

May 16, 2018

Re: **The Sale and Purchase of Property Located in The Village of Cutler Bay, Florida, with Folio Numbers 36-6009-005-0010 and 36-6009-006-0010.**

Gentlemen:

This letter ("Letter of Intent") sets forth the terms and conditions upon which the undersigned Buyer is interested in purchasing the referenced Property from the Seller:

1. **Parties:** "Buyer or "Town:" Village of Cutler Bay, a Florida municipal corporation, or assigns

"Seller:" GCF Investments, Inc., a Florida corporation

2. **Property:** That real property more particularly described on Exhibit "A" attached hereto (the "Property").

3. **Purchase Price:** The purchase price for the Property shall be determined by a survey and appraisal to be obtained by Buyer (the "Purchase Price").

4. **Financing:** All Cash.

5. **Deposit:** On or before the third (3rd) Business Day after the Effective Date of the Purchase Agreement (as defined below) for the purchase of the Property, Buyer shall place in escrow with Weiss Serota Helfman Cole & Bierman, P.L. ("Escrow Agent") a deposit of 100,000.00 (the "Initial Deposit"). In the event Buyer elects to proceed with the transaction beyond the Inspection Period (as defined below), then Buyer shall, within three (3) days of the expiration of the Inspection Period, deposit an additional \$400,000.00 (the "Additional Deposit", and collectively with the Initial Deposit, the "Deposit") for a total deposit of \$500,000.00 with the Escrow Agent, which shall serve as the Deposit under the Purchase Agreement and be applied to the Purchase Price if Closing (as hereinafter defined) occurs. If Buyer provides written notice to the Escrow Agent on or before the date of expiration of the Inspection Period that Buyer has elected not to purchase the Property, or if Buyer provides no written notice to the Escrow Agent on or before such date, then the Escrow Agent shall return the Deposit to the Buyer. In the event Buyer defaults under the Purchase Agreement, then the Deposit shall be forfeited to Seller as liquidated damages for Buyer's default. The Deposit shall be fully refundable to Buyer if for any reason Buyer elects not to proceed with the transaction and notifies Seller of such election in writing prior to the end of the Inspection Period.

6. **Inspection Period:** Buyer shall have forty-five (45) days from the Effective Date of the Purchase Agreement (the "Inspection Period") to review and inspect the Property and the Seller's books and records relating thereto. Immediately upon execution of the Letter of Intent, Seller shall provide to Buyer copies of appropriate documents pertaining to the Property, as more particularly set forth on Exhibit "B" attached hereto, and any other documents reasonably requested by Buyer. Seller shall use best efforts to cooperate with Buyer, and to provide Buyer with all pertinent information on, as well as access to, the Property.

7. **Buyer's Contingencies:** In addition to any contingencies set forth herein, Buyer's obligation to consummate the transaction set forth herein shall be subject to Buyer's approval

and/or waiver of the following customary contingencies prior to Closing Date (as specified in the Purchase Agreement):

- (a). Approval of the Purchase Agreement by the Town of Cutler Bay Town Council ("Town Council"), and approval of any and all transactions documents associated with the Purchase Agreement by the Town Attorney, along with the procurement and approval by Town Council of financing the acquisition of the Property, all of which is expected to occur prior to the expiration of the Inspection Period;
- (b). Approval by registered voters of the Town to authorize the issuance of general obligation bonds, and all ancillary documents thereto (the "Bonds"), which is expected to occur prior to the expiration of the Inspection Period;
- (c). Buyer's review and approval of a Title Insurance Commitment for the Property, issued by a title company selected by Buyer's attorney ("Title Company"), obtained and controlled by Buyer's attorney, Weiss Serota Helfman Cole & Bierman, P.L., as title agent, at Buyer's sole cost and expense, showing Seller to be vested with good, marketable and insurable fee simple title to the Property, together with all permitted exceptions and encumbrances as specified in the Purchase Agreement referenced therein. Further, Buyer's attorney, at Buyer's sole cost and expense, shall subsequently obtain from the Title Company an ALTA Owner's Title Insurance Policy for the Property with Florida modifications, effective as of Closing, at the Florida minimum promulgated rate, without any exceptions or encumbrances (other than those specified in the Purchase Agreement);
- (d). Seller shall have, in all material respects, (i) performed all covenants and obligations, and (ii) complied with all conditions, required by the Purchase Agreement to be performed or complied with by Seller on or before the Closing Date, unless any such covenant, obligation or condition shall be waived by Buyer in writing, in its sole and absolute discretion, prior to the Closing Date;
- (e). Buyer's review and approval of an ALTA/ACSM "Class A" Land Title Survey of the Property, certified to Buyer, Buyer's lender (if any) and the title company (if any), dated subsequent to the Effective Date of the Purchase Agreement, obtained by Buyer, at Buyer's sole cost and expense;
- (f). Buyer's review and approval of a Phase I Environmental Site Assessment for the Property, obtained at Buyer's sole cost and expense and conducted by an Environmental Engineering/Consulting Firm selected by Buyer, at Buyer's sole and absolute discretion, certified to Buyer and dated subsequent to the Effective Date of the Purchase Agreement, or any other such reports and/or studies which Buyer or may reasonably require in order to confirm that the soils and groundwater at the Property are in full compliance with all applicable environmental and hazardous materials rules and regulations. Should Buyer determine that a

Phase II environmental assessment of the Property in necessary, Buyer shall be entitled to conduct all necessary Phase II tests on any portion of the Property;

- (g). All consents required to effect the transaction shall have been obtained by Seller;
- (h). There shall be no written notice issued of any violation or alleged violation of any Law with respect to any portion of the Property which has not been corrected to the satisfaction of the issuer of the notice, unless knowingly waived by Buyer by not terminating the Purchase Agreement during the Inspection Period or waived thereafter by Buyer in its sole and absolute discretion;
- (i). All of the representations and warranties made by Seller in this Agreement shall be true, correct and complete in all material respects and on and as of the Closing Date, and Seller will so certify;
- (j). The Property shall be free and clear of all Liens (as defined in the Purchase Agreement);
- (k). Buyer's review and approval of any and all existing agreements affecting the Property (limited to those in effect as of the Effective Date of the Purchase Agreement), including, but not limited to, contracts; leases; licenses; concessions; service agreements; employment contracts and/or agreements; brokerage agreements; development agreements; authorizations and/or governmental approvals.

Should there exist any changes to the matters reflected in the Reports which first arise between the last day of the Inspection Period and the Closing Date (a "New Matter"), Buyer shall have the right to object to same. Seller shall cause any such New Matter to be removed or corrected and the Closing Date shall be extended to the extent necessary to allow Seller to cure same, provided the Seller can do so without incurring any material expense, unless the New Matter would cause any of the representations and warranties in the Purchase Agreement to be untrue or the New Matter is a lien or any encumbrance caused by Seller in which event Seller shall fully remove any such matter regardless of the cost to do so.

8. **Termination.** If Buyer elects to proceed with the purchase of the Property, Buyer shall deliver written notice to Seller and Escrow Agent of its decision to proceed on or before the expiration of the Inspection Period. If Buyer fails to notify Seller in writing prior to the expiration of the Inspection Period that Buyer wishes to proceed with the purchase of the Property pursuant to this Agreement, then Buyer shall be deemed to have automatically elected to terminate the Purchase Agreement. If the Purchase Agreement is terminated by Buyer, either before the expiration of the Inspection Period or as a result of Buyer failing to deliver notice to Seller of Buyer's decision to proceed with the purchase of the Property, then (i) Escrow Agent shall return the Deposit to Buyer and (ii) the Purchase Agreement shall terminate automatically and be of no further force or effect, and neither party shall have any further rights or obligations thereunder (other than pursuant to any provision hereof which expressly survives the termination of the Purchase Agreement). Otherwise, Buyer's obligation to close will be conditioned on there not occurring or arising, after the expiration of the Inspection Period and prior to Closing, any adverse change in any circumstances or conditions affecting the Property.


9. **Contract**: Seller and Buyer shall use good faith efforts to enter into a definitive purchase contract for the Property (the "Purchase Agreement") within the earlier of sixty (60) days of the date of this Letter of Intent or July 15, 2018. The Purchase Agreement shall contain customary representations, warranties, covenants, closing conditions, and agreements acceptable to Buyer and Seller. Should the Agreement not have been executed by each of Buyer and Seller within such period, this Letter of Intent shall terminate automatically unless extended in writing by the Buyer and Seller.
10. **Closing**: Closing under the Purchase Agreement ("Closing") will occur on the date that is ten (10) days from the date on which all of the following events have occurred: (a) completion and execution of the Bond; (b) completion of the auction of the Bonds; and (c) receipt by Buyer of the proceeds of the Bonds. In the event that the Closing has not occurred by the date described in this Section above, then the Buyer shall have the right to extend the Closing for not more than an additional thirty (30) days. In the event that the Closing has not occurred by September 15, 2018, or other date agreed to by the parties in an ensuing purchase and sale agreement, then the Seller shall have the right to terminate the Purchase Agreement.
11. **Closing Costs**: Seller shall pay documentary stamp taxes and costs of recording the special warranty deed, if any. Real estate taxes and other property costs will be prorated as of the date of Closing. Buyer shall pay the cost of the title premium for the new title insurance policy to be issued to Buyer. Seller and Buyer shall each bear their own attorneys' and consultants' fees and their own costs and expenses incurred in connection with the inspections permitted hereunder.
12. **Assignment**: Buyer may not assign its rights and obligations under the Purchase Agreement without Seller's express and prior written consent.
13. **Brokerage Commission**: There are no brokers involved in this transaction.
14. **Exclusivity**: Upon full execution of this Letter of Intent, Seller agrees not to market or otherwise solicit, negotiate, disseminate information or entertain offers for the purchase the Property for a period of sixty (60) days from the date of this Letter of Intent is signed by Buyer and Seller, not to exceed July 15, 2018.
15. **Non-Binding**: Buyer and Seller acknowledge that this Letter of Intent does not constitute a binding contractual agreement between the parties, except for the Seller's exclusivity obligations pursuant to Section 14 hereof, which shall be binding on the parties. This Letter of Intent does set forth an understanding in principle and the present intention of the parties to enter into a Contract, upon terms and conditions mutually acceptable to the parties and their respective counsel. Notwithstanding the foregoing, this Letter of Intent should in no way be construed as a commitment to purchase or to sell the Property.
16. **Counterparts**. This Letter of Intent may be executed in separate counterparts by each of Buyer and Seller, which counterparts may be delivered by facsimile transmission or otherwise, each of which shall be an original and all of which taken together shall constitute one and the same Letter of Intent.

[Signature page follows]

If the foregoing accurately sets forth the Seller's understanding of the Buyer's and Seller's mutual intentions, the Seller should so indicate by signing the space provided below and returning it to the undersigned.

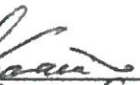
BUYER

TOWN OF CUTLER BAY,
a Florida municipal corporation

By: 
Name: RAFAEL G. CASALS
Title: TOWN MANAGER

SELLER

GCF INVESTMENTS, INC.,
a Florida corporation

By: 
Name: JORGE T. GARCIA-GARRAFF
Title: Vice President

Accepted and agreed this 16 day of May 2018.

cc:

EXHIBIT "A"

Legal Description of Property

EXHIBIT "B"

List of Items to be Provided by Seller

1. Copies of all leases, contracts or other agreements (if any) affecting the Property or any portion thereof, including any leases or service contracts for the Property or any portion thereof.
2. Statement of property taxes and assessed value.
3. Legal description and a survey of the Property.
4. All engineering and physical inspection reports and/or tests made regarding the Property.
5. Seller's policy of title insurance, including copies of all exceptions.
6. Any plans and specifications and soil and environmental reports regarding the Property.
7. All zoning approvals and development authorizations, licenses and permits relating to the Property.