

**ASSIGNMENT AND ASSUMPTION  
CONSENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION CONSENT AGREEMENT, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”) is entered into by and between the City of Pompano Beach (the “City”), Dina and Eman, Inc. (“Assignor”), and The Lovely Corner, LLC (“Assignee”).

WHEREAS, Assignor entered into a Revocable License Agreement with the City, dated October 11, 2018 and filed on October 22, 2018, Instrument Number 115397096 (the “Agreement”), relating to the use of the City’s right-of-way property known as Parcel ID No. 4842-34-09-0330 located in Pompano Beach, Florida, for the purpose of installing, operating and maintaining groundwater monitoring wells; and

WHEREAS, Paragraph 4 of the Agreement allows for assignment thereof with prior written consent of the City; and

WHEREAS, Assignee purchased Assignor’s interest in the property located at 1511 Hammondville Road, Pompano Beach, FL and 1547 Hammondville Road, Pompano Beach, FL, effective February 1, as set forth in the Contract for Sale and Purchase attached hereto as Exhibit A; and

WHEREAS, Assignor desires to assign all of its rights and obligations in and to the Revocable License Agreement to Assignee and Assignee desires to assume all of Assignor’s obligations thereunder, all effective as of the Effective Date; and

WHEREAS, City desires to consent to said assignment.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Assignment. Assignor does hereby grant, sell, convey, transfer, set over, deliver and assign unto Assignee, its successors and assigns, all of Assignor’s legal and equitable rights, privileges, interests, duties and obligations in, to and under the Agreement as of the Effective Date.
2. Assumption. Assignee hereby accepts the foregoing assignment of the Agreement and hereby assumes and agrees to keep, pay and perform from and after the date hereof all of Assignor’s duties, responsibilities and obligations with respect to the Agreement as of the Effective Date.
3. Consent. City hereby consents to the assignment from Assignor to Assignee as outlined in this Assignment and Assumption Agreement.
4. Notices. Notice to Assignee, also referred to as Licensee in this Agreement, shall be sent to The Lovely Corner, LLC, c/o Larry Tyler, NKSFB, 10960 Wilshire Blvd., 5<sup>th</sup> Floor, Los Angeles, CA 90024.

5. Successors and Assigns. Subject to the foregoing, this Assignment and Assumption Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and legal representatives.

6. Further Assurances. Each of the parties hereto hereby further agrees at any time and from time to time, and without additional consideration, to execute, acknowledge and deliver to the other any and all such further instruments and assurances, and to perform such further acts, as may reasonably be required by such other party to more fully effectuate the assignment and assumption contemplated hereunder.

7. Entire Agreement. This Assignment and Assumption Consent Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof.

8. Counterparts. This Assignment and Assumption Consent Agreement may be executed in counterparts, all of which shall be deemed originals and constitute one instrument.

9. Miscellaneous. Assignor shall at any time and from time to time, execute and deliver to Assignee all other and further agreements, assignments, and any other instruments necessary or desirable to vest in Assignee full right, privileges and interest in and to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Consent Agreement as a sealed instrument as of the day and year first above written.

**ASSIGNOR:**

DINA AND EMAN, INC.

By: See next Page for signature.  
Rida A. Albazian, President

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Rida A. Albazian, as President of Dina and Eman, Inc. a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification

NOTARY'S SEAL: \_\_\_\_\_ NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**ASSIGNOR:**

DINA AND EMAN, INC.

By:   
Rida A. Albazian, President

STATE OF FLORIDA  
COUNTY OF BROWARD

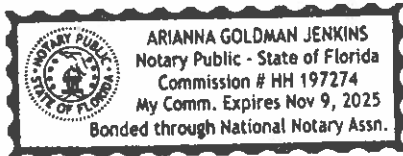
The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 31 day of Jan, 2023, by Rida A. Albazian, as President of Dina and Eman, Inc. a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification

NOTARY'S SEAL:

  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number



**ASSIGNEE:**

THE LOVELY CORNER, LLC

By: See next Page for signature.  
\_\_\_\_\_  
Bill K. Kapri, Manager

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Bill K. Kapri, as Manager of The Lovely Corner, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**ASSIGNEE:**

THE LOVELY CORNER, LLC

By: Bill  
Bill K. Kapri, Manager

STATE OF FLORIDA

COUNTY OF PALM BEACH

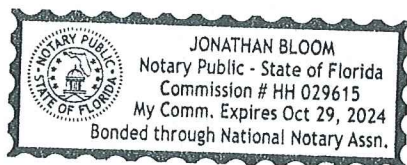
The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 7 day of February, 2023, by Bill K. Kapri, as Manager of The Lovely Corner, LLC, a Florida limited liability company, on behalf of the company, who ~~is personally known to me or~~ who has produced drivers license as identification

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



**CITY OF POMPANO BEACH**

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ALFRED KERVIN, CITY CLERK (SEAL)

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

/jrm  
1/31/23  
L:agr/engr/2023-391

**EXHIBIT A**

Contract for Sale and Purchase



Commercial Contract

1 1. PARTIES AND PROPERTY: BILL KAPRI ("Buyer")

2 agrees to buy and DINA & EMAN INC ("Seller")

3 agrees to sell the property at:

4 Street Address: 1511 HAMMONDVILLE RD POMPANO BEACH 33069 & 1547 HAMMONDVILLE RD POMPANO
5 BEACH 33069

6 Legal Description: FRIENDLY PARK 29-36 B LOT 13 TO 16 BLK 2 & FRIENDLY PARK 29-36 B LOT 17 WLY
7 11.94,18,19 E1/2 BLK 2

8 and the following Personal Property:

9

10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 2. PURCHASE PRICE: \$ 1,800,000.00

12 (a) Deposit held in escrow by: Law Offices of Jonathan Bloom pa \$ 80,000.00
13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: 2295 nw corp blvd #117 Boca Raton FL Phone: 561-864-0000

15 (b) Additional deposit to be made to Escrow Agent
16 [ ] within \_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or
17 [ ] within \_\_\_ days after Effective Date \$

18 (c) Additional deposit to be made to Escrow Agent
19 [ ] within \_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or
20 [ ] within \_\_\_ days after Effective Date \$

21 (d) Total financing (see Paragraph 5) Not contingent on financing \$

22 (e) Other \$

23 (f) All deposits will be credited to the purchase price at closing.
24 Balance to close, subject to adjustments and prorations, to be paid
25 via wire transfer. \$ 1,720,000.00

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of
27 Buyer's written notice of acceptability.

28 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
29 and Buyer and an executed copy delivered to all parties on or before December 8, 2022, this offer
30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
31 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
32 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or
33
34 Calendar days will be used when computing time periods, except time periods of 5
35 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
36 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next
37 business day. Time is of the essence in this Contract.

37 4. CLOSING DATE AND LOCATION:

38 (a) Closing Date: This transaction will be closed on December 31, 2022 (Closing Date), unless
39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods
40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

(10 days after due diligence period)

Buyer (BK) and Seller (RE) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in Broward County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

Not Contingent On Financing  
~~5. THIRD PARTY FINANCING~~

~~BUYER'S OBLIGATION: On or before 7 days (0 days if left blank) after Effective Date, Buyer will apply for third party financing in an amount not to exceed 75% of the purchase price or \$ with a fixed interest rate not to exceed 6.5% per year with an initial variable interest rate not to exceed % with points or commitment or loan fees not to exceed % of the principal amount, for a term of years, and amortized over years with additional terms as follows:~~

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within days (3 days if left blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.

If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. DEPOSIT(S) (for purposes of Paragraph 5 only): If Buyer has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by [X] statutory warranty deed [ ] special warranty deed [ ] other free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing, covenants, restrictions and public utility easements of record, existing zoning and governmental regulations, and (list any other matters to which title will be subject) None

provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as Retail, Commercial, + Warehouse

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) [ ] Seller's [X] Buyer's expense and within days after Effective Date or at least 5 days before Closing Date deliver to Buyer (check one) [X] (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. [ ] (ii) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or

Buyer (BK) and Seller (BA) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.



Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within 5 days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the later of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

Seller will, within 5 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

Permits, Notices from the city, Copies of leases

prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.

Buyer will, at  Seller's  Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another,  Buyer will accept the Property with existing encroachments  such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ \_\_\_\_\_ (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b))

(a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

(b) Due Diligence Period: Buyer will, at Buyer's expense and within 15 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties, zoning and zoning restrictions, flood zone designation and restrictions, subdivision regulations, soil and grade, availability of access to public roads, water, and other utilities, consistency with local, state and regional growth management and comprehensive land use plans, availability of permits, government approvals and licenses, compliance with American with Disabilities Act, absence of asbestos, soil and ground water contamination, and other inspections that Buyer deems appropriate. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the

Buyer BK and Seller BA acknowledge receipt of a copy of this page, which is Page 3 of 5 Pages.

Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit will be immediately returned to Buyer and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted [X] only with Buyer's consent [ ] without Buyer's consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller, if requested by the Buyer in writing, will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

Buyer (BK) and Seller (RA) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

198 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or  
199 Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the  
200 withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the  
201 requirement.

202 **10. ESCROW AGENT:** Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive,  
203 deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the  
204 terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to  
205 Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent  
206 has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed  
207 items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator  
208 determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over  
209 the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all  
210 liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate  
211 broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items  
212 or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs  
213 incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs  
214 in favor of the prevailing party.

216 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged  
217 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-  
218 complying party specifying the non-compliance. The non-complying party will have \_\_\_\_\_ days (5 days if left blank) after  
219 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

220 **12. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable  
221 to each other for damages so long as performance or non-performance of the obligation, or the availability of services,  
222 insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure.  
223 "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual  
224 transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the  
225 non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will  
226 be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this  
227 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than  
228 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other  
229 and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

230 **13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is  
231 not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit  
232 will be returned in accordance with applicable Florida Laws and regulations.


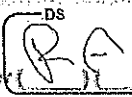
232 **14. DEFAULT:**

233 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make  
234 the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby  
235 waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek  
236 specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the  
237 Brokerage fee.

238 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1)  
239 retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the  
240 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek  
241 specific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1)  
242 terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without  
243 waiving any remedy for Buyer's default.

244 **15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the  
245 prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable  
246 attorneys' fees, costs, and expenses.

247 **16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or  
248 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,  
249 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)  
250 representing a party will be as effective as if given by or delivered to that party.

Buyer (  ) and Seller (  ) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

251 **17. DISCLOSURES:**

252 **(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales  
253 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of  
254 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the  
255 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not  
256 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

257 **(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special  
258 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such  
259 liens, if any, shall be paid as set forth in Paragraph 9(e).

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

264 **(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by  
265 Section 553.996, Florida Statutes.

266 **18. RISK OF LOSS:**

267 **(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will  
268 bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to  
269 Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and  
270 Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim  
271 to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any  
272 such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of  
273 the Buyer.

274 **(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the  
275 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this  
276 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of  
277 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at  
278 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate  
279 with and assist Buyer in collecting any such award.

280 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise  is not  
281 assignable  ~~is assignable~~. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement  
282 to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This  
283 Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if  
284 assignment is permitted).

285 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.  
286 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.  
287 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated  
288 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or  
289 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract  
290 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be  
291 construed under Florida law and will not be recorded in any public records.

292 **21. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a  
293 licensed real estate Broker other than:

294 **(a) Seller's Broker:** APEX CAPITAL REALTY LLC DANILO AQUINO  
295 (Company Name) (Licensee)

(Address, Telephone, Fax, E-mail)

296 who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated by  
297  Seller  Buyer  both parties pursuant to  a listing agreement  other (specify) \_\_\_\_\_

298  
299  
300 **(b) Buyer's Broker:** BeachFront Realty Kaila Maman 3480890  
301 (Company Name) (Licensee)

(Address, Telephone, Fax, E-mail)

Buyer <sup>DS</sup> (Signature) and Seller <sup>DS</sup> (Signature) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

302 who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated by  
303  Seller's Broker  Seller  Buyer  both parties pursuant to  an MLS offer of compensation  other (specify)  
304 \_\_\_\_\_  
305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to  
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller and Buyer** agree to  
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including  
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is  
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to  
310 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of  
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and  
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to  
314 this Contract):

- |   |  |   |
|---|--|---|
| 315 <input type="checkbox"/> (A) Arbitration                    | <input type="checkbox"/> (E) Seller Warranty                 | <input type="checkbox"/> (I) Existing Mortgage          |
| 316 <input type="checkbox"/> (B) Section 1031 Exchange          | <input type="checkbox"/> (F) Coastal Construction Control Li | <input type="checkbox"/> (J) Buyer's Attorney Approval  |
| 317 <input type="checkbox"/> (C) Property Inspection and Repair | <input type="checkbox"/> (G) Flood Area Hazard Zone          | <input type="checkbox"/> (K) Seller's Attorney Approval |
| 318 <input type="checkbox"/> (D) Seller Representations         | <input type="checkbox"/> (H) Seller Financing                | <input checked="" type="checkbox"/> Other <u>Rider</u>  |

319 **23. ADDITIONAL TERMS:**

320 This offer is subject to appraisal.

321 Buyer may assign contract to any related entity.

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342 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**  
343 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**  
344 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**  
345 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**  
346 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**  
347 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**

Buyer (BK) (\_\_\_\_\_) and Seller (RF) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

348 **ADVICE: BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**  
349 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**  
350 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**  
351 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**  
352 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**  
353 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE**

354 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other  
355 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its  
356 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized  
357 to do so.

DocuSigned by:



Date: 11/13/2022

(Signature of Buyer)

BILL KAPRI

Tax ID No:

(Typed or Printed Name of Buyer)

Title:

Telephone:

Date:

(Signature of Buyer)

Tax ID No:

(Typed or Printed Name of Buyer)

Title:

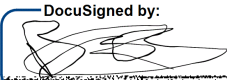
Telephone:

Buyer's Address for purpose of notice:

Facsimile:

Email:

DocuSigned by:



Date: 12/7/2022

(Signature of Seller)

Rida Albazian

Tax ID No:

(Typed or Printed Name of Seller)

Title:

Telephone:

Date:

(Signature of Seller)

DINA & EMAN INC

Tax ID No:

(Typed or Printed Name of Seller)

Title:



Telephone:

Seller's Address for purpose of notice:

Facsimile:

Email:

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