

Addendum to Contract for Residential Sale and Purchase



1 If initialed by all parties, the terms below will be incorporated into the Contract for Residential Sale and Purchase
 2* between Luciano Davaro Esteban Davaro ("Seller")
 3* and _____ ("Buyer")
 4* concerning the Property described as 3530 Mystic Pointe Dr #808, Aventura, FL 33180
 5* _____

6*  -  (____) (____) **I. Foreign Investment in Real Property Tax Act ("FIRPTA"):** If a seller of
 7 **U.S. real property** is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code")
 8 requires buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit
 9 the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or
 10 the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.
 11 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person." Seller
 12 can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties
 13 of perjury, stating that the Seller is not a foreign person and containing Seller's name, U.S. taxpayer
 14 identification number and home address (or office address, in the case of an entity), as provided for in 26
 15 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by the
 16 Seller on the transfer and timely remit said funds to the IRS.
 17 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for
 18 reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer
 19 shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.
 20 (iii) If prior to Closing Seller has submitted a completed transaction to the IRS for a Withholding Certificate and
 21 has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate
 22 has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount
 23 realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS
 24 or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant
 25 to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding
 26 Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon
 27 terms set forth in the escrow agreement.
 28 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
 29 transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the
 30 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
 31 disbursement in accordance with the final determination of the IRS, as applicable.
 32 (v) Upon remitting funds to the IRS pursuant to this Addendum, Buyer shall provide Seller copies of IRS Forms
 33 8288 and 8288-A, as filed.