

AGREEMENT FOR PURCHASE AND SALE OF PROPERTY

THIS AGREEMENT is made and entered into as of the Effective Date, as hereinafter defined, by and between the **TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY, A PUBLIC BODY CORPORATE AND POLITIC CREATED PURSUANT TO CHAPTER 163, PART III, FLORIDA STATUTES**, located at 8800 SW 36 Street, Davie, FL 33328 (“Buyer”) and **TUBACH MOTORS, INC., A FLORIDA CORPORATION**, located at 4301 SW 64 Avenue, Davie, FL 33314 (“Seller”).

WITNESSETH THAT :

WHEREAS, Buyer wishes to purchase, and Seller wishes to sell, the Property (as hereinafter defined), but only upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

Section 1. Definitions. For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the meaning ascribed to it as follows:

- 1.1. **Agreement.** This Agreement for Purchase and Sale of Property.
- 1.2. **Broker.** As defined in Section 15.1 hereof, if any.
- 1.3. **Business Day.** Monday through Friday, excluding bank holidays and legal holidays recognized by the state government of Florida.
- 1.4. **Closing.** The closing and consummation of the purchase and sale of the Property pursuant hereto.
- 1.5. **Closing Date.** The date on which the Closing occurs as provided in Section 9.1 hereof.
- 1.6. **Earnest Money.** The amount deposited by Buyer in escrow with Escrow Agent as earnest money pursuant to the terms and conditions of Section 3 hereof, together with any interest earned thereon (which shall follow principal).
- 1.7. **Effective Date.** The date when the last of Buyer and Seller has signed or initialed and delivered this Agreement to the other party.
- 1.8. **Environmental Reports.** Existing environmental site assessments, remediation reports, tank removal reports and other reports (including, but not limited to, any soils and groundwater assessments and reports) for the Property.

1.9. Escrow Agent. Nabors, Giblin, & Nickerson, P.A.

1.10. Hazardous Substances. Any and all hazardous, extremely hazardous, or toxic substances or wastes or constituents as those terms are defined by any applicable Hazardous Substance Law (including, without limitation, CERCLA and RCRA) and petroleum, petroleum products, asbestos or any asbestos-containing materials, the group of organic compounds known as polychlorinated biphenyls (PCBs), flammables, explosives, radioactive materials, and chemicals known to cause cancer or reproductive toxicity.

1.11. Hazardous Substance Law. Any and all federal, state, or local laws, rules, regulations, ordinances, agency or judicial orders and decrees, and agency agreements now and hereafter enacted or promulgated or otherwise in effect, relating to the protection of the environment, including, without limitation, the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. §§6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. §§9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”), the Hazardous Materials Transportation Act, 49 U.S.C. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. §§300f et seq., and all amendments, regulations, orders and decrees promulgated thereunder or pursuant thereto.

1.12. Inspection Period. The Inspection Period set forth in Section 7.3 hereof.

1.13. Permitted Exceptions. Those matters affecting title to the Property identified on ***Exhibit “B”*** attached hereto and by this reference made a part hereof.

1.14. Person. Any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, Federal, state, county, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

1.15. Property. Those estates, tracts or parcels of land being more particularly described on ***Exhibit “A”*** attached hereto and by this reference made a part hereof and all easements appurtenant thereto, together with all of Seller’s right, title and interest in and to all easements, utility reservations, rights of way, strips and gores of land, mineral rights, water and water rights, wells, well rights and permits, water and sewer taps, sanitary or storm sewer capacity or reservations, rights under utility agreements with any applicable governmental or quasi-governmental entities or agencies with respect to the providing of utility services to such real property, tenements, hereditaments, privileges, licenses and appurtenances, reversions and remainders in any way belonging, remaining or appertaining thereto and together with all improvements, fixtures, personal property (expressly excluding all business equipment, personal property and/or improvements that Seller wishes to remove on or before the Vacation Date, as defined below), trees, timber, other crops and plants and minerals located thereunder or thereon.

1.16. Proration Date. The effective date of the proration provided in Section 4.2 hereof, which is midnight on the eve of the Closing Date.

1.17. Purchase Price. The purchase price for the Property described in Section 4.1 hereof.

Section 2. Purchase and Sale Agreement. Subject to and in accordance with the terms and provisions hereof, Seller agrees to sell, assign and convey to Buyer, and Buyer agrees to purchase from Seller, the Property.

Section 3. Earnest Money.

3.1. Earnest Money. No later than three (3) Business Days following the effective date of the Contract, Buyer shall deliver an earnest money deposit in the amount of \$50,000 (the "**Initial Deposit**") to Escrow Agent by wire transfer of immediately available funds for deposit into an account designated by Escrow Agent (the "**Escrow Account**"). No later than two (2) Business Days of the expiration of the Inspection Period, Buyer shall deliver an additional earnest money deposit of \$150,000 (the "**Additional Deposit**" together with the Initial Deposit, collectively, the "**Earnest Money**"). The Earnest Money, together with all accrued interest thereon shall be credited against the Purchase Price at the time of closing.

3.2. Disbursement. Whenever the Earnest Money is by the terms hereof to be disbursed by Escrow Agent, Seller and Buyer agree promptly to execute and deliver such notice or notices as shall be necessary or, in the opinion of Escrow Agent, appropriate to authorize Escrow Agent to make such disbursement.

The Earnest Money shall be nonrefundable to Buyer unless:

- i. Buyer exercises its right to terminate the Contract prior to the expiration of the Investigation Period;
- ii. There shall be an uncured breach of any representation, warranty or covenant of Seller contained in the Contract; or
- iii. Seller is unable to deliver good, marketable, and insurable fee simple title to the Property, free and clear of all liens, encumbrances, objections, defects, and exceptions, except those which can and shall be discharged by Seller at or before closing and any "**Permitted Exceptions**".

Section 4. Purchase Price and Prorations.

4.1. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be **TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,800,000.00)**. Purchase Price shall be paid by Buyer to Seller at the Closing in United States dollars, by Federal Reserve System wire transfer or other immediately available funds acceptable to Seller.

4.2. Prorations. The following items shall be prorated between Seller and Buyer as of the Proration Date, and prorations favoring Buyer, to the extent determinable as of the Proration Date, shall reduce the amounts payable by Buyer at the Closing, and such prorations favoring Seller, to the extent determinable as of the Proration Date, shall increase the amounts payable by Buyer at the Closing:

4.2.1 All real estate taxes and assessments which are or which may become a lien against the Property for the tax year(s) prior to Closing shall be satisfied of record by Seller at closing. If Buyer acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Broward County Tax Collector an amount equal to the current taxes prorated to the Closing Date based upon the current assessment and millage rates on the Property. In the event Buyer acquires fee title to the Property on or after November 1, Seller shall pay the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the Broward County Tax Collector.

4.2.2 Assessment liens which have been certified as of the Closing Date, and pending liens where the improvements have been substantially completed, shall be satisfied by Seller, in full, at Closing.

4.2.3 Sanitary sewer taxes and utility charges, if any.

If the parties make any errors or omissions in the closing prorations or if they subsequently determine any dollar amount prorated to be incorrect, each agrees, upon notice from the other after the Closing, to make any adjustment necessary to correct the error, including payment of any amount to the other then determined to be owing. The terms and conditions set forth in this Section 4.2 shall expressly survive for a period of six (6) months following the Closing hereunder.

Section 5. Title to the Property. Seller shall convey good, marketable and insurable fee simple title to the Property by Special Warranty Deed to Buyer free and clear of all liens and encumbrances, subject only to the Permitted Exceptions and any other matters of title to which Buyer shall expressly consent in writing pursuant hereto. In the event that the legal description of the Property as determined by a current survey of the Property obtained by Buyer differs from the legal description, which was conveyed to Seller, at the request of Buyer, Seller shall also execute a quitclaim deed of the current legal description in favor of Buyer. Seller shall remove any monetary liens against the Property at or before the Closing; provided, however, that Seller shall not be obligated to remove any monetary liens created by Buyer in connection with any property inspections conducted of/at the Property. Buyer shall have until five (5) calendar days prior to the expiration of the Inspection Period by which to examine title to the Property, to obtain a title insurance commitment (the "Title Commitment"), and to give written notice to Seller of any objections which Buyer may have (the "Objection Notice"). If Buyer fails to provide the Objection Notice to Seller by such date, Buyer shall be deemed to have waived such right to object to such title exceptions or defects. If Buyer does timely provide the Objection Notice then shall have seven (7) Business Days after receipt of such notice to agree to cure or satisfy such objections by Closing (the "Cure Notice"). If Seller fails to timely provide the Cure Notice or should the Cure Notice fail to satisfy Buyer in its reasonable discretion, then Buyer shall, within seven (7) calendar days from receipt of such notice to, elect, by written notice to Seller, either to (a) terminate this Agreement by written notice to Seller, in which case the Earnest Money shall be returned to Buyer and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination, or (b) waive its objections hereunder, in which case such exceptions or defects shall be deemed Permitted Exceptions, and proceed with the transaction pursuant to the remaining terms and conditions of this Agreement without any reduction in the Purchase Price. If Buyer fails to give Seller notice of its election by such time, it shall be deemed

to have elected the option contained in clause (b) above. If Seller does agree to so cure or satisfy then this Agreement shall continue in full force and effect. Buyer shall have the right at any time to waive any objections that it may have made and, thereby, to preserve this Agreement in full force and effect. Seller agrees not to further alter or encumber or convey in any way Seller's title to the Property after the Effective Date without Buyer's prior written consent. Buyer shall have the right to object to any change in title occurring after the Effective Date of the Title Commitment and prior to the Closing, and if Seller cannot or will not cure or satisfy any such objection (or any objection which Seller has previously undertaken to cure or satisfy) by the Closing, Buyer may exercise the option set forth in clause (a) or (b) above. The foregoing election is not intended to be in derogation of, but shall be in addition to, Buyer's remedies for Seller's default hereunder, and does not negate, modify or amend the representations, warranties and covenants of Seller contained herein. The Closing Date shall be automatically extended to allow all time periods in this Section to run fully.

Section 6. **Survey.** Buyer shall promptly order a survey of the Property (the "Survey"). Any matters shown on such survey and objected to by Buyer prior to the expiration of the Inspection Period shall be additional title objections, as to which the obligations and rights of Buyer and Seller shall be the same as provided in Section 5 above.

Section 7. **Buyer's Inspection.**

7.1. **Physical Inspection.** Buyer and its agents, employees, representatives and independent contractors are and have been entitled to enter upon the Property for the purpose of making such surveys, soil tests, borings, percolation tests, inspections, examinations, and studies as are reasonably necessary to evaluate and study the Property as contemplated herein. Seller agrees that Buyer shall have until the Closing Date in which to conduct all such tests, surveys, inspections, examinations and studies, but that Buyer's right to terminate this Agreement based thereon shall be limited as provided in Sections 7.3 and 7.4 below. Any third party consultant and Buyer shall maintain comprehensive commercial general liability (occurrence) insurance with financially solvent carriers authorized to conduct business in Florida in an amount of not less than \$1,000,000 covering any accident arising in connection with the presence of any of its employees, agents, contractors or representatives at or on the Land and the performance of any investigations, examinations or studies thereon, and shall deliver a certificate of insurance (in form and substance reasonably satisfactory to Seller), naming Seller as an additional insured thereunder.

If Buyer elects not to proceed with the purchase of the Property, and to the extent that Buyer or any of its representatives, agents, employees or contractors damages or physically disturbs the Property, or performs any physical tests, Buyer shall return the same to substantially the same or better condition that existed immediately prior to such damage or disturbance. Buyer hereby agrees to and shall indemnify, defend and hold harmless Seller and its managers, members, agents, representatives, and employees, from and against any and all claims, actions, causes of action, liability, injury to any person, loss of life or property damage, costs, expense, loss or damage which Seller and/or its managers, members, agents, representatives, and employees may incur as a result of, arising from or involving, any act of Buyer or its representatives, employees, agents or contractors, including, without limitation, mechanic's liens or failure to pay for labor, services, or materials in connection with Buyer's inspection of the Property. The provisions of this

Section 7.1 shall survive the Closing or any earlier termination of this Agreement and shall not be merged into the execution and delivery of the Deed.

Buyer acknowledges that the Property is currently being operated as an automotive repair shop. Accordingly, Buyer, in exercising its right under this Section, shall (i) not interfere with the operation or management of the Property, (ii) enter the Property only during normal business hours, accompanied by an employee or other duly authorized representative of Seller and after giving Seller reasonable prior written notice, and (iii) comply with all reasonable security and insurance requirements and procedures of Seller.

7.2. Document Inspection. Within 10 Business Days of the Effective Date, Seller shall deliver to Buyer copies of the following documents (collectively the “Property Documents”) to the extent that they exist and are in Seller’s actual possession relating to the Property: The Phase One Environmental Report and the Phase Two Environmental Report, any and all leases, rent rolls, licenses, current contracts relating to the Property (other than as to its business operations), appraisals, tax assessment notices, title insurance policies, surveys, site plans, plats, soil tests, reports, 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 Seller with respect to the Property or claims, allegations or adverse information that the Property violates 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 federal, state, county, municipal or other governmental department, entity, authority, commission, town council, board, bureau, court, agency or any instrumentality of any of them (“Governmental Authority”) now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to Seller or the Property (“Governmental Requirement”), that there is hazardous or toxic waste on or about the Property, or that there are defects, deficiencies or hazardous conditions in or on the Property. Seller shall notify Buyer of any known underground septic, propane, or other tank. If the transaction contemplated by this Agreement does not occur for any reason whatsoever, Buyer shall abide by the Florida Public Records law concerning the retention and destruction of the records.

7.3. Inspection Period. Buyer shall have sixty (60) calendar days from the Effective Date to investigate the Property and all matters relevant to its acquisition, ownership and development thereof. Such right of investigation shall include, without limitation, the right to have made, at Buyer’s expense, any studies or inspections of the Property, including but not limited to obtaining a Phase 1 and/or Phase 2 Environmental Inspections, that Buyer may deem necessary or appropriate. Seller agrees to cooperate reasonably with any such investigations, inspections or studies made by or at Buyer’s direction at no cost to Seller. Buyer shall have the right to terminate the Contract for any reason or no reason at any time prior to the expiration of the Investigation Period.

If Buyer terminates this Agreement, Buyer shall provide copies of any such reports to Seller.

7.4. Termination.

7.4.1 Termination. Buyer shall have the right to terminate this Agreement at any time, in its sole and absolute discretion and for any or no reason, through and up to the last day of the Inspection Period and all deposits will be returned to Buyer. A failure to so notify Seller and Escrow Agent within the Inspection Period shall be deemed as notice to Seller that Buyer has elected to proceed with the transaction contemplated hereby and the Earnest Money shall become non-refundable except in the event of Seller's refusal or inability to convey marketable title to the Property to Buyer.

7.5. Conditions Precedent. In addition to other conditions set forth in this Agreement, Buyer's obligation to purchase the Property shall be subject to and contingent upon the following conditions precedent, any or all of which Buyer may waive by written notice only:

7.5.1 Adverse Conditions. There shall be no material adverse change in the condition of or affecting the Property not caused by Buyer or any of its representatives, agents, employees or contractors between the expiration of the Inspection Period and the Closing Date, including, but not limited to, (a) environmental contamination or (b) access;

7.5.2 Title Insurance. The willingness of Title Insurer to issue, on the Closing Date, upon the sole condition of the payment of an amount no greater than its regularly scheduled premium, its standard ALTA form owner's policy of title insurance, insuring in the amount of the Purchase Price of the Property that title to the Property is vested of record in Buyer on the Closing Date, subject only to the Permitted Exceptions;

7.5.3 Representations and Warranties. Seller's representations and warranties contained herein shall be materially true and correct as of the Effective Date and the Closing Date. For purposes herein, a representation shall be false if the factual matter that is the subject of the representation is false notwithstanding any lack of knowledge or notice to the party making the representation.

7.5.4 Approvals. Approval of this Agreement by the Davie Community Redevelopment Agency Board and Town of Davie (the "Town") Town Council at a duly noticed public meeting to be held no later than June 3, 2026.

7.6. Failure of Condition(s) Precedent; Cancellation. If any of the foregoing conditions precedent is not satisfied or waived in writing by Buyer, Buyer may, but shall not be obligated to, elect, at its option, by notice to Seller, either to: (a) terminate this Agreement, in which event the Earnest Money shall be returned to Buyer, and the parties hereto shall have no further rights or obligations hereunder, except for those which expressly survive such termination; or (b) close without regard to the failure of such condition without any reduction in the Purchase Price. The foregoing election is not intended to be in derogation of, but shall be in addition to, Buyer's remedies for Seller's default hereunder, and does not negate, modify or amend the representations, warranties or post-closing covenants of Seller contained herein, which representations, warranties and post-closing covenants shall survive the Closing as herein provided.

Section 8. Representations and Warranties. Seller hereby warrants and represents to Buyer as of the Effective Date as follows:

8.1. No Litigation. Seller has no actual knowledge of, and has not received any notice of, any actual, pending or threatened violation, action or proceeding by any organization, person, individual or governmental agency against Seller with respect to the Property or against the Property (or any portion thereof), and, to the best of Seller's knowledge, there is no current threat of any litigation or other legal action being filed against Seller or the Property which would affect the Property or Seller's ability to perform its obligations hereunder.

8.2. Boundary Lines of Property. Seller has no knowledge of any pending litigation or dispute, and Seller has received no notice of any disputes, concerning the location of the property lines of the Property, and Seller has not been served with any legal action concerning the location of the property lines of the Property.

8.3. Authority. This Agreement is the valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms. The individuals executing this Agreement and the other documents and instruments referenced herein or otherwise executed and delivered in connection herewith on behalf of Seller have the legal power, right and authority to bind Seller under the terms and conditions stated herein.

8.4. Title. Seller has now, and will have, at the Closing, good, insurable and marketable fee simple title to the Property, free and clear of all liens and encumbrances, other than the Permitted Exceptions and none of the Property will be subject to any prior conveyance or assignment to, or any superior possessory rights in, any third party.

8.5. Environmental Matters. To the best of Seller's knowledge without inquiry or investigation, except as used in connection with Seller's business operations as an automotive repair facility, Hazardous Substances have not been used, generated, transported, treated, stored, released, discharged or disposed of in, onto, under or from the Property by Seller or, to the best of Seller's knowledge, by any agent of Seller. To the best of Seller's knowledge without inquiry or investigation, the Property is not in violation of any Hazardous Substance Laws. Seller has received no written or oral notice or other communication of pending or threatened claims, actions, suits, proceedings or investigations against Seller, the Property or any occupant of the Property related to alleged or actual violations of Hazardous Substance Laws.

8.6. No Condemnation. There is no pending or, to the best of Seller's knowledge, threatened condemnation, expropriation, eminent domain, change in grade of public street or similar proceeding affecting all or any portion of the Property; Seller has received no written or oral notice of the same; and Seller has no actual knowledge that any such proceeding is contemplated.

8.7. No Leases. There are no tenants of the Property and no person or entity now has, or at the time of Closing will have, any possessory interest in the Property, under a lease or otherwise, except for Seller whose total interest in the Property will be transferred to Buyer at Closing, but who will remain in possession of the Property pursuant to a Use Agreement to be executed by Buyer and Seller at or prior to Closing, in accordance with Section 9.2 below.

8.8. No New Encumbrances. From and after the Effective Date until the date and time of the Closing, Seller shall not convey any portion of the Property or any rights therein, or enter into any conveyance, easement or other agreement, or amend any existing agreement, granting to any Person (other than Buyer) any rights with respect to the Property or any part thereof or any interest whatsoever therein, that would not be extinguished, terminated or satisfied on or before the Closing Date.

8.9. Non-Foreign Status; Withholding. Seller is not a “foreign person” as that term is defined in the Internal Revenue Code of 1986, as amended and the Regulations promulgated pursuant thereto. Seller’s sale of the Property is not subject to any Federal, state or local withholding obligation of Buyer under the tax laws applicable to Seller or the Property.

For purposes of this Agreement and any corresponding Closing documents, whenever the phrases “to the best of Seller’s knowledge”, or the “knowledge” of Seller or words of similar import are used, they shall be deemed to refer to the current, actual, conscious knowledge only, and not any implied, imputed or constructive knowledge, without any independent investigation having been made or any implied duty to investigate, of Robert Tubach, who shall have no personal liability under this Agreement or otherwise with respect to the Property.

Section 9. Closing.

9.1. Time and Place. The closing date of the purchase and sale of the Property shall occur no later than thirty (30) days from the end of the Investigation Period.

9.2. Post Occupancy and Use Agreement. Following Closing, Seller shall have the right to continue operating their automotive repair business at the Property for up to twenty four (24) months through a Use Agreement (the “Use Agreement”). The Use Agreement shall be completed prior to the expiration of the Inspection Period and both parties shall work in good faith to agree to the terms thereof. Buyer and Seller shall conduct a walk-through of the Property prior to the Use Agreement being executed at Closing to document the condition of the Property. Upon Seller finally vacating the Property (the “Vacation Date”), Buyer shall have the right to conduct a Phase 1 and Phase 2 environmental site assessment at its own cost within sixty (60) days of the Vacation Date. Buyer shall make an effort to utilize the same company who performed the environmental assessment during the Inspection Period of the PSA. In the event the same company is not available or the Town no longer utilizes that company for environmental services, the Town retains the sole authority to choose which company to engage environmental services for the Phase 1 and Phase 2 environmental assessment, but said company must have similar or greater community reputation, education, and experience as the previous company and must follow industry standard practices.

Seller shall not be liable for post-closing environmental issues caused by the Town, Buyer, or their respective employees, agents, representatives, contractors, consultants, or others acting on their behalf or at their request. Seller shall be liable for any and all post-closing environmental issues caused by Seller, its employees, agents, representatives, contractors, consultants, or others acting on their behalf or at their request.

At Closing, Escrow Agent shall hold \$250,000 of Seller's proceeds (the "Holdback") in an interest bearing escrow account until pursuant to a mutually-agreeable escrow agreement, which shall provide for such funds to be held until forty five (45) days after the Vacation Date and then returned to Seller unless Buyer shall notify Seller and Escrow Agent prior to such time of a post-environmental issue, as set forth in the Use Agreement. Any interest accrued shall become the property of Seller upon return of the Holdback to Seller, unless the Holdback remains in escrow due to an uncured default and are timely claimed by Buyer for environmental remediation actually incurred by Buyer. Only after such uncured default by Seller and timely notice, Buyer may utilize the Holdback to complete any environmental remediation for soil or groundwater contamination that occurred post-Closing and for which Seller is liable in accordance with this Section 9.2. Buyer may also utilize the Holdback to complete any repairs required to the building located on the Property from the Closing Date through the Vacation Date, caused by the negligent acts or omissions by Seller and for which forty five (45) days' prior notice of same was provided to Seller and Escrow Agent and for which Seller was provided with a reasonable period of time to repair as set forth in the Use Agreement. Any charges associated with the operation or maintenance of the interest bearing account shall be deducted from the Holdback.

The Use Agreement shall not require Seller to pay Buyer any fees or other compensation/remuneration whatsoever for the use of the Property but Seller shall, at its sole cost and expense, maintain the Property during the term of the Use Agreement in a clean, orderly and sanitary condition consistent with the operation of a motor vehicle repair shop, including but not limited to, daily trash clean-up and regular lawn maintenance. Use of the Property by Seller under the Use Agreement shall be in an as-is condition. If for whatever reason other than caused by the Town, Buyer or their respective employees, agents, representatives, contractors, consultants, or others acting on their behalf or at their request, the Property sustains any damage and becomes untenable or unusable for Seller's business operations, the Town or Buyer shall not be responsible for any delays, costs, relocation costs or business impacts. Seller shall be responsible for paying all Utility costs and Property Taxes during its post-Closing use; provided, however, that Seller's liability for post-Closing Property Taxes shall be limited to the amount of Property Taxes it would have been required to pay had Seller remained the owner of the Property for the entire tax year at issue with a capped increase on the pre-Closing assessed value of the Property plus an additional 5% increase per year starting from the 2026 assessed value. For illustration and clarification purposes only, according to the Broward County Property Appraiser's (the "BCPA") website, Seller's 2026 Assessed Value is \$466,050; thus 2026's Property Taxes will be calculated on such amount. Should the Closing occur in September 2026, for example, and the BCPA reassesses the Property for 2027 tax purposes at \$2,500,000 for example, in the event that Seller is required to pay post-Closing Property Taxes for 2027, its liability would be the amount of taxes that would be due on an Assessed Value of \$489,352.50 (i.e., 2026's Assessed Value of \$466,050 X 5% increase), For tax year 2028, Seller's Property Tax liability would be based upon an increased Assessed Value of \$513,820.125 (i.e., 2027's limited "Assessed Value" of \$489,352.50 X 5% increase)

No later than the end of the Use Agreement, Seller shall be allowed to remove its Personal Property and any appurtenances and fixtures that are commonly used to support a mechanic business no matter how affixed to the Property, including but not limited to vehicle lifts, workbenches, and other commonly used fixtures in mechanic shops. Seller shall be responsible for any damage caused to the Property or structure in the removal of any fixtures or appurtenances. Seller shall be

responsible for ensuring the removal of any appurtenances or fixtures does not create any health or safety hazards. Any fixtures or Personal Property left on the Property after the expiration of the Use Agreement, shall become the property of Buyer.

9.3. Closing Documents. For and in consideration of, and as a condition precedent to Buyer's delivery to Seller of the Purchase Price, Seller shall obtain and deliver to Buyer at the Closing the following documents (all of which shall be duly executed and witnessed where required, which documents Buyer agrees to execute where required):

9.3.1 A special warranty deed conveying to Buyer all of Seller's right, title and interest in and to the Property, subject only to the Permitted Exceptions and such other matters as are permitted by Section 5 hereof;

9.3.2 An affidavit of title in the form required by the Title Insurer in order to issue its extended coverage owner's policy of title insurance without exception for mechanic's, materialmen's or other statutory liens, for unrecorded easements or for other rights of parties in possession;

9.3.3 Such evidence as Title Insurer shall reasonably require as to the authority of the parties acting on behalf of Seller to enter into this Agreement and to discharge the obligations of Seller pursuant hereto;

9.3.4 A properly completed property transfer tax return or affidavit, if any, in form and substance appropriate to the jurisdiction in which the Property is located;

9.3.5 A certificate of Seller, dated as of the Closing Date, reaffirming that all representations and warranties of Seller under this Agreement are materially true, correct and complete as of the Closing Date and that there has occurred no default or breach, nor any event which, with the giving of notice or the passage of time, or both, would constitute a default or breach by Seller under this Agreement;

9.3.6 A Closing Statement; and

9.3.7 Such further instructions, documents and information as Buyer or Title Insurer may reasonably request as necessary to consummate the purchase and sale contemplated by this Agreement.

9.4. Costs. At the Closing, Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property as contemplated herein, including, without limitation, attorneys' fees. Notwithstanding the foregoing, it is expressly agreed that Buyer shall pay the cost of the Survey, the cost of recording the deed and any other documents between Buyer and Seller that shall be recorded. Buyer shall pay the cost of the title examination, the premium for the owner's policy of title insurance, any mortgage recording tax and all other taxes, costs, fees or expenses relating to Buyer's financing of the Property and Buyer's investigation of the Property. Seller agrees to pay any and all transfer and/or documentary stamp taxes incident to the conveyance of title to the Property to Buyer.

9.5. Possession: Seller shall tender possession of the property to Buyer immediately after the Closing, subject to the Use Agreement.

Section 10. Default and Remedies.

10.1. Buyer's Default. If the Closing does not occur as a result of a default by Buyer under the terms of this Agreement, the Earnest Money shall be paid to Seller, and Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain the Earnest Money as full liquidated damages for such default of Buyer, whereupon this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages. Other than an action to retain the Earnest Deposit in the event such is not remitted to Seller, Seller hereby waives and covenants not to bring any action or suit, whether legal or equitable, against Buyer for damages or other redress in the event of Buyer's default hereunder.

10.2. Seller's Default. In the event Seller fails to perform its obligations under the terms and conditions of the proposed Contract, and such failure continues for thirty (30) days following written notice from Buyer, Buyer may, in its sole option, either (a) terminate the Agreement by providing written notice to Escrow Agent and receive the return of all Earnest Money plus all interest earned thereon, or (b) elect to enforce Seller's obligations pursuant to an action for specific performance of the Contract. In the event Buyer elects option (b) above, such action shall be commenced within sixty (60) days of the date of Seller's default; otherwise, Buyer shall be deemed to have automatically elected option (a) above.

Section 11. Condemnation.

11.1. Condemnation. Upon becoming aware of the same, Seller agrees to give Buyer prompt written notice of any actual or threatened taking in condemnation or by eminent domain (or a sale in lieu thereof). Between the Effective Date and the Closing Date, any actual or threatened taking or condemnation for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent domain of all or any part of the Property which would, in Buyer's judgment, adversely affect the Property or render it unsuitable for Buyer's purposes, shall, at Buyer's option, allow Buyer, by written notice to Seller, to be received within thirty (30) calendar days of Buyer's receiving Seller's notice of such threat, condemnation or taking, or by the Closing Date, whichever is earlier, to elect to terminate this Agreement. If this Agreement is so terminated, Buyer shall be entitled to receive a refund of the Earnest Money, whereupon the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination.

11.2. Awards and Proceeds. If Buyer does not elect to terminate this Agreement following any notice of a threat of taking or taking by condemnation, as provided above, this Agreement shall remain in full force and effect and the conveyance of the Property contemplated herein, less any interest taken by eminent domain or condemnation, or sale in lieu thereof, shall be effected. At the Closing, Seller shall assign, transfer and set over to Buyer all of Seller's right,

title and interest in and to any awards or payments for the actual value of the property lost or destroyed that have been or may thereafter be made for any such taking or sale in lieu thereof.

Section 12. Assignment.

12.1. Assignment by Buyer. Buyer may assign any of Buyer's rights hereunder or any part thereof to any person, firm, partnership, corporation or other entity, but not be released from liability under this Agreement.

12.2. Assignment by Seller. From and after the Effective Date, Seller shall not, without the prior written consent of Buyer, which consent Buyer may withhold in its sole discretion, assign, transfer, convey, hypothecate or otherwise dispose of all or any part of its right, title and interest in the Property.

Section 13. Buyer's Representation and Warranty. Buyer does hereby represent and warrant to Seller as of the Effective Date as follows:

13.1. Buyer is a Florida a public body corporate and politic created by the Town of Davie pursuant to Chapter 163, Part III, Florida Statutes, that it has all requisite authorizations to enter into this Agreement with Seller and to consummate the transactions contemplated hereby; and that the parties executing this Agreement on behalf of Buyer are duly authorized to so do.

13.2. Buyer is not subject to any law, order, decree, restriction or agreement which prohibits or would be violated by this Agreement or the consummation of the transactions contemplated hereby. This Agreement constitutes, and each document and instrument contemplated hereby to be executed and delivered by Buyer, when executed and delivered, shall constitute the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its respective terms.

13.3. There are no actions or proceedings at law or in equity pending or, to Buyer's knowledge, threatened against Buyer which may in any manner whatsoever affect the validity or enforceability of this Agreement or any of the other documents to be executed and delivered by Buyer pursuant to this Agreement.

Section 14. Maintenance and Management of the Property.

14.1. Seller will Continue to Maintain. From the Effective Date until the Closing Date, Seller agrees to continue to manage and maintain the Property using reasonable efforts consistent with prudent business practices and the management standards Seller has employed in managing and maintaining the Property prior to the Effective Date.

14.2. Seller will not Enter into Long-Term Contracts. Prior to the Closing Date, Seller will not, without Buyer's prior written consent: (i) enter into or renew any contract or agreements pertaining to services on or about the Property, the management or maintenance of the Property which will expire more than thirty (30) calendar days after the Closing Date or cannot be terminated at no cost to Buyer with thirty days' notice after the Closing Date, or (ii) renew or enter into any leases or rental agreements for all or any portion of the Property.

14.3. Seller to Fully Insure. From the Effective Date until the Closing Date, Seller shall keep all liability insurance coverages in effect as of the Effective Date, in full force and effect. Additionally, Seller agrees not to lower any amounts of coverage or materially change any policies or coverages.

Section 15. Broker and Broker's Commission.

15.1. No broker or other real estate agent has participated in this transaction.

15.2. Buyer and Seller each warrant and represent to the other that, except as provided in Section 15.1 hereof, such party has not and will not employ a real estate broker or agent in connection with the transaction contemplated hereby. Each party agrees to indemnify and hold the other harmless from any loss or cost suffered or incurred by it as a result of the other's representation herein being untrue. This Section 15 shall expressly survive the Closing hereunder.

Section 16. Notices. Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by hand, by nationally recognized overnight express delivery service, by U. S. registered or certified mail, return receipt requested, postage prepaid, or by electronic transfer, to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

BUYER: DAVIE COMMUNITY REDEVELOPMENT AGENCY
ATTN: CRA Attorney
8800 SW 36th Street
Davie, FL 33328
Phone No: 954-797-1140
Email: aweinthal@davie-fl.gov

DAVIE COMMUNITY REDEVELOPMENT AGENCY

ATTN: CRA Director
8800 SW 36th Street
Davie, FL 33328
Phone No: 954-797-1041
Email: pholste@davie-fl.gov

SELLER: TUBACH MOTORS INC.
C/O Robert Tubach
4301 SW 64 Avenue
Davie, FL 33314
daviegarage@gmail.com
Phone No: 954-646-1101

With a copy to: Tripp Scott, P.A.
Attn: Paul H. Minoff, Esq.
110 SE 6th St. Suite 1500
Fort Lauderdale, FL 33301
phm@trippscott.com

ESCROW AGENT: NABORS, GIBLIN, & NICKERSON, P.A.
ATTN: Kerry A. Parsons, Esq.
1500 Mahan Drive
Suite #200
Tallahassee, FL 32308

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given (a) on the date of delivery, if delivered by hand; (b) on the date delivered if sent by overnight express delivery, or if sent by U.S. mail, within three (3) Business Days of deposit with the United States Post Office; or (c) on the date of transmission, if sent by electronic transfer device prior to 6:00 p.m. (ET) on a Business Day and otherwise shall be deemed effectively given on the first Business Day after the day of transmission of such notice.

Section 17. Miscellaneous.

17.1. Governing Law; Headings; Rules of Construction. This Agreement shall be construed and interpreted under the laws of the State in which the Property is located. The parties agree that in the event of any dispute, venue shall be Broward County, Florida and jurisdiction for any venue shall be the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa. The parties agree that this Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against the maker thereof.

17.2. No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

17.3. Entire Agreement. This Agreement, including Exhibits, and the documents incorporated herein by reference contain the entire agreement of the parties hereto with respect to the Property, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect.

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

17.5. Amendments. No amendment to this Agreement shall be binding on any of the parties hereto unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought.

17.6. Possession. Possession of the Property shall be granted by Seller to Buyer no later than the Closing Date, subject to the Permitted Exceptions and the Use Agreement.

17.7. Date For Performance. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a day other than a Business Day, then such time period shall be automatically extended through the close of business on the next regularly scheduled Business Day.

17.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. The parties agree that a PDF or facsimile copy or counterpart of this Agreement shall be as binding, enforceable, and admissible as the originally signed document, consistent with state and federal law regarding duplicates.

17.9. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and shall for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.

17.10. Listings and Other Offers. During the pendency of this Agreement, so long as Buyer is not in default hereunder, Seller shall not list the Property with any broker or otherwise solicit or make or accept any offers to sell the Property, engage in any discussions or negotiations with any third party with respect to the sale or other disposition of the Property, or enter into any contracts or agreements (whether binding or not) regarding any disposition of the Property.

17.11. Radon Disclosure. 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 a period of 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.

17.12. Waiver of Jury Trials. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER AND SELLER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS,

STATEMENTS (WHETHER ORAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS AGREEMENT OR THE PROPERTY (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR SELLER TO ENTER INTO AND ACCEPT THIS AGREEMENT AND THE DOCUMENTS TO BE DELIVERED BY BUYER AT CLOSING AND SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE EXECUTION AND DELIVERY OF THE DEED.

17.13. Escrow. The parties hereby indemnify and hold Escrow Agent harmless from and against any loss, liability, claim or damage whatsoever (including reasonable attorney's fees and court costs at trial and all appellate levels) the Escrow Agent may incur or be exposed to in its capacity as escrow agent hereunder except for gross negligence or willful misconduct. If there be any dispute as to disposition of any proceeds held by the Escrow Agent pursuant to the terms of this Agreement, Escrow Agent is hereby authorized to interplead said amount or the entire proceeds with any court of competent jurisdiction and thereby be released from all obligations hereunder. The parties recognize that the Escrow Agent is a law firm representing Buyer, and hereby agree that such law firm may continue to represent Buyer in any litigation pursuant to this Agreement. The Escrow Agent shall not be liable for any failure of the depository.

17.14. Cooperation in Possible Like-Kind Exchange. Each party agrees to cooperate with the other party if either party attempts to effect a like-kind exchange under Section 1031 of the Internal Revenue Code in connection with the sale of the Property, at no cost or liability to the non-requesting party. Neither Buyer nor Seller shall by this Agreement or acquiescence to any exchange, (1) have their rights under this Agreement affected or diminished in any manner, (2) be responsible for compliance with or be deemed to have warranted that any exchange in fact complies with Section 1031 of the Code, (3) incur any additional cost or expense or potential liability as a result of the exchange, or (4) be obligated to execute any agreement to effectuate the exchange other than a simple consent or similar document.

[signatures begin on the next page]

IN WITNESS WHEREOF, each of the parties hereto has duly signed and sealed this Agreement, effective as of the day and year first above written.

WITNESSES:

BUYER:

TOWN OF DAVIE COMMUNITY
REDEVELOPMENT AGENCY

By: _____

Judy Paul, Board Chair

Print name: _____

Print name: _____

Town of Davie – Ratified and approved by the Town Council of the Town of Davie, Florida

By: _____

Name: Judy Paul

Title: Mayor

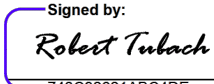
Date: _____

IN WITNESS WHEREOF, each of the parties hereto has duly signed and sealed this Agreement, effective as of the day and year first above written.

WITNESSES:

SELLER:

TUBACH MOTORS, INC., a Florida corporation

By:  Signed by:
Robert Tubach
Robert Tubach, President

Print name: _____

Print name: _____

The escrow instructions set forth above are hereby acknowledged and accepted by:

ESCROW AGENT:

NABORS, GIBLIN, & NICKERSON, P.A.

By: _____
Kerry A. Parsons, Esq.

Date: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

4301 SW 64 Avenue

DAVIE 1ST ADD AMEN PLAT 15-6 B PT OF TR A FORMERLY PLATTED AS LOTS 1 & 50 BLK 5 & THAT PT OF ALLEY LYING BETWEEN SAID LOTS & THAT PART OF NW 17 CT LYING W OF SAID LOTS & THAT PART LYING BETWEEN BLKS 5 & 6 FORMERLY PLATTED AS BON AIR ST & THAT PART OF NW 17 CT LYING W OF SAID BON AIR ST

Property ID # 504127050040

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year in which the Closing occurs and subsequent years.
2. Such state of facts which would be shown by a current survey of the Property and not timely objected to by Buyer pursuant to this Agreement.
3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of AMENDED PLAT OF BLOCKS 5 AND 6 FIRST ADDITION TO DAVIE, as recorded in Plat Book 15, Page(s) 6, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
4. Easement recorded in Book 28400, Page 285.
5. Easement recorded in Book 28285, Page 869.
6. Easement recorded in Book 2831, Page 577.
7. Terms and conditions of that certain Use Agreement between Seller and Buyer dated _____.
8. Other title exceptions listed in Buyer's Title Commitment and not timely objected to by Buyer, and such matters objected to by Buyer if such objection is (i) not cured by Seller, and (ii) waived or deemed to have been waived by Buyer