

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

ALYSSA MORGAN, an individual, and THE
INSIDE NETWORK, LLC, a Florida Limited
Liability Company,

CASE NO.: 2023-026663 CA 01

Plaintiffs

v.

STARBOARD FLORIDA IV, LLC, a Florida
Limited liability company, and JOHN
JANSHESKI, an individual,

Defendants.

_____ /

SECOND AMENDED COMPLAINT

Plaintiffs, ALYSSA MORGAN (“Morgan”), and THE INSIDE NETWORK, LLC (“The Inside Network”) through their undersigned counsel, sue Defendants, STARBOARD FLORIDA IV, LLC (“Starboard”) and JOHN JANSHESKI (“Mr. Jansheski”), and allege as follows:

INTRODUCTION

On its surface, this case involves a real estate sales commission dispute arising from for the sale of a home located at 27 Star Island Drive, Miami Beach, Florida (the “Property”): Starboard, the seller, and The Inside Network, a broker, which procured the buyer who eventually purchased the property for \$57 Million (the “Ultimate Buyer”), through the efforts of its part owner and sales associate Ms. Morgan, before, during and after the time the broker had the exclusive listing to sell the Property.

At the same time, on a more profound level, this case involves more than an ordinary commission dispute between two corporate parties to an arms’-length listing contract. Rather, it involves broken promises made by a former husband, Mr. Jansheski (the managing member of

Starboard)¹ to his former wife, Ms. Morgan, who procured the buyer for the Inside Network and Starboard, who ultimately purchased the Property, the former marital home, to protect and take Ms.Morgan's (and The Inside Network's) interest in the commission on the Property.²

JURISDICTION, PARTIES, AND VENUE

1. This is an action for damages in excess of \$50,000.00, exclusive of interest, costs, and attorneys' fees.

2. Plaintiff, Alyssa Morgan, is a duly licensed real estate sales associate and part owner of The Inside Network, residing in and doing business in Miami-Dade County, Florida, and is otherwise, *sui juris*.

3. Plaintiff, The Inside Network, LLC, is a Florida limited liability company, doing business in Miami-Dade County, Florida as a licensed brokerage firm.

4. Defendant, Starboard was a Florida limited liability company, doing business in Miami-Dade County, Florida, as the holding company and seller of the Property.

5. Defendant, Mr. Jansheski, is and was at material times an individual residing in Miami-Dade County, Florida, the managing member of Starboard, and is *sui juris*.

6. Venue is proper in Miami-Dade County, Florida, pursuant to Section 47.011, 47.041, and 47.051, Florida Statutes. The events giving rise to this action arose and occurred in Miami-Dade County, Florida, the causes of action alleged herein all accrued in Miami-Dade

1

<https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=STARBOARDFLORIDAIV%20L110000343860&aggregateId=fla1-111000034386-f2c1d95f-37b3-482e-95b6-3f9804ab9a1a&searchTerm=Starboard%20Florida&listNameOrder=STARBOARDFLORIDA16%20L200000350260> (accessed September 3, 2024).

² Court records indicate that the marriage of John Jansheski and Alyssa Morgan was dissolved by an Amended Final Decree in Tennessee on or about May 4, 2020.

2

County, Florida, Defendant, Starboard conducts substantial business in Miami-Dade County, Florida, and the Property is located in Miami-Dade County, Florida.

7. All applicable conditions precedent to the filing of this lawsuit have been performed, waived, excused, or satisfied.

8. Plaintiffs retained the undersigned counsel to represent their interests in connection with the above-captioned case and are obligated to pay undersigned counsel reasonable attorneys' fees and costs for services rendered.

GENERAL ALLEGATIONS

A. Starboard Retains The Inside Network as its Exclusive Sales Agent.

9. On February 7, 2022, Ms. Morgan, who was then associated with Sotheby's International Realty ("Sotheby's") (another brokerage firm) presented Starboard with the Ultimate Buyer's initial offer to purchase the property for \$70,000,000 (the "Buyer's Initial Offer"). Starboard, through Mr. Jansheski, declined this initial offer as a "bottom feeder number," and refused to present any counteroffer. However, Ms. Morgan on behalf of The Inside Network, conscientiously informed Starboard and Mr. Jansheski, that, despite their failure to present a counteroffer, the Ultimate Buyer maintained a keen interest in purchasing the Property.

10. On or about August 2022, Ms. Morgan founded The Inside Network with Donnie Pingaro, whose brokerage license qualified The Inside Network as a brokerage.

11. On or about October 3, 2022, The Inside Network, LLC (by and through its qualifying broker, Donnie Pingaro), and Starboard entered into an Exclusive Right of Sale Listing Agreement (the "Exclusive Sales Agreement"), for the sale of certain real property located at 27 East Star Island Drive, Miami Beach, FL 33139 (the "Property"). A true and correct copy of the

Exclusive Sales Agreement is attached hereto as **Exhibit “A.”**

12. On or about December 26, 2022, The Inside Network and Starboard entered into an Amendment to Listing Agreement (the “December Amendment”), which increased the commission amount from 3% to 4.5% to Broker. Pursuant to the December Amendment, The Inside Network was entitled to 2% of the purchase price. A true and correct copy of the December Amendment signed by Mr. Jansheski, individually, is attached hereto as **Exhibit “B.”**

13. On or around January 11, 2023, The Inside Network and Starboard entered into a Modification to Listing Agreement (the “Modified Agreement”) reducing the Property’s Sale Price from \$77,000,000 to \$74,650.00. A true and correct copy of the Modification Agreement is attached hereto as **Exhibit “C.”**

14. At all times material hereto, The Inside Network complied with its duties and obligations pursuant to the terms and conditions of the Exclusive Sales Agreement, including the modifications thereto, and pursuant to said agreement, submitted prospective buyers including Equites Property Holdings, LLC (the “Buyer”) and its beneficial owner.

B. Ms. Morgan and Inside Network are Substantially and Continuously Involved in the Transaction.

15. In February 2023, Starboard terminated The Inside Network’s exclusive listing, but did not pay and never offered to pay, the early termination penalty contained in the Listing Agreement as modified. However, Starboard did agree to allow The Inside Network to continue to market the Property with the incentive of a commission if The Inside Network successfully procured a buyer. See **Exhibit “D.”** The Inside Network continued to present the Property to prospective buyers and their agents, including by arranging elaborate walkthrough tours with

household staff present (the Property is luxury home, as the price and location indicate).

16. Over the next few months, with the agreement and cooperation of Starboard, The Inside Network effectively continued marketing the Property. Specifically, The Inside Network continued carrying out negotiations with the Ultimate Buyer and other prospective buyers, including making arrangements for the showing of the Property.

17. Throughout the month of May 2023, The Inside Network communicated with the Buyer's agent multiple times, providing the Buyer with detailed information regarding the maintenance staff and costs for the staff of the Property. Ultimately, on May 25, 2023, the Buyer's agent requested that The Inside Network coordinate a visit to the property to meet all the staff, The Inside Network made arrangements to visit the Property, and The Inside Network creatively coordinated the walk through of the Property by ensuring Mr. Jansheski and Starboard were aware, leading Mr. Jansheski and Starboard to arrange for the Property's management and staff to be present for the walk-through. True and correct copies of the text messages between Ms. Morgan and Mr. Jansheski are attached hereto as **Composite Exhibit "E."**

18. Despite the active leads pursued by Ms. Morgan on behalf of the Inside Network with the knowledge, cooperation, and encouragement of Starboard (including through texts and phone calls by its principal, Mr. Jansheski), including the Ultimate Buyer and others, on August 1, 2023, Mr. Jansheski informed Ms. Morgan that he had caused Starboard to give an exclusive listing to Dina Goldentayer of broker Douglas Elliman on or about August 1, 2023. There was a showing already scheduled by Ms. Morgan to occur on August 6, 2023, and Mr. Jansheski specifically wrote that The Inside Network were protected for its showing on August 6. See texts between Ms. Morgan and Mr. Jansheski attached as **Composite Exhibit "E."** Furthermore, by telephone during the time period between August 1 and August 7, Mr. Jansheski assured Ms.

Morgan that she would be protected on any offer she procured (she had other active prospects besides the Ultimate Buyer who ended up closing). The Inside Network again relied on Mr. Jansheski and continued to expend efforts to consummate the sale of the Property, encouraged that she would be protected and taking care of with regard to her brokerage's commission.

19. On or on August 7, 2023, as a direct result of Ms. Morgan's and Inside Network's continued sales efforts and negotiations, the Buyer presented a subsequent offer of \$55,000,000 reflecting Ms. Morgan as the Listing Sales Associate and The Inside Network as the Listing Broker (the "Subsequent Offer").

C. Starboard and Mr. Jansheski Intentionally Exclude Ms. Morgan and The Inside Network from the Transaction.

20. The Offer that resulted in the sale was presented by the Ultimate Buyer to The Inside Network by delivery to Ms. Morgan. Offer and text messages related to same are attached hereto as **Composite Exhibit "F."** Yet, rather than acknowledge or reward by, as previously promised, allowing The Inside Network to participate in the commission, Mr. Jansheski caused Starboard to direct the Offer to the new broker Dina Goldentayer, who proceeded to negotiate it with the Ultimate Buyer's broker who presented the offer, Chad Carroll.

21. Unsurprisingly, and shortly thereafter, the Buyer closed on the purchase of the Property, without Ms. Morgan's or Inside Network's knowledge for \$57,000,000. Ultimately, Mr. Jansheski redirected the fruits of Ms. Morgan's diligent sales work, first on behalf of Sotheby's and then on behalf of her own brokerage, The Inside Network, for a total *of over a year and half*, to another realtor. Attached hereto are screenshots of Buyer's agent evidencing Ms. Morgan's and Inside Network's continued sales efforts as "**tactical negotiations**" as Composite **Exhibit "G."**

22. Under the equitable doctrine of procuring cause, Starboard owes The Inside

Network a commission for the ultimate sale of the Property to the Buyer since it is evident that The Inside Network, through the efforts of its associate and part owner, Ms. Morgan, was the procuring cause of this sale.

23. The Inside Network, through its owner and sales associate Ms. Morgan, made a demand for this commission from Starboard and its managing member, Mr. Jansheski on October 17, 2023, and no response was received.

24. To date, The Inside Network has not received the commission earned on the sale of the Property.

COUNT I – BREACH OF CONTRACT
(by The Inside Network against Starboard)

25. This is an action for breach of a real estate listing agreement by Plaintiff, The Inside Network, against Starboard.

26. Plaintiff, The Inside Network, realleges Paragraphs 1 through 24 above as if set forth fully herein.

27. At all times material hereto, The Inside Network, through its sales representative and part owner, Ms. Morgan, complied with its duties and obligations pursuant to the terms and conditions of the Exclusive Sales Agreement, including its modifications, and procured the Ultimate Buyer for the Property.

28. Starboard, after rejecting the Initial Offer, and continuing to encourage The Inside Network to negotiate with the Ultimate Buyer and other prospective Buyers, unilaterally purported to give an Exclusive Listing to another Brokerage, and directing the Subsequent Offer to that Broker without taking any action to protect or compensate The Inside Network for its efforts in

marketing the Property to and procuring an offer from the Ultimate Buyer.

29. Under the circumstances of this transaction, including its timing and including the representations made and reliances taken by The Inside Network, Starboard has breached the Exclusive Sales Agreement, including its modifications, and owes a commission to The Inside Network under the Florida doctrine of procuring cause.

30. The Inside Network is entitled to costs and attorneys' fees incurred due to the breach of the Agreement as modified, by Starboard.

31. As a direct and proximate result of the breach of the Exclusive Sales Agreement, including its modifications, by Starboard, The Inside Network has suffered damages.

WHEREFORE, Plaintiff, THE INSIDE NETWORK, LLC, demands judgment against Defendant, STARBOARD FLORIDA IV, LLC, for damages, prevailing party attorneys' fees, pre-judgment interest, costs, and all other relief the Court deems just and proper.

COUNT II – BREACH OF IMPLIED-IN-FACT CONTRACT

(By The Inside Network against Starboard)

32. Plaintiff, The Inside Network, realleges Paragraphs 1 through 8 and 16 through 24 above as it set forth fully herein.

33. This is an action for breach of an implied-in-fact-contract against Starboard. Count II is pleaded as an alternative to Count I against Starboard.

34. The Inside Network is entitled to a market rate commission based on the sale of the Property pursuant to the procuring cause doctrine.

35. Numerous e-mails and telephone conversations exchanged between Ms. Morgan on behalf of The Inside Network and the representative of Starboard as the Seller, and the agent

for the Ultimate Buyer, establish that The Inside Network was the procuring cause of the Ultimate Buyer eventually closing in September 2023, and entitling The Inside Network to a sales commission on the sale of the Property.

36. The agreement was based on the conduct of the parties, including their course of dealing and course of performance. The conduct of Ms. Morgan, The Inside Network, Starboard, Mr. Jansheski, Buyer's Agent, and the Buyer, in forming their agreements, in marketing and negotiating the ultimate sale was intentional and each knew, or under the circumstances should have known, that the other party understood the conduct as creating a contract.

37. The contract contained all of the essential terms necessary for enforcement of the agreement under the procuring cause doctrine. The consideration for the agreement was the substantial and continuous services performed by Inside Network (through the actions of Ms. Morgan) as set forth above, until The Inside Network was wrongfully excluded from the deal. The implied agreement to pay The Inside Network a commission for the sale of the Property was fully performed by conduct of The Inside Network and breached by the conduct of the Starboard under the procuring cause doctrine.

38. Starboard materially breached the implied agreement by not paying The Inside Network a market rate commission on the sale of the Property, even though the commission was earnestly earned, and is due and owing.

39. The Inside Network had fully performed its obligations under the agreement at the time that Starboard Seller breached the agreement by procuring the Ultimate Buyer, who in fact, closed.

40. As a direct and proximate result of the breach of the agreement by Starboard. The

Inside Network has suffered damages.

WHEREFORE, Plaintiff, THE INSIDE NETWORK, LLC, demands judgment against Defendant, STARBOARD FLORIDA IV, LLC, for damages, pre-judgment interest, costs, and all other relief the Court deems just and proper.

COUNT III – PROMISSORY ESTOPPEL
(by The Inside Network Against Starboard)

41. Plaintiff, The Inside Network, realleges Paragraphs 1 through 8 and 16 through 25 above as if set forth fully herein.

42. This is an action for promissory estoppel by The Inside Network against Starboard. Count III is pleaded, in the alternative to Count I and II as to Starboard.

43. Starboard promised to compensate The Inside Network the sale of the Property if it procured a buyer who eventually purchased the Property.

44. Starboard reasonably should have expected this promise to induce reliance in The Inside Network in the form of action, including but not limited to the preparation of marketing materials, the arrangement of showings, or forbearance, including but not limited to forbearing from investing time and resources on other opportunities, on the part of The Inside Network.

45. The Inside Network reasonably relied on Starboard's promise, which induced The Inside Network to spend money and time on marketing and otherwise to perform substantial services regarding the Property.

46. The Inside Network did procure the Ultimate Buyer, who closed on the Property.

47. The Inside Network suffered damage as a result of relying to its detriment on the promises of Starboard.

48. Injustice can be avoided only by enforcement of Starboard's promise.

WHEREFORE, Plaintiff, THE INSIDE NETWORK, LLC, demands judgment against Defendant, STARBOARD FLORIDA IV, LLC, for damages, pre-judgment interest, costs, and all other relief the Court deems just and proper.

**COUNT IV – BREACH OF CONTRACT-IMPLIED-IN-LAW/
UNJUST ENRICHMENT
(by The Inside Network against Starboard)**

49. Plaintiff, The Inside Network, realleges Paragraphs 1 through 8 and 16 through 25 above as if set forth fully herein.

50. This is an action by The Inside Network for unjust enrichment against Starboard. Count IV is pleaded in the alternative to Counts I, II and III as to Starboard.

51. The Inside Network conferred a benefit on Starboard in the form of performing substantial and continuous services regarding the sale of the Property, including preparing marketing materials, arranging showings, and otherwise expending time and money to do so, until they were wrongfully excluded from the sale of the Property. Starboard knew it had to pay a commission to The Inside Network because they were the procuring cause of the sale.

52. Starboard had knowledge of, voluntarily accepted, and retained the benefit conferred by The Inside Network.

53. The circumstances render Starboard's retention of the benefit comprised of the sale to the Ultimate Buyer whom The Inside Network procured inequitable unless Starboard pays The Inside Network its market rate commission.

54. Starboard has been unjustly enriched at The Inside Network's expense.

WHEREFORE, Plaintiff, THE INSIDE NETWORK, LLC, demands judgment against

Defendant STARBOARD FLORIDA IV, LLC, for damages, jointly and severally, pre-judgment interest, costs, and all other relief the Court deems just and proper.

COUNT V – BREACH OF ORAL CONTRACT

(by Ms. Morgan and The Inside Network against Mr. Jansheski and Starboard)

55. This is an action for breach of an oral contract by Plaintiffs, Ms. Morgan and The Inside Network against Defendants Mr. Jansheski and Starboard.

56. This count is pleaded in the alternative to Counts I, II, III and IV against Mr. Jansheski and The Inside Network.

57. Plaintiff, Ms. Morgan and Defendant, Mr. Jansheski, were married.

58. Mr. Jansheski's and Ms. Morgan's marriage was dissolved by an Amended Final Decree issued by a Tennessee Court on or about May 4, 2020.

59. Prior to the Dissolution of their marriage, the Property was a marital home; both spouses lived there together, and both invested significant time and resources in improving it with the goal of one day selling it very profitably to their mutual benefit.

60. After the divorce, Mr. Jansheski repeatedly orally promised to Ms. Morgan that he wanted to see her succeed economically after the divorce and, to that end, he promised that he would continue to involve her (and her brokerage company) in profitable sale and lease transactions. Indeed, the oral promise to involve Ms. Morgan in lucrative transactions was confirmed by subsequent course of dealings in at least five such transactions, leases and sales, that were completed with Mr. Jansheski and/or one of his holding companies (many, incidentally named Starboard Florida [Roman numeral], LLC) as seller or landlord, and Ms. Morgan as sales representative or lease representative, through brokerage companies, including but not limited to

The Inside Network. The consideration for the oral contract was Ms. Morgan and The Inside Network's marketing, procuring of and negotiation with prospective buyers and tenants that resulted in sales and leases for Mr. Jansheski and his holding companies.

61. Mr. Jansheski also repeatedly orally promised to Ms. Morgan that he would involve Ms. Morgan and the brokerage with whom she was then associated, Sothebys, and later, The Inside Network (which she formed with licensed broker Donnie Pingaro in August 2022) in the sale of the Property, that the sale would be newsworthy and very profitable for both of them, and that he would take care of and protect her interest, through a broker, in a brokerage commission for that sale.

62. This promise was furthered by actions of Mr. Jansheski and Starboard and by course of dealings. He twice gave her the listing to sell, first when she was with Sotheby's and later when she was with her own brokerage, The Inside Network.

63. During the first listing period, Ms. Morgan procured the Ultimate Buyer.

64. After Ms. Morgan formed The Inside Network, Mr. Jansheski at first honored his promise to Ms. Morgan to take care of or protect Ms. Morgan and her brokerage The Inside Network, in the sale of the Property by causing Starboard to contract with Ms. Morgan's new brokerage, The Inside Network, to have the Exclusive Listing beginning on October 3, 2022 through March 16, 2023, with a protection period that was to expire ninety (90) days later.

65. After that listing period was unilaterally terminated sixteen days early by Starboard on February 28, 2023 (without any tender or offer to pay The Inside Network the early termination penalty), Mr. Jansheski and Starboard continued to encourage Ms. Morgan and The Inside Network to negotiate with and show the Property to the Ultimate Buyer.

66. Even after Starboard purported to give the Exclusive Listing for the Property to Douglas Elliman on or about August 1, 2023, Mr. Jansheski made written and telephonic assurances to Ms. Morgan that she would be protected for any buyer she procured or showing she had already arranged (such as a planned showing on August 6, 2023). *See Composite Exhibit “E”*

67. In reliance on these promises, Ms. Morgan continued to cause The Inside Network to procure the Ultimate Buyer, to no avail.

68. Under the circumstances of this transaction, including its timing and including the representations made and reliances taken by Ms. Morgan and The Inside Network, Mr. Jansheski and Starboard (through Mr. Jansheski, its managing member) have breached their oral contract with Ms. Morgan to compensate her fairly for their labors in procuring a buyer who closed on the purchase and sale of the Property.

69. As a direct and proximate result of the breach of the oral contract of Mr. Jansheski and Starboard to Ms. Morgan and The Inside Network, Ms. Morgan and The Inside Network have suffered damages.

WHEREFORE, Plaintiffs, ALYSSA MORGAN and THE INSIDE NETWORK, LLC, demand judgment against Defendants, STARBOARD FLORIDA IV, LLC, and JOHN JANSHESKI for damages, pre-judgment interest, costs, and all other relief the Court deems just and proper.

Dated: September 3rd, 2024.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via the E-Filing Portal on all counsel of record on this 3rd day of September 2024.

Respectfully submitted,

ALMAZAN LAW

7901 Ludlam Road, Suite 100

Miami, Florida 33143

Telephone: (305) 665-6681

Facsimile: (305) 665-6684

Service: service@almazanlaw.com

/s/ R. Edson Briggs, Jr.

ALEXANDER P. ALMAZAN, ESQ.

Florida Bar No.: 159166

aalmazan@almazanlaw.com

JOHANNA CASTELLON-VEGA, ESQ.

Florida Bar No.: 58345

jvega@almazanlaw.com

R. EDSON BRIGGS, JR., ESQ.

Florida Bar No.: 0004448

ebriggs@almazanlaw.com

[EXHIBIT A]

Exclusive Right of Sale Listing Agreement

This **EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT** (the "**Agreement**") is entered into this October 3, 2022, by and between Starboard Florida IV, LLC. ("**Owner**") and Alyssa Jansheski ("**Associate**") and Donnie Pingaro ("**Broker of Record**"), of Inside Network hereinafter jointly and severally referred to as the "**Broker**", and shall expire at 4:00pm, Eastern Daylight Time on March 16, 2022 ("**Expiration Date**").

1. **EXCLUSIVE RIGHT OF SALE.** Broker agrees to use Broker's professional efforts as Single Agent for Owner:

A. To find a buyer for the following property, situated in Miami-Dade County, Florida, described as follows:

Street Address: 27 Star Island Drive, Miami Beach FL 33139

Folio Number: 02 4204 001 0230

Legal Description: 4 54 42 STAR ISLAND CORR PL PB 31-60 LOT 27 LOT SIZE 100.000 X 400 OR 18536-3414 03 1999 2

Personal Property Included: Installed appliances

Personal Property Excluded: Artwork and all other personal property not specifically listed as Included.

(The real property and personal property described above together constitute the "Property"); and

B. Owner hereby agrees to the terms of this Agreement and gives Broker the exclusive right and authority to find a buyer for the Property at the minimum price or at any other price and terms the Owner accepts in Owner's sole and absolute discretion which shall be evidenced upon the execution of a Sale and Purchase Contract:

List Price: 77,000,000.00. Owner retains the right to change the listing price in its sole discretion at any time by notifying Broker of Record in writing.

Financing Terms: X Cash Conventional Financing VA FHA Seller Financing Existing Mortgage Assumption: N/A

Notwithstanding the foregoing, Owner has no obligation to enter into a sale and purchase agreement under any circumstances.

2. **BROKER'S OBLIGATIONS AND AUTHORITY.** In consideration of this Agreement, Broker agrees:

A. Broker agrees to undertake the effort necessary to sell the Property in accordance with this Agreement until a sales transaction is Closed on the Property. "Closed" shall mean Owner is in receipt of all proceeds in immediately available US funds.

B. **Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Owner because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public (see Paragraph 2(C)) or as necessary to comply with local MLS rule(s). Owner shall approve, in its sole discretion, the MLS posting prior to Broker being authorized to enter the Property into the MLS. Broker is **NOT** authorized to report to the MLS this listing information with price, terms and financing information on any resulting sale for use by authorized Board/ Association members and MLS participants and subscribers unless Owner directs Broker otherwise in writing.

C. **Broker Authority:** Owner authorizes Broker to:

i. Market the Property to the Public (unless limited in Paragraph 2(C)(ii)(a) below):

- a. Public marketing includes, but is not limited to, digital marketing on public facing websites, brokerage website displays (i.e. IDX or VOW), email blasts, multi-brokerage listing sharing networks and applications available to the general public, but may **NOT** include flyers or yard signs;
- b. Public marketing **MUST** also include marketing the Property to real estate agents outside Broker's office;
- c. Place appropriate transaction signs on the Property, except if Paragraph 2(C)(ii)(a) is checked below;
- d. Use Owner's name in connection with marketing or advertising the Property; and
- e. Display the Property on the internet except the street address.

ii. Not Publicly Market to the Public / Owner Opt-Out:

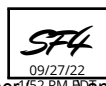
- a. (check if desired) Owner does not authorize Broker to display the Property on the MLS
- b. (check if desired) Owner does not authorize Broker to display a For Sale sign upon the Property.
- c. (check if desired) Owner does not authorize Broker to display the street address on the internet.
- d. Owner understands and acknowledges that if Owner checks option 2(C)(ii)(a), Broker will be limited to marketing the Property only to agents within Broker's office. _____ initials of Owner.

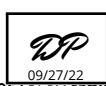
D. **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Website may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.

Owner does **NOT** authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.

Owner does **NOT** authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

Notwithstanding the foregoing, Owner acknowledges and understands that Broker cannot control, change or monitor the display of the Property or Property information on sites which extract information from the MLS and redistribute online through other platforms. Broker can only make modifications and remove Property information from sources under the direct control of Broker and not any unrelated third parties. Broker covenants and agrees to review other platforms and immediately notify Owner of any unauthorized marketing or comments about the Property. Broker shall take prompt action to demand a termination of all unauthorized activity.


09/27/22
dotloop verified


09/27/22
dotloop verified


09/27/22
dotloop verified

EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT

- E. To furnish information requested by other Brokers to assist a cooperating Broker in finalizing the Sale and Purchase Contract and closing the transaction of the Property;
- F. To Withhold X Not Withhold verbal and written offers received by Broker when a Sale and Purchase Contract, executed by Owner, is pending closing;
- G. Intentionally deleted;
- H. Provide objective comparative market analysis information to potential buyers;
- I. Broker acknowledges that Owner has NO obligation to accept any offer, including for listing price; and
- J. The following provisions and procedures will apply to showings:
 - i. Brokers shall **NOT** use the Electronic Access and Reporting System (EARS) to show and access the Property.
 - ii. The Property may only be shown while Alyssa Jansheski is present.
 - iii. Showings shall not exceed 6 persons at any time.
 - iv. Showings and access are limited by the terms of the Lease, including a minimum 24 hour notice from Owner to the tenant.
 - v. Showing to agents and brokers (including previews and showcases) are subject to Owner approval in its sole and absolute discretion.
 - vi. Broker shall ensure that all showings are to financially qualified prospective buyers by obtaining a letter of qualification from the prospect's bank or Certified Public Accountant.
 - vii. Broker shall obtain a Showing/Confidentiality agreement executed by the prospect(s) and photo IDs prior to scheduling the showing.
 - viii. A request for showing must be delivered to owner via email to showings@27starisland.com with all requirements set forth in section J(vi) and section J(vii) included.
 - ix. All showings are subject to Owner approval in its sole and absolute discretion.
 - x. Access to the Property is at the Broker's, buyer's and all parties' sole risk. Broker shall inquire if any person has symptoms of COVID and may require a negative test result. Masks may be required.

3. **OWNER'S OBLIGATIONS.** In consideration of this Agreement, the Owner agrees:

- A. To cooperate with Broker in carrying out the purpose of this contract, including referring to Broker all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer;
- B. To promptly review the Broker's requests to show the Property and provide authorization to access or a rejection of the request within a reasonable time;
- C. To comply with all applicable federal, state, local, and association laws, regulations, and rules applicable to real estate transactions including FIRPTA (Foreign Investment Real Property Tax Act);
- D. To make all legally required disclosures, including all facts actually known to Owner without the obligation of investigation that materially affect the Property's value and are not readily observable or known by buyer. Owner will promptly inform Broker of any material facts that materially affect the Property and become actually known by Owner that arise after signing this Agreement;
- E. Owner certifies and represents that (i) no one has any right to purchase the Property, or any portion thereof by virtue of any agreement, option or right of first refusal, except as expressly disclosed in paragraph 13, and (ii) there are no prior listings or sale agreements affecting the Property that have not been lawfully terminated; and
- F. Consult appropriate professionals for related legal, tax, property condition, permitting, square footage, property condition or size, environmental, foreign reporting requirements, and other specialized advice. Owner acknowledges that Broker and its salespersons are not qualified or authorized to give such advice and, if given, Owner will not rely in any way on such advice.

4. **BROKER COMPENSATION.**


- A. Owner agrees to pay Broker a brokerage fee (the "Compensation") of 3% of the total selling price upon closing of a sales contract for the Property. Broker shall be responsible for the payment to any co-broker or cooperating agent and shall indemnify Owner from all costs, demands, fees and claims. Commission is earned, due and payable upon consummation of closing and upon Owner's receipt of the sales price in immediately available U.S. Funds.
- B. Brokerage commission earned on any lease will be determined by a separate written lease brokerage agreement if desired by the parties.
- C. **IF BUYER DEFAULTS.** If a buyer is found and the parties have entered into a Sales and Purchase Agreement (in Owner's sole discretion), but such buyer is (i) determined by a court of competent jurisdiction to be in default under the Sale and Purchase Agreement and Owner has received payment of the deposit which is not subject to appeal or demand by buyer or (ii) has defaulted under the terms of the Sale and Purchase Agreement and has not objected to the release of the deposit to Owner and Owner has actually received the payment of the deposit which is not subject to appeal or demand by buyer, then Owner shall thirty days after the date of (i) or (ii) above, and provided there is no demand or appeal filed by buyer or any other party pay Broker an amount equal to ten percent (10%) of the actual amount received by Owner. Such amount:
 - i. shall not exceed the amount of Compensation as provided above;
 - ii. shall not be subject to refund, demand, or claim by buyer;
 - iii. shall be deemed as full consideration for Broker's services with respect to that buyer, including costs; and
 - iv. such partial compensation shall be credited against any future compensation due under this Listing Agreement or any extensions thereof.
 - v. Broker shall be responsible for payment to any cooperating agent/broker and shall indemnify and hold Owner harmless of any costs, fees, demands or claims, including attorney's fees. This provision shall survive the termination of any Sales and Purchase Agreement or this Agreement.

EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT

- vi. In the event there is a dispute, demand, appeal or other claim against the deposit or any amount payable, Owner shall have no obligation to pay any amount to Broker, including but not limited to the amount set forth above, until a non-appealable order has been entered. This provision shall survive the termination of any Sales and Purchase Agreement or this Agreement and is a material inducement for the Owner to enter into this Listing Agreement.
- D. **PROTECTION PERIOD.** If Owner sells the property within 90 days after the expiration of this Agreement, to a financially qualified prospective buyer who toured the property with Broker during the term of this Listing Agreement and who was identified in writing to Owner and who Owner granted approval to show the property to said prospective buyer, Owner agrees to pay Broker the Compensation set forth in Paragraph 4.A. above. Broker must provide the Owner with a list of protected prospects who were previously approved by Owner, and entitlement to compensation under this subparagraph will be limited to the names on that list, provided that the list is sent to Owner within 48 hours of the Expiration Date. However, if the Property is relisted with another broker after the expiration of this Agreement, this Paragraph 4.D. shall not apply so long as Owner enters into an exclusive listing agreement with another broker effective after the Expiration Date. The provisions of this Paragraph 4D shall survive the expiration of the Agreement.
- 5. **TERMINATION.** The Owner may terminate the agreement by providing written notice to Broker of Record thereby setting a revised Expiration Date. Owner shall pay to Broker a cancellation fee equal to all direct, 3rd party expenses incurred in marketing the Property and any applicable sales tax, the total amount not exceeding \$10,000.00 if the revised Expiration Date is before December 16, 2022.
- 6. **ESCROW AUTHORITY AND TITLE WARRANTY.** Owner specifies Denise Ben-David, Esq of Waserstein and Nunez, PLLC to serve as Escrow Agent. Owner hereby warrants that Owner is the legal Owner of the fee simple title to the Property and has the authority and the capacity to convey such title to buyer.
- 7. **COOPERATION WITH OTHER BROKERS.** ONE Sotheby's International Realty's policy is to cooperate and compensate any real estate broker who has an active license in the State of Florida who sells the Property in the capacity of buyer's agent, a non-representative broker, or as a transaction broker. Broker shall provide a signed agreement with the cooperating broker that specifies the commission split. The total Compensation paid by Owner shall not exceed the amount set forth in Paragraph 4.A of this Agreement.
- 8. **OFAC.** Broker shall confirm that neither buyer or, any affiliate of buyer, nor any person or entity that, directly or indirectly, controls, is controlled by, or under common control with, buyer or such affiliate, is a country, territory, organization, person or entity that is (i) named on the U.S. Department of Treasury's Office of Foreign Assets Control's ("**OFAC**") list of prohibited countries, individuals, organization and entities annexed to, or otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001), (ii) named as a "special designated national" or "blocked person" on the most current list published by OFAC at its official website, or (iii) otherwise the target of any economic sanctions program currently administered by OFAC. <https://sanctionssearch.ofac.treas.gov/>.
- 9. **DISPUTE RESOLUTION.** This Agreement shall be construed under Florida Law. All controversies claims and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first attempting for the parties to directly resolve said matter. In the parties are unable to reach amicable agreement within ten (10) calendar days from the date of demand or dispute (as notified in writing), then the parties shall proceed to mediation under the rules of the American Mediation Association or other mediator agreed upon by the parties, which mediator must have at least five (5) years experience with complex residential real estate sales in the City of Miami Beach, Florida. The parties shall keep all mediation and settlement confidential. The parties shall each bear their own fees and costs of mediation and the parties shall share equally in the cost of the mediator and mediation fees. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs including appellate fees, paralegal fees and expert fees. Venue and jurisdiction will be exclusively in Miami-Dade County, Florida. In any claim by Owner against Broker, Owner's damages will not exceed the amount of the Compensation that Broker was paid, or would have been paid, in connection with the sale. In any claim by Broker against Owner, Broker's damages will not exceed the amount of the Compensation that Broker would have been paid, in connection with a sale pursuant to the terms of this Agreement. **BROKER AND OWNER HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN AND LITIGATION.**
- 10. **MISCELLANEOUS.** This Agreement is binding on Broker's and Owner's heirs, personal representatives, administrators, successors, and assigns. Owner (which includes all Owners executing this Agreement) shall be jointly and severally obligated under the provisions of this Agreement. The term "buyer" includes buyers, tenants, exchangers, optionees and other categories of potential or actual transferees, and members of their immediate families or any entity or trust in which they may have an interest. Time is of the essence for all provisions of this Agreement. Signatures, initials, and modifications communicated by facsimile will be considered as originals. Electronic signatures are acceptable and will be binding. Broker may **NOT** assign this Agreement to another listing office. This Agreement is the entire agreement between Owner and Broker. No prior or present agreements or representations will be binding on Owner or Broker unless included in this Agreement. This Agreement may only be modified in writing signed by Owner and Broker. If any provision herein is or becomes invalid or unenforceable, all remaining provisions will remain fully effective and valid.
- 11. **PLEASE DO NOT ASK OR EXPECT BROKER TO DISCRIMINATE, OR TO RESTRICT THE SALE OR SHOWING OF YOUR PROPERTY ON THE BASIS OF RACE, COLOR, AGE, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN. ONE SOTHEY'S INTERNATIONAL REALTY'S POLICY AS WELL AS FEDERAL LAW PROHIBITS BROKER FROM ANY SUCH DISCRIMINATION OR RESTRICTIONS. THIS PROPERTY SHALL BE LISTED AND MARKETED IN COMPLIANCE WITH SUCH POLICY AND LAW AS IN EFFECT DURING THE TERM OF THIS AGREEMENT.**


09/27/22
1:52 PM EDT
dotloop verified


09/27/22
4:51 PM EDT
dotloop verified


09/27/22
2:03 PM EDT
dotloop verified

EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT

- 12. **NOTE.** Owner understands that this Agreement does not guarantee the sale of the Property, but that it does provide that the Broker will make earnest effort, including extraordinary and commercially reasonable efforts to market and sell the Property as provided in this Agreement until the Expiration Date. Broker advises Owner to consult an appropriate professional for related legal, tax, property condition, environmental, foreign reporting requirements, and other specialized advice.
- 13. **ADDITIONAL CLAUSES:**
 If Russ Weiner or a related entity purchases the property during the term of this Agreement, the commission earned and paid in Section 4A will be reduced to 1%.
 If a rental tenant/guest or their related entity purchases the property during the term of this Agreement, the commission earned and paid in Section 4A will be reduced to 1%.

- 14. **THIRD PARTY VENDORS.** Broker may provide Owner with names and service providers (including but not limited to, title agents, contractors, movers, accountants, attorneys) that other customers have used or whom Broker may know. If Broker provides any such names or service providers such act shall not be construed to be a recommendation or endorsement of, nor is Broker warranting the work of, any such provider(s). The final choice to use any service provider or vendor rests solely with Owner and Owner is not obligated in any way to use such providers or vendors.
- 15. **EXTENSION OF AGREEMENT.** If Owner enters in a Sale and Purchase Contract, this Agreement shall automatically extend through the date of closing of the Sale and Purchase Contract. If Owner leases the Property, Broker shall continue marketing the Property while occupied subject to the lease and its provisions for showings.
- 16. **ADDENDA.** Attached hereto and made part hereof are the following addenda:
 - i. Owner's Property Disclosure; and
 - ii. Form of Showing/Confidentiality Agreement.
- 17. **CONFIDENTIALITY.** The Broker shall keep all information about any prospective transaction confidential and shall protect, as reasonable, all personal information and non-public information about the Property, it's officers, owners, tenants and occupants.
- 18. **PHOTOS.** Owner will provide, upon request, access to photos of the property. In the event a broker or prospective buyer takes photos, those photos shall not be published or posted on any site with access to the public.
- 19. **NATURE OF AGREEMENT.** This agreement is a personal service contract and conditioned upon the obligation that Alyssa Jansheski is the contact and agent of the Broker.
- 20. **NOTICES.** Notices to Broker shall be sent to Broker of Record's address in the signature block. Notices to Owner shall be sent to Owner's address in the signature block. All Notices are effective on delivery (receipt required).

SIGNATURES FOLLOW ON NEXT PAGE



09/27/22
dotloop verified



09/27/22
dotloop verified



09/27/22
dotloop verified

EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT

This is a legally binding contract. Neither Broker nor its representatives make any representations as to the legal effect or tax consequences of this Agreement or the transactions contemplated herein. If you do not understand this contract, consult an attorney before you sign it.

By signing below, Owner, Agent, and Broker each understands and agree(s) to all of the terms and conditions of this Agreement.

Owner Signature: *Starboard Florida IV, LLC, by Kevin McCready, Manager* dotloop verified 09/27/22 1:52 PM EDT 8EQZ-EJCR-XOWD-1RUT Date: _____

Print Name of Owner: Starboard Florida IV, LLC. by Kevin McCready Manager Tax ID#: 45-2119993 Phone: 865-310-1708

Address: 118 N. Peters Rd. #132, Knoxville TN 37923

Broker's Signature: *Donnie Pingaro* dotloop verified 09/27/22 4:51 PM EDT EADU-NR5P-EZMT-6RLX Date: _____

Print Name of Broker for Inside Network: _____ Phone: _____

Address: 10837 Garden Ridge Court, Davie Florida 33328 Email: _____

Associate Signature: *Alyssa Morgan Jansheski* dotloop verified 09/27/22 2:03 PM EDT VGBG-KEVF-05M1-WVSQ Date: _____

Print Name of Agent for Inside Network: _____ Phone: _____

Address: 10837 Garden Ridge Court, Davie Florida 33328 Email: _____

Copy Returned to Owner on _____ by: Personal Delivery Mail Email

[EXHIBIT B]

AMENDMENT OT LISTING AGREEMENT

The Inside Network (“BROKER”) and
Starboard Advisors IV LLC (“SELLER”)
for the Property located at 27 East Star Island Drive, Miami Beach, FL
33139
agree to amend the Exclusive Right of Sale Listing Agreement as
follows:

Compensation to Broker:
4.5% of the purchase price

Other: Broker shall be responsible for the payment to any co-broker or
cooperating agent (at 2.5% of the purchase price) and shall indemnify
the Owner from all costs, demands, fees, and claims.

This amendment to Listing Agreement amends the above referenced
Agreement between Seller and Broker. All other non-conflicting
provisions of that Agreement remain in full force and effect.

<i>John Jansheski</i>	dotloop verified 12/26/22 12:12 PM EST C8PQ-WZDE-CHJL-P5JM
-----------------------	--

SELLER Signature: _____ Date: _____

<i>Alyssa Jansheski</i>	dotloop verified 01/05/23 9:42 PM EST G8XY-M25Y-VQIF-VIQC
-------------------------	---

Listing Licensee Signature: _____ Date: _____
Printed Name Listing Licensee: Alyssa Jansheski

<i>Donnie Pingaro</i>	dotloop verified 01/03/23 3:42 PM EST GTPS-2BPF-VYDJ-EDBR
-----------------------	---

Listing Broker Signature: _____ Date: _____
Printed Name Listing Broker: Don Gerald Pingaro II

[EXHIBIT C]

From: INSIDE Network <alyssa@insidenetworkco.com>
Sent: Saturday, April 22, 2023 10:34 AM EDT
To: Kevin Mccready <kevin@vicemarine.com>
CC: John Jansheski <Jj@vicemarine.com>
Subject: Re: 27 Star Island | DRAFT COUNTER OFFER - CONFIDENTIAL
Attachment(s): "27 star commission agreement.pdr"

Good Morning Team!
This looks good to me!

I have attached the commission agreement. We last had on the MLS 2.5% to buyer's agent and 2% to listing agent.
Let me know if you have any questions!
Thank you,

On Fri, Apr 21, 2023 at 8:02 PM Kevin Mccready <Kevin@vicemarine.com> wrote:

John and Alyssa,

Attached for your personal review is a CONFIDENTIAL DRAFT that hopefully just needs the final price and signature.
Please review carefully on Saturday so we can make any final edits, add the price and execute.

Thank you,

Kevin Mccready
Starboard Advisors, LLC.
[118 N. Peters Rd. #132](#)
[Knoxville TN 37923](#)
kevin@vicemarine.com
865-591-7488

Begin forwarded message:

From: John Jansheski <jj@vicemarine.com>
Subject: Fwd: 27 Star Island | Offer
Date: April 21, 2023 at 8:49:08 AM EDT
To: Kevin Mccready <kevin@vicemarine.com>
John Jansheski
jj@vicemarine.com
865-310-1708

Begin forwarded message:

From: INSIDE Network <alyssa@insidenetworkco.com>
Date: April 20, 2023 at 6:05:02 PM EDT
To: John Jansheski <jj@vicemarine.com>
Subject: 27 Star Island | Offer

Hi JJ!

We received an offer on 27 Star Island. I have outlined the terms for an easy overview. I believe you are still in Europe so let's review together in the morning over a call. This is just a starting point and they understand there will be a counter.

Buyer: and/or Assigns

Price: SH)

- + 1st Deposit 3 days \$1,000,0000
- + 2nd Deposit in 16 days total of 10% of balance
- + Balance due at closing
- + Closing within 45 days
- + 15 day inspection period

Modification to Listing Agreement

Starboard Advisors IV LLC ("Owner") or ("Seller")
and The Inside Network ("Broker")
agree to amend Florida Association of Realtors® (**Check one**) Exclusive Right of Sale Listing Agreement, Exclusive
Brokerage Listing Agreement, or Exclusive Right to Lease Agreement, regarding the Property described as:
27 East Star Island Drive Miami Beach, FL 33139

(Check as applicable)

- The Termination Date will be _____ .
- The price and terms will be \$74,650,000 and all other terms will remain the same
- Compensation to Broker will be:
 - (a) _____ % of total purchase price plus \$ _____ OR \$ _____ .
 - (b) _____ % of gross lease value or \$ _____ .
- Compensation is owed to Broker if Property is transferred within _____ days after Termination Date.
- Fee to Broker if deposit is retained by Owner/Seller will be _____ % of deposit.
- Leasing fee to Broker will be \$ _____ .
- Cancellation fee to Broker will be \$ _____ .
- Broker hereby agrees to conditionally terminate the Agreement. Owner/Seller will reimburse Broker for all direct expenses incurred in marketing the Property and pay the agreed upon cancellation fee. Owner/Seller will be liable for the full compensation in the Agreement if Seller transfers or contracts to transfer or if Owner contracts to lease the Property or any interest in the Property during the time period from the date of conditional termination to Termination Date and Protection Period, if any.
- Broker and Owner/Seller hereby agree to unconditionally terminate the Agreement. Owner/Seller agrees to reimburse Broker for all direct expenses incurred in marketing the Property. Broker and Owner/Seller mutually release each other from all obligations under the Agreement and release each other from any and all claims and actions arising from or related to the Agreement.
- Other: _____

This Modification to Listing Agreement amends the above-referenced Agreement between Owner/Seller and Broker. All other non-conflicting provisions of that Agreement remain in full force and effect.

Owner/Seller: *Starboard Florida IV, LLC by Kevin McCready*
Manager dotloop verified
01/10/23 3:30 PM EST
LOHN-ZSL4-QD61-R16H _____ Date: _____
Kevin McCready

Owner/Seller: _____ Date: _____

Broker or Authorized Sales Associate: *Alyssa Gansheski* dotloop verified
01/11/23 5:31 PM EST
PKG6-4LJ2-LCFN-ROJ2 _____ Date: _____
Alyssa Morgan

Copy returned to Owner/Seller on _____ by email facsimile mail personal delivery.

[EXHIBIT D]

Commission Agreement

Starboard Advisors IV LLC ("Seller")
agrees that The Inside Network ("Broker")
may show and will use diligent effort to sell Seller's Property located at:
27 East Star Island Drive, Miami Beach, FL 33139 ("Property")
to Buyer [REDACTED] or Assigns as represented by Ryan Mendall with Maxwell E Realty Inc ("Prospect").

In the event the Property is sold to Prospect listed above within 120 days, Seller agrees to pay Broker:

3.0% Three Percent of the gross purchase price of the Property.

Seller will pay Broker's fee in the event of sale, at time of closing the sale; under no other circumstances will a commission be earned or paid.

The commission percentage listed here is only valid for the April 22, 2023 counter-offer price of [REDACTED].

The Broker's fee may be split as agreed to between the brokers: The Inside Network and Ryan Mendall of Maxwell E Realty Inc.

This agreement is not valid unless signed by Seller, Broker, and Ryan Mendall with Maxwell E Realty Inc.

Additional Terms:

Starboard Florida IV, LLC by Kevin McCready, manager of x Apr 22, 2023
Seller Date
Starboard Florida IV, LLC by Kevin McCready, Manager, and not individually not individually

Authorized Broker or Associate Date
Alyssa Morgan, The Inside Network

Ryan Mendall with Maxwell E Realty Inc. Date

COMPOSITE

[EXHIBIT E]

12:01



< 69



J Process "I am In Control. I Will Sell Star And..."

Thu, May 25 at 9:04 AM

Good Morning ✨

Chad's buyer (cash \$75/80m offer) just got into Miami. He wants to see Star. Can we show tomorrow around noon or Monday around 10am?

He's flying out tmrw afternoon so needs to be tomorrow at noon. Will be a chill quick walk through of the house. 🙏 let me know if that works! Yay!

Ok w me

Amazing! Thank you 😊

This is the guy that would love to plug into your program.. lol so if Rita, Jose, Egnio and anyone else that's working can be around would be fab 😊

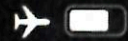
Is it possible to have Egneo, Rita, Jose, Driver and anyone you can think of come by at 12p to just say hello to the buyer when he arrives? I know it will be really impressive and help us get a higher price to plug him

Subject

iMessage



12:01



< 67



J Process "I am In Control. I Will Sell Star And..."

Thu, May 25 at 9:04 AM

Good Morning ✨

Chad's buyer (cash \$75/80m offer) just got into Miami. He wants to see Star. Can we show tomorrow around noon or Monday around 10am?

He's flying out tmrw afternoon so needs to be tomorrow at noon. Will be a chill quick walk through of the house. 🙏 let me know if that works! Yay!

Ok w me

Amazing! Thank you 😊

This is the guy that would love to plug into your program.. lol so if Rita, Jose, Egnio and anyone else that's working can be around would be fab 😊

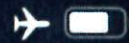
Is it possible to have Egnio, Rita, Jose, Driver and anyone you can think of come by at 12p to just say hello to the buyer when he arrives? I know it will be really impressive and help us get a higher price to plug him

Subject

iMessage



12:02



< 67



J Process "I am In Control. I Will Sell Star And..."

Is it possible to have Egneo, Rita, Jose, Driver and anyone you can think of come by at 12p to just say hello to the buyer when he arrives? I know it will be really impressive and help us get a higher price to plug him into a house with support and imagine himself living there? ❤️

Thu, May 25 at 12:34 PM

Would it be okay if I ask Rita and Jose to come say hello tomorrow at 12p quick?

Thu, May 25 at 2:05 PM

I Should I be off site tho right?

Yes

Yes it's better if you're not there but if everyone can be there around 11:30 to say hello of the staff. 🙏

For him, having the people and being able to plug into your set up of the house is going to make the deal ✨🙏

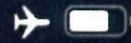
I just told everybody 12 PM now we're making at 11:30?

Subject

iMessage



12:02



J Process "I am In Control. I Will Sell Star And..."

12 works

Leave it for 12

Thu, May 25 at 3:31 PM

Ok

Thu, May 25 at 5:03 PM

I am not is this buyer out of town? I have somebody wants the house tomorrow morning 8 AM.

We may have to cancel the showing tomorrow

I person will compromise and allow a 9 AM showing Sharpe so he could come at 10

Hey can we pls pls pls allow this buyer in? He's been the only cash, strong offer and is only in town tomorrow.

At 9am that's it

Thu, May 25 at 6:41 PM

Need to know in 20 mins

Subject

iMessage



12:02



< 67



J Process "I am In Control. I Will Sell Star And..."

Yes

They're coming at 915

Will be gone by 10

Would be amazing if the crew could say hello around 930

My crew like Egnio Rita etc?

Yes

I don't think that's a problem. I'm just trying to get my guests to show up at 9:25, which gives your client 10 minutes with the old house and then they can have the big house in the rest of the property until 10.



Egnio, my handyman Rita and two housemates will be there on site

My client green lighted 9:15-10am!

Pls confirm asap



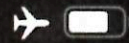
We are confirmed for tomorrow at

Subject

iMessage



12:03



< 67



J Process "I am In Control. I Will Sell Star And..."

Fri, May 26 at 10:19 AM

How'd it go?

Fingers crossed! They are good friends and going to discuss together.. they're still together and then Chad will call me when he's leaving him to give us feedback on what he's going to do.

Okey

Thu, Jun 1 at 4:11 PM

I guess no feedback from Chad? What do you think of asking Ken Griffin if he wants to do a one or 2 year rental at 27

Chad said his friend/client doesn't think the layout will work for him. We're trying to get him to put a number to what would make sense to him but no real update.

I will absolutely reach out to Ken! ✨



Emailing him now!

Subject

iMessage



12:22



< 67



J Process "I am In Control. I Will Sell Star And..."

Feb 7, 2022 at 11:20 AM

Yes on it! 🤗

Feb 8, 2022 at 12:39 PM

W mom x

We got an offer!

Say hello to Mama Glo! 🌟

Feb 9, 2022 at 12:11 PM

Call you after these showings!

Offer followed up

Ok b

Feb 10, 2022 at 11:02 AM

Update:

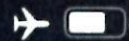
Ken Griffin agent that showed:
"Alyssa, as an aside on my last note to you— pls keep me in mind should your offer(s) fail to materialize into a deal. My client remains interested in buying your house, but isn't looking to engage in a bidding war. We have both the ability and the desire to move extremely quickly toward and

Subject

iMessage



12:22



< 67



J Process "I am In Control. I Will Sell Star And..."

Feb 10, 2022 at 11:02 AM

Update:

Ken Griffin agent that showed:
"Alyssa, as an aside on my last note to you— pls keep me in mind should your offer(s) fail to materialize into a deal. My client remains interested in buying your house, but isn't looking to engage in a bidding war. We have both the ability and the desire to move extremely quickly toward and through a sensible deal with the caveat that we are also looking at other properties and may not be in play for any extended period of time."

Judy Zeder:
Buyers in Singapore. Don't have answer.

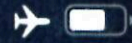
Chad Carroll:
Formal offer. Said please get us a counter and he will do what he can to get his buyer up and get a deal done but needs a response. He has another back up property. Wants to work something out. Offered to have attorneys on a call too.

Subject

iMessage



12:22



< 67



J Process "I am In Control. I Will Sell Star And... >

Feb 10, 2022 at 1:14 PM

Lmk how you want to handle the formal offer love.

The former offer is expired. And it's a bottom feeder number. Those two things have me not at all motivated to counter.

There is no back up property to star

Let me see if I can get him higher without a counter!

Call me first

Feb 10, 2022 at 5:07 PM

I talked to Chad and I have their top number. I know it's late so we can talk in the morning on a call.

Also, heard 22 Star is under contract for a number in the \$70m's.

Feb 11, 2022 at 2:43 AM

Ok call me when you're up

Feb 11, 2022 at 8:42 AM

Good mornign! Call you in 20

Subject

iMessage



12:25



< 80



J Process "I am In Control. I Will Sell Star And... >

enjoy your weekend.

Sun, Aug 6 at 4:45 PM

Lmk when you're back in town we'll meet up

Mon, Aug 7 at 11:56 AM

I just got an offer for purchase on 27 Star. I'm sending to you now.

Just tried you. Let me know when you are free today to talk ✨

I sent it to Dina. I can talk in 30 mins

This is the same buyer I brought with Chad for \$75m cash. We will discuss when you call me.

Call me when you are ready

Mon, Aug 7 at 7:17 PM

Checking in - let me know when we can talk?

Tue, Aug 8 at 6:25 AM

I'm going for run now can talk after. When are yo back in Miami

Subject

iMessage



iMessage
Thu, Apr 13 at 1:37 PM

She's gonna take care of kitty cat while I'm gone

Hahha all good! Just wanted to make sure she got the message 🙄

Thank you

Tony has a bunch of questions that he should've answered really yesterday or today. Laura's kind of stressing. I hit him up and asked him and he said he's traveling today and will do it tomorrow. He really has no sense of urgency. It's quite disappointing.

Let me ask him if someone from his team can talk to us today 👍

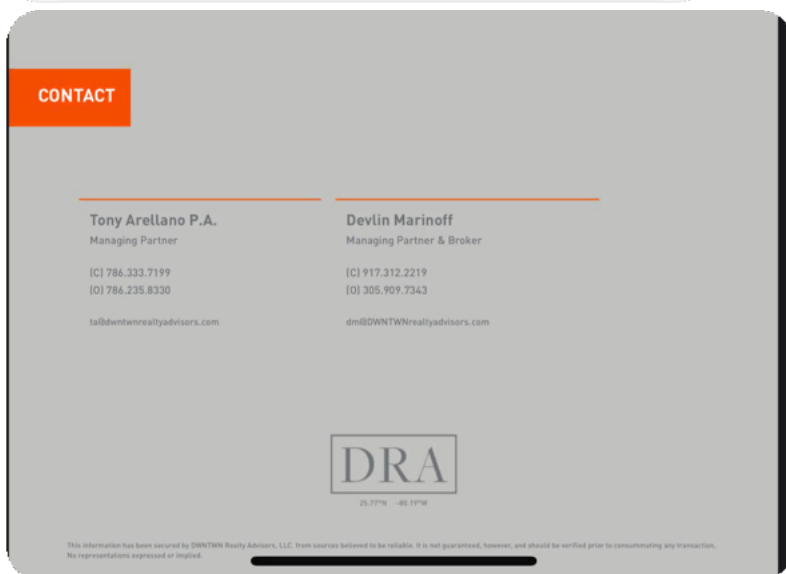
He has it co listed. Let's talk to his teammate

I just texted him!

Good idea

Thu, Apr 13 at 5:07 PM

Screenshot 2023-04-13 at 5.06.48 PM



C) [917.312.2219](tel:917.312.2219)

Devlin is his partner on the listing

Is he answering questions?

Did you see the email at 6:10p from Tony?

Are all her questions answered?

I did. I hope so. Maybe ask her tomorrow.

Sat, Apr 15 at 1:16 PM

Hola! Nicole and Eric want to rent a house for their wedding weekend.

Would you be open to renting star for a Friday night Shabbat dinner with wedding party and family (about 20-30 ppl) then wedding the next night? I'll confirm how many ppl.

They want to do it soon before summer. Are there good weekends they could rent star? How much would it be?

Sat, Apr 15 at 3:20 PM

Sure ask David for dates. What do you think is fair?

Mon, Apr 17 at 5:56 PM

Buyer: Alex Slusky

Just leaving Star! He was extremely detailed and appreciative of the finishes. Married couple with 14 and 16 year old boys. They spend a lot of time at their house in Napa. Talked about opening up kitchen and creating breakfast area where dining is now and making dj lounge a formal dining. Making the Degarmo into the kids hang out area. Movie theatre upstairs in the small bedroom of Degarmo. Bedroom count works for them. Mentioned he really wants to get on the west side of star but that there is nothing. He's still talking to Ryan. Ryan will give me more details when he's finished with them!!! 🙌 🙌 🙌 🙌 🙌 🙌

Tue, Apr 18 at 5:33 PM

Wow bb LOI!

Tue, Apr 18 at 7:59 PM

That 🙌 is 🙌 RIGHT! 🥰

Wed, Apr 19 at 9:03 AM

Why does Tony tell Laura not to sign LOI??

Let me figure out what's going on there.. 🤔

He's aloof af

Wed, Apr 19 at 8:09 PM

Talked to Tony and understand what he was doing now. Laura wanted to confirm the format was okay before signing so that was on our end. He checked and it's all good to go + he's getting us buyer commission agreement to protect our side. 👍

Thu, Apr 20 at 3:01 AM

Ok but that's not what he really said in his email. He said he didn't need signature until the offer was excepted are about to be countered. I think he was considering not presenting it or playing some game.

I'm glad that you're hunting it down. Keep it all straight. Thanks.

Fri, Apr 21 at 8:30 AM

Good Morning!! ✨

Did you see my email with the 27 Star offer?

Lmk when you're free to discuss!

I did review the lowball offer, but I need to talk to Kevin first

Okay! Call me after talking to Kevin. I'll explain to you what I believe their strategy is with the offer. Most likely trying to meet in the middle.

Fri, Apr 21 at 10:45 AM

Fri, Apr 21 at 10:45 AM



David, Leila Centner Sell New Mansion in Miami Beach

therealdeal.com

"According to online resources, his fund's (Verition) AOM is \$31B. In addition to his Greenwich residence which the value for I'm unaware but I'm sure very substantial, he owns a home at the bears club in Jupiter probably worth in the \$20m's, a pine tree house with value on thr 30m's, a condo at st Regis in bal harbour worth north of 10m. He likely owns other homes I'm unaware of (NYC, overseas etc) where his fund has offices." - Ryan

Fri, Apr 21 at 7:50 PM

Hi. We're working on counter and will send it to you.

Okay perfect!

Sat, Apr 22 at 2:03 PM

Happy Saturday 🤗

Lmk if you need anything from me for the counter. ✨

Sat, Apr 22 at 3:26 PM

Hi happy Saturday to you too! What we're looking for from you is any comments on our changes?

They were all OK changes. There wasn't anything crazy. I

They were all OK changes. There wasn't anything crazy. I think they will be fine with the changes as long as we can agree on the price.

Let's add the price with the changes and send for comments.

Ok I'll talk w Kevin

Sat, Apr 22 at 6:14 PM

The buyers are checking in again. ✨

Did you talk to Kevin?

Tue, Apr 25 at 11:44 AM

Matrix

sef.mlsmatrix.com



Wed, Apr 26 at 3:14 PM

Hey! May 3rd is the next time we can see Star?

I have another buyer that saw before with Dina that is interested in putting in an offer but wants to see it again!

Tue, May 2 at 8:00 PM

Hey! The buyer wants to see on Sunday. Is that possible?

Dina's buyer the ones on Venetian with nanny HQ

Tue, May 2 at 9:02 PM

The house is rented through F1 probably Thursday through Monday

Sorry, I didn't respond to the thing from Dina regarding the offer. I didn't catch it. Sorry.

1 Reply

Okay let me relay ✨

"Can you ask the guest for an exception ? Buyer has his mom and brother in town this weekend and wants them to see it "

Wed, May 3 at 7:54 AM

Good Morrrrrning!

1. Is it possible to get in this weekend quickly on Sunday?
2. Jason Capone my direct buyer JUST TEXTED ME BACK finally! He's back in US and calling me back this afternoon!



Sorry, I didn't respond to the thing from Dina regarding the offer. I didn't catch it. Sorry.

1 Reply

That was Ryan's counter offer and it was silly. No worries I handled response with him timely.

Sat, May 6 at 1:00 PM

Happy Saturday! Can we show Tuesday at 9am to the Venetian family?

Hiii

The later the better because our people check out Monday at 5 PM which means we're gonna be way behind on the turnover

Let's do Tuesday at 6?

Yes

Yay great!

Sat, May 6 at 9:26 PM

No rush on the response but just talked to Chad that's representing the buyer that put on the \$75m offer. He's working on an offer and the buyer asked for the following:

Can you get me all the costs:
+ House manager annual?
+ Housekeeping annual?
+ Landscaping / pool annual?
+ Would your crew continue working for him?

Estimates is fine. ✨

Sun, May 7 at 1:56 AM

Hmmmm

Interesting

I will put something together next week

Sun, May 7 at 9:54 AM

Okay enjoy the wedding activities! Looks insane! 🥰

Tue, May 9 at 10:43 AM

Also what do you think about the LOI? That's pretty impressive right they have a greed, right?

Yes I think it's going to get done!!! 🙌

I received this today if you are interested or know anyone?

"Let's connect soon, may have an opportunity for you to send to developers : Have an Airbnb building opportunity :

It is a 7,800 soft corner lot in the heart of wynwood Norte with a T4-O zoning witch at the moment allows for a 4 story 24 unit building(of which 25% must be affordable housing) or a 3 story 18 unit building or 6 townhome units with three floors. No parking is requieres by the city and the lot is on the corner of 31 st and 1st ave nw with 156 ft of frontage. The asking price is \$2,550,000.00."

Can you send more information on this piece that looks a little bit more professional and speaks normal English

Lol yes I copied and pasted from someone while driving.
Will do shortly.

Tue, May 9 at 6:59 PM

Just leaving! It went great!! He's going to discuss with his wife. We walked through which kids go on what bedrooms, nanny headquarters, which family members stay in bedrooms, movie theatre, kids play room etc !

He loves Degarmo 🙏

Tue, May 9 at 8:13 PM

So sounds super good 💜

Keep you posted!!

Thu, May 25 at 9:04 AM

Good Morning ✨

Chad's buyer (cash \$75/80m offer) just got into Miami. He wants to see Star. Can we show tomorrow around noon or Monday around 10am?

He's flying out tmrw afternoon so needs to be tomorrow at noon. Will be a chill quick walk through of the house. 🙏
let me know if that works! Yay!

Ok w me

Amazing! Thank you 😊

This is the guy that would love to plug into your program.. lol so if Rita, Jose, Egnio and anyone else that's working can be around would be fab 😊

Is it possible to have Egnio, Rita, Jose, Driver and anyone you can think of come by at 12p to just say hello to the buyer when he arrives? I know it will be really impressive and help us get a higher price to plug him into a house with support and imagine himself living there? ❤️

Thu, May 25 at 12:34 PM

Would it be okay if I ask Rita and Jose to come say hello tomorrow at 12p quick?

Thu, May 25 at 2:05 PM

I Should I be off site tho right?

Yes

Yes it's better if you're not there but if everyone can be there around 11:30 to say hello of the staff. 🙏

For him, having the people and being able to plug into your set up of the house is going to make the deal 🙌 ✨ 🙏

I just told everybody 12 PM now we're making at 11:30?

12 works

Leave it for 12

Thu, May 25 at 3:31 PM

Ok

Thu, May 25 at 5:03 PM

I am not is this buyer out of town? I have somebody wants the house tomorrow morning 8 AM.

We may have to cancel the showing tomorrow

I person will compromise and allow a 9 AM showing Sharpe so he could come at 10

Hey can we pls pls pls allow this buyer in? He's been the only cash, strong offer and is only in town tomorrow.

At 9am that's it

Thu, May 25 at 6:41 PM

Need to know in 20 mins

They're coming at 915

Will be gone by 10

Would be amazing if the crew could say hello around 930

My crew like Egnio Rita etc?

Yes

I don't think that's a problem. I'm just trying to get my guests to show up at 9:25, which gives your client 10 minutes with the old house and then they can have the big house in the rest of the property until 10.

Egnio, my handyman Rita and two housemates will be there on site

My client green lighted 9:15-10am!

Pls confirm asap

We are confirmed for tomorrow at 915

Let Egnio know pls

He knows too

Great work



Fri, May 26 at 10:19 AM

How'd it go?

How did it go:

Fingers crossed! They are good friends and going to discuss together.. they're still together and then Chad will call me when he's leaving him to give us feedback on what he's going to do.

Okey

Thu, Jun 1 at 4:11 PM

I guess no feedback from Chad? What do you think of asking Ken Griffin if he wants to do a one or 2 year rental at 27

Chad said his friend/client doesn't think the layout will work for him. We're trying to get him to put a number to what would make sense to him but no real update.

I will absolutely reach out to Ken! ✨

Emailing him now!

Fri, Jun 2 at 8:46 AM

And Motel One buyers have changed their price range. They are looking seriously at paying \$35 million for an old hotel. Leave the Fairland. That specifically is confidential but we need to broaden our search for the beach.

Fri, Jun 2 at 2:41 PM

?

Fri, Jun 2 at 3:46 PM

We need to add in Tony or Karley that has access to these deals. I know resi but I am not able to find these off market deals like I am for residential. Let's strategize. I'm happy to take less of course to connect!

Ok Tony doesn't know the beach tho. I'll work on something.

I have a few prospects but let's not sign anything with

I have a few prospects but not sign anything with them and when they find us a deal then we sign

Ok

Mon, Jun 12 at 4:51 PM

500werie.relahq.com



Owner needs to sell this bad

Lol I know, it's Natalie's. Steph and Ivan have the listing. Steph - (my best friend from home) 🤔

Working on it! It's a BIG listing for Chicago.

I have a call with Ryan this evening btw.. keep you posted

Oh nice funny. Ok sounds good. I know Karley is working Moxy I've been tied up

Fri, Jun 30 at 4:59 PM

Hi. Do you have Star listed for rent?

Hey! Yes we do! I send all short term to David that he's been working ✨ it's at \$325k. I would suggest we go to \$275k if you want to rent long term.

Ok do it

Okay amazing sending you paperwork ✨

We will do marketing campaign that goes out on Monday for new price yay 🙌

Okey

Sat, Jul 1 at 5:36 PM

Hi, do you remember Danny Jelica? He does the hair salon South of fifth. He is going to need a new apartment south of fifth like icon or Marano or Southpoint or whatever he's currently in the Southpoint Tower and he has to move, so can you let me know like what's available and I'll connect you

you

Absolutely!!! Thank you so much! Yes of course I remember him 🙏 did he say price or bedrooms?!

Sorry I should've said he wants to rent. So that was exciting. But two bedroom around 2000 ft.² will be the idea.

Okay amazing on it!

Browse Properties
portal.onehome.com



OneHome™ | Browse Properties

Sun, Jul 2 at 9:00 AM

From Alyssa

Mon, Jul 3 at 7:32 AM

Good morning. Pls wait on the promotion for Star.

Good Morning! ☀️

Okay! Just lmk when we have the green light to have the marketing go out. I'll reach out to agents etc too. Do you have a good amount of short terms booked?

Text Message

I have guest through July 12 and then just one client late summer

iMessage

Got it! Okay, lmk when to promote and we will do our new price campaign ✨

We'll talk this week

Wed, Jul 5 at 8:58 AM

Good morning :-)) do you want to connect me for the call

this morning or is there a call-in?

Good Morning! Yes I will call you then we can merge everyone on ✨



WhatsApp Voice Call
call.whatsapp.com

Karley says use this link for the call.

Okey

Got it

Mon, Jul 10 at 12:36 PM





Mon, Jul 17 at 12:13 PM

Happy Monday! Just received an inquiry for Nov 1 - March 31st. The tenant is a couple in their 60's that has rented the last 2 years on Hibiscus. They have 2 adult children with families that come for holidays which is why they need a big house. They would like to offer \$200k/ month - I talked to their agent and he says give us a counter but did mention that they were paying 40% less at the last 2 homes on Hibiscus.

What price per month do you feel comfortable with for Nov 1-March 31st? He said if helpful they could pay all upfront too.

Tue, Jul 18 at 7:51 AM

Good Morning!

Any thoughts on a counter number to propose? ✨

Hi. I guess \$250/month but let's do a six month w cancellation?

Okay yes! The other agent brought that up too 👍

Tue, Jul 18 at 7:50 PM

I followed up and he said they're on LA time. I'll let you

know as soon as we hear back ✨

Okey

Wed, Jul 19 at 10:09 AM

me 12 redbull vodkas deep and halfway thru an 8ball going up to the milf at the bar to ask if it's her 25th birthday



Is that supposed to be a cool post?

Someone made this a meme of him 🤔 where did you find it? Lol

Friend sent

Such a coincidence, right?

Yes!!! Wild! Hopefully a good sign for us 🙏 I'll keep you posted! ✨

Tue, Aug 1 at 9:41 AM

We have sent cancellation of listing agreement. You are protected for your showing on the sixth.

Hey! I just talked again to the direct buyer Jason Capone last night.. we're working on an offer too.

Are you listing with someone else?

Can you talk around 1045?

Yeah let's talk then

Perf call you then!

Okey

I reached out to Dina and have not heard back yet. I also talked to Jason and he said he's going to come back to me with a price to draft.

If you can stall on signing anything new until we figure out Jason will be helpful for both of us. 🙏

Dina said she will call me later today or tomorrow to discuss FYI.

Tue, Aug 1 at 3:11 PM

Update ✨

I asked Dina when she was available today to talk and have not heard back yet on a time but didn't want to relay that the benefit of us co-listing.

I have extensive knowledge of every thought & detail that went into creating the house, having been involved with entire process for over 5+ years, I am able to bring significant value to the showcasing of the property to buyers. The stories behind the thought and details of the house are BEYOND important when showing buyers.

I have compiled an extensive list of buyers and inquiries

over the last year that we can leverage collectively. We can take a look at this list together and go after them together. There are previous offers that we can revisit and push forward by joining forces. I also have a direct buyer I am working closely with that is very close to an offer.

Keep you posted after she gets back to me.

Wed, Aug 2 at 2:16 PM

Checking in with an update:

+ I have been back and forth with Jason Capone's attorney. He wants to transfer the LLC so it's off market and not a recorded sale also for tax purposes. We can discuss once we have agreed upon terms on best way to transfer the LLC and how to handle the loan. We should have the offer to you by tomorrow just finalizing language.

+ Dina hasn't responded to me on a time to discuss co-listing. She did respond she will call me yesterday or today.

Thu, Aug 3 at 7:49 AM

Did she talk to you yesterday?

Nothing from her yesterday. Did you talk to her?

Not yesterday.

Okay going to keep on her today.. and I'll keep you posted.



Ok hun

I would like to meet maybe tomorrow or Saturday for coffee. It would be good for us. Let me know.

I'm in NY with Allie this weekend - Bruce Eichner's daughter (Continuum developer that I work for) I can call you whenever today though. When is best today for you? Want to talk through this. 🙏

Not possible today. When are you back?

Thu, Aug 3 at 2:41 PM

I just got off with Dina finally. Can you talk?

Thu, Aug 3 at 3:45 PM

Slammed today tomorrow is good

Okay. I talked to Dina she said you had already signed the listing agreement for sale and lease? Kevin followed with a call telling me to cancel the listing. I just want to know if there is a world in which we are co-listing?

Let's meet in person when you're back in town

That's fine. As of right now, it seems Dina is ready to list it and it doesn't seem she's going to wait in order for us to have an in person conversation.

Sat, Aug 5 at 10:46 AM

When are you back?

I was going to come back tomorrow but the showing for tomorrow hasn't responded to me in the last few days so now I don't need to fly back so not sure yet. Can we talk Monday?

We can definitely talk Monday. What happens if they call you last minute tonight late or tomorrow morning? For the house showing? I told you you are protected on this deal are you concerned about this particular deal?

Sat, Aug 5 at 3:34 PM

The agent finally responded and said that the client ghosted him 😞 let's talk Monday. I am concerned about all the deals and agents I've been working. Let me know what time Monday is best to talk? Hope you enjoy your weekend.

Sun, Aug 6 at 4:45 PM

Lmk when you're back in town we'll meet up

Mon, Aug 7 at 11:56 AM

I just got an offer for purchase on 27 Star. I'm sending to you now.

Just tried you. Let me know when you are free today to talk



I sent it to Dina. I can talk in 30 mins

This is the same buyer I brought with Chad for \$75m cash. We will discuss when you call me.

Call me when you are ready

Mon, Aug 7 at 7:17 PM

Checking in - let me know when we can talk?

Tue, Aug 8 at 6:25 AM

I'm going for run now can talk after. When are yo back in Miami

Tue, Aug 8 at 8:44 AM

Let's talk around 10:30am?

I don't have a flight booked home yet but prob next Tuesday. We are working on our launch with our NY team here.

Ok yes

Call you then ✨

Thu, Aug 10 at 12:47 PM

Hi are you back yet?

Hi. Not until next week. How come?

Tue, Aug 15 at 2:51 PM

Hi what's address of Wynwood land?

With Pierre now

Wynwood land - a place or lot?

Lmk I'm by my computer and can help

Wynwood pls

The one in contract

Tue, Aug 15 at 4:25 PM

I am not sure which you are referring to? Karley isn't either.

Tue, Aug 15 at 8:20 PM

Aren't we in contract with Wynwood now for Motel One? Karley wasn't involved. It's Tony's deal right?

Wed, Aug 16 at 9:03 AM

Whale Site

2215 NW 1st Pl, Miami, FL 33127

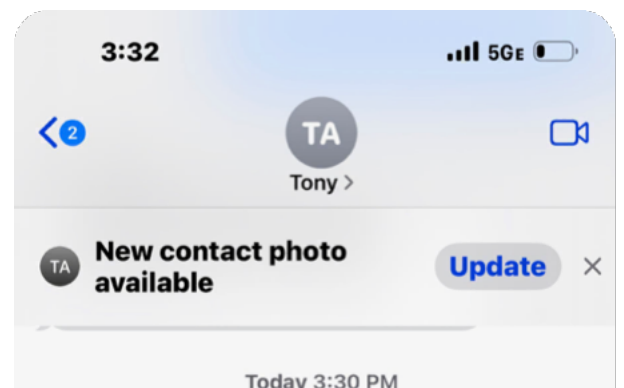
I tried following up a few times on this with Laura and Tony - they haven't answered any of the emails.

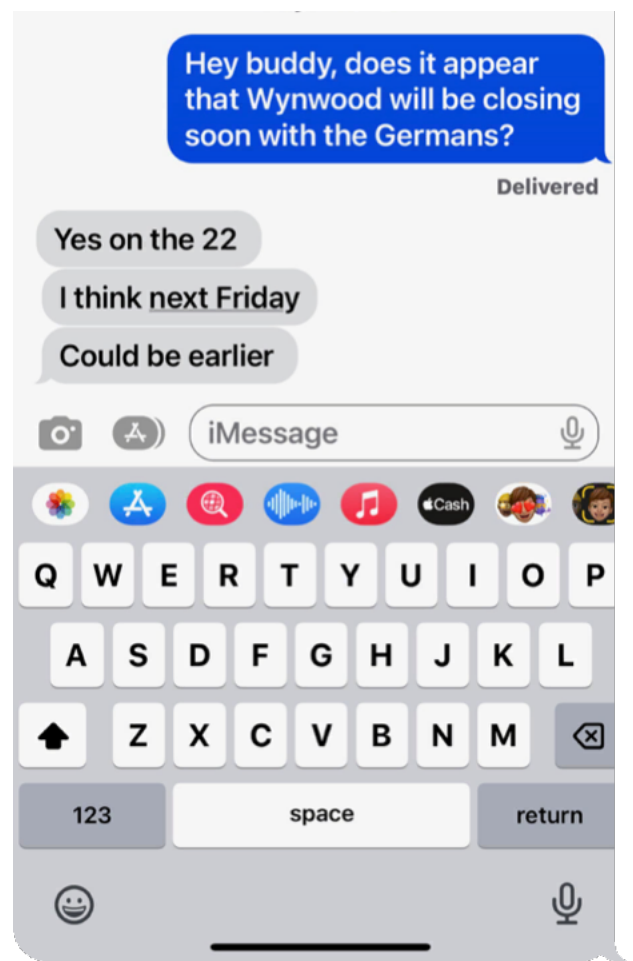
Let me call text Tony directly!

I'll fill you in no need to talk to them

Call you in 5 min finishing up

Wed, Sep 13 at 3:32 PM





Hello! I talked to Tony a few days ago and he said it's set to close on the 22nd. 🙌

Dats nice:)

Thu, Sep 21 at 2:29 PM

Gui told me that we are closing tomorrow:)

Yes! Been in touch with Tony. Let's meet up next week to sort it!

I'm down for sure

Fri, Sep 22 at 7:35 PM

I think we just made some money!

Fri, Sep 22 at 9:08 PM

Yes they closed late in the day today. Tony and Laura let me know. Let's plan to meet early in the week. I'll write you

on Monday to find a time! Enjoy your weekend.

Wow so good. Ok talk Monday. You too

Tue, Sep 26 at 7:20 PM

Hi when are you finding me on our deal

Hello 🙌 I still have not gotten paid. I know Laura's broker received the wire and is suppose to send out. Hopefully I will have it in the next few days. Can you meet Thursday? Icon pool restaurant?

Wed, Sep 27 at 8:19 AM

I have you in for noon tomorrow

See you at 12p tomorrow at Icon pool. 👍

Thu, Sep 28 at 11:58 AM





I'm working under pergola area when you arrive ✨

Walking now

Thu, Sep 28 at 3:31 PM

I can't believe you're threatening to withhold my consulting fee from the Wynwood deal unless I make a demand to Dina to give you half her commission.

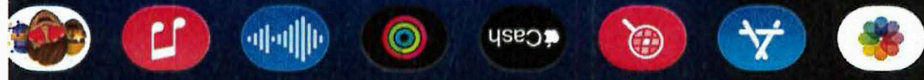
What do I need to do to get paid?

Wed, Oct 4 at 1:56 PM

Kevin sent you the consulting fee invoice yesterday. I expect the payment today but no later than tomorrow.

Delivered

[EXHIBIT F]



Message

Subject

Is it possible to have Egneo, Rita, Jose, Driver and anyone you can think of come by at 12p to just say hello to the buyer when he arrives? I know it will be really impressive and help us get a higher price to plug him

This is the guy that would love to plug into your program. lol so if Rita, Jose, Egnio and anyone else that's working can be around would be fab 😊

Amazing! Thank you 🙏

Ok w me

He's flying out tmrw afternoon so needs to be tomorrow at noon. Will be a chill quick walk through of the house. 🙌 let me know if that works! Yay!

Good Morning ✨
Chad's buyer (cash \$75/80m offer) just got into Miami. He wants to see Star. Can we show tomorrow around noon or Monday around 10am?

Thu, May 25 at 9:04 AM

J Process "I am In Control. I Will Sell Star And..."

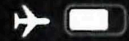


69 >



12:01

12:01



< 67



J Process "I am In Control. I Will Sell Star And..."

Thu, May 25 at 9:04 AM

Good Morning ✨

Chad's buyer (cash \$75/80m offer) just got into Miami. He wants to see Star. Can we show tomorrow around noon or Monday around 10am?

He's flying out tmrw afternoon so needs to be tomorrow at noon. Will be a chill quick walk through of the house. 🙏 let me know if that works! Yay!

Ok w me

Amazing! Thank you 😊

This is the guy that would love to plug into your program.. lol so if Rita, Jose, Egnio and anyone else that's working can be around would be fab 😊

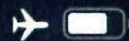
Is it possible to have Egneo, Rita, Jose, Driver and anyone you can think of come by at 12p to just say hello to the buyer when he arrives? I know it will be really impressive and help us get a higher price to plug him

Subject

iMessage



12:02



< 67



J Process "I am In Control. I Will Sell Star And..."

Is it possible to have Egneo, Rita, Jose, Driver and anyone you can think of come by at 12p to just say hello to the buyer when he arrives? I know it will be really impressive and help us get a higher price to plug him into a house with support and imagine himself living there? ❤️

Thu, May 25 at 12:34 PM

Would it be okay if I ask Rita and Jose to come say hello tomorrow at 12p quick?

Thu, May 25 at 2:05 PM

I Should I be off site tho right?

Yes

Yes it's better if you're not there but if everyone can be there around 11:30 to say hello of the staff. 🙏

For him, having the people and being able to plug into your set up of the house is going to make the deal ✨🙏

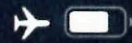
I just told everybody 12 PM now we're making at 11:30?

Subject

iMessage



12:02



J Process "I am In Control. I Will Sell Star And..."

12 works

Leave it for 12

Thu, May 25 at 3:31 PM

Ok

Thu, May 25 at 5:03 PM

I am not is this buyer out of town? I have somebody wants the house tomorrow morning 8 AM.

We may have to cancel the showing tomorrow

I person will compromise and allow a 9 AM showing Sharpe so he could come at 10

Hey can we pls pls pls allow this buyer in? He's been the only cash, strong offer and is only in town tomorrow.

At 9am that's it

Thu, May 25 at 6:41 PM

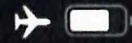
Need to know in 20 mins

Subject

iMessage



12:02



< 67



J Process "I am In Control. I Will Sell Star And..."

Yes

They're coming at 915

Will be gone by 10

Would be amazing if the crew could say hello around 930

My crew like Egnio Rita etc?

Yes

I don't think that's a problem. I'm just trying to get my guests to show up at 9:25, which gives your client 10 minutes with the old house and then they can have the big house in the rest of the property until 10.



Egnio, my handyman Rita and two housemates will be there on site

My client green lighted 9:15-10am!

Pls confirm asap



We are confirmed for tomorrow at

Subject

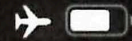
iMessage



Cash



12:03



< 67



J Process "I am In Control. I Will Sell Star And..."

Fri, May 26 at 10:19 AM

How'd it go?

Fingers crossed! They are good friends and going to discuss together.. they're still together and then Chad will call me when he's leaving him to give us feedback on what he's going to do.

Okey

Thu, Jun 1 at 4:11 PM

I guess no feedback from Chad? What do you think of asking Ken Griffin if he wants to do a one or 2 year rental at 27

Chad said his friend/client doesn't think the layout will work for him. We're trying to get him to put a number to what would make sense to him but no real update.

I will absolutely reach out to Ken! ✨



Emailing him now!

Subject

iMessage



12:22



< 67



J Process "I am In Control. I Will Sell Star And..."

Feb 7, 2022 at 11:20 AM

Yes on it! 🤗

Feb 8, 2022 at 12:39 PM

W mom x

We got an offer!

Say hello to Mama Glo! 🌟

Feb 9, 2022 at 12:11 PM

Call you after these showings!

Offer followed up

Ok b

Feb 10, 2022 at 11:02 AM

Update:

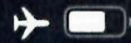
Ken Griffin agent that showed:
"Alyssa, as an aside on my last note to you— pls keep me in mind should your offer(s) fail to materialize into a deal. My client remains interested in buying your house, but isn't looking to engage in a bidding war. We have both the ability and the desire to move extremely quickly toward and

Subject

iMessage



12:22



< 67



J Process "I am In Control. I Will Sell Star And..."

Feb 10, 2022 at 11:02 AM

Update:

Ken Griffin agent that showed:
"Alyssa, as an aside on my last note to you— pls keep me in mind should your offer(s) fail to materialize into a deal. My client remains interested in buying your house, but isn't looking to engage in a bidding war. We have both the ability and the desire to move extremely quickly toward and through a sensible deal with the caveat that we are also looking at other properties and may not be in play for any extended period of time."

Judy Zeder:
Buyers in Singapore. Don't have answer.

Chad Carroll:
Formal offer. Said please get us a counter and he will do what he can to get his buyer up and get a deal done but needs a response. He has another back up property. Wants to work something out. Offered to have attorneys on a call too.

Subject

iMessage



12:22



< 67



J Process "I am In Control. I Will Sell Star And..."

Feb 10, 2022 at 1:14 PM

Lmk how you want to handle the formal offer love.

The former offer is expired. And it's a bottom feeder number. Those two things have me not at all motivated to counter.

There is no back up property to star

Let me see if I can get him higher without a counter!

Call me first

Feb 10, 2022 at 5:07 PM

I talked to Chad and I have their top number. I know it's late so we can talk in the morning on a call.

Also, heard 22 Star is under contract for a number in the \$70m's.

Feb 11, 2022 at 2:43 AM

Ok call me when you're up

Feb 11, 2022 at 8:42 AM

Good mornign! Call you in 20l

Subject

iMessage



"AS IS" Residential Contract For Sale And Purchase

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

PARTIES: STARBOARD FLORIDA IV LLC ("Seller"), and Jodi L. Strang, Esq as Manager of Entity to be Formed ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 27 STAR ISLAND DR, MIAMI BEACH, FL 33139
(b) Located in: MIAMIDADE County, Florida. Property Tax ID #: 02-4204-001-0230
(c) Real Property: The legal description is 4 54 42 STAR ISLAND CORR PL PB 31-60 LOT 27 LOT SIZE 100.000 X 400 OR 18536-3414 03 1999 2

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), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

Other Personal Property items included in this purchase are: See additional terms.

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): \$ 55,000,000.00

- (a) Initial deposit to be held in escrow in the amount of (checks subject to Collection) \$ 5,500,000.00

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 Name: Jodi L. Strang Adams, Esq. - Strang Adams, P.A.
Address: 3339 Virginia Street, Suite 127, Miami, FL 33133 Phone: 305.397.8800
E-mail: Jstrang@stranglaw.com Fax:

- (b) Additional deposit to be delivered to Escrow Agent within (if left blank, then 10) days after Effective Date \$

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

- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8

- (d) Other: \$

- (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (see STANDARD S) \$ BALANCE

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 August 8, 2023, 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; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

53* this Contract, the Closing shall occur on _____ or before 30 days FED _____ ("Closing Date"), at the time
54 established by the Closing Agent.

55 **5. EXTENSION OF CLOSING DATE:**

56 (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial
57 Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is
58 checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be
59 extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7
60 days.

61 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
62 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
63 extended as provided in STANDARD G.

64 **6. OCCUPANCY AND POSSESSION:**

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

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

83* **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under
84* this Contract; may assign but not be released from liability under this Contract; or may not assign this Contract.
85 IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

86 **FINANCING**

87 **8. FINANCING:**

88* (a) This is a cash transaction with no financing contingency.

89* (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan
90* Approval Period"): (1) Buyer obtaining approval of a conventional FHA VA or other _____
91* (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** fixed, adjustable, fixed or
92 adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left
93 blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30)
94 years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation
95 of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required
96 for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

97* (i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date
98 and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of
99 Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this
100 Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval
101 unless Rider V is attached.

102 Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall
103 be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes,
104 but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender
105 and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

106 (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's
107 mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions
108 of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided 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.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided 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.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8(b)(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see Rider D for terms).

(d) Purchase money note and mortgage to Seller (see Rider C 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)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

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 application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)
- Other: _____

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

(i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, 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]:** Buyer shall designate Closing Agent. 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 Date, 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, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

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., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) 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 or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(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"

221 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
222 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
223 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
224 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
225* may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after
226 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
227 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
228 designation of Property.

- 229 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
230 required by Section 553.996, F.S.
- 231 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
232 mandatory.
- 233 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**
234 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**
235 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 236 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
237 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO
238 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
239 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
240 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
241 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 242 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
243 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
244 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
245 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
246 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
247 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
248 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
249 FIRPTA.
- 250 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
251 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding
252 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or
253 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller
254 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected
255 building, environmental or safety code violation.

256 PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

257 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
258 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
259 IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

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

- 261* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 15 (if left blank, then 15)
262 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
263 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
264 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering
265 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely
266 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall
267 be released of all further obligations under this Contract; however, Buyer shall be responsible for
268 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting
269 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the
270 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to
271 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of
272 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to
273 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all
274 repairs and improvements required by Buyer's lender.

- 275 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
276 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
277 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
278 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
279 Maintenance Requirement and has met all other contractual obligations.
- 280 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
281 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
282 written documentation or other information in Seller's possession, knowledge, or control relating to
283 improvements to the Property which are the subject of such open or needed permits, and shall promptly
284 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
285 such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,
286 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
287 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
288 expend, any money.
- 289 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
290 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
291 to Buyer.

292 ESCROW AGENT AND BROKER

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

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

313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
319 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND
320 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,
321 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
322 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
323 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at
324 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with
325 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
326 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
327 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
328 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
329 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
330 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

331 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and
332 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve
333 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker
334 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

335 **DEFAULT AND DISPUTE RESOLUTION**

336 **15. DEFAULT:**

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

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

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

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

354 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
355 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
356 16(b).

357 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
358 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
359 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
360 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
361 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
362 16 shall survive Closing or termination of this Contract.

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

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

369 **18. STANDARDS:**

370 **A. TITLE:**

371 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
372 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
373 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
374 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
375 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
376 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
377 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
378 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
379 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
380 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
381 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
382 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
383 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall
384 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
385 with law.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

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

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

413 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
414 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
415 deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
416 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
417 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
418 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
419 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
420 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
421 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
422 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
423 thereunder.

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

432 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall
433 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,
434 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
435 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5
436 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or
437 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a
438 day on which a national legal public holiday is observed.

439 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under
440 this Contract or be liable to each other for damages so long as performance or non-performance of the right or
441 obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,



STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

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

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

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

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

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

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

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

499 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
500 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements
501 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
502 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
503 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
504 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the
505 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an
506 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K
507 shall survive Closing.

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

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

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

526 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**
527 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public or official records. This
528 Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in
529 interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and
530 delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party
531 shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail,
532 facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures
533 hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic
534 signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

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

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

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

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

549 **T. RESERVED.**

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

553 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,
554 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%
555 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

556 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
 557 from the IRS authorizing a reduced amount of withholding.

558 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can
 559 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,
 560 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and
 561 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer
 562 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds
 563 to the IRS.

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

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

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

578 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
 579 8288 and 8288-A, as filed.

580 **W. RESERVED**

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

ADDENDA AND ADDITIONAL TERMS

587

588* **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this
 589 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 type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> AA. Licensee Property Interest |
| <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"/> CC. Miami-Dade County Special Taxing District |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> DD. Seasonal/Vacation Rentals |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | <input type="checkbox"/> T. Pre-Closing Occupancy | <input type="checkbox"/> EE. PACE Disclosure |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> U. Post-Closing Occupancy | <input type="checkbox"/> Other: _____ |
| <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 | | |

590* **20. ADDITIONAL TERMS:**
591 IRRESPECTIVE OF THE PRE-PRINTED PROVISIONS PROVIDED HEREINABOVE, PRIOR TO OR AT
592 CLOSING, SELLER AT SELLER'S SOLE COST AND EXPENSE, SHALL BE RESPONSIBLE TO FINAL ANY
593 OPEN OR EXPIRED PERMIT(S), AND TO SATISFY AND CURE ANY MUNICIPAL VIOLATION(S),
594 CITATION(S), FINE(S), FEE(S), NOTICE(S), ETC., WHICH HAVE NOT YET BEEN REDUCED TO A
595 RECORDED INSTRUMENT AND ARE REFLECTED IN A MUNICIPAL LIEN SEARCH.

596
597 PROPERTY TO BE SOLD FULLY FURNISHED AS SEEN IN MARKETING MATERIAL. FULL INVENTORY
598 LIST TO BE PROVIDED AND SIGNED OFF ON BY BOTH PARTIES WITHIN 5 DAYS OF EXECUTION.
599
600
601
602
603
604
605
606
607

608 **COUNTER-OFFER**

609* Seller counters Buyer's offer.

610 **[The remainder of this page is intentionally left blank.**
611 **This Contract continues with line 612 on Page 13 of 13.]**

612
613

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

614

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

615
616
617
618

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.

619
620

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

621

ATTENTION: SELLER AND BUYER


622
623
624
625
626
627

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

628
629
630

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

631*
632*
633*
634*

Buyer:  Date: 8-7-23
Buyer: _____ Date: _____
Seller: _____ Date: _____
Seller: _____ Date: _____

635
636*
637*
638*

Buyer's address for purposes of notice
c/o Strang Adams PA
attn. Jodi L. Strang, Esq.
1690 Michigan Avenue #1013AB
Miami Beach, FL 33139

Seller's address for purposes of notice

639
640
641
642
643
644

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

645*
646
647*
648

Chad Carroll Alyssa Jansheski
Cooperating Sales Associate, if any **Listing Sales Associate**
Compass Florida LLC The Inside Network
Cooperating Broker, if any **Listing Broker**

[EXHIBIT G]



👤👤 Liked by **lifeaddicted** and **386 others**

chadcarroll SOLD! 27 Star island ★ \$57,000,000

..
I am thrilled to announce the sale of the most iconic home in Miami Beach.

A SAOTA designed contemporary estate waterside combined with the first ever home on Star Island, a 1924 Walter De Garmo original.

The Garmo structure was relocated to the back side of the property and then masterfully restored into a 3 bedroom guest house.

- ..
- SAOTA Contemporary Home 2019
- Walter De Garmo Home 1924
- 23,000 Square Feet Living Space
- 9 Bedrooms
- Spa
- Fitness Center
- 1400 Bottle Wine Cellar
- Resort Style Pool
- Restaurant Style Chef Kitchen
- Hair Salon
- Sunset Roof Lounge
- 7 Car Garage
- 4 Detached Structures

..
2 years of tactical negotiations with an original asking price of \$90,000,000 we achieved phenomenal value. I couldn't be happier for my buyer.

..
[#thecarrollgroup](#) [#miamibeach](#) [#sold](#) [#starisland](#) [#estate](#)

[View all 23 comments](#)

aaronlee305 🙌🙌🙌🙌🙌🙌🙌🙌🙌🚀

austin.baris Congrats!

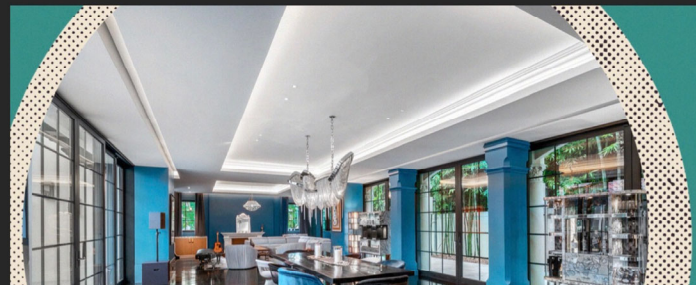
35 minutes ago



By signing up, you agree to TheRealDeal Terms of Use and acknowledge the data practices in our Privacy Policy.

“We’ve been going after it for an extended period of time,” Carroll told the Wall Street Journal. “Finally, we had a price we felt comfortable with, and patience worked to our advantage.”

Carroll told *The Real Deal* it was a “significant sale” for Star Island, and noted that “the estate’s historic value was a big draw for the buyer.” The buyer plans renovations, he confirmed.





38 likes

profilemiami THE FIRST ESTATE BUILT ON STAR ISLAND IN 1924 SELLS FOR \$57 MILLION FOLLOWING ULTRA-LUXE MEGA-EXPANSION 🤝🌟🌴🚀 The first estate built on Star Island in 1924 has sold for \$57 million following an ultra-luxe mega-expansion. The transaction is one of the highest prices paid for a modern home in Miami-Dade. The seller was represented by Dina Goldentayer with Douglas Elliman, while the undisclosed buyer was represented by Chad Carroll with The Carroll Group at Compass.

Located at 27 Star Island, the sprawling estate offers history and the ultimate in contemporary living with two distinct homes spanning 25,000 square-feet of living space on an expansive 40,000 square-foot waterfront lot. The property initially listed for \$90 million with Alyssa Morgan, currently of INSIDE Network, seeking to set a Miami-Dade County record. Star Island is one of Miami Beach's most coveted address' with just 30 waterfront homes in the gated community.

The original home built in 1924 by prominent architect Walter De Garmo is Star Island's first residence. The structure was picked up and relocated to the South side of the property in 2014 and masterfully restored in a way that embodies the roaring 20's. The second home is a modern masterpiece overlooking 100 feet of water frontage designed by Starchitect SAOTA and built by Coastal.

Together the residences offer a total of 11 bedrooms plus 12 full and 3 half baths. Features include a Chef's kitchen with Gullio appliances and 5 cooking methods, elevator, sunset rooftop lounge, and 1,400 bottle wine room. Estate amenities include a waterfront gym, spa with sauna & steam, cold plunge, jacuzzi, massive wraparound pool, office cabana, spa with massage room and hair salon, and new dock with boat lift.

Images by Lifestyle Production Group (LPG) from the original listing by Alyssa Morgan which was covered by PROFILEmiami in January 2022.

📱📺📺: Link in bio to tour the property 👁️

#DinaGoldentayer #ChadCarroll #DouglasElliman #Compass #StarIsland #LuxuryListings #MiamiBeach #LuxuryRealEstate #PROFILEmiami

