

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
(Miami Division)

SECURITIES & EXCHANGE COMMISSION,           CASE NO.: 10-22078-cv-Moreno/Torres

Plaintiff,

vs.

ESTATE OF KENNETH WAYNE MCLEOD,  
F&S ASSET MANAGEMENT GROUP, INC. and  
FEDERAL EMPLOYEE BENEFITS GROUP, INC.,

Defendants.

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**RECEIVER'S MOTION FOR AUTHORIZATION TO ENTER INTO AN  
EXCLUSIVE LISTING AGREEMENT WITH ERA FERNANDINA  
BEACH REALTY FOR THE SALE OF TWO CONDOMINIUMS  
OWNED BY KENNETH WAYNE MCLEOD AND  
TO MODIFY SALE PROCEDURES**

Michael I. Goldberg, (the "Receiver") in his capacity as Receiver of Federal Employee Benefits Group, Inc. ("FEBG") and F&S Asset Management Group, Inc. ("FSAMG") (collectively, the "Receivership Entities"), and as curator for the Estate of Kenneth Wayne McLeod, files this motion for authorization to enter into an exclusive listing agreement with ERA Fernandina Beach Realty for the sale of two condominiums owned by Kenneth Wayne McLeod ("McLeod") and to modify the sale procedures. In support of this Motion, the Receiver states as follows:

1. On June 24, 2010, the United States Securities and Exchange Commission ("SEC") initiated these proceedings and, in connection therewith, sought the appointment of a receiver. That same day, the Court entered an Order appointing Michael I. Goldberg as the Receiver for Defendants, FEBG and FSAMG (the "Receivership Order").

2. The Receivership Order authorizes the Receiver to take immediate possession of all property, assets and estates of FEBG and FSAMG. *See* Receivership Order, ¶1. The Receivership Order also directs the Receiver to investigate the manner in which the affairs of FEBG and FSAMG were conducted and institute legal proceedings against any entity which the Receiver may claim has wrongfully, illegally or otherwise improperly misappropriated or transferred money or other proceeds directly or indirectly traceable from investors in FEBG and FSAMG. *See* Receivership Order, ¶2. The Receivership Order also authorizes the Receiver to defend, compromise or settle legal actions. *See* Receivership Order, ¶6.

3. On September 3, 2010, the Receiver was appointed Curator of Kenneth Wayne McLeod's ("McLeod") intestate estate filed in the Probate Division of the Circuit Court in St. Johns County, Florida, File No. CP 10-375.

4. Just prior to the filing of the SEC's complaint, McLeod died from a self-inflicted gunshot wound to the head. The Receiver has learned that McLeod is the title holder of Unit 7 located at 2640 Ocean Cove Drive, Fernandina Beach, Florida ("Unit 7") and Unit 8 at the Ocean Cove Townhomes 2644 Ocean Cove Drive, Fernandina Beach, Florida ("Unit 8" and jointly, the "Condominiums"). The Condominiums are located in a 14 unit building in Nassau County, Florida.

5. A review of the official records of Nassau County reveals that Amelia Development Company, Inc. transferred its interest in Unit 7 to Price-McCleod Holdings, LLC on April 21, 2009.<sup>1</sup> A Corporate Warranty Deed was recorded in the Official Records of Nassau County, Florida on April 24, 2009, Book 1616, Page 858.

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<sup>1</sup> The Warranty Deed incorrectly lists Price-McCleod Holdings, LLC as the Grantee instead of Price-McLeod Holdings, LLC. However, the subsequent transfer of this property on April 2, 2010 (see paragraph 10 below), from Price-McLeod Holdings, LLC aka Price-McCloud Holdings, LLC to McLeod corrects this title defect.

6. On or about December 1, 2009, Amelia Development Company, Inc. sold Unit 8 to Price-McLeod Holdings, LLC for the sum of \$200,000. A copy of the Warranty Deed evidencing the sale was filed in the Official Records of Nassau County on December 9, 2009, Book 1652, Page 1.

7. McLeod and John R. Price were managing members of Price-McLeod Holdings, Inc.

8. The Receiver believes that investor funds were used to purchase the Condominiums.

9. Moreover, upon information and belief, in the months prior to the SEC filing the Complaint, McLeod had been raising cash by offering assets as collateral for loans.

10. On or about April 2, 2010, Price-McLeod Holdings, LLC aka Price-McCloud Holdings, LLC transferred ownership of the Condominiums to McLeod. Warranty Deeds were recorded on April 7, 2010 in the Official Records of Nassau County, Book 1670, Page 1388 and Page 1390, respectively.

11. On April 2, 2010, W.H. Williams and Diane Williams (jointly, "Lender") lent McLeod the principal sum of \$200,000, as evidenced by a Balloon Mortgage Note (the "Note") executed by McLeod in favor of the Lender. The Note required McLeod to make 35 consecutive monthly payments of interest in the sum of \$1,500 and the principal payment of \$200,000, plus interest, due at maturity on May 1, 2013.

12. Payment of the Note is secured by a Balloon Mortgage on the Condominiums, dated April 2, 2010 and recorded on April 7, 2010 in the Official Records of Nassau County, Book 1670, Page 1392.

13. On July 2, 2010, just one week after the appointment of the Receiver, the Lender filed a Complaint against McLeod's Estate to foreclose the Mortgage ("Foreclosure Case"). Upon learning of the Foreclosure Case, the Receiver filed a Suggestion of Receivership in the Foreclosure Case and advised the Lender that Condominiums were assets of the receivership estate.

14. The Lender initially denied that the Receiver was entitled to a stay of the Foreclosure Case. However, the Receiver and the Lender have agreed to resolve their dispute through a private sale of the Condominiums.

15. Accordingly, the Receiver seeks to modify the sale procedures set forth in 18 U.S.C. § 2001 and authorize a private sale of the Condominiums based on the procedures set forth in this motion.

16. The Lender and the Receiver have selected Donnie Fussell ("Broker") with ERA Fernandina Beach Realty ("ERA") to market and sell the Condominiums. Accordingly, the Receiver seeks authority from this court to retain the Broker.

17. The Broker is a seasoned realtor who is familiar with the residential real estate community in Nassau County, Florida. The Broker has 30 years of experience in the real estate business and has resided in the Amelia Island area for more than 35 years. Between 2004 and 2007, the Broker had more than \$10 million in annual sales of residential real estate.

18. In order to preserve costs, the Broker has agreed to reduce his compensation to 5% of the total purchase price of the Condominiums if he procures a buyer, and will offer cooperating brokers 2.5% of the purchase price.

19. The exclusive right of sale by ERA extends for six months from the date the Court approves the Exclusive Right of Sale Listing Agreement ("Listing Agreement"). A true and correct copy of the Listing Agreement is attached hereto as Exhibit 1.

20. According to the records of the Nassau County Property Appraiser, the value of Unit 7 is \$161,500 and the value of Unit 8 is \$161,500, for a total estimated value of \$323,000.

21. Two other units in the building were sold in 2010. In April, Unit 10 sold for \$200,000 and in June, Unit 11 sold for \$207,500. Based on the foregoing, the Receiver estimates that there is between \$100,000 and \$200,000 of equity in the Condominiums after the Lender lien is satisfied.

#### **MEMORANDUM OF LAW**

The district court has broad powers and wide discretion to determine relief in an equity receivership. *SEC v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992). These powers include the authority to approve the sale of property of the Receivership Entities. Clark on Receivers § 482 (3d ed. 1992) (citing *First Nat'l Bank v. Shedd*, 121 U.S. 74, 87, 7 S.Ct. 807, 814, 30 L.Ed. 877 (1887)) (A court of equity having custody and control of property has power to order a sale of the property in its discretion). Moreover, 28 U.S.C. § 2001 provides procedures for the sale of real property under any order or decree of any court of the United States. Section 2001 recommends that property in the possession of a district court-appointed receiver shall be sold at public sale in the district where the receiver was first appointed, at the courthouse of the county where the property is located or as the court directs. *See* 11 U.S.C. § 2001(a).

However, after notice and hearing, the court may order the sale by private sale upon such terms and conditions as the court approves, if it finds that the best interests of the estate will be conserved thereby. The procedures in Section 2001 include: (1) before confirmation of any

private sale, the court shall appoint three disinterested persons to appraise the property; (2) no private sale shall be confirmed at a price less than two-thirds of the appraised value; (3) before confirmation of any private sale, the terms thereof shall be published in such newspaper or newspapers of general circulation as the court directs at least ten days before confirmation; and (4) the private sale shall not be confirmed if a bona fide offer is made, under conditions prescribed by the court, which guarantees at least a 10 percent increase over the price offered in the private sale. *Id.* Moreover, Section 2002 of Title 18 provides that a public sale of realty under any order of any court of the United States shall not be made without notice published once a week for at least four weeks prior to the sale in at least one newspaper regularly issued and of general circulation in the county, state, or judicial district of the United States wherein the realty is situated. *See* 18 U.S.C. § 2002.

Good cause exists for this court to modify the sale procedures. The intent of the statute will be accomplished by the actions of the Broker in marketing the Condominiums for sale. The two sales in 2010 are sufficient evidence of the value of the properties, to serve as a substitute for formal appraisals of the Condominiums. Waiving the requirement for formal appraisals will reduce the costs of the sale and conserve estate resources without impeding the integrity of the sale. Moreover, the exclusivity of the Listing Agreement will expire in six months. In the event the Broker is unsuccessful, the parties can revisit and revise the terms and conditions of the sale. Finally, no sale will be approved without notice to all interested parties and further order of this court. For the foregoing reasons, it is in the best interest of receivership estate to modify the statutory procedures for sale of property

**WHEREFORE** the Receiver respectfully requests that this Court enter an order granting the Receiver authority to enter into an exclusive listing agreement with ERA Fernandina Beach

Realty, to modify the sale procedures, and for such other relief this Court may deem just and proper.

**LOCAL RULE 7.1 CERTIFICATION OF COUNSEL**

Pursuant to Local Rule 7.1, undersigned counsel hereby certifies that the Receiver has conferred with counsel for the SEC, counsel for Susan McLeod, and counsel for both the U.S. Attorney's Office for the Middle District of Florida. Counsel for the SEC and counsel for Susan McLeod have no objection to the relief requested herein. Counsel for the U.S. Attorney's Office has not taken a position on the motion.

Respectfully submitted,

/s/ Joan Levit  
Joan Levit, Esq.  
Florida Bar Number: 987530  
**AKERMAN SENTERFITT**  
*Counsel for the Receiver*  
350 East Las Olas Boulevard, Suite 1600  
Fort Lauderdale, FL 33301  
Phone: (954) 463-2700  
Fax: (954) 463-2224  
Email: joan.levit@akerman.com

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on January 28, 2011, I electronically filed the foregoing document with the Clerk of Court using CM/ECF. I also certify that the foregoing document is being served on this day on all counsel of record or pro se parties identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

/s/ Joan Levit  
Joan Levit, Esq.

**1:10-cv-22078-FAM**

**Notice has been electronically mailed to:**

C. Ian Anderson      andersonci@sec.gov, jacqmeinv@sec.gov, landaul@sec.gov  
Securities & Exchange Commission  
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**Michael Ira Goldberg**  
Akerman Senterfit  
350 E Las Olas Boulevard, Suite 1600  
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954-463-2700  
954-463-2224 (fax)  
michael.goldberg@akerman.com  
representing **Michael I. Goldberg, Receiver**

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**Matthew R. Kachergus**  
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215 Washington Street  
Jacksonville, FL 32202  
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representing **Estate of Kenneth Wayne McLeod**

Mark Devereaux      mark.devereaux@usdoj.gov  
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USAO No. 049  
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Jacksonville, Florida 32202-4270  
904-301-6300  
904-301-6310 (fax)  
representing **United States of America**



**Notice has been mailed to**

Harrison W. Poole, Esq.  
Wesley R. Poole, Esq.  
Poole & Poole, P.A.  
P.O. Box 1280  
Fernandina Beach, Florida 32035  
*Attorneys for W.H. & Diane Williams*

James J. Wich, Esq.  
James J. Wich, P.A.  
Suite 620 – Coastal Tower  
2400 E. Commercial Blvd.  
Ft. Lauderdale, Florida 33308  
*Attorneys for W.H. & Diane Williams*

**EXHIBIT A**

# Exclusive Right of Sale Listing Agreement

FLORIDA ASSOCIATION OF REALTORS®



1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between  
2 Michael J. Goldberg, ES Receiver for FAS Asset Management, Inc. (Seller) and  
3 ERA Fernandina Beach Realty (Broker). *Federal Employee Benefits Group Inc.*

4 1. AUTHORITY TO SELL. PROPERTY: Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property  
5 (collectively "Property") described below, at the price and terms described below, beginning the 6 months from day of  
6 COULT KENNEDY DATE, and terminating at 11:59 p.m. the \_\_\_\_\_ day of \_\_\_\_\_  
7 ("Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this  
8 Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and Broker  
9 acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race,  
10 color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law. Seller  
11 certifies and represents that he/she/it is legally entitled to convey the Property and all improvements.

12 2. DESCRIPTION OF PROPERTY:  
13 (a) Real Property Street Address: Ocean Cove Proportion - See Attached Exhibit A

14 Legal Description: \_\_\_\_\_  
15 \_\_\_\_\_  See Attachment \_\_\_\_\_  
16

17 (b) Personal Property, including appliances: \_\_\_\_\_  
18 \_\_\_\_\_  See Attachment \_\_\_\_\_  
19

20 (c) Occupancy: Property  is  is not currently occupied by a tenant. If occupied, the lease term expires \_\_\_\_\_.

21 3. PRICE AND TERMS: The property is offered for sale on the following terms, or on other terms acceptable to Seller.

22 (a) Price: 189,900.00 for each property

23 (b) Financing Terms:  Cash  Conventional  VA  FHA  Other \_\_\_\_\_  
24  Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ \_\_\_\_\_ with the following terms:

25  Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ \_\_\_\_\_ plus an assumption  
26 fee of \$ \_\_\_\_\_. The mortgage is for a term of \_\_\_\_\_ years beginning in \_\_\_\_\_ at an interest  
27 rate of \_\_\_\_\_ %  fixed  variable (describe) \_\_\_\_\_

28 Lender approval of assumption  is required  is not required  unknown. Notice to Seller: You may remain liable for an  
29 assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your liability.

30 Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will convey the  
31 escrow deposit to the buyer at closing.

32 (c) Seller Expenses: Seller will pay mortgage discount or other closing costs not to exceed \_\_\_\_\_ % of the purchase price;  
33 and any other expenses Seller agrees to pay in connection with a transaction.  
34

35 4. BROKER OBLIGATIONS AND AUTHORITY: Broker agrees to make diligent and continued efforts to sell the Property until  
36 a sales contract is pending on the Property. Seller authorizes Broker to:

37 (a) Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless limited in  
38 (4)(a)(i) or (4)(a)(ii) below.

39 (Seller opt-out)(Check one if applicable)  
40  (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet.

41  (ii) Seller does not authorize Broker to display the Property on the Internet.

42 Seller understands and acknowledges that if Seller selects option (ii), consumers who conduct searches for listings on  
43 the Internet will not see information about the listed property in response to their search.

44 \_\_\_\_\_ initials of Seller.

45 (b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller signs a sales  
46 contract) and use Seller's name in connection with marketing or advertising the Property.

47 (c) Obtain information relating to the present mortgage(s) on the Property.

48 (d) Place the Property in a multiple listing service ("MLS"). Seller authorizes Broker to report to the MLS this listing  
49 information and price, terms and financing information on any resulting sale for use by authorized Board/Association  
50 members, MLS participants and subscribers; and

51 Seller (\_\_\_\_\_) (\_\_\_\_\_) and Broker/Sales Associate (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 4 Pages.

- 52 (e) Provide objective comparative market analysis information to potential buyers; and
- 53 (f) (Check if applicable):  Use a lock box system to show and access the Property. A lock box does not ensure the
- 54 Property's security; Seller is advised to secure or remove valuables. Seller agrees that the lock box is for Seller's benefit and
- 55 releases Broker, persons working through Broker and Broker's local Realtor Board / Association from all liability and
- 56 responsibility in connection with any loss that occurs.  Withhold verbal offers.  Withhold all offers once Seller accepts a
- 57 sales contract for the Property.
- 58 (g) Act as a transaction broker of Seller.
- 59 (h) Virtual Office Websites: Some real estate brokerages offer real estate brokerage services online. These websites are
- 60 referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a
- 61 property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Website
- 62 may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless
- 63 limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.
- 64  Seller does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be
- 65 displayed in immediate conjunction with the listing of this Property.
- 66  Seller does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink
- 67 to such comments or reviews) in immediate conjunction with the listing of this Property.

68 5. SELLER OBLIGATIONS: In consideration of Broker's obligations, Seller agrees to:

- 69 (a) Cooperate with Broker in carrying out the purpose of this Agreement, including referring immediately to Broker all inquiries
- 70 regarding the Property's transfer, whether by purchase or any other means of transfer.
- 71 (b) Provide Broker with keys to the Property and make the Property available for Broker to show during reasonable times.
- 72 (c) Inform Broker prior to leasing, mortgaging or otherwise encumbering the Property.
- 73 (d) Indemnify Broker and hold Broker harmless from losses, damages, costs and expenses of any nature, including attorney's fees,
- 74 and from liability to any person, that Broker incurs because of (1) Seller's negligence, representations, misrepresentations, actions or
- 75 inactions, (2) the use of a lock box, (3) the existence of undisclosed material facts about the Property, or (4) a court or arbitration
- 76 decision that a broker who was not compensated in connection with a transaction is entitled to compensation from Broker. This
- 77 clause will survive Broker's performance and the transfer of title.
- 78 (e) To perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445).
- 79 (f) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable
- 80 or known by the buyer. Seller certifies and represents that Seller knows of no such material facts (local government building code
- 81 violations, unobservable defects, etc.) other than the following:

82 \_\_\_\_\_  
83 Seller will immediately inform Broker of any material facts that arise after signing this Agreement.

- 84 (g) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements and
- 85 other specialized advice.

*and which Buyer closes on the Property*

86 6. COMPENSATION: Seller will compensate Broker as specified below for procuring a buyer who is ready, willing and able to purchase  
87 the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to Seller. Seller will pay  
88 Broker as follows (plus applicable sales tax):

- 89 (a) 5 % of the total purchase price plus \$ \_\_\_\_\_ OR \$ \_\_\_\_\_ no later than
- 90 the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's fee being earned.
- 91 (b) \_\_\_\_\_ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised, Seller
- 92 will pay Broker the paragraph 6(a) fee, less the amount Broker received under this subparagraph.
- 93 (c) \_\_\_\_\_ (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or agreement to lease,
- 94 whichever is soonest. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive right to lease
- 95 the Property
- 96 (d) ~~Broker's fee is due in the following circumstances: (1) if any interest in the Property is transferred, whether by sale, lease,~~
- 97 ~~exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the buyer is secured by Broker,~~
- 98 ~~Seller or any other person. (2) If Seller refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an~~
- 99 ~~executed sales contract or agrees with a buyer to cancel an executed sales contract. (3) If, within 90 days after Termination Date~~
- 100 ~~("Protection Period"), Seller transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom~~
- 101 ~~Seller, Broker or any real estate licensee communicated regarding the Property prior to Termination Date. However, no fee will be~~
- 102 ~~due Broker if the Property is relisted after Termination Date and sold through another broker.~~
- 103 (e) Retained Deposits: As consideration for Broker's services, Broker is entitled to receive 50 % of all deposits that Seller
- 104 retains as liquidated damages for a buyer's default in a transaction, not to exceed the paragraph 6(a) fee.

105 7. COOPERATION AND COMPENSATION WITH OTHER BROKERS: Broker's office policy is to cooperate with all other  
106 brokers except when not in Seller's best interest  and to offer compensation in the amount of 2.5 % of the  
107 purchase price or \$ \_\_\_\_\_ to Buyer's agents, who represent the interest of the buyers, and not the interest of Seller in

108 Seller (\_\_\_\_\_) (\_\_\_\_\_) and Broker/Seller Associate (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 4 Pages.

109 a transaction;  and to offer compensation in the amount of 2.5 % of the purchase price or \$ \_\_\_\_\_ to a broker  
110 who has no brokerage relationship with the Buyer or Seller;  and to offer compensation in the amount of 2.5 % of the  
111 purchase price or \$ \_\_\_\_\_ to Transaction brokers for the Buyer;  None of the above (if this is checked, the Property cannot  
112 be placed in the MLS.)

113 **8. BROKERAGE RELATIONSHIP:** Under this Agreement, Broker will be acting as a transaction broker. Broker will deal  
114 honestly and fairly with Seller, will account for all funds, will use skill, care, and diligence in the transaction, will disclose all  
115 known facts that materially affect the value of the residential property which are not readily observable to the buyer, will present  
116 all offers and counteroffers in a timely manner unless directed otherwise in writing and will have limited confidentiality with Seller  
117 unless waived in writing.

118 **9. CONDITIONAL TERMINATION:** At Seller's request, Broker may agree to conditionally terminate this Agreement. ~~If Broker~~  
119 ~~agrees to conditional termination,~~ Seller must sign a withdrawal agreement, reimburse Broker for all direct expenses incurred  
120 in marketing the Property and pay a cancellation fee of \$ ~~2,000.00~~ ZERO plus applicable sales tax. Broker may void the  
121 conditional termination and Seller will pay the fee stated in paragraph 8(a) less the cancellation fee if Seller transfers or  
122 contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination  
123 to Termination Date and Protection Period, if applicable. *90 days following termination if the property*

124 **10. DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All controversies, claims and other matters  
125 in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first  
126 attempting mediation under the rules of the American Mediation Association or other mediator agreed upon by the parties. If  
127 litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs,  
128 unless the parties agree that disputes will be settled by arbitration as follows: Arbitration: By initialing in the space provided, Seller

129 ( ) ( ) Listing Associate *DF* and Listing Broker *SS* agree that disputes not resolved by mediation will be  
130 settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American  
131 Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the  
132 arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs and expenses, including attorney's  
133 fees, and will equally split the arbitrator's fees and administrative fees of arbitration.

134 **11. MISCELLANEOUS:** This Agreement is binding on Broker's and Seller's heirs, personal representatives, administrators,  
135 successors and assigns. Broker may assign this Agreement to another listing office. This Agreement is the entire agreement  
136 between Broker and Seller. No prior or present agreements or representations shall be binding on Broker or Seller unless  
137 included in this Agreement. Signatures, initials and modifications communicated by facsimile will be considered as originals.  
138 The term "buyer" as used in this Agreement includes buyers, tenants, exchangers, optionees and other categories of potential or  
139 actual transferees.

140 **12. ADDITIONAL TERMS:** SEE ATTACHED  
141 \_\_\_\_\_  
142 \_\_\_\_\_  
143 \_\_\_\_\_  
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155 \_\_\_\_\_  
156 \_\_\_\_\_

157 Seller ( ) ( ) and Broker/Sales Associate *DF* ( ) acknowledge receipt of a copy of this page, which is Page 3 of 4 Pages.

158 Date: 12/22/10 Seller's Signature: [Signature] Tax ID No. \_\_\_\_\_

159 Telephone #'s: Home \_\_\_\_\_ Michael I. Goldberg, as Receiver for F and S Asset Management Group, Inc. and Federal Employee \_\_\_\_\_

160 Address: \_\_\_\_\_ Benefits Group, Inc. Akerman Senterfitt | 350 East Las Olas Boulevard | Suite 1600 Fort Lauderdale, FL 33301

161 Date: \_\_\_\_\_ Seller's: Main: 954.463.2700 | Fax: 954.463.2224

162 Telephone #'s: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

163 Address: \_\_\_\_\_ E-mail: \_\_\_\_\_

164 Date: \_\_\_\_\_ Authorized Listing Associate or Broker: Donnie Fussell

165 Brokerage Firm Name: ERA Fernandina Beach Realty Telephone: 261-4011

166 Address: 2057 South Fletcher Amelia Island FL 32034 753-1292

Copy returned to Comptroller on the \_\_\_\_\_ day of \_\_\_\_\_ by  Personal delivery  mail  E-mail  facsimile.

The Florida Association of REALTORS makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

167 Seller (\_\_\_\_\_) (\_\_\_\_\_) and Broker/Sales Associate (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 4 Pages.

**EXHIBIT "A"**

**ALL OF THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA KNOWN AND DESCRIBED AS FOLLOWS:**

**PARCEL A:**

**CONDOMINIUM UNIT 7 (2540), BUILDING 4, OCEAN COVE TOWNHOMES, A CONDOMINIUM, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF RECORDED IN OFFICIAL RECORDS BOOK 1574 PAGE 348 AND AMENDED BY DOCUMENTS RECORDED IN OFFICIAL RECORDS BOOK 1574 PAGE 704, OFFICIAL RECORDS BOOK 1574 PAGE 864 AND OFFICIAL RECORDS BOOK 1605 PAGE 53 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.**

**PARCEL B:**

**CONDOMINIUM UNIT 8, BUILDING 4, OCEAN COVE TOWNHOMES, A CONDOMINIUM, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF RECORDED IN OFFICIAL RECORDS BOOK 1574 PAGE 348 AND AMENDED BY DOCUMENTS RECORDED IN OFFICIAL RECORDS BOOK 1574 PAGE 704, OFFICIAL RECORDS BOOK 1574 PAGE 864 AND OFFICIAL RECORDS BOOK 1605 PAGE 53 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.**

10-08-035