

CONTRACT OF PURCHASE AND SALE

THIS CONTRACT OF PURCHASE AND SALE, is made and entered into between Lauderhill Mall Investments, LLC, a Florida limited liability company (hereinafter "Seller") and Bright Star Credit Union, a state chartered credit union (hereinafter "Buyer").

1. **SALE OF PROPERTY:** Seller agrees to sell, transfer and convey and Buyer agrees to buy, upon the terms and conditions which follow, the real property comprised of an approximate 27,149 square foot outparcel located at 1267 NW 40 Avenue, Lauderhill, Broward County, Florida which comprises a portion of folio number 494—36-0000-12 and as depicted on Exhibit A attached hereto, together with all development rights directly associated with ownership of the said land (the "Property"). The Property shall be legally described in a survey of the Property to be provided at the Seller's expense by a licensed land surveyor mutually agreed upon by the Buyer and Seller.
2. **PERSONAL PROPERTY:** No personal property shall be conveyed.
3. **PURCHASE PRICE AND PAYMENT TERMS:** The purchase price for the Property shall be the total sum of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00) which shall be payable by wire transfer, subject to adjustments or prorations.
4. **DEPOSIT:** Buyer shall place a good faith deposit in the amount of \$50,000.00 upon execution of this Contract and an additional deposit in the amount of \$50,000.00 on or before the expiration of the Inspection Period. After the expiration of the Inspection Period, the deposit shall be non-refundable except in the event of a Seller default. All deposits shall be held by Robert A. Brandt, P.A., as escrow agent.
5. **CLOSING DATE:** Closing shall take place in the county in which the Property is located at a place designated by Seller or via courier, 30 days from the expiration of the Inspection Period.
6. **CLOSING DOCUMENTS:** Seller shall deliver to Buyer at or prior to closing the following:
 - A. Special Warranty Deed, but subject only to matters contained in Paragraph 7 following.
 - B. Affidavit attesting to the absence of liens or potential lienors known to seller, gap affidavit, and IRS form 1099 B or such other forms as may be required by the Federal Government from time to time and that there have been no improvements to the Property prior to closing, the cost of which have not been paid. Such affidavit, together with the survey, shall be sufficient to allow the title insurance agent to delete all standard "pre-printed" exceptions.
 - C. F.I.R.P.T.A Affidavits or Exemption Certificates as may be required to exempt seller or any agent from the income tax withholding requirements.
 - D. Such other additional documents and instruments as are reasonably necessary to convey, assign and transfer all of Seller's right, title and interest in the Property to Buyer and such other documents reasonably required to consummate the transaction and to satisfy any title insurer.
7. **RESTRICTION AND EASEMENTS:** Buyer shall take title subject to: (a) zoning restrictions imposed by governmental authority; (b) restrictions and matter appearing on the plat or otherwise common to the subdivision; (c) public utility easements of record, provided said easements are located on the side or rear lines of the property; (d) restrictions appearing of record and common to the subdivision; and (e) taxes for the year of closing.
8. **EVIDENCE OF TITLE:** Buyer shall choose the title agent and may order a title insurance commitment from a title company licensed in the State of Florida, to be in accordance with the standards adopted from time to time by the Florida Bar subject only to liens, encumbrances, exceptions or qualifications set forth in this contract and those which will be discharged by Seller at or before closing (the "Title Commitment"). The cost of obtaining such title evidence and the cost of the owner's title insurance policy shall be paid by Buyer. Buyer shall have 30 days from the Effective Date to examine the same (the "Title Review Period") and if title is found to be defective, Buyer shall notify Seller in writing specifying the defects within the Title Review Period, otherwise Buyer waives any objections and shall accept title "as is". If said defects render the title unmarketable, the Seller shall have 60 days from receipt of such notice to cure the defects and if after said

Seller shall not have cured the defects, Buyer shall have the option of either (a) accepting the title "as is"; or (b) demanding refund of all monies paid hereunder which shall forthwith be returned to Buyer and thereupon Buyer and Seller shall be release of all further obligations to each other under the contract. Seller agrees that it will, if title is found to be unmarketable, use diligent effort to correct the defects in the title within the time limit provided therefore, but shall not be required to bring any suits.

9. SURVEY: Seller shall have the Property surveyed at its expense and the survey delivered to Buyer within ninety (90) days from the Effective Date. If the survey shows any defect or encroachment on said property or that the improvements presumed to be located on the subject property in fact encroach upon the lands of others, the same shall be treated as a title defect.

10. EXPENSES: State documentary stamps on the deed shall be paid by Seller. Recording of the deed shall be paid by Buyer. Recording of any corrective instrument shall be paid by Seller. All costs and expenses associated with a loan to Buyer, if any, shall be paid by Buyer. Each party shall pay their own legal costs and expenses in connection with this transaction. The parties shall split any reasonable charges of the escrow agent.

11. "AS IS", "WHERE IS", WITH ALL FAULTS SALE. Subject only to the warranties and representations made herein, if any, and the documents delivered by Seller at Closing, the Property shall be conveyed in "AS IS" "WHERE IS" condition WITH ALL FAULTS. Seller makes absolutely no warranties, representations or covenants to Buyer whatsoever regarding the Property or the condition or quality thereof, or the fitness thereof for the purposes intended by Buyer or for any other purpose or purposes whatsoever; (ii) Buyer acknowledges that Seller has not investigated and does not warrant or represent to Buyer that the Property is fit for the purpose intended by Buyer or for any other purpose or purposes whatsoever, (iii) Buyer represents that it is familiar with the Property and agrees that he is purchasing the Property in its "As Is" condition and based solely on Buyer's own inspection, investigation and evaluation; (v) neither Seller nor any agent of Seller has made any representation or warranty, express or implied, oral or written, concerning the Property or which have induced Buyer to execute this Contract; and (vi) any other representations and warranties are expressly disclaimed by Seller.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE DOCUMENTS DELIVERED BY SELLER AT CLOSING, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE IN THE DEED), ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE PROPERTY DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO BUYER, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN THE DOCUMENTS DELIVERED BY SELLER AT CLOSING. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY PROPERTY INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGER OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND

BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S TRUSTEES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, EMPLOYEES AND AGENTS AND AFFILIATES) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S TRUSTEES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, EMPLOYEES AND AGENTS AND AFFILIATES) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL OR ENVIRONMENTAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY. SELLER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT AT THE STATED PURCHASE PRICE BUT FOR BUYER'S UNQUALIFIED AND UNCONDITIONAL AGREEMENT TO THE PROVISIONS OF THIS SECTION. The provisions of this Section shall survive the Closing or termination of this Agreement.

12. PRORATIONS: Real Property Taxes shall be prorated through the day before closing. Cash at closing shall be increased or decreased as may be required by prorations. All expenses incident to the property, including without limitation, utilities, water, waste, salaries, and maintenance, which are not prorated and which are accrued or incurred through the date of closing shall be paid for by Seller.

13. INSPECTIONS: Buyer shall have until 5:00 PM eastern time, on a date that is one hundred and twenty (120) days from the Effective Date (the "Inspection Period") in which Buyer, or its designated agent(s) will be allowed to enter onto the property, at reasonable times and with prior notice to Seller, to perform inspections and tests as Buyer deems necessary to determine, in Buyer's sole discretion, that the property is suitable for Buyer's intended use, including, but not limited to, surveys, soil borings and engineering and environmental studies. Buyer shall also have the Inspection Period to determine compliance with governmental regulations for Buyer's intended use of the property and the availability of all necessary environmental, building, clearing, grading, special exceptions and other required governmental approvals for the development of the property. In the event such inspections and investigations of the property are not satisfactory to Buyer in its sole discretion, Buyer may cancel this contract prior to the end of the Inspection Period for any reason whatsoever or no reason at all and receive a return of its deposit and each party shall be relieved of any further obligations hereof. All inspections shall be at the sole cost, expense and risk of the Buyer. Buyer shall indemnify and hold Seller harmless from any liability, claim or demand, including attorneys' fees, arising out of the acts or negligence of Buyer or its agents, contractors, employees or other parties conducting activities on the Property on behalf of Buyer. Any entry by Buyer onto the Property shall be subject to, and conducted in accordance with, all applicable governmental laws, rules and regulations. Buyer shall promptly restore the Property to the condition that existed prior to Buyer's having made such inspections, studies, or tests. All inspections shall be carried out by duly licensed and insured professionals. Buyer shall provide Seller with copies of all inspection reports that it may receive. This Paragraph shall survive any termination of this Agreement.

14. REPRESENTATIONS AND WARRANTIES: Seller represents to Buyer and hereby warrants the following ("**Seller's Representations and Warranties**"), each of which shall be true as of the Effective Date and as of the Closing and shall survive Closing for a period of six (6) months:

A. At Closing and subject to Buyer's performance of its obligations under this Contract, Seller will have and will convey to Buyer, good, marketable, insurable and indefeasible fee simple title to the Property, free and clear of all conditions, exceptions, or reservations, except the "Permitted Exceptions" (defined as all matters appearing on the Title Commitment and as permitted in accordance with Paragraph 8 herein).

B. Seller is duly organized and validly existing under the laws of the state of its organization, is duly qualified to do business in the State of Florida, has the power and authority to enter into this Contract and to consummate the transactions herein contemplated, and, except as expressly set forth in this Contract or as disclosed in the Title Commitment, the execution and delivery hereof and the performance by Seller of its obligations hereunder will not violate

or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which Seller is a party or by which it or the Property is bound.

C. Except as expressly set forth in this Contract or as disclosed in the Title Commitment, the execution, delivery and performance of this Contract by Seller and the consummation of the transactions contemplated hereby in the manner contemplated herein will not violate any provision of any legal requirement to which Seller or the Property is subject, or violate any judgment, order, writ, injunction or decree of any court applicable to Seller or the Property.

D. Except as expressly set forth in this Contract or as disclosed in the Title Commitment, all proceedings required to be taken by or on behalf of Seller to authorize it to make, deliver and carry out the terms of this Contract have been duly and properly taken and this Contract is the legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally.

E. Except as expressly set forth in this Contract or as disclosed in the Title Commitment, no consent, authorization, license, permit, registration or approval of, or exemption or other action by, any governmental or public body, commission or authority is required in connection with the execution, delivery and performance by Seller of this Contract.

F. Seller has not received notice of any, and to the best of Seller's knowledge there are no, proceedings at law or in equity before any court, grand jury, administrative agency or other investigative body, or governmental department, commission, board, agency, bureau or instrumentality of any kind pending or, to the best of Seller's knowledge, threatened against or affecting Seller or the Property.

G. Except as set forth in this Contract or as disclosed in the Title Commitment, there are no leases, management, service, maintenance, or other agreements with respect to or affecting the Property, recorded or unrecorded, which will survive the Closing of the Property.

H. Seller is not insolvent and is not in the hands of a receiver nor is an application for the appointment of a receiver pending; Seller has not made an assignment for the benefit of creditors, nor has Seller filed, or had filed against it, any petition in bankruptcy.

I. Seller has not received written notice of any condemnation proceeding or threatened condemnation affecting the Property.

J. Seller is not a "foreign person" (as defined in Section 1445 of the Internal Revenue Code and regulations thereunder).

K. The Property is not subject to any assessments except for current real estate taxes for the year 2018.

15. Seller's Disclosure Material. Within ten (10) days after the Effective Date of this Contract, Seller shall deliver to Buyer copies of any of the following information and materials requested by Buyer, which are in Seller's possession:

A. any and all final surveys, maps, and drawings of the Property including flood plain maps depicting the Property;

B. any and all final subdivision, master drainage, infrastructure, engineering and other plans of the Property,

C. any and all preliminary plats of the Property;

- D. any and all final permits, development orders and development agreements pertaining to the Property;
- E. any and all final development approvals, proof of entitlements and concurrency and vested rights certificates pertaining to the Property;
- F. any zoning evidence for the Property;
- G. any and all governmental notices in any manner affecting the Property;
- H. any and all environmental, including without limitation, all hazardous material, wetlands and endangered species reports or studies pertaining to the Property; and
- I. all other materials reasonably requested by Buyer relating to the Property which are in Seller's possession.

15. **BROKERAGE:** Each party represents and warrants that no other person, or entity brought about this sale and that there are no brokerage fees or commissions payable with respect to this transaction except Rotella Group who will be paid a commission at Closing by Seller pursuant to a separate agreement with Seller. Each party hereto will indemnify and hold harmless the other against any other claim for brokerage and/or other commission relative to this Agreement or to the transactions contemplated hereby based in any way on agreements, arrangement or understandings claimed to have been made by such party with any third party.

16. **ASSIGNMENT:** This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, in accordance with the terms hereof.

17. **ATTORNEYS FEES AND VENUE:** In the event of litigation between the parties for any matters arising out of this Agreement, the prevailing party of such litigation shall be entitled to recover from the other party reasonable attorneys' fees and court costs at all levels. The venue of any litigation arising out of or instituted for the purpose of enforcing this Contract shall be in the county in which the Property is located.

18. **OTHER EXPENSES:** Except as may be provided herein, Buyer and Seller shall pay their own expenses associated with the performance of and the compliance with this Agreement unless otherwise provided herein.

19. **ENTIRE AND SOLE AGREEMENT:** This Agreement, the exhibits hereto and documents to be delivered at the time of closing constitute the entire and sole Agreement between the parties hereto and supersede all prior agreements and understandings. This Agreement may not be amended or modified except by an instrument of equal dignity.

20. **GOVERNING LAW:** This agreement shall be governed and construed according to the laws of the State of Florida. This Agreement will not be construed more strongly against either party regardless of which party is responsible for its preparation. The submission of a draft of this Agreement does not constitute an offer or option to purchase the Property nor is it intended as a reservation of the Property for the benefit of the Buyer, and this instrument will have no force or validity until and unless it has been fully executed and delivered by the Seller and Buyer.

21. **WAIVER:** The failure or delay of Seller or Buyer to exercise or enforce any rights, hereunder, shall not operate a waiver of such rights.

22. **CAPTIONS:** Captions of the various sections, of this Agreement are intended to be used solely for convenience and are not intended and shall not be deemed to modify or aid in the construction of any of the provisions of this Agreement.

23. **EFFECTIVE DATE/TIME COMPUTATION:** The Effective Date of this agreement shall be the date when the last one of the Buyer and Seller has signed this agreement. In the event (i) any day for performance is on a Saturday or Sunday or on any nationally recognized holiday or (ii) any time period expires on a Saturday or Sunday or on any nationally recognized

holiday, such time period shall be extended to the next following business day. All time periods expressed as days will be computed in calendar days. All time periods will end at 5:00 p.m. local time where the Property is located. Time shall be of the essence.

24. 1031 EXCHANGE: Seller and Buyer agree to cooperate, at no additional expense to the cooperating party, to facilitate a 1031 exchange if so requested by either party.

25. TIME FOR ACCEPTANCE OF OFFER. If this offer is not executed by both parties within 5 days of presentment this offer shall be deemed withdrawn

26. TYPEWRITTEN OR HANDWRITTEN PROVISIONS. Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

27. RADON. Radon is a naturally occurring radioactive gas that when 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 or Radon testing may be obtained from your County Public Health unit.

28. ESCROW. Any escrow agent ("Agent") receiving funds or equivalent is authorized to hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of the items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent. Escrow Agent may resign upon 30 days' written notice to Seller and Buyer. If a successor escrow agent is not appointed jointly by Seller and Buyer within the 30-day period, Escrow Agent may petition a court of competent jurisdiction to name a successor.

29. PERSONS BOUND; NOTICE. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to that party. Any notice required or provided for under this Contract shall be effective upon receipt by the addressee, upon hand delivery during regular business hours or mailed by certified mail, return receipt requested, overnight courier, express or similar receipted delivery or via e-mail with a delivery confirmation.

30. COUNTERPARTS/FACSIMILE AND ELECTRONIC SIGNATURES. This Agreement may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the Parties hereto. Facsimile and electronic signatures shall have the same effect as original signatures.

31. FAILURE OF PERFORMANCE. If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this contract, any condition precedent herein, or otherwise defaults and fails to close this transaction, Buyer shall have the option of demanding and receiving all deposits

paid hereunder, and upon such payment, all rights and obligations under this Contract shall be terminated, or alternatively Buyer shall have the right to seek specific performance.

32. PROHIBITED PERSONS. Neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "**Specifically Designated National and Blocked Persons**" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "**terrorism**," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (v) above are herein referred to as a "**Prohibited Person**"). Buyer covenants and agrees that neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. The provisions of this Section shall survive the Closing or termination of this Agreement.

33. CONDITIONS PRECEDENT TO CLOSING: The obligation of Seller and Buyer hereunder and to take those actions required of it at Closing shall be subject to Winn Dixie/Southeast Grocers approval to allow for the construction of Buyer's improvements on the Property such approval to be obtained prior to the expiration of the Inspection Period.

IN WITNESS WHEREOF, the parties have set their hands and seals to this instrument on the dates so written below.

Buyer:
Bright Star Credit Union

By: 

Print name and title: Michael A. Tomko
CEO/ President

Date: 6-25-2018

Seller:
Lauderhill Mall Investments, LLC

By:  MGR

Print name and title: YORAM IZ HAK

Date: 6/22/2018

EXHIBIT A

(THE PROPERTY) (depicted in yellow)

