

LAND DEVELOPMENT AND DISPOSITION AGREEMENT

THIS LAND DEVELOPMENT AND DISPOSITION AGREEMENT (the “Agreement”) is entered into as of the _____ day of July, 2020 (the “Effective Date”) between **CITY OF HOLLYWOOD, FLORIDA**, a Florida municipal corporation, whose address is 2600 Hollywood Boulevard, Hollywood, Florida 33020 (“City”) and **PRESTIGIA REAL ESTATE FJM INC.**, a Florida corporation whose address is 100 N Biscayne Blvd, Ste. 3070, Miami, FL 33132 (“Developer”).

RECITALS

A. This Agreement is made with reference to the following real and personal property (collectively, the “Property”):

1. The certain real property owned by the City located at 2717 Van Buren Street in the City of Hollywood, Broward County, Florida more particularly described on **Exhibit A** (the “Development Site”).
2. All of the City’s rights, title and interest in and to that certain Lease Agreement attached as **Exhibit B** (the “Parking Lease”) dated February 23, 2017 between the City (“Lessor”) and CSM-Hollywood Equities, L.P. (“Lessee”), a Delaware limited partnership.
3. All of the other incidents of ownership as described in Section 1 below.

B. City desires to sell, transfer and convey the Property to Developer and Developer desires to purchase the Property and redevelop the Development Site as a project, which may be completed in one or more phases, consisting of a minimum of 63 apartment units and 15 townhomes together with parking and related amenities (collectively, the “Project”). The Project and all future improvements on the Development Site shall be developed, constructed, operated and owned by the Developer.

C. City and Developer desire to enter into this Agreement to evidence their agreement related to the purchase of the Property upon the terms and conditions set forth herein and Developer desires to redevelop the Development Site as a multi-family residential development.

D. All of the terms and conditions for the sale and purchase of the Property as set forth in this Agreement are being made pursuant to the City of Hollywood Charter, Article XIII, Limitation on Sale, Lease or Purchase of City-Owned Real Property.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Developer do hereby covenant, represent, warrant, and agree as follows:

TERMS AND CONDITIONS

1. Property. Subject to and in accordance with the terms, covenants, and conditions of this Agreement, City agrees to sell and convey to the Developer, and Developer agrees to purchase and accept the Property together with all easements and rights-of-way pertaining thereto for the development and operation of the Project: (a) any and all buildings and improvements located on the Development Site (the “Improvements”); (b) any and all fixtures attached or related to the Development Site and/or the Improvements, if any (the “Fixtures”); (c) all of City’s right,

title and interest, if any, in and to any and all easements, rights, privileges, air rights, and other rights, tenements, hereditaments, and appurtenances in any way belonging or appertaining to, or otherwise inuring to the benefit of, the Development Site and/or the Improvements; and (d) all of City's right, title, and interest, if any, to the air space above the Development Site, and zoning entitlements, development rights, and appurtenances accruing to the Development Site, and/or related to the proposed development thereof, under, or by reason of any applicable zoning ordinance or other law, rule, regulation, or ordinance (the "Development Rights") (collectively, the "Real Property"); and any and all tangible and intangible personal property of the City located on, or related to, the Real Property (the "Personal Property") including, without limitation (a) all Development Rights for the Real Property, or any part thereof, which City has, including, without limitation, those relating to utilities, prepaid water and sewer connection fees, reservation fees and impact fees; (b) all environmental, water, sewer, drainage, road, excavation, fill and all other construction and development applications, permits, licenses, and rights, contractual or otherwise, relating to the Real Property; (c) all rights and interests of City under any agreements, with any governmental authorities having jurisdiction over the Real Property relating to flood control, drainage, roads, water or sewer facilities or other infrastructure, construction and development for the Real Property; (d) all leases, and all rights of City as landlord thereunder, affecting any portion of the Real Property, any guaranties of such leases and any security deposits with respect to same, and (e) any and all right, title and interest of City in any environmental and/or wetlands mitigation relating to the Real Property, or any portion thereof..

2. Deposits. City acknowledges that Developer has previously deposited \$25,000.00 (the "Cost Deposit") with City at the time of Developer's submission of its proposal in response to and in accordance with the requirements of City's RFP #4640-20-PB. Within five business days following the Effective Date, Developer will deposit into escrow, in an interest bearing account opened by the law firm of Fox Rothschild LLP ("Escrow Agent"), an additional deposit of \$50,000.00 in earnest money (the "Additional Deposit"). The Cost Deposit and the Additional Deposit are collectively referred to herein as the "Escrow Deposit." The Cost Deposit is available to City to be used to fund any third party professional services City requires in order to meet its obligations under this Agreement. The Escrow Deposit, minus any portion of the Cost Deposit used by City, shall be credited to the Purchase Price at the closing of the transaction contemplated by this Agreement (the "Closing"). In the event this Agreement is terminated during the Inspection Period, in accordance with the terms and conditions set forth herein, and Developer is entitled to receive a return of the Escrow Deposit, City will deduct any third party costs it incurred in connection with this agreement from the Cost Deposit and return the remainder of the Cost Deposit, if any, and the Additional Deposit to Developer. If Developer fails to terminate this Agreement prior to the expiration of the Inspection Period, the Escrow Deposit shall be non-refundable to Developer, except as otherwise expressly provided herein. The Escrow Deposit shall be held and disbursed by Escrow Agent in accordance with this Agreement. Escrow agent fees are to be paid by Developer.

3. Purchase Price. The purchase price to be paid by Developer for the Property (the "Purchase Price") shall be an amount equal to \$1,200,000.00. The Purchase Price shall be paid by Developer to City as follows: (A) the Escrow Deposit, minus any portion of the Cost Deposit used by City, shall be applied against the Purchase Price at Closing, and (B) the balance of the Purchase Price shall be paid in cash at Closing, subject to any closing adjustments and prorations as hereinafter provided, in immediately available funds in the form of a certified or cashier's check or by wire transfer.

4. Inspections.

(a) Within 30 days of the Effective Date, City shall provide Developer with copies of the materials concerning the Property listed on **Exhibit C** attached hereto and incorporated herein by this reference, provided that the materials are in existence and in City's possession or control (the "Property Document(s)"). Following City's delivery of the Property Documents, if, prior to Closing, City subsequently comes into possession of a document that would be considered a Property Document, City shall provide Developer with a copy of such additional Property Document immediately upon City's receipt of said document. City does not make any representation or warranty, either express or implied, as to the accuracy of the information contained in the Property Documents.

(b) Purchaser's inspection period under this Agreement shall begin on the Effective Date and expire at 5:00 p.m. Eastern Time on the 120th day thereafter (the "Inspection Period").

(c) At all times during the Inspection Period (and thereafter so long as this Agreement is not terminated), Developer may examine and inspect the Property and the Property Documents, and in connection therewith, Developer and Developer's contractors, consultants, employees, and agents shall be entitled to enter upon the Property, and any portions thereof except as limited by the Parking Lease, and to conduct such tests, studies, and analyses, including, but not limited to, soil tests, environmental and hazardous material (including asbestos) tests, studies, and analyses, and to take any and all other steps or actions determined by Developer to be necessary, proper, or appropriate to determine the feasibility (economic or otherwise) of the acquisition of the Property by Developer. Developer indemnifies, defends, and holds City and its officers, members, principals, agents, representatives, attorneys, and employees harmless against any and all claims, actions, suits, demands, losses, liabilities, damages, costs, and/or expenses (including, without limitation, reasonable attorneys' fees and costs, including those incurred in dispute resolution or appellate proceedings) on account of any act, omission, or negligence by Developer or Developer's contractors, consultants, employees, and agents in connection with the Property inspections. Developer shall cause to be repaired at its cost any physical damage to the Property caused by such inspection activities. The provisions of this Section 4(c) shall survive the termination of this Agreement.

(d) At any time prior to the expiration of the Inspection Period, Developer may, in its sole and absolute discretion, and for any reason or for no reason whatsoever, terminate this Agreement upon written notification to City and Escrow Agent. Upon such termination, Escrow Agent and City, as applicable, shall return the Escrow Deposit (together with any accrued interest thereon), to Developer and all of the rights, duties and obligations of Developer and City under this Agreement will immediately terminate, except for those which specifically survive termination.

(e) Developer acknowledges that the Inspection Period will give Developer the opportunity to investigate the Property and all aspects of the transaction. In electing to proceed with the transaction, Developer shall have determined that the Property is satisfactory to Developer in all respects and is purchasing the Property in "as-is, where-is" condition. Developer acknowledges and agrees that the Purchase Price was negotiated on the basis of this being an "as is" transaction; and the "as is" nature of the transaction was a

material inducement for City to enter into this Agreement. Developer further acknowledges and agrees that, except for the specific representations made by City in this Agreement, City has made no representations, is not willing to make any representations, nor held out any inducements to Developer other than those expressly set forth in this Agreement; and City is not and shall not be liable or bound in any manner by any express or implied warranties, guaranties, statements, representations or information pertaining to the Property, except as may be specifically set forth in this Agreement.

5. Evidence of Title.

(a) If City has not already done so prior to the Effective Date, simultaneously upon its execution of this Agreement, City shall deliver to Developer a copy of its prior owner's policy covering the Development Parcel to the extent such exists and is in the City's possession.

(b) At Closing, City shall convey to Developer marketable fee simple title to the Development Parcel, subject only to the Permitted Exceptions. For purposes of this Agreement, the Permitted Exceptions shall consist of (i) the lien of all ad valorem real estate taxes for the calendar year in which Closing occurs, subject to the proration as provided for herein; (ii) all laws, ordinances and governmental regulations, including but not limited to applicable building, zoning, land use and environmental ordinances and regulations; and (iii) exceptions shown on the Title Commitment and Survey, as approved by Developer in accordance with this Agreement.

(c) Notwithstanding the foregoing or anything in this Agreement to the contrary, the Developer acknowledges and agrees that a covenant is to be recorded in the Public Records simultaneously with the Deed pursuant to which the Developer agrees to accept title to the Development Site subject to a Declaration of Restrictive Covenants (the "Declaration") to be recorded with the Deed and prepared by the City legal counsel and in a form and substance reasonably acceptable to the City in all respects that provides for, among other things, (i) the maintenance, repair and replacement of the improvements on the Project so that it remains consistent with the Site Plan (as defined below) for a period of 15 years, subject to any and all modifications to the Site Plan approved by the City from time to time, and (ii) the prohibition of operation of the Property for the following uses: (1) billiard parlor, night club or other place of recreation or amusement; (2) any business serving alcoholic beverages except in conjunction with a restaurant operation; (3) adult entertainment, adult bookstore or other store catering to adults only; (4) a smoke shop; provided, however, such does not preclude stores specializing in tobacco, but expressly prohibits so-called "head shops"; (5) pawn shop; (6) any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant; or (7) any combination of the foregoing uses for a period of 15 years. The form of the Declaration shall be agreed to by the parties prior to the Closing Date.

(d) Developer shall have 45 days from the Effective Date to obtain a Title Commitment and to examine same. Developer shall be entitled to object, in its reasonable discretion, to any exceptions to title disclosed in the Title Commitment and/or matters shown on the Survey (as defined below) during the Inspection Period, by written notice to City or City's attorney of any objections to the Title Commitment and/or the Survey. In the event that Developer shall so object to the Title Commitment and/or the Survey, City shall

have 15 Business Days after receipt of such notice to cure Developer's objections to Developer's satisfaction. In the event City is unwilling or unable to so cure such objections, Developer may (i) waive such objections and proceed to the closing of the transaction contemplated by this Agreement; or (ii) give City additional time in writing to cure such objections (in which event, the Closing shall be delayed for an equivalent period of time), or (iii) terminate this Agreement by written notice to City, in which event the balance of the Escrow Deposit (including the Additional Deposit, if applicable) shall be immediately returned to Developer and neither Developer nor City shall have any further obligations hereunder, except obligations that expressly survive the termination of this Agreement.

(e) Exceptions Curable by the Payment of Money. Notwithstanding Section 5(d) above, if the Title Commitment reveals the existence of an exception that can be cured or removed by the payment of money on or before the Closing Date (a "Monetary Lien"), then City shall pay any amount due in satisfaction of each such Monetary Lien as to the Property which amount, at the option of City, may be paid from the proceeds of the Closing Payment at Closing. If one or more Monetary Liens has not been satisfied before the Closing Date, then City and Closing Agent are authorized to satisfy such Monetary Liens from the proceeds of the Closing Payment at Closing.

(f) If any title matter other than a matter disclosed in the Title Commitment or the Survey arises or becomes known to City subsequent to the receipt of the Title Commitment and/or Survey, as applicable (a "New Title Matter") and such New Title Matter is a Monetary Lien or was created or consented to by City, then City shall cure the New Title Matter, at City's expense, on or before Closing. If the New Title Matter is not a Monetary Lien or was not created or consented to by City, then City shall have until the earlier of (i) 5 Business Days after City's receipt of written notice thereof or (ii) the Closing Date, within which to cure the same, and if such New Title Matter is not cured within such period, then Developer may, at its sole option, exercised by written notice to City within 5 Business Days following the expiration of the 5 Business Day cure period, either (i) terminate this Agreement and receive a refund of the balance of the Escrow Deposit (including the Additional Deposit, if applicable) or (ii) elect to close subject to such New Title Matter. In the event of termination, neither party shall have any further rights, obligations, nor liabilities hereunder except to the extent that any right, obligation, or liability set forth herein expressly survives termination of this Agreement. If the Closing Date has been postponed to afford City additional time to cure the New Title Matters, the Closing shall take place 15 days after City sends Developer written notice that all New Title Matters have been eliminated.

(g) Within 30 days following the Effective Date, Developer, at its cost, may obtain a UCC report. As a condition to Closing, any filed instrument naming the City as debtor shown in the UCC report shall be terminated prior to or at Closing.

6. Survey.

(a) Within 45 days after the Effective Date, Developer may cause to be prepared at its expense a current survey (the "Survey") of the Land and all Improvements thereon prepared by a land surveyor or engineer registered and licensed in the State of Florida. The Survey shall be prepared in accordance with the Minimum Technical Standards for surveys in the State of Florida.

(b) Developer shall have until the expiration of the Inspection Period to examine same. If the Survey shows any encroachment on the Development Site, or that any Improvement located on the Development Site encroaches on the land of others, or if the Survey shows any other defect that would affect the marketability of title to the Development Site, Developer shall notify City in writing of such defect during the Inspection Period and such encroachment or defect shall be treated in the same manner as title defects are treated under this Agreement.

7. City's Representations, Warranties and Covenants. As of the Effective Date and as of the Closing, City represents and warrants to Developer, and where indicated, covenants and agrees, as follows:

(a) City has full power and authority to enter into and perform this Agreement in accordance with its terms.

(b) The execution, delivery and performance by City of this Agreement has been duly and validly authorized by all requisite action on the part of City.

(c) This Agreement constitutes the legal, valid and binding obligation of City, enforceable against City in accordance with its terms.

(d) During the term of this Agreement, City shall maintain the Property in substantially the same condition as it is in on the Effective Date.

(e) City has not (i) entered into any other contracts for the sale of all or any portion of the Property, (ii) granted any options to purchase all or any portion of the Property, or (iii) granted any rights of first refusal with respect to the sale of all or any portion of the Property.

(f) Unless otherwise permitted under this Agreement, from and after the Effective Date, City shall not grant or otherwise create or consent to the creation of any easement, restriction, lien, assessment or encumbrance affecting the Real Property, or pursue any re-zoning of the Real Property or any other land use approvals relating to the Real Property without Developer's written consent.

(g) There are no leases, tenancies, or other rights of occupancy or use of any portion of the Property except the Parking Lease attached as **Exhibit B**.

(h) The foregoing representations will survive the Closing or the earlier termination of this Agreement.

8. Developer's Representations, Warranties and Covenants. As of the Effective Date and as of the Closing, Developer represents and warrants to Seller, and where indicated, covenants, and agrees, as follows: (i) Developer is duly organized, validly existing, and in good standing under the laws of the State of Florida; (ii) Developer has full power and authority to enter into and perform this Agreement in accordance with its terms; (iii) there is no action, suit, litigation or proceeding pending or, to the best of Developer's knowledge, threatened against Developer which could prevent or impair Developer's entry into this Agreement and/or performance of its obligations hereunder; and (iv) the person executing this Agreement on behalf of Developer has been duly authorized by Developer to do so.

9. Governmental Approval Applications. City shall promptly, upon Developer's request and provided City thereby assumes no liability or obligation and at no cost to City, join in or otherwise consent to any and all applications (collectively, the "Applications") with respect to zoning, platting, site plan approval, vacations, dedications, surface water management permits, drainage permits, concurrency compliance approvals, building permits, and any and all other permits, consents, approvals, and/or authorizations which, in Developer's reasonable opinion, are necessary or desirable for the development of any or all phases of the Project. City agrees to expedite City approval and publicly support Developer's efforts to obtain all such approvals; provided, however, that such approvals shall be obtained at Developer's sole cost and expense. The City and Developer acknowledge and agree that due to the terms and conditions of the Parking Lease, it may be necessary to develop the Project in phases. The phase or phases for which final site plan approval is obtained and building permits are ready to be issued 180 days prior to the Closing, pursuant to Section 10(c), are defined as the "Approved Project."

10. Closing Conditions. City and Developer acknowledge and agree that the obligation of Developer to consummate the transaction contemplated hereby is also subject to the satisfaction of the following conditions (the "Closing Conditions"), unless waived in writing by Developer prior to Closing:

(a) At Closing Date, there shall have been no material, adverse change to the condition of the Property from the condition existing on the Effective Date (ordinary wear and tear excepted), including, without limitation, any adverse change to the environmental condition of the Property.

(b) Developer shall have provided proof of construction financing by at least 60 days prior to the Closing Date as defined in Section 11. In the event that Developer, by the Closing Date, (i) does not obtain construction financing, or (ii) fails to close on financing for the Approved Project (collectively, the "Financing Contingency"), then either City or Developer may terminate this Agreement by delivering written notice thereof to the other party. Upon such notice, City and Developer agree to enter into a written agreement to terminate this Agreement. It is understood and agreed that Developer's failure to satisfy the Financing Contingency shall not constitute or be deemed a default by Developer under this Agreement. If this Agreement is terminated by City and Developer pursuant to this paragraph, both Developer and City shall be released from all further obligations under this Agreement, except those, if any, which specifically survive termination hereof. In addition, Escrow Agent shall disburse the Additional Deposit and City shall retain any remainder of the Cost Deposit.

(c) Not later than 180 days prior to Closing Date, Developer shall have obtained final site plan approval for the development of Approved Project and building permits shall be ready to be issued from the City and any other applicable governmental authority for the development of Approved Project, with all time to appeal such approval having expired and no appeal then pending. In addition to any rights or remedies to which Developer may be entitled under this Agreement, if any of the Closing Conditions are not satisfied by Closing Date, Developer shall have the right to terminate this Agreement upon delivering written notice to City, in which event the Escrow Deposit shall be disbursed to City and all further obligations of the parties hereunder shall terminate, except those that expressly survive termination hereof.

11. Closing. Unless sooner terminated by either City or Developer pursuant to the provisions of this Agreement and subject to the terms and conditions of this Agreement, Closing

shall take place at City of Hollywood City Hall, 2600 Hollywood Boulevard, or by mail, on or before 2:00 p.m. Eastern Time on December 1, 2021 (the “Closing Date”). Developer’s right to take physical possession of the Development Site shall begin immediately following the Closing. Developer shall have the right to request the City’s approval to postpone the Closing Date by up to 30 days by submitting a written request at least 5 days prior to the Closing Date providing the reason for the postponement with such approval by the City not to be unreasonably withheld. The Developer shall have the right to close this transaction prior to the scheduled Closing Date. If Developer elects to exercise such right, it will notify City of the earlier Closing Date at least 10 days prior to the earlier Closing Date. Notwithstanding anything contained herein to the contrary, if the Construction Financing Contingency has not been satisfied or waived in writing by City by the Closing Date, the City may terminate this Agreement upon written notice to Developer, in which event the Escrow Deposit shall be returned to Developer and all further obligations of the parties hereunder shall terminate, except those that expressly survive termination hereof.

12. Apportionment, Adjustments and Closing Costs.

(a) City shall be responsible for and pay all accrued expenses with respect to the Property accruing up to 11:59 p.m. Eastern Time on the day prior to the Closing Date (the “Adjustment Date”) and shall be entitled to receive and retain all revenue from the Property accruing up to such time.

(b) Real estate taxes shall be prorated as of the Adjustment Date. If the real estate tax bills for the year of Closing have been rendered as of the Adjustment Date, such taxes shall be prorated based on the maximum lawful discount. If the real estate tax bills for the year of Closing have not been rendered as of the Adjustment Date, such taxes will be prorated based upon the amount for the tax bills for the prior year (based upon the maximum lawful discount), and will be re-prorated upon the request of either party once the actual bills are rendered, after applying the maximum lawful discount.

(c) Certified assessment liens by any governmental or quasi-governmental authority as of the Adjustment Date shall be paid by City. Pending assessment liens by any governmental or quasi-governmental authority as of the Adjustment Date shall be assumed by Developer; provided, however, that where the improvement with respect to such pending assessment lien has been substantially completed as of the Closing Date, such pending lien shall be considered as certified and City shall be charged at Closing an amount equal to the last estimate by the public body of the assessment for the improvement. Special assessments shall be prorated as of the Adjustment Date.

(d) City shall pay: (i) the costs of recording any instruments necessary to satisfy the title requirements of the Title Company and this Agreement; (ii) the cost of obtaining and delivering the Property Documents as provided in Section 4(a) to Developer; and (iii) its own attorneys' fees incurred in connection with this transaction, except as provided in Section 2 of this Agreement.

(e) Developer shall pay: (i) the costs and any reports and inspections ordered by or through Developer; (ii) all transfer taxes and deed stamps, if any, with respect to the sale of the Real Property and the recording of the special warranty deed to Developer for the Real Property (the “Deed”); (iii) the cost of recording the Deed; (iv) the cost of obtaining the Title Commitment, the Survey, and the Title Update, and the premiums associated with any Title Policy or any endorsements thereto; (v) any other costs associated with any loan obtained by Developer in connection with this transaction; (vi) except as

may be provided in Sections 2, 19 and 33, its own attorneys' fees incurred in connection with this transaction; (vii) all costs relating to applications for zoning, site plan, and other governmental approvals; and (viii) all architectural and engineering costs incurred by Developer in connection with its proposed development of the Project.

13. Deliveries by City at Closing. At the Closing, City shall cause to be delivered to Developer the following documents and other items, all in form and substance reasonably acceptable to City, Developer, and their legal counsel: (a) the Deed conveying insurable and marketable fee simple title to all of the Real Property, subject only to the Permitted Exceptions; (b) a bill of sale conveying any tangible Personal Property located upon the Property; (c) an assignment of City's right, title, and interest in the Property, the Development Rights, and any intangible Personal Property related to the Property, to the extent assignable; (d) any documents related to the Development Rights, to the extent applicable and in City's possession or control; (e) appropriate entity resolutions of City, evidence of City's good standing and authority to transact business, and such other documentation evidencing City's authority to sell the Property to Developer pursuant to this Agreement that may be required by the Title Company; (f) a duly executed certificate required under the Foreign Investors in Real Property Tax Act of 1980, as amended; (g) a closing statement executed by City showing all monies paid and to be paid in connection with the transaction contemplated hereby (the "Closing Statement"); (h) a title affidavit reasonably satisfactory to the Title Company for purposes of deleting the applicable standard pre-printed exceptions from the Title Commitment and Title Policy; (i) corrective title instruments, if any, necessary to cure any Title Objections or satisfy any requirements of the Title Company; and (j) such other documents as are customarily given in comparable transactions in Broward County, Florida, or as may be reasonably requested by Developer's counsel or the Title Company consistent with the intent of this Agreement.

14. Deliveries by Developer at Closing. At Closing, Developer shall cause to be delivered to City the following documents and other items: (a) immediately available funds in the form of a certified or cashier's check or wire transfer, payable to City in an amount equal to the balance of the Purchase Price, plus or minus any closing adjustments as set forth in Section 12 or other Closing credits in favor of Developer provided for in this Agreement (the "Closing Payment"); (b) the Closing Statement executed by Developer; and (c) such other documents as are customarily given in comparable transactions in Broward County, Florida, or as may be reasonably requested by City's counsel or the Title Company consistent with the intent of this Agreement.

15. Events of Default by City. In the event that City is not entitled to terminate this Agreement under any provision hereof and Developer is not in default in performance of the terms hereof, then the following constitute "Events of Default" by City:

(a) City fails to consummate the transaction contemplated herein, and such failure continues for a period of 30 days after written notice thereof from Developer; provided, however, that if the cure cannot reasonably be effected within such 30-day period, the cure period shall be extended for such additional time as may be required for City to cure such breach (but in no event longer than 120 days after written notice of the breach from Developer to City) so long as City has commenced cure actions during the initial 30-day cure period and diligently pursues the cure during the extended cure period.

(b) City fails to perform any of its obligations hereunder, and such failure continues for a period of 30 days after written notice thereof from Developer; provided, however, that if the cure cannot reasonably be effected within such 30-day period, the cure

period shall be extended for such additional time as may be required for City to cure such breach (but in no event longer than 120 days after written notice of the breach from Developer to City) so long as City has commenced cure actions during the initial 30-day cure period and diligently pursues the cure during the extended cure period.

(c) City is otherwise in breach or default hereunder in any respect, including, but not limited to, being in breach of a representation or warranty, and such breach or default continues for a period of 30 days after written notice thereof from Developer; provided, however, that if the cure cannot reasonably be effected within such 30-day period, the cure period shall be extended for such additional time as may be required for City to cure such breach (but in no event longer than 120 days after written notice of the breach from Developer to City) so long as City has commenced cure actions during the initial 30-day cure period and diligently pursues the cure during the extended cure period.

In the event of a default under this Section Developer may elect, as its sole and exclusive remedy, either to (i) terminate this Agreement and receive the return of the Escrow Deposit and any interest accrued thereon, or (ii) pursue an action for specific performance. n. Nothing contained herein shall be deemed to limit the obligations of City or the remedies of Developer available at law or in equity with respect to a breach or a default by City of any obligation hereunder to the extent that this Agreement specifically provides that such obligation shall survive Closing or the earlier termination of this Agreement.

16. Events of Default by Developer. In the event that Developer is not entitled to terminate this Agreement under any provision hereof and City is not in default in performance of the terms hereof, then the following constitute “Events of Default” by the Developer:

(a) Developer fails to consummate the transaction contemplated herein, and such failure continues for a period of 30 days after written notice thereof from City; provided, however, that if the cure cannot reasonably be effected within such thirty 30 day period, the cure period shall be extended for such additional time as may be required for Developer to cure such breach (but in no event longer than 120 days after written notice of the breach from City to Developer) so long as Developer has commenced cure actions during the initial 30-day cure period and diligently pursues the cure during the extended cure period.

(b) After Closing, Developer abandons the Project or vacates the Development Site prior to the completion of the Approved Project for a period of more than 120 consecutive days.

In the event of a default under this Section City may elect, either to (i) receive from the Escrow Agent or otherwise retain the Escrow Deposit to the extent paid and any interest accrued thereon, whereupon it shall be and become the sole property of City, for the failure of Developer to perform the duties, liabilities and obligations imposed upon Developer by the terms and conditions of this Agreement, or (ii) pursue an action for specific performance. Nothing contained herein shall be deemed to limit the obligations of Developer or the remedies of City available at law or in equity with respect to a breach or a default by Developer of any obligation hereunder to the extent that this Agreement specifically provides that such obligation shall survive Closing or the earlier termination of this Agreement.

17. Buyback Option. In the event the Developer fails to substantially complete the Approved Project within 36 months of the Closing Date, as evidenced by the issuance of a Temporary Certificate of Occupancy or Certificate of Occupancy which shall not be unreasonably withheld, then the City may exercise a buyback option (the "Buyback Option") that provides the City with the right, at its sole discretion, to repurchase the Development Site and any incomplete improvements thereon. The repurchase amount to be paid by the City will be equal to the Purchase Price. Upon the exercise of the Buyback Option by the City, the Developer, shall cause any Lender holding a mortgage encumbering the Property to release the property being repurchased from the lien and operation of such mortgage, with all costs associated therewith to be paid by the City. City, upon receipt of written request from Developer, shall execute such documentation, in recordable form, as may be reasonably required by a Lender holding a mortgage encumbering all or a portion of the Property, subordinating this Buyback Option to the lien of the mortgage held by such Lender. The provisions of this Section 17 shall survive the Closing and delivery of the Deed.

18. Condemnation and Casualty.

(a) Condemnation. In the event that prior to Closing, any or all of the Property is taken as a result of condemnation or eminent domain proceedings, or if notice of such a taking is received by City, then Developer may, by written notice to City, elect to: (i) terminate this Agreement, in which event the Escrow Deposit and any interest accrued thereon, shall be returned to Developer, and neither party shall have any further obligations to the other (except for those obligations which expressly survive termination of this Agreement); or (ii) proceed with the purchase of the Property, in which case City shall, at Closing, assign to Developer all of City's right, title, and interest in and to any awards made on account of the taking.

(b) Casualty. The risk of loss or damage to the Property by reason of any casualty or other event prior to Closing shall be borne by City. If the Property is damaged prior to Closing, written notice thereof shall be delivered to Developer within 10 days of such damage. Developer shall have no obligation to restore the Property to the condition existing prior to the casualty, but City shall, at its sole cost and expense, remove the damaged improvements or otherwise secure them so that there are no violations of applicable codes, laws or ordinances pertaining to unsafe structures.

19. Brokers. The parties hereby represent and warrant each to the other that they have not utilized or engaged any real estate broker, salesman or finder with respect to the transaction contemplated by this Agreement. Each party hereby agrees to indemnify and hold the other harmless from and against any liability, loss, cost or expense (including reasonable attorneys' fees and court costs, including those incurred in dispute resolution or appellate matters) resulting from a claim or demand for any commissions in connection with this Agreement or the purchase and sale of the Property which the indemnified party shall suffer as a result of a breach of the representations and warranties contained in this Section 19. The provisions of this Section 19 shall survive Closing or the earlier termination of this Agreement.

20. Escrow Agent. Escrow Agent has agreed to act as such for the convenience of the parties. Escrow Agent shall not be liable for any act or omission to act except for its own gross negligence or willful misconduct. Escrow Agent shall be entitled to rely on any document or paper received by it, believed by Escrow Agent, in good faith, to be bona fide and genuine. In the event of any dispute as to the disposition of the Escrow Deposit, Escrow Agent shall give written notice to all parties advising that, in the absence of written instructions signed by both Developer and

City received within the next 10 business days, Escrow Agent shall interplead the Escrow Deposit by filing an interpleader action in the a court of competent jurisdiction in Broward County, Florida (the "Court") (to the jurisdiction of which both parties do hereby consent). If Escrow Agent receives the aforesaid written instructions from Developer and City, it shall continue to hold the Escrow Deposit pursuant to such written instructions. If Escrow Agent does not receive the aforesaid written instructions, it shall deliver into the registry of the Court the Escrow Deposit, including all interest earned thereon, whereupon Escrow Agent shall be relieved and released from any further liability as Escrow Agent hereunder. City and Developer acknowledge and agree that Escrow Agent is the law firm representing City with regard to this Agreement and the transaction which is the subject hereof, and hereby waive any claim against Escrow Agent based upon a conflict of interest as a result of Escrow Agent serving in such dual capacities, excluding only actions by Escrow Agent constituting knowing and intentional misconduct. Developer further agrees that Escrow Agent shall be permitted to represent City in all aspects of this Agreement and the subject transaction, including, without limitation, any dispute with respect to the Escrow Deposit.

21. Notices. Any notice required by this Agreement shall be delivered to the following parties at the following addresses:

If to City: City of Hollywood, Florida
2600 Hollywood Blvd. Room 203
Hollywood, Florida 33020
Attention: Raelin Storey, Director
Office of Communications, Marketing and Economic Development
Phone: 954-921-3620
Email: rstorey@hollywoodfl.org

And with copies to:

City of Hollywood, Florida
2600 Hollywood Blvd. Room 407
Hollywood, Florida 33020
Attention: Douglas R. Gonzales
Office of the City Attorney
Phone: 954-921-3435
Email: dgonzales@hollywoodfl.org

If to Developer:

Prestigia Real Estate FJM, LLC
100 N Biscayne Blvd, Ste. 3070
Miami, Florida 33132
Attention: Jihad Salahdine, COO

Phone: 786-942-0040
Email: jihad@fjmholding.fr

If to Escrow Agent:

Steven W. Zelkowitz, Esq.
Managing Partner Miami
Fox Rothschild LLP
2 South Biscayne Boulevard
One Biscayne Tower, Suite 2750
Miami, FL 33131

Any notice required or permitted to be delivered under this Agreement shall be deemed to be given and effective when (a) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, (b) sent, if sent by a nationally recognized overnight carrier, or (c) received, if delivered personally, provided that all charges have been prepaid and the notice is addressed to the party(ies) as set forth above. The time period for a response to a notice shall be measured from date of receipt or refusal of delivery of the notice. Notices given on behalf of a party by its attorney shall be effective for and on behalf of such party. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Each party shall have the right to specify that notice be addressed to another address by giving to the other party ten (10) days' written notice thereof.

22. Right to Construct the Project.

(a) After the Closing and any necessary government approvals and permits, for any or all phases of the Project, Developer shall have the right to demolish current structures on the Development Site to start construction of any or all phases of the Project, except to the extent restricted by the terms and conditions of the Parking Lease

(b) Developer shall commence construction of the Approved Project no later than 90 days after Closing Date, and shall substantially complete construction of the Approved Project within 36 months thereafter. The foregoing limitation of time for the completion of the construction may be extended by written agreement between Developer and City, with both parties agreeing to act reasonably and in good faith with regards to any such extension

(c) During the course of construction of the Approved Project, Developer shall provide to City quarterly written status reports, and such other reports as may reasonably be requested by City.

(d) The Project shall be constructed in a good and workmanlike manner and in accordance with the requirements of all applicable laws, ordinances, codes, orders, rules and regulations of all governmental entities having jurisdiction over the Project (collectively, "Governmental Authorities"), including, but not limited to, the City, Broward County and the State of Florida.

(e) Developer shall apply for and prosecute, with reasonable diligence, all necessary approvals, permits and licenses (collectively, "Approvals") required by any

Governmental Authorities for the construction, development, zoning, use, and occupation of the Project City agrees to expedite City approval and publicly support Developer's efforts to obtain all such Approvals; provided, however, that such Approvals shall be obtained at Developer's sole cost and expense.

(f) City agrees that the proposed Project submitted in response to RFP #4640-20-PB is allowed under the TC-1 zoning designation, subject to the usual City approval processes for this type of development project.

(g) Before the completion of the construction of the Approved Project, Developer shall grant an easement in perpetuity to the City for the public use of the on-street parking spaces proposed in the Developer's response to RFP #4640-20-PB along Van Buren Street within the required set back (the "Public Spaces"). In the City's discretion, another type of agreement can be executed between City and Developer. The Public Spaces shall be built by Developer at Developer's Cost and shall be maintained by City at City's cost. The Public Spaces will count towards any non-residential parking requirements. Any equipment or signage required by the City to regulate the use of the Public Spaces shall be installed and maintained by the City at no cost whatsoever to the Developer.

23. Forced Delay in Performance. Notwithstanding any other provisions of this Agreement to the contrary, Developer shall not be deemed to be in default under this Agreement and shall not be subject to the Buyback Option in Section 17 where delay in the construction or performance of its obligations under this Agreement is caused by war, revolution, labor strikes, lockouts, riots, pandemics (including, without limitation, delays arising out of the spread of COVID-19, but only to the extent that such delays from pandemics in general and COVID-19 in particular result in the unresponsiveness of, or the unavailability of, Governmental Authorities to grant the Development Approvals or to perform inspections, and/or the unavailability of design professionals, engineers, contractors or laborers), floods, earthquakes, fires, casualties, acts of God, governmental restrictions, embargoes, litigation beyond the control of the Developer (excluding litigation between Developer and City related to this Agreement), tornadoes, hurricanes, acts or failures to act by City, delays in obtaining Approvals caused by any Governmental Authorities, or any other causes beyond the reasonable control of the Developer. The time of performance hereunder shall be extended for the period of any delays resulting from any of the foregoing causes.

24. Taxes. Developer shall be liable for the payment of all real estate taxes, special assessments, and any other taxes, levies, or impositions charged by an appropriate taxing authority with respect to the Property, subject to the provisions set forth in Section 12.

25. Indemnity.

(a) Developer agrees to indemnify, save, and hold City harmless from and against any and all damages, claims, losses, liabilities, costs, remediation costs, and expenses, including but not limited to, reasonable legal, accounting, consulting, engineering, and other expenses, which may be asserted against, imposed upon or incurred by City, its successors and assigns, by any person or entity and caused by the Developer's construction, development, or operation of any or all phases of the Project, including liability arising out of or in connection with any and all federal, State, and local "Environmental Laws" (as defined below). Notwithstanding anything to the contrary contained herein, Developer's obligation to indemnify the City expressly excludes any

liability relating to any matters affecting the Property resulting from activities occurring prior to Developer taking possession of the Property. City agrees to indemnify Developer for any liability costs Developer may incur due to damage to the Property resulting from acts or omissions of the City or its employees, agents, independent contractors or invitees.

(b) For the purpose of this Agreement, the term “Environmental Laws” as used herein means all federal, state, and local laws, regulations, statutes, codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, standards, permits, licenses and ordinances, or any judicial or administrative interpretation of, any of the foregoing, pertaining to the protection of land, water, air, health, safety, or the environment whether now or in the future enacted, promulgated or issued, including, but not limited to the following: Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; Clean Air Act, 42 U.S.C. § 741 et seq. The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendment and Reauthorization Act of 1986; The Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; The Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; The Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; The Clean Water Act, 33 U.S.C. § 1317 et seq.; The Federal Insecticide Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; The Hazardous Materials Transportation Act, The Marine Protection, Research and Sanctuaries Act; and the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6991-6991 i; and each as further amended from time to time and all regulations promulgated thereunder.

26. Compliance with Applicable Laws. Developer agrees to comply with all applicable laws related to the use or occupancy of all, or any part of, the Development Site.

27. Waiver. The rights and remedies of City under this Agreement, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. No waiver by City of any violation or breach of any of the terms, provisions, and covenants of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants contained herein. Forbearance by City to enforce one or more of the remedies provided herein upon an Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default.

28. Applicable Law. This Agreement shall be construed under the laws of the State of Florida and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

29. Conflicts of Interest. No member, official, representative, or employee of the City shall have any personal interest direct or indirect in this Agreement, nor shall any such member, official, representative or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, official, representative or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due the Developer or successor or on any obligations under the terms of this Agreement.

30. Interpretation. The words “City” and “Developer” as used herein, shall include, apply to, bind and benefit, as the context permits or requires, the parties executing this Agreement and their respective successors and assigns.

31. Captions and Gender. The headings and captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of this Agreement, nor of any provision contained herein. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine and neutral adjectives include one another.

32. Partial Invalidity. If any part of this Agreement is invalid or unenforceable under applicable laws, such portions shall be deemed deleted from this Agreement and the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

33. Attorneys' Fees. If any action or other proceeding is commenced to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and disbursements at the dispute resolution, trial, and all appellate levels, notwithstanding any limitations on liability or remedies otherwise set forth in this Agreement.

34. Time. Time is of the essence. Unless business days are specifically referenced, any reference herein to time periods shall be calendar days and, in the computation thereof, include Saturdays, Sundays and legal holidays, but any time period provided for herein which shall end on a Friday, Saturday, Sunday or legal holiday shall extend to 5:00 p.m. Eastern Time of the next full business day.

35. Covenant Running with the Land. This agreement and the rights and interests contained herein are intended to and shall run with the land, and shall be binding upon, inuring to the benefit of and enforceable by and against the parties hereto and their respective successors and assigns for an initial term of 20 years from the date this Agreement is recorded in the Public Records. Every person who owns, occupies or acquires any right, title, estate or interest in or to the Property, shall be conclusively deemed to have consented and agreed to every limitation, restriction and covenant contained herein, whether or nor any reference hereto is contained in the instrument by which such person acquired an interest in the Property, and all such persons are jointly and severally liable with respect to the obligations contained herein, financial or otherwise.

36. Binding Obligation. This Agreement has been duly and validly executed and delivered by City and Developer and constitutes a legal, valid and binding obligation of City and Developer enforceable in accordance with its terms.

37. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between City and Developer with respect to the subject matter thereof.

[*SIGNATURES ARE ON THE FOLLOWING PAGE*]

IN WITNESS WHEREOF, City and Developer have caused this Agreement to be executed as of the date first written above.

ATTEST:

Patricia Cerny, MMC
City Clerk

Approved as to form and legal sufficiency
For the use and reliance of the
City of Hollywood, Florida

Douglas R. Gonzales, City Attorney

WITNESS:

Print Name: _____

Print Name: _____

CITY:

CITY OF HOLLYWOOD

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Developer:

Prestigia Real Estate FJM, LLC
a Florida limited liability company,
its authorized member

By: _____
Fouad Salahdine
President and CEO,

Exhibit "A"

LEGAL DESCRIPTION OF DEVELOPMENT SITE

Exhibit "B" Parking Lease