

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is by and between the **CITY OF HOLLYWOOD, FLORIDA**, whose address is 2600 Hollywood Boulevard, Hollywood, Florida 33020 (“Seller”), and **PINNACLE AT PEACEFIELD, LTD.**, a Florida limited partnership, its successors and/or assigns (“Purchaser”), whose office address is 9400 South Dadeland Boulevard, Suite 100, Miami, Florida 33156. The effective date of this Agreement shall be the date that this Agreement is fully executed by Seller, Purchaser and Escrow Agent (the “Effective Date”).

1. **Property.** Subject to and in accordance with the terms, covenants, and conditions of this Agreement, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller (i) that certain real property located in the City of Hollywood, Broward County, Florida, and legally described on **EXHIBIT A** attached hereto and incorporated herein by this reference (the “Land”), together with: (a) any and all buildings and improvements located on the Land (the “Improvements”); (b) any and all fixtures attached or related to the Land and/or the Improvements, if any (the “Fixtures”); (c) all of Seller’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 Land and/or the Improvements; and (d) all of Seller’s right, title, and interest, if any, to the air space above the Land, and zoning entitlements, development rights, and appurtenances accruing to the Land, 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 (ii) any and all tangible and intangible personal property of Seller 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 Seller has, including, without limitation, those relating to utilities, prepaid water and sewer connection fees, reservation fees and impact fees; (b) all right, title and interest of Seller in any approved site plans, development plans, development orders or development agreements as they relate to the Real Property; (c) 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; (d) all rights and interests of Seller 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; and (e) any and all right, title and interest of Seller in any environmental and/or wetlands mitigation relating to the Real Property, or any portion thereof (collectively, the “Development Plans and Approvals”). The Real Property and the Personal Property are collectively referred to herein as the “Property.”

2. **Deposits.** Seller acknowledges that Purchaser has previously deposited Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the “Cost Deposit”) with Seller at the time Purchaser submitted its Public Private Partnership Proposal pursuant to Section 287.05712, Florida Statutes, and the City of Hollywood’s Ordinance 2015-07 (the “P-3 Proposal”). In the event this Agreement is terminated prior to Closing, in accordance with the terms and conditions set forth herein and Purchaser is entitled to receive a return of the Escrow Deposit, Seller shall deduct its actual costs incurred in connection with this Agreement, the advertising and review of the P-3 Proposal, and return the remainder of the Cost Deposit, if any, to the Purchaser (the “Refundable Cost Deposit”). Within two (2) business days following the Effective Date,

Purchaser shall deposit as an earnest money deposit, the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) (the "Initial Deposit") with Shutts & Bowen LLP (the "Escrow Agent"). If Purchaser receives an "invitation to credit underwriting" from Florida Housing Finance Corporation ("Florida Housing") in connection with Purchaser's application for Tax Credits (as hereinafter defined), then within two (2) business days of such invitation, Purchaser shall make an additional deposit payable to Escrow Agent in the amount of Fifteen Thousand and No/100 Dollars (\$15,000.00) (the "Second Deposit") with Escrow Agent. The Initial Deposit, Second Deposit and Refundable Cost Deposit are collectively referred to herein as the "Escrow Deposit". If Purchaser fails to terminate this Agreement prior to the expiration of the Inspection Period, the Escrow Deposit, to the extent paid, shall be non-refundable to Purchaser (except as otherwise expressly provided for herein) and credited to the Purchase Price (as hereinafter defined) at the closing of the transaction evidenced by this Agreement ("Closing"), unless a party is in default under this Agreement or is otherwise entitled under this Agreement to receive the Escrow Deposit, in which case the Escrow Deposit, together with any interest accrued thereon, shall be disbursed by Escrow Agent to the appropriate party in accordance with the applicable provisions of this Agreement.

3. Purchase Price. The purchase price to be paid by Purchaser for the Property (the "Purchase Price") shall be an amount equal to One Million Five Hundred Seventy Five Thousand and No/100 Dollars (\$1,575,000.00). The Purchase Price shall be paid by Purchaser to Seller as follows: (A) the Escrow Deposit 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 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. Title Commitment and Survey.

(a) Within the Inspection Period, Purchaser may, at its sole expense, obtain (i) a title insurance commitment (the "Title Commitment") for a fee owner's title insurance policy covering the Real Property (the "Title Policy") from a title insurance company selected by Purchaser (the "Title Company") and (ii) a survey of the Real Property (the "Survey").

(b) Purchaser shall, no later than the end of the Inspection Period, notify Seller in writing specifying any objections to matters shown on the Title Commitment or the Survey (the "Title Objections"). Any matters on the Title Commitment or the Survey that Purchaser does not timely object to, and which are not items set forth in Sections 40(ii)-(iii) below, shall be deemed "Permitted Exceptions." Within ten (10) business days after Seller's receipt of Purchaser's notice of the Title Objections, Seller shall advise Purchaser in writing that: (i) Seller shall cause the Title Objections to be removed or remedied prior to Closing or (ii) Seller shall not cause the Title Objections to be removed or remedied prior to Closing. Notwithstanding the foregoing, Seller shall be required to satisfy, cure or remedy those matters set forth in Sections 40(ii)-(iii) below, even if such items are not Title Objections. If Seller does not notify Purchaser in writing of its election within the above-referenced ten (10) business day period, Seller shall be deemed to have elected to cause all of the Title Objections to be removed or remedied prior to Closing. If Seller does not elect to cause all of the Title Objections to be removed or remedied prior to Closing, Purchaser shall have ten (10) business days after receipt of Seller's notice of the Title Objections which it will not cure to elect in writing to: (i) proceed with the purchase and acquire the Property subject to the Title Objections which Seller has not agreed to cure; or (ii) terminate this Agreement by written notice to Seller and Escrow Agent, in

which case the Escrow Deposit and any interest accrued thereon, shall be returned to Purchaser, whereupon both parties shall be released from all further obligations under this Agreement, except those which specifically survive termination hereof.

(c) At or prior to Closing, Seller shall cause to be cured, remedied, or released (i) any and all Title Objections which Seller has elected, or is deemed to have elected, to cure pursuant to Section 40, (ii) any mortgages or deeds of trust, judgment liens, construction liens and other liens (other than the lien of real estate taxes and assessments not yet due and payable) concerning the Property provided for by statute, code or ordinance, or created by express grant in writing by Seller, and (iii) any and all encumbrances and/or exceptions concerning the Property created by, under or through Seller after the Effective Date.

(d) From time to time prior to Closing, Purchaser may cause, at its sole expense, the Title Commitment and/or the Survey to be updated (the "Title Update") and a copy of the Title Update shall be delivered to Seller. If Purchaser objects to any matters shown on the Title Update that were not shown on the Title Commitment or the Survey, such matters shall be deemed Title Objections and the provisions of subparagraphs 40 and 40 shall apply to those matters.

5. Inspections.

(a) Within ten (10) days of the Effective Date, Seller shall provide Purchaser with copies of the materials concerning the Property listed on **EXHIBIT B** attached hereto and incorporated herein by this reference, provided that the materials are in existence and in Seller's possession or control (the "Property Document(s)"). Following Seller's delivery of the Property Documents, if, prior to Closing, Seller subsequently comes into possession of a document that would be considered a Property Document, Seller shall provide Purchaser with a copy of such additional Property Document immediately upon Seller's receipt of said document. Seller 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 sixtieth (60th) day thereafter (the "Inspection Period").

(c) At all times during the Inspection Period (and thereafter so long as this Agreement is not terminated), Purchaser may examine and inspect the Property and the Property Documents, and in connection therewith, Purchaser and Purchaser's contractors, consultants, employees, and agents shall be entitled to enter upon the Property, and any portions thereof, 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 Purchaser to be necessary, proper, or appropriate to determine the feasibility (economic or otherwise) of the acquisition of the Property by Purchaser. Purchaser indemnifies, defends, and holds Seller 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 Purchaser or Purchaser's contractors, consultants, employees, and agents in connection with the Property

inspections. Purchaser shall cause to be repaired any physical damage to the Property caused by such inspection activities. The provisions of this Section 5(c) shall survive the termination of this Agreement.

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

(e) Purchaser acknowledges that the Inspection Period will give Purchaser the opportunity to investigate the Property and all aspects of the transaction. In electing to proceed with the transaction, Purchaser shall have determined that the Property is satisfactory to Purchaser in all respects and is purchasing the Property in “as-is, where-is” condition. Purchaser 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 Seller to enter into this Agreement. Purchaser further acknowledges and agrees that, except for the specific representations made by Seller in this Agreement, Seller has made no representations, is not willing to make any representations, nor held out any inducements to Purchaser other than those expressly set forth in this Agreement; and Seller 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.

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

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

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

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

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

(e) Seller 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, Seller 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 Property without Purchaser's written consent.

(g) There are no leases, tenancies, or other rights of occupancy or use of any portion of the Property.

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

7. Purchaser's Representations, Warranties and Covenants. As of the Effective Date and as of the Closing, Purchaser represents and warrants to Seller, and where indicated, covenants, and agrees, as follows: (i) Purchaser is duly organized, validly existing, and in good standing under the laws of the State of Florida; (ii) Purchaser has full power and authority to enter into and perform this Agreement in accordance with its terms; and (iii) the person executing this Agreement on behalf of Purchaser has been duly authorized by Purchaser to do so.

8. Governmental Approval Applications. Seller shall promptly, upon Purchaser's request and provided Seller thereby assumes no liability or obligation and at no cost to Seller, 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 Purchaser's reasonable opinion, are necessary or desirable for the development of the Project.

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

(a) At Closing, 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) By Closing, Purchaser shall have satisfied or waived in writing the "Tax Credit Contingency." For purposes of this Agreement, the term "Tax Credit Contingency" means, collectively: (i) an award from Florida Housing Finance Corporation ("FHFC") in connection with a Request for Applications issued by FHFC prior to December 31, 2016 applicable to Broward County, Florida, for Federal Income Tax Credits under the Low Income Housing Tax Credit Program (the "Tax Credits") in an amount sufficient, in Purchaser's sole and absolute discretion, to enable Purchaser to acquire the Property and construct its intended improvements on the Property, with all time to appeal such award having expired and with no appeal then pending and no appeal instituted or petition filed, and (ii) a binding commitment acceptable to Purchaser in its sole and absolute discretion for a syndication/sale of such Tax Credits to an investor. If Purchaser has not satisfied the Tax Credit Contingency within the time period provided for herein, whether as a result of (x) not receiving an allocation of Tax Credits, (y) withdrawing or not submitting its application for Tax Credits as a result of Purchaser's good faith determination that its application for Tax Credits would not be successful, or (z) not receiving a commitment satisfactory to Purchaser as contemplated in clause (ii) of this Section

9(b), Purchaser shall have the right to terminate this Agreement upon delivering written notice thereof to Seller; provided, however, Purchaser's withdrawal of its application for Tax Credits shall not be a condition precedent to the return of the Escrow Deposit.

(c) By Closing, Purchaser shall have obtained final site plan approval for the development of the Property and the CRA Property (as hereinafter defined) from the Seller and any other applicable governmental authority for the development of no fewer than one hundred twenty (120) elderly residential units with related amenities on the Property and the CRA Property (the "Project"), with all time to appeal such approval having expired and no appeal then pending and no appeal instituted or filed. At Purchaser's option, the Project may include commercial and/or retail space.

In addition to any rights or remedies that Purchaser may be entitled to under this Agreement, if any of the Closing Conditions are not satisfied by Closing, Purchaser shall have the right to terminate this Agreement upon delivering written notice to Seller, in which event the Escrow Deposit shall be returned to Purchaser and all further obligations of the parties hereunder shall terminate, except those that expressly survive termination hereof.

10. Closing. Unless sooner terminated by either Seller or Purchaser pursuant to the provisions of this Agreement and subject to the terms and conditions of this Agreement, Closing shall take place at the offices of the Escrow Agent at 10:00 a.m. Eastern Time, or by mail, on or before June 30, 2017 (the "Closing Date"); provided, however, if Purchaser or the Project is either appealing or the subject of an appeal of an award of Tax Credits, Purchaser may extend the Closing Date to the 30th day following final, nonappealable award of Tax Credits, but in no event to a date later than November 30, 2017. Purchaser shall have the right to close this transaction prior to the scheduled Closing Date. If Purchaser elects to exercise such right, it will notify Seller of the earlier Closing Date at least ten (10) days prior to the new Closing Date. Notwithstanding anything contained herein to the contrary, if the Tax Credit Contingency has not been satisfied or waived in writing by Purchaser by the Closing Date (as same may be extended in accordance with this Section 10), either party may terminate this Agreement upon written notice to the other, in which event the Escrow Deposit shall be returned to Purchaser and all further obligations of the parties hereunder shall terminate, except those that expressly survive termination hereof.

11. CRA Property Contingency. Purchaser's obligations hereunder to close on the Property shall be contingent upon Purchaser simultaneously closing upon that certain property which is the subject of that certain Purchase and Sale Agreement of even date herewith by and between Purchaser and Hollywood Community Redevelopment Agency (the "Contingent Contract") with respect to the real property legally described on EXHIBIT C (the "CRA Property"). In the event the Contingent Contract fails to close for any reason other than the default of Purchaser, Purchaser may terminate this Agreement, whereupon both parties shall be released from all further obligations hereunder except those that expressly survive termination hereof, and the Escrow Deposit shall be immediately returned to Purchaser by Escrow Agent and Seller, as applicable.

12. Apportionment, Adjustments and Closing Costs.

(a) Seller 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 Seller. Pending assessment liens by any governmental or quasi-governmental authority as of the Adjustment Date shall be assumed by Purchaser; 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 Seller 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) Seller 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 to Purchaser; and (iii) its own attorneys' fees incurred in connection with this transaction, except as provided in Section 23 of this Agreement.

(e) Purchaser shall pay: (i) the costs and any reports and inspections ordered by or through Purchaser; (ii) all transfer taxes and deed stamps, if any, with respect to sale of the Real Property and the recording of the special warranty deed to Purchaser 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 Purchaser in connection with this transaction; (vi) except as provided in Section 23, its own attorneys' fees incurred in connection with this transaction; (vii) all costs relating to applications for zoning, site plan, or other governmental approvals; and (viii) all architectural and engineering costs incurred by Purchaser in connection with its proposed development of the Project.

The provisions of this Section 11 shall survive the Closing.

13. Deliveries by Seller at Closing. At the Closing, Seller shall cause to be delivered to Purchaser the following documents and other items, all in form and substance reasonably acceptable to Seller, Purchaser, 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 Seller's right, title, and interest in the Development Plans and Approvals, the Development Rights, and any intangible Personal Property related to the Property, to the extent assignable; (d) the Development Plans and Approvals and any documents related to the Development Rights, to the extent applicable and in Seller's possession or control; (e) if Seller is

not a natural person, appropriate entity resolutions of Seller, evidence of Seller's good standing and authority to transact business, and such other documentation evidencing Seller's authority to sell the Property to Purchaser 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 Seller 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; (j) the Parking Easement (as defined in Section 20 herein) and (k) such other documents as are customarily given in comparable transactions in Broward County, Florida, or as may be reasonably requested by Purchaser's counsel or the Title Company consistent with the intent of this Agreement.

14. Deliveries by Purchaser at Closing. At Closing, Purchaser shall cause to be delivered to Seller the following documents and other items: (i) immediately available funds in the form of a certified or cashier's check or wire transfer, payable to Seller in an amount equal to the balance of the Purchase Price, plus or minus any closing adjustments as set forth in Section 11 or other Closing credits in favor of Purchaser provided for in this Agreement; (ii) the Closing Statement executed by Purchaser; and (iii) such other documents as are customarily given in comparable transactions in Broward County, Florida, or as may be reasonably requested by Seller's counsel or the Title Company consistent with the intent of this Agreement.

15. Default.

(a) In the event that Seller is not entitled to terminate this Agreement under any provision hereof and Purchaser is not in default in performance of the terms hereof, then in the event that Seller should fail to consummate the transaction contemplated herein, fail to perform any of its obligations hereunder, or is otherwise in breach or default hereunder in any respect, including, but not limited to, being in breach of a representation or warranty, then Seller shall be in default under this Agreement and Purchaser 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. Nothing contained herein shall be deemed to limit the obligations of Seller or the remedies of Purchaser available at law or in equity with respect to a breach or a default by Seller 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.

(b) In the event that Purchaser is not entitled to terminate this Agreement under any provision hereof and Seller is not in default in performance of the terms hereof, then in the event Purchaser shall fail to consummate the transaction contemplated herein, then Purchaser shall be in default under this Agreement and Seller may elect, as Seller's sole and exclusive remedy, 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 Seller, such sums being agreed upon as Seller's liquidated damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed upon Purchaser by the terms and conditions of this Agreement due to the difficulty, inconvenience, and uncertainty of ascertaining Seller's actual damages in the event of Purchaser's default under this Agreement or (ii) pursue an action for specific performance; provided, however, no such action for specific

performance shall be commenced or maintained by Seller unless the Closing Condition specified in Section 9(b) shall have been satisfied. No other damages, rights, or remedies shall in any case be collectible, enforceable, or available to Seller other than as provided in this Section 140. Nothing contained herein shall be deemed to limit the obligations of Purchaser or the remedies of Seller available at law or in equity with respect to a breach or a default by Purchaser 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. 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 Seller, then Purchaser may, by written notice to Seller, elect to: (i) terminate this Agreement, in which event the Escrow Deposit and any interest accrued thereon, shall be returned to Purchaser, 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 Seller shall, at Closing, assign to Purchaser all of Seller'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 Seller. If the Property is damaged prior to Closing, written notice thereof shall be delivered to Purchaser within ten (10) days of such damage. Seller shall have no obligation to restore the Property to the condition existing prior to the casualty, but Seller 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.

17. 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 17. The provisions of this Section 17 shall survive Closing or the earlier termination of this Agreement.

18. 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 Purchaser and Seller received within the next ten (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 Purchaser and Seller, 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. Seller and Purchaser acknowledge and agree that Escrow Agent is the law firm representing Purchaser 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. Seller further agrees that Escrow Agent shall be permitted to represent Purchaser in all aspects of this Agreement and the subject transaction, including, without limitation, any dispute with respect to the Escrow Deposit.

19. Notices. Any and all notices required or permitted to be served pursuant to the terms of this Agreement shall be in writing, effective upon receipt and shall be (a) mailed by registered or certified mail, with return receipt requested and postage prepaid, (b) sent by Federal Express or other commercially recognized overnight mail service, postage prepaid, (c) hand delivered, or (d) delivered by facsimile transmission or email as follows:

If to Seller:	City of Hollywood, Florida 2600 Hollywood Boulevard Hollywood, Florida 33020 Attention: _____ Telephone No.: _____ Fax No.: _____ Email: _____	With a copy to:	_____ _____ _____ Telephone No.: _____ Fax No.: _____ Email: _____
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If to Purchaser:	Pinnacle at Peacefield, Ltd. 9400 South Dadeland Boulevard Suite 100 Miami, Florida 33156 Attention: David O. Deutch Telephone No.: (305) 854-7100 Fax No.: (305) 859-9858 Email: david@pinnaclehousing.com	With copies to:	Shutts & Bowen LLP 200 South Biscayne Boulevard 40 th Floor Miami, Florida 33131 Attention: Robert Cheng, Esq. Telephone No.: (305) 415-9083 Fax No.: (305) 347-7783 Email: rcheng@shutts.com
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If to Escrow Agent:	Shutts & Bowen LLP 200 South Biscayne Boulevard 40 th Floor Miami, Florida 33131 Attention: Robert Cheng, Esq. Telephone No.: (305) 415-9083 Fax No.: (305) 347-7783 Email: rcheng@shutts.com
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Any party hereto may, at any time, by written notice to the other party hereto, designate any other address or contact information in substitution of the foregoing address or contact information to which notice under this Agreement shall be given and other parties to whom

copies of all notices hereunder shall be sent. Further, notices submitted to or by an attorney on behalf of either party shall be sufficient for the purposes of this Agreement.

20. Easement Parcel. Seller is also the owner of certain vacant real property located in Broward County that is adjacent to the Property and more particularly described in Exhibit "D" attached hereto (the "Easement Parcel"). At Closing Seller shall grant Purchaser and its successors and assigns, and their respective tenants, guests and invitees, a non-exclusive easement over, upon and across the Easement Parcel for parking and related purposes (the "Parking Easement"). The foregoing Parking Easement shall benefit the Property and be in form and substance reasonably satisfactory to Purchaser and Seller. The Parking Easement shall provide that except for Purchaser's obligation to maintain the Easement Parcel at its sole cost and expense as a grass parking area so as to keep it at all times in a functional condition for parking purposes, Purchaser shall have no additional obligations with respect to the Easement Parcel.

21. Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement, nor any provision hereof, may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument. No delay or omission in the exercise of any right or remedy accruing to one party upon any breach by the other party under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by a party of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein contained.

22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without application of its conflict of law principles.

23. 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.

24. 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 Saturday, Sunday or legal holiday shall extend to 5:00 p.m. Eastern Time of the next full business day.

25. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns.

26. Headings. Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. Any signature delivered by facsimile, email, or other forms of electronic transmission, such as a PDF, shall be considered an original signature by the sending party.

28. Waiver of Jury Trial. SELLER AND PURCHASER WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF, WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT. ANY SUCH DISPUTES SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY

29. Purchaser Acknowledgment. Purchaser acknowledges that Seller has advised Purchaser that (i) the Property was purchased by the City, in part, with Community Development Block Grant funds and Section 108 loan guaranties and (ii) the building(s) that were located on the Property were demolished with Neighborhood Stabilization Program funds. As a result, the Property is subject to the following restrictions:

(a) A minimum of 51% of the units must be occupied by tenants whose household income does not exceed 80% of the area median income and the remaining units must be occupied by tenants whose household income does not exceed 120% of the area median income;

(b) If the Property is improved as owner-occupied units, each unit must be occupied by an owner or owners whose household income does not exceed 80% of the area median income.

Notwithstanding the recitation of restrictions in this Section 27, all eligibility criteria must be met for each funding source associated with the Property.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement as of the Effective Date.

SELLER:

CITY OF HOLLYWOOD, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____

PURCHASER:

PINNACLE AT PEACEFIELD, LTD.,

a Florida limited partnership

By: PHG-Peacefield, LLC, a Florida limited liability company, its general partner

By: _____

David O. Deutch, Vice President

Date: _____

ACKNOWLEDGMENT OF ESCROW AGENT

The undersigned hereby acknowledges receipt of the Initial Deposit, and agrees to accept, hold and disburse same in accordance with the provisions of this Agreement.

SHUTTS & BOWEN LLP

By: _____

Name: Robert Cheng, Esq.

Title: Partner

EXHIBIT A

Description of the Land

Lots 13, 14, 15, 16, 17, 19, 20, 21 in Block 1 of AMENDED PLAT OF HOLLYWOOD LITTLE RANCHES, according to the Plat thereof, as recorded in Plat Book 1, at Page 26, of the Public Records of Broward County, Florida.

EXHIBIT B

List of Property Documents

Existing surveys, elevation certificates, topographical maps, and zoning and land use maps for the Property, if any.

Copies of existing title insurance policies for the Property and/or preliminary title reports issued by Escrow Agent, if any, including copies of all title exceptions identified in the title insurance policies.

Engineering reports and drawings and environmental reports for the Property, including engineered truss drawings, Phase I and/or Phase II environmental audit, and soil testing and related environmental reports, including compaction tests, if any.

List of pending litigation relating to the Property, if any.

Market and/or feasibility studies for residential development, if any.

Copies of any appraisals relating to the Property, if any.

Copies of all agreements affecting the Property, if any.

Copies of all current rent rolls for the Property, if any

Copies of any Development Plans and Approvals, if any.

Copies of any documents related to Development Rights, if any.

EXHIBIT C

CRA Property

Lots 4 and 5 in Block M, of AMENDED PLAT OF HOLLYWOOD LITTLE RANCHES, according to the Plat thereof, as recorded in Plat Book 1, at Page 26, of the Public Records of Broward County, Florida; and

Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 of W.B. SYMMES SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 7, Page 7, of the Public Records of Broward County, Florida.

EXHIBIT D

Easement Parcel

The South 85 Feet of Lot 11, Block 2, HOLLYWOOD LITTLE RANCHES, according to the Plat thereof, as recorded in Plat Book 1, Page 26 of the Public Records of Broward County, Florida.