

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT is made and entered into as of this ____ day of June, 2018 (“Agreement”) by and between the **Delray Beach Community Redevelopment Agency, a Florida public body corporate and politic created pursuant to Section 163.356 F.S.**, whose post office address is 20 North Swinton Avenue, Delray Beach, Florida 33444 (hereinafter referred to as "PURCHASER") and **98 NW 5th Ave LLC, a Florida limited liability company**, whose post office address is 40 SE 5th Street, #502, Boca Raton, FL 33432 (hereinafter referred to as "SELLER").

WITNESSETH

In consideration of the mutual agreements and upon and subject to the terms and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement for Purchase and Sale shall have the following meanings:

1.1 **Property.** That certain property located at 98 NW 5th Avenue, Delray Beach, Florida 33444, together with a building thereon and attached personal property (collectively the “Property”) which Property is more particularly described with the legal description in **Exhibit "A,"** attached hereto and made a part hereof.

1.2 **Closing.** The delivery of a General Warranty Deed to PURCHASER concurrently with the delivery of the purchase price and other cash consideration to SELLER.

1.3 **Closing Date.** The Closing Date shall occur on or before Fifteen (15) days after the expiration of the Inspection Period.

1.4 **Deed.** A General Warranty Deed, in its statutory form, which shall convey the Property from SELLER to PURCHASER.

1.5 **Earnest Money.** The sum of One Thousand and 00/100 (\$1,000.00) Dollars has been delivered from PURCHASER to Escrow Agent pursuant to Section 2.1 set forth herein.

1.6 Effective Date. The Effective Date of this Agreement shall be the date upon its execution by all parties to this Agreement: SELLER, PURCHASER and the Escrow Agent and delivery of the fully executed agreement by the last person to execute same.

1.7 SELLER'S Address. Seller's mailing address is 40 SE 5th Street, #502, Boca Raton, Florida 33432.

1.8 PURCHASER'S Address. Purchaser's mailing address is 20 North Swinton Avenue, Delray Beach, Florida 33444, with copy to Goren, Cherof, Doody & Ezrol, P.A., Attn: Donald J. Doody, Esq., at 3099 East Commercial Boulevard, Suite 200, Fort Lauderdale, Florida 33308.

1.9 Other Definitions. The terms defined in any part of this Agreement shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Agreement, the terms "herein", "hereof" and the like refer to this Agreement in its entirety and not to any specific section or subsection.

2. PURCHASE PRICE.

Subject to the provisions of this Agreement, the SELLER hereby agrees to sell to PURCHASER, and PURCHASER hereby agrees to purchase from SELLER, the Property previously identified on **Exhibit "A"** for the total Purchase Price of One Million Four Hundred Thousand Dollars and 00/100 (\$1,400,000.00) and upon and subject to the terms and conditions hereinafter set forth.

2.1 Earnest Money. Concurrently with the execution of this Agreement, PURCHASER shall deposit and cause to be placed in an escrow account maintained by Goren, Cherof, Doody & Ezrol, P.A. ("Escrow Agent") in the amount of One Thousand (\$1,000.00) Dollars ("Earnest Money").

Purchaser's obligation to close the transaction in accordance with provisions of this Agreement is contingent upon the SELLER'S ability to deliver good and marketable title for the Property in accordance herewith. Should the SELLER default hereunder, the PURCHASER shall be entitled to an immediate refund of the entire sum of the Earnest Money

held by the Escrow Agent. At Closing, a copy of the closing statement signed by both parties hereto shall be conclusive evidence of the SELLER'S right to receive the Earnest Money deposit.

2.2 Balance of Purchase Price. PURCHASER shall pay the balance of the Purchase Price to SELLER at Closing pursuant to the terms of this Agreement by wire transfer of readily negotiable funds to an account identified in writing by SELLER.

2.3 To the extent the below items are in the possession of Seller, the Purchase includes:

(a) All buildings and improvements located on the Property;

(b) All right-of-ways, alleys, waters, privileges, easements and appurtenances which are on or benefit all the Property;

(c) All right, title and interest, if any, of SELLER in any real property lying in the bed of any public or private street or highway, opened or proposed, in front any of the adjoining Property to the center line thereof. The sale also includes any right of SELLER to any unpaid award to which SELLER may be entitled: (1) due to taking by condemnation of any right, title or interest of SELLER and (2) for any damage to the Land due to change of grade of any street or highway. SELLER will deliver to PURCHASER at closing, or thereafter on demand, proper instruments for the conveyance of title and the assignment and collection of award and damages;

(d) All fixtures and articles of personal property, if any, attached to or used in connection with the Property as more particularly identified on **Exhibit "B" (personal property)** as provided by SELLER, which is attached hereto and made a part hereof. SELLER represents that such fixtures and articles are paid for and are owned by SELLER free and clear of any lien or encumbrance.

(e) To the extent transferable, all licenses, permits, contracts and leases, if applicable, with respect to the Property.

(f) All rights under assignable licenses, permits, variances, approvals and similar authorizations with respect to or affecting the Property and Personal Property (collectively, "Permits"), it being understood that PURCHASER may decide not

to accept an assignment of any one or more of the Permits, and that SELLER shall be required to obtain any necessary consents to the assignment of any Permit;

(g) All right, title and interest under all leases affecting the Property (collectively, "Leases");

(h) All rights under assignable plans, specifications, drawings, contracts, agreements, warranties, sales agreements, development agreements, construction agreements, maintenance agreements, management agreements, employment agreements, service agreements, advertising agreements and marketing agreements with respect to the Property (collectively, "Contracts"), it being understood that PURCHASER may decide not to accept an assignment of any one or more of the Contracts, and that SELLER shall be required to obtain any necessary consents to the assignment of any Contract;

(i) All rights, if any, with respect to the development of the Property;

3. INSPECTIONS.

3.1 PURCHASER shall have forty-five (45) days commencing on the Effective Date ("Inspection Period") within which to conduct due diligence investigations, inspections and reviews of the Property and Personal Property at PURCHASER'S sole cost and expense, the scope of which PURCHASER shall determine, provided that PURCHASER shall conduct its due diligence in a manner that will, as far as reasonable practicable, cause minimal disruption to the SELLER'S business operations. PURCHASER shall have reasonable access to the Property during the Inspection Period after providing reasonable notice to SELLER. PURCHASER'S obligations hereunder are contingent upon PURCHASER satisfying itself during the Inspection Period (in its sole and absolute discretion) that the Property and the Personal Property are acceptable to PURCHASER, including (without limitation) that (i) all of the information respecting the Property is true, complete, accurate and acceptable to PURCHASER, (ii) the Property and PURCHASER'S intended use thereof complies with all federal, state and municipal statutes, laws, codes, rules, ordinances, regulations, orders, certificates, approvals, permits and variances, including zoning, building, fire, health and safety laws and including the Americans with Disabilities

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Act, (iii) the Property is free of any existing or potential environmental defect or contamination, (iv) all improvements on the Property are structurally sound and all mechanical systems serving such improvements are in good working order. (v) the investigations, inspections and reviews of the Property and Personal Property by PURCHASER are acceptable to PURCHASER, in PURCHASER's sole and absolute discretion. PURCHASER may obtain, at its sole cost and expense, a Phase I environmental audit on the Property, and otherwise inspect the Property and the Personal Property to conduct its due diligence review thereof. PURCHASER may also obtain a Phase II environmental audit on the Property at its sole cost and expense and if deemed necessary at its discretion, a Phase II Environmental Audit for which it will be granted an additional sixty (60) days for inspections. PURCHASER and its agents, contractors and employees shall be provided with reasonable access to every part of the Property and Personal Property (and all records and other information related to the Property and Personal Property shall be made available to, or shall be provided to, PURCHASER during the Inspection Period). In addition, SELLER shall provide to PURCHASER documents to the extent said documents exist and are readily available pertaining to the Property and Personal Property including, but not limited to, all site plans, plans and specifications for any development of or construction on the Property, all information and documentation regarding the environmental status of the Property (such as Phase I and Phase II environmental reports), title insurance policies/commitments, surveys, easements, rights of way, construction drawings, blue prints, soil tests/reports, permits, approvals, architectural plans, engineer's drawings, structural reports, licenses, permits, tax assessments, tax receipts, notices of special assessment, notices of sewer fees, notices of water fees, restrictive covenants, variances, rezoning petitions/approvals, engineering plans, service contracts, leases, contracts, agreements, occupancy agreements, rental agreements, developer agreements, pro forma operating statements, sales tax reports, insurance policies, notices and correspondence from any local, state or federal governmental agency or authority, pleadings, notices of pendency, notices and correspondence from insurers, correspondence relating to any pending or threatened litigation or proceeding affecting SELLER or the Property, and any other such document SELLER may have in its possession related to the Property (collectively, "Property

Information”). PURCHASER agrees to provide SELLER with all results, written or otherwise, of the inspections or investigations conducted by PURCHASER relating to the Property. It is agreed and acknowledged that nothing hereinabove shall constitute a warranty or representation of PURCHASER.

3.2 PURCHASER’S obligations hereunder are expressly contingent upon (a) the SELLER’S ability to deliver to PURCHASER and the delivery to PURCHASER of (i) good, marketable and insurable fee simple title to the Property, free and clear of liens, encumbrances and restrictions and (ii) good and lien-free title to the Personal Property; (b) SELLER furnishing PURCHASER with all necessary approvals, including without limitation, approvals of the SELLER’s shareholders and directors, authorizing the transaction contemplated hereby; (c) SELLER furnishing PURCHASER, prior to the end of the Inspection Period, with copies of all permanent and unconditional certificates of occupancy acceptable to PURCHASER evidencing that all buildings, improvements and construction on the Sites have been fully completed in accordance with all laws, statutes, codes, ordinances, rules and regulations; (d) SELLER furnishing PURCHASER with estoppel certificates acceptable to PURCHASER from all tenants referred to in Section 11 hereof; (e) the satisfaction, discharge and/or release of the Financing Liens of record,

4. SELLER'S REPRESENTATIONS.

To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of SELLER’S knowledge, in all material respects and except as otherwise provided in this Agreement (i) are now true, and (ii) shall be true as of the date of the Closing unless SELLER receives information to the contrary, and (iii) shall survive the Closing. In that event, PURCHASER shall be provided immediate notice as to the change to the following representations:

4.1 At all times from the Effective Date until prior to Closing, SELLER shall keep the Property (whether before or after the date of Closing) free and clear of any mechanic's or materialmen's liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing, and SELLER shall indemnify, defend and hold PURCHASER harmless from and against all expense and liability in connection therewith

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(including, without limitation, court costs and reasonable attorney's fees).

4.2 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Land.

4.3 With the exception of any approvals which may be necessary by the City of Delray Beach or its agencies, SELLER has full power and authority to enter into this Agreement and to assume and perform SELLER'S obligations hereunder in this Agreement. SELLER does not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the SELLER by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party of which is or purports to be binding upon the SELLER or which affects the SELLER.

4.4 SELLER represents that SELLER will not, between the date of this Agreement and the Closing, without PURCHASER'S prior written consent, which consent shall not be unreasonably withheld or delayed, except in the ordinary course of business, create by SELLER'S consent to any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.

4.5 SELLER represents that there are a number of parties other than SELLER in possession of the Property or any portion of the Property as lessees.

4.6 SELLER shall not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. SELLER shall use SELLER'S best efforts to maintain the Property in its present condition so as to ensure that it

shall remain substantially in the same condition from the conclusion of the forty five (45) day Inspection Period to the Closing Date.

4.7 To the best of SELLER's knowledge, Hazardous Materials (as defined below) are not present at, in, on or under the Property, any Site, or any part thereof. The Seller has not received any notice of or information reflecting any violation of Environmental Laws (as defined below) related to the Property or any Site (or any portion thereof) or the presence or release of Hazardous Materials on or from the Property or any Site (or any portion thereof). No clean up, investigation, remediation, administrative order, consent order, agreement or settlement is in existence with respect to the Property to the knowledge of SELLER, is any such investigation, remediation, administrative order, consent order, agreement or settlement threatened, planned or anticipated. The SELLER has not engaged in or permitted any release, spill, generation, disposal, storage, or handling of any Hazardous Materials on the Property, any Site, or any part thereof. There are no underground storage tanks located on, in, or under the Property or any Site. The term "Environmental Law or Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Appendix 1801, et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. 9601, et. seq.), and the Toxic Substances Control Act, as amended (15 U.S.C. 2601, et. seq.) and all other federal laws and regulations governing the environment, including laws relating to petroleum and petroleum products, together with their implementing guidelines, and all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws and regulations recited above or that purport to regulate Hazardous Materials. The term "Hazardous Materials" means, without limitation, any substance, material, waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law, including without limitation, flammable, explosive or radioactive material, lead paint, asbestos, PCBs, urea formaldehyde, medical waste, radioactive waste, mold, petroleum and petroleum products or constituents, methane and any other toxic or hazardous material. SELLER will give immediate oral and written notice to PURCHASER of SELLER's receipt of any written notice involving a violation threat of

violation or suspected violation of any Environmental Law. Seller has no knowledge of any tenant or occupant at the Property who is storing any Hazardous Materials at the Property.

4.8 To the best of SELLER's knowledge, the Property or the use or operation thereof, does not violate (i) any law, statute, ordinance, rule, code, regulation or order (including but not limited to zoning ordinances, building codes or Environmental Laws, as hereinafter defined) or (ii) any covenant, easement, right of way or restriction affecting all or any portion of the Property. The SELLER has not received any notice of any such violation; nor has any investigation been commenced or, to the knowledge of SELLER, has any investigation been contemplated respecting any such past, present, or future violation. No inspection has been commenced and, to the knowledge of SELLER, no inspection has been threatened.

4.9 SELLER has received any notice of, nor is there pending, any condemnation proceeding (or transfer in lieu thereof) or foreclosure proceeding or transfer in lieu thereof affecting the Property or any part thereof; to the knowledge of SELLER, no such proceedings are anticipated, planned or threatened.

4.10 SELLER has not received any notice of, nor is there pending, any litigation, claim, action or proceeding against SELLER, or involving any Lease, the Property or the Personal Property; to the knowledge of SELLER, no such litigation, claim, action or proceeding is anticipated, planned or threatened.

4.11 SELLER is a duly organized, validly existing corporation and in good standing under the laws of the State of Florida. SELLER has full power and authority to own, operate and lease the Property as presently and heretofore owned and operated and to carry on its business as now and heretofore conducted.

4.12 SELLER is not a foreign entity under the Foreign Investment Real Property Tax Act ("FIRPTA").

4.13 There are no leases, tenancies or occupancies affecting the Property except the Leases. There are no commercial leases (such as billboard, cell tower, retail or office) or residential leases affecting the Property. There is no person residing on any part of the Property.

4.14 To the best of SELLER's knowledge, there are no latent defects affecting the Property or the Personal Property; nor is there a cemetery or burial grounds on the Property. To the best of SELLER's knowledge, no portion of the Property is a historical landmark or archeologically significant. To the best of SELLER's knowledge, there is no termite (or other insect) infestation of any kind at the Property or any portion thereof. There are no pending or, to the best of SELLER's knowledge, contemplated, planned, anticipated or threatened any tax assessment (other than normal property tax assessments), special assessment or reduction proceedings related to the Property or the Personal Property or any part thereof. Pursuant to Florida Statute 125.69, PURCHASER hereby discloses that there is certain code enforcement activity and/or citations which are pending or may have been issued pertaining to the Property.

5. **EVIDENCE OF TITLE.**

5.1 Title to the Property. SELLER shall convey to PURCHASER at Closing, good and insurable fee simple title to the Property, and shall convey lien free title to the Personal Property. On the Closing Date, SELLER shall deliver to PURCHASER, the following:

(a) General Warranty Deed, (which shall contain the legal descriptions set forth in PURCHASER's final title insurance commitments and pro forma policies, and shown on the surveys obtained by PURCHASER, and which shall include all rights under beneficial easements).

(b) A Bill of Sale.

(c) Assignment and Assumption Agreement (to be executed by both SELLER and PURCHASER), pursuant to which Seller shall assign to PURCHASER all of its rights under all Permits, Leases and Contracts to be assigned to PURCHASER in accordance with the terms hereof, which Assignment and Assumption Agreement shall provide that SELLER shall indemnify, defend and shall hold PURCHASER harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees, disbursements, court costs and costs of appeal) arising out of obligations of the SELLER under the Permits, Leases and Contracts that accrued prior to the date that PURCHASER acquires title to the Property and arising out of SELLER's acts or omissions.

(d) Certificates and Indemnities regarding sales tax, use tax and brokers' commissions. SELLER and PURCHASER agree that PURCHASER will not inherit or assume any sales or use tax liability involving the SELLER or any tenant, as a result of unpaid sales and/or use tax obligations.

(e) Then current Rent Rolls certified as true and correct in all material respects, along with a schedule of prepaid rents, delinquent rents and security deposits for the Property as of the Closing Date.

(f) Evidence of the existence, authority and good standing of the SELLER, including but not limited to their Organizational Documents (and all amendments), current good standing certificates, consents or resolutions of the SELLER'S shareholders and directors authorizing the transaction contemplated hereby, current incumbency certificates, and such other documentation as may be reasonably required by the Escrow Agent and/or PURCHASER's counsel. SELLER shall furnish PURCHASER with copies of all of the aforementioned documentation for review prior to Closing.

(g) An affidavit with respect to compliance with FIRPTA, and all certificates, affidavits and indemnities required by the Escrow Agent, including but not limited to a title affidavits and gap indemnities.

(h) Possession of the Property free and clear of all parties in possession except tenants under the Leases, and all keys, codes and other security and mechanical devices for the Property, including a listing and labeling thereof.

(i) Proof of payment of all sales tax, use tax, real property taxes, assessments, water bills and other taxes or fees pertaining to the Property, Personal Property and/or the business conducted on the Property. SELLER shall pay all such taxes and fees prior to Closing.

(j) Closing Statement to be prepared by counsel for the PURCHASER and executed by SELLER and PURCHASER

5.2 To the extent any of the following are in the possession of the SELLER, SELLER shall furnish PURCHASER within five (5) days following the full execution hereof with copies of all existing title insurance policies, title commitments, title searches, title abstracts and surveys relating to the Property within SELLER's possession or control. PURCHASER shall, within fifteen (15) days of the commencement of the Inspection Period, secure a title insurance commitment issued by a title insurance underwriter approved and selected by PURCHASER for the Property insuring PURCHASER'S title to the Property subject only to those exceptions set forth in the commitment. The costs and expenses relative to the issuance of a title commitment and an owner's title policy shall be borne by the PURCHASER.

PURCHASER shall have fifteen (15) days from the date of receiving said commitment to examine the title commitment. If PURCHASER objects to any exception to title as shown in the title commitment, PURCHASER, prior to ten (10) days of expiration of the Inspection Period, shall notify SELLER in writing specifying the specific exception(s) to which it objects. Any objection(s) of which PURCHASER has so notified SELLER, and which SELLER chooses to cure, shall be cured by SELLER so as to enable the removal of said objection(s) from the title commitment within ten (10) days after PURCHASER has provided notice to SELLER. Within five (5) days after the expiration of SELLER'S time to cure any objection, SELLER shall send to PURCHASER a notice in writing (a "cure notice")

stating either (1) that the objection has been cured and in such case enclosing evidence of such cure, or (ii) that SELLER is either unable to cure or has chosen not to cure such objection. If SELLER shall be unable or unwilling to cure all objections within the time period set forth in the preceding sentence, then PURCHASER may (a) terminate this Agreement by written notice to the SELLER within five (5) days after receipt of a cure notice specifying an uncured objection, in which event all instruments and monies held by the Escrow Agent shall be immediately returned to PURCHASER; or (b) accept such title as Seller is able to convey with a reduction or abatement of the Purchase Price.

5.3. Survey and Legal Description. Within ten (10) days of the commencement of the Inspection Period, PURCHASER at PURCHASER'S own expense shall order: (i) a survey prepared by a registered land surveyor or engineer licensed in the State of Florida showing the boundaries of the land, and the location of any easements thereon and certifying the number of acres (to the nearest one thousandth acre) of land contained in the Property, all buildings, improvements and encroachments; and (ii) a correct legal description of the Property which, upon approval thereof by PURCHASER and SELLER (not to be unreasonably withheld), shall be the legal description used in the deed of conveyance. The survey and legal description shall be prepared and certified by a surveyor licensed and registered in the State of Florida and shall comply with the requirements of the survey map established in connection with the issuance of an owner's title insurance policy on the Land. The survey shall be certified to PURCHASER and the title insurance company issuing the title insurance.

In the event the survey shows any material encroachments, strips, gores, or any portion of the land non-contiguous to any other portion of the Property or any other matter materially affecting the intended use of the Property or marketability of title to the Property (any such matter is herein called a "survey objection" and treated as a title defect), PURCHASER shall have a period of thirty (30) days after receipt of the survey by PURCHASER within which to approve or disapprove any survey objection and to give notice to SELLER of any disapproval thereof indicating in reasonable detail the nature and reasons for PURCHASER'S objection. PURCHASER agrees that it will not arbitrarily or unreasonably withhold its approval of any

such survey objection and that PURCHASER will attempt to approve any such survey objection which does not affect the marketability of title or materially interfere with PURCHASER'S use of the Property. In the event PURCHASER provides a notice of disapproval of a survey objection to SELLER, the rights and obligations of the parties respecting such survey objections shall be governed by Section 5.2 hereof such that the parties shall have the same rights and objections as though such survey objection objected to was a new exception to title which was discovered and objected to within the contemplation of Section 5.2.

5.4 While this Agreement is in effect, the SELLER shall continue to operate the Property in the ordinary course of business and in a commercially reasonable manner through the Closing Date, consistent with past practices. The Personal Property shall not be depleted except in the ordinary course of business, consistent with commercially reasonable past practice. There shall be no material change in the business conducted on the Property between the date hereof and the Closing Date. No new leases or amendments to existing leases shall be entered into without the approval of the PURCHASER.

5.5 From and after the execution of this Agreement, the SELLER shall not, without PURCHASER'S prior written consent, create any encumbrance on the Property. For purposes of this provision the term "encumbrance" shall include (without limitation) any lien, claim, option, right of first refusal, encroachment, right-of-way, lease, easement, covenant, condition, restriction, mortgage, deed or trust, assignment of rents, judgment or mechanic's lien.

5.6 The SELLER shall not apply for any variance, permit, approval, or a change of the present zoning classification of the Property (or any portion thereof) without PURCHASER'S prior written consent. SELLER shall be responsible for complying with all subdivision regulations and requirements applicable to the transfer of the Property to PURCHASER.

6. PURCHASER'S REPRESENTATIONS.

PURCHASER hereby represents and warrants to the best of PURCHASER'S knowledge that all of the following are true and correct:

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- (a) PURCHASER has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.
- (b) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the PURCHASER do not and will not violate the corporate or organizational documents of PURCHASER and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the PURCHASER is a party.
- (c) No action by any federal, state, municipal or other governmental department, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon PURCHASER in accordance with its terms and conditions.

All of the representations, warranties and covenants of PURCHASER contained in this Agreement or in any other document, delivered to SELLER in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time.

7. CONDITIONS PRECEDENT TO CLOSING.

Each of the following events or occurrences (“Conditions Precedents”) shall be a condition precedent to PURCHASER'S obligation to close this transaction:

- (a) That the PURCHASER has not notified the SELLER that it has deemed the property to be unsuitable for its intended purpose as a result of the Investigations conducted on the Property during the Inspection Period.
- (b) SELLER has performed all covenants, agreements and obligations, and complied with all conditions required by this Agreement to convey clear and marketable title of the Property to PURCHASER, prior to closing.

- (c) Approval of this Agreement by the Delray Beach Community Redevelopment Agency on or before June 11, 2018.
- (d) There shall not have occurred (i) a national emergency, act of God (such as a flood, earthquake or hurricane), act of terrorism or war that has a material adverse effect on the Property.

8. RISK OF LOSS.

Risk of loss or damage from fire, other casualty, or both, is assumed by SELLER until the deed described in Paragraph 5.1 hereof is delivered by SELLER to PURCHASER. In the event any portion of the Property is destroyed, rendered unleaseable or dysfunctional by fire or other casualty then the following shall apply:

(a) If the cost to repair the damage to the Property, as determined by the insurance adjuster, is not more than \$10,000, PURCHASER shall complete the transaction hereunder and all insurance proceeds (including property/casualty, rent loss and business interruption) shall be assigned to and paid to PURCHASER. In the event of damage, SELLER shall pay to PURCHASER on the Closing Date the full amount of any deductible under SELLER'S fire and extended coverage insurance policy, or PURCHASER shall be given a credit therefor at Closing. PURCHASER shall also be given a credit at Closing in an amount equal to any uninsured loss.

(b) If the cost to repair the damage to the Property, as determined by the insurance adjuster, is more than \$10,000, PURCHASER shall have the option to (i) complete the transaction hereunder and collect all insurance proceeds (including property/casualty, rent loss and business interruption) or (ii) terminate this Agreement by providing written notice to SELLER. If PURCHASER chooses to complete this transaction, SELLER shall also pay to PURCHASER on the Closing Date the full amount of any deductible under the applicable Company's fire and extended coverage insurance policy, or PURCHASER shall be given a credit therefor at Closing. PURCHASER shall also be given a credit at Closing in an amount equal to any uninsured loss. Upon PURCHASER'S submission of a

written termination notice pursuant to Section 5.2, the Escrow Agent shall immediately return the Earnest Money, plus all interest thereon, to PURCHASER without the need for obtaining any further consent or instruction from SELLER.

(c) In the event the Property, or any portion thereof, is condemned by any governmental authority under its power of eminent domain or becomes the subject of a notice of condemnation, prior to Closing, PURCHASER may elect to terminate this Agreement, in which event the entire deposit and interest shall be returned to PURCHASER and neither party shall have any further claim against the other, or PURCHASER may elect to complete settlement hereunder, in which event SELLER shall assign to PURCHASER all of SELLER'S right, title and interest in and to any condemnation awards, whether pending or already paid applicable to the loss of the real property and the improvements located thereon, and there shall be no adjustment to the Purchase Price.

9. CLOSING DOCUMENTS.

At closing, SELLER shall deliver to PURCHASER a General Warranty Deed, Bill of Sale, if applicable, No Lien/Gap Affidavit, Non-Foreign Certification in accordance with Section 1445 of the Internal Revenue Code, Assignment and Assumption Agreement, and any other documents as listed as title requirements in Schedule B-I of the Title Commitment to assure the conveyance of good and marketable fee simple title of the Property to the PURCHASER.

10. CLOSING COSTS, TAXES AND PRORATIONS.

10.1 Ad Valorem Taxes. PURCHASER and SELLER shall comply with Section 196.295, Florida Statutes, with respect to the payment of prorated ad valorem taxes for the year of closing into escrow with the Palm Beach County Tax Collector's Office. In the event that, following the Closing, the actual amount of assessed real property tax on the Property for the current year is higher than any estimate of such tax used for purposes of the Closing, the parties shall re-prorate any amounts paid or credited based on such estimate as if paid in November. This shall survive the Closing.

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10.2 Seller's Closing Costs. SELLER shall pay for the following items prior to or at the time of closing:

- a) Cost and expense related to updating the title and providing marketable title as provided herein, and
- b) Documentary Stamps on the deed as provided under Chapter 201, Florida Statutes.

10.3 Purchaser's Closing Costs. PURCHASER shall pay for the following items prior to or at the time of Closing:

- a) Costs associated to appraisals, survey, environmental reports (phase I and phase II) and;
- b) Recording fees of the Warranty Deed, Mortgage, if any, and any other instrument as required to be recorded in the Public Records and;
- c) Owner's title insurance policy.

11. LEASES, SECURITY DEPOSITS, UTILITIES

SELLER shall make available for inspection and copying by PURCHASER, at PURCHASER'S expense, all Leases, occupancy agreements and rental agreements affecting the Property. All written Leases, and all unwritten Leases, shall be identified in a schedule to be provided by SELLER to PURCHASER. Such schedule shall list the name, unit number, unit size, lease term and monthly rent of each tenant. At the Closing, SELLER shall turn over to PURCHASER all keys, security deposits (if any) unless credited on the closing statement, and all original Leases. Immediately after the Closing, PURCHASER may notify each and every tenant in writing that the new owner of the Property is PURCHASER and that each tenant must attorn to PURCHASER and forthwith deliver all rent to PURCHASER. SELLER shall cooperate if requested by PURCHASER, including the furnishing and/or posting of written notices to tenants, as requested by PURCHASER.

12. CLOSING DATE AND PLACE.

The Closing will take place on or before the expiration of fifteen (15) days subsequent to the expiration date of the Inspection Period at the law offices of Goren, Cherof, Doody &

Ezrol, P.A located at 3099 East Commercial Blvd., Suite 200, Fort Lauderdale, Florida 33308.

13. DEFAULT.

In the event of a default by SELLER, PURCHASER shall have the election of the following remedies, which shall include the return of the earnest money, and accrued interest as liquidated damages or equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or injunctive relief.

If the PURCHASER shall fail or refuse to consummate the transaction in accordance with the terms and provisions of this Agreement, all monies on deposit and interest earned on the deposit shall be immediately forfeited to SELLER as agreed upon liquidated damages and PURCHASER shall have no other responsibility or liability of any kind to SELLER by virtue of such default. SELLER'S sole and entire remedy shall be restricted to retention of the deposit plus all accrued interest.

14. CONTINGENCIES. PURCHASER'S obligations under the Agreement is contingent upon the following:

(a) That the PURCHASER is fully satisfied with its due diligence investigation conducted during the investigation period.

(b) The conveyance of clear and marketable title to the property.

(c) That the environmental audit is satisfactory and acceptable to PURCHASER.

(d) The Delray Beach Community Redevelopment Agency approves and authorizes the transaction.

(e) Two (2) appraisals of the Property, acceptable by the Delray Beach Community Redevelopment Agency, that indicates an appraised value equal to or above the Purchase Price. In the event the appraised value is LESS than the Purchase Price, then in that event the PURCHASER shall be afforded the right to seek a reduction in the Purchase Price by providing written notice to the SELLER. SELLER shall have ten (10) calendar days to accept (Acceptance Period) the reduced Purchase Price. Upon expiration of the ten (10) day Acceptance Period, should SELLER refuse to reduce the Purchase Price to the appraised value of the Property, PURCHASER may elect to close in accordance with the terms set forth in this Agreement or terminate the Agreement and immediately have all earnest monies returned to it

and this Agreement shall be deemed null and void.

15. REAL ESTATE COMMISSION.

SELLER hereby represents and warrants to PURCHASER that SELLER has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. SELLER hereby indemnifies PURCHASER and agrees to hold PURCHASER free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' fees and costs of litigation both prior to and on appeal, which PURCHASER shall ever suffer or incur because of any claim by any agent, broker or finder engaged by SELLER whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and Purchase of the Property contemplated herein.

PURCHASER hereby represents and warrants to SELLER that PURCHASER has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. PURCHASER hereby indemnifies SELLER and agrees to hold SELLER free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' fees and costs of litigation both prior to and on appeal, which SELLER shall ever suffer or incur because of any claim by any agent, broker or finder engaged by PURCHASER whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and Purchase of the Property contemplated herein.

16. ENFORCEABILITY.

If any provision in this Agreement shall be held to be excessively broad, it shall be construed, by limiting and reducing it, to be enforceable to the extent compatible with applicable law. If any provision in this Agreement shall, notwithstanding the preceding sentence, be held illegal or unenforceable, such illegality or unenforceability shall not affect any other provision of this Agreement.

17. NOTICE.

All written notices shall be deemed effective if sent to the following places:

PURCHASER: Delray Beach Community Redevelopment Agency
20 North Swinton Avenue
Delray Beach, Florida 33444
Attn: Jeff Costello, Executive Director

With Copy to: Donald J. Doody, Esq.
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, #200
Fort Lauderdale, Florida 33308
Tel: (954) 771-4500
Fax: (954) 771-4923

SELLER: 98 NW 5th Ave LLC
c/o Michael Kodsi
40 SE 5th Street, #502
Boca Raton, FL 33432
Tel: 561-441-2730
Fax: 561-362-8820

With a Copy to: Michael H. Merino Esq.
Law Offices of Michael H. Merino, PA
6741 Orange Drive.
Davie, FL 33314
Tel: 954-321-7701

ESCROW AGENT: GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, #200
Fort Lauderdale, Florida 33308

18. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida. Venue shall be in the Federal or State Courts in Palm Beach County, Florida.

19. ASSIGNABILITY. PURCHASER may assign this Agreement.

20. ENTIRE AGREEMENT.

All prior understandings and agreements between SELLER and PURCHASER are merged in this Agreement. This Agreement completely expresses their full agreement.

21. AMENDMENT.

No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by both SELLER and PURCHASER.

22. SUCCESSORS.

This Agreement shall apply to and bind the executors, administrators, successors and assigns of SELLER and PURCHASER.

23. SURVIVAL.

The representations, warranties, covenants and indemnities contained in this Agreement shall survive the Closing and the delivery of the Deed for six (6) months.

24. COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which shall be taken to be an original and all collectively deemed one instrument. The parties hereto agree that a facsimile copy hereof and any signatures hereon shall be considered for all purposes as originals.

25. LITIGATION COSTS:

In connection with any litigation arising out of this Agreement, the prevailing party

shall be entitled to recover from the non-prevailing party all costs and expenses incurred, including its reasonable attorney's fees at all trial and appellate levels and post judgment proceedings.

26. RADON GAS:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated above:

Witnesses:

PURCHASER:

Delray Beach Community Redevelopment Agency

By: Shelly Petrolia, Chair

Signed on: _____

SELLER:

98 NW 5th Ave LLC, a Florida limited liability company

By: Michael Kodsí

Title:

Signed on: 6-1-18

ESCROW AGENT

Accepted and Agreed to:

GOREN, CHEROF, DOODY & EZROL, P.A.

Signed on: _____

By: Donald J. Doody

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EXHIBIT "A"

LEGAL DESCRIPTION

The North 50 feet of the East 135 feet of Block 20, CITY OF DELRAY BEACH, FLORIDA, (formerly Town of Linton), according to the Plat thereof, recorded in Plat Book 1, Page 3, of the Public Records of Palm Beach County, Florida.

Folio No. 12-43-46-16-01-020-0110

(SUBJECT TO VERIFICATION BY SURVEY TO BE OBTAINED BY PURCHASER)

EXHBIT “B”

PERSONAL PROPERTY

(TO BE PROVIDED IF ANY)