

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT (the "Agreement"), made and entered into by and between the CITY OF TEMPLE TERRACE, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter called the "City"), and TEMPLE TERRACE LLC, a Florida limited liability company, (hereinafter called the "Purchaser").

WITNESSETH:

WHEREAS, the City intends to cause the southeast quadrant of the intersection of Bullard Parkway and 56th Street to be redeveloped into a quality designed mixed-use project to promote the economic development, revitalization and long term viability of the City's downtown area consistent with the City's Downtown Redevelopment Plan, and in furtherance of the same, issued a request for qualifications (the "RFQ") in order to select a developer to purchase and develop a portion of such property (the "Redevelopment");

WHEREAS, through the RFQ process, the City selected a partnership comprised of affiliates of Ram Development Company, a Florida corporation, and Pinnacle Realty Advisors, LLP, a Florida limited liability partnership (together, "Ram/Pinnacle") to complete the Redevelopment;

WHEREAS, Purchaser is a joint venture company comprised of Ram/Pinnacle; and,

WHEREAS, on March 20, 2007, the City Council of the City of Temple Terrace, upon the affirmative recommendation of the City of Temple Terrace Redevelopment Agency (the "CRA"), approved Purchaser's proposed conceptual plan for the Redevelopment (as such conceptual plan was amended by the City Council on December 18, 2007 upon the affirmative recommendation of the CRA, the "Conceptual Plan").

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid by each of the parties to the other, the receipt whereof is hereby acknowledged each from the other, and in further consideration of the mutual promises, covenants and agreements herein contained, Purchaser and City, intending to be legally bound, hereby agree as follows:

1. **PROPERTY.** City hereby agrees to sell, assign, transfer, and convey to Purchaser, and Purchaser hereby agrees to purchase from City, that certain real property consisting of approximately 20.36 acres of land generally located in the southeast quadrant of the intersection of Bullard Parkway/Busch Boulevard and North 56th Street, which consists of the following:

a. **Land.** All those certain parcels of real property located in Hillsborough County, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference together with all tenements, privileges, appurtenances, air rights, and mineral rights and hereditaments related thereto (hereinafter called the "Land"). The Land is depicted on the sketch attached hereto as **Exhibit "B"** and incorporated herein by reference. The attached

sketch is for informational purposes only and in the event of any conflict between it and the Survey (as hereinafter defined) to be obtained by Purchaser, pursuant to Paragraph 6 herein, the Survey shall control. The Land shall include that portion of the Chicago Avenue right-of-way proposed to be vacated by the Purchaser pursuant to the Conceptual Plan.

b. Improvements. All buildings, structures, parking areas, sidewalks, landscaping, utilities, fixtures and improvements situated thereon, including all heating, refrigerating, air conditioning, plumbing, lighting, ventilating and power systems, owned by City and located on or used in connection with the Land, and all appurtenances thereto, now or hereafter located upon the Land, less and except certain salvageable items as further defined in the Development Agreement and permitted to be removed by the City (hereinafter called the "Improvements").

c. Easements. All easements, licenses, privileges, hereditaments and appurtenances, exclusive of public right(s)-of-way, belonging to or inuring to the benefit of the Land and/or City, together with any new easements reasonably needed for development of Property, as herein defined, consistent with the Development Agreement as agreed upon by Purchaser and City prior to Closing, and all right, title and interest of City in and to any strips and other pieces of Land and any vacated or hereafter vacated street(s) or road(s) adjoining the Land, and all right, title and interest of City, if any, in and to any award to be made in lieu thereof and in and to any unpaid award for damage to the Land by reason of change of grade of any street.

d. Chicago Avenue Right-of-Way. The Chicago Avenue Right-of-Way, an integral part of the Conceptual Plan, shall be subject to a petition to vacate, which petition shall be considered by the City Council contemporaneously with the petition to rezone the Land. In the event the City Council approves the petition to vacate the Chicago Avenue Right-of-Way, said approval shall include, but not be limited to, the following conditions: approval of the rezoning of the Property, Closing on the Property, granting of easements over the new roadway for access by property to the south of the Chicago Avenue Right-of-Way and for tenants remaining and located within Property (which easements are contemplated to be included in the Operating and Easement Agreement, as discussed in Section 34 below), dedication of property for a bus bay, ownership of the entire right-of-way being conveyed from the City to Purchaser in connection with the Land as provided for herein, and right of reverter consistent with the reverter rights with respect to the Land to be contained in the Development Agreement in the event Purchaser fails to commence or complete construction of the proposed Improvements within time permitted in the Development Agreement.

All of the foregoing items referenced in this Paragraph 1 may hereinafter be collectively referred to as the "Property."

2. PURCHASE PRICE; MARKET ADJUSTMENT FACTOR; CITY FUNDING; FUNDING AGREEMENT; PROJECT FEASIBILITY.

2.1 PURCHASE PRICE. The full purchase price for the Property (hereinafter called the "Purchase Price") shall be FOURTEEN MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$14,900,000.00). The Purchase Price shall be payable as follows:

a. **Deposit.** Purchaser shall deposit with Shumaker, Loop & Kendrick, LLP, (hereinafter referred to as "Escrow Agent") the sum of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) by check simultaneously with the execution of this Agreement by City, which amount hereinafter shall be referred to as the "Escrow Deposit," and which shall be credited to Purchaser and paid to City at Closing subject to the terms of this Agreement. Such Escrow Deposit shall become non-refundable at midnight EST March 31, 2008 but for the following: (i) failure by either party to satisfy or complete, as applicable, the conditions precedent in Paragraph 13, (ii) pursuant to Paragraph 4 (title insurance); (iii) pursuant to Paragraph 6 (survey); (iv) pursuant to Paragraph 8 (breach of representation or warranty); (v) pursuant to Paragraph 14 (condemnation); (vi) pursuant to Paragraph 19 (default of City); (vii) pursuant to Paragraph 15 (casualty). The date upon which the City executes this Agreement shall be referred to as the "Effective Date." Escrow Agent agrees and is instructed by the parties hereto to accept and hold the Escrow Deposit in escrow, in an interest-bearing trust account with a federally insured commercial bank or savings and loan association in the State of Florida, pursuant to the terms of this Agreement and for the purposes herein expressed. Notwithstanding any provision of this Agreement to the contrary, any interest earned on the Escrow Deposit shall be the property of and payable to Purchaser upon demand therefore, whether or not this transaction is closed. In the event this transaction is closed, any interest earned on the Escrow Deposit and not previously disbursed to Purchaser shall be credited against the Purchase Price.

b. **City Retained Parcel.** In the event the City elects to retain the City Retained Parcel, the location and legal description of which is more particularly described in **Exhibit "C"**, the Purchase Price shall be reduced by FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00). The City shall endeavor to provide Purchaser with sixty (60) days notice, but in no event less than thirty (30) days, prior to Closing of its intent to retain the parcel or not. In the event the City elects to retain the City Retained Parcel, the legal description of said parcel shall be excepted from the Property description contained in the deed. In the event the City elects to proceed with the construction of the City Retained Parcel, Purchaser shall deliver the City Retained Parcel in 'pad ready condition'. For purposes of this Agreement, 'pad ready condition' means delivery of a building pad that is sized appropriately for the proposed structure, graded with a general compaction, and potable water, sanitary and storm sewer properly sized and brought within five (5) feet of the pad, and access roads, curb cuts and driveways installed sufficient to provide access to a public right-of-way adjacent to the Redevelopment. The structure to be located on the City Retained Parcel is presently contemplated by the parties to be no larger than 22,000 square feet and the City's use thereof is presently contemplated by the parties to require no more than 111 parking spaces. Notwithstanding the foregoing sentence, the City may increase the square footage of the structure

up to, but not to exceed 30,000 square feet, provided that the following conditions are met: (i) the density permitted on the remainder of the Land is not decreased in any way; (ii) only in the event the requisite modification causes a delay in permitting the Improvements by the Purchaser, such modification to the zoning of the Land shall not be commenced until such time as Purchaser has fully permitted the Improvements (to include, but not be limited to, all building permits), otherwise, City may initiate and process such modification at the City's discretion; (iii) the revision to the site plan and related zoning modification shall not delay Purchaser's development of the Land and construction of the Improvements. The City's request to increase the size of the structure shall be subject to Purchaser's review and approval of the City's satisfaction of the conditions set forth in the preceding sentence, which approval shall not be unreasonably withheld, with Purchaser obligated to respond to the City's request for approval within thirty (30) days. If the City elects to retain the City Retained Parcel, then the City shall build and pay for the full cost to design, permit and construct the parking deck, as shown on the Conceptual Plan (the "Parking Deck") and to be more fully described in the Legal Documents (defined below), which will be required to provide the requisite parking for the improvements on the City Retained Parcel, since such improvements are anticipated to require more parking than what Purchaser would otherwise develop on such land. The Legal Documents shall provide that the City shall not be charged common area maintenance ("CAM") costs for the first two (2) years after such charges would otherwise be applicable to the City Retained Parcel, it being understood that CAM charges shall not include costs to maintain or insure the City Retained Parcel itself, but only the common areas of the shopping center. The City hereby agrees to diligently pursue the design development, permitting and construction of the City Retained Parcel and Parking Deck, however, if the City has not received a building permit for vertical construction of the same on or before the first day of the twenty-fourth (24th) month following the Closing Date then the City shall convey the City Retained Parcel to the Purchaser upon Purchaser's payment to the City of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) and otherwise in accordance with the terms and conditions of this Agreement with respect to title insurance, survey and closing deliveries, as appropriate. If the City retains the City Retained Parcel a declaration of restrictions shall be placed of record at Closing which restricts the use of the property to an arts education center, city hall or other civic purpose compatible with the character of the development, subject to approval by Purchaser, in Purchaser's reasonable discretion, with Purchaser being obligated to respond to a request within thirty (30) days (the "Declaration"). The Declaration shall also describe the uses which shall be permitted within the structure constructed on the City Retained Parcel, which shall include, among other civic uses, meetings of the City's Chamber of Commerce, and provide that use of the City Retained Parcel as any type of a full time college or school campus shall be specifically prohibited. In addition to Purchaser's approval rights over any use of the City Retained Parcel for uses other than an arts education center or city hall, any other proposed use shall also be subject to the approval of those tenants of the Property, which pursuant to then existing leases have approval rights over such matters, provided that such right shall not be included in the Declaration, but remain through this Paragraph. In the event of a breach of said use restriction which is not remedied within 90 days of Purchaser's providing notice of breach to City, Purchaser will have the right to force the City to comply with the restriction through obtaining an injunction or other appropriate proceedings, or to acquire the subject property for the lesser of (i) the fair market value or (ii) \$500,000 plus the cost of the improvements on the property paid for by the City. At any time after the City

obtains a certificate of occupancy for the structure, the City may sell the City Retained Parcel to a third party, however, the use of the structure shall be limited to the uses described in the Declaration. Any and all costs associated with a conveyance of the City Retained Parcel to the Purchaser shall be the sole obligation and expense of the City. Notwithstanding anything contained in this section to the contrary, the City's obligation to design and construct the Parking Deck is dependent upon the City's retention of the City Retained Parcel and construction thereupon, and in the event the City does not elect to retain the City Retained Parcel or does not proceed with construction thereupon, the City shall have no obligation to design or construct the Parking Deck. This Paragraph shall survive the Closing.

c. At Closing of this transaction, Purchaser shall pay a sum equal to the difference between the Purchase Price and the amount of the Escrow Deposit that may be credited to Purchaser in accordance with the provisions of the prior subparagraph. Said sum shall be subject to prorations, credits, and adjustments permitted or required by this Agreement, and shall be paid by wire transfer of immediately available funds, or by certified or cashier's check drawn on a Florida banking institution.

2.2 MARKET ADJUSTMENT FACTOR. The City shall pay ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000.00) to Purchaser, which amount shall be referred to as the "Market Adjustment Factor" ("MAF"). The MAF shall be paid in three (3) incremental payments each in the amount of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) ("Incremental Payment") upon the completion of the following events: (1) issuance by the City of the first demolition permit, which shall not be unreasonably withheld or delayed, and commencement of the work thereunder; (2) upon the City's approval of the first foundation inspection; and (3) upon issuance of the first certificate of occupancy. The MAF is subject to reimbursement by the Purchaser to the City under those terms and conditions provided in the Development Agreement.

2.3 CITY FUNDING. As an inducement for the development of the Property in accordance with the Conceptual Plan, all of which will be of material and significant benefit to the City, the City has committed to fund, and hereby agrees to budget and appropriate for the funding, to the Purchaser, its successors and assigns, the amounts set forth and described in **Exhibit "D"** attached hereto and incorporated herein by reference (the "Disbursement Amount"), which includes, but is not limited to, the City incentive funds to be paid to Purchaser in accordance with the Development Agreement and Funding Agreement in the amount of Four Million Five Hundred Thousand Dollars (\$4,500,000).

2.4 HUD SECTION 108 LOAN. In furtherance of its obligation to fund the Disbursement Amount, the City may use as one possible source, monies obtained through a HUD Section 108 funding program. In the event a HUD Section 108 funding source is used by the City, and to the extent required by HUD, a lien or interest may be allowed to be provided to Hillsborough County or HUD on the City Retained Parcel, but only if and when such parcel is owned by the City, with any lien being released in the event the parcel is conveyed to Purchaser. In the event a HUD Section 108 funding source is used by the City, the owner of the Property shall be required to comply, and have its contractors comply with applicable provisions of the