

**Item # 54**

**ADDITIONAL MATERIAL**

**Regular Meeting**

**DECEMBER 4, 2018**

**SUBMITTED AT THE REQUEST OF**

**OFFICE OF THE COUNTY**

**ATTORNEY**



954-357-7600 · FAX 954-357-7641

**MEMORANDUM**

**TO:** Board of County Commissioners

**FROM:** Irma Qureshi, Assistant County Attorney *IQ*

**DATE:** November 30, 2018

**RE:** **Item 54 on the December 4, 2018, County Commission Agenda**

Attached for your consideration is the proposed final Purchase and Sale Agreement between GVAO11 1801 NW LLC and Broward County ("Agreement") related to Item 54 on the December 4, 2018, County Commission Agenda (the "Citrix" property). This Agreement has been approved by the seller, and the seller has provided a signed copy of the Agreement with the necessary exhibits. There have been no changes from the prior version distributed with the County Attorney's memorandum of November 29, 2018.

IQ/mdw

Attachment

c: Andrew J. Meyers, County Attorney  
Bertha Henry, County Administrator  
Bob Melton, County Auditor

**PURCHASE AND SALE AGREEMENT  
BETWEEN  
GVAOII 1801 NW LLC  
AND  
BROWARD COUNTY**

This PURCHASE AND SALE AGREEMENT (“Agreement”) between GVAOII 1801 NW LLC, a Georgia limited liability company (“Seller”), whose address is 3390 Peachtree Road NE, Ste. 1200, Atlanta, Georgia, 30326, and BROWARD COUNTY, a political subdivision of the State of Florida (“Purchaser”), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, is entered into and effective as of the date this Agreement is fully executed by the Parties (“Effective Date”). The Seller and the Purchaser are hereinafter referred to collectively as the “Parties,” and individually referred to as a “Party.”

**RECITALS**

A. The Seller is the owner of the Property, as defined in Section 1, located at 1801 Northwest 49th Street, Fort Lauderdale, Florida 33309.

B. The Seller desires to sell, and the Purchaser desires to purchase, the Property on the terms and conditions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

1. **Purchase and Sale of Property.** Subject to and in accordance with the terms of this Agreement, the Seller agrees to sell, assign, and convey to the Purchaser, and the Purchaser agrees to purchase and assume from the Seller, all rights, title, and interests of the Seller in and to the following property (collectively, the “Property”):

1.1 That certain parcel of land located in the County of Broward, and State of Florida, as more particularly described in **Exhibit 1**, attached hereto and made a part hereof, upon which is constructed a building containing approximately 72,718 square feet of office space, and is approximately 259,913 gross square feet including the secured, gated parking (the “Land”);

1.2 All buildings, structures, and improvements situated on the Land and owned by the Seller, including the building referenced in Section 1.1 above (the “Improvements”) (the Land and the Improvements are hereinafter referred to collectively as the “Real Property”);

1.3 All fixtures, furniture, machinery, equipment, supplies, furnishings, and other tangible personal property, of whatever kind or character, owned by the Seller and used in connection with the Real Property (“Personalty”);

1.4 All assignable or transferable permits, approvals, orders, consents, variances, waivers, certificates of occupancy, entitlements, rights, licenses, and authorizations relating to the operation, use, management or maintenance of the Real Property (“Permits”);

1.5 All assignable or transferable warranties, guarantees, and commitments owned by the Seller and pertaining to the ownership or operation of the Real Property or the Personalty (the “Other Property”);

1.6 All trademarks and trademark registrations and applications therefor, trade names, service marks, copyrights and copyright registrations, and other intangibles, if any, owned by the Seller in connection with the Real Property (“Proprietary Rights”); and

1.7 All of the Seller’s rights, if any, in and to all strips, gores, easements, privileges, rights-of-way, riparian and other water or drainage rights, rights to lands underlying any adjacent streets or roads, and other tenements, hereditaments, and appurtenances pertaining to or accruing to the benefit of the Real Property.

## 2. **Purchase Price.**

2.1 The total purchase price to be paid by the Purchaser to the Seller for the Property is ELEVEN MILLION, FOUR HUNDRED FORTY-NINE THOUSAND, THREE HUNDRED FIFTY AND 00/100 DOLLARS (\$11,449,350.00) (the “Purchase Price”).

### 2.2 **Deposit.**

- (a) If the Purchaser elects, or is deemed to have elected, not to cancel this Agreement during the Inspection Period (as defined in Section 8.1), then within one (1) business day after the expiration of the Inspection Period, the Purchaser shall deliver to Cole, Scott, Kissane, P.A. (the “Escrow Agent”) the sum of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) (the “Deposit”) pursuant to the Escrow Agent’s wire transfer instructions.
- (b) The Deposit shall be held by the Escrow Agent in a noninterest bearing escrow account, and shall remain in escrow until released to the Seller or the Purchaser as provided herein or paid to the Seller at the closing of the transaction contemplated in this Agreement (the “Closing”).

2.3 At the Closing, the Purchase Price shall be paid to the Seller by bank wire transfer of immediately available funds to the Seller's designated account. At least two (2) business days before the Closing, the Seller shall give the Purchaser written notice of the Seller's designated account ("Seller's Account") sufficient to permit the wire transfer. The Purchase Price shall be paid as follows:

- (a) The Escrow Agent shall deliver the Deposit to the Seller's Account at the Closing.
- (b) The Purchaser shall deliver the balance of the Purchase Price, less the Deposit, and subject to the prorations and adjustments provided for in this Agreement (the "Balance"), to the Seller's Account at the Closing.

### 3. **Title Evidence.**

3.1 **Title Insurance Commitment.** Prior to the execution of this Agreement, the Seller shall have delivered to the Purchaser a copy of the Seller's title insurance policy ("Title Base") and a copy of the Seller's survey prepared for the Property ("Survey Base"). No later than five (5) business days after the Effective Date, the Purchaser shall, at the Purchaser's expense, obtain and deliver to the Seller an ALTA marketability title insurance commitment (the "Title Commitment") in an amount equal to the Purchase Price, issued through Old Republic National Title Insurance Company ("Underwriter") and its agent, Cole, Scott, Kissane, P.A. ("Title Agent"), with hard copies of all documents containing the exceptions. The final Title Commitment at the Closing shall show that the Seller is vested with and can convey to the Purchaser title to the Property, subject only to the title exceptions contained in the Approved Title, as defined in Section 3.5(a), or otherwise approved in writing by the Purchaser ("Permitted Exceptions").

3.2 **Title Objections Notice.** The Purchaser shall have fifteen (15) calendar days after receiving the latter of the Title Commitment and the Survey, as defined in Section 3.7, ("Examination Period") to examine the Title Base, the Survey Base, the Title Commitment, and the Survey ("Title Documents"). If the Purchaser, in its sole discretion, finds any title matters or exceptions to title (whether or not based on the Title Documents) that are not acceptable ("Title Objections"), other than the Permitted Exceptions, the Purchaser shall give the Seller written notice specifying the Title Objections ("Title Objections Notice") by the end of the Examination Period.

3.3 **Seller's Response Notice.** In the event that the Seller receives a Title Objections Notice during the Examination Period, the Seller shall give the Purchaser, within five (5) calendar days after receiving such Title Objections Notice ("Response Period"), a written notice of whether the Seller will cure or remove the Title Objection(s) ("Response Notice").

- (a) If the Response Notice states that the Seller declines to cure or remove any Title Objections in the Response Notice, or if the Seller

fails to give a Response Notice during the Response Period, then the Seller shall have no obligation to cure or remove any Title Objections, except for the Monetary Liens that shall be released in accordance with Section 3.4. In such event, the Purchaser shall deliver to the Seller, no later than five (5) business days after the Response Period expires, written notice either:

- (i) waiving the Title Objections without any adjustment in the Purchase Price or other terms of this Agreement; or
  - (ii) terminating this Agreement, whereupon the Escrow Agent shall return the Deposit to the Purchaser (if such Deposit has already been delivered by the Purchaser, as provided in Section 2.2(a)), and the Parties shall be released of all further obligations under this Agreement, except for those obligations that expressly survive the termination of this Agreement.
- (b) If the Response Notice states that the Seller will cure or remove the Title Objection(s), then the Seller shall have a period of thirty (30) calendar days after sending the Response Notice (“Title Cure Period”) to cure or remove the Title Objection(s). In such event, the Seller shall use diligent efforts to cure or remove the Title Objections, and all of the other deadlines and time periods of this Agreement shall be extended on a day-for-day basis with the time that it takes the Seller to effect such cure or removal. Thereafter, if the Seller is unable to cure or remove the Title Objections during the Title Cure Period, the Seller shall give the Purchaser written notice regarding its inability to cure or remove the Title Objections (“Failure to Cure Notice”) within one (1) calendar day after the expiration of the Title Cure Period. No later than five (5) business days after receiving the Failure to Cure Notice, the Purchaser shall deliver written notice to the Seller either:
- (i) waiving the Title Objections without any adjustment in the Purchase Price or other terms of this Agreement; or
  - (ii) terminating this Agreement, whereupon the Escrow Agent shall return the Deposit to the Purchaser (if such Deposit has already been delivered by the Purchaser, as provided in Section 2.2(a)), and the Parties shall be released of all further obligations under this Agreement, except for those obligations that expressly survive the termination of this Agreement.

3.4 In the event that the Purchaser fails to provide a Title Objections Notice by the end of the Examination Period, or the Purchaser waives its Title Objections pursuant to Section 3.3, the Purchaser shall be deemed to have approved the title to the Property as reflected in the Title Commitment and Survey at that time. Notwithstanding the foregoing provisions of Section 3, the Seller shall cause any mortgages, delinquent tax liens, and other monetary liens or encumbrances on the Property, which arose by or through the actions or inactions of the Seller (“Monetary Liens”), to be released at or before the Closing. The Seller may use proceeds from the sale of the Property to cause such Monetary Liens to be released.

3.5 Approved Title.

- (a) The Seller’s title, as reflected in the Title Commitment and Survey on the date after the Seller cures or removes any Title Objections pursuant to Section 3.3(b), or at the time the Purchaser is deemed to accept the title pursuant to Section 3.4, shall constitute the approved title (the “Approved Title”).
- (b) The Seller shall not knowingly cause any new title matter or exception to affect the Property after the Approved Title is established under Section 3.5(a). Notwithstanding the preceding sentence, if either Party discovers any new title matter or exception affecting the Property after the Approved Title is established (“New Title Issue”), such Party shall give prompt written notice to the other Party (“Notice of Title Issue”). In the event of a New Title Issue, the following shall occur:
  - (i) The Purchaser shall have five (5) business days after the date of the Notice of Title Issue to review and evaluate the New Title Issue (“Additional Examination Period”).
  - (ii) Before the end of the Additional Examination Period, the Purchaser shall provide written notice to the Seller if the Purchaser finds that a New Title Issue is not acceptable (“Notice of New Objection”).
  - (iii) All of the deadlines and time periods of this Agreement, including the Closing Date, shall automatically be extended for an additional ten (10) business days after the date of the Notice of Title Issue.
- (c) If a New Title Issue is not resolved within five (5) business days after the Seller receives the Notice of New Objection, the Purchaser may elect either to: (i) terminate this Agreement by providing written notice to the Escrow Agent and the Seller; (ii) waive the New Title Issue in writing, and proceed to the Closing without deduction or

offset against the Purchase Price; or (iii) cure the New Title Issue with the Seller's prior written consent and deduct the resulting expenses from the Purchase Price at the Closing after providing the Seller with a certified invoice detailing the expenses incurred to cure the New Title Issue. In the event the Purchaser elects to terminate this Agreement in accordance with this Section 3.5(c), the Escrow Agent shall refund the Deposit to the Purchaser, and the Parties shall be relieved of any further liability or obligation under this Agreement, except for such obligations as are expressly stated to survive termination.

3.6 Closing Commitment. At the Closing, the Title Agent shall issue or cause to be issued to the Purchaser either (i) an ALTA Owner Marketability Title Insurance Policy pursuant to the terms of the Title Commitment ("Title Policy"), or (ii) an endorsement to the Title Commitment, or a "marked up" duplicate original of the Title Commitment, in either case reflecting that all requirements of the Title Commitment have been fulfilled or waived and eliminating the "gap exception," eliminating or modifying the standard ALTA exceptions in accordance with the Title Commitment approved (or deemed approved) by the Purchaser and any other exceptions not included in the Approved Title to which the Purchaser has objected, and extending the effective date of coverage through the recording of the deed of conveyance to the Purchaser (the "Closing Commitment").

3.7 Survey. Promptly after the Effective Date, the Purchaser, at Purchaser's expense, shall order a current ALTA survey of the Land and the Improvements (the "Survey"). The Survey also shall conform to the Minimum Technical Standards for Land Surveying in the State of Florida; and shall show and describe the exterior boundaries and corner markers or monuments of the Real Property, the size and location of any improvements, encroachments, easements, rights-of-way, or other conditions to which the Real Property is subject, all matters for which exception is made in Schedule B, Section 2 of the Title Commitment which can be physically located by survey, and the legal description and area of the Real Property. If the Survey shows any encroachment or other condition which, as determined by the Purchaser, could affect the marketability of title to the Real Property or could have a material adverse effect upon use of the Real Property, the Purchaser shall have the right to object to such condition pursuant to the provisions of Section 3.2.

4. **Seller's Representations and Warranties.** The Seller hereby represents and warrants to the Purchaser the following, which collectively are hereinafter referred to as the "Seller's Representations and Warranties":

4.1 Power and Authority. The Seller is duly formed, validly existing, and in good standing under the laws of the State of Georgia. The Seller has full right, power, and authority to enter into and perform its obligations under this Agreement, including, without limitation, the authority to convey its title to the Property to the Purchaser, subject



to the Permitted Exceptions. The Seller duly authorizes the execution and delivery of this Agreement, and the consummation of the transaction contemplated by this Agreement.

4.2 Due Execution and Performance. This Agreement, along with all of the documents, instruments, or agreements that the Seller must deliver at the Closing, is and shall be duly authorized and executed, and shall constitute the legal, valid, and binding obligations of the Seller.

4.3 Absence of Conflicts.

- (a) The Seller has not entered into, or the Seller has no actual knowledge of, any licenses, contracts, agreements, arrangements, or other obligations, whether written or oral, regarding the use, development, maintenance, or operation of the Property (“Contracts”) that will survive the Closing.
- (b) The Seller has not entered into, or the Seller has no actual knowledge of, any agreements currently in effect that restrict the sale of the Property, or impair the Seller’s ability to execute or perform its obligations under this Agreement.
- (c) To the Seller’s actual knowledge, the Seller’s execution, delivery, and performance of this Agreement shall not (i) result in a breach of, default under, nor acceleration of, any agreement to which the Seller or the Property are bound; or (ii) violate any restriction, court order, agreement, or other legal obligation to which the Seller or the Property is subject.
- (d) The Seller is not a party to any voluntary or involuntary proceedings under any applicable laws relating to the insolvency, bankruptcy, moratorium, or other laws affecting creditors’ rights to the extent that such laws may be applicable to the Seller or the Property.
- (e) The Seller has not received any written notice of, or the Seller has no actual knowledge of, any pending or threatened judicial, municipal, or administrative proceedings affecting the Property, or in which the Seller is or will be a party by reason of the Seller’s ownership or operation of the Property or any portion thereof, including, without limitation, proceedings for or involving collections, condemnation, eminent domain, rezoning, alleged building code or environmental or zoning violations, or personal injuries or property damage alleged to have occurred on the Property or by reason of the condition, use of, or operations on, the Property.
- (f) The Seller does not have actual knowledge of any fact that is not recited in this Agreement, and could provide a basis for an investigation, action, suit, dispute, proceeding, or claim materially

and adversely affecting the ownership, use, or development of any portion of the Property.

- (g) To the Seller's actual knowledge, there are no outstanding judgments, orders, writs, injunctions, or decrees of any federal, state, regional, local, or other government department, commission, board, bureau, agency, or instrumentality having jurisdiction over the Property, which could constitute or impose a lien upon the Real Property, or which adversely affect the ownership, use, or development of any portion of the Real Property.
- (h) The Seller has not received any written notice regarding pending public improvements in or about any portion of the Real Property, or about any special assessments or re-assessments against or affecting any portion of the Real Property.

4.4 Taxes and Liens. All taxes and assessments, including all sales taxes and other taxes relating to the Property that accrue or are or will be due and payable before the Closing Date (other than transfer taxes due on the Deed, as specifically defined in Section 10.3(a)) have been paid or will be paid or placed in escrow before the Closing, as provided in Section 10.5(a). The Seller has no actual knowledge of claims by any contractor with respect to work performed on the Property for or on behalf of the Seller. There are no unpaid bills for labor, services, or work performed or rendered upon the Real Property for or on behalf of the Seller, or for materials or supplies furnished or delivered to the Real Property for or on behalf of the Seller, which could result in the filing of any mechanic's, materialman's, or laborer's lien upon the Real Property.

4.5 Insurance. The Seller now has in force such casualty, liability, and other insurances relating to the Property (the "Insurance Policies") as is customarily obtained in properties or developments of a nature similar to the Property. The Seller has received no written notice from any insurance carrier alleging any defects or inadequacies in the Property that, if not corrected, would result in termination of insurance coverage or increase in the normal and customary cost of any or all of the Insurance Policies.

4.6 Hazardous Substances.

- (a) The Seller has no notice or actual knowledge of the following:
  - (i) Any Hazardous Substance (as defined in Section 4.6(b)) present on or within the Real Property, or any present or past generation, recycling, reuse, sale, storage, handling, transport, or disposal of any Hazardous Substance on or within the Real Property in violation of any Environmental Laws (as defined in Section 4.6(b));
  - (ii) Any failure by the Seller, any prior owner, or any current or prior tenant, licensee, or occupant of the Property to comply

with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport, or disposal of any Hazardous Substance; or

(iii) Any failure of any condition of the Property to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport, or disposal of any Hazardous Substance.

(b) “Hazardous Substance” shall mean (i) substances included within the definitions of hazardous substances, hazardous materials, toxic substances, or hazardous or solid waste in any Environmental Laws (as defined below); (ii) substances listed in the United States Department of Transportation Table (49 CFR § 172.101) or by the Environmental Protection Agency as hazardous substances; (iii) other substances, materials, or wastes, which are regulated or classified as hazardous or toxic under Environmental Laws; and (iv) materials, wastes, or substances, which are or contain petroleum, asbestos, polychlorinated biphenyls, flammable explosives, or radioactive materials. “Environmental Laws” shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C § 2601, et seq.; the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11001, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Clean Water Act, 33 U.S.C. § 1321, et seq.; all rules and regulations promulgated pursuant to the foregoing laws; and all other local, state, or federal laws, rules, or regulations relating to environmental protection or hazardous or toxic substances, including Chapter 27, Broward County Code of Ordinances.

#### 4.7 Permits and Violations.

(a) **Exhibit 2**, attached hereto and made a part hereof, is a true, correct, and complete list of the Permits as of the Effective Date. The Seller warrants that it has all Permits necessary to operate the Improvements. All of the Permits are in good standing and not in default in any material respect.

(b) To Seller’s actual knowledge, no event has occurred that constitutes or would constitute a violation or breach of any Permit, or that could

deprive the Purchaser of exercising and enjoying all of the rights and privileges conferred by such Permit after the Closing.

- (c) The Seller has not received written notice from any governmental or quasi-governmental authority of an outstanding or uncured violation of building codes, zoning ordinances, or any other applicable laws, statutes, ordinances, rules, permits, licenses, approvals, orders, regulations, or agreements relating to the Property, including, without limitation, the Americans with Disability Act (“ADA”). The Seller shall be responsible for the payment or satisfaction of all violations existing as of the Closing Date. If the Seller receives a written notice of any such violation after the Effective Date (“New Violation”), the Seller shall promptly notify the Purchaser of the New Violation and shall use diligent efforts to cure the New Violation prior to the Closing. All of the impending deadlines and time periods of this Agreement, including the Closing Date, shall be extended on a day-for-day basis with the time that it takes the Seller to cure the New Violation. However, if the New Violation is not resolved within thirty (30) calendar days of the Seller’s notice, the Purchaser may elect, in its sole discretion, either to: (i) terminate this Agreement by providing written notice to the Escrow Agent and the Seller; (ii) waive the New Violation in writing, and proceed to the Closing without deduction or offset against the Purchase Price; or (iii) cure the New Violation with the Seller’s prior written consent and deduct the resulting expenses from the Purchase Price after providing the Seller with a certified invoice detailing the expenses incurred to cure the New Violation. In the event that the Purchaser elects to terminate this Agreement in accordance with this Section 4.7(c), the Escrow Agent shall refund the Deposit to the Purchaser, and the Parties shall be relieved of any further liability or obligation under this Agreement, except for such obligations as are expressly stated to survive termination.

4.8 Inspection Materials. The Seller shall, no later than two (2) business days after the Effective Date, make available to the Purchaser for inspection, review, and photocopying a true and complete copy of each item listed on the attached **Exhibit 3**, which are in Seller’s possession or control as of the Effective Date (the “Inspection Materials”). Except for the Inspection Materials, the Seller has no notice or actual knowledge of any document that could provide a basis for an investigation, action, suit, dispute, proceeding, or claim materially and adversely affecting the ownership, use, or development of any portion of the Property.

4.9 Leases. The Seller has not entered into, or the Seller has no actual knowledge of, any leases, agreements, or other rights, written or oral, for the occupancy of any portion of the Real Property. To the Seller’s actual knowledge, there are no parties in possession or entitled to be in possession of any portion of the Property, except for the Seller.

**5. Continuation; Completeness; Survival; and Remaking of the Seller's Representations and Warranties.**

5.1 Subject to Section 5.2, the Seller's Representations and Warranties are, or will be, true and correct in every material respect as of the Closing Date. To the Seller's actual knowledge, the Seller's Representations and Warranties, and any document furnished by the Seller pursuant to this Agreement, do not contain any untrue statement of material fact or omit to state a material fact required to be stated or necessary to make any statement therein not misleading. The Seller's Representations and Warranties shall survive for one (1) year after the Closing Date.

5.2 Notwithstanding Section 5.1, in the event that (i) any of the Seller's Representations and Warranties are made to the Seller's "actual knowledge" and (ii) after the Effective Date, the Seller discovers or receives information that would materially change the Seller's Representations and Warranties ("New Information"), then the Seller shall give the Purchaser written notice of such New Information ("Notice of New Information") within two (2) business days after discovering or receiving the New Information. If the Seller obtains any New Information, the following shall occur:

- (a) No later than five (5) business days after receiving the Notice of New Information, the Purchaser shall give the Seller written notice electing, in its sole discretion, either to:
  - (i) terminate this Agreement by providing written notice to the Escrow Agent and the Seller, whereupon the Escrow Agent shall refund the Deposit to the Purchaser, and the Parties shall be relieved of any further liability or obligation under this Agreement, except for such obligations as are expressly stated to survive termination; or
  - (ii) deem the applicable Seller's Representations and Warranties to be remade as of the date of the Notice of New information in order to take into account the New Information, and proceed to the Closing without deduction or offset against the Purchase Price. Such remaking of the applicable Seller's Representations and Warranties shall not be deemed a default under this Agreement.
- (b) All of the deadlines and time periods of this Agreement, including the Closing Date, shall automatically be extended for an additional ten (10) calendar days after the date of the Notice of New Information.

6. **Purchaser's Representations and Warranties.**

6.1 The Purchaser hereby represents and warrants to the Seller the following, which collectively are hereinafter referred to as the "Purchaser's Representations and Warranties":

- (a) Power and Authority. The Purchaser has full right, power, and authority to enter into and perform its obligations under this Agreement, including, without limitation, executing and delivering all of the documents or instruments required by the Purchaser to the Seller under this Agreement. The Purchaser duly authorizes the execution and delivery of this Agreement, and the consummation of the transaction contemplated by this Agreement.
- (b) Due Execution and Performance. This Agreement, along with all of the documents that the Purchaser must deliver at the Closing, shall be duly authorized and executed, and shall constitute the legal, valid, and binding obligations of the Purchaser.
- (c) Absence of Conflicts. To the best of the Purchaser's knowledge, the Purchaser's execution, delivery, and performance of the Agreement does not conflict with or violate (i) any contract, agreement, or arrangement to which the Purchaser is a party, or (ii) any statute, decree, judgment, regulation, order, or rule of any governmental authority having jurisdiction over the Purchaser.

6.2 As of the Closing Date, the Purchaser's Representations and Warranties are, or will be, true and correct in every material respect. The Purchaser's Representations and Warranties, and any document furnished or to be furnished by the Purchaser in accordance with this Agreement, do not contain any untrue statement of a material fact or fail to state a material fact necessary to make the statements contained herein.

7. **Seller's Covenants.** The Seller hereby warrants to and covenants with the Purchaser as follows:

7.1 Compliance. Prior to the Closing, the Seller shall comply with all of the covenants, conditions, and requirements set forth, imposed by, related to, or arising out of all statutes, laws, ordinances, rules, regulations, and Permits. Neither the Seller, nor any Person (as defined herein) controlled (as defined herein) by the Seller, shall apply for or seek to obtain any modification, amendment, or release of any statute, law, ordinance, rule, regulation, or Permit applicable to the Real Property if the granting of such modification, amendment, or release could have a materially adverse impact or effect upon the Real Property, or the use and development thereof, by the Purchaser, unless the Seller first obtains the specific prior written consent of the Purchaser. "Person" shall mean any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other enterprise, or any government or political subdivision

or any agency, department, or instrumentality thereof. The term “controlled” (as used in this Section 7.1) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any Person, whether through the ownership of voting securities or other beneficial interests, by contract or otherwise, and control shall not be deemed absent solely because another Person shall have veto power with respect to major decisions.

7.2 Maintenance of the Real Property. The Seller shall make a diligent and good faith effort to maintain and preserve the Real Property in substantially the same condition and repair as it is on the Effective Date, ordinary wear and tear excepted and damage by casualty or condemnation excepted (as provided in Section 13). None of the Personalty or fixtures shall be removed from the Real Property, unless replaced by personal property, fixtures, or inventory of equal or greater utility and value. The Seller shall not perform or allow the performance of any construction on the Real Property, except in the event of an emergency, in which case the Seller shall provide prompt notice to the Purchaser of the nature and scope of such construction.

7.3 Status of Agreements. The Seller shall not (i) make or permit any amendment or modification to any existing Contract, except that the Seller may extend an existing Contract’s term if such Contract is needed to maintain the Property and the extended term will expire before the Closing Date; and (ii) enter into any new contract, lease, or other agreement that would affect the Property, or be binding on the Purchaser after the Closing. The Seller shall not intentionally do any act or omit any act that shall cause a breach of any Contract, without the Purchaser’s prior written consent. Notwithstanding the above, prior to the date that the Purchaser delivers the Deposit to the Escrow Agent in accordance with Section 2.2(a), the Seller may (i) continue to market the Property for potential sale or lease; and (ii) enter into backup agreement(s) with potential purchasers or tenants, as applicable, to the extent that such agreements are expressly contingent on this Agreement and shall terminate upon the Purchaser delivering the Deposit pursuant to Section 2.2(a).

7.4 No Changes to Approved Title. The Seller shall not create or agree to create any matter affecting the Approved Title to the Property without the Purchaser’s prior written consent.

## 8. Inspection Period.

8.1 For a period of sixty (60) calendar days after the Effective Date (the “Inspection Period”), the Purchaser may enter the Property to determine, in its sole discretion, if the Property is suitable for the Purchaser. During the Inspection Period, the Purchaser, at its own expense, shall have the right to have its employees, agents, contractors, or subcontractors (“Consultant(s)”) inspect and investigate the Property to prepare surveys, conduct non-invasive Phase I environmental inspections, and perform other customary non-invasive tests and inspections (the “Inspections”).

8.2 Within two (2) business days after the Effective Date, the Seller shall make available to the Purchaser for inspection, review, and copying the Inspection Materials. If the Seller fails to timely make the Inspection Materials available to the Purchaser, the Inspection Period shall be extended for one (1) day for each day of delay in making such items available to the Purchaser. To the extent that any items on **Exhibit 3** are not in the Seller's possession or otherwise under its control (the "Unavailable Materials"), the Seller shall, at the time the Inspection Materials are made available to the Purchaser, provide the Purchaser with written confirmation that it does not have such Unavailable Materials.

8.3 Prior to any Inspections, the Purchaser must obtain the Seller's written consent for each Consultant to enter the Property, and for the timing and scope of the Inspections. Such written consent shall not be unreasonably withheld or delayed, and can be obtained through electronic mail ("email"). Notwithstanding, if the Seller fails to respond within three (3) calendar days of the Purchaser's request regarding its Inspections, the Seller shall be deemed to have consented to the request.

8.4 The Purchaser shall bear the cost of all Inspections and shall be responsible for and act as the generator with respect to any wastes generated by its Inspections, which obligation shall survive the termination of this Agreement.

8.5 In conducting the Inspections, the Purchaser and its Consultants shall conduct all operations on the Property in a reasonable manner, and shall not unreasonably interfere with the Seller's operation of the Property. The Purchaser shall not engage in any activity resulting in a mechanic's lien against the Real Property. Without waiving any rights or immunities that the Purchaser may have pursuant to Chapter 768, Florida Statutes, the Purchaser shall indemnify, defend, and hold the Seller harmless against any liens from a provider of work, labor, material, or services claiming by, through, or under the Purchaser as a result of the Inspections. This obligation of the Purchaser shall survive any termination of this Agreement.

8.6 If the transaction contemplated herein does not close, the Purchaser shall promptly restore any damage to the Property that resulted from such Inspections. This obligation of the Purchaser shall survive any termination of this Agreement.

8.7 By 5:00 P.M. (Eastern Time) on the sixtieth (60th) day of the Inspection Period (the "Inspection Termination Date"), the Purchaser must give the Seller written notice stating that it is either proceeding with the Closing or terminating this Agreement. If the Purchaser does not provide such notice by the Inspection Termination Date, the Purchaser shall be deemed to have elected to proceed with the Closing and the Deposit shall be due in accordance with Section 2.2(a), unless provided otherwise in this Agreement.

8.8 Notwithstanding anything to the contrary in this Agreement, the Purchaser may terminate this Agreement after the Inspection Termination Date if, prior to the Closing, the Purchaser discovers material information regarding the Property that was



actually known to the Seller and not disclosed to the Purchaser during the Inspection Period. If the Purchaser elects to terminate this Agreement in accordance with this Section 8.8, the Escrow Agent shall refund the Deposit to the Purchaser, and the Parties shall be relieved of any further liability or obligation under this Agreement, except for such obligations as are expressly stated to survive termination.

9. **Conditions Precedent to Closing.**

9.1 **Purchaser's Conditions.** The Purchaser's obligation to close the transaction contemplated by this Agreement is subject to the fulfillment of the following conditions, unless the Purchaser specifically and expressly waives any condition in writing:

- (a) **Correctness of the Seller's Representations and Warranties.** Each of the Seller's Representations and Warranties shall have been true, correct, and complete in all material respects when made and as though made on the Closing Date.
- (b) **Condition of Real Property.** The Seller shall have diligently and in good faith used diligent efforts to maintain and preserve the Real Property in substantially the same condition and repair as existing on the Inspection Termination Date. If, during the Inspection Period, the Purchaser has obtained a Phase 1 environmental assessment of the Real Property, any update of such assessment shall indicate that there is no material change in the environmental condition of the Real Property since the effective date of the original assessment(s).
- (c) **Compliance by the Seller with Agreement.** The Seller shall have performed and complied in all respects with all agreements, undertakings, and obligations of the Agreement.

9.2 **Seller's Conditions.** The Seller's obligation to close the transaction contemplated by this Agreement is subject to the fulfillment of the following conditions, unless the Seller specifically and expressly waives any condition in writing:

- (a) **Correctness of the Purchaser's Representations and Warranties.** Each of the Purchaser's Representations and Warranties shall have been true, correct, and complete in all material respects when made and on the Closing Date.
- (b) **Compliance by the Purchaser with Agreement.** The Purchaser shall have performed and complied in all respects with all agreements, undertakings, and obligations of the Agreement.
- (c) **Document Deliveries.** The Purchaser shall deliver at the Closing all of documents and other items specified in Sections 10.4 and 10.6.

9.3 Failure of Condition(s). If any condition precedent set forth in this Section 9 (a "Condition") is not satisfied as of the Closing Date, then the Party whose obligation to close is subject to such Condition (the "Benefitted Party") may elect, in its sole discretion, to (i) terminate this Agreement by providing written notice to the Escrow Agent and the other Party, or (ii) waive the satisfaction of such Condition in writing, and proceed with the Closing, or (iii) pursue its other rights and remedies under Section 12 of this Agreement. If the Benefitted Party elects to terminate this Agreement in accordance with this Section 9.3, the Escrow Agent shall refund the Deposit to the Purchaser, and the Parties shall be relieved of any further liability or obligation under this Agreement, except for such obligations as are expressly stated to survive termination. Notwithstanding, the Benefitted Party does not have a right to terminate the Agreement under this Section 9.3, or to pursue its other remedies on account thereof, if the subject Condition is unsatisfied as a result of a wrongful act or omission of the Benefitted Party.

## 10. Closing.

10.1 Time and Place. The Closing shall be held by mail and electronic correspondence through the office of the Title Agent, or at such other place or method of closing as may be mutually agreed to between the Parties, on (or, at the Purchaser's option, before) thirty (30) business days after the Inspection Termination Date, unless extended pursuant to the provisions of this Agreement (the "Closing Date").

10.2 Closing Expenses. At or before the Closing:

- (a) The Seller shall pay the title update fee, the cost of recording any corrective instruments, the cost of recording the conveyance documents from the Seller to the Purchaser, and the cost of documentary tax and surtax stamps due on the deed(s) of conveyance;
- (b) The Purchaser shall pay the cost of the Survey and the premium for the Closing Commitment; and
- (c) Each Party shall pay any fees due to its attorneys or other consultants.

10.3 Delivery of Documents by the Seller. At the Closing, the Seller shall execute and/or deliver (as applicable) to the Purchaser the following:

- (a) A Special Warranty Deed conveying the Property in the form attached hereto as **Exhibit 4**, subject only to the Permitted Exceptions ("Deed");
- (b) An absolute bill of sale with respect to the Personalty, in the form attached hereto as **Exhibit 5**;

- (c) An assignment and assumption of the Permits, Other Property, and Proprietary Rights, in the form attached hereto as **Exhibit 6**, along with executed transfer applications for all Permits requiring the Seller's authorization for transfer;
- (d) Appropriate evidence of the Seller's existence and authority to sell and convey the Property;
- (e) An affidavit of the Seller, substantially in the form attached hereto as **Exhibit 7** and dated as of the Closing Date;
- (f) An affidavit, in the form attached hereto as **Exhibit 8**, sufficient to exempt the transaction from the withholding provisions of the Foreign Investment in Real Property Tax Act, Section 1445(b)(2) of the Internal Revenue Code of 1954 ("FIRPTA"), establishing that the Seller is not a "foreign person" as defined in FIRPTA;
- (g) A certificate, substantially in the form attached hereto as **Exhibit 9**, confirming that the Seller's Representations and Warranties remain true and correct in all material respects as though made on the Closing Date;
- (h) All documents and instruments reasonably required by the Title Agent to issue the Title Policy;
- (i) Updated lists of Personalty, Permits, Other Property, and Proprietary Rights, dated as of the Closing Date and sworn and certified by the Seller to be accurate in all respects (which updated lists must reflect compliance with the terms and provisions of this Agreement);
- (j) The originals of all Permits, Other Property, and Proprietary Rights (which may be delivered to the Purchaser at the Property);
- (k) Evidence of the termination of all Contracts;
- (l) Possession of the Property by the Purchaser;
- (m) Keys to all locks located in the Property, to the extent in the Seller's possession or control (which may be delivered to the Purchaser at the Property); and
- (n) 1099 form.

10.4 Delivery by the Purchaser. At the Closing, the Purchaser shall execute and/or deliver (as applicable) to the Seller the following:

- (a) Balance of the Purchase Price, as described in Section 2.3(b), by bank wire transfer of immediately available funds to the Seller's Account;
- (b) Acceptance of the assignment and assumption of the Permits, Other Property, and Proprietary Rights, in the form attached hereto as **Exhibit 6**, and acceptance of any transfer applications executed by the Seller in accordance with Section 10.3(c);
- (c) Appropriate evidence of the Purchaser's existence and authority to purchase the Property; and
- (d) A certificate of the Purchaser certifying that the Purchaser's Representations and Warranties are true and correct in all material respects as though made on the Closing Date.

10.5 Prorations. Except as otherwise set forth herein, the following items shall be prorated, credited, debited, and adjusted between the Seller and the Purchaser as of 12:01 A.M. (Eastern Time) on the Closing Date. For the purposes of calculating prorations, the Purchaser shall be deemed to be in title to the Property, and therefore entitled to the income and responsible for the expenses, for the entire day in which the Closing occurs. Except as hereinafter expressly provided, all prorations shall be done on the basis of the actual number of days of ownership of the Property by the Seller and the Purchaser relative to the applicable period:

- (a) Real Property Taxes. Real estate and personal property taxes (at the maximum discounted value) affecting, or related to, the Property shall be prorated based on the most recent prior tax bill. By or at the Closing, and if not paid, the Seller shall pay or provide for payment of all real estate and personal property taxes applicable to the Property for the calendar years preceding the year of the Closing. If the Closing shall occur between January 1 and November 1, the Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Broward County Revenue Collection Division an amount equal to current taxes prorated to the date of conveyance of the Deed, based upon the current assessment and millage rates on the Property.
- (b) Utilities. Water, sewer, electricity, gas, trash collection, and other utilities shall be determined by meter readings taken by the utilities as close to the Closing Date as shall be practicable and the charges so determined shall be paid by the Seller by prompt remittance or deduction from any deposits made by the Seller. The Seller shall be entitled to the refund of any remaining balance of said deposits made for any such utilities or services, and the Purchaser shall place its own deposits with the utility or service providers.

10.6 Execution and Delivery of Closing Statement. At the Closing, in addition to any other documents required to be executed and delivered in counterparts by both Parties, the Seller and the Purchaser shall execute and deliver to each other separate closing statements accounting for the sums adjusted or disbursed at the Closing.

11. **Brokers.**

11.1 The Seller represents and warrants to the Purchaser that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby, other than ComReal Fort Lauderdale, which shall be paid a commission by the Seller pursuant to the terms of a separate agreement. The Seller agrees to pay any and all real estate commissions in connection with this Agreement for any claim arising from the Seller's agent or broker for commissions, if owing. The provisions of this Section 11.1 shall survive the Closing and delivery of the Deed.

11.2 The Purchaser represents and warrants to the Seller that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby. The Purchaser agrees to pay any and all real estate commissions in connection with this Agreement for any claim arising from the Purchaser's agent or broker for commissions, if owing. The provisions of this Section 11.2 shall survive the Closing and delivery of the Deed.

12. **Default.**

12.1 Purchaser's Default. If the Purchaser breaches its representations, warranties, covenants, or agreements under this Agreement, or has failed or is unable to consummate the sale of the Property by the Closing Date, then the Seller shall, as its exclusive remedy, be entitled to receive the Deposit as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of the Seller against the Purchaser by reason of such default. In such event, this Agreement shall terminate and the Parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein. The Parties acknowledge that the damages to the Seller resulting from the Purchaser's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section 12.1 represents the Parties' best efforts to approximate such potential damages.

12.2 Seller's Default. If the Seller breaches its representations, warranties, covenants, or agreements under this Agreement, or has failed or is unable to consummate the sale of the Property by the Closing Date, then the Purchaser may either:

- (a) waive such default in writing and proceed to the Closing without deduction or offset against the Purchase Price;

- (b) commence an action for specific performance of the terms of this Agreement within forty-five (45) calendar days after the scheduled Closing Date; or
- (c) terminate this Agreement, whereupon (i) the Escrow Agent shall promptly return the Deposit to the Purchaser in accordance with the Escrow Instructions, (ii) the Seller shall reimburse the Purchaser for reasonable third party out-of-pocket costs and expenses incurred by the Purchaser relating to this transaction, including, without limitation, inspection costs, title expenses, and reasonable attorneys' fees, in an amount not to exceed Three Hundred Thousand Dollars (\$300,000), and (iii) neither Party shall have any further rights or obligations under this Agreement, except for those that expressly survive the termination of this Agreement.

13. **Casualty or Condemnation.**

13.1 **Casualty.** The Seller assumes all risks and liability for damage to, or injury occurring on, the Property by fire, storm, accident, or any other casualty or cause ("Casualty") until the Closing has been consummated. If a Casualty causes the Real Property to suffer damage prior to the Closing, then the Seller shall promptly provide the Purchaser with written notice describing such Casualty, specifying an estimate for the costs of repairing the damage based on information reasonably satisfactory to the Purchaser (the "Estimate"), and identifying the available insurance proceeds ("Casualty Notice"). The Casualty Notice shall also include certificates of insurance for all policies in force for the Property.

- (a) If the Casualty Notice specifies an Estimate equal to or in excess of Seventy-Five Thousand Dollars (\$75,000), the Purchaser may immediately terminate this Agreement by giving notice to the Seller not later than ten (10) calendar days after receiving the Casualty Notice. In the event that the Agreement is terminated under this Section 13.1(a), the Deposit shall be returned to the Purchaser and neither Party shall have any further obligations under this Agreement, except for those that expressly survive the termination of this Agreement.
- (b) If the Casualty Notice specifies an Estimate less than Seventy-Five Thousand Dollars (\$75,000), or the Purchaser does not exercise its right to terminate in accordance with Section 13.1(a), the Parties shall proceed with the Closing. In such event, the Seller shall assign to the Purchaser its interest in all insurance proceeds for the damage resulting from the subject Casualty, and credit against the Purchase Price the amount of any deductible, any proceeds previously

received by the Seller on account thereof, and any deficiency between the proceeds and the Estimate.

13.2 Condemnation. If, prior to the Closing, any portion of the Real Property is subject to a bona fide threat of condemnation by a governmental authority or entity (other than by the Purchaser) having the power of eminent domain, or is taken by eminent domain or condemnation, or sale in lieu thereof (other than by the Purchaser) (“Event of Condemnation”), then the Seller shall promptly provide the Purchaser with written notice describing such Condemnation and, if available, identifying the proceeds awarded, or to be awarded, as a result of the Condemnation (“Condemnation Notice”).

- (a) In the event that the Purchaser receives a Condemnation Notice from the Seller, all of the deadlines and time periods of this Agreement, including the Closing Date, shall automatically be extended for an additional thirty (30) calendar days.
- (b) If an Event of Condemnation occurs, the Purchaser may immediately terminate this Agreement by giving notice to the Seller not later than thirty (30) calendar days after receiving the Condemnation Notice. In the event that the Agreement is terminated under this Section 13.2(b), the Deposit shall be returned to the Purchaser and neither Party shall have any further obligations under this Agreement, except for those that expressly survive the termination of this Agreement.
- (c) If the Purchaser does not exercise its right to terminate in accordance with Section 13.2(b), the Parties shall proceed with the Closing on the extended Closing Date described in Section 13.2(a). In such event, the Seller shall assign to the Purchaser its interests in any condemnation award.

13.3 Tropical Storm or Hurricane Watch/Warning. In addition to the foregoing, if Broward County, Florida (“County”) is under a tropical storm or hurricane watch or warning at any time within five (5) calendar days of the Closing, the Purchaser shall be entitled to delay the Closing until such time as the County is no longer under a tropical storm or hurricane watch or warning. If the tropical storm or hurricane impacts the Real Property during such time, the Parties shall proceed pursuant to Section 13.1 above.

14. Escrow Agent. The Deposit shall be held and disbursed by the Escrow Agent upon the following terms:

14.1 Upon the Closing of this transaction on the Closing Date, the Escrow Agent shall pay the Deposit to the Seller, as provided in Section 2.3(a).

14.2 In the event that the Agreement is terminated, the Escrow Agent shall pay the Deposit to the appropriate Party in accordance with the terms of this Agreement (“Recipient Party”). Before disbursing the Deposit to the Recipient Party, the Escrow Agent shall give the other Party (“Non-recipient Party”) written notice at least three (3) business days before such disbursement (“Disbursement Notice”). If the Non-Recipient Party fails to give the Recipient Party and the Escrow Agent a written objection within three (3) business days after receiving the Disbursement Notice, the Non-Recipient Party shall be deemed to accept the disbursement of the Deposit to the Recipient Party.

14.3 In the event of a dispute regarding the disbursement of the Deposit, the Escrow Agent shall not make any delivery, but shall hold the Deposit until given direction in writing for the disposition of the Deposit signed by both the Seller and the Purchaser, or in the absence of such direction, the Escrow Agent may: (i) hold the Deposit until final determination is made regarding the Parties’ rights in an appropriate proceeding, or (ii) bring an interpleader action in a court having jurisdiction and place the Deposit in the registry of such court, as may be ordered by the court. In any action regarding the Deposit, Escrow Agent shall be reimbursed for all reasonable costs and expenses incurred by the Escrow Agent, including, but not limited to, reasonable attorneys’ fees and costs, by the Party who shall be determined not to be entitled to receive the Deposit. Upon the Escrow Agent making delivery of the Deposit as provided in this Agreement, the Escrow Agent shall have no further liability to the Parties to this Agreement.

14.4 It is understood that the duties of the Escrow Agent are only as specifically stated in this Agreement, and are purely ministerial in nature. The Escrow Agent shall incur no liability whatsoever except for willful misconduct or gross negligence, as long as the Escrow Agent acts in good faith. The Seller and the Purchaser hereby release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith performance of its duties under this Agreement.

15. **Miscellaneous.**

15.1 Notices. For a notice to a Party to be effective under this Agreement, written notice must be sent via U.S. first-class mail, along with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section 15.1.

Notice to Purchaser:

Broward County Administrator  
Government Center, Room 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: bhenry@broward.org



With a copy to:  
Director of Real Property Section  
Governmental Center, Room 501  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: pbhogaita@broward.org

Notice to Seller:  
Goddard Investment Group, LLC  
Attention: Ben Mullenix  
1445 Ross Ave, Suite 5100  
Dallas, Texas 75202  
Email: bmullenix@goddard-group.com

With a copy to:  
Goddard Investment Group, LLC  
Attention: Tom Dotzenrod  
3390 Peachtree Road, NE, Suite 1200  
Atlanta, Georgia 30326  
Email: tdotzenrod@goddard-group.com

15.2 Amendments. No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the Seller and the Purchaser. In the event that the Parties mutually agree to modify, amend, or alter the Agreement in order to extend the Closing Date, the Purchaser may execute the written document for such extension by acting through its Broward County Director of Real Property Section.

15.3 Assignment. This Agreement, or any right or interest herein, shall not be assigned, transferred, or otherwise encumbered by a Party without the prior written consent of the other Party. To be effective, any such assignment, transfer, or encumbrance must be contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the Seller and the Purchaser.

15.4 Materiality and Waiver of Breach. The Seller and the Purchaser agree that each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and that each is, therefore, a material term of this Agreement. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

15.5 Third Party Beneficiaries. Neither the Seller nor the Purchaser intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15.6 Time is of the Essence. Time is of the essence throughout this Agreement. In computing time periods of less than six (6) calendar days, Saturdays, Sundays, and state or national legal holidays shall be excluded. Any time periods provided for herein that end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 P.M. (Eastern Time) of the next business day.

15.7 Public Disclosure. The Seller hereby represents and warrants that the name and address of every person or firm having a beneficial interest in the Property is set forth on **Exhibit 10** attached hereto. Before the Effective Date, and in accordance with Section 286.23, Florida Statutes, the Seller shall execute and deliver to the Purchaser the Public Disclosure Affidavit, substantially in the form of **Exhibit 11**, attached to and made a part of this Agreement.

15.8 Compliance with Laws. The Seller and the Purchaser shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations when performing their respective duties, responsibilities, and obligations under this Agreement.

15.9 Joint Preparation. The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been their joint effort. The Agreement expresses the Parties' mutual intent, and it shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

15.10 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

15.11 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to,

referenced by, or incorporated in this Agreement and any provision of Sections 1 through 15 of this Agreement, the provisions contained in Sections 1 through 15 of this Agreement shall prevail and be given effect.

15.12 Prior Agreements. This Agreement represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

15.13 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 the County Public Health Unit.

15.14 Severability. In the event that any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect unless both the Seller and the Purchaser elect to terminate the Agreement. The election to terminate this Agreement pursuant to this Section 15.14 shall be made within seven (7) calendar days after the court's finding becomes final.

15.15 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, or, in appropriate cases, in United States District Court for the Southern District of Florida, and venue for litigation arising out of this Agreement shall be exclusively in such courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE SELLER AND THE PURCHASER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION 15.15, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

15.16 Attorneys' Fees. Each Party shall bear its own attorneys' fees in any litigation or proceeding arising under this Agreement, unless otherwise expressly stated in this Agreement.

15.17 Representation of Authority. Each individual executing this Agreement on behalf of a Party hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

15.18 Counterparts. This Agreement may be executed in counterparts. Each executed counterpart will constitute an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart but only that each Party shall sign at least one such counterpart.

**[SIGNATURE PAGES AND EXHIBITS FOLLOW]**

IN WITNESS WHEREOF, the parties have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and GVAOII 1801 NW LLC, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**WITNESSED BY:**

**SELLER:**

[Signature]  
Name: Russell Read

[Signature]  
Name: Lindsay Fetters

GVAOII 1801 NW LLC, a Georgia limited liability company

By: GODDARD VALUE-ADD OFFICE FUND II, L.P., its sole member

By: GODDARD VAO FUND II GP, LLC, its general partner

By: GODDARD INVESTMENT GROUP, LLC, its manager *Grav, TKD*

By: [Signature]  
Name: Robert C. Goddard, III  
Title: Chairman and CEO *TKD*

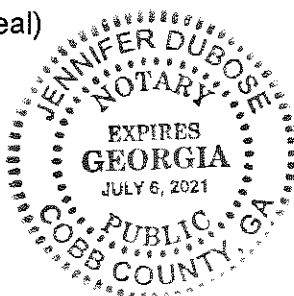
STATE OF Georgia  
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of November, 2018, by Robert C. Goddard, III, as Chief Executive Officer of Goddard Investment Group, LLC, which is the sole manager of Goddard VAO Fund II GP, LLC, which is the sole general partner of Goddard Value-Add Office Fund II, G.P., which is the sole member of GVAOII 1801 NW LLC, a Georgia limited liability company, X who is personally known to me or  who has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC  
Jennifer Dubose  
(Printed Name of Notary)

Commission Expires: 7/6/2021  
Commission No. \_\_\_\_\_

(Seal)



**PURCHASE AND SALE AGREEMENT BETWEEN GVAOII 1801 NW LLC AND BROWARD COUNTY.**

**PURCHASER:**

BROWARD COUNTY, by and through its Board of County Commissioners

**WITNESSED BY:**

Name: \_\_\_\_\_


Name: \_\_\_\_\_

By: \_\_\_\_\_  
County Administrator

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By:  11/30/18  
Irma Qureshi (Date)  
Assistant County Attorney

By:  11/30/18 for  
Annika E. Ashton (Date)  
Senior Assistant County Attorney

**JOINDER OF ESCROW AGENT**

The undersigned Escrow Agent hereby joins in this Agreement to acknowledge receipt of the Deposit and a copy of this Agreement and agrees to hold and disburse the Deposit in accordance with the provisions of this Agreement. It is expressly acknowledged and agreed to by the Escrow Agent that in no event shall the joinder, consent, agreement, or signature of the Escrow Agent be necessary or required in connection with any amendment, modification or termination of this Agreement. In connection with the requirements for information reporting on real estate transactions with dates of closing on or after January 1, 1991 contained in Section 1.6045-4(e)(5) of the Internal Revenue Code, the Escrow Agent is designated as the "Reporting Person" with respect to the transaction evidenced by this Agreement.

\_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT 1**  
**THE LAND**

Portions of Tracts 'A', 'C' and 'D', COMMERCE PARK, according to the Plat thereof, as recorded in Plat Book 112, Page 18, of the Public Records of Broward County, Florida, described as follows:

Commence at the Northwest corner of said Tract 'A'; thence North 88 degrees 34 minutes 51 seconds East, along a Northerly boundary of said Tract 'A', a distance of 178.00 feet to the point of beginning; thence continue North 88 degrees 34 minutes 51 seconds East, along the last described course, a distance of 22.00 feet; thence South 01 degree 25 minutes 09 seconds East, a distance of 230.00 feet; thence North 88 degrees 34 minutes 51 seconds East, a distance of 328.34 feet to a point of curvature of a curve concave to the North; thence Easterly along the arc of said curve having a radius of 186.11 feet, a central angle of 28 degrees 14 minutes 07 seconds and an arc length of 91.72 feet to a point of intersection with a curve concave to the Northeast, the radius point of said curve bears North 60 degrees 20 minutes 43 seconds East from the last described point; thence Southeasterly along the Easterly boundary of said Tracts 'A' and 'C' and the arc of said curve having a radius of 340.00 feet, a central angle of 24 degrees 07 minutes 40 seconds and an arc length of 143.18 feet; thence South 29 degrees 50 minutes 12 seconds West, a distance of 363.14 feet; thence South 60 degrees 09 minutes 48 seconds East, a distance of 416.01 feet to a point on the arc of a curve concave to the Northwest, the radius point of said curve bears North 39 degrees 25 minutes 15 seconds West, from the last described point; thence Southwesterly and Westerly along the arc of said curve having a radius of 270.00 feet, a central angle of 38 degrees 00 minutes 42 seconds and an arc length of 179.12 feet to a point of tangency; thence South 88 degrees 35 minutes 27 seconds West, a distance of 100.00 feet to a point of curvature of a curve concave to the Northeast, thence Westerly and Northwesterly along the arc of said curve having a radius of 270.00 feet, a central angle of 45 degrees 00 minutes 00 seconds, and an arc length of 212.06 feet to a point of tangency; thence North 46 degrees 24 minutes 33 seconds West, a distance of 160.00 feet to a point of curvature of a curve concave to the Southwest; thence Northwesterly and Westerly along the arc of said curve having a radius of 330.00 feet, a central angle of 34 degrees 11 minutes 30 seconds and an arc length of 196.93 feet, the last five (5) described courses being coincident with the Southerly boundary of said Tracts 'C' and 'D'; thence North 30 degrees 23 minutes 35 seconds East, a distance of 305.01 feet; thence North 01 degrees 25 minutes 09 seconds West, a distance of 105.46 feet; thence South 88 degrees 34 minutes 51 seconds West, a distance of 69.56 feet to a point of curvature of a curve concave to the Northeast, thence Westerly, Northwesterly and Northerly along the arc of said curve, having a radius of 47.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and an arc length of 73.83 feet to a point of tangency; thence North 01 degree 25 minutes 09 seconds West, a distance of 205.00 feet to the Point of Beginning.

Said lands lying in the City of Fort Lauderdale, Broward County, Florida, containing 5.967 acres (259,913 square feet), more or less.



**EXHIBIT 2**  
**PERMITS**

Certificate of Operation for elevators, BCID# 55929, 8/1/2019 expiration

Certificate of Operation for elevators, BCID# 55928, 8/1/2019 expiration

Hazardous Material Management Facility License, License # ST-04805-18, 11/30/2020 expiration

Florida Department of Environmental Protection Storage Tank Registration Placard, Placard # 534154, Facility ID 9805478, 6/30/2019 expiration

Broward County Surface Water Management License, SWM1998-013-2 issued 2/19/1998

Environmental Resource Permit # 06-00188-S-07 issued 2/19/1998

Fire Alarm and Emergency Communication System annual inspection, next inspection due by 2/23/2019

Automatic Fire Sprinkler System annual inspection, next inspection due by 12/20/2018

City of Fort Lauderdale, Backflow Prevention Assembly Test annual inspection, next inspection due by 12/4/2018

Generator annual inspection, next inspection due by 6/20/2019

**EXHIBIT 3**  
**INSPECTION MATERIALS**

- A. The Seller shall, no later than two (2) business days after the Effective Date, deliver to the Purchaser a true and complete copy of the following items:
1. All Contracts, as defined in Section 4.3(a), including amendments, letter agreements, and any correspondence files.
  2. Last three (3) years of real estate tax bills, current year's tax notice (if received), special assessments, and personal property tax bills.
  3. All sales tax returns and evidence of payments thereof in connection with the Property (as defined in Section 1) made during the past two (2) years.
  4. List of utility meters and the last twelve (12) months of utility bills.
  5. Schedule of personal property (including the copies of any warranties, and operation and maintenance manuals).
  6. Continuing brokerage and leasing commission agreements and obligations.
  7. Site plans (with dimensions); base building plans and specifications; floor plans; shop drawings (including notices of acceptance); engineering reports; and as-built drawings for all disciplines, and of any improvements, remodel, renovations, and additions.
  8. Environmental reports (any and all Phase I, II, or III reports, regulatory searches, asbestos, etc.), together with all correspondence, notices, directives to or from governmental authorities relating to the environmental condition of the Property.
  9. Soil sampling reports, soil boring reports, and geotechnical reports.
  10. All correspondence, notices, directives to or from governmental authorities relating to the transfer or assignment of any Permit to the Seller.
  11. All records of repair, maintenance, and replacement relating to the Property made during the past two (2) years in excess of \$5,000; all reports, surveys, inspections, certifications, assessments, and records of building systems and conditions of the Property, including, without limitation, building envelope, emergency generator, fire protection system, water pressure (flow test), backflow preventers, roof, HVAC, electrical systems, or elevators.
  12. Certificates of occupancy regarding the Improvements.
  13. Warranties (construction, roof, mechanical, equipment, etc.) presently in effect, if any.
  14. All Permits, including utility permits, by the City of Fort Lauderdale, Broward County, the State of Florida, and any Federal agencies.
  15. Any vesting deeds.
  16. Schedule of capital improvements made during the past two (2) years in excess of \$5,000.

17. Existing survey of the Property (with elevations and/or elevation certificate).
  18. Existing Title Insurance Policy with respect to the Property.
  19. Any traffic studies completed for the Property.
  20. Structural reports.
  21. Unrecorded easements and licenses for the benefit of the Property or of third parties bordering the Property.
  22. Notification of any threatened or filed lawsuits regarding the Property.
- B. During the Inspection Period, the Seller shall provide such additional information as may be reasonably requested by the Purchaser, provided that such information is maintained by the Seller.

**EXHIBIT 4**  
**DEED**

THIS DOCUMENT WAS PREPARED BY:

\_\_\_\_\_

Attention: \_\_\_\_\_

Folio Number: 4942-16-15-0010

AFTER RECORDING

RETURN TO:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SPECIAL WARRANTY DEED**

This SPECIAL WARRANTY DEED, made and executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between GVAOII 1801 NW LLC, a Georgia limited liability company ("Grantor"), whose address is 3390 Peachtree Road NE, Ste. 1200, Atlanta, Georgia, 30326, and BROWARD COUNTY, a political subdivision of the State of Florida ("Grantee"), whose mailing address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

**WITNESSETH:**

That Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey, and confirm to Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of Broward, State of Florida (herein the "Property"):

**See Exhibit A, attached hereto and made a part hereof.**

TOGETHER with all improvements and fixtures thereon and all the tenements, hereditaments, easements, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the Property in fee simple forever.

AND Grantor hereby covenants with Grantee that the Property is free from all encumbrances made by Grantor, and Grantor does bind Grantor, and its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, and its successors and assigns, against every person lawfully claiming the Property, or any part thereof, by, through, or under the Grantor, but none others.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and all other matters of record; and real estate taxes for this year 20\_\_ and all subsequent years.

**IN WITNESS WHEREOF**, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed, and delivered in the presence of two witnesses as required by law:

**WITNESSED BY:**

**GRANTOR:**

GVAOII 1801 NW LLC, a Georgia limited liability company

\_\_\_\_\_  
Name: \_\_\_\_\_

By: GODDARD VALUE-ADD OFFICE FUND II, L.P., its sole member

\_\_\_\_\_  
Name: \_\_\_\_\_

By: GODDARD VAO FUND II GP, LLC, its general partner

By: GODDARD INVESTMENT GROUP, LLC, its manager

By: \_\_\_\_\_  
Name: Robert C. Goddard, III  
Title: Chairman and CEO

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of GVAOII 1801 NW LLC, a Georgia limited liability company,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

Affix seal below:

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
Expiration Date

## EXHIBIT A

Portions of Tracts 'A', 'C' and 'D', COMMERCE PARK, according to the Plat thereof, as recorded in Plat Book 112, Page 18, of the Public Records of Broward County, Florida, described as follows: Commence at the Northwest corner of said Tract 'A'; thence North 88 degrees 34 minutes 51 seconds East along a Northerly boundary of said Tract 'A', a distance of 178.00 feet to the point of beginning; thence continue North 88 degrees 34 minutes 51 seconds East along the last described course, a distance of 22.00 feet; thence South 01 degree 25 minutes 09 seconds East, a distance of 230.00 feet; thence North 88 degrees 34 minutes 51 seconds East, a distance of 328.34 feet to a point of curvature of a curve concave to the North; thence Easterly along the arc of said curve having a radius of 186.11 feet, a central angle of 28 degrees 14 minutes 07 seconds and an arc length of 91.72 feet to a point of intersection with a curve concave to the Northeast, the radius point of said curve bears North 60 degrees 20 minutes 43 seconds East from the last described point; thence Southeasterly along the Easterly boundary of said Tracts 'A' and 'C' and the arc of said curve having a radius of 340.00 feet, a central angle of 24 degrees 07 minutes 40 seconds and an arc length of 143.18 feet; thence South 29 degrees 50 minutes 12 seconds West, a distance of 363.14 feet; thence South 60 degrees 09 minutes 48 seconds East, a distance of 416.01 feet to a point on the arc of a curve concave to the Northwest, the radius point of said curve bears North 39 degrees 25 minutes 15 seconds West from the last described point; thence Southwesterly and Westerly along the arc of said curve having a radius of 270.00 feet, a central angle of 38 degrees 00 minutes 42 seconds and an arc length of 179.12 feet to a point of tangency; thence South 88 degrees 35 minutes 27 seconds West, a distance of 100.00 feet to a point of curvature of a curve concave to the Northeast, thence Westerly and Northwesterly along the arc of said curve having a radius of 270.00 feet, a central angle of 45 degrees 00 minutes 00 seconds, and an arc length of 212.06 feet to a point of tangency; thence North 46 degrees 24 minutes 33 seconds West, a distance of 160.00 feet to a point of curvature of a curve concave to the Southwest; thence Northwesterly and Westerly along the arc of said curve having a radius of 330.00 feet, a central angle of 34 degrees 11 minutes 30 seconds and an arc length of 196.93 feet, the last five (5) described courses being coincident with the Southerly boundary of said Tracts 'C' and 'D'; thence North 30 degrees 23 minutes 35 seconds East, a distance of 305.01 feet; thence North 01 degrees 25 minutes 09 seconds West, a distance of 105.46 feet; thence South 88 degrees 34 minutes 51 seconds West, a distance of 69.56 feet to a point of curvature of a curve concave to the Northeast, thence Westerly, Northwesterly and Northerly along the arc of said curve, having a radius of 47.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and an arc length of 73.83 feet to a point of tangency; thence North 01 degree 25 minutes 09 seconds West, a distance of 205.00 feet to the Point of Beginning.

Said lands lying in the City of Fort Lauderdale, Broward County, Florida, containing 5.967 acres (259,913 square feet), more or less.

**EXHIBIT 5**  
**BILL OF SALE**

\_\_\_\_\_, a \_\_\_\_\_ (“Seller”), in consideration of the sum of Ten and 00/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and adequacy and sufficiency of which are hereby acknowledged does hereby sell, assign, transfer, and set over to \_\_\_\_\_ (“Grantee”), the person, described on **Schedule 1** attached hereto and made a part hereof, presently located on that certain real estate, legally described on **Schedule 2** attached hereto and made a part hereof (the “Real Estate”).

The Seller does hereby covenant with the Purchaser that at the time of delivery of this Bill of Sale, the Seller owns the Personal Property free from all encumbrances made by the Seller, and that the Seller will warrant and defend the same against the lawful claims and demands of all persons whomsoever lawfully claiming the same, or any part thereof, by, through, or under the Seller but not otherwise.

Date: \_\_\_\_\_, 20\_\_

**WITNESSED BY:**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**SELLER:**

GVAOII 1801 NW LLC, a Georgia limited liability company

By: GODDARD VALUE-ADD OFFICE FUND II, L.P., its sole member

By: GODDARD VAO FUND II GP, LLC, its general partner

By: GODDARD INVESTMENT GROUP, LLC, its manager

By: \_\_\_\_\_  
Name: Robert C. Goddard, III  
Title: Chairman and CEO

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of GVAOII 1801 NW LLC, a Georgia limited liability company,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

Affix seal below:

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
Expiration Date

**SCHEDULE 1  
PERSONALTY**

1. All rights, title, and interests of the Seller in and to the minerals, soil, flowers, shrubs, and trees on, under, or above the Real Estate, or any part or parcel thereof.
2. All keys to the improvements on the Real Estate in the possession of the Seller or Seller's agent.
3. All machinery, appliances, equipment, signs, furniture, supplies, furnishings, and all other tangible personal property, of whatever kind or nature, now owned by the Seller and located in or on, or attached to, the Real Estate, buildings, structures, improvements, or fixtures; all building materials and goods procured for use or in connection with the foregoing; and all contractual rights relating to the foregoing.
4. All contract rights, inventory, and records relating to the Real Estate.
5. All of the water, sanitary, and storm sewer systems owned by the Seller, if any, which are located by, over, under, or on the Real Estate, or any part or parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves, and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes, and appurtenances.
6. All paving for streets, roads, walkways, or entrance ways owned by the Seller, if any, and which are located on the Real Estate, or any part or parcel thereof.



**SCHEDULE 2  
LEGAL DESCRIPTION**

Portions of Tracts 'A', 'C' and 'D', COMMERCE PARK, according to the Plat thereof, as recorded in Plat Book 112, Page 18, of the Public Records of Broward County, Florida, described as follows:

Commence at the Northwest corner of said Tract 'A'; thence North 88 degrees 34 minutes 51 seconds East, along a Northerly boundary of said Tract 'A', a distance of 178.00 feet to the point of beginning; thence continue North 88 degrees 34 minutes 51 seconds East, along the last described course, a distance of 22.00 feet; thence South 01 degree 25 minutes 09 seconds East, a distance of 230.00 feet; thence North 88 degrees 34 minutes 51 seconds East, a distance of 328.34 feet to a point of curvature of a curve concave to the North; thence Easterly along the arc of said curve having a radius of 186.11 feet, a central angle of 28 degrees 14 minutes 07 seconds and an arc length of 91.72 feet to a point of intersection with a curve concave to the Northeast, the radius point of said curve bears North 60 degrees 20 minutes 43 seconds East from the last described point; thence Southeasterly along the Easterly boundary of said Tracts 'A' and 'C' and the arc of said curve having a radius of 340.00 feet, a central angle of 24 degrees 07 minutes 40 seconds and an arc length of 143.18 feet; thence South 29 degrees 50 minutes 12 seconds West, a distance of 363.14 feet; thence South 60 degrees 09 minutes 48 seconds East, a distance of 416.01 feet to a point on the arc of a curve concave to the Northwest, the radius point of said curve bears North 39 degrees 25 minutes 15 seconds West, from the last described point; thence Southwesterly and Westerly along the arc of said curve having a radius of 270.00 feet, a central angle of 38 degrees 00 minutes 42 seconds and an arc length of 179.12 feet to a point of tangency; thence South 88 degrees 35 minutes 27 seconds West, a distance of 100.00 feet to a point of curvature of a curve concave to the Northeast, thence Westerly and Northwesterly along the arc of said curve having a radius of 270.00 feet, a central angle of 45 degrees 00 minutes 00 seconds, and an arc length of 212.06 feet to a point of tangency; thence North 46 degrees 24 minutes 33 seconds West, a distance of 160.00 feet to a point of curvature of a curve concave to the Southwest; thence Northwesterly and Westerly along the arc of said curve having a radius of 330.00 feet, a central angle of 34 degrees 11 minutes 30 seconds and an arc length of 196.93 feet, the last five (5) described courses being coincident with the Southerly boundary of said Tracts 'C' and 'D'; thence North 30 degrees 23 minutes 35 seconds East, a distance of 305.01 feet; thence North 01 degrees 25 minutes 09 seconds West, a distance of 105.46 feet; thence South 88 degrees 34 minutes 51 seconds West, a distance of 69.56 feet to a point of curvature of a curve concave to the Northeast, thence Westerly, Northwesterly and Northerly along the arc of said curve, having a radius of 47.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and an arc length of 73.83 feet to a point of tangency; thence North 01 degree 25 minutes 09 seconds West, a distance of 205.00 feet to the Point of Beginning.

Said lands lying in the City of Fort Lauderdale, Broward County, Florida, containing 5.967 acres (259,913 square feet), more or less.

**EXHIBIT 6**  
**ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY**

For Ten and 00/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned ("Assignor"), does hereby sell, assign, transfer, and convey unto BROWARD COUNTY, a political subdivision of the State of Florida ("Assignee"), all of the Assignor's right, title, and interest in and to the following described property:

1. All assignable guarantees, warranties, commitments, and indemnification, if any, received from suppliers, contractors, materialmen, or subcontractors arising out of, or in connection with, the installation, construction, or maintenance of the improvements located on the Land, including, without limitation, the right to sue any obligor for any breach of any covenant, agreement, representation, warranty, or guarantee contained therein;
2. All assignable permits, licenses, approvals, orders, consents, variances, waivers, certificates of occupancy, entitlements, rights, and authorizations issued by any federal, state, or local authority relating to the use, maintenance, management or operation of the Real Property running to or in favor of the Assignor.
3. All the trademarks and trademark registrations and applications therefor, trade names, service marks, copyrights and copyright registrations, and other intangibles, if any, owned by the Assignor in connection with the Real Property; and
4. All plans, specifications, architectural renderings, drawings, soil test reports, and other reports of examination or analysis of the Real Property, if any.

Capitalized terms used by not defined herein shall have the meanings ascribed to them in the PURCHASE AND SALE AGREEMENT BETWEEN GVAOII 1801 NW LLC AND BROWARD COUNTY dated \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESSED BY:**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**ASSIGNOR:**

GVAOII 1801 NW LLC, a Georgia limited liability company

By: GODDARD VALUE-ADD OFFICE FUND II, L.P., its sole member

By: GODDARD VAO FUND II GP, LLC, its general partner

By: GODDARD INVESTMENT GROUP, LLC, its manager

By: \_\_\_\_\_  
Name: Robert C. Goddard, III  
Title: Chairman and CEO

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of GVAOII 1801 NW LLC, a Georgia limited liability company,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

Affix seal below:

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
Expiration Date

**ACCEPTANCE**

Assignee hereby agrees to and accepts the foregoing assignment as of the date hereof.

Date: \_\_\_\_\_, 20\_\_\_\_

ASSIGNEE:  
Broward County, a political subdivision of the State of Florida

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT 7**  
**OWNER'S AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared **ROBERT C. GODDARD, III** ("Affiant"), who upon being first duly sworn, on oath, deposes and says to Affiant's knowledge:

1. That Affiant is the sole manager of Goddard Investment Group, LLC, which is the manager of Goddard VAO Fund II GP, LLC, which is the sole general partner of Goddard Value-Add Office Fund II, G.P., which is the sole member of GVAOII 1801 NW LLC, a Georgia limited liability company ("Owner"), which Owner is the fee simple owner of that certain real property located in Broward County, Florida (the "Property"), to wit and being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference.

2. That Owner has full, complete, and undisputed possession of the Property, and that no individual, entity or governmental authority has any claim against the Property under any applicable laws and that no individual, entity or governmental authority is either in possession of the Property or has a possessory interest or claim in the Property, other than the Owner.

3. That the Property is free and clear of all liens, taxes, special assessments, municipal or county liens, encumbrances and claims of every kind, nature and description whatsoever, except for real estate taxes for the year 201\_\_, which are not yet due and payable, and except for those permitted encumbrances shown on **Exhibit B**.

4. That there are no easements or claims of easements of any type or nature whatsoever not shown by the public records; and that there are no construction, mechanic's, materialman's or laborer's liens against the Property, and Owner has not granted any unrecorded mortgages against the Property.

5. All labor, material, and/or services (if any) were furnished, completed, and in place not less than ninety (90) days prior to the date of this affidavit and all charges for any labor, material, and/or services whenever furnished have been paid in full, and the undersigned has not received written notice from any laborer, materialman, or subcontractor, pursuant to the provisions of F.S.A. Chapter 713.06.

6. That there are no Federal or State tax claims, liens or penalties assessed against the Owner, and there are no judgments against the Owner unsatisfied of record in the courts of any State or of the United States of America.

7. The Owner has not executed any instruments or taken any actions which would create an interest in or affect the title to the Property or any portion thereof which

remain unrecorded as of the date hereof, and will not execute any such instruments or take any such actions prior to the delivery and recording of the instrument to be insured pursuant to Old Republic National Title Insurance Company's Commitment No. \_\_\_\_\_ . Notwithstanding the foregoing, it is hereby covenanted and agreed and expressly made a part of this agreement that the liability of the undersigned hereunder, as to this paragraph 7, shall cease and terminate five (5) business days after the date of this Affidavit as long as the statements in this paragraph 7 remain true on such date.

8. There are no actions or proceedings now pending in any State or Federal Court to which the Owner is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property.

9. This Affidavit is given for the purpose of clearing any possible question or objection to the title to the Property and, for the purpose of inducing Cole, Scott & Kissane, P.A. and Old Republic National Title Insurance Company to issue title insurance on the subject Property, with the knowledge that said title companies are relying upon the statements set forth herein. Owner hereby holds Cole, Scott & Kissane, P.A. and Old Republic National Title Insurance Company harmless and fully indemnifies same (including, but not limited to, attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. Affiant further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, I have set my hand and seal unto this instrument this \_\_\_\_ day of \_\_\_\_\_, 2018.

**WITNESSED BY:**

**AFFIANT:**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Robert C. Goddard, III

\_\_\_\_\_  
Name: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of GVAOII 1801 NW LLC, a Georgia limited liability company,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

Affix seal below:

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
Expiration Date

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Portions of Tracts 'A', 'C' and 'D', COMMERCE PARK, according to the Plat thereof, as recorded in Plat Book 112, Page 18, of the Public Records of Broward County, Florida, described as follows:

Commence at the Northwest corner of said Tract 'A'; thence North 88 degrees 34 minutes 51 seconds East, along a Northerly boundary of said Tract 'A', a distance of 178.00 feet to the point of beginning; thence continue North 88 degrees 34 minutes 51 seconds East, along the last described course, a distance of 22.00 feet; thence South 01 degree 25 minutes 09 seconds East, a distance of 230.00 feet; thence North 88 degrees 34 minutes 51 seconds East, a distance of 328.34 feet to a point of curvature of a curve concave to the North; thence Easterly along the arc of said curve having a radius of 186.11 feet, a central angle of 28 degrees 14 minutes 07 seconds and an arc length of 91.72 feet to a point of intersection with a curve concave to the Northeast, the radius point of said curve bears North 60 degrees 20 minutes 43 seconds East from the last described point; thence Southeasterly along the Easterly boundary of said Tracts 'A' and 'C' and the arc of said curve having a radius of 340.00 feet, a central angle of 24 degrees 07 minutes 40 seconds and an arc length of 143.18 feet; thence South 29 degrees 50 minutes 12 seconds West, a distance of 363.14 feet; thence South 60 degrees 09 minutes 48 seconds East, a distance of 416.01 feet to a point on the arc of a curve concave to the Northwest, the radius point of said curve bears North 39 degrees 25 minutes 15 seconds West, from the last described point; thence Southwesterly and Westerly along the arc of said curve having a radius of 270.00 feet, a central angle of 38 degrees 00 minutes 42 seconds and an arc length of 179.12 feet to a point of tangency; thence South 88 degrees 35 minutes 27 seconds West, a distance of 100.00 feet to a point of curvature of a curve concave to the Northeast, thence Westerly and Northwesterly along the arc of said curve having a radius of 270.00 feet, a central angle of 45 degrees 00 minutes 00 seconds, and an arc length of 212.06 feet to a point of tangency; thence North 46 degrees 24 minutes 33 seconds West, a distance of 160.00 feet to a point of curvature of a curve concave to the Southwest; thence Northwesterly and Westerly along the arc of said curve having a radius of 330.00 feet, a central angle of 34 degrees 11 minutes 30 seconds and an arc length of 196.93 feet, the last five (5) described courses being coincident with the Southerly boundary of said Tracts 'C' and 'D'; thence North 30 degrees 23 minutes 35 seconds East, a distance of 305.01 feet; thence North 01 degrees 25 minutes 09 seconds West, a distance of 105.46 feet; thence South 88 degrees 34 minutes 51 seconds West, a distance of 69.56 feet to a point of curvature of a curve concave to the Northeast, thence Westerly, Northwesterly and Northerly along the arc of said curve, having a radius of 47.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and an arc length of 73.83 feet to a point of tangency; thence North 01 degree 25 minutes 09 seconds West, a distance of 205.00 feet to the Point of Beginning.

Said lands lying in the City of Fort Lauderdale, Broward County, Florida, containing 5.967 acres (259,913 square feet), more or less.

**EXHIBIT B  
PERMITTED ENCUMBRANCES**

[Will be included at the time of Closing]



**EXHIBIT 8**  
**FIRPTA AFFIDAVIT**

The undersigned, \_\_\_\_\_ on behalf of GVAOII 1801 NW LLC, a Georgia limited liability company (the "Transferor"), being first duly sworn upon oath, under the penalty of perjury, hereby certifies as follows:

1. Section 1445 of the Internal Revenue Code of 1954, as amended, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person.

2. The Transferor is the sole owner in fee simple of the real property situate and being in Broward County, Florida, and as more particularly described on **Schedule 1**, attached hereto and made a part hereof (the "Property").

3. The Property is being transferred to Broward County, a political subdivision of the State of Florida (the "Transferee").

4. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate, or foreign person, as those terms are defined in the Internal Revenue Code of 1954, as amended, and the Income Tax Regulations promulgated thereunder (collectively, the "Code"), and the office of the Transferor is \_\_\_\_\_.

5. The United States taxpayer identification number of the Transferor is \_\_\_\_\_.

6. This Affidavit is being given pursuant to Section 1445 of the Code to inform the Transferee that withholding of tax is not required upon this disposition of a United States real property interests.

7. The Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, the undersigned declares that the undersigned has examined this Affidavit and, to the best of the Transferor's knowledge and belief, it is true, correct and complete.

Date: \_\_\_\_\_, 20\_\_.

**WITNESSED BY:**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**TRANSFEROR:**

GVAOII 1801 NW LLC, a Georgia limited liability company

By: GODDARD VALUE-ADD OFFICE FUND II, L.P., its sole member

By: GODDARD VAO FUND II GP, LLC, its general partner

By: GODDARD INVESTMENT GROUP, LLC, its manager

By: \_\_\_\_\_  
Name: Robert C. Goddard, III  
Title: Chairman and CEO

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of GVAOII 1801 NW LLC, a Georgia limited liability company,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

Affix seal below:

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
Expiration Date

**SCHEDULE 1  
LEGAL DESCRIPTION**

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Said lands lying in the City of Fort Lauderdale, Broward County, Florida, containing 5.967 acres (259,913 square feet), more or less.

**EXHIBIT 9**  
**SELLER'S CLOSING CERTIFICATE**

This Closing Certificate ("Certificate") is delivered pursuant to Section 10.3(g) of that certain Purchase and Sale Agreement ("Agreement") dated as of \_\_\_\_\_, by and between GVAOII 1801 NW LLC ("Seller"), a Georgia limited liability company, and BROWARD COUNTY ("Purchaser"), a political subdivision of the State of Florida. Capitalized terms used, but not defined herein, shall have the meanings assigned to such terms in the Agreement. The undersigned hereby certifies to the Purchaser as follows as of the Closing Date:

1. The Seller's Representations and Warranties contained in Section 4 of the Agreement, and as modified by Section 5 of the Agreement (if applicable), (i) are true and correct in all material respects as of the Closing Date, (ii) shall survive the consummation of the closing of the purchase and sale transaction contemplated by the Agreement for a one (1) year period (as provided in Section 4 of the Agreement), and (iii) shall not be deemed to merge upon the acceptance of the Deed delivered in connection with the consummation of such transaction during such one (1) year period.
2. The Seller has duly performed and complied in all respects with all agreements, covenants, conditions, undertakings, and obligations of the Agreement.

This Certificate is being delivered by the undersigned officer only in his capacity as an officer of the Seller, and not individually.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESSED BY:**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**SELLER:**

**GVAOII 1801 NW LLC**, a Georgia limited liability company

By: GODDARD VALUE-ADD OFFICE FUND II, L.P., its sole member

By: GODDARD VAO FUND II GP, LLC, its general partner

By: GODDARD INVESTMENT GROUP, LLC, its manager

By: \_\_\_\_\_  
Name: Robert C. Goddard, III  
Title: Chairman and CEO

## EXHIBIT 10

1. Goddard VAO Fund II GP, LLC  
c/o Goddard Investment Group, LLC  
3390 Peachtree Road, NE  
Suite 1200  
Atlanta, Georgia 30326

The only persons having a beneficial interest in such entity are listed on Schedule 1.

2. Goddard VAO Fund II SLP, LLC  
c/o Goddard Investment Group, LLC  
3390 Peachtree Road, NE  
Suite 1200  
Atlanta, Georgia 30326

The only persons having a beneficial interest in such entity are listed on Schedule 2.

3. Massachusetts Institute of Technology  
c/o MIT Investment Management Company  
One Broadway, 9th floor, Suite 200 Cambridge, MA 02142

There is no person having a beneficial interest in such entity of 5% or more.

4. 238 Plan Associates, LLC  
c/o MIT Investment Management Company  
One Broadway, 9th floor, Suite 200  
Cambridge, MA 02142

There is no person having a beneficial interest in such entity of 5% or more.

5. Emory University  
3445 Peachtree Road, NE  
Suite 675  
Atlanta, GA 30326

There is no person having a beneficial interest in such entity of 5% or more.

6. New York University  
Investment Office  
55 Fifth Avenue, 16<sup>th</sup> Floor  
New York, NY 10003

There is no person having a beneficial interest in such entity of 5% or more.

**EXHIBIT 10**  
**(Continued)**

7. Mayo Clinic  
c/o Treasury Services  
200 First Street SW  
Rochester, MN 55905

There is no person having a beneficial interest in such entity of 5% or more.

8. Mayo Clinic Master Retirement Fund  
c/o Treasury Services  
200 First Street SW  
Rochester, MN 55905

There is no person having a beneficial interest in such entity of 5% or more.

9. CareGroup Investment Partnership, LLP  
CareGroup Investment Office  
30 Federal Street, Third Floor  
Boston, MA 02110

There is no person having a beneficial interest in such entity of 5% or more.

10. Trustees of Tufts College  
Investment Office  
99 High Street, Suite 1700  
Boston, MA 02110

There is no person having a beneficial interest in such entity of 5% or more.

11. West Virginia University Foundation, Inc.  
One Waterfront Place, 7<sup>th</sup> Floor  
Morgantown, WV 26501

There is no person having a beneficial interest in such entity of 5% or more.

12. West Virginia University Hospitals, Inc.  
One Medical Center Drive  
Morgantown, WV 26506

There is no person having a beneficial interest in such entity of 5% or more.

**EXHIBIT 10**  
**(Continued)**

13. The Salvation Army (A New York Corporation)  
440 West Nyack Road  
West Nyack, NY 10994

There is no person having a beneficial interest in such entity of 5% or more.

14. The Salvation Army, an Illinois Corporation  
5550 Prairie Stone Parkway  
Hoffman Estates, IL 60192

There is no person having a beneficial interest in such entity of 5% or more.

**SCHEDULE 1 TO EXHIBIT 10**

Robert C. Goddard, III c/o Goddard Investment Group, LLC, 3390 Peachtree Road, Suite 1200, Atlanta, GA 30326
E. Davisson Hardman c/o Goddard Investment Group, LLC, 3390 Peachtree Road, Suite 1200, Atlanta, GA 30326
Russell F. Read c/o Goddard Investment Group, LLC, 3390 Peachtree Road, Suite 1200, Atlanta, GA 30326
James H. Wilson, III c/o Goddard Investment Group, LLC, 3390 Peachtree Road, Suite 1200, Atlanta, GA 30326
Stephen W. DeVinney c/o Goddard Investment Group, LLC, 3390 Peachtree Road, Suite 1200, Atlanta, GA 30326
Paul M. Freudenstein c/o Goddard Investment Group, LLC, 3390 Peachtree Road, Suite 1200, Atlanta, GA 30326
Thomas K. Dotzenrod c/o Goddard Investment Group, LLC, 3390 Peachtree Road, Suite 1200, Atlanta, GA 30326
Richard S. Markham c/o Goddard Investment Group, LLC, 3390 Peachtree Road, Suite 1200, Atlanta, GA 30326
Michael B. Anderson c/o Goddard Investment Group, LLC, 3390 Peachtree Road, Suite 1200, Atlanta, GA 30326
Gary V. Bennett c/o Goddard Investment Group, LLC, 3390 Peachtree Road, Suite 1200, Atlanta, GA 30326



Tracy F. McMillan  
c/o Goddard Investment Group, LLC,  
3390 Peachtree Road, Suite 1200,  
Atlanta, GA 30326

Jason Williams.  
c/o Goddard Investment Group, LLC,  
3390 Peachtree Road, Suite 1200,  
Atlanta, GA 30326

John I. Ratliff  
c/o Goddard Investment Group, LLC,  
3390 Peachtree Road, Suite 1200,  
Atlanta, GA 30326

Benjamin R. Mullenix  
c/o Goddard Investment Group, LLC,  
3390 Peachtree Road, Suite 1200,  
Atlanta, GA 30326

Lindsay G. Fetters  
c/o Goddard Investment Group, LLC,  
3390 Peachtree Road, Suite 1200,  
Atlanta, GA 30326

## SCHEDULE 2 TO EXHIBIT 10

Robert C. Goddard, III c/o Goddard Investment Group, LLC, 3390 Peachtree Road, Suite 1200, Atlanta, GA 30326
E. Davisson Hardman c/o Goddard Investment Group, LLC, 3390 Peachtree Road, Suite 1200, Atlanta, GA 30326
Russell F. Read c/o Goddard Investment Group, LLC, 3390 Peachtree Road, Suite 1200, Atlanta, GA 30326
William T. Deyo, Jr. c/o Goddard Investment Group, LLC, 3390 Peachtree Road, Suite 1200, Atlanta, GA 30326
James H. Wilson, III c/o Goddard Investment Group, LLC, 3390 Peachtree Road, Suite 1200, Atlanta, GA 30326
Stephen W. DeVinney c/o Goddard Investment Group, LLC, 3390 Peachtree Road, Suite 1200, Atlanta, GA 30326
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3390 Peachtree Road, Suite 1200,  
Atlanta, GA 30326

Tracy F. McMillan  
c/o Goddard Investment Group, LLC,  
3390 Peachtree Road, Suite 1200,  
Atlanta, GA 30326

Jason Williams.  
c/o Goddard Investment Group, LLC,  
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Benjamin R. Mullenix  
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3390 Peachtree Road, Suite 1200,  
Atlanta, GA 30326

Michael S. Wahoff  
c/o Goddard Investment Group, LLC,  
3390 Peachtree Road, Suite 1200,  
Atlanta, GA 30326

Mary M. Slider  
c/o Goddard Investment Group, LLC,  
3390 Peachtree Road, Suite 1200,  
Atlanta, GA 30326

Jennifer M. DuBose  
c/o Goddard Investment Group, LLC,  
3390 Peachtree Road, Suite 1200,  
Atlanta, GA 30326

Merrit E. Cornett  
c/o Goddard Investment Group, LLC,  
3390 Peachtree Road, Suite 1200,  
Atlanta, GA 30326

Troy J. Dayton  
c/o Goddard Investment Group, LLC,  
3390 Peachtree Road, Suite 1200,  
Atlanta, GA 30326

Lindsay G. Feters  
c/o Goddard Investment Group, LLC,  
3390 Peachtree Road, Suite 1200,  
Atlanta, GA 30326

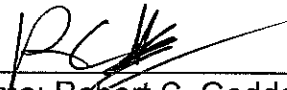
PUBLIC DISCLOSURE AFFIDAVIT

STATE OF GEORGIA  
COUNTY OF FULTON

BEFORE ME, the undersigned, ROBERT C. GODDARD, III, on behalf of GVAOII 1801 NW LLC, a Georgia limited liability company (the "Seller"), being first duly sworn upon oath, under the penalty of perjury, hereby certifies as follows:

1. That the Seller is the sole owner in fee simple of the real property situate and being in Broward County, Florida, and as more particularly described on **Exhibit A**, attached hereto and made a part hereof ("Property").
2. That no other person(s), firm(s), corporation(s), or individual(s) are in control or possession of the fee interest in the Property other than the Seller.

FURTHER AFFIANT SAYETH NAUGHT.

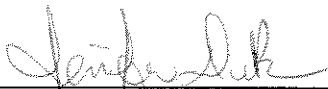
By:   
Print Name: Robert C. Goddard, III *TRD*

STATE OF GEORGIA  
COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of November, 2018, by Robert C. Goddard, III, as Chief Executive Officer of Goddard Investment Group, LLC, which is the sole manager of Goddard VAO Fund II GP, LLC, which is the sole general partner of Goddard Value-Add Office Fund II, G.P., which is the sole member of GVAOII 1801 NW LLC, a Georgia limited liability company, X who is personally known to me or  who has produced \_\_\_\_\_ as identification.

Affix seal below:



  
Notary Public Signature  
Jennifer Dubose  
Printed Name  
\_\_\_\_\_  
Commission Number  
11612021  
Expiration Date

**EXHIBIT A  
LEGAL DESCRIPTION**

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