

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (this “Contract”) is made this 29th of May, 2025 by and between the **CITY OF LAUDERHILL**, a Florida municipal corporation (“Buyer”) and **FLORIDA PUBLIC UTILITIES COMPANY**, a Florida corporation, whose business address is 500 Energy Lane #400, Dover, Delaware 19901 (“Seller”).

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

1. Sale and Purchase.

The Seller hereby agrees to sell to the Buyer and the Buyer hereby agrees to purchase the real property located at 2001 NW 49th Avenue, Lauderhill, Florida, Parcel ID #: 4941 25 00 0114, hereinafter described for the purchase price and upon the terms and conditions set forth in this Contract.

2. Property.

The Property being purchased and sold is identified as approximately 44,197 square feet (to be confirmed by ALTA/NSPS survey to be obtained by Buyer at Buyer’s expense) of real property located in the City of Lauderhill, Broward County, Florida, more particularly described on Exhibit “A” attached hereto, together with all improvements, easements, tenements, and appurtenances belonging thereto (the “Property”) subject to the terms of this Contract. The Buyer reserves the right to raise objections to the survey during the Inspection Period. The Property is further deemed to include all existing land use entitlements, governmental permits and allocations, and other such governmental and agency agreements and approvals. The Property will be acquired from Seller free and clear of all liens in order for Buyer to use for municipal purposes.

3. Purchase Price.

The purchase price (“Purchase Price”) for the Property shall be ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,800,000.00) payable to the Seller at Closing, subject to any deductions.

a. Initial Deposit. An initial deposit of **FIFTY THOUSAND and 00/100 DOLLARS (\$50,000.00)** (the “Initial Deposit”) paid by the Buyer within three calendar (3) days of the date of execution of this Contract by all parties which Escrow Agent agrees to hold according to the terms of this Contract. The Escrow Agent shall be Jennifer Levin, P.A., 19380 Collins Avenue, Suite 1120, Sunny Isles Beach, Florida 33160, Special Counsel to Ottinot Law, P.A. with offices located at 5944 Coral Ridge Drive, PM #201, Coral Springs, Florida 33076 (the “Escrow Agent”). The Initial Deposit shall be applied to the Purchase Price at Closing.

b. Second Deposit. Upon the expiration of the Inspection Period, Buyer shall pay to the Escrow Agent within three (3) calendar days, a Second Deposit in the amount of **FIFTY THOUSAND DOLLARS (\$50,000.00)** (the “Second Deposit”). The failure to tender the Second Deposit shall result in the Seller having the right to terminate this Contract. As provided below,

the Initial Deposit and the Second Deposit shall be refunded to Buyer if Buyer terminates this Contract prior to expiration of Inspection Period or Seller fails to cure title defects.

4. Inspection Period.

The Buyer shall have a period of sixty (60) calendar days from the Effective Date of this Contract (the "Inspection Period") to determine, in its sole discretion, whether the Property is suitable for the Buyer's intended use. With at least 24 hours advanced notice, Buyer shall have the right to enter upon the Property to make all inspections of the condition of the Property which it may deem necessary, including, but not limited to, soil borings, percolation tests, engineering, environmental and topographical studies, inspections of zoning and the availability of utilities, all of which inspections shall be undertaken at Buyer's sole cost and expense. Buyer shall comply with Seller's safety rules and protocols with regard to any access or inspection of the Property. After completing its inspection of the Property, Buyer shall, at its sole cost and expense, repair and replace any damage it has caused to the Property. Buyer shall indemnify and hold the Seller harmless from any losses, damages, costs, claims and expenses of any nature, including, without limitation, attorneys' fees and costs at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer on the Property. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. Prior to the expiration of the Inspection Period, Buyer shall provide written Notice of its decision to accept the Property in its "AS IS WHERE IS" condition, or its decision that the Property is unsuitable for its intended purpose and it is terminating the Contract. Upon termination of the Contract, Buyer shall be entitled to a return of Initial Deposit and Second Deposit (if paid). Notwithstanding the Buyer's right to enter the Property for inspections, prior to engaging in any inspection, Buyer shall first provide two (2) business days written notice to Seller of the proposed testing and receive Seller's authorization to proceed. Buyer acknowledges and agrees that the Property is currently in operation and that the use, operations, and activities on the Property shall not be disturbed or interfered with during the course of any inspections or access to the Property. Buyer shall take all reasonable steps to minimize any interference or disturbance to the use, operations, and activities on the Property. If Buyer does not timely notify Seller of its election to terminate this Contract on or before the end of the Inspection Period, then Buyer shall be conclusively deemed to have elected to proceed with the transaction contemplated herein, Buyer shall pay the Second Deposit as provided above and the Initial Deposit and Second Deposit shall be deemed fully earned by Seller and nonrefundable to Buyer, and Buyer shall be obligated to close this transaction subject to the terms and conditions of this Contract.

5. Effective Date of Contract.

The effective date of this Contract (the "Effective Date") shall be the date when the Buyer executes the Contract.

6. Title Evidence.

Within twenty (20) days of the Effective Date, Buyer shall, at Buyer's expense, obtain a title insurance commitment (the "Commitment") for the Property to be issued by a major title insurance company, wherein the title insurance company agrees to issue an ALTA 2021 owner's policy of title insurance in the full amount of the Purchase Price, insuring title to the Property subject only to the Permitted Exceptions as set forth below. If the title insurance commitment shows any exceptions to the title unacceptable to Buyer, then Buyer shall provide written notice to the Seller within fifteen (15) days specifying such exceptions. If Seller chooses in its sole

discretion not to correct the title objections, Buyer shall waive such exceptions and proceed under the terms and conditions of this Contract, or, terminate this Contract and receive a return of the Initial Deposit and Second Deposit, if therefore paid. If Buyer elects to accept the title subject to the matters disclosed in the title commitment, the exceptions shall be known thereafter as the "Permitted Exceptions."

7. Closing Date.

The closing date shall be no later than forty-five (45) days after the expiration of the Inspection Period.

a. Place of Closing. Neither Seller nor Buyer are required to attend a formal settlement Closing or Closing may occur in Broward County, Florida at the City Hall of the City of Lauderhill 5581 West Oakland Park Blvd, Lauderhill, Florida 33313.

b. Seller's Obligation at Closing. Seller shall execute and deliver a Special Warranty Deed conveying title to the property subject to the Permitted Exceptions and in conformance with the terms and conditions of this Contract, which deed shall be in form acceptable to the title insurance company for the purpose of issuing its title insurance policy pursuant to the Commitment described in paragraph 6.

c. Buyer's Obligation at Closing. Buyer shall cause the balance of the Purchase Price to be paid to Seller by bank wire transfer or other immediately available funds. Buyer shall also execute and deliver to Seller a copy of a Closing Statement showing the computation of the funds payable to Seller pursuant to this Contract.

8. Contingencies.

Seller and Buyer's obligations under the Contract are contingent upon the following:

- a. The City Commission of the City of Lauderhill approving the Contract for the Sale and Purchase of the Property.

Buyer shall seek to obtain the approval of this Contract by the City Commission of the City of Lauderhill prior to the expiration of the Inspection Period. Prior to the expiration of the Inspection Period, Buyer shall provide written Notice of the approval by the City Commission of the City of Lauderhill, or the disapproval by the City Commission of the City of Lauderhill and it is terminating the Contract. Upon termination of the Contract, Buyer shall be entitled to a return of Initial Deposit and Second Deposit (if paid). If Buyer does not timely notify Seller of its election to terminate this Contract on or before the end of the Inspection Period, then Buyer shall be conclusively deemed to have elected to proceed with the transaction contemplated herein, Buyer shall pay the Second Deposit as provided above and the Initial Deposit and Second Deposit shall be deemed fully earned by Seller and nonrefundable to Buyer, and Buyer shall be obligated to close this transaction subject to the terms and conditions of this Contract.

9. Conditions Precedent to Closing.

The obligations of Buyer to pay the Purchase Price, and to perform Buyer's other obligations at the Closing are and shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date:

- a. Seller shall have delivered Seller's executed closing documents to Escrow Agent.
- b. Title to the Property shall be free of all encumbrances other than the Permitted Exceptions and the Property shall be free of violations of record of any applicable law.
- c. The title company shall be able to deliver at Closing an ALTA Owner's Title Insurance Policy 2021 ("**Title Policy**") insuring Buyer's right, title and interest in the Property in the amount of the Purchase Price, excepting no matters other than the Permitted Exceptions.
- d. All of the representations and warranties of Seller contained in this Contract shall have been true and correct when made, and shall be true and correct on the Closing Date with the same effect as if made on and as of such date.

10. Expenses.

The cost of recording the Deed and any corrective instruments shall be paid by the Seller. Buyer shall pay all expenses associated with the inspection, the survey, title insurance charges/premiums and to record the deeds, including Documentary Stamps on the Deed and all costs associated with any related loan closing.

11. Prorations.

At the Closing, all ad valorem and non-ad valorem real property taxes for the year of the Closing will be prorated as of the Closing Date. If the tax bill for the current year has not been issued, tax prorations will be based upon the prior year's bill using the millage rate then used by the Broward County for commercial property.

12. Seller's Cooperation.

The Seller agrees to reasonably cooperate (at no cost to Seller) with the Buyer in the Buyer's effort to obtain necessary inspections of the Property.

13. Sellers's Representations; Condition of the Property.

Seller represents and warrants to the best of Seller's knowledge that all of the following are true and correct:

- (a) Seller has not received written notice from any governmental entity alleging that Seller has violated any environmental laws with respect to the Property.
- (b) Seller has not received any written notice of any actual violation or proceeding by any organization or person with respect to the Property.
- (c) Seller has full power and authority to enter into this Contract and to assume and perform all of its obligations hereunder.

(d) The execution and delivery of this Contract and the consummation of the transaction contemplated hereunder on the part of the Seller do not and will not violate the corporate or organizational documents of Seller and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the Seller is a party.

All of the representations, warranties and covenants of Seller contained in this Contract or in any other document, delivered to Buyer in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time.

Notwithstanding anything contained herein, Seller makes and shall make no warranty regarding the title to the Property except as to any warranties which will be contained in the instruments to be delivered by Seller at Closing in accordance with this Contract, and Seller makes and shall make no representation or warranty either expressed or implied regarding condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, economic feasibility or any other matters whatsoever with respect to the Property. The Buyer specifically acknowledges and agrees that Seller shall sell and Buyer shall purchase the Property on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis and that, Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, from Seller its agents, officers, or employees, as to any matters concerning the Property including, without limitation, any matters relating to (1) the quality, nature, adequacy, or physical condition of the Property, (2) the quality nature, adequacy or physical condition of soils, fill, geology, or any groundwater, (3) the existence, quality, nature, adequacy or physical condition of utilities serving the Property, (4) the development potential, income potential, expenses of the Property, (5) the Property's value, use, habitability, or merchantability, (6) the fitness, suitability, or adequacy of the Property for any particular use or purpose, (7) the zoning or other legal status of the Property, (8) the compliance of the Property or its operation with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, or restrictions of any governmental or quasi-governmental entity or of any other person or entity, including, without limitation, environmental person or entity, including without limitation, environmental laws, (9) the presence of Hazardous Materials (as defined herein) or any other hazardous or toxic matter on, under, or about the Property or adjoining or neighboring property, (10) the freedom of the Property from latent or apparent vices or defects, (11) peaceable possession of the Property, (12) environmental matters of any kind or nature whatsoever relating to the Property, (13) any development order or agreement, or (14) any other matter or matters of any nature or kind whatsoever relating to the Property.

As used herein, the term "Hazardous Materials" means (i) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §960 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S. C. §1801 et seq., or the Clean Water Act, 33 U.S.C. §1321 et seq., as amended, and in the regulations promulgated pursuant thereto; (ii) those substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by

the Environmental Protection Agency as “hazardous substances”, “hazardous materials”, “toxic substances” or “solid waste”, (iii) such other substances, materials and wastes which are regulated, or classified as hazardous or toxic, under applicable local, state or federal laws, ordinances or regulations; and any material, waste or substance which is petroleum, asbestos, polychlorinated, biphenyls, flammable explosives or radioactive materials.

14. Buyer's Representations.

Buyer represents and warrants to the best of Buyer's knowledge that all of the following are true and correct:

(a) Buyer has full power and authority to enter into this Contract and to assume and perform all of its obligations hereunder.

(b) The execution and delivery of this Contract and the consummation of the transaction contemplated hereunder on the part of the Buyer do not and will not violate the corporate or organizational documents of Buyer and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the Buyer is a party.

All of the representations, warranties and covenants of Buyer contained in this Contract or in any other document, delivered to Seller in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time.

15. Assignability.

Assignment is not permitted.

16. Attorney's Fees and Costs.

In the event any litigation or other controversy arises out of this Contract, the prevailing party in such litigation or controversy shall be entitled to recover from the non-prevailing party its reasonable attorney's fees, costs and expenses.

17. Default.

a. If Buyer fails to materially perform or observe any of the covenants, restrictions, requirements and/or stipulations to be performed and/or observed by Buyer hereunder and such failure to perform or observe is not cured within thirty (30) days after written notice thereof from Seller to Buyer (or in the case of a default which cannot be cured in thirty (30) days, Buyer has failed to commence curing the default within such thirty (30) day period), then, as Seller's sole remedy, any deposits placed under this Contract shall be delivered by the Escrow Agent to the Seller as liquidated and agreed upon damages.

b. If Seller fails to materially perform or observe any of the covenants, restrictions, requirements and/or stipulations to be performed and/or observed by Seller hereunder, and such

failure to perform or observe is not cured within thirty (30) days after written notice thereof from Buyer to Seller, then at the option of the Buyer, as Buyer's sole remedies, to (i) demand the refund of any Deposit placed under this Contract shall be promptly returned by the Escrow Agent to the Buyer, or (ii) seek specific performance.

18. Signs.

Upon obtaining Approvals and after the expiration of the Inspection Period and provided Buyer has not terminated this Contract, Buyer shall have the right at Buyer's expense to place and maintain reasonable signs in compliance with applicable sign ordinances and regulations on the Property to assist Buyer in the proposed use of the Property.

19. Broker Fees. The Buyer and the Seller represent to the other that there are no real estate brokers, salespeople, finders, or consultants who are or were involved in the negotiation and/or consummation of this transaction. Buyer agrees to indemnify and hold harmless the Seller from and against any and all liability, loss, costs, damage and expense, including but not limited to attorneys' fees and costs of litigation both prior to and on appeal, which Seller shall suffer or incur because of any claim by any agent, broker or finder engaged by Buyer and Seller, whether or not meritorious, for any fee, commission or other compensation with respect to this Contract or to the sale and purchase of the Property contemplated herein.

20. Notices.

Any notice, request, demand, instruction or other communication to be given to either party, except where required by the terms of this Contract to be delivered at the Closing, shall be in writing and shall be sent by email and by Express Mail requiring written acknowledgement of receipt as follows:

If to Buyer: Floria Public Utilities Company
500 Energy Lane, #400
Dover, Delaware 19901
Attn: Stacie Roberts

With a copy to: Michael Wilde, Esq.
BakerHostetler
200 South Orange Avenue, Suite 2300
Orlando, Florida 32801
Email: mwilde@bakerlaw.com
Phone: (407) 540-7901

If to Seller: City of Lauderhill
Attn: Kennie Hobbs, Jr., Interim City Manager
5581 W. Oakland Park Blvd
Lauderhill, FL 33313
Email: KHobbs@Lauderhill-fl.gov
Phone: [954-730-3033](tel:954-730-3033)

With a copy to:

Ottinot Law P.A.
Attn: Hans Ottinot, City Attorney
5581 W. Oakland Park Blvd
Lauderhill, Florida 33313
Email: cityattorney@Lauderhill-fl.gov
Phone: 954-730-3033

21. Time. Time is of the essence. If both parties have not executed this Contract within thirty days of each other it shall become null and void. If the time for performance of any obligation ends on a holiday or weekend, the time period shall be extended until 5 PM of the next business day.

22. Escrow Agent. Escrow Agent is authorized and agrees by acceptance thereof to promptly deposit and to hold the funds in escrow and to disburse same subject to clearance thereof in accordance with the terms and conditions of this Contract. In the event of doubt as to its duties or liabilities under the provisions of this Contract, the Escrow Agent may, in its sole discretion, continue to hold the monies which are the subject of this Contract until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all of the monies then held pursuant to this Contract with the Clerk of the Circuit Court of Broward County, Florida, which Circuit Court shall have jurisdiction over the dispute, and upon notifying all the parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the funds held in escrow, the Escrow Agent shall be entitled to recover reasonable attorneys' fees and costs in favor of the prevailing party. All parties hereto agree that the Escrow Agent shall not be liable to any party or person whomever from misdelivery of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Contract or gross negligence on the part of Escrow Agent. Buyer acknowledges that Escrow Agent is also acting herein as Special Counsel to Seller, and Buyer agrees to such representation.

23. Miscellaneous. This Contract shall bind and inure to the benefit of the parties and their successors in interest. There are no understandings or representations relied upon in entering into this Contract except as written herein. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it. Venue for any action concerning this Contract shall lie in Broward County, Florida. The parties waive the right to a trial by jury in any legal proceeding concerning the Contract. This Contract may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when executed and delivered, which may be via facsimile, shall be an original, but all the counterparts shall be together constitute one and the same instrument.

24. **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 health department.

24. **Leaseback.** Seller and Buyer hereby agree that Seller shall have the option to lease-back the Property from Buyer, with such lease to be effective as of the date and time of Closing (such that Seller shall remain in continuous possession of the Property). Should Seller desire to lease-back the Property, Seller shall provide written notice of the same to Buyer on or before five (5) days prior to the Closing. The form of lease is attached hereto as Exhibit B and provides that Seller has the right to lease-back the Property for a maximum of one (1) year (with any time period less than one (1) year to be selected in Seller's sole discretion) with rent to be \$1.00 per year.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated above:

BUYER:

CITY OF LAUDERHILL

Kennie Hobbs, Jr.

By: Kennie Hobbs, Jr.

Title: Interim City Manager

Signed on: June 2, 2025

SELLER:

FLORIDA PUBLIC UTILITIES COMPANY

Bill Hancock

By: Bill Hancock

Title: Assistant Vice President – Propane

Signed on: May 29, 2025

ESCROW AGENT:

Accepted and Agreed to:

By:
Signed on: _____

APPROVED AS TO FORM:

Hans Ottinot, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A tract of land in the Southwest 1/4 of Section 25, Township 49 South, Range 41 East, City of Lauderhill, Broward County, Florida, and more particularly described as follows:

Commence at the Southwest corner of said Section 25, thence run North $0^{\circ} 55' 10''$ West along the West line of said Section 25, a distance of 1072.55 feet to a point, thence run East a distance of 405.37 feet to the point of beginning, thence continue East a distance of 210 feet to a point; thence run South a distance of 135 feet to the point of curvature of a circular curve to the left; thence run Southeasterly along the arc of said circular curve to the left, having for its elements a radius of 788.61 feet and a central angle of $5^{\circ} 27' 26''$ a distance of 75.11 feet to a point on said curve, thence run West a distance of 213.57 feet to a point, thence run North a distance of 210 feet to the point of beginning.

(SUBJECT TO VERIFICATION BY SURVEY TO BE OBTAINED BY BUYER)

EXHIBIT B

POST OCCUPANCY LEASE

POST CLOSING OCCUPANCY LEASE AGREEMENT

THIS POST CLOSING OCCUPANCY LEASE AGREEMENT (“Agreement”) is entered into as of this ____ day of _____, 2025 by and between **City of Lauderhill (“Buyer”)** and **Florida Public Utilities Company, a Florida corporation (“Seller”)**.

W I T N E S S E T H

WHEREAS, on even date herewith, Buyer has purchased and acquired from Seller title to the property more particularly described on Exhibit “A” attached hereto (**“Premises”**); and

WHEREAS, notwithstanding such acquisition of title by Buyer, Seller has requested and Buyer has agreed to allow Seller to retain possession of the Premises for a period of time after the date hereof, upon the terms and conditions set forth herein below.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, the parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein.
2. **Occupancy and Term.** Buyer hereby grants and conveys to Seller the exclusive right to occupy the Premises from and after the date hereof to and until _____ (to be in no event later than one (1) year after the date Buyer acquires title to the Premises) (**“Term”**).
3. **Consideration.** Seller shall pay Buyer as consideration for its right to occupy the Premises during the term of this Agreement a sum equal to \$1.00.
4. **Use of Premises.** Seller shall be permitted to continue to use the Premises as it did prior to the conveyance of the Premises to Buyer.
5. **Maintenance.** Seller shall keep and maintain the Premises clean and in the condition substantially similar to that as of the date hereof, reasonable wear and tear and casualty excepted.
6. **Destruction or Damage.** If all of the improvements now located on the Premises are destroyed or damaged by fire, storm, or other casualty, such that the Seller can no longer use the Premises for the intended purpose, this Agreement shall automatically terminate as of the date of such destruction or damage, and neither party shall thereafter have any further rights or obligations under this Agreement.

7. **Liens and Encumbrances.** Seller shall not allow or permit any new encumbrances to be filed against or attached to the Premises and shall timely satisfy any liens filed against or attached to the Premises, on account of any work performed by Seller, improvements constructed by Seller, or materials delivered to the Premises at the request of Seller.

8. **Utilities.** Seller agrees to pay all bills for utility services arising out of Seller's use and occupancy of the Premises as and when such bills become due and payable.

9. **Access by Buyer.** Seller shall have exclusive possession of the Premises during the Term. Buyer shall not access the Premises during the Term hereof and further agrees not to interfere or disturb Seller's use and occupancy of the Premises as provided in this Agreement.

10. **Default/Cancellation.** In the event either Seller or Buyer defaults in the performance of any duty or obligation hereunder, and such default remains uncured for a period of thirty (30) days from the date of receipt of written notice from the non-defaulting party of the existence of such event of default (or if the default is of such a nature as cannot reasonably be cured within thirty (30) days, then the defaulting party shall have commenced such cure within the thirty (30) day period), then in such event, the non-defaulting party may, at its option, cancel and terminate this Agreement by written notice to the defaulting party, with any prepaid rent (as prorated for the unexpired Term) to be refunded to Seller within ten (10) days of termination.

11. **Surrender of Possession.** Upon expiration or early termination of this Agreement, Seller shall relinquish possession of the Premises to Buyer in then existing as-is condition.

12. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with regard to Seller's occupancy of the Premises after the closing, and no representations, inducements, promises or agreements, oral or otherwise, between the parties hereto not embodied herein shall be of any force and effect.

13. **Assignment and Subletting.** Seller may sublet or assign any rights under this Agreement to any affiliate, parent, or subsidiary entity without Buyer's consent.

14. **Litigation/Attorneys' Fees.** If either party shall bring an action to recover any sums due hereunder, to enforce any provision hereof, or for any breach hereunder, and shall obtain a judgment or decree in its favor, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable costs and attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not taxable as such by law).

15. **Waiver of Jury Trial.** Buyer and Seller hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Agreement, Seller's use or occupancy of the Premises, or any other claim of injury or damage.

16. **Notices to Parties.** Any notice required or permitted to be given under this Agreement shall be deemed given if delivered personally to the party to be notified or sent by

FedEx or other overnight delivery service and addressed as follows:

To Buyer: City of Lauderhill
Attn: Kennie Hobbs, Jr., Interim City Manager
5581 W. Oakland Park Blvd
Lauderhill, FL 33313
Email: KHobbs@Lauderhill-fl.gov

To Seller: Floria Public Utilities Company
500 Energy Lane, #400
Dover, Delaware 19901
Attn: Stacie Roberts

17. **RADON GAS**. 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 health department.

18. **Counterpart**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together will be deemed to constitute one and the same instrument.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

“SELLER”:

Florida Public Utilities Company, a Florida corporation

By: _____
Name: _____
Its: _____

9.

“BUYER”:
City of Lauderhill

By: _____
Name: _____
Its: _____

Exhibit “A”