

EXHIBIT A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the Effective Date (hereinafter defined) by and among COSAC HOMELESS ASSISTANCE CENTER, INC., a Florida nonprofit corporation ("Cosac") and SEAN A. CONONIE, an individual ("Cononie") (Cosac and Cononie are collectively referred as the "Seller") and the CITY OF HOLLYWOOD, a Florida municipal corporation (the "Buyer").

R E C I T A L S

1. Cosac is the owner of certain improved real property located in the City of Hollywood, Broward County, Florida, and more particularly described on Exhibit "A-1" attached hereto and made a part hereof (the "Cosac Property").

2. Cononie is the owner of certain improved real property located in the City of Hollywood, Broward County, Florida, and more particularly described on Exhibit "A-2" attached hereto and made a part hereof (the "Cononie Property").

3. Buyer desires to purchase and Seller desires to sell the Property (hereinafter defined), upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Buyer and Seller agree as follows:

1. Definitions. The following terms when used in this Agreement shall have the following meanings:

1.1 Agreement. This Purchase and Sale Agreement and all Exhibits hereto and amendments hereof.

1.2 Attorneys' Fees. All reasonable fees charged by an attorney for services and the services of any paralegals, legal assistants or law clerks, including (but not limited to) fees charged for representation at the trial level and in all appeals and all costs relative thereto; provided, however the foregoing is limited to those types of fees and costs that are legally recoverable and as are awarded by a court of competent jurisdiction.

1.3 Business Day. Any day that the banks in Broward County, Florida are open for business.

1.4 Buyer. City of Hollywood. Attention: Cathy Swanson-Rivenbark, City Manager. Buyer's mailing address is 2600 Hollywood Boulevard, Room 419, Hollywood, Florida 33022-9045. Telephone: (954) 921-3201. Telecopy: (954) 921-3314.

1.5 Buyer's Attorney. GrayRobinson, P.A., Attention: Steven W. Zelkowitz, Esq. Buyer's Attorney's mailing address is 1221 Brickell Avenue, Suite 1600, Miami, Florida 33131. Telephone: (305) 416-6880; Telecopy: (305) 416-6880.

1.6 Buyer's Costs. All costs incurred by Buyer with regard to this transaction, including without limitation its costs incurred in conducting its "due diligence" studies, audit examinations, surveys, environmental, structural and other exams of the Property, engineering costs, Attorneys' Fees, financing costs, and any and all other expenses incurred by Buyer in the event this Agreement is terminated due to Seller's default or as may be otherwise provided by this Agreement. Buyer's Costs shall be evidenced by statements submitted to Seller's Attorney and such other reasonable information requested by Seller's Attorney.

1.7 Closing. The consummation of the transaction contemplated by this Agreement including delivery of the Deed to Buyer concurrently with the delivery of the Purchase Price to Seller.

1.8 Closing Agent. Buyer's Attorney as agent for the Title Company shall be the Closing Agent.

1.9 Closing Date. On or before April 15, 2015, unless extended in accordance with the provisions herein contained.

1.10 Deed. The Special Warranty Deed which conveys the Land from Seller to Buyer.

1.11 Effective Date. The date this Agreement is executed by the last of either the Buyer or Seller.

1.12 Evidence of Authority. Evidence of Authority for the execution and performance of this Agreement by Cosac shall mean (i) necessary resolutions or consents by the member(s), manager(s), shareholder(s), director(s) or partner(s), as applicable, (ii) a certificate of incumbency duly executed by a duly authorized member, manager, or officer of Cosac with respect to the offices or titles held by the persons who executed this Agreement and will execute documents on behalf of Cosac as required or contemplated by this Agreement, (iii) Certificate of Good Standing issued by the Florida Secretary of State, (iv) a certified copy of the Articles of Incorporation or Organization, as applicable, filed with the Florida Secretary of State, and (v) such other documents as reasonably required by the Title Company. The foregoing requirements shall also apply to any member(s), manager(s), shareholder(s), director(s) or partner(s), as applicable, of Seller who are not a natural person. Evidence of Authority for the execution and performance of this Agreement by Buyer shall mean (i) a certified copy of the resolution of the City Commission of the City of Hollywood approving this Agreement and the acquisition of the Property, and (ii) such other documents as reasonably required by the Title Company.

1.13 Governmental Authority. Any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

1.14 Governmental Requirement. Any law, enactment, statute, code ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license,

authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued.

1.15 Hazardous Material. Any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, asbestos, polychlorinated biphenyls (PCB's), hazardous wastes or substances or toxic wastes or substances, including, without limitation, any substances now or hereafter defined as or in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials" or "toxic substances" under any applicable Governmental Requirements.

1.16 Improvements. All buildings, structures, improvements and fixtures located on or under the Land.

1.17 Intangible Personal Property. All intangible property owned by Seller and used in connection with or relating to the ownership, use, development, operation, management, occupancy or maintenance of the Land, the Improvements, and/or the Personal Property including, but not limited to, the Permits, the Warranties, all public and private contract rights and development usage rights with respect to the Land and Improvements.

1.18 Land. The parcels of real property located in Broward County, Florida being more particularly described on Exhibit "A-1" and Exhibit "A-2" attached hereto and made a part hereof, together with all property rights, easements, rights-of-way, privileges and appurtenances thereto; all leases, rents, and profits derived therefrom; all right, title and interest of Seller in and to any land lying in the bed of any street, road, highway or avenue, open or proposed, public or private, in front of or adjoining all or any part of the Land to the center line thereof; and all right, title and interest of Seller in and to any unpaid award for damage to the Property or any part thereof by reason of change of grade of any street, road, highway or avenue adjacent to the Property; all strips and gores adjoining and adjacent to the Land; and all oil, gas and mineral rights.

1.19 Leases. All leases and other agreements (whether written or oral) to occupy or traverse the Land and/or the Improvements or any portion thereof, which shall include all exhibits, amendments and modifications thereof.

1.20 Permits. The certificates of occupancy and completion, as applicable, with respect to the Improvements and all other consents, notices of completion, environmental and utility permits and approvals, authorizations, variances, waivers, licenses, permits, certificates and approvals from any governmental or quasi-governmental authority issued or granted with respect to the Property now or prior to Closing.

1.21 Permitted Exceptions. Those matters identified in or referred to in Section 5.2 below and such other title exceptions as may hereafter be approved in writing (or deemed to have been approved by the Buyer) subject to and in accordance with the terms and provisions of Section 5.

1.22 Personal Property. All items of Personal Property owned by Seller located on the Land. Such Personal Property shall include, but not be limited to: (i) all fixtures, furnishings,

machinery, equipment, and other articles of Personal Property attached or appurtenant to the Land or used in connection with the use or operation therewith, including any drawings, as-built plans and specifications and all Permits in the possession of Seller (ii) all attachments, appliances, fittings, lighting fixtures, doors, cabinets, elevators, sprinkler, plumbing, heating, air conditioning, electrical, ventilating, lighting, incinerating, refrigerating and cooling systems, vaults, safes, carpets, floor coverings, together with all parts and supplies pertaining thereto; and (iii) the Property Records. A general inventory of the Personal Property is attached hereto as Exhibit "B" and by this reference made a part hereof.

1.23 Property. The Land, Improvements, Intangible Personal Property and Personal Property.

1.24 Property Records. Copies of all records, files, documents in the Seller's possession or control relating to the Property including, but not limited to the Permits, Service Agreements, Warranties, appraisals, paid ad valorem real and personal property tax bills, sales tax payment records, utility bills relating to the Property, tax assessment notices, title insurance policies, surveys, site plans, as-built plans and specifications, construction drawings, engineering reports, plats, soil reports and compaction tests, environmental audits, engineering reports and similar technical data and information, and material correspondence (which shall mean correspondence, other than attorney/client privileged correspondence, which discloses claims, allegations or adverse information regarding the Property or claims, allegations or adverse information that the Property violates any Governmental Requirements, that there is Hazardous Material on or about the Property, or that there are defects, deficiencies or hazardous conditions in or on the Property).

1.25 Purchase Price. FOUR MILLION EIGHT HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$4,820,000.00), which Purchase Price is allocated as follows: TWO MILLION FIVE HUNDRED TWENTY ONE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$2,521,800.00) as consideration for the Property and TWO MILLION TWO HUNDRED NINETY EIGHT THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$2,298,200.00) as consideration for Seller's post-closing covenants and agreements as set forth in the Post Closing Agreement referenced in Section 13.5 below and attached hereto as Exhibit "H".

The Purchase Price is further allocated as follows:

- (a) Eight Hundred Fifty Thousand Eight Hundred and 00/100 Dollars (\$850,800.00) for the Cononie Property.
- (b) One Million Six Hundred Seventy One Thousand and 00/100 Dollars (\$1,671,000.00) for the Cosac Property.
- (c) Four Hundred Forty Nine Thousand Two Hundred and 00/100 Dollars (\$449,200.00) for Cononie's post-closing covenants and agreements as set forth in the Post Closing Agreement.

(d) One Million Seven Hundred Forty Nine Thousand and 00/100 Dollars (\$1,749,000.00) for Cosac's post-closing covenants and agreements as set forth in the Post Closing Agreement.

(e) One Hundred Thousand and 00/100 Dollars (\$100,000.00) for Mark W. Targett's post-closing covenants and agreements as set forth in the Post Closing Agreement.

1.26 Seller. Cosac Homeless Assistance Center, Inc., a Florida nonprofit corporation and Sean A. Cononie, an individual. Seller's mailing address is 4611 S. University Drive, PMB 157, Davie, Florida 33328, Attention: Sean A. Cononie. Cosac's taxpayer identification number is 65-1035076; Cononie's taxpayer identification number will be provided at Closing.

1.27 Seller's Attorney. John T. David, P.A., Attention: John Thomas David, Esq. Seller's Attorney's mailing address is 10 south New River Drive, East, Suite 202, Fort Lauderdale, Florida 33301. Telephone: (954) 523-1755. Telecopy: (954) 523-7730.

1.28 Service Agreements. All management, service, equipment, supply, security, maintenance, concession, pest control, employment and collective bargaining agreements, equipment leases, advertising contracts, vending machine contracts and other such agreements (and any amendments, modifications or supplements thereto) with respect to or affecting the Property or any portion thereof. A schedule of the Service Agreements is attached hereto as Exhibit "C" and by this reference made a part hereof.

1.32 Title Commitment. An ALTA Title Insurance Commitment from the Title Company, agreeing to issue the Title Policy to Buyer upon satisfaction of the Buyer's obligations pursuant to this Agreement.

1.33 Title Policy. An ALTA owner's title insurance policy in the amount of the Purchase Price, insuring Buyer's title to the Land, subject only to the Permitted Exceptions.

1.34 Title Company. First American Title Insurance Company, Chicago Title Insurance Corporation, or such other nationally recognized title insurance company licensed to write title insurance in the State of Florida approved by Buyer.

1.35 UCC Report. A report detailing the results of a search of all personal property records in which a security interest, lien or encumbrance may affect any portion of the Property.

1.36 Warranties. All warranties and guarantees relating to the Property, including all warranties and guarantees of the Improvements and Personal Property by general contractors, subcontractors, suppliers and manufacturers.

2. Purchase and Sale; General Intent; Interpretation.

2.1 Purchase and Sale Agreement. Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase and acquire the Property from Seller subject to and in accordance with the terms and conditions of this Agreement.

2.2 General Intent. The Buyer is a Florida municipal corporation. The Seller consists of a Florida nonprofit corporation, Cosac, and an individual, Cononie. Cosac is owned and controlled by Cononie. The Property consists of four parcels owned by Cosac and four parcels owned by Cononie. The Buyer desires to acquire the Property for redevelopment purposes.

2.3 Interpretation. Buyer and Seller acknowledge and agree that it is the express intent of the parties that the obligations of each of Cosac and Cononie shall be applicable to each party individually with respect to the parcel of the Property owned by such party. Accordingly, notwithstanding anything in this Agreement to the contrary, all references to Seller and Property set forth in this Agreement shall also respectively refer to and mean each individual party comprising Seller and the parcel of the Property owned by such party, as the context of the terms and provisions of this Agreement shall dictate. By way of example, but without limiting the foregoing, Cosac shall, among other things, only be required to deliver Property Records and execute closing documents relative to the Cosac Property. Notwithstanding the foregoing, Buyer's obligation to close is expressly subject to and contingent upon Cosac selling the Cosac Property to Buyer, and Cononie selling the Cononie Property to Buyer, all in accordance with the terms and conditions of this Agreement. Accordingly, the failure of Cosac to sell the Cosac Property to Buyer shall constitute the default of Cononie and vice versa, thereby entitling Buyer to its rights and remedies as set forth herein.

2.4 AS-IS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS" "WHERE IS" BASIS, WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED. THIS SECTION 2.4 SHALL SURVIVE THE CLOSING AND DELIVERY OF THE DEED.

3. Purchase Price. The Purchase Price shall be paid as follows:

3.1 Deposit. Simultaneously with the execution of this Agreement, Buyer has deposited into escrow, in an interest bearing account opened by the law firm of GrayRobinson, P.A. ("Escrow Agent"), an earnest money deposit of FOUR HUNDRED EIGHTY TWO THOUSAND AND 00/100 DOLLARS (\$482,000.00) (the "Deposit"). Interest on the Deposit shall accrue to the benefit of the Buyer unless the Deposit is delivered to the Seller as liquidated damages pursuant to Section 19.1 below, in which event such interest shall accrue to the benefit of the Seller and be delivered to Seller as part of the Deposit.

3.2 Cash to Close. On the Closing Date, as part of the Closing, Buyer shall pay to Seller by wire transfer of immediately usable wired funds to a bank account or bank accounts

designated by Seller in a notice to Purchaser to be given at least one day prior to Closing, the Purchase Price. The Purchase Price shall be adjusted for any credits, debits or prorations required to be made under this Agreement (the "Cash to Close"). The Deposit shall be part of the Cash to Close.

4. Buyer's Inspection of the Property.

4.1 Seller's Delivery of Property Records. If Seller has not previously delivered the Property Records to Buyer, Seller shall deliver the Property Records to Buyer within five (5) days following the Effective Date and thereafter as they become available. Seller shall have a continuing obligation to deliver to Buyer the Property Records and, if Seller obtains or becomes aware of any additional Property Records, Seller represents and warrants that it shall immediately deliver such additional Property Records to Buyer.

4.2 Buyer's Inspection of the Property. During the "Inspection Period" which begins on the Effective Date and ends forty five (45) days following the Effective Date at 5:00 p.m. (the "Expiration Date"), Buyer or its authorized agents, personnel, employees, or independent contractors shall be entitled to enter upon the Land during reasonable business hours for the purpose of making physical inspections of the Property, including, but not limited to, any and all Improvements and Personal Property. Buyer may make inspections of all Improvements and Personal Property, including but not limited to all roofs, fences, structures, electrical systems, plumbing systems, mechanical systems, paving, and heating, ventilating and air conditioning systems. Buyer may also make all inspections and investigations of the Land which it may deem necessary, including but not limited to soil borings, percolation tests, engineering, environmental, and topographical studies, zoning and availability of utilities. All inspections shall be made at Buyer's expense.

4.3 Indemnification. Subject to provisions and monetary limitations of Section 768.28, Florida Statutes, Buyer hereby agrees to indemnify Seller and hold Seller harmless against all claims, demands and liability, including Attorneys' Fees, for nonpayment for services rendered to Buyer, for mechanics' liens, or for damage to persons or property arising out of Buyer's investigation of the Property. This indemnification and agreement to hold harmless shall survive the termination of this Agreement or the Closing, as applicable.

4.4 Termination Notice. Notwithstanding anything to the contrary in this Agreement, Buyer shall have the right, for any reason or no reason, to elect (in its sole and absolute discretion) to terminate this Agreement by delivering written notice to Seller or Seller's Attorney to that effect no later than the Expiration Date (the "Termination Notice"). If Buyer so delivers the Termination Notice not later than the Expiration Date, then (a) this Agreement shall be terminated and of no further force and effect except for those provisions which expressly survive termination; (b) the Escrow Agent shall deliver the Deposit to Buyer; and (c) the parties shall have no further liability to one another under this Agreement, except for any liability accruing prior to the termination date and any liability associated with or arising from those provisions which expressly survive termination.

5. Evidence of Title.

5.1 Delivery of Prior Owner's Policy. If Seller has not already done so prior to its execution of this Agreement, simultaneously upon its execution of this Agreement Seller shall deliver to Buyer a copy of its prior owner's policy covering the Property.

5.2 Marketable Title. At closing, Seller shall convey to Buyer marketable fee simple title to the Land, subject only to the Permitted Exceptions. For purposes of this Agreement, the Permitted Exceptions shall consist of:

5.2.1 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;

5.2.2 All laws, ordinances and governmental regulations including, but not limited to, applicable building, zoning, land use and environmental ordinances and regulations;

5.2.3 Exceptions shown on the Title Commitment and Survey, as approved by Buyer in accordance with this Agreement.

5.3 Title Commitment. Buyer shall have forty five (45) days from the date of receiving the prior owner's policy to obtain a Title Commitment and to examine same. The title policy to be issued pursuant to the Title Commitment shall insure that any and all restrictions and conditions have not been violated and that any future violation will not result in a forfeiture or reversion of title; shall contain no survey exception; shall contain no printed standard exceptions and shall affirmatively insure access to the Property.

5.4 Objections to Title/Survey. Buyer 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 until the Expiration Date, by written notice to Seller or Seller's attorney of any objections to the Title Commitment and/or the Survey. In the event that Buyer shall so object to the Title Commitment and/or the Survey, Seller shall have fifteen (15) Business Days after receipt of such notice to cure Buyer's objections to Buyer's satisfaction. In the event Seller is unwilling or unable to so cure such objections, Buyer may (i) waive such objections, (ii) give Seller 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 Seller, in which event the Deposit shall be immediately returned to Buyer and neither Buyer nor Seller shall have any further obligations hereunder, except obligations that expressly survive the termination of this Agreement.

5.5 Exceptions Curable by the Payment of Money. Notwithstanding Section 5.4 above, if the Title Commitment reveals the existence of an exception which can be cured or removed by the payment of money on or before the Closing Date (a "Monetary Lien"), then Seller shall pay any amount due in satisfaction of each such Monetary Lien as to the Property which amount, at the option of Seller, may be paid from the proceeds of the Purchase Price at Closing. If one or more Monetary Liens have not been satisfied before the Closing Date, then City and Closing

Agent are hereby authorized to satisfy such Monetary Liens from the proceeds of the Purchase Price at Closing.

5.6 Additional Exceptions Not Curable by the Payment of Money. 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 (a) is a Monetary Lien or (b) was created or consented to by Seller, then Seller shall cure the New Title Matter, at Seller's expense, on or before Closing. If the New Title Matter is not a Monetary Lien or was not created or consented to by Seller, then Seller shall have until the earlier of (i) five (5) Business Days after Seller'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 City may, at its sole option, exercised by written notice to Seller within five (5) Business Days following the expiration of the five (5) Business Day cure period, either (i) terminate this Agreement and receive a refund of the Deposit or (ii) elect to close subject to such New Title Matter. In the event of termination, neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

5.7 Postponement of Closing Date. If the Closing Date has been postponed to afford Seller additional time to cure the New Title Matters, the Closing shall take place fifteen (15) days after Seller sends Buyer written notice that all New Title Matters have been eliminated.

5.8 UCC Report. Within thirty (30) days following the Effective Date, Buyer, at its cost, may obtain the UCC Report. As a condition to Closing, any filed instrument naming the Seller as debtor shown in the UCC Report shall be terminated prior to or at Closing.

6. Survey.

6.1 Delivery of Survey. Within forty five (45) days after the Effective Date Buyer 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 survey in the State of Florida.

6.2 Survey Defects. Buyer shall have until the Expiration Date to examine same. If the Survey shows any encroachment on the Land, or that any Improvement located on the Land encroaches on the land of others, or if the Survey shows any other defect which would affect the marketability of title to the Property, Buyer shall notify Seller of such defect prior to the Expiration Date and such encroachment or defect shall be treated in the same manner as title defects are treated under this Agreement.

7. Appraisals. Buyer may, at its sole cost and expense, obtain one or more appraisals of the Property. Any such appraisals shall be performed by licensed appraisers engaged by the Buyer. Seller shall reasonably cooperate with Buyer's appraiser(s).

8. Seller's Operations.

8.1 Prior to Closing. Between the Effective Date and the Closing Date or earlier termination of this Agreement, Seller covenants and agrees as follows:

8.1.1 Seller shall maintain and operate the Property in the ordinary course of business and in a manner substantially consistent with Seller's maintenance and operation thereof during the twelve (12) month period preceding the Effective Date and in accordance with all Governmental Requirements.

8.1.2 Seller shall not knowingly do any act or omit to do any act, or knowingly permit any act or omission, which will cause a breach or default of this Agreement and/or Governmental Requirements.

8.1.3 Seller shall not enter into any Leases. Seller shall deliver the Property free and clear of all lessees and occupants.

8.1.4 Subject to express provisions of this Agreement to the contrary, Seller shall maintain the physical condition of the Property in substantially the same condition existing at the Effective Date, reasonable wear and tear excepted, but Seller shall have no obligation to make capital improvements.

8.1.5 Except for (a) renewals or modifications of existing Service Agreements (or new Service Agreements in lieu thereof) on terms consistent with their existing terms but which shall be canceled as of the Closing Date, and/or (b) agreements necessary to preserve or protect the Property from imminent damage or persons thereon from imminent injury or loss of life, Seller shall not modify or enter into any new Service Agreements without Buyer's prior written consent. The Seller shall terminate all Service Agreements prior to the Closing Date. Without limiting the foregoing, Seller acknowledges that one of the Service Agreements is a commercial laundry agreement (the "Laundry Agreement"). As a condition to Buyer's obligation to close, prior to or at Closing, Seller shall terminate the Laundry Agreement and cause all laundry equipment including washers and dryers to be removed from the Property, and Seller shall provide the Buyer with written documentation reasonably acceptable to Buyer confirming the foregoing termination and removal.

8.1.6 Except as set forth in the next sentence, Seller shall not remove any item of Personal Property described in Exhibit "B" hereto from the Property unless the same is replaced by Seller with an article of equal suitability and value, free and clear of any lien or security interest. Notwithstanding anything herein to the contrary, with respect to the Property located at 1203 N. Federal Highway only, at any time prior to the Closing Date, but not on the Closing Date or thereafter, Seller shall be permitted to remove and retain ownership of any Personal Property not listed on Exhibit "B"; provided, however, any Personal Property remaining on 1203 N. Federal Highway on the Closing Date shall then be owned by the Buyer, and the Seller shall have no right to enter upon 1203 N. Federal Highway to remove any remaining Personal Property on the Closing Date or at any time thereafter.

8.1.7 Seller shall maintain any and all insurance coverage presently in effect with respect to the Property, including policies of general liability, casualty, property damage and windstorm insurance.

8.1.8 Seller shall comply with all Service Agreements, and with all instruments of record and shall timely pay all taxes, assessments, and utility charges.

8.1.9 Except for business invitees occupying or using the Property in accordance with past practice, Seller shall not permit anyone to occupy or use the Property, or any portion thereof, for any reason whatsoever.

8.1.10 Seller shall observe and keep in force and effect all Permits.

9. Seller's Representations.

9.1 Representations and Warranties. Each of Cosac and Cononie, for themselves and each other, represents and warrants to the Buyer and covenants and agrees with the Buyer, on and as of the date of execution of this Agreement and on the Closing Date, as follows:

9.1.1 Ownership of Cosac Property. Except as set forth in the following sentence, the Cosac Property is the only real property owned in whole or in part by Cosac within the municipal boundaries of the City of Hollywood, and Cosac does not own any other real property within the municipal boundaries of the City of Hollywood, either directly or indirectly, in fee, by lease, by land trust or otherwise including, but not limited to, the legal or beneficial ownership of an interest in an entity or trust. Cosac leases certain property located 1109 N. Federal Highway, Hollywood, Florida 33022 (the "Cosac Lease"). As a condition to Buyer's obligation to close, Cosac shall terminate the Cosac Lease prior to or at Closing, and shall provide the Buyer with written documentation reasonably acceptable to Buyer that the Cosac Lease has been terminated.

9.1.2 Ownership of Cononie Property. The Cononie Property is the only real property owned in whole or in part by Cononie within the municipal boundaries of the City of Hollywood, and Cononie does not own any other real property within the municipal boundaries of the City of Hollywood, either directly or indirectly, in fee, by lease, by land trust or otherwise including, but not limited to, the legal or beneficial ownership of an interest in an entity or trust.

9.1.3 Title. Seller is the fee simple owner of the Land and Improvements free and clear of all encumbrances except for the Permitted Exceptions, other than the requirements under Schedule B-1 of the Title Commitment which are to be satisfied by Seller at or before Closing (without modification arising with regard to the City's rejection or disapproval of any of the items pursuant to this Agreement).

9.1.4 Organization, Power and Authority of Cosac. Cosac is a Florida nonprofit corporation duly formed, validly existing and in good standing under the laws of the State of Florida. Cosac is, to the extent required by law, duly qualified to do business in the State in which the Property is located and has all necessary power to execute and deliver this Agreement and

perform all its obligations hereunder. The execution, delivery and performance of this Agreement by Cosac (i) has been duly and validly authorized by all necessary action on the part of Cosac, (ii) does not conflict with or result in a violation of its organizational documents, or any judgment, order of decree of any court or arbiter in any proceeding to which Cosac is or was a party, and (iii) does not conflict with or constitute a breach of, or constitute a default under, any contract, agreement or other instrument by which Cosac or the Property is bound or to which Cosac is or was a party.

9.1.5 No Legal Bar. The execution by Seller of this Agreement and the consummation by Seller of the transaction hereby contemplated does not, and on the Closing Date will not (a) result in a breach of, or default under, any indenture agreement, instrument or obligation to which Seller is a party and which affects all or any portion of the Property, or (b) to Seller's knowledge constitute a violation of any Governmental Requirement. The Property and the current use, occupation and condition thereof do not violate any of the Permitted Exceptions, site plan approvals, zoning or subdivision regulation or other Governmental Requirement application to the Property.

9.1.6 No Bankruptcy. Seller is not a party to any voluntary or involuntary proceeding under any Governmental Requirement relating to insolvency, bankruptcy, moratorium or other laws affecting creditor's rights to the extent such laws may be applicable to the Seller and/or the Property.

9.1.7 Litigation. Except for two (2) worker's compensation claims which are not related to the Property, there are no actions, suits, proceedings or investigations (including condemnation proceedings) pending or, to the knowledge of Seller, threatened against Seller or the property and Seller is not aware of any facts which might result in any such action, suite or proceeding. If Seller is served with process or receives notice that litigation may be commenced against it, Seller shall promptly notify Buyer.

9.1.8 Hazardous Material. (a) Seller has conducted no activity on the Property involving the generation, treatment, storage or disposal of Hazardous Material; (b) No portion of the Property is now being used or to the best of Seller's knowledge has ever been used to treat, store, generate or dispose of Hazardous Material; (c) Seller has received no written notice that any previous owner or tenant conducted any such activity; (d) Seller has received no written notice of any discharge, spill, or disposal of any Hazardous Material on or under the Property; (e) Seller has received no written notice from any Governmental Authority or any other party of any Hazardous Material violations concerning the Property or any portion thereof, nor is Seller aware of any such violation; (f) Seller has received no written notice as to any locations off the Property where Hazardous Material generated by or on the Property have been treated, stored, deposited or disposed of; and (g) Seller has no knowledge of the presence of any Hazardous Materials upon the Property.

9.1.9 Zoning. The Land is currently zoned in accordance with the zoning classifications of the City of Hollywood to permit the legal use of the Improvements for single family residential, multi-family residential and commercial purposes, as applicable. Seller has no

knowledge of any fact, action or proceeding, whether actual, pending or threatened, which could result in a modification or termination of such zoning. Seller shall not take any action prior to Closing which would affect the current zoning classification of the Land.

9.1.10 No Special Assessments and Impact Fees. No portion of the Property is affected by any outstanding special assessments or impact fees imposed by any Governmental Authority.

9.1.11 Access to Highways and Roads. The Land has full, free and adequate vehicular and pedestrian access to and from public highways and roads and Seller has no knowledge of any fact or condition which would result in the termination of such access.

9.1.12 Parties in Possession. There are no parties other than Seller in possession of any portion of the Land or Improvements as lessees, tenants at sufferance or trespassers.

9.1.13 Commitments to Governmental Authorities. No commitments relating to the Property have been made to any Governmental Authority, utility company, school board, church or other religious body or any homeowner or homeowners association, or any other organization, group or individual which would impose an obligation upon Buyer or its successors or assigns to make any contribution or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Land; and no Governmental Authority has imposed any requirement that any owner of the Land pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the Land.

9.1.14 Adverse Information. Seller has no information or knowledge of (a) any change contemplated in any Governmental Requirement, (b) any judicial or administrative action, (c) any action by adjacent landowners, or (d) any other fact or condition of any kind or character which could materially adversely affect the current use or operation of the property.

9.1.15 Compliance with Laws. The Property and the present uses thereof are in compliance with all applicable Governmental Requirements and the requirements of any Insurance Policy, board of fire underwriters or any board exercising similar functions. Seller has fully complied with all Governmental Requirements in its operation, use and management of the Property.

9.1.16 Sales Tax. All sales and use taxes required to be paid or collected by Seller in the operation of the Property has been collected and paid to the appropriate Governmental Authority through a current date. Seller hereby agrees to indemnify and hold the Buyer harmless against all claims, demands and liability, including Attorneys' Fees, for nonpayment from any unpaid sales and use tax including any penalties, interest and costs assessed thereon. This indemnification and agreement to hold harmless shall survive the termination of this Agreement or the Closing, as applicable.

9.1.17 No Leases. There are no Leases, and that Seller shall not enter into any Leases prior to the Closing Date. Seller has no Lease related financial obligations.

9.1.18 Service Agreements. The schedule of Service Agreements attached to this Agreement constitutes a list of all of the Service Agreements affecting the Property, and there are no other Service Agreements with respect to the Property. There are no other agreements (written or oral) other than the Service Agreements affecting the Property.

9.1.19 Assessed Valuation. Seller is not currently contesting any real estate tax assessments for the Property.

9.1.20 The Improvements. All Permits required by all Governmental Authorities having jurisdiction and the requisite certificates of the local board of fire underwriters (or other body exercising similar functions) have been issued for the Improvements, have been paid for, and are in full force and effect. Certificates of occupancy have been issued for each of the premises. No additional certificates of occupancy, licenses or other permits are required for the current use or operation of the Property. There are no structural defects in any of the Improvements. The heating, electrical, plumbing, air conditioning, building equipment, and other Personal Property are free from defects and in good condition and working order and adequate in quantity and quality for normal operations. The roofs of all of the Improvements are free of physical leaks and are watertight.

9.1.21 Notices. Seller has received no written notice from any Governmental Authority, any insurer, or any other party (a) that either the Property or the use or operation thereof is currently in violation of any zoning, environmental or other land use regulations, and to Seller's knowledge no such notice has been issued; (b) that Seller is currently in violation, or with the passage of time will be in violation of the requirements of any ordinance, law, or regulation or order of any Governmental Authority, (including without limitation, the local building department) or the recommendations of any insurance carrier or board of fire underwriters affecting the Property that any investigation has commenced or is contemplated regarding any such possible violation, or (c) asserting that Seller is required to perform work at the Property and to Seller's knowledge no such notices have been issued. If Seller receives such a notice or a violation is issued or filed prior to Closing, Seller shall promptly notify Buyer and shall be responsible to cure any such violation.

9.1.22 Pending and Certified Liens. Certified governmental liens and pending governmental liens for which work has been substantially completed shall be paid by the Seller and other pending liens shall be assumed by the Buyer.

9.1.23 Contractors. All contractors, subcontractors, architects, materialmen, laborers, suppliers and other parties hired or retained by Seller who have performed or furnished work, labor, materials, equipment or supplies or have labored on the Property to make improvements thereon or otherwise to improve the Property will be paid in full as of the Closing, and there will be no unpaid claims related to work that has been completed or is in progress as of the Closing; provided, however, if there is a dispute as to the amount or validity of any such claim as of

the Closing, the Buyer agrees that such claim may remain unpaid and shall not be grounds for the Buyer's refusing to complete the Closing hereunder, provided that Seller has bonded off such lien in accordance with the provisions of the Florida Statutes and the Title Company shall insure the Buyer's title to the Property without exception for such disputed claim.

9.1.24 No Rights to Purchase. Except for this Agreement, and agreements that will take effect in the event of the termination or expiration of this Agreement, Seller has not entered into, and has no knowledge of any agreement, commitment, option, right of first refusal or any other agreement, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property which is currently in effect.

9.1.25 Documents. To the best of Seller's knowledge, all documents delivered or made available, or to be delivered or made available to the Buyer pursuant to this Agreement, are or upon submission will be complete, accurate, true and correct in all material respects.

10. Buyer's Representations. Buyer represents and warrants to Seller as of the Effective Date and as of the Closing Date as follows:

10.1 Buyer's Existence. Buyer is a municipal corporation under the laws of the State of Florida. Buyer has full power and authority to purchase the Property and to comply with the terms of this Agreement.

10.2 Authority. The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transaction contemplated by this Agreement are within Buyer's capacity and all requisite action has been taken to make this Agreement valid and binding on Buyer in accordance with its terms.

11. Survival of Representations. All of the representations of Buyer and Seller set forth in this Agreement must be true upon the execution of this Agreement, and must be true as of the Closing Date. The representations, warranties and agreements of Buyer or Seller set forth in this Agreement shall survive the Closing.

12. Closing. Subject to all of the provisions of this Agreement, Buyer and Seller will close this transaction on the Closing Date commencing at 10:00 a.m. The Closing will take place at the office of Buyer unless otherwise agreed by the parties.

12.1 Conditions Precedent to Closing. Each of the following shall constitute a condition precedent to the obligation of the parties to close the transaction contemplated hereby, each of which must be fulfilled or waived at or prior to Closing.

12.1.1 Seller and Buyer shall have delivered all documents and the Purchase Price as required by this Agreement to be delivered by the respective parties;

12.1.2 All of the representations and warranties of Seller and Buyer contained in this Agreement shall be true and correct on the Closing Date in all material respects; and

12.1.3 This Agreement shall not have been terminated in accordance with any of its terms.

13. Seller's Closing Documents. At Closing, Seller must deliver the following documents ("Seller's Closing Documents") to Buyer:

13.1 Deed. The Deed, which must be duly executed and acknowledged by Seller so as to convey to Buyer good and marketable fee simple title to the Land free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions. The Deed shall be in the form attached hereto as Exhibit "D" and by this reference made a part hereof.

13.2 Bill of Sale. An absolute bill of sale with full warranty of title conveying the Personal Property to Buyer free and clear of all liens, encumbrances and security interests. The Bill of Sale shall be in the form attached hereto as Exhibit "E" and by this reference made a part hereof.

13.3 General Assignment. A General Assignment conveying the Intangible Personal Property to Buyer free and clear of all liens, encumbrances and security interests. The General Assignment shall be in the form attached hereto as Exhibit "F" and by this reference made a part hereof.

13.4 Seller's No Lien, Gap and FIRPTA Affidavit. An affidavit from Seller attesting that, to the best of Seller's knowledge, as follows: (a) no individual or entity has any claim against the Land under the lien law, (b) except for Seller, no individual or entity is either in possession of the Land or has a possessory interest or claim in the Land, and (c) no improvements to the Land have been made for which payment has not been made within the immediately preceding ninety (90) days. The affidavit will include language sufficient to enable the Title Company to insure the "gap", i.e., delete as an exception to the Title Commitment any matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy. The Affidavit will also include the certification of non-foreign status required under Section 1445 of the Internal Revenue Code to avoid the withholding of income tax by the Buyer. The Seller's No Lien, Gap and FIRPTA Affidavit shall be in the form attached hereto as Exhibit "G" and by this reference made a part hereof.

13.5 Post Closing Agreement. That certain Post-Closing Agreement addressing certain covenants and agreements on the part of Seller generally with respect to Seller's agreement not to engage in Seller's Activities (as defined in the Post Closing Agreement) and/or purchase or lease real property within the City of Hollywood. The Post Closing Agreement shall be in the form attached hereto as Exhibit "H" and by this reference made a part hereof. The obligation of Seller to execute and deliver the Post Closing Agreement at Closing shall be an express condition precedent to Buyer's obligation to close this transaction. Failure of the Seller to execute and deliver the Post Closing Agreement at Closing shall be a default on the part of Seller (without any notice, grace or

cure period) which shall then excuse Buyer from its performance of its obligations in this Agreement and immediately entitle Buyer to its remedies set forth in Section 19.2 below.

13.6 Closing Statement. A closing statement setting forth the Purchase Price and all credits, adjustments and prorations between Buyer and Seller.

13.8 Form 1099. Such federal income tax reports respecting the sale of the Land as are required by the Internal Revenue Code.

13.9 Evidence of Authority. Cosac's Evidence of Authority authorizing the entering into and execution of this Agreement and the consummation of the transaction.

13.10 Disclosure Affidavit. Prior to or upon execution of this Agreement and again at least ten (10) days prior to Closing, Seller shall execute and deliver to the Buyer an affidavit in recordable form as required by the provisions of Section 286.23, Florida Statutes. The Disclosure Affidavit shall be in the form attached hereto as Exhibit "I" and be this reference made a part hereof.

14. Buyer's Closing Documents. At Closing, Buyer shall deliver the following documents ("Buyer's Closing Documents") to Seller:

14.1 Evidence of Authority. Buyer's Evidence of Authority authorizing the entering into and execution of this Agreement and the consummation of the transaction

15. Closing Procedure. The Closing shall proceed in the following manner:

15.1 Delivery of Documents. Buyer will deliver Buyer's Closing Documents, and Seller will deliver Seller's Closing Documents, to the Closing Agent. Buyer will deliver the Purchase Price to the Closing Agent.

15.2 Disbursement of Funds and Documents. Once the Title Company has "insured the gap," i.e., endorsed the Title Commitment to delete the exception for matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy, and provided all other obligations to close have been fulfilled, Closing Agent will record the Deed and disburse Buyer's Closing Documents and the Purchase Price to Seller and Seller's Closing Documents to Buyer.

16. Prorations and Closing Costs.

16.1 Prorations. The following items will be prorated and adjusted between Seller and Buyer as of the Closing Date, except as may be otherwise specified:

16.1.1 Taxes. Seller acknowledges and agrees that the Property is being purchased by an exempt governmental entity and that Seller must comply with Section 196.295, Florida Statutes, regarding ad valorem real estate and personal property taxes. In connection with the foregoing, prior to Closing, Seller, at Seller cost and expense, shall cause the Broward County

Property Appraiser and Tax Collector, as applicable, to identify in writing the amount of prorated ad valorem real estate and personal property taxes to be paid to the Broward County Tax Collector in order to comply with Section 196.295, Florida Statutes. If for any reason the foregoing is not accomplished by the Closing Date, a portion of Seller proceeds of this transaction as deemed necessary by the Title Company shall be placed in escrow pending receipt of such information from the Broward County Tax Collector. Upon Closing, Seller hereby authorizes disbursement to the Broward County Tax Collector of the amount necessary to comply with Section 196.295, Florida Statutes. Seller shall remain responsible for, and promptly pay to the Broward County Tax Collector, any underpayments.

16.1.2 Utility Deposits. Seller shall receive a credit for any deposits with utility companies to the extent such deposits are assignable and are assigned to Buyer.

16.1.3 Utilities. Water, sewer, electricity, gas and other utility charges, if any, shall be prorated on the basis of the fiscal period for which assessed, except that if there are utility meters for the Property, apportionment at the Closing shall be based on the last available reading. The Closing Agent is authorized to escrow such amounts from Seller's proceeds for any unpaid utility charges, which escrowed amounts shall be disbursed to Seller upon provision of proof of payments following the Closing. If any such utility charges are not paid within thirty (30) days following Closing, Escrow Agent is authorized to utilize the escrowed funds to the extent necessary to pay such utility charges.

16.1.4 Pending and Certified Liens. Certified liens levied by any Governmental Authority for which the work has been substantially completed and which are currently due and payable in full will be paid by the Seller. Pending liens and certified liens which are payable on an installment basis such as monthly, semi-annually, annually or bi-annually or for which the work has not been substantially completed will be assumed by the Buyer.

16.1.5 Other Items. All other items required by any other provisions of this Agreement to be prorated or adjusted or, absent express reference thereto in this Agreement, items normally prorated in the county where the Land is located, will be prorated in accordance with the standards prevailing in the county in which the Land is located.

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

Documentary stamps and surtax on the Deed
Cost of recording any corrective instruments
Certified and pending governmental special assessment liens for which the work has been substantially completed

16.3 Buyer's Closing Costs. Buyer shall pay for the following items prior to or at the time of Closing:

Recording of Deed

Title Commitment
Title Policy
Survey
Pending special assessment liens for which the work
has not been substantially completed
Any costs and fees in connection with any financing

16.4 Reprorations. At the Closing, the above referenced items shall be prorated and adjusted as indicated. If subsequent to the Closing taxes for the year of Closing are determined to be higher or lower than as prorated, a reproration and adjustment will be made at the request of Buyer or Seller upon presentation of actual tax bills, and any payment required as a result of the reproration shall be made within ten (10) days following demand therefor. All other prorations and adjustment shall be final. The provisions of this Section shall expressly survive the Closing.

17. Possession. Buyer shall be granted full possession of the Property at Closing. Seller shall have not any right to enter upon the Property at any time after Closing for any reason whatsoever.

18. Condemnation and Damage by Casualty.

18.1 Condemnation. In the event of the institution of any proceedings by any Governmental Authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing, Seller shall promptly notify Buyer and Buyer shall thereafter have the right and option to terminate this Agreement by giving Seller written notice of Buyer's election to terminate within thirty (30) days after receipt by Buyer of the notice from Seller. Seller hereby agrees to furnish Buyer with written notice of a proposed condemnation within two (2) business days after Seller's receipt of such notification. If Buyer elects to terminate this Agreement, then (a) this Agreement shall be terminated and of no further force and effect except for those provisions which expressly survive termination; (b) the Escrow Agent shall deliver the Deposit to Buyer; and (c) the parties shall have no further liability to one another under this Agreement, except for any liability accruing prior to the termination date and any liability associated with or arising from those provisions which expressly survive termination. Should Buyer elect not to terminate, the parties hereto shall proceed to Closing and Seller shall assign all of its right, title and interest in all awards in connection with such taking to Buyer.

18.2 Damage by Casualty.

18.2.1 Damage Not in Excess of \$50,000.00. If, after the Effective Date but prior to the Closing Date, any damage occurs from fire, windstorm or other casualty to the Property or any portion thereof, and the cost to repair such loss or damage does not exceed Fifty Thousand Dollars (\$50,000.00), then in such event the Closing shall be consummated as provided for herein and Seller shall cause said damage to be repaired and the Property to be restored to the condition in which it existed immediately prior to such damage. Seller shall effect such repair and restoration before the Closing Date, and if such damage cannot be repaired by the Closing Date, then at the

Buyer's option (a) the Closing Date shall be postponed until such repairs have been completed, or (b) the reasonable cost of such repairs, as estimated by the Buyer, shall be withheld from the Purchase Price and paid over to the Seller upon completion of the repairs and delivery to the Buyer of satisfactory evidence that all mechanics, labors and materialmen providing services or materials in connection therewith have been paid in full and the Seller's obligation to complete such repairs promptly shall survive the Closing hereunder.

18.2.2 Damage in Excess of \$50,000.00. If the cost to repair such damage or destruction to the Property, or any portion thereof, exceeds Fifty Thousand and 00/100 Dollars (\$50,000.00), then within thirty (30) days after written notice from Seller, Buyer shall have the option by written notice to Seller, to terminate this Agreement. If Buyer elects to terminate this Agreement, then (a) this Agreement shall be terminated and of no further force and effect except for those provisions which expressly survive termination; (b) the Escrow Agent shall deliver the Deposit to Buyer; and (c) the parties shall have no further liability to one another under this Agreement, except for any liability accruing prior to the termination date and any liability associated with or arising from those provisions which expressly survive termination. Unless Buyer timely notifies Seller of its election to terminate this Agreement, Buyer shall be required to close this transaction in accordance with the Agreement and Seller shall assign unto Buyer any and all insurance proceeds. In such event, Seller shall have no additional obligation if such insurance proceeds are insufficient or unavailable to repair such damage. Notwithstanding and without limiting the foregoing, Buyer may elect (in its sole and absolute discretion) to terminate this Agreement with respect only to the one or more of the individual parcels which are subject to the casualty damage by delivering written notice to Seller or Seller's Attorney to that effect within thirty (30) days after receipt by Buyer of the notice from Seller. If Buyer elects to terminate this Agreement with respect to one or more of the individual parcels comprising the Property, (i) the Purchase Price shall be reduced by the appraised value of such parcels (as evidenced by the appraisal(s) obtained by Buyer) and (ii) the individual entities owning such parcels of the Property shall have no further liability to Buyer under this Agreement, except as set forth in subsection (c) above.

19. Default.

19.1 Buyer's Default. In the event that this transaction fails to close due to a refusal or default on the part of Buyer, the sole right of the Seller shall be to recover, and the sole liability of the Buyer shall be to pay to Seller the Deposit, as agreed upon liquidated damages, and thereafter, except as otherwise specifically set forth in this Agreement, neither Buyer nor Seller shall have any further obligation under this Agreement. Buyer and Seller acknowledge that if Buyer defaults, Seller will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and the amount of the liquidated damages to be paid to Seller most closely approximates the amount necessary to compensate Seller in the event of such default. Buyer and Seller agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision. The Seller shall not be entitled to any other remedy against Buyer.

19.2 Seller's Default. In the event that this transaction fails to close due to a refusal or default on the part of Seller, Buyer shall have the option to terminate the Agreement in

which event the Escrow Agent shall deliver the Deposit to Buyer and Seller shall immediately reimburse Buyer for Buyer's Costs, and thereafter neither Buyer nor Seller shall have any further obligation hereunder, or, in the alternative, Buyer shall have the right to seek specific performance or damages against Seller.

20. Real Estate Commission. Seller represents and warrants to Buyer and Buyer represents and warrants to Seller that there are no brokers, salespersons or finders involved in this transaction. Seller and Buyer agree to indemnify and hold each other harmless from any and all claims for any brokerage fees or similar commissions asserted by brokers, salespersons or finders other than Broker claiming by, through or under the indemnifying party. The provisions of this Section shall expressly survive the Closing or termination of this Agreement.

21. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall be hand-delivered or sent by Federal Express or a comparable overnight mail service, or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, to Buyer, Seller, Buyer's Attorney, and Seller's Attorney, at their respective addresses set forth in Section 1 of this Agreement. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. Notices may be given by telecopy provided a hard copy of such notice is mailed in accordance with this Section on the next business day following such telecopy delivery. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

22. Assignment. Neither party shall have the right to assign its rights in and to the Agreement or any portion thereof.

23. Miscellaneous.

23.1 Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the Agreement of the parties and each of which shall be deemed an original.

23.2 Section and Paragraph Hearings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

23.3 Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both Seller and Buyer.

23.4 Attorneys' Fees. If any party obtains a judgment against any other party by reason of breach of this Agreement, Attorneys' Fees and costs shall be included in such judgment.

23.5 Governing Law. This Agreement shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial. Venue for any litigation arising out of this Agreement shall be in Broward County, Florida.

23.6 Entire Agreement. This Agreement sets forth the entire agreement between Seller and Buyer relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

23.7 Time is of the Essence. Time is of the essence in the performance of all obligations by Buyer and Seller under this Agreement.

23.8 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays, and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day.

23.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

23.10 Survival. All representations and warranties of Seller set forth in this Agreement shall survive the Closing.

23.11 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

24. Notice Regarding Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

25. Escrow Agent. Escrow Agent agrees to perform its duties as required in this Agreement. In the event Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Agreement, Escrow Agent may, in its sole discretion, continue to hold the Deposit which has been delivered to it until the parties mutually agree as to the disbursement or distribution thereof or until a judgment of a court of competent jurisdiction determines the rights of the parties thereto; alternatively, Escrow Agent may deposit the Deposit then being held pursuant to the terms of this Agreement with the Clerk of the Circuit Court of Broward County, Florida, and upon notifying all parties concerned of such action, Escrow Agent shall have no liability by reason of its acting as escrow agent hereunder, except to the extent of accounting for any of the Deposit previously delivered out of escrow. In the event of any suit between Seller and Buyer in which Escrow Agent is made a party by virtue of its acting as an escrow agent hereunder, or in the event of any suit in which Escrow Agent deposits the Deposit or any other funds being held pursuant to the terms of this Agreement in any interpleader action, Escrow Agent shall be entitled to recover its costs in

connection with such suit, including reasonable attorneys' fees in all trial, appellate and bankruptcy court proceedings, which shall be payable by the non-prevailing party. All parties hereto agree that Escrow Agent shall not be liable to any party or person whomsoever for the failure of any financial institution in which the Escrow Agent places all or a portion of the Deposit, or for misdelivery to Seller or Buyer of the Deposit or other funds held pursuant to the terms of this Agreement, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. Nothing herein contained shall preclude Escrow Agent from representing Buyer in connection with this sale-purchase transaction or any dispute or litigation arising out of this Agreement.

26. WAIVER OF TRIAL BY JURY. SELLER AND BUYER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION THEREWITH.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

BUYER:

CITY OF HOLLYWOOD,
a Florida municipal corporation

By: _____
Peter Bober
Title: Mayor

By: _____
Matthew Lalla
Title: Director, Financial Services Department

ATTEST:

By: _____
Patricia A. Cerny, MMC
Title: City Clerk

APPROVED AS TO FORM AND SUFFICIENCY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD ONLY:

By: _____
Jeffrey P. Sheffel, Esquire
Title: City Attorney

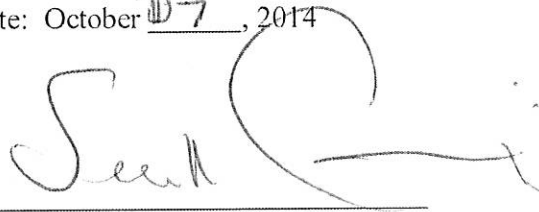
Date: October _____, 2014

SELLER:

COSAC HOMELESS ASSISTANCE CENTER, INC.,
a Florida nonprofit corporation

By: _____
Name: Sean Cononie
Title: CEO

Date: October 17, 2014



SEAN A. CONONIE

Date: October 7, 2014

EXHIBITS

EXHIBIT "A-1"	Legal Description of Cosac Property
EXHIBIT "A-2"	Legal Description of Cononic Property
EXHIBIT "B"	General Inventory of Personal Property
EXHIBIT "C"	Schedule of Service Agreements
EXHIBIT "D"	Deed
EXHIBIT "E"	Bill of Sale
EXHIBIT "F"	General Assignment
EXHIBIT "G"	Seller's No Lien, Gap & FIRPTA Affidavit
EXHIBIT "H"	Post Closing Agreement
EXHIBIT "I"	Disclosure Affidavit

EXHIBIT "A-1"

LEGAL DESCRIPTION OF COSAC PROPERTY

Lots 5, 6 and 7, less the Westerly 7 feet thereof, of ST. JAMES PARK SOUTH ADDITION, according to the Plat thereof, as recorded in Plat Book 2, Page 49, of the Public Records of Broward County, Florida.

Address: 1203 N. Federal Highway.

Lot 10, Block 13, BOULEVARD HEIGHTS SECTION SIX, according to the Plat thereof, as recorded in Plat Book 49, Page 19, of the Public Records of Broward County, Florida.

Address: 550 N. 66th Terrace.

Lot 6, Block 28, HOLLYWOOD PARK, according to the Plat thereof, as recorded in Plat Book 4, Page 19, of the Public Records of Broward County, Florida.

Address: 2323 Cleveland Street.

Lot 11, Block 18, of BOULEVARD HEIGHTS SECTION FIVE, according to the Plat thereof, as recorded in Plat Book 50, Page 44, of the Public Records of Broward County, Florida.

Address: 901 NW 70th Terrace.

An undivided 2/1,275th interest as a tenant in common with other owners in the Resort Facility (2 Time Share Interests), according to the Time Share Plan thereof, recorded in Official Records Book 10682, Page 84 through 108, of the Public Records of Broward County, Florida ("Plan"), together with the right to occupy, pursuant to the Plan, Unit 20, during Unit Week(s) 31 and 32.

Unit Week No. 12, Condominium Parcel 306, of HOLLYWOOD BEACH HOTEL AND TOWERS, A CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10156, Pages 403-493, of the Public Records of Broward County, Florida. Parcel Identification Number: 5142-13-BD-0130.

EXHIBIT "A-2"

LEGAL DESCRIPTION OF CONONIE PROPERTY

Lot 11, Block 4, of HOLLYWOOD PARK, according to the Plat thereof, as recorded in Plat Book 4, Page 19, of the Public Records of Broward County, Florida.

Address: 2131 Cleveland Street.

Lot 16, Block 52, of HOLLYWOOD PARK, according to the Plat thereof, as recorded in Plat Book 4, Page 19, of the Public Records of Broward County, Florida.

Address: 2534 McKinley Street.

Lot 7, Block 3, REPLAT OF BOULEVARD HEIGHTS SECTION FOURTEEN, according to the Plat thereof, as recorded in Plat Book 61, Page 23, of the Public Records of Broward County, Florida.

Address: 7508 Grant Court.

Lot 17, Block 38, NORTH HOLLYWOOD, according to the Plat thereof, as recorded in Plat Book 4, Page 1, of the Public Records of Broward County, Florida.

Address: 1936 Garfield Street.

EXHIBIT "B"

GENERAL INVENTORY OF PERSONAL PROPERTY

1. All fixtures, furnishings, machinery, equipment, and other articles of personal property attached or appurtenant to the Land or used in connection with the use or operation therewith.
2. Any drawings, as-built plans and specifications and all Permits in the possession of Seller.
3. All attachments, appliances, fittings, lighting fixtures, doors, cabinets, elevators, sprinkler, plumbing, heating, air conditioning, electrical, ventilating, lighting, incinerating, refrigerating and cooling systems, carpets, floor coverings, and ceiling fans, together with all parts and supplies pertaining thereto.
4. The Property Records.
5. Such other personal property usually and customarily associated with property similar in nature to the Property.
6. All other personal property located on the Land on the Closing Date.

With respect to the Property located at 1203 N. Federal Highway, the Personal Property to be conveyed to Buyer shall expressly include:

- a. Two central AC units to cover main part of building in the common areas.
- b. Each room that is currently used for living quarters will have a PTECH AC in each room.
- c. All ceiling fans in some of the rooms.
- d. Kitchen AC will stay in the kitchen.
- e. Sprinkler System for Fire Suppression.

Note: All vaults and safes, as well as the camera surveillance system at the main shelter are excluded from the definition of Personal Property.

EXHIBIT "C"

SCHEDULE OF SERVICE AGREEMENTS

1. Air conditioning maintenance agreements.
2. Landscaping maintenance agreements.
3. Solid waste disposal agreements including dumpster contracts.
4. Pest control agreements with Truly Nolen.
5. Commercial Laundry Agreement
6. Such other service agreements as are usual and customary in the operation and maintenance of property similar in nature to the Property.

EXHIBIT "D"

This instrument prepared by and
after recording return to:

Steven W. Zelkowitz, Esq.
GrayRobinson, P.A.
1221 Brickell Avenue, Suite 1600
Miami, FL 33131
Telephone No. (305) 416-6880

Tax Folio Identification Numbers:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed this _____ day of _____, 2014, by _____, (the "Grantor"), whose mailing address is _____, to the **CITY OF HOLLYWOOD**, a Florida municipal corporation (the "Grantee"), whose mailing address is 2600 Hollywood Boulevard, Hollywood, Florida 33022-9045.

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the real property (the "Property") located in Broward County, Florida, and more particularly described as:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO:

1. Conditions, restrictions, reservations, limitations and easements of record, if any, provided that this instrument shall not reimpose same.
2. Real estate taxes for the year 2014 and all subsequent years.
3. Existing applicable governmental building and zoning ordinances and other governmental regulations.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the

Property; and that Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the day and year first written above.

WITNESSES:

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA)
 SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, as _____ of _____ on behalf of the _____, who (check one) [☐] is personally known to me or [☐] has produced a Florida driver's license as identification.

My commission expires:

Print Name: _____

(Notary Seal)

EXHIBIT "E"

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that on _____, 2014 that _____
_____ ("Seller"), for and in consideration of the sum of Ten and
No/100 (\$10.00) Dollars lawful money of the United States, to it paid by the CITY OF
HOLLYWOOD, a Florida municipal corporation ("Buyer"), the receipt whereof is hereby
acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does
grant, bargain, sell, transfer and deliver unto the Buyer, its successors and assigns, the following
goods and chattels:

All of the tangible personal property of Seller used in connection with or
located in, on or at the real property legally described on Exhibit "A" attached
hereto (the "Real Property"), and all replacements thereof, including, but not
limited to, the property listed on Exhibit "B" attached hereto.

TO HAVE AND TO HOLD the same unto the Buyer, its successors and assigns forever:

AND Seller does, for itself and its successors and assigns, covenant to and with the Buyer,
its successors and assigns, that Seller is the lawful owner of the Personal Property; that they are free
from all encumbrances; that Seller has good right to sell the same aforesaid, and that Seller will
warrant and defend the sale of the Personal Property hereby made, unto the Buyer, its successors
and assigns against the lawful claims and demands of all persons whomsoever.

[Signature and Acknowledgment on following page]

.....

Title: _____

EXHIBIT "F"

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (the "Assignment") is made and entered into as of _____, 2014, by and between _____ (the "Assignor") and the CITY OF HOLLYWOOD, a Florida municipal corporation (the "Assignee").

RECITALS

1. On the date hereof, Assignor has sold and conveyed to Assignee that certain real property located in Broward County, Florida, and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"), pursuant to that certain Purchase and Sale Agreement dated October _____, 2014, between Assignor and Assignee (the "Agreement").

2. The Land, Improvements and Personal Property are subject to the Intangible Property (as defined below).

3. The Agreement provides that Assignor shall transfer to Assignee all of Assignor's right, title and interest in and to the Intangible Property.

4. Assignor desires to assign and convey to Assignee, and Assignee desires to accept, all of Assignor's right, title and interest in and to the Intangible Property pursuant to the terms and conditions of the Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals; Defined Terms. The foregoing Recitals are true and correct and are incorporated herein by this reference. Any defined terms not defined herein shall have the meanings set forth in the Agreement.

2. Assignment. Assignor hereby sells, assigns, conveys, grants and sets over unto Assignee all intangible property owned by Seller and used in connection with or relating to the ownership, use, development, operation, management, occupancy or maintenance of the Land, the Improvements, and/or the Personal Property including, but not limited to, the Permits, the Warranties, all public and private contract rights and development usage rights with respect to the Land and Improvements. including all hereditaments, privileges, tenements and appurtenances belonging to the Land, all right, title and interest of Assignor in and to all open or proposed highways, streets, roads, avenues, alleys, easements, strips, gores and rights-of-way in, on, across, in front of, contiguous to, abutting or adjoining the Land, all as more specifically set forth on Exhibit "B" attached hereto (collectively, the "Intangible Property").

3. Indemnification. Assignor agrees to indemnify and hold harmless Assignee from and against any and all claims, demands, causes of action, judgments and liabilities, including attorneys' fees and costs incident thereto which may be asserted or recovered against Assignee arising out of or relating or pertaining to the Intangible Property accruing prior to the date hereof.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. Applicable Law. This Assignment shall be governed by and construed under the laws of the State of Florida.

[Signatures on next page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the day and year first above written.

ASSIGNOR:

By: _____

Name: _____

Title: _____

ASSIGNEE:

CITY OF HOLLYWOOD,
a Florida municipal corporation

By: _____

Peter Bober

Title: Mayor

By: _____

Matthew Lalla

Title: Director, Financial Services Department

ATTEST:

By: _____

Patricia A. Cerny, MMC

Title: City Clerk

APPROVED AS TO FORM AND SUFFICIENCY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD ONLY:

By: _____

Jeffrey P. Sheffel, Esquire

Title: City Attorney

EXHIBIT "G"

SELLER'S NO-LIEN, POSSESSION GAP AND FIRPTA AFFIDAVIT

STATE OF FLORIDA)
 SS:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared _____, on behalf of _____ (the "Company"), who being first duly sworn upon oath, deposes and says:

1. Affiant is the _____ of the Company.
2. That the Company is the owner of fee simple title to the real property located in Broward County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").
3. That there are no mechanic's liens under Chapter 713 of the Florida Statutes filed against the Property or any portion thereof; that there have been no repairs, improvements or other work done to or labor, materials or services bestowed upon the Property or any portion thereof for which any or all of the cost of the same remains unpaid, and that no person, firm or company is entitled to a mechanic's lien against the Property or any portion thereof under Chapter 713 of the Florida Statutes.
4. The Company is in exclusive possession of the Property and no person, firm or corporation has any interest, claim of possession, or contract right with respect to the Property or any portion thereof which is not a matter of record in the Public Records of Broward County, Florida, and there are no facts known to Affiant which would give rise to such a claim being asserted against the Property or any portion thereof.
5. That there are no unsatisfied judgments or any federal, state or county tax deficiencies against the Property or Affiant or which are a lien or could become a lien against the Property or any portion thereof.
6. That there are no actions or proceedings now pending in any state or federal court to which the Company or Affiant is a party including but not limited to bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature whatsoever, including but not limited to those which constitute or could constitute a charge or lien upon the Property or which would affect the title to the Property or any portion thereof.

7. That to Affiant's knowledge, there are no unrecorded easements, claims of easements or rights-of-way affecting the Property or any portion thereof.

8. That the Property is free and clear of all mortgages, liens, taxes, assessments, fees, and encumbrances whatsoever, except for: (a) real estate taxes for 2014 and subsequent years; and (b) those matters set forth within that certain commitment for Owner's Title Insurance issued by _____ (the "Title Agent") for _____ (the "Title Company") under File No. _____, effectively dated _____, 2014 (the "Commitment").

9. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Affiant hereby certifies the following, on behalf of the Company:

- a. Company is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
- b. Company's U.S. employer identification number is _____; and
- c. Company's address is _____.
- d. Affiant understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

10. That there are no matters pending against the Company that could give rise to a lien that would attach to the Property or any portion thereof between the effective date of the Commitment and the recording of the Special Warranty Deed from the Company to the CITY OF HOLLYWOOD, a Florida municipal corporation ("Grantee"), and that the Affiant, on behalf of the Company, has not and will not execute any instrument that would adversely affect the title to or transfer of the Property or any portion thereof from the Company, and the Company will execute such other documents as reasonably required by the Title Company to insure the gap.

11. Affiant recognizes that Grantee, the Title Company and Title Agent are materially relying on the veracity of the contents of this Affidavit, and that this Affidavit is being given for the purpose of inducing (a) Grantee to part with valuable consideration and consummate the purchase of the Property from the Company, and (b) the Title Company and Title Agent to issue a policy or policies of title insurance to Grantee in connection with the conveyance of the Property from Company to Grantee.

[Acknowledgment on following page]

FURTHER AFFIANT SAYETH NAUGHT.

Sworn to and subscribed before me this _____ day of _____, 2014, by _____
_____, who (check one) [] is personally known to me or [] has produced a
Florida drivers license as identification.

My commission expires:

Notary Public

Print Name: _____

(Seal)

EXHIBIT "H"

POST CLOSING AGREEMENT

THIS POST CLOSING AGREEMENT (this "Agreement") is made and entered into as of _____, 2014 (the "Effective Date") by and among COSAC HOMELESS ASSISTANCE CENTER, INC., a Florida nonprofit corporation ("Cosac"), SEAN A. CONONIE, an individual ("Cononie"); MARK W. TARGETT, an individual ("Targett"), and the CITY OF HOLLYWOOD, a Florida municipal corporation (the "Buyer"). (Cosac and Cononie are collectively referred as the "Seller"); and (Cosac, Cononie and Targett are collectively as the "Cosac Parties").

R E C I T A L S

1. Simultaneously on the date hereof, Buyer purchased from Seller the improved real property located in the City of Hollywood, as more particularly described in that certain Purchase and Sale Agreement between Buyer and Seller dated October _____, 2014 (the "Purchase and Sale Agreement").

2. As a condition to Buyer's purchase of the Property (as defined in the Purchase and Sale Agreement), the Buyer required the Cosac Parties to enter into this Agreement regarding certain post-closing covenants and agreements on the part of the Cosac Parties, as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Buyer and the Cosac Parties agree as follows:

1. Definitions. Unless otherwise defined herein, all defined terms not defined in this Agreement shall have the meanings set forth in the Purchase and Sale Agreement.

2. Consideration; Interpretation.

2.1 Consideration. Seller acknowledges and agrees that (a) TWO MILLION TWO HUNDRED NINETY EIGHT THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$2,298,200.00) of the Purchase Price is allocated as consideration for the Cosac Parties covenants and agreements set forth in this Agreement and (b) such consideration is adequate and also forms the basis for the Liquidated Damages (as defined in Section 4.2 below). The consideration is allocated as follows:

(a) Four Hundred Forty Nine Thousand Two Hundred and 00/100 Dollars (\$449,200.00) for Cononie's post-closing covenants and agreements as set forth in this Agreement.

(b) One Million Seven Hundred Forty Nine Thousand and 00/100 Dollars (\$1,749,000.00) for Cosac's post-closing covenants and agreements as set forth in this Agreement.

(c) One Hundred Thousand and 00/100 Dollars (\$100,000.00) for Mark W. Targett's post-closing covenants and agreements as set forth in this Agreement.

2.2 Interpretation. Buyer and the Cosac Parties acknowledge and agree that it is the express intent of the parties that the obligations of each of Cosac, Cononie and Targett shall be applicable to each party individually. Accordingly, notwithstanding anything in this Agreement to the contrary, all references to the Cosac Parties set forth in this Agreement shall also respectively refer to and mean each individual party comprising the Cosac Parties, as the context of the terms and provisions of this Agreement shall dictate. Notwithstanding the foregoing and except as may be expressly set forth in this Agreement, the obligations of the entities comprising the Cosac Parties are joint and several; provided, however, in any instance where Buyer is entitled to the Liquidated Damages and/or repayment pursuant to Section 5 below, each of Cononie and Targett shall only be liable to the extent of the consideration paid to that party as set forth in Section 2.1 above (plus interest in the case of Section 5) (e.g., the liability of Cononie for Liquidated Damages is limited to Four Hundred Forty Nine Thousand Two Hundred and 00/100 Dollars [\$449,200.00] and the liability of Targett for Liquidated Damages is One Hundred Thousand and 00/100 Dollars [\$100,000.00]). Accordingly, the default of one of the Cosac Parties shall constitute the default of the other the Cosac Parties and vice versa, thereby entitling Buyer to its rights and remedies as set forth herein.

3. Cosac Parties' Post-Closing Covenants and Agreements.

3.1 Definition of the Cosac Parties' Activities. For purposes of this Agreement, "Cosac Parties' Activities" are defined as providing the homeless, nearly homeless and underemployed population with access to shelter, food, employment opportunities or referrals, including, but not limited to, providing access to and arranging for such persons to receive the necessary access to social and noncompulsory religious services to enable a return to a self-reliant lifestyle; providing a caring and supportive environment for such persons' long-term residency, short-term residency, overnight residency, or day shelter, mail service, makeshift tent cities, and/or makeshift camp sites for people who have no homes; establishing and/or conducting a business owned, controlled and/or operated by the Cosac Parties; newspaper sales; fundraising on public property; transitional housing (whether or not services are provided); halfway houses; Section 8 or other government assisted housing; low income housing; moderate income housing; affordable housing; clinics; schools; ALF's; mass feedings (i.e., more than two people); sober housing; detox centers; nursing homes; rehabilitation centers; hospitals; mobile housing; shared living or shared housing; floating housing and/or group homes for people who are disabled or special needs and uses that substantially similar or comparable to any of the foregoing. The following activities are expressly deemed not to constitute the Cosac Parties' Activities: (a) providing transportation services during (i) a declared state of emergency, (ii) a period when a hurricane warning is in effect, and (iii) a Broward County declared "cold weather

night” and/or (b) unsolicited third party requests for services at, or transportation to, locations outside the City (as defined below), provided that such are not performed on a regular and/or scheduled basis and/or (c) being employed, either on a part-time or full-time basis, paid or unpaid, as a teacher or professor at an accredited university, college or public school; provided that the foregoing shall also include acting as a guest lecturer at a an accredited university, college or public school from time to time, and/or (d) organizing and staging a 5K and 10K race, each on an annual basis, subject to the Cosac Parties applying for and holding such events in accordance with applicable City requirements ; provided, however, the City shall have no obligation to sponsor, contribute to and/or underwrite fees for any such events, and/or (e) referrals to 211 or some other recognized referral center provided that such is not owned, controlled or operated by the Cosac Parties.

For purposes of this Agreement, the following definitions shall apply:

“Minor Violations” shall mean and refer to (i) knowingly and willingly providing the homeless, nearly homeless and underemployed population with referrals to shelter, food and employment opportunities (including, but not limited to, providing referrals to and arranging for such persons to receive the necessary access to social and noncompulsory religious services to enable a return to a self-reliant lifestyle) to facilities that may be located within the municipal boundaries of the City of Hollywood; mail service; any newspaper sales and fundraising on public property and (ii) any other Cosac Parties’ Activities not expressly defined as a Major Violation in this Agreement.

“Major Violations” shall mean and refer to (i); providing long-term residency, short-term residency, overnight residency, or day shelter, makeshift tent cities, and/or makeshift camp sites for people who have no homes; establishing and/or conducting a business owned, controlled and/or operated by the Cosac Parties; transitional housing (whether or not services are provided); halfway houses; Section 8 or other government assisted housing; low income housing; moderate income housing; affordable housing; clinics; schools; ALF’s; mass feedings (i.e., more than two people); sober housing; detox centers; nursing homes; rehabilitation centers; hospitals; mobile housing; shared living or shared housing; floating housing and/or group homes for people who are disabled or special needs and uses that substantially similar or comparable to any of the foregoing; (ii) the matters set forth in Section 3.2(a) through (e), inclusive, except for any Minor Violations which occur relative to subsection 3.2(a) through (e), inclusive, and the express exceptions set forth in Section 3.2(e), and (iii) any other matter in this Agreement otherwise expressly defined as a Major Violation.

3.2 Post-Closing Covenants and Agreements. Commencing upon the date hereof and for a period of thirty (30) years thereafter (the “Term”), the Cosac Parties covenant and agree that the Cosac Parties’ shall not, directly or indirectly, do any of the following:

(a) engage in the Cosac Parties’ Activities in any manner whatsoever within the municipal boundaries of the City of Hollywood (the “City”) including doing so through any agents, independent contractors, or otherwise; and/or

(b) engage in the provision of the Cosac Parties' Activities in any manner whatsoever within the City through, on behalf of, in conjunction with or otherwise in affiliation with any other person or entity in any manner whatsoever including doing so through any agents, independent contractors, or otherwise; and/or

(c) counsel, advise, guide, instruct or give advice to any person, entity or trust that engages in the provision of activities similar in nature to the Cosac Parties' Activities within the City including doing so through any agents, independent contractors, or otherwise; and/or

(d) have any interest, whether as owner, stockholder, member, partner, director, officer, employee, trustee, consultant or in any other representative capacity in an entity or trust that engages in the provision of activities similar in nature to the Cosac Parties' Activities within the City; and/or

(e) own, lease, occupy, inhabit, reside or dwell in any real property within the City, either on a permanent or temporary basis, directly or indirectly, including but not limited to any interest, whether as owner, stockholder, member, partner, director, officer, employee, trustee, or in any other representative capacity in an entity or trust that owns leases, or occupies any real property within the City; provided, however, the preceding shall not prohibit Cononie and/or Taggart from (i) the transient rental from time to time solely for personal leisure or recreational purposes (such as hotel stays) and (ii) the transient use of private property from time to time solely for personal leisure or recreational purposes provided that neither (i) and/or (ii) are in any way related to the Cosac Parties' Activities. The foregoing shall in no way prohibit the Cosac Parties from owning stock in a publicly traded entity.

It is the express purpose and intent of these covenants and agreements that the Cosac Parties fully and forever cease and desist from (x) engaging in the Cosac Parties' Activities within the City in any manner or form whatsoever whether directly or indirectly and/or (y) owning, leasing, occupying, inhabiting, residing or dwelling in any real property within the City.

Notwithstanding the foregoing, from time to time during the Term, the Buyer may desire that the Cosac Parties engage in one or more of the Cosac Parties' Activities within the City including assisting with the homeless. Any such request must be in writing signed by the City Manager and accepted in writing by the Cosac Parties. In such event, the engagement by the Cosac Parties in the Cosac Parties' Activities as strictly set forth in the written notice signed by the City Manager and accepted in writing by the Cosac Parties shall not be deemed a violation of this Agreement. Any written request on behalf of the Buyer not signed by the City Manager (e.g., signed by any other City employee) shall not be deemed effective for purposes of this paragraph.

Reference is made to that certain warehouse located at _____, Hollywood, Florida (the "Warehouse"). The Cosac Parties hereby represent and warrant to the Buyer that (a) pursuant to a lease, Cosac is the sole tenant of the Warehouse, (b) the Warehouse is used and occupied by Cosac solely for the storage of pandemic supplies for approximately

seven thousand (7000) people and (c) such use and occupancy of the Warehouse by Cosac does not constitute any Cosac Parties' Activities and/or violate any of the terms and provisions of this Agreement. On or before the date that is one year from the date of this Agreement (i.e., the Closing Date), Cosac agrees to vacate the Warehouse. In the event that Cosac fails to vacate the Warehouse on or before the date that is one year from the date of this Agreement, Cosac shall pay the Buyer ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00) per week until the Warehouse is vacated, and that such amounts are immediately due and payable without notice from Buyer or a cure period. The Cosac Parties acknowledge and agree that the Warehouse shall be used and occupied by Cosac solely for the storage of pandemic supplies even during any period that is one year after the date of this Agreement, and that the use of the Warehouse for any Cosac Parties' Activities shall entitle the Buyer to its remedies set forth in this Agreement for a Minor Violation or a Major Violation, as applicable. Upon Buyer's request, the Cosac Parties shall allow Buyer's representative access to the Warehouse for the purpose of inspecting the Warehouse to ensure that there is no violation of (a), (b) and/or (c) above.

4. Notice and Cure; Remedies.

4.1 Notice and Cure. The failure by the Cosac Parties to strictly observe or perform any term or condition of this Agreement, unless such failure is cured within thirty (30) days following written notice by the Buyer to the Cosac Parties, shall be considered an "Event of Default" entitling the Buyer to its remedies set forth below. If the Cosac Parties violate the same term or condition of this Agreement on two (2) occasions during any twelve (12) month period, the Buyer shall have the right to exercise all remedies for any violations of the same term or condition at any time thereafter without providing further notice or an opportunity to cure.

4.2 General Remedies. If an Event of Default occurs, such would irreparably injure the Buyer and would leave the Buyer with no adequate remedy at law. If legal proceedings should have to be brought by the Buyer against the Cosac Parties to enforce any such restrictions, the Buyer shall be entitled to all available civil remedies, including without limitation: (a) preliminary and permanent injunctive relief restraining the Cosac Parties from violating, directly or indirectly, the restrictions of Section 3 above; (b) compensatory damages; (c) attorneys' and paralegals' fees in the trial and appellate courts; and (d) costs and expenses of investigation and litigation, including reasonable charges for the time spent by the Buyer's management in assisting counsel in connection with such investigation and litigation, expert witness fees, deposition costs (appearance fees and transcript charges), injunction bond premiums, travel and lodging expenses and all other reasonable costs and expenses.

4.3 Remedies for Minor Violations. Notwithstanding anything herein to the contrary, in the case of a Minor Violation, subject to Cosac Parties' right to dispute as set forth below, within fifteen (15) days following receipt of written notice by the Buyer to the Cosac Parties that a Minor Violation has occurred, the Cosac Parties shall make a payment to the Buyer in the amount of ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00) for each occurrence. If a Minor Violation occurs more than five (5) times in any twelve (12) month period, the amount of the payment shall be increased to TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$2,500.00) for the fifth (5th) occurrence of a Minor Violation and each Minor

Violation thereafter for the remainder of that twelve (12) month period. Following the end of that twelve (12) month period, the payment amount shall reset to ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00) for each occurrence with the increase as set forth in the preceding sentence for fifth (5th) occurrence of a Minor Violation and each Minor Violation thereafter for the remainder of that twelve (12) month period. Within fifteen (15) days following receipt of written notice by the Buyer to the Cosac Parties that a Minor Violation has occurred, the Cosac Parties shall either pay the amount required by this Section 4.3 or, in good faith, dispute the claim that a Minor Violation has occurred. Any dispute that a Minor Violation has occurred must be delivered to the Buyer within the fifteen (15) day period and must include the reasons for said dispute. If the Buyer contests the reasons given by the Cosac Parties for disputing that a Minor Violation has occurred, the parties shall submit the matter to binding arbitration in accordance with the rules of the American Arbitration Association with the prevailing party entitled to recover its attorneys' fees and costs from the non-prevailing party. Unless the Buyer's claim that a Minor Violation has occurred is timely disputed, the Cosac Parties must make the payment to the Buyer regardless of whether or not the Cosac Parties cure the Minor Violation or not; it being understood and agreed that the Minor Violations are of the nature that such may be of limited duration (e.g., a fundraising event on public property) and, therefore, not subject to cure; provided, however, if a Minor Violation is of a continuing nature and subject to cure (e.g., sales of newspapers) and the Cosac Parties fail to cure the Minor Violation within fifteen (15) days following written notice by the Buyer to the Cosac Parties that a Minor Violation has occurred, such shall be considered an Event of Default entitling the Buyer to its remedies set forth in Section 4.2 above in addition to the payment required by this Section 4.3.

4.4 Liquidated Damages for Major Violations. If an Event of Default occurs for a Major Violation and Buyer, in its sole and absolute discretion, determines that compensatory damages cannot be adequately ascertained, in addition to any preliminary and permanent injunctive relief restraining the Cosac Parties from violating, directly or indirectly, the Major Violation at issue, Buyer shall be entitled to elect that the Cosac Parties pay Buyer liquidated damages in the amount of TWO MILLION TWO HUNDRED NINETY EIGHT THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$2,298,200.00) (the "Liquidated Damages"). In the event that the Buyer determines that compensatory damages cannot be adequately ascertained, Buyer and the Cosac Parties acknowledge and agree that the Liquidated Damages most closely approximates the amount necessary to compensate Buyer in the event of such Major Violation by the Cosac Parties. Buyer and the Cosac Parties further agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision. The Cosac Parties acknowledge and agree that so long as either Cononie and/or Targett are associated with Cosac (either as an officer, director, shareholder, employee, agent, advisor or otherwise), the liability of the Cosac Parties to pay the Liquidated Damages shall be joint and several. At any time during the Term, in the event that either Cononie and/or Targett or both intend to dissociate themselves from Cosac, the individual shall provide the Buyer with written notice thereof and request that such individual's liability for the Liquidated Damages shall no longer be joint and several. The Buyer shall review such written request and the Buyer may then request reasonable supporting documentation including affidavits to confirm that the individual will no longer be associated with Cosac. Provided that the individual's request is bona fide and supported by reasonable

documentation, the Buyer shall not unreasonably withhold consent to the individual's request that the individual's liability for Liquidated Damages shall no longer be joint and several. Provided Buyer has given its written consent, which shall not be unreasonably withheld as set forth in the preceding sentence, then, following the date of the individual's disassociation from Cosac, (a) the disassociated individual shall no longer have any liability for an Event of Default by Cosac and/or the other individual including, but not limited to, the payment of Liquidated Damages for an Event of Default for a Major Violation by Cosac and/or the other individual, and (b) the disassociated individual shall only be liable to the Buyer for its own acts and omissions and, in the case of an Event of Default for a Major Violation on the part of the dissociated individual, the Liquidated Damages to be paid by the dissociated individual shall be limited to the amount of consideration received by that individual as set forth in Section 2.1 above. In the event that the individual once again becomes associated with Cosac, then any prior written consent of Buyer shall be deemed revoked and the individual's liability for Liquidated Damages shall once again be joint and several. Notwithstanding anything herein to the contrary, the Buyer acknowledges and agrees that the liability of Cononie and Targett for Liquidated Damages shall at no time exceed the amount of consideration paid to that party as set forth in Section 2.1 above.

4.5 No Limitation on Remedies. Nothing in this Agreement shall be construed as prohibiting the Buyer from pursuing any other legal or equitable remedies available to it if an Event of Default occurs.

5. Reasonableness of Covenants and Agreements. The Cosac Parties acknowledge and agree that that each of the covenants and agreements in this Agreement are reasonable and necessary; each provision is supported by valid interests, and the covenants and agreements in this Agreement are essential to the full protection of the Buyer's interests. If any of the covenants and agreements in this Agreement are held by a court of competent jurisdiction to be unreasonable, arbitrary or against public policy for any reason, that covenant and agreement shall be considered divisible as to the other covenants and agreements; if a court of competent jurisdiction should determine the specified covenant and agreement to be unreasonable, arbitrary, or against public policy for any reason, a narrower application of such covenant and agreement that is determined to be reasonable, non-arbitrary, and not against public policy for any reason may, at the Buyer's discretion, be enforced by the Buyer against the Cosac Parties. Without limiting the foregoing, both the Buyer and the Cosac Parties hereby waive any right to challenge the covenants and agreements in this Agreement as unreasonable, arbitrary or against public policy; provided, further that in the event that the Buyer breaches the foregoing, the Buyer hereby forfeits any right to repayment of the consideration that the Cosac Parties received from Buyer for this Agreement pursuant to the following sentence. Notwithstanding anything herein to the contrary, (a) if any of the Cosac Parties' Activities constituting a Major Violation are held by a court of competent jurisdiction to be unreasonable, arbitrary or against public policy for any reason, and/or (b) if the Term of this Agreement is held to be of an unreasonable duration thereby resulting in the Agreement being terminated or otherwise held unenforceable by a court of competent jurisdiction, then the Buyer shall be entitled to receive, and the Cosac Parties shall immediately pay to the Buyer, the consideration that the Cosac Parties received from Buyer for this Agreement in the amount of TWO MILLION TWO HUNDRED NINETY EIGHT THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$2,298,200.00) plus interest at the rate

of five percent (5%) per annum from the date of this Agreement through the date of repayment. Notwithstanding anything herein to the contrary, the Buyer acknowledges and agrees that the liability of Cononic and Targett pursuant to this Section 5 shall at no time exceed the amount of consideration paid to that party as set forth in Section 2.1 above plus interest.

6. Independent Covenants and Agreements. Each of the covenants and agreements of this Agreement are obligations not dependent upon any other provision of (a) the Purchase and Sale Agreement, (b) this Agreement, or (c) any other agreement between the signatories to this Agreement, and the existence of any claim or cause of action of the Cosac Parties against the Buyer, whether predicated upon the Purchase and Sale Agreement, this Agreement, or any other agreement between the signatories to this Agreement, the relationship between the Buyer and the Cosac Parties or otherwise, shall not constitute a defense to the enforcement by the Buyer of any provision of this Agreement.

7. Voluntary Agreement. The Cosac Parties acknowledge to the Buyer that the Cosac Parties are represented by legal counsel of their choice, that the Cosac Parties have consulted with such counsel regarding this Agreement, that the Cosac Parties are fully aware of the covenants, agreements, terms and provisions contained herein and of their effect, and that the Cosac Parties have voluntarily, freely and without coercion or duress of any kind entered into this Agreement.

8. Miscellaneous.

8.1 Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the Agreement of the parties and each of which shall be deemed an original.

8.2 Section and Paragraph Hearings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

8.3 Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by the Cosac Parties and Buyer.

8.4 Attorneys' Fees. If any party obtains a judgment against any other party by reason of breach of this Agreement, Attorneys' Fees and costs shall be included in such judgment.

8.5 Governing Law. This Agreement shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial. Venue for any litigation arising out of this Agreement shall be in Broward County, Florida.

8.6 Entire Agreement. This Agreement sets forth the entire agreement between the Cosac Parties and Buyer relating to the subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

8.7 Heirs, Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted heirs, successors and assigns of the parties hereto.

8.8 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

8.9. Severability. Except as set forth in Section 5 above, if any provision or obligation under this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be deemed severed from the Agreement and the validity, legality and enforceability of the remaining provisions or obligations shall remain in full force as though the invalid, illegal, or unenforceable provision had never been a part of the Agreement. Additionally, should any provision of the agreement be declared by a court of competent jurisdiction to be unenforceable for any reason, the parties agree to use their reasonable efforts to agree to reform the provision into the closest approximation of the intent of the parties that is enforceable; provided, however, the failure of the parties to agree upon such reformation shall not in any way, shape or form affect the validity, legality and enforceability of the remaining provisions or obligations of this Agreement.

8.10. Further Assurances. Seller shall, at its sole cost and expense, do such further acts and execute and deliver such further documents as Buyer from time to time may reasonably require for the purpose of assuring and confirming to Buyer that the Seller is complying with the covenants and agreements set forth herein.

8.11. Joint and Several Liability. Except as may be expressly set forth in this Agreement, the liability of the Cosac Parties shall be joint and several.

8.12. No Third Party Rights. The provisions of this Agreement are for the exclusive benefit of the parties to this Agreement and no other party shall have any right or claim against the Buyer or the Cosac Parties by reason of the provisions herein or be entitled to challenge or attempt to prevent enforcement, through legal proceedings or otherwise, any of the provisions of this Agreement including, but not limited to, the covenants and agreements of the Cosac Parties above.

9. WAIVER OF TRIAL BY JURY. THE COSAC PARTIES AND BUYER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION THEREWITH.

10. Notices. Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and shall be hand-delivered or sent by Federal Express or a comparable overnight mail service, or mailed by U.S. registered or certified mail, return receipt

requested, postage prepaid, to Buyer and Seller at their respective addresses set forth in Section 1 of the Purchase and Sale Agreement with copies to either Buyer's Attorney or Seller's Attorney, as applicable. Address for notices for Targett is as follows: _____. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. Notices may be given by telecopy provided a hard copy of such notice is mailed in accordance with this Section 11 on the next business day following such telecopy delivery. The addressees and addresses for the purpose of this Section 11 may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

[THE REST OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

BUYER:

CITY OF HOLLYWOOD,
a Florida municipal corporation

By: _____
Peter Bober
Title: Mayor

By: _____
Matthew Lalla
Title: Director, Financial Services Department

ATTEST:

By: _____
Patricia A. Cerny, MMC
Title: City Clerk

APPROVED AS TO FORM AND SUFFICIENCY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD ONLY:

By: _____
Jeffrey P. Sheffel, Esquire
Title: City Attorney

Date: _____, 2014

COSAC PARTIES:

COSAC HOMELESS ASSISTANCE CENTER, INC.,
a Florida nonprofit corporation

By: _____
Name: _____
Title: _____

Date: _____, 2014

SEAN A. CONONIE

Date: _____, 2014

MARK W. TARGETT

Date: _____, 2014

7. This Affidavit is given in compliance with the requirements of Section 286.23, Florida Statutes, and made under oath, subject to the penalties prescribed for perjury.

FURTHER AFFIANT SAYETH NAUGHT.

Sworn and subscribed to before me this _____ day of _____, 2014 by _____
_____ who (check one) [] is personally known to me or [] has produced _
_____ as identification.

My Commission Expires:

Notary Public

Print Name