SUMMARY APPRAISAL REPORT OF



A COMMERCIAL BUILIDNG

LOCATED AT
4949 NORTH STATE ROAD 7
TAMARAC, FLORIDA 33319

OWNER: EMMANUEL APOSTOLIC MINISTRIES, INC.

AS OF

APRIL 1, 2021

PREPARED FOR
MS. LORI FUNDERWHITE
ECONOMIC DEVELOPMENT MANAGER
CITY OF TAMARAC
7525 NW 88th AVENUE
TAMARAC, FLORIDA 33321

MILLER APPRAISAL GROUP, INC.

April 13, 2021

Ms. Lori Funderwhite Economic Development Manager City of Tamarac 7525 NW 88th Avenue Tamarac, Florida 33321

Re: One-Story CBS Building operated as The Apostolic Deliverance Center **Location:** 4949 N. State Road 7

Landowner: Emmanuel Apostolic Ministries, Inc.

Dear Mr. Funderwhite:

Per your re Per your request, we have completed our review and inspection of the above referenced property. The property consists of a 24,997 square foot parcel of land zoned NC Neighborhood Commercial and located in the City of Tamarac, Broward County, Florida. The property is improved with a one-story commercial building that is currently utilized by a religious organization and was previously operated as a fast-food restaurant with ample parking. The building size is 3,376 square feet of adjusted area and 3,150 square feet of useable building area. The subject property is on the west side of State Road 7, south of Commercial Boulevard with a common address of 4949 North State Road 7, Tamarac, Florida, Broward County, Florida

The purpose of this assignment is to form an opinion of the market value of the subject property as of a current date. The function of the report is for use in the City of Tamarac attempt to purchase the property. The intended users of the report are our client, the City of Tamarac and their legal and financial representatives. The intended use is for internal use of the City in their negotiation to purchase the property. Based on the client's request, we have summarized our findings in this report.

Our valuation is based on an exterior inspection only and assumes that the interior of the property is similar to the overall condition of the exterior.

Ms. Lori Funderwhite April 13, 2021 Page 2

Market value is defined as "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."

Based upon the conclusions contained in the attached appraisal report, in my opinion, the market value of the property as of April 1, 2021 would be as follows:

FEE SIMPLE MARKET VALUE

NINE HUNDRED THOUSAND DOLLARS (\$900,000)

Respectfully submitted,

Robert D. Miller, ASA

State Certified General Real Estate Appraiser#RZ1270

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ADDENDUM

Photographs of Subject Property Most Recent Deed Qualifications of Appraiser

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY TYPE: One-story CBS building previously

utilized as restaurant facility now

used for religious operation.

PROPERTY LOCATION: The subject property is located on

the west side of State Road 7, south of Commercial Boulevard in eastern Tamarac. The common address is 4949 North State Road 7, Tamarac, Florida,

Broward County, Florida

OWNER'S NAME/ADDRESS: Emmanuel Apostolic Ministries, Inc.

4949 N. State Road 7, Tamarac, FL 33319

DATE OF INSPECTION: April 1, 2021

FOLIO NUMBER: 49-41-13-01-0046

LAND SIZE: 24,997 square foot of land area

BUILDING SIZE: The property is improved with a one

-story CBS commercial building utilized by a religious organization. The building size is 3,376 square feet of adjusted building area and 3,150 square feet of useable building area. The property was previously used as a fast-food restaurant until converted to the current use after acquisition

in 2011.

ZONING: NC Neighborhood Commercial, Tamarac

PRESENT USE: Religious Facility

HIGHEST AND BEST USE: Commercial development

IMPROVEMENTS: One-story CBS commercial building

(3,150 Square Feet useable) built in 1970 as a fast-food restaurant and converted to religious use in 2011.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS (CONTINUED)

LEGAL DESCRIPTION:

Lot 7 of TAMARAC BUSINESS CENTER Section 4 of an unrecorded subdivision of Lot 9, FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 13, Township 49 South, Range 41 East; Broward County, Florida being more particularly described as follows:

Commencing at the Southeast corner of Lot 9, Section 13, Township 49 South, Runge 41 East, FORT LAUDERDALE TRUCK FARMS, according to the Plat thereof, recorded in Plat Book 4, Page 31, of the Public Record of Broward County, Florida; thence North 0°12'12" West, along the East line of said Lot 9; 567.00 feet to a point; thence North 89°15'42" West, parallel with the South line of said Lot 9, 100.01 feet to the point of beginning of this description; said point being further described as being on the West Right-of-Way line of State Road No. 7 (US 441); thence continuing North 89°15'42" West, 250.00 Feet to a point; thence North 0°12'12" West, parallel with the East line of said Lot 9, a distance of 100.00 to a point; thence South 89°15'42" East, 250.00 feet to a point on the West Right-of-Way line of said State Road No. 7; thence South 0°12'12" East, along with West Right-of-Way line, 100.00 feet to the Point of Beginning.

A/K/A: 4949 N State Road 7, Tamarac, FL 33319

Parcel Identification Number: 494113-01-0046

Legal Description taken from most recent deed in July of 2014. Copies of the two most recent transfers are included in the addendum.

COST APPROACH TO VALUE: N/A

SALES COMPARISON APPROACH

TO VALUE: \$900,000

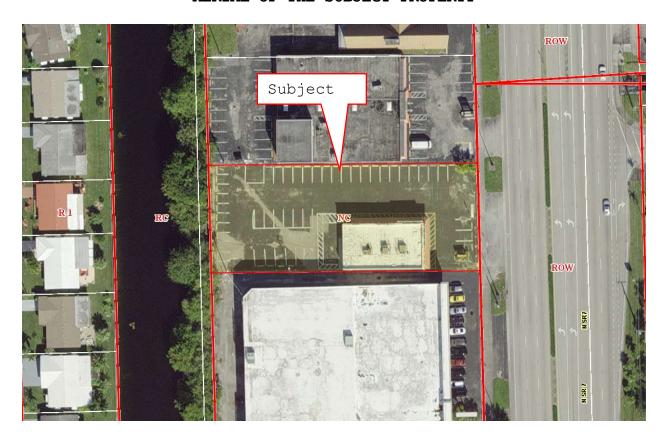
INCOME APPROACH TO VALUE: N/A

MARKET VALUE OF THE WHOLE

PROPERTY (RECONCILIATION): \$900,000

DATE OF VALUATION: April 1, 2021

AERIAL OF THE SUBJECT PROPERTY



HISTORY OF PROPERTY:

The subject property last transferred in July of 2014 as a warranty deed that resulted in the fulfillment of the sale of the property based on the agreement for deed filed in April of 2011. The 2011 purchase price was \$625,000. A copy of the most recent deed and the agreement of deed are included in the addendum. The prior sale was not considered in our current review based on the date of sale.

PROPERTY INTEREST APPRAISED:

For the whole property, the property rights appraised are fee simple title ownership considering any restrictions of use.

PURPOSE OF THE APPRAISAL:

The purpose of the appraisal is to provide the City of Tamarac with an opinion of market value of the subject property as of a current date.

FUNCTION OF THE APPRAISAL

The function of the report is for use in the negotiations to potentially purchase the property by the City of Tamarac.

EFFECTIVE DATE (DATE OF VALUE):

The date of value is April 1, 2021.

MARKETING PERIOD

Based upon discussions with various brokers and review of the marketing period for similar properties, we have estimated that the property would need to be exposed to the marketplace for six to nine months, assuming the property is competitively priced in line with our estimate of the market value contained herein.

DEFINITION OF MARKET VALUE

Market value is defined in the 2020-2021 Edition of the Uniform Standards of Professional Practice from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990 and August 24, 1990 as follows:

The most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

-1. Buyer and seller are typically motivated.
-2. Both parties are well informed or well advised and acting in what they consider their own best interests.
-3. A reasonable time is allowed for exposure in the open market.
-4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto, and.
-5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

COMPETENCY PROVISION

The appraiser has completed numerous appraisals for commercial improved properties in his 39 years as a real estate appraiser in Broward County. As a result of the appraiser's experience, the competency provision of USPAP has been met.

SCOPE OF SERVICES

The appraisal problem in this assignment is to estimate a market value for the property as of a current date. We have compiled all the necessary data in order to formulate an opinion of value. We have presented the applicable data in this Appraisal Report format. Any additional supporting data can be found in our working or office files. In preparing our report, we have reviewed and relied upon the following data.

- 1. Sales and listings of properties with similar utility and highest and best use throughout Broward County over the past five years.
- 2. Review of public records for all pertinent sales data. Retrieved from LoopNet, CoStar, MLS, and the Property Appraiser's Office.
- 3. Review and considered the sales history of the subject property and neighborhood.
- 4. Review of Broward County and neighborhood trends. Neighborhood and area data is in our office files.
- 5. Inspection of neighborhood and analysis of land use patterns and trends.
- 6. We conducted an exterior inspection of subject property and comparable sales, listings and completed verification of the data used in this appraisal.

DESCRIPTION OF THE PROPERTY

PROPERTY LOCATION: The subject property is located just south

of the Commercial Boulevard intersection and on the west side of State Road 7. The common address is 4949 North State Road 7, Tamarac, Florida, Broward County,

Florida

OWNER'S NAME/ADDRESS: Emmanuel Apostolic Ministries, Inc.

4949 N. State Road 7 Tamarac, FL 33319

FOLIO NUMBER: 49-41-13-01-0046

ASSESSED VALUE (2020): \$562,730 (including land and building

improvements)

REAL ESTATE TAXES: \$1,851.34(2020)

SITE SIZE: 24,997 +/- square feet

DIMENSIONS: Basically, rectangular in shape with

approximately 100 feet of frontage on State Road 7 and a depth of approximately

250 feet.

ZONING: NC Neighborhood Commercial, Tamarac,

Florida

PRESENT USE: One-story CBS commercial building used by

a religious organization.

HIGHEST AND BEST USE: The highest and best use of the land is

for commercial use and the improvements contribute value and thus as improved is

the highest and best use.

FLOOD ZONE: Not in flood zone. Flood Zone X, according

to Flood Insurance Rate Map Community Panel Number 12011C0362H dated August 18,

2014.

IMPROVEMENTS: 4949 North State Road 7

One-story CBS 3,376 Square Foot office building. The building was built in 1970 and has been updated since that time frame. The property is a one-story CBS construction with a flat tar and gravel roof surface with central air conditioning and has an asphalt shingle mansard on two sides. The improvements appear to be in good condition, and we conducted an exterior inspection only and therefore did not inspect the interior of the improvements. Site improvements include exterior lighting, asphalt paved parking with curbing and parking stops as well as some minor landscaping.

ZONING:

The subject property is zoned NC Neighborhood Commercial in the City of Tamarac. There are multiple commercial, and office uses allowed under this zoning code and a copy of the zoning ordinance is in our office files.

REAL ESTATE ASSESSMENT DATA

The subject is assessed under one folio number by the Broward County Property Appraiser's Office.

FOLIO NUMBER: 49-41-13-01-0046

ASSESSED VALUE (2020)

Land \$199,980 Building \$362,750

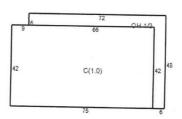
Total \$562,730 (SOH and Just/Market Value)

Real Estate Taxes \$1,851.34(2020)

Note: The 2020 property taxes were paid in full on November 30, 2020 and there are no past due taxed. The property is exempt from taxation with the only taxes due being the non-ad valorem stormwater assessment in the City of Tamarac.

Building Sketch

BCPA Sketch : 494113010046 Building 1of 1



	Description	Description		
C(1.0)	First Floor	First Floor		
OH 1/3	Overhang 1/3	Overhang 1/3		

Details:

Page: 1 File: 9113-01-0046.xml Subject information:

Area Summary:

Code	Description	Area	Perimeter	Adj. Area	Adj. Perim	Factor	Stories	Level
C(1.0)	First Floor	3,150.00	234.00	3,150.00	234.00	1.00	1.00	1.00
OH 1/3	Overhang 1/3	684.00	240.00	225.72	240.00			

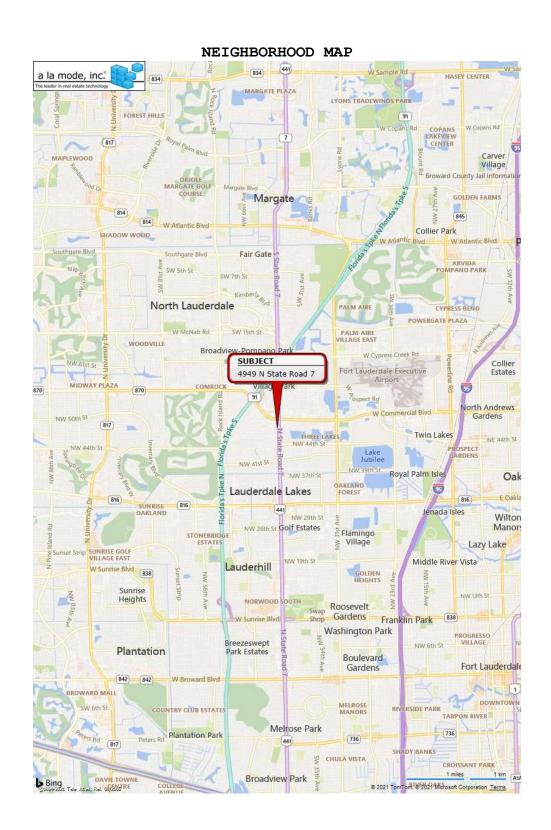
InterFlood by a la mode

FIPS: 12011

Prepared for: Miller Appraisal Group

4949 N State Road 7 Tamarac, FL 33319





DEFINITION OF HIGHEST AND BEST USE

That reasonable and probable use that will support the highest and present value, as defined, as of the effective date of the appraisal.

Alternatively, that use, from among reasonable, probable, and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in the highest land value. Implied within this definition is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual owners.

Also implied is that the determination of the highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined from the analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of probable selling price (Market Value), another appropriate term to reflect highest and best use would be "most probable use". In the context of investment value, an alternative term would be "most profitable use".

HIGHEST AND BEST USE

The size and dimensions of the subject whole property are suitable for many types of development including residential, commercial, and industrial. The NC Neighborhood Commercial zoning district is established and intended to promote development of commercial uses for the residents and travelers to the city. Therefore, the zoning would limit the legally permissible uses to those uses allowed under the NC Neighborhood Commercial zoning district. We did review the surrounding uses as part of the highest and best use. Some other commercial uses were noted along State Road 7 corridor with both office and commercial uses. The next step in the highest and best use analysis involves the feasibility of the physically and legally permitted use.

The demand for commercial lands is generally strong along major roadways and historically the property has been used with retail or office uses. Based on the zoning and surrounding uses, some type of commercial or office uses would be the most financially feasible use of the site considering the physical size and legally allowed uses.

HIGHEST AND BEST USE (CONTINUED)

The first 3 tests have been analyzed. The maximally productive use is that which has met the first 3 tests of the HBU, and which will result in the highest land value, or the highest net return to the site. In summary, the highest and best use of the subject site, in our opinion is for some type of future office or commercial development or possibly as an assemblage for a larger mixed-use development allowed under the zoning classification.

AS IMPROVED

The property consists of a one-story CBS building that was a commercial structure and renovated to the current use by a religious The property could easily be converted back to a organization. commercial use and has sufficient parking to allow most uses in this The location on State Road 7, the age and zoning district. condition of the improvements and the adjoining uses are all favorable factors in the successful operation of the subject property with some type of commercial or office use. consideration of the four factors of Highest and Best Use, it is our opinion that the current improvements are the highest and best use as the land value does not exceed the value of the property as currently improved, although the land values are increasing at a faster rate than improved properties, due to the shortage of available lands for development.

APPROACHES TO VALUE

(XX) MARKET () COST () INCOME

The Market or Sales Comparison Approach to Value has been considered most applicable in this assignment in the value of the subject property. The Sales Comparison Approach to Value was the only approach required for this assignment as the property at its highest and best use will require some renovation for a commercial type of use. As a result, the Income and Cost Approaches to Value were not considered.

ESTIMATE OF VALUE-MARKET APPROACH TO VALUE

The value is estimated by the Sales Comparison Approach. This approach is often referred to as the Direct Comparison Approach because the comparison procedure is its basic technique.

The Sales Comparison Approach requires careful selection of sale properties to ensure that they are relatively similar to the subject. No two properties are exactly alike. Therefore, a comparison between the subject and the sales must be considered in arriving at an indication of value for the subject. In this instance, we have reviewed sales of improved properties to arrive at a market value of the property, as improved. The sales data is included herein, followed by a brief review of the sales data and an analysis and value conclusion. We have utilized a sale price per square foot of useable building area in this analysis.

COMPARABLE SALES DATA

SALE NO.	DATE OF SALE	SALE PRICE	LOCATION	LOT SIZE	BLDG SIZE	UNIT/SF BLDG	L-B Ratio
1	8/14/2019	\$512,000	6700 Pembroke Road, Pembroke Pines	38,850	1,720	\$297.67	22.59
2	7/18/2019	\$730,000	1350 NW 31st Avenue, Pompano Beach	43,378	3,400	\$214.71	12.76
3	3/8/2019	\$1,420,000	1220-1230 N State Road 7, Lauderhill	20,952	5,925	\$239.66	3.54
4	11/27/2019	\$500,000	1123 NW 39th Avenue, Coconut Creek	12,600	2,262	\$221.04	5.57
5	9/4/2018	\$1,400,000	4701 S State Road 7, Davie	49,331	3,891	\$359.80	12.68
6	1/8/2020	\$750,000	7910 N. University Drive, Tamarac	29,185	1,871	\$400.86	15.60
Subject			4949 N. State Road 7, Tamarac	24,997	3,150		7.94



DATE OF SALE: August 14, 2019

GRANTOR: Jersey Pembroke, Inc.

GRANTEE: Sage Peak Investments, Inc.

CONSIDERATION: \$512,000

PHYSICAL CHARACTERISTICS:

LOCATION: 6700 Pembroke Road

Pembroke Pines, Florida

LAND SIZE: 38,850 Sq. Ft.

BLDG SIZE: 1,720 square feet

LAND TO BUILDING RATIO: 22.59:1

APPRAISAL INDICATORS:

UNIT SALE PRICE: \$297.67 per square foot of

building area

COMMENTS: The property is improved with a

one-story retail building, built in 1967 and operated as a bakery.



DATE OF SALE: July 18, 2019

GRANTOR: Skecc Realty, Inc.

GRANTEE: Aviara Corporate Park, LLC

CONSIDERATION: \$730,000

PHYSICAL CHARACTERISTICS:

LOCATION: 1350 NW 31st Avenue, Pompano Beach,

Florida

LAND SIZE: 43,378 square feet

BLDG SIZE: 3,400 square feet

LAND TO BUILDING RATIO: 12.76:1

APPRAISAL INDICATORS:

UNIT SALE PRICE: \$214.71 per square foot of

building area

COMMENTS: The property is improved with an

old fast-food(McDonalds)

restaurant purchased for alternate commercial use. The building was

built in 1982.



DATE OF SALE: March 8, 2019

GRANTOR: Hurwit Investments Limited, LLC

GRANTEE: 20/20 Fashion, Inc.

CONSIDERATION: \$1,420,000

PHYSICAL CHARACTERISTICS:

LOCATION: 1220-1230 N. State Road 7,

Lauderhill, Florida

LAND SIZE: 20,952 square feet

BLDG SIZE: 5,925 square feet

LAND TO BUILDING RATIO: 3.54:1

APPRAISAL INDICATORS:

UNIT SALE PRICE: \$239.66 per square foot of

building area

COMMENTS: The property is improved with a

one-story retail building built in 1968 with two tenants. Was used as shoe store, now dress store.



DATE OF SALE: November 27, 2019

GRANTOR: Monona Properties, Inc.

GRANTEE: OMAC Real Estate, LLC

CONSIDERATION: \$500,000

PHYSICAL CHARACTERISTICS:

LOCATION: 1123 NW 39th Avenue, Coconut Creek,

Florida

LAND SIZE: 12,600 square feet

BLDG SIZE: 2,262 square feet

LAND TO BUILDING RATIO: 5.57:1

APPRAISAL INDICATORS:

UNIT SALE PRICE: \$221.04 per square foot of

building area

COMMENTS: The property is improved with one-

story convenience store building built in 1964 in poor condition.



DATE OF SALE: September 4, 2018

GRANTOR: 4701 South State Road 7, LLC

GRANTEE: Jet Auto Parts, Inc.

CONSIDERATION: \$1,400,000

PHYSICAL CHARACTERISTICS:

LOCATION: 4701 South State Road 7, Davie,

Florida

LAND SIZE: 49,331 square feet

BLDG SIZE: 3,891 square feet

LAND TO BUILDING RATIO: 12.68:1

APPRAISAL INDICATORS:

UNIT SALE PRICE: \$359.80 per square foot of

building area

COMMENTS: The property is improved with an

old fast-food restaurant

(McDonalds) built in 1986 and being converted to new use. Site has driveway access to State Road

7 and Griffin Road



DATE OF SALE: January 8, 2020

GRANTOR: The Tropical Plants, Inc.

GRANTEE: Bene Facere VI, LLC

CONSIDERATION: \$750,000

PHYSICAL CHARACTERISTICS:

LOCATION: 7910 N. University Drive, Tamarac,

Florida

LAND SIZE: 29,185 square feet

BLDG SIZE: 1,871 square feet

LAND TO BUILDING RATIO: 15.60:1

APPRAISAL INDICATORS:

UNIT SALE PRICE: \$400.86 per square foot of

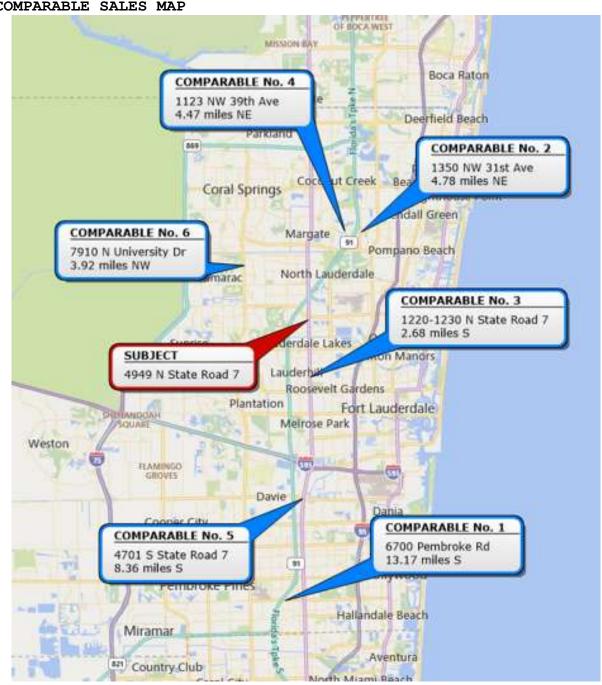
building area

COMMENTS: The property is improved with a

one-story commercial building used as a retail garden and plant store

built in 1974.

COMPARABLE SALES MAP



DISCUSSION OF IMPROVED COMPARABLE SALES

We have reviewed numerous sales of similar small commercial buildings located on similar highways in suburban areas of Broward County. We have included the 6 sales that were considered to be most applicable in our analysis and valuation of the subject property. These comparables have been analyzed and the basis of this approach is founded upon conclusions drawn from further analysis and study of these particular sales. The actual sales considered are typical of many found during the initial search. In addition to the sales included, we also reviewed and considered additional sales and current listings of similar type properties.

The highest and best use of the property being appraised is for some type of commercial use with the current improvements considered to be the highest and best use as improved. The following summarizes our analysis of the sales data.

All of the sales consisted of the conveyance of the fee simple interest and were considered arm's-length transactions. We have reviewed the financing terms and the comparable sales sold for cash or cash equivalent terms.

In our analysis we have considered changes in market conditions between the date of value and the date of each individual sale. The sales occurred within the past 30 months, so no major adjustments were required, although some upward adjustments were considered for the 2018 sale. Due in part to the COVID-19 Pandemic, the number of sales for commercial properties was lower than normal in the past 12 months.

We have reviewed the physical differences between the sales and the subject property. We have considered adjustments for such differences as location, size, shape/topography, zoning, functional utility, land to building ratios, condition, etc.

The transactions occurred between September of 2018 and January of 2020. The date of value is April 1, 2021. The sales ranged in unit sale price from \$214.71 to \$400.86 per square foot of useable building area.

The subject property is located along the west side of N. State Road 7, south of Commercial Boulevard in Tamarac, Florida. The sales are located mainly in the western areas of Broward County with Sale 2 located the furthest east near the entrance to the Florida Turnpike at Hammondville Road. Sales 3 and 5 are both located on State Road 7 and Sale 6 is located on University Drive

DISCUSSION OF IMPROVED COMPARABLE SALES (CONTINUED)

in Tamarac. Sale 1 is located the farthest away in the City of Pembroke Pines. 1 the only sale located east of I-95. Sales 1 and 4 were not located on similar heavily travelled highways.

The subject property is improved with 3, 150 square feet of useable building area. The subject's land size is 24,997 square feet of land area. The land to building ratio is 7.94 to 1, which is higher than typical commercial sites. This allows for more parking, which relates to the prior use with a fast-food restaurant. Sales 2 and 5 were both previously used as fast-food restaurants and had higher land to building ratios. Sale 2 was considered to be an inferior location from a commercial standpoint and Sale 5 was considered to be superior overall. Sales 3 and 4 had lower land to building ratios and were considered inferior overall for that variance. Sale 1 was considered superior with a much larger land to building ratio, although the location was deemed to be inferior.

The comparable sales range in building size from 1,871 square feet to 5,925 square feet of building area with the largest building selling for the lowest unit sale price and the smallest building selling for the highest unit sale price. The sales did reflect a difference in the sizes and that was considered in our final review.

The subject property is zoned with a NC-Neighborhood Commercial zoning district by the City of Tamarac. All of the sales are zoned for some type of commercial uses. No adjustments are warranted, although the variances are considered in our final analysis. The overall functional utility of the comparable sales is comparable to the subject property.

DISCUSSION OF IMPROVED COMPARABLE SALES (CONTINUED)

CONCLUSION

In conclusion, the unit sale prices of the comparable sales ranged from \$214.71 per square foot to \$400.86 per square foot of building area with Sales1, 5 and 6 considered to be superior overall and Sales 2, 3 and 4 considered to be inferior overall. Thus, a value in the range of \$239.66 and \$297.67 was considered applicable. Based on the overall review of all of the sales, it was our opinion that a market value of \$285.00 per square foot of useable building area was applicable to the subject property.

Therefore, the following is our conclusion for the market value as of the current date:

 $3,376 \text{ SF BLDG} \times \$285.00/\text{SF} = \$897,750 \text{ say } \$900,000$

RECONCILIATION

In this appraisal assignment, we considered the sales data included in this report, the potential for demand, the current condition, the highest and best use, and all other factors that affect market value. Considering the review of the property, the following approaches and value conclusions were considered in our estimate of the market value.

Cost Approach N/A
Sales Comparison Approach \$900,000
Income Approach N/A

The Market Approach is based on the fee simple value estimate of the property considering the highest and best use of the property. The sales indicated a wide range in unit sale prices, but the overall review of this approach indicated a market value conclusion of \$285.00 per square foot of building area or \$900,000.

Based upon review of the market data and our analysis, it is our opinion that the market value of the fee simple interest of the subject property as of April 1, 2021 is:

NINE HUNDRED THOUSAND DOLLARS (\$900,000)

ASSUMPTIONS AND LIMITING CONDITIONS

The legal description furnished to the appraiser is assumed to be correct.

All existing liens and encumbrances have been considered; however, the property is appraised as though free and clear, under responsible ownership and competent management.

The information identified in this report as being furnished to the appraiser by others is believed to be reliable; however, the appraiser assumes no responsibility for its accuracy.

The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the utilization of the land and any improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

The distribution, if any, of the total valuation in this report between land and any improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

Possession of this report, or copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the

ASSUMPTIONS AND LIMITING CONDITIONS (Continued)

written consent of the appraiser, and in any event, only with proper written qualifications and only in its entirety.

Disclosure of the contents of this appraisal is governed by the Bylaws and Regulations of the American Society of Appraisers.

The appraiser herein by reason of the appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

Neither all, nor part of the contents of this report, especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected, shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on, or in the property. The appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

ASSUMPTIONS AND LIMITING CONDITIONS (Continued)

In light of the COVID-19 pandemic impacting the country as of the date of this valuation, we are qualifying this appraisal to state that there is insufficient empirical market data as of yet to definitively measure what impact, if any, this pandemic has on the subject property's value and marketability. As financial markets struggle to quantify the events that are still unfolding, we believe it is premature to draw strong inferences about the economy and its impact on real estate values at this time due to lack of supporting data.

Many market participants understandably report that they are unable to assess risk at this early stage of the pandemic. While as of the effective date of this report the industry's most directly impacted are the tourism and retail sectors, a prolonged outbreak could have a significant (and yet unknown or quantifiable) impact on other market sectors as well. Given the heightened uncertainty, a degree of caution should be exercised when relying upon our valuation.

Real estate appraisals rely on historic and current market data. Based on unemployment rates on other economic metrics, economic conditions declined relative to the pre-pandemic time period. Based on economic conditions as of the date of the appraisal, it appears some sectors of the real estate market will be more impacted than others. The State of Florida has been very proactive in limiting the shutdowns and the economy has rebounded in Florida faster than many other areas of the country.

The retail and office sectors are the most impacted while it appears industrial has seen the least impact. We believe there will always be a demand for housing in Florida with a daily influx of new residents from northern states.

Value, marketing times, vacancy rates, cap rates and income streams may change more rapidly and significantly than during standard market conditions, however based on the type of property, we do not foresee any negative impacts on the property currently.

CERTIFICATION

The undersigned does hereby certify that except as otherwise noted in this appraisal report:

- 1. To the best of our knowledge and belief, the statements of fact contained in this appraisal report, upon which the analysis, opinions, and conclusions expressed herein are based, are true and correct.
- 2. The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.
- 3. We have no present or prospective interest in the property that is the subject of this report, and I (we) have no personal interest or bias with respect to the parties involved. Robert Miller has not completed any prior appraisals on this property within the past three years.
- 4. Our compensation is not contingent on an action or event resulting from the analysis, opinions, or conclusions in, or the use of, this report.
- 5. Our analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice.
- 6. No one has provided significant professional assistance in the market research and data collection in this report.
- 7. Robert D. Miller has met or exceeded the minimum prescribed educational requirements for Re-certification as an Accredited Senior Appraiser (ASA) or the American Society of Appraisers.
- 8. Robert D. Miller did inspect the property that is the subject of this report. The inspection included an exterior inspection of the building only.

Robert D. Miller, ASA

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State Certified General R.E. Appraiser No. RZ1270

ADDENDUM

Photographs of Subject Property
Most Recent Deed
Qualifications of Appraiser

PHOTOGRAPHS OF THE SUBJECT PROPERTY



VIEW OF NORTHERN ELEVATION



STREET VIEW LOOKING NORTHERLY ON STATE ROAD 7



VIEW OF FRONT PARKING



VIEW LOOKING SOUTH ON STATE ROAD 7



VIEW OF EASTERLY ELEVATION



VIEW OF SOUTHERLY ELEVATION



VIEW LOOKING EASTERLY FROM REAR OF COVERED DRIVEWAY

MOST RECENT DEED

INSTR # 112416209, OR BK 50944 PG 757, Page 1 of 2, Recorded 07/18/2014 at 09:54 AM, Broward County Commission, Doc. D: \$0.70 Deputy Clerk ERECORD

Prepared by and return to: David R. Roy Attorney at Law David R. Roy, P.A. 4209 N. Federal Highway Pompano Beach, FL 33064 954-784-2961 File Number: 13-DR-1093

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 15th day of July, 2014 between Gaddis Capital Corporation, a Florida corporation, whose post office address is P.O. Box 950, Fort Lauderdale, FL 33302-0950, grantor, and Emmanuel Apostolic Ministries, Inc., a Florida not for profit corporation whose post office address is 4949 N. State Road 7, Tamarac, FL 33319, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Lot 7 of TAMARAC BUSINESS CENTER Section 4 of an unrecorded subdivision of Lot 9, FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 13, Township 49 South, Range 41 East; Broward County, Florida being more particularly described as follows:

Commencing at the Southeast corner of Lot 9, Section 13, Township 49 South, Range 41 East, FORT LAUDERDALE TRUCK FARMS, according to the Plat thereof, recorded in Plat Book 4, Page 31, of the Public Record of Broward County, Florida; thence North 0°12'12" West, along the East line of said Lot 9; 567.00 feet to a point; thence North 89°15'42" West, parallel with the South line of said Lot 9, 100.01 feet to the point of beginning of this description; said point being further described as being on the West Right-of-Way line of State Road No. 7 (US 441); thence continuing North 89°15'42" West, 250.00 Feet to a point; thence North 0°12'12" West, parallel with the East line of said Lot 9, a distance of 100.00 to a point; thence South 89°15'42" East, 250.00 feet to a point on the West Right-of-Way line of said State Road No. 7; thence South 0°12'12" East, along with West Right-of-Way line, 100.00 feet to the Point of Beginning.

A/K/A: 4949 N State Road 7, Tamarac, FL 33319

Parcel Identification Number: 494113-01-0046

This Special Warranty Deed is executed in Satisfaction of that Agreement for Deed dated April 11, 2011 and recorded April 21, 2011 in O.R. Book 47865, Page 433, of the Public Records of Broward County, Florida. The indebtedness secured by the Agreement for Deed has been consolidated, amended and restated by that Consolidation, Amendment and Restatement of Mortgage executed in favor of Grantor and recorded simultaneously herewith in the principal amount of \$552,612,58. Documentary stamps have already been paid with the recording of the Agreement for Decd.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Gaddis Capital Corporation, a Florida corporation

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(Corporate Seal)

State of Florida County of Broward

The foregoing instrument was acknowledged before me this 5-day of July, 2014 by Jesse P. Gaddis, President of Gaddis Capital Corporation, a Florida corporation, on behalf of the corporation. He [X] is personally known to me or [] has

[Notary Seal]

SANDRA J. BLACK
Commission # EE 877915
Expires April 14, 2017
Bonded That Tray Fals Insurance 609-365-7019

Sandra & Blac

Printed Name: Sandre J. B.

My Commission Expires: 4//

CFN # 109997804, OR BK 47865 Page 433, Page 1 of 11, Recorded 04/21/2011 at 10:31 AM, Broward County Commission, Doc. D \$4375.00 Doc M: \$2078.30 Int. Tax \$1187.50 Deputy Clerk 3405

w/c163

This Instrument Prepared By: DAVID R. ROY, P.A. David R. Roy, Esq. 4209 N. Federai Hwy. Pompano Beach, FL 33064 File No. 11-DR-066

AGREEMENT FOR DEED

THIS AGREEMENT made and entered into this 11 day of APLL 2011, by and between GADDIS CAPITAL CORPORATION, a Florida corporation, who office address is P.O. Box 950, Fort Lauderdale, FI. 33302-0950 (bereinafter "Seller") and EMMANUEL APOSTOLIC MINISTRIES, INC., a Florida not for profit corporation, whose address is 971 SW 71st Avenue, North Lauderdale, FL 33068, (hereinafter "Buyer");

WITNESSETH

WHEREAS, in consideration of the mutual promises and covenants contained in this Agreement, and other valuable consideration, the Sellers agree to sell and Buyer agrees to purchase the real property located at 4949 N. State Road 7, Tamarac, FL 33319 and more particularly described as follows:

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

upon the following terms and conditions:

1. PURCHASE PRICE AND TERMS:

- A. The purchase price shall be \$625,000.00. The purchase price shall be paid by the Buyer as follows. Immediately upon execution of this Agreement, Buyer shall pay to Seller the total sum of \$31,250.00 as an earnest money deposit, which shall be applied toward the purchase price and shall execute and deliver to the Seller a Promissory Note (attached hereto) in the sum of \$32,953,750.00 together with interest at \$6.0% per annum, payable in mouthly installments of \$2,958,75 per month, with the first payment commencing on August 1, 2011 and the final payment being due no later than [July 1, 2014. Said payment does not include the county real estate taxes, or insurance coverages required to be paid by the Buyer.
- B. Buyer shall pay the cost of the title insurance commitment and owners title insurance policy and Lenders title insurance policy, when issued. All other closing expenses shall be spirt equally between the parties hereto, including but not limited to documentary stamps, intangible taxes, recording tees and attorney's fees for the preparation of this Agreement and all other documents required to consummate this transaction.
- C. Buyer is obligated to make two additional principal reduction payments of \$15,625,00 each, which are to be tendered by the Buyer to the Seller on April 1, 2012 and April 1, 2013. If at any time during the term of this Agreement any sum payable by Buyer to Seller hereunder shall be overdue and unpaid or if Buyer shall have failed to keep or perform any of the terms or covenants of this Agreement, then Seller may, at its option (but Seller shall not be required to), record the Quit Claim Deed escrowed pursuant to the terms of Paragraph 4 herein or hold the Buyer in default pursuant to Paragraph 7 herein. In the event that the Buyer should breach any of the terms of this Agreement, Buyer hereby forfeits all monies paid to the Seller as part of this Agreement.
- D. On July 1, 2014 and so long as Buyer is not in default, Seller shall instruct the escrow agent to record the Warranty Deed putting the Buyer in title to the Property and the parties shall execute a Note and Mortgage Modification Agreement evidencing that the underlying indebtedness, as reflected by this Agreement for Deed and the statched Promissory Note, are to be extended upon the same terms and conditions for an additional two (2) year term as modified by the principal reduction payments referenced herein.

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2. WARRANTIES/DUTIES OF THE BUYER:

- A. The Buyer shall keep the real property fully insured naming the Seller as additional loss payees. See Paragraph 17 herein for complete insurance coverage requirements.
- B. Buyer shall be responsible for any repairs and/or general maintenance of said fixtures and appliances. All alterations, additions or improvements to the premises, except moveable office furniture and equipment installed at the expense of Buyer, shall, unless Seller elects otherwise in writing, become the property of the Seller upon the installation thereof, and shall be surrendered with the premises upon a default by the Buyer and subsequent sequisition by the Seller. Any and all renovations, alterations, additions, or improvements to the premises shall be done with all necessary or required permits and Buyer shall be obligated to ensure that any and all permits are finalized and closed out by the City of Tamarac or Broward County, Florida.
- C. Buyer agrees that Buyer will pay all charges of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character incurred by Buyer with respect to the premises, and will indemnify Seller from and against any and all expenses, costs, and charges, including bond premiums for release of liesa and attornery's fees reasonably incurred in connection with the defense of any anit in discharging the said premises or any part thereof from any liens judgements, or excambrances caused or suffered by Buyer. In the event any such lien shall be made or filed, Buyer shall bond against or discharge the same within twenty (20) days after the same has been made or filed. It is understood and agreed between the parties hereto that the expenses, costs, and charges above referred to shall be considered as additional rent and shall be included in any lien for rent.
- D. The Buyer herein shall not have any authority to create any liens for labor or material on the Seller's interest in the land, building or the premises and all persons contracting with the Buyer for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration, or repair of any facilities or other improvements on or about the premises, and all materialmen, contractors, mechanics, and laborers, are hereby charged with notice that they must look only to the Buyer and the Buyer's interests in the premises to secure the payment of any bill for work done, labor performed or material furnished at the request or instruction of the Buyer.
- E. The Buyer agrees to maintain the property in good repair and replace all improvements, equipment and systems located in or on the property at Buyers sole expense at such time as they need repair, maintenance or replacement. Buyer shall correct any violations of applicable building codes or governmental violations within the time provided by the applicable building codes of governmental agency. Any failure to correct or cure said violations shall constitute a default in this Agreement.
- F. Buyer shall not transfer, convey or encumber Buyer's interest in said property or in this Agreement, and any attempt to so transfer, convey or encumber shall be null and void and without effect.

3. WARRANTIES/DUTIES OF SELLER:

- A. Seller warrants and represents that Seller has good and marketable title to the property subject to the matters disclosed in this Agreement for Deed and has the absolute right to convey title to the Buyer. In accordance with Paragraph 4 herein, once the underlying mortgage to the Seller has been satisfied, the Seller shall instruct the Escrow Agent to record the Warranty Deed (held in escrow) conveying clear title to said real property into the name of the Buyer. Seller shall also record a Satisfaction or Release of this Agreement and have the same recorded in the Public Records of Broward County to remove the lien from the property.
- B. Seller covenants that they will not further encumber the property by mortgages or any other lien and if any lien or encumbrance shall be filed or recorded on the Public Records of the County, including a Judgment lien, Sellers shall promptly cause any such encumbrance to be removed and the title to the property cleared.

4. ESCROWING OF DEEDS:

A. At the time of execution of this Agreement, Seller will deposit with Buyers attorney, David R. Roy, P.A., as escrow agent, a Warranty Deed with Buyer as Grantee, properly executed in recordable form with instructions to the escrow agent to hold the Warranty Deed and to record the Warranty Deed in the Public Records of Broward County, Florida, conveying title to the Buyer at such

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time as the Buyer has made the final payment provided for herein and performed all terms of this Agreement for Deed. Seller shall also execute and record a Satisfaction of Mortgage releasing the lien Agreement for Deed. Seller of this Agreement for Deed.

B. In addition to the Warranty Deed received from the Sellers, the Buyer shall place a Quit Claim Deed with earrow agent with Sellers as Grantee, properly executed in recordable form with instructions to the escrow agent to hold the Quit Claim Deed until such time as Buyer defaults/breaches this Agreement as defined in Paragraph 7 below. Upon the occurrence of one of those items and the Seller provides the Buyer with 60 days written notice to cure the default/breach, and the failure of the Buyer to cure the default/breach described in the Sellers demand letter within that sixty (60) day period, shall authorize the escrow agent to record the Quit Claim Deed immediately thereafter without further notice or delay.

C. The escrowing of the Quit Claim Deed is not given as a preference against any other creditors of the Buyer and is given as there are no other person or persons, firms or corporations, other than the Seller named in the Quit Claim Deed interested, either directly or indirectly, in the Property and the Buyer is solvent and has no other creditors whose rights would be prejudiced by the transfer back to the Seller. The Buyer acknowledges and understands that in agreeing to serrow the Quit Claim Deed (with instructions that upon a default and a 60 day right to cure), the escrow agent shall be authorized to record the Quit Claim Deed should the Buyer fall to timely cure the default or breach and that the Buyer does not have to be sued by the Seller in order to record the Quit Claim Deed. The Buyer acknowledges that the Buyer was not acting under any dures, undhe influence, misapprehension, misrepresentation by the Seller and the same was Buyers free and voluntary decision based upon the favorable terms of this Agreement.

A. The Buyers rights under this Agreement for Deed shall be non-assignable without the prior written consent of the Sellers, which consent shall not be unreasonably withheld.

6. CONDITION OF THE PROPERTY:

6. CONDITION OF THE PROPERTY:
A. Buyer is aware that the Seller acquired the Property which is the subject of this transaction by way of foreclosure or deed in lieu of foreclosure, and that the Seller is selling and Buyer is purchasing the Property in an "As IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE. Buyer acknowledges for Buyer, for Buyer's successors, heirs and assignees, that the Buyer has been given a reasonable opportunity to inspect and investigate the Property and all improvements thereon, either independently or through agent's of Buyer's choosing, and that in purchasing the Property, Buyer is not relying on Seller or its agents as to the value or condition of the Property and/or any improvements thereon, including, but not limited to, roof, foundation, soils, electrical, plumbing, air conditioning, heating, pool, windows, mechanical systems, waster or septic systems, geology, boundary lines, encroschments, lot size or the existence of termites or other wood destroying organisms, radon or hazardous substances, whether or not the Property is located in a flood zone or whether the Property conforms to local ordinance or regulations, including zoning or suitability of the Property and/or in compliance with any city, county, State and/or Federal statutes, codes or ordinances. Buyer is not relying on Seller or it's agents as to the condition of the Property and/or any improvements thereon, including but not limited to mold, roof, foundations, etc.... Seller has no obligation to make any repairs or replace any lieus requiring replacement. Items of personal property are included in this sale only if the items are in or upon the property at the time of closing. Seller makes no representation or warranty as to the condition of any personal property, title thereto or whether any personal property is encumbered by lieus. THE PREMISES WEEE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN AN "AS IS" CONDITION BASED SOLELY UPON BUYER'S OWN INSPECTIONS.

A. Upon the happening of any of the following events, each of which shall constitute a default herender ("Event of Default"), all sums due hereunder shall thereupon or thereafter, at Seller's option, without notice or demand, become immediately due and payable: (a) failure of the Buyer or other party liable for payment of this Note to pay on or before expiration of any applicable grace period, any sum due hereunder; (b) occurrence of an Event of Default as defined in the Note or the indebtedness evidenced hereby; (c) filing of any petition under the Bankruptor Code or any similar federal or state statute by or against the Buyer or the insolvency of the Buyer which is not dismissed or

discharged within sixty (60) days; (d) making of a general assignment by the Buyer for the benefit of creditors, appointment of or taking possession by a receiver, trustee or custodian or similar official for Buyer or for any assets of the Buyer or institution by or against the Buyer of any kind of insolvency proceedings or any proceeding for dissolution or liquidation of the Buyer which is not dismissed within any proceeding for dissolution or liquidation of the Buyer which is not dismissed within sirty (60) days of the filing thereof; (e) entry of a final judgment in excess of Fifty Thousand and No/100 (\$50,000.00) Dollars against the Buyer which is not estaisfied or transferred to bond within thirty (30) days of the date of entry; (f) issuance of any writ or attachment or writ of gamishment of filing of any lien against any Collateral or the property of the Buyer which is not dismissed within sixty (60) days of the date of issuance or filing, whichever is applicable; (g) taking of possession of any material Collateral or of any substantial part of the property of the Buyer at the instance of any governmental authority; (h) dissolution, merger, consolidation, or reorganization of the Buyer; (a) assignment or sale by the Buyer of any equity in any collaieral security without the prior written consent of Seller which consent will not be unreasonably withheld or (f) if all or any part of the property or an interest therein is sold or transferred by Buyer in any manner whatsoever without Seller's prior written consent.

Seller shall have all of the rights and remedies of a creditor, mortgagee and secured party under all applicable law. Without limiting the generality of the foregoing, upon the occurrence of any default hereunder, Seller may, at its option, and without notice or demand (i) declare the entire unpaid principal and accrued interest accelerated and due and payable at once, together with any and all other liabilities of Buyer or any of such liabilities selected by Seller; and (ii) the Seller shall have the right to record the Quitt Claim Deed referenced in Paragraph 4 above as a Deed in Like of Foreclosure, and the Buyer shall be held responsible for the payment of the Seller's attorneys fees and costs incurred as a result. Seller must provide the Buyer with sky (60) days written notice specifying the defanit/breach by the Buyer and the Buyer must cure the defanit/breach within that skry (60) days written notice specifying the defanit/breach of the Seller shall have the immediate right to instruct the escrow agent to record the Quit Claim Deed.

C. In the event that Seller should bring suit for the foreclosure of the premises, for the recovery of any payment herein provided for, for a breach of any provision of this Agreement, or for any other retief againes Buyer hereunder, or in the event that Buyer shall bring any action for any relief against Seller arising out of this Agreement, then all costs and expenses thereof, including reasonable attorney's fees, incurred by the prevailing party shall be paid by the other party, which obligation on the part of such other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether the action is prosecuted to judgment. This right is in addition to the right given Seller to record the Quit Claim Deed escrowed pursuant to the agreement of the parties as described in Paragraph 4.

8. BINDING EFFECT: This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and, excepts as otherwise provided herein, the assigns of the parties hereto. If any provision of any Section of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of that Section, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of said Section and of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

9. SEVERABILITY: If any term of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. GOVERNING LAW: This agreement shall be governed by the laws of the State of Florida.

11. SOLC(3) TAX EXEMPTION: Buyer, at its earliest possible opportunity, will apply with the Broward County Property Appraiser to seek the tax exemption provided to religious organizations, thereby exempting the property from real estate taxes. If Buyer cannot obtain the exemption from the Broward County, Buyer understands that it is responsible for the payment of the annual real estate taxes that come due for 2011 and thereafter. Selfer can require, at its option, that Buyer establish an escrow account to ensure payment of the annual real estate taxes.

12. JURY WAIVER: To the extent permitted by law, Seller and Buyer hereby waive trial by jury in any action, proceeding or counterclaim involving any matter whatsoever arising out of or in any way

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connected with this Agreement, the relationship of Seller and Buyer, Buyer's use or occupancy of the premises (except for personal injury or property damage) or involving the right to any statutory relief or remedy, under no circumstance shall Buyer interpose any counterclaim of any kind or nature in any summary proceeding commenced by Seller against Buyer.

- 13. NOTICES: Any bill, notice, or demand from Seller to Buyer, may be delivered personally at the premises or sent by registered or certified mail to the premises. Such bill, notice or demand shall be deemed to have been at the time of delivery or mailing. Any notice from Buyer to Seller must be sent by registered or certified mail to the last address designated in writing by Seller.
- 15. CAPTIONS, ETC.: The captions herein are inserted only for convenience, and are in no way to be construed as a part of this Agreement or as a limitation of the scope of any provision of this Agreement.
- 16. MODIFICATION: This Agreement may not be changed, waived, discharged or terminated crally, but only by an instrument or instruments in writing signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.
- 17. INSURANCE COVERAGES: Buyer shall maintain during the entire term, the following:
- A. Casualty insurance, insuring Seller and Buyer as their interest may appear, against loss or damage by fire and other risks from time to time included under "extended coverage" and "all risk" policies, in the amount of the full replacement cost of all leasehold improvements that constitute a part of the Property as of the date this Agreement is executed and all subsequent alterations, additions, decorations, and improvements to the Property and all furniture, trade fixtures, equipment, merchandise, and all other items of Buyer's property;
- B. Comprehensive general liability insurance, including public liability and property damage, insuring against claims for bodily injury, death or property damage occurring on, in or about the Property. Such insurance shall have a minimum combined single limit of liability of at least One Million Dollars (\$1,00,000) (subject to reasonable increases from time to time upon written request from Seller) and shall include broad form contractual liability insurance coverage insuring Buyer's indemnity obligations under this Agreement. Such insurance shall also cover Buyer as the named insured and Seller (and any affiliates of Seller as may be designated by Seller from time to time including but not limited to any managing agent of the Building) as additional insured;
 - C. Insurance against loss or damage to plate glass in or on the Property; and
- D. Such other insurance on the Property in such amounts and against such other insurable hazards as Seller may from time to time require which at the time are commonly obtained in the case of property similar to the Property.
- E. General Insurance Requirements. Each policy of insurance required to be carried by Buyer shall be issued by companies of recognized financial standing authorized to issue such insurance in the State of Florida. Each policy of insurance shall contain an agreement by the insurer that it will not cancel or fail to renew or amend such policy or reduce the coverage thereunder except after thirty days' prior written notice to Seller and that any loss otherwise payable thereunder shall be payable nowithstanding any set, consistion or negligence of Buyer which might, absent such agreement, result in a forficiatre of all or a part of such insurance payment. Any deductible amounts under any insurance policies shall be subject to Seller's prior written approval.

On or prior to the execution of this Agreement, Buyer shall deliver to Seller certificates of the insurers, evidencing all of the insurance which is required to be maintained by Buyer hereunder together with evidence of the payment of all premiums therefore, and Buyer shall, within thirty days prior to the expiration of any such insurance, deliver other certificates of the insurers evidencing the renewal or replacement of such insurance together with evidence of the payment of all premiums therefor. Should Buyer fail to maintain or renew any insurance provided for in this Section, or to pay the premium therefor, or to deliver to Seller any of such certificates, then Seller, at its option, but without obligation to do so, may, upon five day's notice to Buyer, procure such insurance, and any sums so expended by Seller (together with a 20% administrative expense for procuring such insurance) shall be additional rent hereunder and shall be paid by Buyer to Seller within tent (10) days after demand therefor. Buyer shall hold Seller harmless from and against any and all demands, claims, proceedings, actions or causes or action, losses, damages, liabilities, fines, penalties, costs, expenses

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(including attorneys fees) arising from or in connection with, or occasioned wholly or in part by (i) Buyer's use or occupancy of the Property; (ii) any act, omission, or negligence of Buyer or its agents, contractors, employees, servants, licensees, or invitees; and (iii) any violation of this Agreement or failure to comply with any of its terms or covenants by Buyer. Seller shall not be responsible for the acts or omissions of any other Buyer or third party that may interfere with Buyer's use and enjoyment of the Property. Seller shall not be liable to Buyer for losses to Buyer's property or personal injury caused by criminal acts or entry by unauthorized persons into the Property. This Section shall survive the termination of this Agreement and the expiration of the term of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

a Florida corporation

Sign.

PROMISSORY NOTE COP

\$593,750.00

Effective as of March 11, 2011

FOR VALUE RECEIVED, Emmanuel Apostolic Ministries, Inc., a Florida not for profit corporation (the "Borrower"), promises to pay to the order of Gaddis Capital Corporation, a Florida corporation and its successors and/or assigns, (the "Lender"), the principal sum of Five Hundred Ninety Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$593,750,000.00) Dollars, together with interest as bereinafter stated.

- Definitions. As used in this Note, the following terms shall have the respective meanings indicated:
- a. "Agreement For Deed" shall mean that certain Agreement For Deed executed by Borrower, as Buyer, to the Lender, as Seller, encumbering certain real property located in Broward County, Florida described therein. The Agreement for Deed shall secure this Note.
- b. "Other Loan Documents" shall mean all documents executed by Borrower in favor of Lender in connection with the loan evidenced by this Note, other than the Agreement for Deed.
- c. "Property" shall mean the property encumbered by and subject to the lien of the Agreement for Deed.
- 2. Payments. Interest only payments of \$2.968.75 shall commence on August 1, 2011 and on the 1st day and continuing on the 1st day of each and every calendar month thereafter, through and including the Maturity Date (as defined herein) in lawful money of the United States of America at the principal office of the Lender, being P.O. Box 950, Fort Lauderdale, FL 33302-0950, or at such other place or places as they or the holders hereof may from time to time hereafter designate in writing, as follows:
- a. Interest Rate. Interest shall accrue under this Note at the rate of Six (6%) of the unpaid principal balance per annum: Interest shall be calculated on the basis of a 360 day year for the actual number of days elapsed.
- Maturity Date. Notwithstanding anything to the contrary herein, the entire
 outstanding principal balance of this Note, together with any accrued interest, shall be due and payable
 on <u>July 1, 2014</u>, (the "Maturity Date").
- c. Principal Reduction Payments. Borrower is obligated to make two principal reduction payments of \$15,625.00 each which are to be tendered by the Borrower to the Lender on April 1, 2012 and April 1, 2013. The principal of the Promissory Note shall be reduced accordingly and the monthly interest only payment shall be modified to reflect the principal reduction. Borrowers failure to remit one of these principal reduction payments shall constitute a default as described in Paragraph 7 below.
- d. Allocation. All payments made upon this Note shall be applied as follows: (1) to reduce charges owed by the Borrower that are neither principal nor interest, (2) the remainder of each such payment will be applied first to accrued but unpuid interest and then to unpuid principal, and (3) any partial prepayment of principal will be applied to installments due in the inverse order of their maturity and no such partial prepayment of principal will have the effect of postponing, satisfying, reducing or otherwise affecting any scheduled installment before the Note is paid in full.
- 3. Late Charge. All installments of interest or payments of principal provided for in this Note shall be paid promptly when due and, if not paid within ten (10) days after the due date thereof, shall be subject to a late charge in an amount equal to Five (5%) of the payment due and shall be paid to Lender in addition to and at the time of payment of the delinquent installment or payment.
- Prepayment. Borrower shall have the right to prepay the principal balance of this Note, in whole or in part, without penalty at any time, upon payment of all interest and other sums then due and payable pursuant to the provisions of this Note.
- Interest Limitation. If the calculation of interest or the imposition of a change in the rate of interest after acceleration upon default or the payment of any fees or other charges which are

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construed to be interest under applicable law, rule, or regulation in effect from time to time, result in an effective rate of interest higher than that permitted to be paid under applicable law, rule, or regulation in effect from time to time, then such charges shall be reduced by a sun sufficient to result in an effective rate of interest no greater than the maximum effective rate of interest permitted to be paid under applicable law, rule or regulation in effect from time to time. The Lender may, in determining the maximum rate permitted under applicable law, rule, or regulation in effect from time to time, take advantage of (1) the rate of interest permitted by Florida Statutes Chapter 665 (Florida Savings Association Act), by reason of both Section 687.12 Florida Statutes Chapter 686 (Florida Savings Association Act), by reason of both Section 687.12 Florida Statutes (Thatter stress; parity among licensed lenders or creditors) and 12 United States Code, Sections 83 and 86, and (ii) any other law, rule or regulation in effect from time to time, available to Lender which exempts Lender from any limit upon the rate of interest it may charge or grants to Lender the right to charge a higher rate of interest than that permitted by Florida Santutes, Chapter 687. Notwithstanding the foregoing, the maximum interest rate which may be charged hereunder shall not exceed eighteen (18.00%) percent. Upon maturity of this Note, whether by acceleration or in due course, interest shall be recalculated over the actual life of the loan based upon the amounts outstanding, and if the total amount of Interest therefore paid exceeds the amount permitted to be paid under applicable law, rule, or regulation in effect from time to time, the excess shall be credited to Principal, or if such excess exceeds the Principal amount due hereunder, refunded to the Borrower.

- Principal amount one hereunder, retunded to the Borrower.

 6. Coasent and Walver. The Borrower and any endorsers, sureties, guarantors and all others who are, or may become liable for the payment hereof joint and severally: (i) waive presentment for payment, demand, notice of demand, notice of anompayment or dishonor, protest and notice of protest o this Note, and all other notices in consection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note; (ii) consent to all extensions of time, renewals, postponements of time of payment of this Note; (ii) consent to all extensions of time, renewals, postponements of time of payment of this Note or other modifications between from time to time prior to or after the maturity without notice, consent, or consideration to any of the foregoing; (iii) agree to any substitution, exchange, addition or release of any party or person primarily or secondarily liable hereon; (iv) agree that the Lender shall not be required first to institute any suit, or to exthust its remedies against the undersigned or any other person or party to become liable hereunder or against the security in order to enforce the payment of this note; (iv) agree that, potwithstanding the occurrence of any of the foregoing (except by the express written release by Lender of any such person), the undersigned shall be and remain, jointly and severally directly and primarily liable for all sums thee under this Note, and (iv) waive the right to trial by jury if any suit be brought to enforce or challenge the validity or enforceability of this Note.
- brought to enforce or challenge the validity or enforceability of this Note.

 7. Events of Default. Upon the happening of any of the following events, each of which shall constitute a default hereunder ("Event of Default"), all sums due hereunder shall thereupon or thereafter, at Lender's option, without notice or demand, become immediately due and payable: (a) failure of the Borrower or other party liable for payment of this Note to pay on or before expiration of any applicable grace period, any sum due hereunder; (b) occurrence of an Event of Default under any of the Loan Documents or any other loan agreement or security instrument now or hereafter in effect which by its terms covers this Note or the indebteness evidenced hereby; (c) filing of any petition under the Bankrupty; Code or any similar federal or state status by or against the Borrower or the insolvency of the Borrower which is not dismissed or discharged within sixty (60) days; (d) making of a general assignment by the Borrower of the borrower or dissipation of the Borrower or similar official for Borrower or for any assets of the Borrower or which is not dismissed or discharged or any proceedings for dissolution or liquidation of the Borrower which is not dismissed within sixty (60) days of the filing thereof; (e) entry of a final judgment in excess of Fifty Thousand and No/100 (\$50,000.00) Dollars against the Borrower which is not satisfied or transferred to bond within thirty (90) days of the date of entry; (f) issuance of any writ or attachment or writ of garnishment or filing of any lien against any Collateral or the property of the Borrower which is not dismissed within sixty (60) days of the date of issuance or filing, whichever is applicable; (g) taking of possession of any material Collateral or of any substantial part of the property of the Borrower which is not dismissed within sixty (60) days of the date of issuance or any equity in any collateral security which secures payment of this Note without the prior written consent of Lender w

Lender shall have all of the rights and remedies of a creditor, mortgagee and secured party under all applicable law. Without limiting the generality of the foregoing, upon the occurrence of any default bereunder, Lender may, at its option, and without notice or demand (i) declare the entire unpaid principal and accrued interest accelerated and due and payable at once, together with any and all other liabilities of Borrower or any of such liabilities selected by Lender; and (ii) the Lender shall have the

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right to record the Quit Claim Deed referenced in Paragraph 4 of the Agreement for Deed as a Deed in Lieu of Foreclosure, and the Borrower shall be held responsible for the payment of the Lender's attorners fees and costs incurred as a result. Lender must provide the Borrower with staty (60) days written notice specifying the default/breach by the Borrower and the Borrower must cure the default/breach within that staty (60) day period or the Lender shall have the immediate right to instruct the escrow agent to record the Quit Claim Deed.

From and after the occurrence of an Event of Default, as such term is defined herein, under this Note or the maturity thereof, whether normal maturity or accelerated maturity, both the unpaid principal hereof and accrued interest shall bear interest at eighteen (18%) or the highest lawful rate.

- 8. Anomeys Fees. All parties liable for the payment of this Note agree to pay the Lender reasonable attorneys' fees and costs, whether nor not an action is brought, for the services of counsel employed after maturity or default to collect this Note or any principal or interest due hereunder or to protect the security, if any, or enforce the performance of any other agreement contained in this Note or in any instrument of security executed in connection with this loan, including costs and attorneys' fees on any appeal or in any proceedings under the Federal Bankruptcy Code or in any postjudgment proceedings.
- 9. Florida Law. This Note constitutes a contract under the laws of the State of Florida and shall be enforceable in a court of competent jurisdiction in that state, regardless of which state this Note is being executed. Time is of the essence in this Note.
- Headings. The headings of the paragraphs contained in this Note are for the convenience of reference only and do not form a part hereof, and no way modify, interpret or construe the meaning of the parties hereto.
- 11. Security. This Note is secured by inser alia, the Agreement for Deed and the Other Loan Documents. It is expressly agreed that all of the covenants, conditions and agreements of the Borrower under the Agreement for Deed and Other Loan Documents are made a part of this Note and shall be included in the interpretation of this Note.
- 12. Advancement of Funds. The funds evidenced hereby are to be advanced by the Lender to the Borrower pursuant to the agreement between the Lender and the Borrower, and the Lender shall have no obligation to advance the funds in the event that the Borrower has failed to comply with the terms of or is otherwise in default under this Note, the Agreement for Deed, or any Other Loan Documents.
- 13. Compliance Agreement. For and in consideration of the funding or renewal of this loan by Lender, the Borrower hereby agrees to cooperate or re-execute any and all loan documentation deemed necessary or desirable in Lender's discretion, in order to correct or to adjust for any clerical errors or omissions contained in any document executed in connection with this loan.
- 14. Non-Applicability of Truth In Lending Laws. Reference is made to the Federal Truth In Lending Act and Regulation Z of the Reserve Board. More particularly, reference is made to Sect. 226.3 of said Regulation Z. Borrower does hereby advise Lender that the loan secured hereby is not for personal, family household, or agricultural uses. More specifically, he loan shall be used solely for business or commercially related purposes. The net proceeds of the loan were used for the sole purpose of business investment. Without limitation on any of the foregoing, the loan does not require a disclosure statement under the Federal Truth in Lending Act and Regulation Z of the Federal Reserve Board.
- 15. Extensions/Modifications/Renewals. Each Borrower hereby expressly consents to any and all extensions, modifications and renewals, in whole or in part, including but not limited to changes in payment schedules and interest rates, and all delays in time of payment or other performance which Lender may grant or permit at any time and from time to time without limitation and without any notice to or further consent of any Borrower. Each Borrower shall also be bound by each of the foregoing eerms, and those contained in the guaranty portion hereof, deemed to be a part of this Note, without the requirement that Lender first go against any security interest otherwise held by Lender.

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BORROWER

Emmanuel Apostolic Ministries, Inc. a Florida new for profit corporation

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FL D/L R 200-113-62-873-0



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Exhibit A

Lot 7 of TAMARC BUSINESS CENTER Section 4 of an unrecorded subdivision of Lot 9, of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 13, Township 49 South, Range 41 East; Broward County, Florida being more particularly described as follows:

Commencing at the Southeast corner of Lot 9, Section 13, Township 49 South, Range 41 East, FORT LAUDERDALE TRUCK FARMS, according to the Plat thereof, recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida; thence North 0° 12'12" West, along the East line of said Lot 9; 567.00 feet to a point; thence North 89° 15'42" West, parallel with the South line of said Lot 9; 100.01 feet to the point of beginning of this description; said point being further described as being on the West Right-of-Way line of State Road No. 7 (US 441); thence continuing North 89° 15'42" West, 250.00 feet to a point; thence North 0°12'12" West, parallel with the East line of said Lot 9, a distance of 100.00 feet to a point; thence South 89° 15'42" East, 250.00 feet to a point on the West Right-of-Way line of said State Road No. 7; thence South 0° 12'12" East, along with West Right-of-Way line, 100.00 feet to the Point of Beginning.

a/k/a 4949 N. State Road 7, Tamarac, FL 33319

Parcel Identification Number: 494113-01-0046

File Number: 11-DR-066

DoubleTime

QUALIFICATIONS

ROBERT D. MILLER, ASA

EDUCATION: Appraisal Institute Courses

SSP Standards of Professional Practice
 I-A Fundamentals of Real Estate Appraisal
 I-B Capitalization Theory and Techniques
 Appraising a Single-Family Residence

2-1 Case Studies in Real Estate Valuation

2-2 Report Writing

Business Valuation Seminar Litigation Valuation

Other Appraisal Courses

Mass Appraisal of Residential Properties

Florida State Law and USPAP Factory Built Housing

Automated Valuation Models

PROFESSIONAL Senior Member of American Society of Appraisers-

AFFILIATION: South Florida Chapter No. 82 – Accredited Senior Appraiser (ASA) Real

Property Urban

LICENSED: Certified General Real Estate Appraiser #RZ1270- State of Florida(1992-2020)

EXPERIENCE: 1995-Present Real Estate Appraiser- Owner Appraisal Firm

1993-Present Vice President-The Urban Group, Inc.

1978-1993 Real Property Analysts, Inc., Fort Lauderdale,

Florida, Executive Vice President

1987 Involved in United States Senate Study Right-of-Way

Acquisition Procedures

QUALIFIED AS

EXPERT WITNESS FOR: Litigation in Broward, Dade, Monroe, Palm Beach, Collier and Duval Counties,

Florida and Lake, Kankakee, Cook and DuPage Counties, Illinois. Testified in

Acquisition projects

Income tax analysis

Investment analysis

ROW Cost Analysis

Special assessments

Tax assessments

Review Services

Federal Court in Ft. Lauderdale and Miami, Florida, and Texas

HAS COMPLETED: Appraisal Assignments Counseling

Commercial, vacant, and improved

Condemnation projects

Industrial, vacant, and improved

Multi-family residential, Mobile Home Parks Office, vacant and improved

Special purpose properties

PREVIOUS CLIENTS

PRIVATE

REGENCY CENTERS, INC. CLEAR CHANNEL OUTDOOR LENNAR HOMES

SBA TOWERS INC.
UNITED HOMES

ATTORNEY

ACKERMAN SENTERFITT BECKER & POLIAKOPF

BILLINGS COCHRAN HEATH LYLES MAURO ANDERSON

COKER AND FEINER BRIAN PATCHEN, PA DALE BRUSCHI, PA HOLLAND & KNIGHT TEW CARDENAS

WEISS-SEROTA-HELFMAN

MORTGAGE

AMERICAN HOME LOANS

BANK UNITED CELTIC MORTGAGE CHARTER MORTGAGE

COMMUNITY BANK OF BROWARD-CORAL SPRINGS

FIRST RESIDENTIAL MORTGAGE HOME ACCESS MORTGAGE INEEDA MORTGAGE CORP KEMPER MORTGAGE KEY FINANCIAL

LIBERTY FINANCIAL
MONEY CORPORATION

OCEANSIDE LENDING CORPORATION

PEAK MORTGAGE

SOUTH FLORIDA MORTGAGE CONSULTANTS

WELLS FARGO

NSP PROGRAMS

CITY OF MARGATE

CITY OF CORAL SPRINGS CITY OF FORT LAUDERDALE

CITY OF HOLLYWOOD CITY OF TAMARAC CITY OF LAKE WORTH CITY OF MIRAMAR

CITY OF NORTH LAUDERDALE

CITY OF SUNRISE TOWN OF DAVIE

GOVERNMENT

BROWARD COUNTY

BROWARD COUNTY SCHOOL BOARD

CITY OF BOYNTON BEACH

CITY OF CORAL SPRINGS

CITY OF DELRAY BEACH

CITY OF FORT LAUDERDALE

CITY OF FORT MYERS

CITY OF HALLANDALE BEACH

CITY OF HOLLYWOOD

CITY OF LAUDERDALE LAKES

CITY OF KEY WEST

CITY OF MARGATE

CITY OF MIAMI

CITY OF MIAMI SPRINGS

CITY OF MIRAMAR

CITY OF SUNRISE

CITY OF TAMARAC

CITY OF SUNRISE

FLORIDA DEPARTMENT OF TRANSPORTATION

FLORIDA DEPT OF ENVIRONMENTAL PROTECTION

MIAMI DADE COUNTY

PALM BEACH COUNTY

PALM BEACH COUNTY SCHOOL BOARD

SOUTH FLORIDA WATER MANAGEMENT

TOWN OF DAVIE

TOWN OF LAUDERDALE BY THE SEA

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CITY OF FT. LAUDERDALE

CITY OF CORAL SPRINGS

CITY OF MIAMI-OMNI CRA

CITY OF DELRAY BEACH

CITY OF HALLANDALE BEACH

CITY OF TAMARAC

CITY OF MARGATE

CITY OF CLAIDING

CITY OF SUNRISE

CITY OF LAKE WORTH

TOWN OF DAVIE