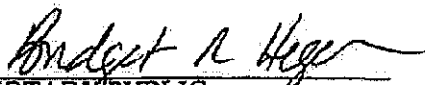
By: 
Eugene Kessler, a Managing Member

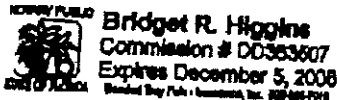
STATE OF FLORIDA)
COUNTY OF Miami-Dade }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Eugene Kessler, a Managing Member of LAS OLAS GROUP GP, LLC, a Florida limited liability company, the General Partner of LAS OLAS GROUP II, L.P., a Florida limited partnership, the Managing Member of 550 SEABREEZE DEVELOPMENT LLC, a Florida limited liability company, acting on behalf of said entities and to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he executed the same. He is personally known to me or provided _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of April, 2005.

My Commission Expires: 12-5-2008


NOTARY PUBLIC
Printed Name: Bridget R. Higgins



ZONING ORDINANCE

c. Site Plan Level I Development.

i. Accessory buildings and structures; improvements outside of the principal structure including but not limited to fences, walls, landscaping, parking, signs and nonstructural alterations to the exterior of structures located on a parcel; and expansion or change of a permitted use within an existing structure.

5. *Length and width.* The maximum length and width of a structure shall be two hundred (200) feet.

6. *Minimum distance between buildings.* The minimum distance between buildings on a development site shall be twenty (20) feet or twenty (20) percent of the tallest building, whichever is greater. For purposes of this subsection, a parking garage shall be considered a building.

F. South Beach Marina and Hotel Area () District.

i. requirements.

a. No structure shall be constructed, remodeled or reconstructed so that any part of the structure is located within twenty (20) feet of the proposed public right-of-way along Seabreeze Boulevard or State Road A-1-A unless otherwise approved as a development of significant impact. In addition, those yards fronting on People Streets must meet the requirements of Section 47-12.4.C.

b. Yards not abutting A-1-A or Seabreeze Boulevard:

i. Side yard: ten (10) feet.

ii. Rear yard: twenty (20) feet.

c. The side and rear yard are the minimum requirements. Unless otherwise approved as a development of significant impact in no case shall the yard requirements be less than an amount equal to one-half the height of the building when this is greater than the above minimums.

2. *Height.* No structure shall be constructed, remodeled or redeveloped so that any part of the structure exceeds one hundred fifty (150) feet.

3. *Floor area ratio.* No structure shall be developed or redeveloped so that the floor area ratio is greater than five (5).

4. List of permitted uses— district.

a. Site Plan Level IV Development.

* i. Hotels and suite hotels.

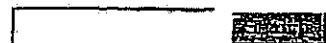
* ii. Multiple-family dwellings and apartments.

iii. Marinas as a conditional use. See Section 47-24.3.

iv. Museums.

Sec. 47-12.2. Intent and purpose of each district.

A. *Applicability.* The provisions of this section shall apply to all development and reuse of land in the central beach area, except for painting, cleaning and other activities incidental to ordinary maintenance.



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1. *PRD - Planned Resort Development District* is established for the purpose of promoting the development and redevelopment of the area immediately north of Las Olas Boulevard, generally between the Atlantic Ocean and the Intracoastal Waterway, as a high quality, public and private mixed use area that is the focal point of the central beach as a destination resort and county-wide asset. The district is intended to permit and facilitate the redevelopment of the area as a world-class resort that is commensurate with the character and value of the Atlantic Ocean and the city's long-time reputation as a tourist destination.

2. *ABA - A-1-A Beachfront Area District* is established for the purpose of promoting high quality destination resort uses that reflect the desired character and quality of the Fort Lauderdale beach and improvements along A-1-A. The district is intended as a means of providing incentives for quality development and redevelopment along a segment of A-1-A and to ensure that such development is responsive to the character, design and planned improvements as described in the revitalization plan.

3. *SLA - Sunrise Lane Area District* is established for the purpose of encouraging the preservation, maintenance and revitalization of existing structures and uses that make up the distinct neighborhood south of Sunrise Boulevard. Existing residential and commercial uses and transient accommodations represent a substantial resource of this central beach area to be protected, preserved and enhanced.

4. *IOA - Intracoastal Overlook Area District* is established for the purpose of encouraging the preservation, maintenance and revitalization of existing structures and uses that front on the eastern Intracoastal Waterway. Existing residential uses and transient accommodations represent a substantial element of the central beach housing stock to be protected, preserved and enhanced.

5. *NBRA - North Beach Residential Area District* is established for the purpose of encouraging the preservation, maintenance and revitalization of existing structures and uses that make up the distinct neighborhood that occurs in the center of the north beach area. Existing residential and transient accommodations represent a substantial resource of the central beach area to be protected, preserved and enhanced.

6. *SBMHA - South Beach Marina and Hotel Area District* is established for the purpose of promoting high quality destination resort uses including the Swimming Hall of Fame that reflect the character and quality of the Fort Lauderdale Beach, the Intracoastal Waterway and the marinas that have been developed to the north and south of Bahia Mar. The district is intended as a means of providing incentives for quality development and redevelopment along the Intracoastal Waterway and to preserve, protect and enhance the existing character, design and scale of the area along A-1-A.

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(Ord. No. C-97-19, § 1(47-12.2), 8-18-97)

- v. Swimming pools.
- vi. Parking garages.
- vii. Amphitheaters.
- viii. Restaurants.
- ix. Moped/scooter rental as a conditional use

b. Site Plan Level III Development.

i. Commercial retail uses offering services or goods for sale to tourists and visitors such as gifts, souvenirs, clothes and other tourist commodities.

c. Site Plan Level I Development.

i. Parking lots.

ii. Accessory buildings and structures; improvements outside of the principal structure including but not limited to fences, walls, landscaping, parking, signs and nonstructural alterations to the exterior of structures located on a parcel; and expansion or change of a permitted use within an existing structure.

iii. Automobile rental limited to twelve (12) cars per development site as an accessory to a hotel or marina and Section 47-18.3 shall not be applicable.

5. *Length and width.* The maximum length and width of a structure shall be two hundred (200) feet.

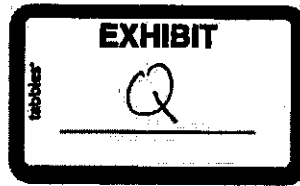
6. *Minimum distance between buildings.* The minimum distance between buildings on a development site shall be twenty (20) feet or twenty (20) percent of the tallest building, whichever is greater. For purposes of this subsection, a parking garage shall be considered a building.

[Previous Doc](#) | [Next Doc](#)

(Ord. No. C-97-19, § 1(47-12.5), 6-18-97; Ord. No. C-99-31, § 1, 5-4-99; Ord. No. C-00-26, §§ 2, 3, 6-6-00; Ord. No. C-01-10, § 1, 4-5-01)



**DUNAY
MISKEL
BACKMAN
BLATTNER** LLP



Gary S. Dunay
Bonnie Miskel
Scott Backman
David K. Blattner

Christina Bitenki

October 10, 2013

By Email

Mayor Jack Seiler
Vice Mayor Bruce G. Roberts
Commissioner Dean J. Trantalis
Commissioner Bobby B. DuBose
Commissioner Romney Rogers
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Re: Vintro Hotel

Dear Mayor, Vice Mayor and Commissioners:

By now each of you should have received an invitation to an open house for the Vintro Hotel project scheduled for Wednesday, October 16, 2013 from 5:00 p.m. to 6:30 p.m. at the Casablanca Cafe. This will be the second open house held for the project with notice provided to residents in the immediate vicinity of the proposed hotel development. In addition, the Vintro team has held support parties and attended multiple meetings with community groups, including, but not limited to, the Central Beach Alliance, the Fort Lauderdale Chamber of Commerce, the Beach Council and the Florida Restaurant and Lodging Association. The Vintro team has already canvassed the neighborhood on foot and met with many residents to discuss any questions or concerns related to the proposed Vintro project. The enclosed maps and list identifies the buildings and streets that received mailed notice for the October 16, 2013 open house.

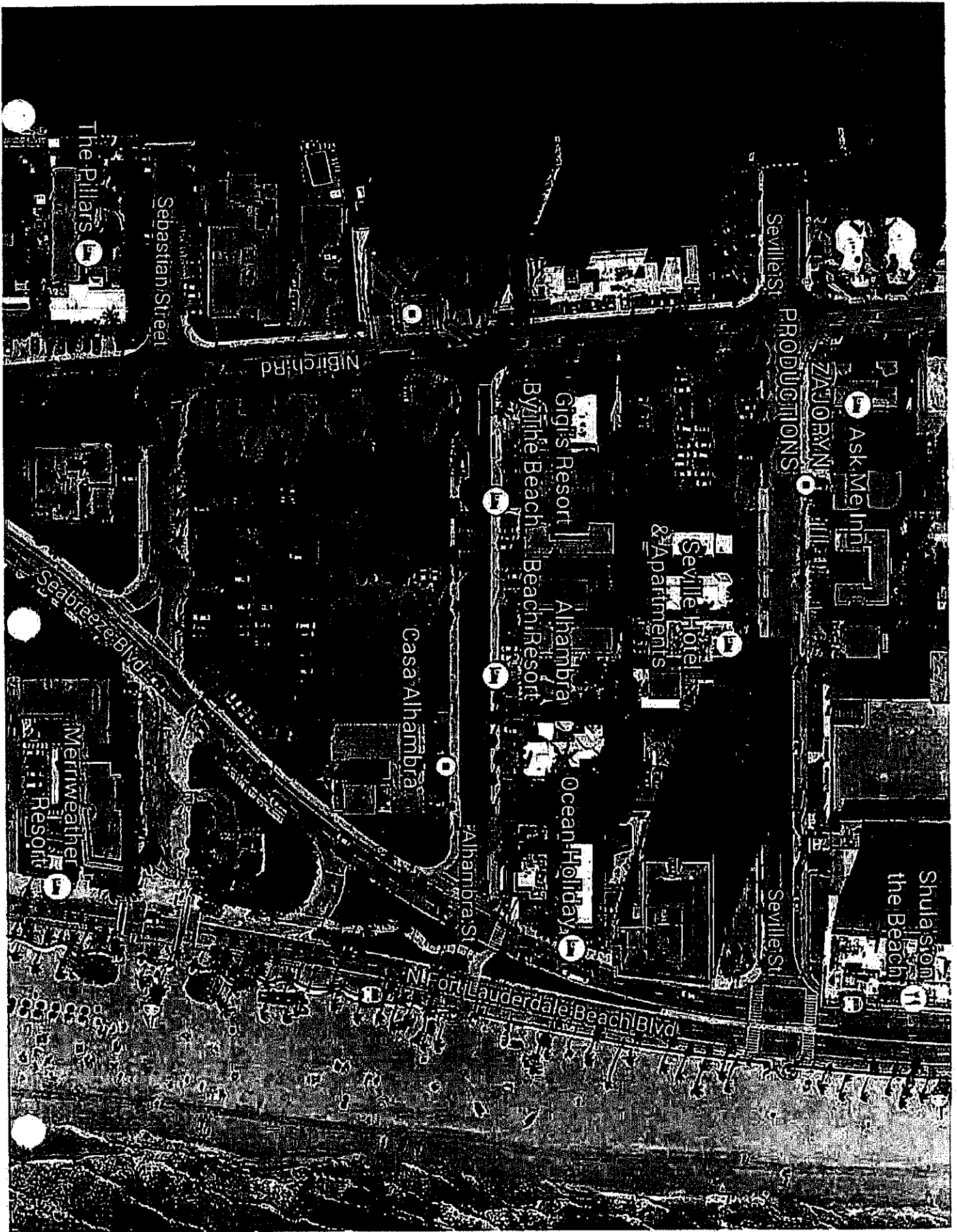
We look forward to seeing you on October 16th and presenting the Vintro Hotel for your consideration at your November 5, 2013 City Commission meeting.

In the event you have any questions or need additional information please do not hesitate to contact me.

Sincerely,


Scott Backman, Esq.

cc: Lee Feldman, City Manager
Greg Brewton, Director of Department of Sustainable Development
Ella Parker, Planning Manager
Thomas Lodge, Planner



The Pillars

Sebastian Street

N Birch Rd

Seville St

PRODUCTIONS

ASK MELINA

Ask Melina

Seville Hotel & Apartments

Gigis Resort
By the Beach

Alhambra
Beach Resort

Casa Alhambra

Ocean Holiday

Alhambra St

Seville St

Shula Stone
the Beach

Seabreeze Blvd

Merrweather
Resort

Fort Lauderdale Beach Blvd

Shula's on the Beach

Ask Me Inn

Seville St PRODUCTIONS

Seville Hotel & Apartments

Gigi's Resort
By The Beach Beach Resort

Ocean Holiday

Casa Alhambra

N Fort Lauderdale Beach Blvd

N Birch Rd

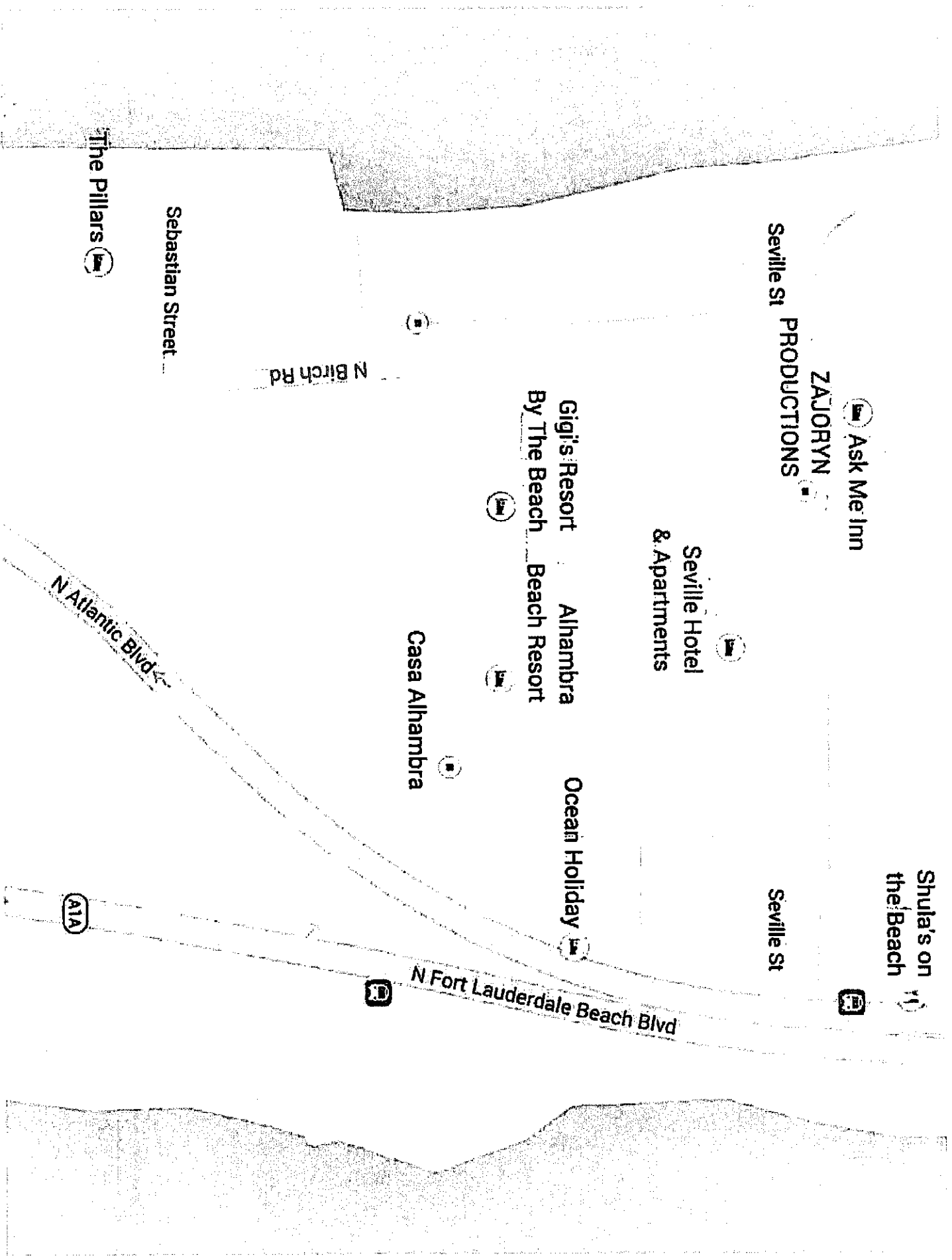
Sebastian Street

The Pillars

N Atlantic Blvd

1A

1B



Return Address:
VINTRO HOTEL
3029 Alhambra Street
Fort Lauderdale, FL 33304

All below are in zip code 33304

C = Condo

M=Motel

N Birch Road

Wedgewood Court – 112 – C

Pillars – 111 - C

Spring Brook Gardens – 125 - C

Alhambra Place – 209 – C

Versailles – 215 – C

Birch Point – 301 – C

Little Paris – 300 – M

Vacation Condos Private Building – 220

Seville Street

3009 – Private Building

3021 - Private Building

3015 – C

3021 – Private Building

3016 – Private Building

3020 Seville – Motel

**Return Address:
VINTRO HOTEL
3029 Alhambra Street
Fort Lauderdale, FL 33304**

All below are in zip code 33304

3024 – Private Building

3028 – Private Building

N Fort Lauderdale Beach Blvd

Merriweather – M

Westin – 321 – Hotel

Seasons – 209 – C

Ocean Holiday – 205 – M

Alhambra Street

3001 – Private Building

Gigis Resort – 3005 – M

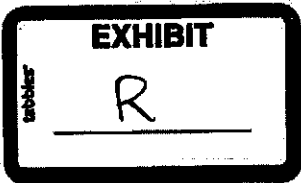
3007 – Private Building

Villa Torino – 3017 – Private Building

Alhambra Beach – 3021 – M

Casa Alhambra – 3026 – C

Casablanca – 3049 - Restaurant



“AS IS” Residential Contract For Sale And Purchase

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

1* PARTIES: VINTRO FORT LAUDERDALE, LLC ("Seller"),
2* and MICHAEL SCOTT HOWARD, AND OR ASSIGNS ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and
5 any riders and addenda ("Contract");

1. PROPERTY DESCRIPTION:

7* (a) Street address, city, zip: 3029 ALHAMBRA STREET FORT LAUDERDALE FL 33304
8* (b) Property is located in: BROWARD County, Florida. Real Property Tax ID No.: 5042-12-10-0720
9* (c) Real Property: The legal description is LAUDER DEL MAR 7-30 B LOT 16, 17 BLK 6

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property"). Other Personal Property items included in this purchase are:

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

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

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): \$ 2,000,000.00
(a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 10,000.00
The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) [] accompanies offer or (ii) [X] is to be made within 3 (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.
Escrow Agent Information: Name: KELLER WILLIAMS REALTY
Address: 3696 N FEDERAL HWY, 131, FORT LAUDERDALE, FL 33308
Phone: 954-630-7020 E-mail: RGSSELLS@AOL.COM Fax: 954-630-7050
(b) Additional deposit to be delivered to Escrow Agent within 35 (if left blank, then 10) days after Effective Date \$ 50,000.00
(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8
(d) Other: \$ 1,750,000.00
(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other COLLECTED funds \$ 190,000.00

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

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

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before 10/23/13, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

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

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on 01/04/13 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

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

Buyer's Initials Page 1 of 11 Seller's Initials MSH
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(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners' insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within _____ (if left blank, then 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. OCCUPANCY AND POSSESSION:

(a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.

(b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

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

FINANCING

8. FINANCING:

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

(b) This Contract is contingent upon Buyer obtaining a written loan commitment for a conventional FHA VA or other _____ (describe) loan on the following terms within 50 (if left blank, then 30) days after Effective Date ("Loan Commitment Date") for **(CHECK ONE):** fixed, adjustable, fixed or adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing").

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

Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract up to the earlier of:

- (i) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to waive the financing contingency of this Contract; or
- (ii) 7 days prior to Closing Date.

If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing contingency shall be deemed waived by Buyer.

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

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Seller's Initials MSH

- 114 * (c) Assumption of existing mortgage (see rider for terms).
 5 * (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

116 **CLOSING COSTS, FEES AND CHARGES**

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

118 (a) **COSTS TO BE PAID BY SELLER:**

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

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

127 (b) **COSTS TO BE PAID BY BUYER:**

- 128 • Taxes and recording fees on notes and mortgages • Loan expenses
 129 • Recording fees for deed and financing statements • Appraisal fees
 130 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked) • Buyer's Inspections
 131 • Survey (and elevation certification, if required) • Buyer's attorneys' fees
 132 • Lender's title policy and endorsements • All property related insurance
 133 • HOA/Condominium Association application/transfer fees • Owner's Policy Premium (if Paragraph
 134 9 (c) (iii) is checked.)

135 * • Other: _____

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

143 (CHECK ONE):

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

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

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

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

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

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

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

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

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

Buyer's Initials _____

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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 prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance through the National Flood Insurance Program, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Reform Act of 2012 (referred to as Biggert-Waters 2012) may phase in actuarial rating of pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 80% of the year) and an elevation certificate may be required for actuarial rating.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

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- 228 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**
 9* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 40 (if left blank, then 15) days
 230 after Effective Date ("Inspection Period") within which to have such inspections of the Property performed
 231 as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the
 232 Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such
 233 election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the
 234 Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further
 235 obligations under this Contract; however, Buyer shall be responsible for prompt payment for such
 236 inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and
 237 shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall
 238 survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer
 239 accepts the physical condition of the Property and any violation of governmental, building, environmental,
 240 and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance
 241 Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's
 242 lender.
 243 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to
 244 time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up
 245 walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the
 246 Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement
 247 and has met all other contractual obligations.
 248 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of
 249 the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written
 250 documentation or other information in Seller's possession, knowledge, or control relating to improvements to the
 251 Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with
 252 Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's
 253 obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents
 254 necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling
 255 such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
 256 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost,
 257 Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

3 **ESCROW AGENT AND BROKER**

- 259 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and
 260 other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the
 261 State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract.
 262 Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the
 263 Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions
 264 permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this
 265 Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its
 266 disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or
 267 Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents
 268 a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such
 269 action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously
 270 delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as
 271 amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow
 272 disbursement order.
 273 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in
 274 any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's
 275 fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be
 276 liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful
 277 breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this
 278 Contract.
 279 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square
 280 footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals
 281 for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction
 282 contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all
 283 representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER**
 284 **AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES**
 285 **FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT**
 96 **PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.**

Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

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

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

- (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in 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 years; and (f)

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

345 assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none
6 prevent use of Property for RESIDENTIAL PURPOSES. If there exists at Closing any violation of items identified in (b)
7 - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable
348 Title Standards adopted by authority of The Florida Bar and in accordance with law.

349 (ii) TITLE EXAMINATION: Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in
350 writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered
351 to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to
352 examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's
353 notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to
354 have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with
355 proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if
356 Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects
357 within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a)
358 extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use
359 reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with
360 existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days
361 after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and
362 receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If
363 after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this
364 Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all
365 further obligations under this Contract.

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

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

6 D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
377 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits
378 paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same
379 information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may
380 thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any,
381 differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s)
382 fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such
383 information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit,
384 thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and
385 assign all leases to Buyer who shall assume Seller's obligations thereunder.

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

393 F. TIME: Calendar days shall be used in computing time periods. Time is of the essence in this Contract.
394 Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates
395 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a
396 Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is
397 located) of the next business day.

398 G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable
399 to each other for damages so long as performance or non-performance of the obligation is delayed, caused or
400 prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual
401 transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer
402 or Seller, and which, by: exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to
403 prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure
404 prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

405 under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering
6 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
7 further obligations under this Contract.

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

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

413 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or
414 other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no
415 title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

416 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale,
417 certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's
418 possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all
419 work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable the survey, flood
420 elevation certification, and documents required by Buyer's lender.

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

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

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

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

454 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
455 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not
456 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant
457 to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to
458 complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration
459 exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any
460 unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price,
461 Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby
462 releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree
463 damage by casualty or other natural occurrence shall be cost of pruning or removal.
74

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

470 O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT
471 EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be
472 binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the
473 context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the
474 attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given
475 by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including
476 "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be
477 considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as
478 determined by Florida's Electronic Signature Act and other applicable laws.

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

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

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

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

492 T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions
493 upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval
494 letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

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

498 V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): If a seller of U.S. real property is a "foreign
499 person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to
500 withhold 10% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue
501 Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding
502 Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of
503 FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is
504 claimed on the sale of residential property for \$300,000 or less.

505 (i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts proof
506 of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under
507 penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification
508 number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b).
509 Otherwise, Buyer shall withhold 10% of the amount realized by Seller on the transfer and timely remit said funds to the
510 IRS.

511 (ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in
512 this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and
513 timely remit said funds to the IRS.

514 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
515 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received
516 as of Closing, Buyer shall, at Closing, withhold 10% of the amount realized by Seller on the transfer and, at Buyer's
517 option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an
518 escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in
519 accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is
520 rejected or upon terms set forth in the escrow agreement.

521 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction,
522 Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable
523 requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in
524 accordance with the final determination of the IRS, as applicable.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

525 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288
 526 and 8288-A, as filed.

527 **W. RESERVED**

528 **X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller and**
 529 **against any real estate licensee involved in the negotiation of this Contract for any damage or defects**
 530 **pertaining to the physical condition of the Property that may exist at Closing of this Contract and be**
 531 **subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This**
 532 **provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive**
 533 **Closing.**

ADDENDA AND ADDITIONAL TERMS

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

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

537 **20. ADDITIONAL TERMS:**
 538 **SELLER WILL PAY KELLER WILLIAMS 3% OF PURCHASE PRICE AT CLOSING.**
 539 **CONTRACT IS TERMINATED WITH NO PENALTIES FOR EITHER SELLER OR BUYER IF**
 540 **SELLER PASSES CITY COMMISSION VOTE IN FAVOR OF SELLERS TOWER PROJECT**
 541 **AT 3029 ALHAMBRA STREET IN FORT LAUDERDALE FLORIDA.**

COUNTER-OFFER/REJECTION

- 555 Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver
 556 a copy of the acceptance to Seller).
 557 Seller rejects Buyer's offer.

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

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

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

Buyer's Initials _____
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Seller's Initials MSH



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

566
567
568* Buyer: Michael Scott Howard Date: 10-21-13

569
570
571
572
573* Buyer: _____ Date: _____

574
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578* Seller: _____ Date: _____

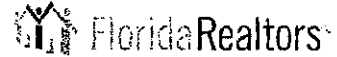
579
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582
583* Seller: _____ Date: _____

584
585 Buyer's address for purposes of notice Seller's address for purposes of notice
586* _____
587* _____
588* _____

589
590 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to
591 compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to
592 disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties
593 and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed
594 funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to
595 Cooperating Brokers.

596
597* KELLER WILLIAMS REALTY
598 **Cooperating Sales Associate, if any** Listing Sales Associate

599
600* RICHARD G. SMITH
601 **Cooperating Broker, if any** Listing Broker



"AS IS" Residential Contract For Sale And Purchase
THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1* PARTIES: VINTRO FORT LAUDERDALE, LLC ("Seller"),
2* and MICHAEL SCOTT HOWARD, AND OR ASSIGNS ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and
5 any riders and addenda ("Contract");

6 1. PROPERTY DESCRIPTION:

- 7* (a) Street address, city, zip: 3029 ALHAMBRA STREET FORT LAUDERDALE FL 33304
8* (b) Property is located in: BROWARD County, Florida. Real Property Tax ID No.: 5042-12-10-0720
9* (c) Real Property: The legal description is LAUDER DEL MAR 7-30 B LOT 16, 17 BLK 6

10 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached
11 wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms
12 of this Contract.

- 15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which
16 are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase:
17 range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and
18 draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access
19 devices, and storm shutters/panels ("Personal Property").
20* Other Personal Property items included in this purchase 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:
23*
24

25 PURCHASE PRICE AND CLOSING

- 26* 2. PURCHASE PRICE (U.S. currency): \$ 2,000,000.00
27* (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 10,000.00
28 The initial deposit made payable and delivered to "Escrow Agent" named below
29* (CHECK ONE): (i) [] accompanies offer or (ii) [X] is to be made within 3 (if left blank,
30 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)
31 SHALL BE DEEMED SELECTED.
32* Escrow Agent Information: Name: KELLER WILLIAMS REALTY
33* Address: 3696 N FEDERAL HWY, 131, FORT LAUDERDALE, FL 33308
34* Phone: 954-630-7020 E-mail: RGSSELLS@AOL.COM Fax: 954-630-7050
35* (b) Additional deposit to be delivered to Escrow Agent within 15 (if left blank, then 10)
36* days after Effective Date \$ 50,000.00
37 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
38* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8
39* (d) Other: \$ 1,750,000.00
40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
41* transfer or other COLLECTED funds \$ 190,000.00

42 NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

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

- 44* (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45* 10/21/13, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the
47 counter-offer is delivered.
48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed
49 and delivered this offer or final counter-offer ("Effective Date").

50 4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and
51 the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on
52* 12/16/13 ("Closing Date"), at the time established by the Closing Agent.

53 5. EXTENSION OF CLOSING DATE:

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

Buyer's Initials MSH Page 1 of 11 Seller's Initials
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57 (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i)
58 disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners' insurance,
59 to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after restoration
60 of utilities and other services essential to Closing and availability of applicable Hazard, Wind, Flood or
61 Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred
62 within _____ (if left blank, then 14) days after Closing Date, then either party may terminate this Contract by
63 delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and
64 Seller from all further obligations under this Contract.

65 **6. OCCUPANCY AND POSSESSION:**

66 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the
67 Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all
68 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and
69 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the
70 Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be
71 deemed to have accepted the Property in its existing condition as of time of taking occupancy.

72 (b) CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING. If Property is
73 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts
74 and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be
75 delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the
76 lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of
77 written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be
78 refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel
79 Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied
80 by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

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

83 **FINANCING**

84 **8. FINANCING:**

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

87 (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a conventional FHA VA
88 or other _____ (describe) loan on the following terms within 30 (if left blank, then 30) days after
89 Effective Date ("Loan Commitment Date") for (CHECK ONE): fixed, adjustable, fixed or adjustable rate loan in
90 the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing
91 rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing").

92 Buyer shall make mortgage loan application for the Financing within 5 (if left blank, then 5) days after Effective
93 Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment")
94 and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage
95 loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such
96 status and progress to Seller and Broker.

97 Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not
98 receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract up to the
99 earlier of:

100 (i) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to
101 waive the financing contingency of this Contract; or

102 (ii) 7 days prior to Closing Date.

103 If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of
104 this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under
105 this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing
106 contingency shall be deemed waived by Buyer.

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

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- 114 * (c) Assumption of existing mortgage (see rider for terms).
 115 * (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

116 **CLOSING COSTS, FEES AND CHARGES**

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

118 **(a) COSTS TO BE PAID BY SELLER:**

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

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

127 **(b) COSTS TO BE PAID BY BUYER:**

- 128 • Taxes and recording fees on notes and mortgages • Loan expenses
 129 • Recording fees for deed and financing statements • Appraisal fees
 130 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked) • Buyer's Inspections
 131 • Survey (and elevation certification, if required) • Buyer's attorneys' fees
 132 • Lender's title policy and endorsements • All property related insurance
 133 • HOA/Condominium Association application/transfer fees • Owner's Policy Premium (if Paragraph
 134 9 (c) (iii) is checked.)

135 * • Other: _____

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

143 **(CHECK ONE):**

- 144 * (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for
 145 closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid
 146 by Buyer to Closing Agent or such other provider(s) as Buyer may select); or
 147 * (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing
 148 services related to Buyer's lender's policy, endorsements, and loan closing; or
 149 * (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's policy of
 150 title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which
 151 is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien
 152 search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if
 153 * applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____ (if left blank,
 154 then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

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

158 * **(e) HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by
 159 * _____ at a cost not to exceed \$ _____. A home

160 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in
 161 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

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

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

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

171 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 prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance through the National Flood Insurance Program, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Reform Act of 2012 (referred to as Biggert-Waters 2012) may phase in actuarial rating of pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 80% of the year) and an elevation certificate may be required for actuarial rating.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

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

- 229 (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 15 (if left blank, then 15) days
230 after Effective Date ("Inspection Period") within which to have such inspections of the Property performed
231 as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the
232 Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such
233 election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the
234 Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further
235 obligations under this Contract; however, Buyer shall be responsible for prompt payment for such
236 inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and
237 shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall
238 survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer
239 accepts the physical condition of the Property and any violation of governmental, building, environmental,
240 and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance
241 Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's
242 lender.
- 243 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to
244 time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up
245 walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the
246 Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement
247 and has met all other contractual obligations.
- 248 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of
249 the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written
250 documentation or other information in Seller's possession, knowledge, or control relating to improvements to the
251 Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with
252 Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's
253 obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents
254 necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling
255 such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- 256 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost,
257 Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

258 **ESCROW AGENT AND BROKER**

259 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and
260 other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the
261 State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract.
262 Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the
263 Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions
264 permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this
265 Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its
266 disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or
267 Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents
268 a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such
269 action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously
270 delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as
271 amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow
272 disbursement order.

273 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in
274 any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's
275 fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be
276 liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful
277 breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this
278 Contract.

279 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square
280 footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals
281 for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction
282 contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all
283 representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER**
284 **AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES**
285 **FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT**
286 **PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.**

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287 Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases
288 Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs
289 and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers,
290 directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by
291 Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii)
292 Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at
293 Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended,
294 including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv)
295 products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by
296 any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective
297 vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will
298 not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,
299 Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

300 **DEFAULT AND DISPUTE RESOLUTION**

301 **15. DEFAULT:**

- 302 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including
303 payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the
304 account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full
305 settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this
306 Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights
307 under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split
308 equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be
309 greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- 310 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable
311 diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to
312 receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach,
313 and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

314 This Paragraph 15 shall survive Closing or termination of this Contract.

315 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and Seller 316 arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as 317 follows:

- 318 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
319 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
320 16(b).
- 321 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
322 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The
323 mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought
324 without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be
325 resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall
326 survive Closing or termination of this Contract.

327 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted by 328 this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in 329 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover 330 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. 331 This Paragraph 17 shall survive Closing or termination of this Contract.

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

333 **18. STANDARDS:**

334 **A. TITLE:**

- 335 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph
336 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and
337 delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing
338 and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the
339 Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the
340 following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and
341 requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise
342 common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted
343 public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear
344 or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f)

Buyer's Initials MSH

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Seller's Initials _____

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of Items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

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

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

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

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

F. TIME: Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer or Seller, and which, by: exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

405 under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering
406 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
407 further obligations under this Contract.

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

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

413 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or
414 other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no
415 title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

416 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale,
417 certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's
418 possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all
419 work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable the survey, flood
420 elevation certification, and documents required by Buyer's lender.

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

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

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

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

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

470 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**
471 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be
472 binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the
473 context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the
474 attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given
475 by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including
476 "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be
477 considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as
478 determined by Florida's Electronic Signature Act and other applicable laws.

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

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

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

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

492 **T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and conditions
493 upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval
494 letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

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

498 **V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** If a seller of U.S. real property is a "foreign
499 person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to
500 withhold 10% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue
501 Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding
502 Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of
503 FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is
504 claimed on the sale of residential property for \$300,000 or less.

505 (i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts proof
506 of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under
507 penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification
508 number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b).
509 Otherwise, Buyer shall withhold 10% of the amount realized by Seller on the transfer and timely remit said funds to the
510 IRS.

511 (ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in
512 this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and
513 timely remit said funds to the IRS.

514 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
515 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received
516 as of Closing, Buyer shall, at Closing, withhold 10% of the amount realized by Seller on the transfer and, at Buyer's
517 option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an
518 escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in
519 accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is
520 rejected or upon terms set forth in the escrow agreement.

521 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction,
522 Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable
523 requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in
524 accordance with the final determination of the IRS, as applicable.

Buyer's Initials MSH
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Seller's Initials _____

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

525 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288
 526 and 8288-A, as filed.

527 **W. RESERVED**

528 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller and*
 529 *against any real estate licensee involved in the negotiation of this Contract for any damage or defects*
 530 *pertaining to the physical condition of the Property that may exist at Closing of this Contract and be*
 531 *subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This*
 532 *provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive*
 533 *Closing.*

ADDENDA AND ADDITIONAL TERMS

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

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

537 **20. ADDITIONAL TERMS:**
 538 **SELLER WILL PAY KELLER WILLIAMS 3% OF PURCHASE PRICE AT CLOSING.**

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COUNTER-OFFER/REJECTION

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- 555 Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver
 556 a copy of the acceptance to Seller).
- 557 Seller rejects Buyer's offer.

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

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

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

Buyer's Initials MSH Page 10 of 11 Seller's Initials _____
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564 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE
565 COMPLETED.

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567 Buyer: Michael Scott Howard Date: 10-16-13
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573* Buyer: _____ Date: _____
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578* Seller: _____ Date: _____
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583* Seller: _____ Date: _____
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585 Buyer's address for purposes of notice Seller's address for purposes of notice
586* _____
587* _____
588* _____
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590 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to
591 compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to
592 disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties
593 and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed
594 funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to
595 Cooperating Brokers.

596
597* KELLER WILLIAMS REALTY
598 Cooperating Sales Associate, if any Listing Sales Associate
599
600* RICHARD G. SMITH
601 Cooperating Broker, if any Listing Broker



REALTOR® Association of Greater Fort Lauderdale
LEAD-BASED PAINT DISCLOSURE FOR BUYER/SELLER

This Addendum to the Deposit Receipt and Contract for Sale and Purchase ("Contract") is incorporated into the Contract between:

BUYER: _____ **MICHAEL SCOTT HOWARD** _____

SELLER: _____ **VINTRO FORT LAUDERDALE, LLC** _____

PROPERTY ADDRESS: 3029 ALHAMBRA STREET FORT LAUDERDALE FL 33304

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

For purposes of this Addendum, lead-based paint will be referred to as "LBP" and lead-based paint hazards will be referred to as "LBPH"

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

Buyer's Acknowledgement:

- (a) Buyer has received copies of all information listed above.
- (b) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* published by the United States Environmental Protection Agency.
- (c) Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of LBP/LBPH unless this box is checked If checked, Buyer may conduct a risk assessment or inspection for the presence for LBP/LBPH in accordance with the inspection, notice, repair and repair limits of the Deposit Receipt and Contract for Sale and Purchase.

Broker's Acknowledgement:

- (a) Broker has informed the Seller of the Seller's obligation under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy and Agreement:
 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate. Buyer/Tenant and Seller/Landlord also agree to the above provisions for risk assessment and inspection and termination if box is checked.

<u>Michael Scott Howard</u>	<u>10-16-13</u>	_____	_____
Buyer MICHAEL SCOTT HOWARD	Date	Seller	Date
_____	Date	_____	Date
Buyer	Date	Seller	Date
_____	Date	_____	Date
Selling Broker RICHARD G. SMITH	Date	Listing Broker	Date



Tap Commercial 297 Kingsbury Grade, Suite 100/Stateline, NV 89449-4470

To All Those Concerned
Borrower: Micheal Scott Howard
Escrow #: TBD
Property: 3029 Alhambra St Ft Lauderdale 33304
Loan Type: Private fund

The above-mentioned buyer(s) has applied for a commercial loan and has been approved through Tap Commercial Lending, LLC and Tapco, LTD. This approval is based on a completed review of all required qualifying condltions including income and credit. This loan approval is based on a sales price of \$2,000,000

Conditions prior to loan documents are:

Resume of managing team reflecting their hospitality experience – Prior to doc

ID of signing partner(s)

Property narative: Prior to doc

- *Why is other party selling?*
- *What caused the increase in value since July?*

Funding conditions also apply, but are technical in nature such as:

Appraisal (supporting saled price (market, cost and income)-Prior to fund

Successfull building inspectioon with a focus on structural soundness -Prior to fund

Please direct any questions to the undersigned.

Thank you

Kim Jau

Asseet Balance Director

Tricor: 3134550B-1

www.tapcommercial.com

EXHIBIT

tabbies

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1954, 55-56

Enrique and getting a
signed contract?
Richard