



PARADISE

Commercial Contract

1\* 1. PARTIES AND PROPERTY: \_\_\_\_\_ Aegeus Inspired Living, Corp \_\_\_\_\_ ("Buyer")

2\* agrees to buy and \_\_\_\_\_ City of Fort Pierce \_\_\_\_\_ ("Seller")

3\* agrees to sell the property as: Street Address: \_\_\_\_\_ 505 N 7th St, Fort Pierce, FL, 34950 \_\_\_\_\_

4\* \_\_\_\_\_

5\* Legal Description: \_\_\_\_\_ FEE AND MAY'S RE-S/D BLK K LOTS 1, 2, 3, 18, 19 AND 20 (MAP 24/10C) \_\_\_\_\_

6\* \_\_\_\_\_

7\* and the following Personal Property: \_\_\_\_\_

8\* \_\_\_\_\_

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

10\* 2. PURCHASE PRICE: \$ \_\_\_\_\_ 155,995.00

11\* (a) Deposit held in escrow by \_\_\_\_\_ First American Title Insurance Company \_\_\_\_\_ \$ \_\_\_\_\_ 15,000.00  
12 ("Escrow Agent") (checks are subject to actual and final collection)

13\* Escrow Agent's address: \_\_\_\_\_ 2001 9th Ave Suite# 108 \_\_\_\_\_ Phone: \_\_\_\_\_ (772) 794-9855

14\* (b) Additional deposit to be made to Escrow Agent within \_\_\_\_\_ days after Effective Date \$ \_\_\_\_\_

15\* (c) Additional deposit to be made to Escrow Agent within \_\_\_\_\_ days after Effective Date \$ \_\_\_\_\_

16\* (d) Total financing (see Paragraph 5) \$ \_\_\_\_\_

17\* (e) Other \_\_\_\_\_ \$ \_\_\_\_\_

18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject  
19\* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ \_\_\_\_\_ 140,995.00  
20 check(s) or wire transfer.

21 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller  
22\* and Buyer and an executed copy delivered to all parties on or before \_\_\_\_\_ December 22, 2016 \_\_\_\_\_, this offer will be  
23 withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3  
24 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the  
25 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.  
26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5  
27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending  
28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the  
29 essence in this Contract.

30 4. CLOSING DATE AND LOCATION:

31\* (a) Closing Date: This transaction will be closed on \_\_\_\_\_ On or before 02/06/2017 \_\_\_\_\_ (Closing Date), unless specifically  
32 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but  
33 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing  
34 Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the  
35 insurance underwriting suspension is lifted.

36\* Buyer (M) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

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

39 **5. THIRD PARTY FINANCING:**

40\* **BUYER'S OBLIGATION:** Within \_\_\_\_\_ days (5 days if left blank) after Effective Date, Buyer will apply for third party  
41\* financing in an amount not to exceed \_\_\_\_\_% of the purchase price or \$ \_\_\_\_\_, with a fixed interest rate  
42\* not to exceed \_\_\_\_\_% per year with an initial variable interest rate not to exceed \_\_\_\_\_%, with points or commitment  
43\* or loan fees not to exceed \_\_\_\_\_% of the principal amount, for a term of \_\_\_\_\_ years, and amortized over \_\_\_\_\_  
44 years, with additional terms as follows:

45\* \_\_\_\_\_  
46 **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any  
47\* lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within \_\_\_\_\_ days (45 days if  
48 left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and  
49 (iii) close the loan. **Buyer** will keep **Seller** and **Broker** fully informed about loan application status and authorizes the  
50 mortgage broker and lender to disclose all such information to **Seller** and **Broker**. **Buyer** will notify **Seller** immediately  
51 upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and  
52\* reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within \_\_\_\_\_ days (3 days if left  
53 blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract.  
54 If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time  
55 thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the  
56 satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes**  
57 **of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan  
58 Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the  
59 lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be  
60 returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for  
61 obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract  
62 as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to  
63 retain the Deposit(s) if the transaction does not close.

64\* **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by  statutory warranty  
65\* deed  other \_\_\_\_\_, free of liens, easements and encumbrances of record or  
66 known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility  
67 easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be  
68\* subject) \_\_\_\_\_

69\* \_\_\_\_\_  
70 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the  
71\* Property as \_\_\_\_\_

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

87 (b) **Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**  
88 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or

89\* **Buyer** (MA) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

90\* (2) **Buyer** delivers proper written notice and **Seller** cures the defects within \_\_\_ days from receipt of the notice  
91 ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt  
92 by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect  
93 cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have  
94 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or  
95 accept title subject to existing defects and close the transaction without reduction in purchase price.

96 (c) **Survey:** (check applicable provisions below)

97\*  (i.) **Seller** will, within \_\_\_\_\_ days from Effective Date, deliver to **Buyer** copies of prior surveys, plans,  
98 specifications, and engineering documents, if any, and the following documents relevant to this transaction:

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

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

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

109 **7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is"  
110 condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition.  
111 **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has  
112 materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and  
113 receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", **Buyer**  
114 waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

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

117\*  (b) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 30 days from Effective Date ("Due  
118 Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's**  
119 intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,  
120 **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary  
121 to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and  
122 zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of  
123 access to public roads, water, and other utilities; consistency with local, state and regional growth management and  
124 comprehensive land use plans; availability of permits, government approvals and licenses; compliance with  
125 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections  
126 that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and  
127 development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of  
128 **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice  
129 requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its  
130 agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the  
131 purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the  
132 Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses,  
133 damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any  
134 person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage  
135 in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written  
136 consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting  
137 from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and  
138 (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the  
139 Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's**  
140 deposit will be immediately returned to **Buyer** and the Contract terminated.

141 (c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the

142\* **Buyer** (M) ( ) and **Seller** ( ) ( ) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

143 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and  
144 to ensure that all Property is on the premises.

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

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

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

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

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

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

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

188 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,  
189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will  
190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply  
191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

192 Buyer (ML) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

193 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the  
194 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the  
195 requirement.

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

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

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

216 **13. DEFAULT:**

217 (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  
218 the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek  
219 specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the  
220 brokerage fee.

221 (b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain  
222 all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the  
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek  
224 specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent  
225 of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the  
226 brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate  
227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving  
228 any remedy for **Buyer's** default.

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

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

236 **16. DISCLOSURES:**

237 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales  
238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial  
239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

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

241 proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any  
242 interest in real property. This lien right cannot be waived before the commission is earned.

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

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

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

252 **17. RISK OF LOSS:**

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

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

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

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

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

280\* **(a) Seller's Broker:** Coldwell Banker Paradise Hampton Jackson  
281 (Company Name) (Licensee)  
282\* 411 N US 1, Fort Pierce, FL, 34950 (772) 461-3250  
283 (Address, Telephone, Fax, E-mail)

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

286\* \_\_\_\_\_

287\* Buyer (M) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

288\* (b) Buyer's Broker: Coldwell Banker Paradise Hampton Jackson  
 289 (Company Name) (Licensee)  
 290\* 411 N US 1, Fort Pierce, FL, 34950 (772) 461-3250  
 291 (Address, Telephone, Fax, E-mail)

292\* who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated  
 293\* by  Seller's Broker  Seller  Buyer  both parties pursuant to  an MLS offer of compensation  other (specify)  
 294\*

295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to  
 296 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to  
 297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including  
 298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is  
 299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to  
 300 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of  
 301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and  
 302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

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

- |  |  |   |
|--|--|---|
| 305* <input type="checkbox"/> Arbitration                    | <input type="checkbox"/> Seller Warranty                   | <input type="checkbox"/> Existing Mortgage          |
| 306* <input type="checkbox"/> Section 1031 Exchange          | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Buyer's Attorney Approval  |
| 307* <input type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone            | <input type="checkbox"/> Seller's Attorney Approval |
| 308* <input type="checkbox"/> Seller Representations         | <input type="checkbox"/> Seller Financing                  | <input type="checkbox"/> Other _____                |

309 **22. ADDITIONAL TERMS:**

310\* \_\_\_\_\_  
 311\* \_\_\_\_\_  
 312\* \_\_\_\_\_  
 313\* \_\_\_\_\_  
 314\* \_\_\_\_\_  
 315\* \_\_\_\_\_  
 316\* \_\_\_\_\_  
 317\* \_\_\_\_\_  
 318\* \_\_\_\_\_  
 319\* \_\_\_\_\_  
 320\* \_\_\_\_\_

321 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**  
 322 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**  
 323 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**  
 324 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**  
 325 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**  
 326 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**  
 327 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**  
 328 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**  
 329 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**  
 330 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS**  
 331 **AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE**  
 332 **AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

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

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

338\*   
339 (Signature of Buyer)

Date: 12/15/16

340\* Aegeus Inspired Living, Corp  
341 (Typed or Printed Name of Buyer)

Tax ID No: \_\_\_\_\_

342\* Title: President

Telephone: \_\_\_\_\_

343\* \_\_\_\_\_  
344 (Signature of Buyer)

Date: \_\_\_\_\_

345\* M.K.C. Investment Group Corp  
346 (Typed or Printed Name of Buyer)

Tax ID No: \_\_\_\_\_

347\* Title: President

Telephone: \_\_\_\_\_

348\* Buyer's Address for purpose of notice: PO Box 740533, Boynton Beach, FL, 33473

349\* Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

350\* \_\_\_\_\_  
351 (Signature of Seller)

Date: \_\_\_\_\_

352\* City of Fort Pierce  
353 (Typed or Printed Name of Seller)

Tax ID No: \_\_\_\_\_

354\* Title: City Manager

Telephone: \_\_\_\_\_

355\* \_\_\_\_\_  
356 (Signature of Seller)

Date: \_\_\_\_\_

357\* \_\_\_\_\_  
358 (Typed or Printed Name of Seller)

Tax ID No: \_\_\_\_\_

359\* Title: \_\_\_\_\_


Telephone: \_\_\_\_\_

360\* Seller's Address for purpose of notice: PO Box 1480 Fort Pierce, FL, 34954

361\* Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

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

# AEGEUS INSPIRED LIVING, CORP.

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PO BOX 740533  
BOYNTON BEACH, FL 33474

Today's date 11/30/2016

FROM: AEGEUS INSPIRED LIVING, CORP  
PO BOX 740533  
BOYNTON BEACH, FL 33474

RE: PURCHASE  
505 N 7TH ST  
FORT PIERCE, FL 34950

Letter of intent

## LETTER OF INTENT TO PURCHASE REAL ESTATE

This is hereby expressed my interest to purchase the subject property mentioned above. Subject to execution of a definitive and mutually acceptable agreement of purchase and sale ("Purchase Agreement") shortly after execution of this Letter of intent (the "Contract"), the undersigned offers to purchase the subject property in accordance with the following terms and conditions shall be executed and:

the Seller(s): City Of Fort Pierce, with contact information as described by the listing agent /realtor,

2. Buyer: AEGEUS INSPIRED LIVING, CORP. with contact information as follows:  
PO BOX 740533 BOYNTON BEACH, FL 33474. Buyer may not assign his interest to any corporation, partnership or limited liability company in which he is the controlling party or to any other third party without Seller approval.

3. My company is intended to use the premises after improvement and renovations as a homeless shelter and drug and alcohol rehabilitation center. Such services will assist many people to get out from addiction of drug and alcohol which constitutes a serious potential problems in many communities. Our project will offer many wide variety of rotations, research, community outreach, and a challenging yet supportive environment to refine of providing best quality services to people that are in needs.

4. I firmly believe that some of the needs of this community would be met thru this quality of services and assistance, as we enjoy the challenging nature of working as a part of a multidisciplinary team which will be focused on homeless, low income people, and addicted people so they can have a better standard of living.

5. My goal is to provide the best quality services and assistance to people while using the best innovated system that refine standard of living.

6. Subject Property: The property, which is the subject of this offer ("Subject Property"), is identified as: 505 N 7TH ST FORT PIERCE, FL 34950. Together with the real property, Buyer is also purchasing all of Seller's rights, title and interest in all of the fixtures, improvements, leases, maps, reports, plans, and other such material is having to do with the Subject Property including all land use entitlements, and allocations, and other such governmental and agency approvals as may exist concerning the property.

7. Purchase Price: 155,995.00

8. Terms of Purchase: This is a standard cash transaction with no financing contingency clause, and this Purchase Agreement will include the standard provisions that are customary to the locality and/or that are required by law.

9. Buyer would accept the Property at Closing in its "as is" condition, without any representations or warranties whatsoever except that title may be conveyed by a limited warranty deed.

10. Buyer would shortly after the Purchase Agreement will be fully committed for renovation and improvement of the subject property. Buyer ("Due Diligence Period") constitutes to perform research, applying for permits, expertise, marketing, and/or any reasonably necessary requirements at Buyer's sole expense with respect to intended services.

11. Prior to performing any subsurface testing, drilling or excavation of the Property, Buyer would obtain Seller's approval which would not be unreasonably delayed or withheld. Buyer would defend, indemnify and hold Seller harmless from losses and damages arising from inspection and testing of the Property. Buyer hereby would still restore the Property to living standard condition reasonably.

12. Seller would make a good faith effort to provide to Buyer and/or title company copies of all material studies, reports, tests and surveys regarding the Property after execution of the Purchase Agreement, in order to facilitate closing of the subject property.

13. Opening of Escrow: Escrow agent shall be designated at seller choice and discretion within three (3) business days from execution of this Letter of Intent. The Purchase Agreement and Mutual Escrow Instructions shall be mutually prepared and executed by Buyer and Seller within three ( 3 ) days of execution by both parties of this Letter of Intent to purchase (the "Contract").

14. Deposit Toward Purchase Price:

A. Initial Deposit: Concurrently with the opening of escrow, Buyer shall place therein the sum of 10% of the purchase price (\$ 15,500.00 ) as a refundable deposit toward

18. Other Provisions:

A. The Purchase Agreement may contain other provisions such as, but not limited to, a liquidated damages clause, attorney's fees, notices, mutual indemnifications, broker's commission, and the like.

B. Any and all documentation provided by Seller to Buyer shall be returned to Seller upon cancellation of this transaction.

19. Seller and Buyer each covenants and agrees with the other that is would use its best efforts, acting in good faith, to get this file moving toward closing, and may not disclose or permit the disclosure of the existence or the terms of the Letter of Intent, or the transaction contemplated herein, to any other prospective buyer, without the other party's consent; provided, however, Buyer may disclose this Letter of Intent and the transactions contemplated herein to Buyer's attorneys, consultants, or other agents, or as required by law or by any governmental agency, or reasonably believed by Buyer's attorneys to be required by law; and provided further that Seller may disclose this Letter of Intent and the transactions contemplated herein to Seller's attorneys, consultants or other agents, related interest parties or as required by law or by any governmental agency, or reasonably believed by Seller's attorney's to be required by law or by city rules and regulations.

20. This Letter of Intent constitutes the entire understanding between the parties regarding the Transaction, and all prior correspondence and discussions between the parties concerning the Transaction are superseded by this Letter of Intent.

21. Expiration of Offer: This Letter of Intent shall constitute an open offer until   90  , at which time it shall be automatically terminated if not executed by Seller.

and applicable to the Purchase Price ("the Initial Deposit"). Escrow Holder may deposit such sum in an non-interest-bearing, if any accruing benefit or profit, it may be allocated for the benefit of the seller. 15.

15. Feasibility Period: Buyer shall not have any time for inspection or to perform any feasibility and due diligence for subject property after the date of execution of this letter of intent. All feasibility period of time or due diligence for inspection shall be done prior to execution of this letter. Seller shall fully cooperate with Buyer in providing any and all information available regarding the development potential of the property. Buyer may not terminate this Letter of Intent and/or the Purchase Agreement after the execution of this letter, or for any reason without seller written notification and Seller' approval of the termination.

16. Buyer's Condition Precedent to Closing: Following the expiration of the Feasibility Period, Buyer's obligation to close escrow shall be subject only to the following conditions:

A. Title Company shall be in position to issue a policy of title insurance to Buyer in the full amount of the Purchase Price showing good and marketable title vested in Buyer subject only to such exceptions to title as have been approved by Buyer during the Feasibility Period.

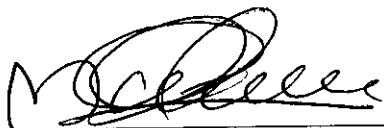
B. The non-existence of any development, building, construction, flood or moratoria affecting the Subject Property.

C. Seller to provide Buyer title to property free and clear of liens except for non-delinquent bonds and taxes.

17. Close of Escrow: Close of escrow to be on or before 60 days upon execution of contractual purchase agreement.

If the above outline of terms and conditions are acceptable, please indicate by signing below. All parties to these transactions intend that this proposal be superseded by a the Purchase Agreement. In the meantime, all parties agree to proceed in accordance with terms and conditions outlined in this Letter of Intent. Seller understands the purpose of this Letter of Intent will constitute the willingness of both parties of entering into a formal agreement. This Letter of Intent is only binding on the parties during the Contract period. Seller shall not solicit other offers during the Contract Period.

BUYER'S REP: AEGEUS INSPIRED LIVING, CORP



Dated: 12/15/16

Buyer's Rep. Signature

BY: Magdadene Dienvil Its: President

SELLER'S REP: CITY OF FORT PIERCE

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

Seller's Rep. Signature

BY: \_\_\_\_\_

Its: \_\_\_\_\_