

ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

SELLER: CITY OF DELRAY BEACH, FLORIDA

BUYER: HABITAT FOR HUMANITY SOUTH PALM BEACH COUNTY

PROPERTY ADDRESS: 133 SW 12th Avenue, Delray Beach, FL 33444

XV. SPECIAL CLAUSES; ADDENDA (Continued):

A. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): The parties shall comply with the provisions of Internal Revenue Code Section 1445 and applicable Treasury Regulations issued thereunder. If the Seller is a U.S. person for Internal Revenue Code Section 1445 purposes, then on demand of the Buyer and prior to closing the Seller shall provide the Buyer with a certificate of non-foreign status in the manner provided in Treasury Regulations Section 1.1445-2. If the Seller provides the Buyer with such certificate, and if the Buyer is otherwise permitted to rely on such certificate under those Regulations, the Buyer shall not withhold under Internal Revenue Code Section 1445.

If the Seller is a 'foreign person' as defined by the Internal Revenue Code, the Buyer generally is required to withhold 10% of the gross sales price from the Seller at closing and to pay the withheld amount over to the Internal Revenue Service (IRS) unless an applicable exemption from withholding or a limitation on the amount to be withheld is available. To the extent that the cash to be paid over to the Seller at closing is insufficient to cover the Buyer's withholding obligation, the Seller shall provide to the Buyer at closing cash equal to such excess for purposes of making such withholding payment. If the Seller's federal income tax on the gain is less than the applicable withholding amount, the Seller may make advance application to the IRS for reduced withholding and, if granted, the Buyer shall withhold only the authorized reduced amount. If such ruling has not been received by closing, the parties at closing shall enter into an escrow agreement reasonably satisfactory to the Buyer and Seller pending receipt of the ruling, provided that at closing the Seller shall have the obligation to provide to the escrow agent from the closing proceeds (or from the Seller's other resources if necessary) cash equal to the maximum required withholding, with any excess withholding being refundable to the Seller upon receipt of a favorable ruling from the IRS.

Buyer and Seller understand that the IRS requires the Buyer and the Seller to have a U.S. federal taxpayer identification number and to supply that number on the foregoing forms. A foreign individual may acquire an International Taxpayer Identification Number for this purpose. Since it may take several weeks to receive the number after application and the IRS will not process these forms without the actual number, a party lacking a TIN is advised to apply immediately.

B. The Buyer shall have thirty (30) calendar days from the execution of the "As Is" Contract for Sale and Purchase within which to conduct any and all feasibility studies and determinations relative to the suitability for the acquisition of the subject property by the Buyer and the Buyer reserves the express right to terminate this Contract at any time during said period for any reason or no reason, in Buyer's sole discretion, whereupon Buyer shall receive a full refund of all

reason or no reason, in Buyer's sole discretion, whereupon Buyer shall receive a full refund of all deposit monies paid hereunder. Buyer shall be granted reasonable access to the premises to conduct such feasibility studies and determinations, including environmental assays, core drilling, surveys, soil sampling and other such testing.

C. This Contract is expressly contingent and conditioned upon the approval of the same by the City Commission of the City of Delray Beach.

D. With respect to Standard (A), if title is found defective, the remedies to Seller are deleted and replaced with: Seller may, but shall have no obligation to, render title marketable. In the event Seller does not render title marketable within thirty (30) days after the date of Buyer's notice to Seller advising the Seller of the defects in title, Buyer shall have the option of either cancelling this Contract and receiving a refund of the deposits paid, or to accept title as is and close.

E. With respect to Paragraph VI of the Contract, the transaction shall be closed and the deed and other closing documents delivered on or before the seventh (7th) day after Buyer has determined the Property condition is satisfactory to Buyer pursuant to Paragraph (XV)(B) of the Contract.

F. The terms and conditions of this Second Addendum control over any conflicting terms and conditions contained in the Contract or any other Addendum to the Contract.

HABITAT FOR HUMANITY SOUTH
PALM BEACH COUNTY

By: LANDY B NOBLES
Pres & CEO Print

Name: Landy B Nobles

Date: 2/16/2019

ATTEST:

CITY OF DELRAY BEACH, Seller

By: _____
City Clerk

Shelly Petrolia, Mayor