

ADDENDUM

This is an Addendum to that certain "AS-IS" Residential Contract for Sale and Purchase (the "Contract") by and between 124 PARC MONCEAU, LLC, as "Seller", and DONNA WARD, as "Buyer", pertaining to the "Property" described therein as:

124 Parc Monceau, Palm Beach, Florida 33480

1. The provisions of this Addendum shall control over any conflicting provisions in the Contract.
2. Any changes in the Contract made by Buyer and not specifically initialed by Seller shall be deemed to be rejected by Seller and not binding.
3. Paragraph 1(d) and 1(e) of the Contract are hereby modified to provide that only furnishings and personal property that were at the Property before Seller first took possession of the Property in October 2013 and currently remain on the Property as of the date of the Contract are included in the purchase and sale of the Property, and Seller may remove all other items from the Property prior to closing. Seller will furnish to Buyer within seven days of the Effective Date an inventory of the items that are included in the said purchase and sale.
4. Paragraph 2(a) of the Contract is hereby amended to change the name and address of the Escrow Agent to Horizon Title Services, Inc. (Nan B. Bolz, Esq.), 5 Harvard Circle, Suite 100, West Palm Beach, Florida 33409.
5. Paragraph 3 of the Contract is modified to change the closing date to on or before April 28, 2016.
6. Paragraph 9(f) of the Contract is modified to provide that if any special assessments are payable in installments, Seller shall pay installments due prior to closing and Buyer shall pay installments due after closing.
7. Buyer hereby waives any right to the inspections and to terminate the Contract as provided for in Paragraph 12(a) of the Contract, and agrees to purchase the Property "As-Is" as provided in said Paragraph 12(a).
8. Paragraph 12(c) is modified to provide that Seller shall only be responsible for closing any open permits on the Property that were obtained by or on behalf of Seller during Seller's ownership of the Property, and Seller shall not be responsible for any other open permits.
9. Paragraph 16 of the Contract is hereby deleted in its entirety. The first sentence of Paragraph 17 of the Contract is hereby deleted in its entirety.

10. Paragraph 18G is modified so that notwithstanding the provisions thereof to the contrary, in no event shall any Force Majeure event be deemed to excuse Buyer's failure to make timely payment of any amount as, when and to whom required under the Contract.

11. The Escrow Agreement on Interest Bearing Accounts by Seller and Buyer pursuant to which, among other things, the \$500,000 deposit pursuant to Paragraph 2(a) of the Contract (the "Deposit") was to be placed in escrow in an account of Lawrence A. Moens Associates, Inc. at Sabadell Bank & Trust is hereby canceled and deemed null and void ab initio.

12. The Deposit shall be nonrefundable to Buyer. The Deposit shall be released from escrow and shall be delivered by the Escrow Agent to Seller promptly upon receipt from Seller of a written instruction that either of the following has occurred: (a) the sale and purchase of the Property under the Contract has closed, or (b) Buyer has failed, neglected, refused or is unable to perform any of Buyer's obligations under the Contract within the time specified therein. Without any instruction, confirmation, consent or approval of Buyer, the Escrow Agent shall be obligated to release the Deposit to Seller upon receipt of a written instruction from Seller stating that either of the foregoing events has occurred. The Escrow Agent shall have no liability to Buyer for compliance with such written instruction from Seller, and Buyer shall indemnify and hold harmless the Escrow Agent for any claim, demand, liability, costs, fees or expenses (including, without limitation, reasonable attorneys fees, costs and disbursements) arising from, relating to or connected with the Escrow Agent's release of the Deposit to Seller upon receipt of such written instructions from Seller.

IN WITNESS WHEREOF, Buyer and Seller have executed this Addendum to the Contract on the date set forth opposite each of their respective signatures below.

SELLER:

BUYER:

Dated: March 9, 2016

Dated: March __, 2016

124 PARC MONCEAU, LLC
a Florida limited liability company

By: _____
Darren K. Indyke, Manager

DONNA WARD