

RESOLUTION NO. 2010 - 050

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT FOR PURCHASE AND SALE BETWEEN THE TOWN OF SOUTHWEST RANCHES (BUYER) AND NEW HOPE INC. IN SOUTHWEST RANCHES (SELLER) FOR THE ACQUISITION OF THE PROPERTY GENERALLY LOCATED AT 13400 GRIFFIN ROAD, CONTAINING THE PARCEL ID # 5040-26-05-0080, IN THE AMOUNT OF \$1,900,000, FOR USE AS THE TOWN HALL; APPROVING A LEASE AGREEMENT TO ENABLE THE SELLER TO LEASE BACK THE PROPERTY FOR UP TO SIX MONTHS AT A RENTAL RATE OF \$10,000 PER MONTH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, since its incorporation the Town of Southwest Ranches has never had a permanent Town Hall; and

WHEREAS, the Town has utilized diverse spaces over the years, including but not limited to, a law firm, a school, a restaurant, multiple houses of worship, and its current modular trailers to conduct Town's business; and

WHEREAS, the current Town Hall has been placed on property leased from the South Broward Drainage District, which lease is set to expire in a few short years; and

WHEREAS, the Town Council believes that it is in the best interest of the health, safety, and welfare of the Town's residents to procure a permanent Town Hall and meeting location; and

WHEREAS, although the Town had contemplated building a Town Hall, an opportunity has arisen to purchase an existing building, which would give the Town more than it would have constructed at a lesser price; and

WHEREAS, the Town has always had a good working relationship with the Seller and appreciates the Seller's willingness to come to terms; and

WHEREAS, the Town's agreement with the Seller is a net transaction, with no commissions being paid to any other party; and

WHEREAS, the Purchase and Sale Agreement establishes a purchase price of \$1,900,000, the Seller's removal of the trailers from the property, the Seller's removal of the playground equipment from the property, allows the Seller lease back the property at a rental rate of \$10,000 a month for up to six months, and authorizes the Town to pay the reasonable closing costs.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby authorizes the acquisition of the property generally located at 13400 Griffin Road, containing the parcel ID #5040-26-05-0080.

Section 3: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into a Purchase and Sale Agreement and Lease Agreement in substantially the same form as that attached hereto as Exhibits "A" and "B" respectively, and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

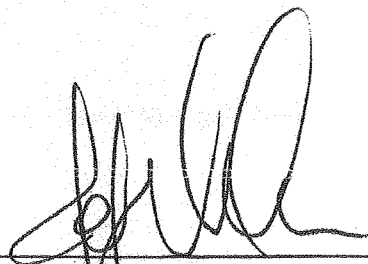
Section 4: The Town Council authorizes the appropriate Town officials to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 5: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 1st day of April, 2010, on a motion by Council Member Fisikelli and seconded by Council Member McKay.

Nelson	<u>AYE</u>	Ayes	<u>5</u>
Knight	<u>AYE</u>	Nays	<u>0</u>
Breitkreuz	<u>AYE</u>	Absent	<u>0</u>
Fisikelli	<u>AYE</u>	Abstaining	<u>0</u>
McKay	<u>AYE</u>		

[Signatures on Following Page]



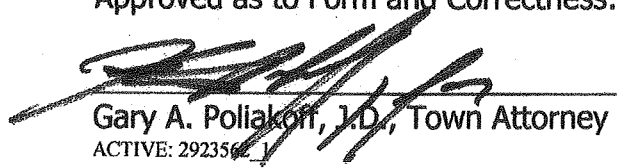
Jeff Nelson, Mayor

ATTEST:



Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney
ACTIVE: 292356

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT for Purchase and Sale ("Agreement") is entered into as of the date the Seller executes this Agreement ("Effective Date") by and between NEW HOPE INC. IN SOUTHWEST RANCHES, a Florida non-profit corporation ("Seller"), and TOWN OF SOUTHWEST RANCHES, a political subdivision of the State of Florida ("Buyer"), or its assigns, as follows:

ARTICLE 1. PURCHASE AND SALE OF THE PROPERTY. Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller subject to the terms and conditions set forth herein, the following:

1.1 That certain land (the "Land") described as follows:

PARCEL A, WEST BROWARD CHRISTIAN CENTER, according to the plat thereof, as recorded in Plat Book 136, Page 49, of the Public Records of Broward County, Florida.

Parcel I.D. 5040-26-05-0080

1.2 Appurtenances. All rights, privileges and easements appurtenant to the Land, which are owned by the Seller.

1.3 Improvements. All improvements and fixtures located on the Land, which are owned by the Seller, if any (the "Improvements"), all of which shall be in good repair as of the Closing Date.

All of the items described above are hereinafter collectively referred to as the "Property."

ARTICLE 2. PURCHASE PRICE.

2.1 The purchase price for the Property (the "Purchase Price") shall be One Million Nine Hundred Thousand Dollars and No Cents (\$1,900,000) which shall be payable as set forth in this Article 2.

2.2 Deposit. Concurrently with the execution of this Agreement by Buyer, Buyer shall deliver to Escrow Agent (hereinafter defined) the sum of Ten Thousand and NO/100 Dollars (\$10,000.00) (the "Deposit"). Escrow Agent shall deposit the Deposit in its trust account.

2.3 Payment of Deposits to Seller. Escrow Agent shall pay to Seller on the Closing Date (hereinafter defined), the Deposit in the form of a trust account check or wire transfer payable to Seller.

2.4 Cash at Closing. Buyer shall pay the balance of the cash to close to Seller on the Closing Date in the form of attorneys trust account check, cashier's check or a wire transfer payable to the Seller.

ARTICLE 3. CLOSING.

3.1 Escrow Agent. The escrow agent shall be Becker & Poliakoff, P.A., whose address is: Becker & Poliakoff, P.A., Attention: Carol Capri Kalliche, Attorney at Law, 3111 Stirling Road, Fort Lauderdale, FL 33312 (the "Escrow Agent").

3.2 Close. The Closing of title (the "Closing") shall take place at 10:00 a.m. on or before ninety (90) days from the Effective Date at the offices of Buyer's Attorney, Becker & Poliakoff, P.A., 3111 Stirling Road, Fort Lauderdale, Florida 33312.

3.3 Escrow and Title Costs. Seller shall pay for the proratable items chargeable to Seller at the Closing, the cost of curing title defects, if any, including but not limited to, the cost of obtaining and recording any corrective

instruments, such as, satisfactions, releases, partial releases, disclaimers or the like; and Seller's own attorney's fees. Buyer shall pay for the cost of the title abstract (not to exceed \$200.00) or the cost of providing the title commitment, proratable items chargeable to Buyer at the Closing, the documentary transfer taxes on the Warranty Deed, the charge for recording the Warranty Deed, Buyer's own attorney's fees, documentary stamp tax, intangible tax and recording fees related to the note and mortgage, and the Buyer's Title Insurance Policy.

3.4 Prorations. The following items shall be prorated and adjusted between Buyer and Seller as of midnight preceding the Closing Date, and made on the basis of a thirty day month:

3.4.1 Taxes. All nondelinquent general and special real property taxes and assessments based on the tax statement last available to Seller.

3.4.2 Pending and Certified Liens. Certified municipal liens and pending municipal liens for which work has been substantially completed on the Closing Date shall be paid by the Seller and other certified liens for which work has not been substantially completed on the Effective Date and other pending liens shall be assumed by Buyer;

3.4.3 Other Items. All operational expenses and rentals upon the Property and all other items required to be prorated by any other provision of this Agreement to be prorated and adjusted.

3.5 Re-Proration of Taxes. At Closing, the above-referenced items shall be prorated and adjusted as indicated. If subsequent to the Closing Date, taxes for the year of Closing are determined to be higher or lower than as prorated, a re-proration and adjustment will be made at the request of Buyer or Seller upon presentation of the actual tax bill, and any payment required as a result of the re-proration shall be made within ten days following demand. All other prorations and adjustments shall be final.

ARTICLE 4. DELIVERY OF DOCUMENTS.

4.1 Delivery by Seller at Closing. At or prior to the Closing, Seller shall deliver the following closing documents to Buyer:

4.1.1 A Warranty Deed conveying title to the Property, in recordable form (the "Deed"), subject only to the Permitted Exceptions (as hereinafter defined);

4.1.2 A Mechanics'/Construction Lien Affidavit from Seller attesting that (a) no individual, entity or governmental authority has any claim against the Property under the applicable Mechanics'/ Construction lien law, (b) no individual, entity or governmental authority is either in possession of the Property or has a possessory interest or claim in the Property, and (c) no improvements to the Property have been made for which payment has not been made;

4.1.3 A "Gap Affidavit" in form and content reasonably satisfactory to Buyer's title insurer to allow the title agent to insure the gap period in accordance with applicable Florida Statutes;

4.1.4 A Seller's non-foreign affidavit, under penalty of perjury, including Seller's United States Taxpayer Identification Number and permanent mailing address, stating that Seller is not a foreign person, as required under Internal Revenue Code, Section 1445(b)(2);

4.1.5 Closing Statement;

4.1.6 Estoppel letter from the holder of any mortgage encumbering the Property setting forth the amount required to pay off or release such mortgage from the Property;

4.1.7 Assignment to Buyer of all permits, licenses or approvals issued by any board, association, governmental body or agency having jurisdiction over the Property relating to the ownership or use of the Property;

and

4.18 Such other documents as Buyer may reasonably request in order to consummate the transaction herein contemplated.

4.2 Copies of Seller's closing documents shall be delivered to Buyer's attorney for review not less than ten (10) days prior to Closing.

4.3 Delivery by Buyer at Closing. At Closing, Buyer shall execute and deliver to Seller the following items:

4.3.1 The cash portion of the Purchase Price;

4.3.2 Buyer shall cause Escrow Agent to issue its trust account check for the Deposit to Seller;

4.3.3 Resolution evidencing Buyer's power and authority to enter into this Agreement and consummate the transaction herein contemplated;

4.3.4 Closing Statement; and

4.3.5 Such additional documents as Seller may reasonably deem necessary or proper to carry out this Agreement.

4.4 Copies of Buyer's closing documents shall be delivered to Seller's attorney for review not less than five (5) days prior to Closing.

ARTICLE 5. EVIDENCE OF TITLE.

5.1 Delivery of Prior Title Policy. The Seller, at its cost, shall deliver a prior owner's title insurance policy on the Property issued by a nationally recognized title insurance company acceptable to Buyer's attorney, in its discretion, together with a computer update from the date of the policy through the Effective Date, together with hard copies of all exceptions listed thereon ("Prior Policy"), within five days following the Effective Date. In the event the Seller does not have a prior owner's title policy, Buyer's attorney shall order a title search, the cost of which shall be paid by Seller.

5.2 Title. Seller shall convey to Buyer good, marketable and insurable title to the Property, subject only to the Permitted Exceptions as set forth in subsection 5.6 below. Buyer shall have forty-five (45) days from the date of receiving the title search or Prior Policy to examine title. If title is found defective, Buyer shall, within sixty (60) days after receipt of the title search or Prior Policy, notify Seller in writing of the specific title defect(s). Seller may, but has no obligation to, correct such defect(s) within thirty (30) days from its receipt of the notice from Buyer. Buyer, at its option, and at Seller's request may extend the time to cure the defect and the Closing Date by a period of time equal to the period of time that is required to cure the title defect not to exceed one hundred twenty days. If Seller is not successful in removing the defect(s) within that time, Buyer shall have the option, in its discretion, of either accepting the title in its existing condition, and closing in accordance with the terms of this Agreement or of terminating this Agreement by written notice of termination to Seller. Upon the termination of this Agreement, Escrow Agent shall return the Deposit to Buyer, and, thereafter, Buyer nor Seller shall have any further rights or obligations hereunder.

5.3 Delivery of Certificate of Filing Officer. Within fifteen (15) days following the Effective Date, Seller, at its cost, shall deliver to Buyer from the filing officer, as described in Florida Statutes, Section 679.401 (1991), a certified copy of any filed instrument naming the Seller as debtor under the Uniform Commercial Code-Secured Transactions. Failure by Seller to deliver the foregoing shall entitle Buyer to order the report at Seller's cost and expense.

5.4 Tax Reports. Within fifteen days after the Effective Date, Seller shall deliver to Buyer from the tax collector for the county in which the Property is located a statement of the ad valorem real property taxes for the Property for the year of closing (if then known and if not then known, for the prior year) and whether there are any unpaid taxes then due.

5.5 Survey.

5.5.1 Delivery of Survey. Buyer at its option and cost may obtain a survey (the "Survey") of the Land and all improvements thereon prepared by a land surveyor or engineer registered and licensed in the State of Florida. The Survey shall: show the legal description of the Land to be the same as described in Article I, Section 1.1 of this Agreement; be certified to Buyer, to Buyer's Attorney, and to the Title Company; include a certification that the Survey satisfies the minimum requirements adopted by the Florida Society of Professional Land Surveyors and the Florida Land Title Association and that there are no encroachments, overlaps, boundary line disputes, easements or claims of easements other than as shown; be certified as of a date subsequent to the Effective Date; show the flood zone designation of the Land; show the topography of the Land; show the locations and recording information of all Permitted Exceptions; and state the gross and net acreage of the Land.

5.5.2 Survey Defects. Buyer shall have sixty (60) days from the Effective Date to examine the survey. If the Survey shows any encroachment on the Land, or that any improvement located on the Land encroaches on the land of others, or if the Survey shows any other defect which would affect either the title to the Property or Buyer's intended use of the Property, Buyer shall notify Seller of such defect within fifteen days after receipt of the Survey and such encroachment or defect shall be treated in the same manner as title defects are treated under this Agreement.

5.6 Buyer's Title Insurance Policy. Buyer shall obtain, at Buyer's cost, an ALTA Owner's Policy of Title Insurance ("Buyer's Title Insurance Policy"), issued by a nationally recognized title insurance company (the "Title Company"), with liability in the amount of the Purchase Price, insuring Buyer's title in the Property free and clear of all liens and encumbrances excepting only (i) current real property taxes and assessments not delinquent; (ii) items shown on the title commitment which are approved by Buyer; (iii) the Title Company's standard exceptions (as many as possible of which shall be deleted on the final policy); (iv) all laws, ordinances and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; (v) matters which would be disclosed by an accurate survey of the Property; (vi) restrictions, easements, reservations, covenants, , limitations; and (vii) such other matters or exceptions which have been approved by Buyer (the "Permitted Exceptions").

ARTICLE 6. INVESTIGATION PERIOD.

6.1 Suitability for Use. For a period of sixty (60) days following the Effective Date hereof ("Investigation Period"), Buyer shall determine, in its sole discretion, whether the Property is suitable for Buyer's intended use of the Property.

6.2 Seller's Delivery of Property Records. Within ten (10) days from the Effective Date, Seller shall deliver to Buyer copies of all the following documents in Seller's possession relating to the Property: Any and all licenses, security agreements, forms UCC-1 affecting the Property, paid tax bills for the years 2008 and 2009, tax assessment notices, title insurance policies, surveys, site plans, plats, soil tests, reports, engineering reports and similar technical data and information, plans and specifications for proposed improvements to the Property, 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, 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 the 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).

6.3 Buyer's Inspection of Property. During the Investigation Period and if Buyer elects to go forward with the Closing, from the end of the Investigation Period until the Closing Date, Buyer or Buyer's representative shall have the right to enter upon the Property, during reasonable business hours after giving reasonable notice to Seller and to make all inspections and investigations of the condition of the Property, including, but not limited to, structural investigation and testing, soil borings, percolation tests, engineering and topographical studies, and investigations of zoning and the availability of utilities, all of which inspections and investigations shall be undertaken at Buyer's sole cost and expense. If any such test discloses any condition not acceptable to Buyer, in its sole discretion, Buyer shall notify Seller, in writing, of Buyer's intent not to go forward with this Agreement.

6.4 Environmental Assessment. During Buyer's Investigation Period, Buyer shall have the right, at its expense, and during normal business hours to conduct or cause to be conducted any and all environmental assessments which Buyer deems necessary, at Buyer's sole determination, of the Property. If the environmental assessments disclose any condition not acceptable to Buyer in its discretion, Buyer shall notify Seller of such condition in writing within ten (10) days of Buyer's receipt of such final report. Seller shall, at its sole option, within ten (10) days of receipt of such written notice, notify Buyer either (a) that it will terminate this Agreement and return the Deposit, together with interest earned thereon, to Buyer, whereupon all rights and obligations of the parties hereunder shall cease, (b) that it will remedy the environmental condition objected to within six (6) months of the date of such notice, or (c) that it will offer the Property to Buyer subject to the environmental condition. The Closing Date shall be extended as necessary to give effect to all time periods specified in this Article 6.

6.5 Buyer's Right to Terminate. Buyer may elect to terminate this Agreement at any time before 9:00 p.m., of the last day of the Investigation Period by written notice to Seller. Upon a termination of this Agreement, Escrow Agent shall return the Deposit to Buyer, and, thereafter this Agreement shall be terminated and neither Buyer nor Seller shall have any further rights or obligations hereunder. In the event this Agreement has not been terminated pursuant to this subsection 6.5, then the Property's physical condition shall be deemed approved by Buyer subject to any matters shown on the reports which Seller has agreed to cure, repair or replace. Seller shall exercise due diligence if making any and all cures, repairs and replacements.

ARTICLE 7. SELLER REPRESENTATIONS AND WARRANTIES.

7.1 Seller's Warranties. Seller makes the following warranties to Buyer, each of which shall be true as of the Closing Date:

7.1.1 Seller is the sole owner of the Property, has good, indefeasible and marketable title to the Property, free and clear of all liens, encumbrances and other matters except the Permitted Exceptions and has full power, authority and right to execute, deliver and perform this Agreement. Neither the execution and delivery of this Agreement nor its performance are restricted by or violate any contractual or other obligation of Seller.

7.1.2 Seller has not, nor to the best of Seller's knowledge and belief, Seller's predecessors in title or use, have not, used or permitted the Property to be used as a burial ground, land fill area, or area for the dumping of any materials which would qualify as Hazardous Waste under State or Federal Laws; there is no Asbestos or Radon Gas contained within or on the Property.

7.1.3 There is ingress and egress to the Property to and from dedicated public thoroughfares.

7.1.4 The Property is not in violation of any Building, Zoning, or Fire Codes.

7.1.5 The zoning of the Property is such as to allow the present use of the Property.

7.1.6 The Property is in full compliance with all federal, state and local environmental laws, rules,

regulations, codes or ordinances.

7.2 Seller's Representations. Seller represents to Buyer that:

7.2.1 Seller has not received any notice, written or otherwise, from any governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property by reason of a violation of any regulation or otherwise;

7.2.2 Seller has received notice of any pending or contemplated condemnation action with respect to the Property;

7.2.3 There are no claims or actions or threats of action pending against the Property or Seller that would limit or prohibit Seller from performing all of the terms, covenants and provisions of this Agreement by Seller; and

7.2.4 There are no outstanding or unperformed contracts for improvements or repairs to the Property, or any unpaid or disputed bills for labor, materials or services in connection with any repairs or improvements to any portion of the Property.

7.2.5 To the best of Seller's knowledge, there are no proposed or pending plans to change or redefine the zoning classification of all or any part of the Property. Seller agrees to immediately furnish Buyer with copies of any such proposed changes received by Seller ("immediately" means within 24 hours).

7.2.6 There are no recorded or unrecorded leases for all or any part of the Property.

7.2.7 Seller will cause all encumbrances against the Property to be paid out of the closing proceedings.

7.2.8 There are no outstanding requirements or recommendations by (i) the insurance company insuring the Property; or (ii) any board of fire underwriters or (iii) other body exercising similar functions, requiring or requesting any repair or work to be done to the Property.

7.2.9 There are no outstanding management contracts relating to the Property.

7.2.10 That the within transaction does not represent a sale of all or substantially all of Seller's assets.

7.2.11 The Property is _____ is not _____ located in a Flood Zone

7.2.12 Seller has exclusive possession of the Property and there are no tenants in possession or with a right to possession of the Property or any portion thereof.

7.2.13 At closing there will be no unpaid bills or claims for labor performed, services rendered or materials furnished or contracted to be performed or furnished upon the Property and there will be no unpaid taxes of any kind that might become a lien upon the Property, except the ad valorem real estate taxes for the year of closing which are not yet due and payable; and provided any such matters exist, Seller agrees to transfer such matters to bond or to pay them at the closing.

7.2.14 Seller shall not commit or suffer any waste of or to the Property.

7.2.15 There is no pending or to the best of Seller's knowledge any threatened, litigation against Seller that could result in a judgment lien against the Property or in equitable relief affecting the Seller.

7.2.16 There are no public special improvement district liens against the Property for any improvements on or benefitting the Property, nor to the best of Seller's knowledge any work pending or authorized but not yet commenced as of the date hereof which would result in the creation of any lien for such improvements, including

but not limited to water, sewer, paving, drainage, electrical, gas or other public or community improvement which may give rise to any such licn.

7.2.17 There exists no agreement, option, right of first refusal or other rights of any kind or nature with respect to the Property with or in favor of any third party.

7.2.18 No portion of the Property is being or previously has been acquired by a governmental authority in the exercise of its power to condemn or to acquire through eminent domain or private purchase in lieu thereof nor, to the best of Seller's knowledge, are any of these proceedings or actions in existence or pending with respect to the Property.

7.2.19 Seller has disclosed to Buyer all adverse information to which Seller has knowledge with respect to the Property. Seller's representations and warranties in subparagraphs 7.1.2 through 7.2.19 are true on the date of this Agreement, will be true on the Closing Date, and will survive the Closing Date.

7.3 Buyer's Pre-Closing Remedies for Seller's Misrepresentations. In the event that Buyer becomes aware prior to Closing that any of Seller's warranties or representations set forth in this Agreement are not true on the Effective Date or at anytime thereafter or at Closing: Buyer may either: (a) terminate this Agreement by written notice thereof to Seller in which event the Deposit shall be returned to Buyer and the parties will be relieved of all further obligations hereunder, or (b) elect to close under this Agreement notwithstanding the failure of such representation and warranty, and the Seller shall have no further liability to Buyer hereunder, except with regard to those matters which survive closing.

ARTICLE 8. BUYER REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller (the following being hereinafter sometimes referred to as "Buyer's Warranties") that:

8.1 Authority to Execute. Buyer (i) is a political subdivision of the State of Florida; (ii) has all requisite power and authority to own it properties and assets and to carry on its business now being conducted; (iii) subject to Section 9.1.1 below, has full power and authority to execute, deliver and perform this Agreement and consummate the transactions contemplated hereby, including the execution, delivery and performance of each of the documents required to be delivered by Buyer to Sellers pursuant to this Agreement, and any and all other documents or instruments necessary or desirable to the consummation hereof; and (iv) prior to the expiration the Investigation Period, the execution, delivery and performance of this Agreement by Buyer and the consummation of the transaction contemplated herein shall have been duly authorized by all required action on the part of Buyer.

8.2 No Encumbrance. Buyer shall neither encumber nor cause any liens to be created against the Property as a result of its inspections in any way, nor record this Agreement or a memorandum hereof, prior to the Closing.

ARTICLE 9. BUYER'S CONTINGENCIES.

9.1 Buyer's Contingencies. Buyer's obligation to purchase the Property and close the transaction pursuant to this Agreement is expressly contingent upon satisfaction of the following conditions ("Buyer's Contingencies") and Buyer shall have no obligation to close under this Agreement unless all the following conditions have either been satisfied or waived by Buyer:

9.1.1 Approval of Property. Public Notice and Hearing and approval by the Town Council by Resolution of this Agreement, the Property's physical condition or waiver of any objections thereto pursuant to Article 6 hereof; and

9.1.2 Title Materials. Buyer's approval of the items on the Title Commitment or waiver of any objections thereto pursuant to Article 5 hereof.

11.1 If, between the Effective Date of this Agreement and the Closing Date, the Property is materially damaged or destroyed, or a taking or condemnation of a portion of the Property is threatened, or commenced (by a condemning authority other than the Buyer), Buyer may elect, by providing written notice within ten days after receipt of notice from Seller of such damages, destruction, taking or condemnation accompanied by information regarding the amount and payment of insurance or condemnation proceeds, to terminate this Agreement or to purchase the Property whereupon, at the election of Buyer, in its sole discretion, Seller shall either repair or replace the damaged or destroyed Property to its original condition, or assign all of Seller's interest in and to all proceeds to Buyer, including, but not be limited to, insurance and condemnation proceeds.

11.2 If, as a result of damage, destruction, taking or condemnation of the Property, Buyer elects to terminate this Agreement as provided above, this Agreement shall be of no further force and effect, and Escrow Agent is hereby authorized and instructed to return the Deposit to Buyer.

11.3 If Buyer elects to purchase the Property despite such damage, destruction, taking or condemnation, Seller shall assign its rights to Buyer and Buyer shall be entitled to receive any insurance proceeds or condemnation awards payable as a result of such damage, destruction, taking or condemnation.

ARTICLE 12. MAINTENANCE AND MANAGEMENT OF THE PROPERTY.

12.1 Seller will Continue to Maintain. From the date of this Agreement until the Seller vacates the Property at the expiration of the Lease Back term as described in Article 15 herein, Seller agrees to continue to manage and maintain the Property and to keep same free and clear of all liens, encumbrances, waste or trash.

12.2 Seller shall, at its sole cost and expense, prior to delivering possession of the Property to Seller, remove the modular structure in the front of the property and playground equipment from the Property. The modular structure at the rear of the property will remain.

ARTICLE 13. DEFAULT

13.1 Buyer's Default. In the event that this transaction fails to close due to refusal or intentional default on the part of Buyer, the parties, have agreed that Seller shall be entitled to receive the Deposit as liquidated damages, and thereafter, neither Buyer nor Seller shall have any further obligation under this Agreement. The parties agree that is a reasonable sum considering all of the circumstances existing on the date of this Agreement, including the relationship of the sum to the range of harm to Seller that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient. Each party specifically confirms the accuracy of the statements made above and the fact that each party was represented by counsel who explained the consequences of this liquidated damages provision at the time this agreement was made. Buyer and Seller agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision.

13.2 Seller's Default. In the event Seller shall fail to convey title to Buyer pursuant to this Agreement, Buyer shall in its sole discretion (a) be entitled to seek specific performance of this Agreement or damages at law; or (b) elect to terminate this Agreement and receive a refund of the Deposit, together with any interest earned thereon, in which event neither Buyer nor Seller shall have any further rights or obligations hereunder.

ARTICLE 14. ENERGY-EFFICIENCY RATING DISCLOSURE.

TO PROSPECTIVE BUYERS: RADON GAS: Radon is a naturally occurring radioactive gas, that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notice is given to you pursuant to Chapter 404.056(8) Florida Statutes.

ARTICLE 15. LEASE BACK. Buyer agrees to lease to Seller and Seller agrees to lease from Buyer the Property, for a period of six (6) months commencing on the Closing of the sale contemplated by this Agreement. Seller shall pay to Buyer the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) per month (plus all applicable taxes), plus Seller shall be responsible for all operating expenses of the Property such as insurance, real property taxes, repairs/maintenance, utilities and the like. In the event the Seller's new location is not ready for occupancy at the end of the six (6) month lease term, Seller may extend the lease term for an additional 90 days at the rental amount of Fifteen Thousand and 00/100 (\$15,000.00) per month. In the event Seller's new location is ready before the end of the initial lease term, Seller may cancel the lease by providing Buyer with thirty (30) days written notice. Seller and Buyer intend to more fully set forth the details of this lease arrangement through a written lease agreement substantially in the form, and on the same terms and conditions as attached hereto and incorporated herein as Exhibit "A". Any additional documents shall be signed on or before the Closing of the sale contemplated by this Agreement.

ARTICLE 16. MISCELLANEOUS.

16.1 Survival of Conditions. The covenants, agreements, warranties and representations made by Buyer and Seller herein shall survive the Closing.

16.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors and assigns, which assignment shall be only in accordance with Section 16.3.

16.3 Assignment. Buyer may not assign its rights under this Agreement, without the prior written consent of Seller, which consent shall not be unreasonably withheld..

16.4 Entire Agreement. This Agreement and the Exhibits attached hereto contain the entire agreement between Buyer and Seller and supersede all prior agreements, whether written or oral. The Exhibits attached hereto are hereby incorporated herein by reference as if set forth herein in full. Neither this Agreement nor any of its provisions may be changed, amended, waived or otherwise modified, other than by an agreement in writing duly executed by or on behalf of the party against whom enforcement of any change, amendment, waiver, modification, consent or discharge is sought.

16.5 Time of Essence. Time is of the essence of this Agreement and of each and every term, condition, obligation and provision hereof.

16.6 Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16.7 Attorneys' Fees. In the event of any action, suit or other proceeding to enforce this Agreement or arising out of the breach of any of its covenants, conditions, agreements or provisions, the prevailing party shall be entitled to have and recover of and from the other party all of such party's costs and expenses of suit, including attorneys' fees, incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions therefrom.

16.8 Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations required under this Agreement or by law by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if personally served, or sent by registered or certified mail, return receipt requested, postage prepaid, or sent by reasonably reliable courier service providing overnight or sooner delivery, postage prepaid, and addressed as follows:

To Buyer: Town of Southwest Ranches
 6589 S. W. 160 Avenue
 Southwest Ranches, FL 33331
 Attn: Charles Lynn, Town Administrator

With Copy To: Carol Capri Kalliche, Attorney at Law
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, Florida 33312

To Seller: New Hope Inc., in Southwest Ranches
Attn: _____
13400 Griffin Road
Southwest Ranches, Florida 33330

With Copy To: Barton S. Strock, Esq.
Strock & Cohen, P.A.
2900 Glades Circle, Suite 750
Weston, Florida 33327

To Escrow Agent: Becker & Poliakoff, P.A.
3111 Stirling Road
Ft. Lauderdale, FL 33312-6525
Attn: Carol Capri Kalliche, Attorney at Law

The effective date of delivery of any such notice or other item shall be: a) the date of personal service; b) the delivery date on the return receipt; or c) the day of deposit, postage prepaid, with a reasonably reliable courier service providing overnight or sooner delivery, whichever is applicable. The parties may designate any other address for the service of notices by furnishing same in accordance with this Paragraph.

16.10 Invalid Provisions. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, unenforceable or illegal in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been set forth.

16.11 No Waiver. The waiver by either party of the performance of any covenant, condition or promise shall not invalidate this Agreement and shall not be considered a waiver of any other covenant, condition or promise. The waiver shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude any other remedy unless such remedy is expressly excluded.

16.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

16.13 Further Assurance. Each party agrees to cooperate with the other party and to execute such additional instruments and documents as may be reasonably necessary or proper in order to carry out the provisions of this Agreement.

16.14 Saturdays, Sundays, Holidays. If any date or time period specified herein shall be on or expire on a day which is a Saturday, Sunday or day which is widely recognized as a legal holiday in the state in which the Property is located, such date or time period shall be deemed to be or extend to the next immediately following business day.

16.15 Acceptance. This Agreement shall not be binding or enforceable against either party until fully executed by both parties.

16.16 Escrow Agent. Escrow Agent shall act as Escrow Agent and has executed this Agreement solely for

the purpose of signifying its agreement to act as escrow agent under the terms of this Agreement. Escrow Agent is not a party to this Agreement. Escrow Agent's duties, obligations and liabilities hereunder are solely limited to the functions as required of it as Escrow Agent to receive and disburse funds as required under this Agreement. In the event of doubt as to Escrow Agent's duties or liabilities under this Agreement, Escrow Agent may, in Escrow Agent's sole discretion, continue to hold the subject matter of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto or Escrow Agent may deposit same with the Clerk of the Circuit Court having jurisdiction of the dispute, and upon notifying the parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any suit wherein Escrow Agent is made a party by virtue of acting as Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, Escrow Agent shall be entitled to recover reasonable attorneys' fees and costs including reasonable attorneys' fees and cost for post judgment proceedings, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Seller or Buyer of items subject to this escrow, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of Escrow Agent. Buyer agrees that Escrow Agent may represent itself and may also represent Buyer with respect to this transaction and matters arising out of this transaction. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection from any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or error of judgment, or for any acts or omissions of any kind unless caused by its willfulness conduct or gross negligence, and Buyer and Seller agree to indemnify and hold the Escrow Agent harmless from any claims, demands, causes of action, liability, damages or judgments, including the cost of defending any action against it, together with any reasonable attorneys' fees incurred therewith, in connection with Escrow Agent's undertaking pursuant to the terms and conditions of the Agreement, unless such act or omission is a result of the willfulness conduct or gross negligence of the Escrow Agent. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions of this Agreement have been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it; the sufficiency of the title to the property to be conveyed; nor as to the identity, authority, or rights of any persons executing same. The duties of the Escrow Agent shall be limited to the safekeeping of the deposits and to disbursements of same in accordance with the written instructions described above. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. Upon the Escrow Agent's disbursing the deposit in accordance with the provisions hereof, the Escrow shall terminate as regards this Agreement, and Escrow Agent shall thereafter be released of all liability hereunder in connection therewith.

16.17 Not Recordable. This Agreement shall not be recorded in the Public Records. Recording of same shall constitute a default by the recording party.

16.18 No Brokers. Seller represents and warrants to Buyer and Buyer represents and warrants to Seller that neither party has consulted or negotiated with any broker or finder with regard to the purchase and sale of the Property. Seller and Buyer agree to indemnify and hold each other harmless from any and all claims for any brokerage fees, finder's fees, or similar commissions asserted by brokers or finders claiming by, through or under the indemnifying party. The provisions of this Section shall survive the closing or termination of this Agreement

ARTICLE 17. SPECIAL PROVISIONS.

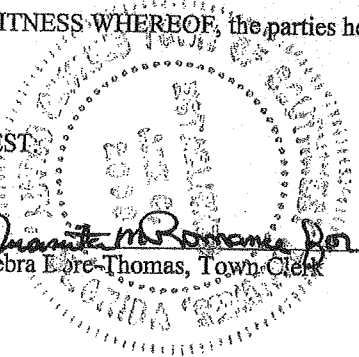
17.1 Indemnification. Sellers agree to save, indemnify and hold harmless Buyer, its officers, directors, employees, agents and managers, against any and all claims, demands, losses, costs, expenses, settlements, damages, attorney's fees and costs which arise out of or result from Seller's operation of the Property prior to the Closing Date.

17.2 Buyer's Use of the Property. The Buyer is not precluded from making any use of the Property as shall be deemed advisable by the Town Council.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:

By: *Debra E. Thomas*
Debra E. Thomas, Town Clerk



BUYER:
TOWN OF SOUTHWEST RANCHES,
a political subdivision of the State of Florida

By: *Charles Lynn*
Charles Lynn, Town Administrator

Executed this 15 day of April, 2010.

Approved for legal form and sufficiency:

Carol Capri Kallide
Carol Capri Kallide, Deputy Town Attorney

Jeff Nelson
Jeff Nelson, Mayor

SELLER:
NEW HOPE INC. IN SOUTHWEST RANCHES,
A Florida non-profit corporation

By: _____
Title: _____

Executed this ___ day of _____, 2010

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

BECKER & POLIAKOFF, P.A., as Escrow Agent:

By: *Carol Capri Kallide*
Date: This 16th day of April, 2010

17.2 Buyer's Use of the Property. The Buyer is not precluded from making any use of the Property as shall be deemed advisable by the Town Council.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:

BUYER:
TOWN OF SOUTHWEST RANCHES,
a political subdivision of the State of Florida

By: _____
Debra Dore-Thomas, Town Clerk

By: _____
Charles Lynn, Town Administrator

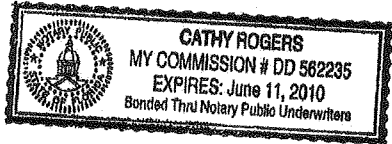
Executed this ____ day of _____, 2010.

Approved for legal form and sufficiency:

Carol Capri Kalliche, Deputy Town Attorney

Jeff Nelson, Mayor

SELLER:
NEW HOPE INC. IN SOUTHWEST RANCHES,
A Florida non-profit corporation



By: Ray Matthew C. Larson
Title: Pastor / President

Executed this 12 day of January, 2010

CATHY ROGERS

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

BECKER & POLIAKOFF, P.A., as Escrow Agent:

By: _____
Date: This ____ day of _____, 2010

ACTIVE: 2915048_1

EXHIBIT "A"

LEASE AGREEMENT

THIS AGREEMENT is made and entered into effective as of the ____ day of _____, 2010 by and between TOWN OF SOUTHWEST RANCHES, a political subdivision of the State of Florida ("Landlord") and NEW HOPE INC. IN SOUTHWEST RANCHES, a Florida non-profit corporation ("Tenant").

WITNESSETH:

WHEREAS, on this date, pursuant to an Agreement for Purchase and Sale dated _____, 2010, (the "Agreement") the parties have closed on the purchase and sale of the property located at 13400 Griffin Road, Southwest Ranches, Broward County, Florida 33330, the legal description for which is:

PARCEL A, WEST BROWARD CHRISTIAN CENTER, according to the plat thereof, as recorded in Plat Book 136, Page 49, of the Public Records of Broward County, Florida (the "Property")

WHEREAS, pursuant to said Agreement, Landlord has agreed to lease back the Premises to Tenant upon the term and conditions contained herein

NOW THEREFORE, for and in consideration of the premises and for Ten (\$10.00) Dollars and other good and valuable considerations to each in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. All capitalized terms set forth in this Lease shall have the same meaning as defined in the Agreement, unless otherwise specified.
3. Premises. Landlord, in consideration of the payments to it by Tenant of the rents herein contained, which Tenant agrees to promptly pay, and in consideration of the performance by Tenant of the covenants hereinafter provided, which Tenant agrees to fully and promptly perform, does hereby lease to Tenant the Property, together with all improvements and buildings located on the Property (the "Premises).
4. Term. The term of this Lease shall be for a period beginning on date hereof (the "Commencement Date") and expiring on the ____ day of _____, 2010 (the "Expiration Date"). This period shall be referred to as the "Lease Term." In the event the Tenant's new location is not ready for occupancy at the end of Lease Term, Tenant may extend the Lease Term for an additional 90 days at the rental amount of Fifteen Thousand and 00/100 (\$15,000.00) per month. In the event Tenant's new location is ready before the end of the initial Lease Term, Tenant may terminate the Lease by providing Landlord with thirty (30) days prior written notice and the Tenant shall be relieved of any obligation to pay rent beyond the early termination date.

5. Rental. As "Rent" for the use and occupancy of the Premises, Tenant shall pay to Landlord, without demand, deduction or offset, as an independent covenant of all other covenants of this Lease, in lawful money of The United States of America: Rent in the amount of Ten Thousand and 00/100 (\$10,000.00) Dollars per month, and State of Florida sales tax ("Sales Tax") on all amounts due from Tenant to Landlord pursuant to this Lease. All sums are due and payable in advance on the first day of each and every month during the Lease Term.

(a) If this Lease commences on a day other than the first day of the month, the first monthly installment of rent shall be adjusted and prorated so that Tenant shall only pay rent for the actual number of days in the first month of said term, but for all other months Tenant shall pay the full monthly installment on the first day of each and every month.

(b) Rent shall be delivered by Tenant to Landlord at 6589 S.W. 160th Avenue, Southwest Ranches, Florida 33331.

(c) Tenant hereby agrees with Landlord that in the event that Rent and other sums due hereunder are received after the tenth (10th) day of the month in which they are due, Tenant shall pay to Landlord, at Landlord's option, after receipt of notice of delinquency, a late charge equal to five percent (5%) of the total sum due, plus applicable sales tax.

6. Additional Rent. Following any returned check, Tenant must remit payment either by wire transfer or certified funds only. An administrative fee will be assessed by Landlord for all checks returned due to non-sufficient funds. All such fees and other amounts owed by Tenant to Landlord shall be deemed to be and shall become additional rent hereunder, whether or not the same be designated as such; and shall be due and payable within thirty (30) days following demand by Landlord or together with the next succeeding installment of Rent, whichever is the later to occur, together with sales tax thereon. Landlord shall have the same remedies for failure to pay additional rent as for a non-payment of Rent. Notwithstanding the foregoing, the Rent is considered "gross" rental for the Premises, and no other expenses or charges for the real estate taxes, insurance, maintenance, or otherwise incurred by the Landlord in connection with the Premises will be passed thru or charged to Tenant, all such costs and expenses being the sole responsibility of Landlord.

7. Security Deposit. Tenant concurrently with the execution of this Lease has deposited with the Landlord the sum of \$10,000 as a "Security Deposit," receipt of which is hereby acknowledged by Landlord. The Security Deposit shall serve as security for the prompt, full and faithful performance by Tenant of the terms and provisions of this Lease. If Tenant commits an Event of Default, or owes any amounts to Landlord upon the expiration of this Lease, Landlord may use or apply the whole or any part of the Security Deposit for the payment of Tenant's obligations hereunder. The use or application of the Security Deposit or any portion thereof shall not prevent Landlord from exercising any other right or remedy provided hereunder or under any Law and shall not be construed as liquidated damages. In the event the Security Deposit is reduced by such use or application, Tenant shall deposit with Landlord within ten (10) days after notice, an amount sufficient to restore the full amount of the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from Landlord's general funds or pay

interest on the Security Deposit. Any remaining portion of the Security Deposit shall be returned to Tenant within sixty (60) days after Tenant has vacated the Premises in accordance with this Lease.

8. Utilities. Commencing as of the Commencement Date, Tenant shall pay for water, sewer, and electric power consumed at the Premises, which shall all be separately metered. Tenant will place all utilities in Tenant's name, whereupon Tenant shall pay any necessary deposits to the applicable utility company, and thereafter pay for such utilities directly. Tenant shall arrange and pay for trash collection services at the Premises.

9. Insurance. Landlord shall arrange to insure the structures and improvements on the Premises against loss or damage with coverage for perils as set forth under the "Causes of Loss-Special Form" or equivalent property insurance policy in an amount equal to the full insurable replacement cost (excluding coverage of Tenant's personal property and any alterations by Tenant), and such other insurance, including rent loss coverage, as Landlord may reasonably deem appropriate. Tenant, at its expense, shall keep in effect commercial general liability insurance, including blanket contractual liability insurance, covering Tenant's use of the Premises, with such coverages and limits of liability as Landlord may reasonably require, but not less than a \$1,000,000 combined single limit with a \$3,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy) for bodily injury or property damage. The policy shall name Landlord and any other associated or affiliated entity as their interests may appear and at Landlord's request, any mortgagee(s), as additional insureds, shall be written on an "occurrence" basis and not on a "claims made" basis and shall be endorsed to provide that it is primary to and not contributory to any policies carried by Landlord and to provide that it shall not be cancelable or reduced without at least 30 days prior notice to Landlord. The insurer shall be authorized to issue such insurance, licensed to do business and admitted in the State of Florida and rated at least A VII in the most current edition of *Best's Insurance Reports*. Tenant shall deliver to Landlord on or before the Commencement Date or any earlier date, and at least 30 days prior to the date of each policy renewal, a certificate of insurance evidencing such coverage.

Landlord and Tenant each waive, and release each other from and against, all claims for recovery against the other for any loss or damage to the property of such party arising out of fire or other casualty coverable by a standard "Causes of Loss-Special Form" property insurance policy with, in the case of Tenant, such endorsements and additional coverages as are considered good business practice in Tenant's business, even if such loss or damage shall be brought about by the fault or negligence of the other party or its employees, agents or contractors. This waiver and release is effective regardless of whether the releasing party actually maintains the insurance described above in this Section 9 and is not limited to the amount of insurance actually carried, or to the actual proceeds received after a loss. Each party shall have its insurance company that issues its property coverage waive any rights of subrogation, and shall have the insurance company include an endorsement acknowledging this waiver, if necessary. Tenant assumes all risk of damage of Tenant's property within the Property, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or other cause. The waiver and release above shall not apply to loss or damage to property of the waiving party to the extent of the deductible contained in the waiving party's policies of property damage insurance

10. Use of Premises. Tenant shall use and occupy the Premises only for use as church, and general offices, and for no other purpose without Landlord's prior written consent. Tenant shall conduct its business and control its employees, agents, contractors, invitees and visitors in such manner as not to create any waste or nuisance.
11. Interruption of Utility Service. Landlord does not warrant that any utilities or public services will be free from interruption. In the event of temporary interruption of such services, the same shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises nor render Landlord liable to Tenant for damage by abatement of rent or otherwise. Nor shall the same relieve Tenant from performance of Tenant's obligations under this Lease.
12. Waiver of Claim; Indemnification. Tenant waives and releases all claims against Landlord, its agents, employees, and servants, in respect of, and they shall not be liable for, injury to person or damage to property sustained by Tenant or by any occupant of the Premises, or any other person occurring in or on the Premises resulting directly, or indirectly, from any existing or future condition, defect, matter or thing in the Premises, or any part of it, or from equipment or appurtenance therein, or from accident, or from any occurrence, act, negligence or omission of any tenant or occupant of the Premises, or of any other person. This paragraph shall apply also to damage caused as aforesaid or by flooding, sprinkling devices, air conditioning apparatus, water, frost, steam, excessive heat or cold, falling objects, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures and shall apply equally whether any such damage results from the act or circumstance, whether of a like or wholly different nature. If any such damage to the Premises or any equipment or appurtenance therein, or to Tenant thereof, results from any act or omission or negligence of Tenant, its agents, employees or invitees, and provided such damage does not constitute an emergency, Tenant shall have five (5) days to repair such damage. If Tenant is unable to make such repairs to Landlord's reasonable satisfaction with such five (5) day period, Landlord, at Landlord's option, may repair such damage and Tenant shall, within ten (10) days following demand by Landlord, reimburse Landlord forthwith for all cost of such repairs and damages, in excess of the amount, if any, paid to Landlord under insurance covering such damages. Landlord and Tenant will indemnify, protect, and hold the other harmless from and against any damage or loss caused by the actions of the other's agents, guests, and servants in effecting such repairs. All property in or on the Premises belonging to Tenant, its agents, employees or invitees, or to any occupant of the Premises, shall be there at the risk of Tenant or other person only, and Landlord shall not be liable for damage thereto or theft, misappropriation, or loss thereof. Tenant shall defend, save harmless and indemnify Landlord from and against all claims of injury to persons or damage to property occurring during the Term by reason of any accident or other occurrence at the Premises or that arise from the possession, use, occupancy, management, repair, maintenance or control by Tenant of the Premises, or any portion thereof, except to the extent caused by the negligence or willful misconduct of Landlord or Landlord's agents or employees.

Landlord shall indemnify, defend and hold Tenant, its officers, shareholders, members, trustees, principals, agents and employees (collectively "Tenant's Indemnitees") harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against any of the Tenant's Indemnitees and arising out of the negligence or willful acts or omissions of Landlord, its agents, contractors, servants and/or employees. Landlord shall not be obligated to indemnify Tenant's Indemnitees against loss, liability, damage, cost or expense arising out of a claim for which Landlord is released from

liability pursuant to Section 9 (or a claim arising out of the willful or negligent acts or omissions of Tenant or its agents, employees or contractors).

13. Care of Premises. Tenant shall, throughout the Lease Term, take good care of the Premises and all fixtures, appurtenances, doors and windows, locks, walls, ceilings, flooring and mechanical equipment located therein, excepting that which may be covered by applicable warranty, and, at its sole cost and expense, make all non-structural repairs thereto and perform maintenance thereon as and when needed to preserve them in good working order and condition, reasonable wear and tear from use and damage from the elements, fire or other casualty excepted. Notwithstanding the foregoing, all damage or injury to the Premises or to any other improvements thereon, or to its fixtures, equipment and appurtenances, whether requiring structural or non-structural repairs, caused by or resulting from carelessness, omission, neglect or conduct of Tenant, its servants, employees, invitees or licensees, shall be repaired by the Tenant at its sole expense to the satisfaction of Landlord reasonably exercised. Tenant shall replace or repair, as needed, all lamps, bulbs, ballasts and other lighting fixtures and apparatus. Tenant shall also repair all damage to the Premises caused by the moving of Tenant's fixtures, furniture or equipment. All the aforesaid repairs shall be of quality or class equal to the original work or construction. If Tenant fails after ten (10) days' notice to proceed with due diligence to make repairs required to be made by it, the same may be made by Landlord at the expense of Tenant. Tenant shall give Landlord prompt notice of any defective condition in the Premises which Landlord is required to repair or replace. Landlord shall remedy the condition with due diligence but at the expense of Tenant if repairs are necessitated by damage or injury attributable to Tenant, Tenant's servants, agents, employees, invitees, or licensees as aforesaid. All repair work and/or modifications made to the Premises must be made by licensed and bonded contractor(s) approved by Landlord.

Throughout the Lease Term, Tenant shall be responsible for the cost of all maintenance and repair of the heating, ventilating and air conditioning system(s) ("HVAC") serving the Premises.

Throughout the Lease Term, Tenant will, at its own expense, keep the exterior and structural parts of the buildings and improvements in good condition and repair, and that it will make such repairs promptly as they become necessary. Exterior repairs shall be deemed to include exterior walls, foundations, pavement, roof and roof system, gutters, downspouts, and plumbing which is a part of the structure or foundation. Landlord shall make such interior replacements as are necessitated by fire or perils covered by extended coverage clauses (whether or not caused by the active or passive negligence of the Tenant) for which damage or loss insurance is carried by the Landlord and for which insurance proceeds are recovered, including interior reconstruction and/or redecorating necessitated by such fire or other perils.

14. Compliance with Laws and Regulations. Tenant shall comply with all Federal, State, County and City laws, ordinances, rules and regulations affecting or respecting the use or occupancy of the interior, non-structural components of the Premises by the Tenant or the business at any time thereon transacted by the Tenant.

15. Holding Over. Upon expiration or termination of this Lease, Tenant's continued possession of the Premises shall be deemed a month-to-month tenancy on the terms stated herein but otherwise terminable by Landlord or Tenant upon thirty (30) days' written notice. In the event such possession continues after a date

Attn.: _____, or at such other place as Tenant may designate in writing. Any such notice to be given to Landlord under this Lease shall be given to Charles Lynn, Town Administrator, at Town of Southwest Ranches, 6589 S. W. 160 Avenue, Southwest Ranches, FL 33331, or at such other place as Landlord may designate in writing. All notices shall be in writing and shall be sent by certified mail, postage prepaid, or by telecopy facsimile transmission, or by personal delivery, or by commercial courier. Notices shall be deemed to have been given (i) in the case of mailing, when postmarked, (ii) in the case of telecopy transmission, when received as evidenced by a written transmission report, or (iii) in the case of hand delivery or delivery by commercial courier, when delivered.

24. Subordination. This Lease is subject and subordinate to all mortgages which may now or hereafter affect the Premises of which it forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall execute promptly any subordination certificate that Landlord may subsequently request; provided, however, that Tenant may condition such subordination upon the execution and delivery by the applicable mortgage holder of a so-called "non-disturbance" agreement in customary form.

25. Fixtures and Alterations. Tenant shall not, without Landlord's prior written consent, which consent may not be unreasonably withheld, attach any fixtures in or to the Premises or change, alter or make additions to the Premises, nor attach or affix any article hereto, nor permit any annoying sound device, overload any floor, or deface the Premises. Any attached fixtures or any alterations, additions or improvements made to or attached by Tenant upon the Premises from and after the Commencement Date shall, on the expiration or termination of this Lease, if requested by Landlord and identified as a condition at the time Landlord consented to such alteration, addition or improvement, be promptly removed at Tenant's expense and the Premises restored by Tenant at its expense to its original condition, ordinary wear and tear excepted. Any such fixture, alteration, addition and/or improvement not requested to be removed shall remain in the Premises and shall become and remain the property of Landlord. All of Tenant's fixtures, installations and personal property not removed from the Premises upon the expiration or termination, and not required by Landlord to have been removed as provided in this paragraph, shall be conclusively presumed to have been abandoned by Tenant and title thereto shall pass to Landlord under this Lease as if by a bill of sale.

26. Delivery of Premises. Tenant shall, on the expiration of this Lease, deliver up the Premises in as good order and condition as it now is or may be put by Landlord, reasonable use and ordinary wear and tear thereof and damage by fire or other unavoidable casualty, condemnation or appropriation excepted. Tenant shall, at its sole cost and expense upon expiration of the Lease Term, remove the modular structure in the front of the property and playground equipment from the Property. The modular structure at the rear of the property will remain. Additionally, Tenant shall promptly surrender all keys to the Premises to Landlord.

27. Examination of Premises. Landlord or its duly authorized agent shall have the right to enter the Premises at all reasonable times to examine the condition of the same and to make repairs to the Premises.

28. Events of Default. Provided that such continues to exist on the date which is ten (10) days after Tenant's receipt of written demand from Landlord (but subject to the condition that written demand is not

required to be given on more than two monetary defaults during the Lease Term) any of the following events or occurrences shall constitute a breach of this Lease by Tenant and shall constitute an "Event of Default" hereunder:

- (a) The failure of Tenant to pay any Rents or other amounts due under this Lease, on or before the date when due.
- (b) The failure of Tenant to observe or perform any other covenant, agreement, condition or provision of this Lease.
- (c) If Tenant becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies or consents to the appointment of a trustee or receiver for Tenant or for a major part of its property.
- (d) The appointment of a trustee or a receiver to take possession of all or substantially all of Tenant's property, or the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Premises, unless such appointment, attachment, execution or seizure is discharged within thirty (30) calendar days after the appointment, attachment, execution or seizure.
- (e) The institution of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other proceedings for relief under any bankruptcy or insolvency law or any other similar law for the relief of debtors, by or against Tenant, and if instituted against Tenant, the same are not dismissed within thirty (30) calendar days after the institution of such proceedings.

29. Landlord's Remedies. On the occurrence of any such Event of Default, Landlord shall, in addition to any other rights or remedies available to Landlord under this Lease and under the laws of the State of Florida, have the following rights and remedies:

(a) Termination of Lease. Landlord may terminate this Lease and all rights of Tenant hereunder by giving Tenant written notice that this Lease is terminated, in which event the Term of this Lease shall terminate and all right, title and interest of Tenant hereunder shall expire on the date stated in such notice. Upon such termination, Landlord shall be entitled to recover from Tenant all the fixed dollar amounts of Total Rental accrued and unpaid for the period up to and including such date of termination, as well as all other additional sums payable by Tenant or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under the provisions of this Lease. In addition, Landlord shall be entitled to recover reasonable attorneys' fees and court costs, which Landlord shall have sustained by reason of the breach of any of the covenants of this Lease other than for the payment of Rent.

(b) Acceleration. Subject to the requirement that some component of Rent remains due and unpaid for sixty (60) days after coming due, Landlord may declare, without terminating the Lease, the entire amount of Rent and any other sums or charges which would become due and payable from Tenant to Landlord during the remainder of the Lease Term to be due and payable

immediately, in which event, Tenant agrees to pay the sum at once, together with all Rent, including any other sum theretofore due; provided, however, that such payment shall not constitute a penalty or forfeiture or liquidated damages but shall merely constitute payment in advance of the Rent for the remainder of the Lease Term.

(c) Other Enforcement. Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for specific performance of any covenant or agreement contained herein, or for the enforcement of any other legal or equitable remedy, including recovery of all monies due or to become due from Tenant under any of the provisions of this Lease.

(d) Surrender. If Landlord exercises the remedies provided for in subparagraph (a) hereinabove, Tenant shall surrender possession and vacate the Premises immediately and deliver possession thereof to Landlord, and Landlord may then or at any time thereafter re-enter and take complete and peaceful possession of the Premises.

(e) Remedies Cumulative. The rights, privileges, elections and remedies of Landlord under this Lease shall be cumulative, and Landlord shall have the right to exercise such remedies at any time and from time to time singularly or in combination. No termination of this Lease (whether upon an Event of Default or otherwise) shall be deemed to limit or negate Landlord's rights hereunder to indemnification from Tenant (or Tenant's insurance carriers) for any claim or liability asserted against or imposed upon Landlord, whether before or after the termination of this Lease, which is directly or indirectly based upon death, personal injury, property damage or other matters occurring prior to the termination hereof.

(f) Attorneys' Fees and Collection Charges. In the event of any legal action or proceeding is brought by either party to enforce this Lease, the non-prevailing party shall pay all expenses of the prevailing party incurred in connection with such action or proceeding, including court costs and reasonable attorneys' fees at or before the trial level and in any appellate or bankruptcy proceeding.

30. Liens. Tenant agrees that Tenant will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other liens of like character, and will indemnify Landlord against all legal costs and charges, bond premiums for release of liens, including reasonable attorney's fees reasonably incurred (whether litigation is necessary or not) in discharging the Premises or any part thereof from any liens, judgments, or encumbrance caused or suffered by Tenant. It is understood and agreed between the parties hereto that the cost and charges above referred to shall be considered as additional rent. The foregoing shall not be deemed to authorize any repairs, alterations, additions or improvements by Tenant.

The Tenant herein shall not have any authority to create any liens for labor or material on the Premises, and all persons contracting with the Tenant for the erection, installation, alteration, or repair of improvements on or to the Premises.

31. Estoppel Certificate. Tenant and Landlord, upon request, one from the other, shall give or exchange with, one with the other, estoppel certificates which shall confirm to others that this Lease is in full force and effect, that neither party is in default and/or such other information regarding this Lease as may be reasonably appropriate and factual.

32. Hazardous Material. Throughout the term of this Lease, Tenant shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Premises by its agents, employees, guests and servants, other than in strict compliance with all applicable federal, state, and local laws, rules, regulations, and orders. For purposes of this provision, the term "Hazardous Materials" shall mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any applicable local, state, or federal law, rule, regulation, or order. Tenant shall indemnify, defend, and hold harmless from and against (a) any loss, cost, expense, claim, or liability arising out of any investigation, monitoring, clean-up, containment, removal, storage, or restoration work (herein referred to as "Remedial Work") required by, or incurred by Landlord or any other person or party in a reasonable belief that such Remedial Work is required by any applicable federal, state or local law, rule, regulation or order, or by any governmental agency, authority, or political subdivision having jurisdiction over the Premises due solely to Hazardous Materials introduced by Tenant, its assignees, subtenants or licensees or the employees or agents of any of them, and (b) any claims of third parties for loss, injury, expense, or damage arising out of the presence, release, or discharge of any Hazardous Materials on, under, in, above, to, or from the Premises by Tenant's agents, employees, guests and servants. Tenant will keep the interior of the Premises clean and will not improperly or unlawfully release, store, handle, or dispose of any refuse, trash or hazardous materials or contaminants in the Premises or in or around the Building of which the Premises form a part. Tenant shall immediately notify Landlord and appropriate governmental agencies and authorities having jurisdiction if a release by Tenant of such materials occurs, and shall take complete corrective action to clean and remove the material and restore the Premises in compliance with procedures established by such authorities, and shall provide appropriate evidence of compliance. Tenant agrees to hold Landlord harmless of and from any losses, costs, damages, expenses or liabilities, public or private, arising directly or indirectly as a result of such release or contamination by Tenant and such indemnification shall survive the expiration or termination of the Lease. Such indemnified liabilities shall include the costs of environmental consultants and engineers, cleanup and reporting expenses, and attorney fees and costs.

33. Miscellaneous.

(a) All approvals required of and between Landlord and Tenant under the provisions of this Agreement shall not be unreasonably withheld or delayed.

(b) It is understood and agreed that in the event any provision of this Lease shall be adjudged, decreed, held or ruled to be invalid, such portion shall be deemed severable, and it shall not invalidate or impair the agreement as a whole or any other provision of the agreement.

(c) This Lease and all provisions, covenants and conditions thereof shall be binding upon and inure to the benefit of the heirs, legal representatives, and successors, and assigns of the parties

hereto, except that no person, firm, corporation nor court officer holding under or through Tenant in violation of any of the terms, provisions or conditions of this Lease, shall have any right, interest or equity in or to this Lease, the terms of this Lease or the Premises.

(d) Landlord shall have the right to enter the Premises in order to: (i) inspect, (ii) supply cleaning service or other services to be provided Tenant hereunder, (iii) show the Premises to current and prospective Lenders, insurers, and government authorities, and (iv) perform any work or take any other actions or exercise other rights of Landlord under this Lease or applicable laws. However Landlord shall: (i) provide at least twenty four (24) hours advance written or oral notice to Tenant's on-site manager or other appropriate person (except in emergencies), (ii) take reasonable steps to minimize any significant disruption to Tenant's business, and following completion of any work, return Tenant's leasehold improvements, fixtures, property and equipment to the original locations and condition to the fullest extent reasonably possible.

(e) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This provision provided pursuant to Section 404.056(8), Florida Statutes.

(f) This Lease constitutes the entire agreement between the parties and supersedes all prior agreements. No waiver, modifications, additions or addenda to this Lease shall be valid unless in writing and signed by both the Landlord and the Tenant.

(g) This Lease shall be governed by and construed in accordance with the laws of the State of Florida and venue for any action pursuant to this Lease shall be in Broward County.

(h) Time is of the essence of each and every provision of this Lease.

(i) No Brokers: Landlord and Tenant represent and warrant that neither party has consulted or negotiated with any broker or finder with regard to this Lease. Landlord and Tenant each will indemnify the other against, and hold the other harmless from, any claims for fees or commissions from anyone with whom either of them has consulted with regard to the Premises.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease as of the day and year first above written.

SIGNATURES ON FOLLOWING PAGE

LANDLORD:

TOWN OF SOUTHWEST RANCHES,
a political subdivision of the State of Florida

ATTEST:

By: _____
Debra Dore-Thomas, Town Clerk

By: _____
Charles Lynn, Town Administrator

Executed this ___ day of _____, 2010.

Approved for legal form and sufficiency:

Carol Capri Kalliche, Deputy Town Attorney

Jeff Nelson, Mayor

TENANT:
NEW HOPE INC. IN SOUTHWEST RANCHES,
A Florida non-profit corporation

By: _____
Title: _____

Executed this ___ day of _____, 2010