

LETTER OF INTENT
CITY OF SUNRISE
DEVELOPMENT INCENTIVE AGREEMENT

September ___, 2026

This Letter of Intent for Development Incentives (“**LOI**”) is to set forth the terms and conditions to be included in a Development Incentive Agreement (“**Incentive Agreement**”) by and between the City of Sunrise, a Florida municipal corporation (“**City**”) and PC GP Holdings II, LLC, a Florida limited liability company (“**Developer**”), and any successor or assigns thereof.

The City and Developer agree to a land swap of parcels (“**Swap Agreement**”) for the RaceTrac Parcel and the Vacant Land Parcel (as hereinafter defined) in exchange for the Developer to develop workforce housing, and to incentivize the development of vacant property located within the City. In accordance with Section 3.12 of the City Charter, the formal conveyance of the Racetrac Parcel, as defined below, to the Developer shall require separate City Commission approval.

By resolution, the City shall authorize the City Attorney and City Manager to prepare, negotiate, finalize, and amend the Incentive Agreement, the Swap Agreement, and the Agreement to Assign, as defined below. The Incentive Agreement, the Swap Agreement, and the Agreement to Assign shall be finalized and executed without any further City Commission or other governmental or quasi-governmental approval, provided that the terms in the Incentive Agreement, the Swap Agreement, and the Agreement to Assign do not materially deviate from the terms contained in this LOI, as approved by the City Commission.

PROPERTY: “Racetrac Parcel”: NW 68th Avenue and West Oakland Park Blvd., Sunrise, FL 33313 (Parcel #494127330012) legally described on **EXHIBIT A** hereto; and

“Vacant Land Parcel”: A parcel of land located in the vicinity of NW 64th Avenue and West Oakland Park Blvd, Sunrise, FL 33313, consisting of approximately 0.75 acres of land, to be acquired by the Developer, and legally described on **EXHIBIT B** hereto. The Vacant Land Parcel is a portion of land which the Developer is under contract to acquire from Terra Colorado Inc., a Florida corporation, pursuant to that certain Purchase and Sale Agreement effective May 16, 2024, as amended (the “**Vacant Land Purchase Agreement**”).

PROJECT: The Developer intends to develop a mixed-income multifamily rental housing development (“**Project**”), which Project shall be comprised of approximately 229 residential units, as depicted on the preliminary site plan and conceptual renderings attached as **EXHIBIT C**, which shall be adjusted as may be required in order to obtain all government and financing approvals required by Developer.

PUBLIC PURPOSE: The Project is located within the limits of the East Sunrise Improvements Master Plan (Master Plan). The Master Plan was completed in 2019 and

THIS DOCUMENT IS EXEMPT FROM PUBLIC RECORDS AND EXEMPT FROM THE SUNSHINE ACT. THE INFORMATION CONTAINED HEREIN CONSTITUTES CONFIDENTIAL TRADE SECRETS AND IS EXEMPT PURSUANT TO SECTIONS 812.081, 815.04, AND 815.045, FLORIDA STATUTES

identified the Project's location as an "Opportunity Site" for redevelopment and referred to this location as a highly visible site that provides a unique opportunity for new and higher quality rental housing. This redevelopment project could serve as a catalyst for redevelopment of other nearby commercial properties that are in desperate need of investment. The City hereby determines that the Project is consistent with goals and objectives of the Master Plan and furthers the City's goals and objectives for economic development and the creation of affordable workforce housing ("**City's Public Goals**"). If the City's Public Goals are not adequately addressed, the quality of life, health, safety and general welfare of the City's residents could be negatively impacted. The purpose of this LOI and the Incentive Agreement is to provide incentives to facilitate the development of the Project, which is deemed to be a public purpose to help achieve the City's Public Goals and improve the general health, safety and welfare, all in accordance with Section 166.04151(6), Florida Statutes.

CLOSING PROCEDURE:

The transactions contemplated herein shall occur in accordance with the following sequence:

- (1) On the date that is the later of (i) five (5) days after the date of this LOI, or (ii) the date that the Developer and the City enter into the Swap Agreement, the Developer and the City shall enter into an Agreement to Assign ("**Agreement to Assign**") in substantially the form attached hereto as **EXHIBIT D**, pursuant to which the Developer shall agree to assign, and the City shall agree to assume, the Developer's rights and obligations under the RaceTrac Purchase Agreement. Simultaneously with the execution of the Agreement to Assign, the Developer and the City shall enter into the Swap Agreement.
- (2) Subject to the execution of the Agreement to Assign and the Swap Agreement, the Assignment shall be executed on the Closing Date under the RaceTrac Purchase Agreement, and the City shall acquire the RaceTrac Parcel.
- (3) The Developer shall close on the Vacant Land Purchase Agreement, including acquisition of the Vacant Land Parcel.
- (4) Upon or following both the City's acquisition of the RaceTrac Parcel and the Developer's acquisition of the Vacant Land Parcel, the City and the Developer shall consummate the transactions contemplated by the Swap Agreement, provided that (i) the Developer has obtained the necessary financing from its lender(s) and is prepared to close on such financing simultaneously with the closing under the Swap Agreement, and (ii) the Developer has received all City of Sunrise Building Permits required for the development of the Project. At closing, (a) the City shall deliver a special warranty deed to Developer conveying fee simple interest of the RaceTrac Parcel, and (b) the Developer shall simultaneously deliver a special warranty deed to the

City conveying fee simple interest of the Vacant Land Parcel to the City. Developer shall be responsible for the cost of title insurance under the Swap Agreement, and the City shall pay the documentary stamp taxes and the cost of recording the special warranty deed conveying the RaceTrac Parcel to the Developer.

AMI: Area Median Income ("**AMI**") shall mean the Broward County Area Median Income, as set forth each year by the Department of Housing and Urban Development ("**HUD**").

HOUSING REQUIREMENTS: The Developer agrees to rent a minimum of fifty-seven (57) of the total dwelling units in the Project to qualified households whose total annual adjusted gross household income is equal to or less than 120% of AMI ("**Workforce Units**"). The remaining units in the Project shall be unrestricted. The maximum rent the Developer may charge for any Workforce Units shall be governed by the rent limit amounts established and published annually by HUD for the type and size of the unit, for the Broward County Metropolitan Statistical Area. The Developer also agrees to maintain the Project as a multi-family rental development and shall not convert, or permit the conversion of, any portion of the Project to fee-simple condominium ownership for a period of thirty-five (35) years from Completion Date as defined herein.

COMPLETION DATE: The "Completion Date" shall be the date that the last certificate of occupancy is issued for the Project.

FIRST LOOK: During the initial lease-up of the Project, Developer's property management company will provide Project marketing and leasing materials ("**Materials**") to the City so that the City can distribute Materials to City of Sunrise employees prior to marketing to the general public ("**First Look**"). The First Look program shall provide a minimum of thirty (30) days advance opportunity for City of Sunrise employees to tour, apply for, and obtain a rental unit before being offered to the general public, subject to satisfaction of standard rental application requirements and conditions, including but not limited to credit and background checks as applicable. Additionally, Sunrise employees shall receive a fifty (50) percent discount on rental unit application fees. After completion of the initial lease-up period, and to the extent there is a waiting list for the Project, Sunrise employees shall receive priority on any waiting list for available units in the Project.

ENTRANCE FEATURE: The Developer shall substantially demolish the entry features on the east and west side of NW 68th Avenue, at the southern portion of the Project and at the intersection of NW 68th Avenue and Sunset Strip. The Developer will reconfigure the entry features as reasonably approved by the City and Developer, as generally depicted in EXHIBIT E. Such work shall be completed within 60 days of the issuance of the first certificate of occupancy.

NATURAL GAS: The Developer shall utilize the City's natural gas for the BBQ grills and pool heater in the common areas, if the following criteria are met: (i) the connection point to main gas line is within 200 feet of the devices that rely on gas, and (ii) the connection is available at the time of building permit issuance.

RESTRICTIVE COVENANT: On or prior to the issuance of a building permit for the Project, the Developer shall record a Restrictive Covenant on the Project site in the public records of Broward County to document the Housing Requirements above, which shall remain in effect for a period of thirty (30) years following the Completion Date ("**Restrictive Period**"). While the City is the beneficiary of the Restrictive Covenant, it is acknowledged that the Workforce Units may be cross-utilized in a separate covenant recorded by any third party, provided however, that the requirements contained in the Restrictive Covenant and the benefits to the City thereof are not materially modified or impacted. The Restrictive Covenant shall be in substantially the form attached as **EXHIBIT F**, or as otherwise modified in order to adhere to requirements of any other funding party.

RESTRICTIVE COVENANT COMPLIANCE: By March 1st following the one-year anniversary of the Completion Date, and by March 1st of each subsequent year during the Restrictive Period, Developer shall provide the City Manager with a signed certificate certifying compliance with the Housing Requirements.

SUBORDINATION: All of the terms and provisions of the Incentive Agreement shall be subordinate to Developer's lender(s) and the rights granted under the loan documents and the City agrees to revise any provisions necessary in any of its documents, by amendment if necessary, in order to meet the reasonable requirements of the Developer's lender(s) or any other funding party, without any approval by the City Commission or any other governmental or quasi-governmental approval.

ASSIGNMENT: The Developer may not assign this LOI, the Agreement to Assign, the Incentive Agreement, or the Swap Agreement without prior written approval from the City, except that Developer may assign any of the foregoing agreements to an entity which is owned by, controlled by, or under common control with Developer.

INDEMNIFICATION: To the fullest extent permitted by law, Developer agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of the Developer's performance or furnishing of services under this Agreement, to the extent that such claims, damages, losses or expenses are attributable to (1) misappropriation or misuse of City funds by Developer, if and to the extent any such City funds are received by Developer, (2) violations by Developer of Chapter 163 or Chapter 166, Florida Statutes, (3) Developer's breach of this LOI, the

Agreement to Assign, Incentive Agreement, Swap Agreement, or any other agreements or documents executed by Developer in connection with the transactions contemplated herein or therein, (4) failure to comply with Housing Requirements, or (5) damage to City property, utilities, or equipment caused in whole or in part by gross negligence or willful misconduct of Developer, Developer's contractor(s) and subcontractor(s), or anyone directly or indirectly employed or hired by Developer or anyone for whose acts Developer may be liable. City reserves the right, but not the obligation, to participate in the defense without relieving Developer of any obligation hereunder. This indemnity obligation shall be superseded and replaced by the terms of the Incentive Agreement and Swap Agreement, and shall not survive the execution thereof.

The parties will use good faith efforts to finalize the Incentive Agreement and Swap Agreement in accordance with the terms contained herein on or before December 1, 2026.

This LOI, the Incentive Agreement and the Swap Agreement shall be made and construed in accordance with the laws of the State of Florida. This LOI may be executed in one or more counterparts, each of which shall constitute an original and together shall constitute one agreement.

[signature page follows]

AGREED TO AND ACCEPTED:

DEVELOPER:

PC GP HOLDINGS II, LLC

A Florida limited liability company

By: _____
David Deutch, President

Dated: _____

CITY OF SUNRISE:

By: _____
Mark S. Lubelski, City Manager

Dated: _____

EXHIBIT A

Description of RaceTrac Parcel

THE WEST 275 FEET OF TRACT "A" OF "SUNRISE OAKLAND FRONTAGE SECTION" ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 87, PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND LESS THEREFROM THE PROPERTY DEEDED TO BROWARD COUNTY BY QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 6661, PAGE 111 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRIANGULAR PARCEL OF LAND LOCATED IN TRACT "A" OF "SUNRISE OAKLAND FRONTAGE SECTION", AS RECORDED IN PLAT BOOK 87, PAGE 30, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. BOUNDED AS FOLLOWS: ON THE NORTH BY THE SOUTHERLY LINE OF THE 40 FOOT ROADWAY EASEMENT AS SHOWN ON SAID PLAT OF "SUNRISE OAKLAND FRONTAGE SECTION"; ON THE WEST BY THE WEST LINE OF SAID TRACT "A"; ON THE SOUTHEAST BY THE CHORD OF AN ARC WHICH IS CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, TANGENT TO THE SOUTHERLY LINE OF SAID 40 FOOT ROADWAY EASEMENT AND TANGENT TO THE WEST LINE OF SAID TRACT "A".

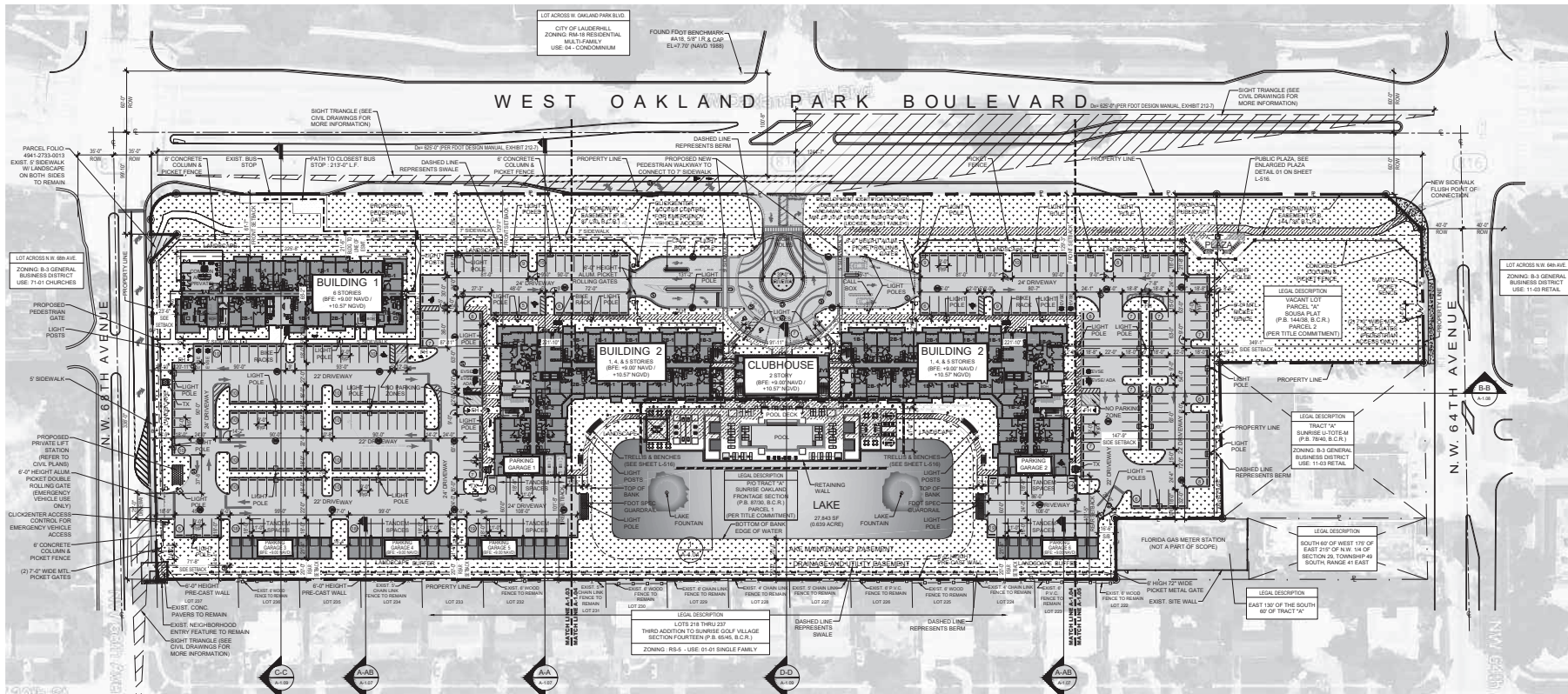
EXHIBIT B

Description of Vacant Land Parcel

Parcel A, of SOUSA PLAT, according to the plat thereof, as recorded in Plat Book 144, Page 38, of the Public Records of Broward County, Florida.

EXHIBIT C

Preliminary Site Plan and Conceptual Renderings for the Project



SITE PLAN LEGEND



ACCESSIBLE PARKING

ALL ACCESSIBLE PARKING TO MEET ALL APPLICABLE FEDERAL AND STATE CODES INCLUDING, BUT NOT LIMITED TO ADA, FHA, AND FRC - ACCESSIBILITY. SEE SHEET A-8.01 FOR ACCESSIBLE PARKING DETAILS.

TRASH PICKUP NARRATIVE

TRASH COLLECTION WILL OCCUR IN THE MORNINGS AT WHICH POINT ALL WASTE RECEPTACLES FROM TRASH COMPACTORS (WHICH ARE STORED INSIDE TRASH ROOMS PROVIDED). PROPERTY MANAGEMENT WILL BRING TRASH AND RECYCLING BINS TO DESIGNATED TRASH PICKUP AREA ON SCHEDULED TRASH/RECYCLING PICKUP DATES. PROPERTY MANAGEMENT WILL COORDINATE TRASH / RECYCLING DAYS ACCORDINGLY.

PARKING GARAGE NOTES

1. PARKING GARAGE BAYS AND CORRESPONDING TANDEN SPACES SHALL BE LEASED TO TENANTS ON A FIRST-COME, FIRST-SERVED BASIS.
2. PRIORITY WILL BE GIVEN TO UNITS THAT HAVE TWO VEHICLES. IF A GARAGE CANNOT BE LEASED, IT WILL STILL BE ASSIGNED TO A UNIT WITH TWO VEHICLES.
3. LEASES WILL INCLUDE LANGUAGE THAT:
 - 3.1. PROHIBITS THE USE OF GARAGE BAYS FOR STORAGE OR AS HABITABLE SPACE.
 - 3.2. SPECIFIES THAT ALL PARKING GARAGES ARE TO BE USED EXCLUSIVELY FOR PARKING VEHICLES.
4. MANAGEMENT WILL ENFORCE THESE REQUIREMENTS THROUGH LEASE AGREEMENTS SIGNED BY TENANTS.
5. VEHICLE IDENTIFICATION STICKERS (PID) WILL BE USED TO CONTROL AND ENFORCE PROPER USE OF THE GARAGE SPACES.

FLOOD ELEVATION NOTE

1. ALL ELEVATIONS SHOWN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
2. FLOOD ZONE X.
3. BASE FLOOD ELEVATION +9.00 NAVD (+10.57 NGVD).
4. ALL STRUCTURES DESIGNED BASED ON LATEST VERSION OF ASCE 24.

PROPOSED ART AT PLAZA NOTE

PRIOR TO THE BUILDING PERMIT SUBMITTAL, THE APPLICANT SHALL PROVIDE THE DETAILS AND ESTIMATED COST OF THE PUBLIC ART TO THE CITY MANAGER OR DESIGNEE. THE APPLICANT SHALL BE RESPONSIBLE FOR THE PLACEMENT AND MAINTENANCE OF THE PUBLIC ART.

REVISIONS:

LEAVE BLANK - FOR CITY USE ONLY



ANILLO
TOLEDO
LOPEZ

3191 coral way, suite 400
miami, fl 33145
tel: (305) 854-4070
tel: (305) 854-4079
architects@atllarchitecture.com
www.atllarchitecture.com

CLIENT



9100 SOUTH CADELANO BLVD, SUITE 700, MIAMI, FL 33156

PROJECT

INSPIRE AT SUNRISE
MULTIFAMILY PROJECT
W. OAKLAND PARK BLVD. & N.W. 68TH AVE.
SUNRISE, FLORIDA 33313

DRAWING TITLE

**OVERALL SITE PLAN &
GROUND FLOOR PLAN**
SCALE: 1" = 50'



SEAL



DATE

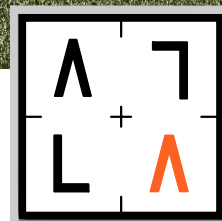
11-04-2025

SHEET NO.

A-1.01



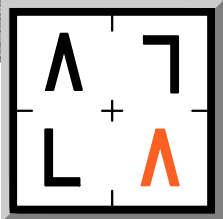
CLUBHOUSE NORTH SIDE (FROM W. OAKLAND PK. BLVD.)



ENSPiRE AT SUNRISE



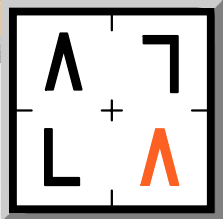
BLDG. 2 WEST END NORTH SIDE (FROM W. OAKLAND PK. BLVD.)



ENSPIRE AT SUNRISE



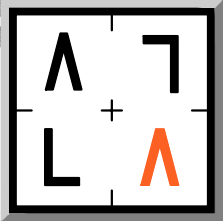
BLDG. 1 & BLDG. 2 NORTH SIDE (FROM W. OAKLAND PK. BLVD.)



ENSPIRE AT SUNRISE



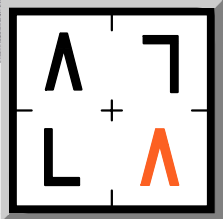
BLDG. 1 NORTHWEST SIDE (FROM W. OAKLAND PK. BLVD. & 68th AVE.)



ENSPIRE AT SUNRISE



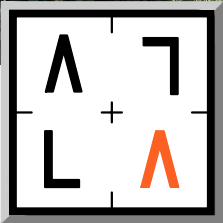
PARKING GARAGE 1 (FROM SOUTH)



ENSPIRE AT SUNRISE



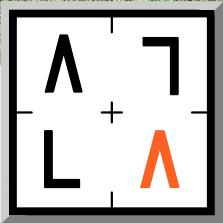
BLDG. 2 SOUTH SIDE (FROM SFR DISTRICT)



ENSPIRE AT SUNRISE



PUBLIC PLAZA (FROM W. OAKLAND PK. BLVD)



ENSPIRE AT SUNRISE

EXHIBIT D

Form of Agreement to Assign

AGREEMENT TO ASSIGN

THIS AGREEMENT TO ASSIGN (this “**Agreement to Assign**”) is made and entered into as of _____, 2026, by PC GP HOLDINGS II, LLC, a Florida limited liability company (“**Pinnacle**”), and CITY OF SUNRISE, a Florida municipal corporation (“**City**”).

RECITALS

A. RaceTrac, Inc., a Georgia corporation (“**Seller**”) and Pinnacle are parties to that certain Contract to Sell (Surplus Real Property – Store No. 128) having an effective date of September 11, 2024 (the “**Contract**”), as amended by that certain First Amendment to Contract to Sell dated February 25, 2025 (the “**First Amendment**”), as further amended by that Second Amendment to Contract to Sell dated January 13, 2026 (the “**Second Amendment**”), and as further amended by that certain Third Amendment to Contract to Sell dated as of August 10, 2026 (the “**Third Amendment**”, and together with the Contract, the First Amendment, and the Second Amendment, the “**Purchase Agreement**”) pertaining to the purchase and sale of certain real property more particularly described in the Purchase Agreement.

B. Pinnacle desires to assign to City all of its right, title and interest in and to the Purchase Agreement, and City desires to accept such assignment and to assume all of Pinnacle’s obligations under the Purchase Agreement, upon the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms used and not otherwise defined in this Agreement to Assign shall have the meaning set forth in the Purchase Agreement.

2. Agreement to Assign and Assume. Subject to the terms of this Agreement to Assign and City’s appropriation of funding of all amounts required to close upon the purchase of the Property (the “**Closing Proceeds**”): (i) Pinnacle shall, on the Closing Date, assign, transfer, convey and delegate to City without representation or warranty of any kind or nature whatsoever except as expressly set forth herein, and (ii) City shall, upon such assignment, accept and assume, Pinnacle’s right, title, interest and obligations in, to and under the Purchase Agreement and claims and rights that Pinnacle may have or to which Pinnacle may be entitled under or by virtue of the Purchase Agreement, pursuant to an Assignment and Assumption Agreement, in the form of which is attached hereto as Exhibit A (the “**Assignment**”). Notwithstanding anything contained herein to the contrary, delivery of the Assignment shall occur simultaneously with delivery of the deed for the Property from Seller to City.

3. Representations and Warranties.

a. Pinnacle represents and warrants to City that:

i. This Agreement to Assign is a valid and binding obligation of Pinnacle, enforceable against it in accordance with its terms. The individuals signing this Agreement to Assign and all other documents executed or to be executed pursuant hereto on behalf of Pinnacle are and shall be duly authorized to sign the same on Pinnacle’s behalf and to bind Pinnacle thereto;

ii. The Purchase Agreement, a true and correct copy of which is attached to the Assignment, contains the entire agreement between Pinnacle and Seller regarding the purchase of the Property;

iii. Pinnacle is the owner and holder of the beneficial rights as "Purchaser" under the Purchase Agreement;

iv. Pinnacle has not received any written notice of default from Seller with respect to the Purchase Agreement;

v. Pinnacle has not made any previous transfer, assignment, encumbrance or pledge of any or all of its rights under the Purchase Agreement to any other party; and

vi. The Purchase Agreement is unmodified, and to the best of Pinnacle's knowledge, neither Seller nor Pinnacle is in default of the terms of the Purchase Agreement.

b. City represents and warrants to Pinnacle that this Agreement to Assign is a valid and binding obligation of City, enforceable against it in accordance with its terms, and that the individuals signing this Agreement to Assign and all other documents executed or to be executed pursuant hereto on behalf of City are and shall be duly authorized to sign the same on City's behalf and to bind City thereto.

4. Deliveries at Closing. On the Closing Date, (i) Pinnacle and City shall each deliver to the other an executed counterpart of the Assignment, and (ii) City shall deliver to the Escrow Agent the Closing Proceeds and all other documents required of Purchaser pursuant to the Purchase Agreement.

5. Binding and Complete Agreement. This Agreement to Assign shall bind City and the Pinnacle and shall inure to the benefit of the successors and assigns of the parties hereto. This Agreement to Assign evidences the complete and entire understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Agreement to Assign, shall bind any of the parties hereto.

6. Brokers. Pinnacle and City represent and warrant to each other that they have not had any dealings with any real estate brokers, finders or agents in connection with this Agreement to Assign. Pinnacle and City agree to indemnify, defend and hold the other and such other party's partners, members, officers, employees, nominees, successors and assigns harmless from any and all claims, costs, commissions, fees or damages by any person or firm, claiming to have negotiated, instituted or brought about this Agreement to Assign due to contact with such indemnifying party.

7. Further Assurances. In addition to the obligations required to be performed hereunder by Pinnacle and City, each party shall perform such other acts, and execute, acknowledge and deliver such other instruments, documents and other materials as the other may reasonably request in order to effectuate the consummation of the transactions contemplated herein.

8. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be given by and deemed received: (a) when hand-delivered, (b) one business day after pick-up for overnight delivery by an overnight courier, or (c) on the date receipt of notice is confirmed if sent by email prior to 5:00 p.m. (Eastern Time) or the next business day if sent after 5:00 p.m. (Eastern Time). All notices as may be required by this Agreement shall be sent to the respective parties as follows:

To Pinnacle:

PC GP Holdings II, LLC
9100 S. Dadeland Blvd., Suite 700
Miami, Florida 33156
Attn: David O. Deutch
e-mail: david@pinnaclehousing.com

with a copy to:

Shutts & Bowen LLP
200 S. Biscayne Boulevard, Suite 4100
Miami, Florida 33131
Attn: Robert Cheng, Esq.
e-mail: rcheng@shutts.com

To City:

Attn: _____
e-mail: _____

with a copy to:

Attn: _____
e-mail: _____

Any party may change the person to receive notice or the address by notifying the other party as provided herein. Any notice which may be given by or is required to be given by Pinnacle or City may be given to or by their respective attorneys, and any such notice so given shall be effective, as if given or received by Pinnacle or City, as applicable.

9. Expenses. Each party shall pay its own expenses and costs incident to the preparation of this Agreement to Assign and the consummation of the transactions provided for by this Agreement to Assign, including any legal and accounting fees, except as provided in Section 10 hereof.

10. Attorneys' Fees and Costs. In the event of any litigation or claim arising out of this Agreement to Assign which requires the services of an attorney at law, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees and if the matter is appealed to a higher court, such attorneys' fees include appellate court appearances or appellate attorneys' fees.

11. Time of the Essence. Time is of the essence in connection with each and every time period set forth in this Agreement to Assign, and each such time period is a material part of this Agreement to Assign.

12. Governing Law and Venue. This Agreement to Assign shall be governed by the law of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, the exclusive venue for any litigation will be Broward County, Florida. Both parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

13. Severability. In the event that any of the provisions or portions thereof of this Agreement to Assign is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid.

14. Headings. The various headings are inserted for convenience and reference only, and shall not affect the meaning or interpretation of this Agreement to Assign or any section or paragraph hereof.

15. Counterparts. This Agreement to Assign may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same document. Any signature delivered by e-mail or other form of electronic transmission, such as a PDF, shall be considered an original signature by the sending party.

16. Assignment. This Agreement to Assign may not be assigned, either in whole or in part, by City without the prior written consent of Pinnacle, which consent may be withheld or granted in Pinnacle's sole and absolute discretion.

17. Delivery of Notices of Default. Following the date of this Agreement to Assign, until the later of: (i) City closing on the purchase of the Property, or (ii) the conclusion of the prosecution or action or settlement arising out of this Agreement to Assign, each party shall promptly deliver to the other party any and all written notices of default regarding the Purchase Agreement delivered to or received from Seller.

18. Further Amendments. Pinnacle covenants and agrees not to amend, modify, or assign its rights under, make or accept any extensions or approvals of, or amend or waive any terms or conditions contained in the Purchase Agreement in any manner without the prior written consent of City.

19. Human Trafficking. Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement to Assign and submitting the required affidavit, Pinnacle represents and warrants that it does not use coercion for labor or services as provided by state law.

[The Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to Assign on the date and year first above written.

City:

CITY OF SUNRISE, FLORIDA, a municipal corporation

By: _____
_____, City Manager

Pinnacle:

PC GP HOLDINGS II, LLC,
a Florida limited liability company

By: _____
David O. Deutch, President

Approved as to form:

By: _____
_____, City Attorney

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is made as of the 10th day of December 2026 (“**Effective Date**”), by and between **PC GP HOLDINGS II, LLC**, a Florida limited liability company (the “**Assignor**”), and **CITY OF SUNRISE, FLORIDA**, a municipal corporation (the “**Assignee**”).

RECITALS

A. **RACETRAC, INC.**, a Georgia corporation (“**Seller**”) and Assignor are parties to that certain Contract to Sell (Surplus Real Property – Store No. 128) having an effective date of September 11, 2024 (the “**Contract**”), as amended by that certain First Amendment to Contract to Sell dated February 25, 2025 (the “**First Amendment**”), as further amended by that Second Amendment to Contract to Sell dated January 13, 2026 (the “**Second Amendment**”), and as further amended by that certain Third Amendment to Contract to Sell dated as of August 10, 2026 (the “**Third Amendment**”), and together with the Contract, the First Amendment, and the Second Amendment, the “**Agreement**”) pertaining to the purchase and sale of certain real property more particularly described in the Agreement

B. A true, correct and complete copy of the Agreement is attached hereto as **Exhibit “A”**.

C. Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in, to and under the Agreement, and Assignee desires to accept such assignment and assume all of Assignor’s liabilities and obligations under the Agreement.

TERMS

In consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Recitals; Definitions. The foregoing recitals are true and correct and incorporated herein by this reference as if set out in full. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.

2. Assignment. Assignor hereby assigns, transfers, and sets over unto Assignee all of Assignor’s right, title, and interest in, to and under the Agreement, and authorizes Seller to make, execute, and deliver to Assignee such deed of conveyance, assignments and/or other instruments as are contemplated by the Agreement, in the same manner as though Assignee, instead of Assignor, had been an original signatory to the Agreement. The foregoing assignment does not include Assignor’s interest in the Paid Deposits (as hereinafter defined), which shall be returned or reimbursed to Assignor in accordance with Section 4 of this Assignment.

3. Assumption. Assignee hereby accepts Assignor’s assignment of all of its right, title, and interest in, to and under the Agreement, and assumes all of Assignor’s liabilities and obligations under the Agreement, including those which survive the closing or termination thereof.

4. Return/Reimbursement of Paid Deposits.

a. As of the Effective Date, the following deposits and/or fees (collectively, the “**Paid Deposits**”) have been paid by Assignor pursuant to the Agreement and are being held in escrow by the Title Company:

- i. the \$25,000.00 Earnest Money (pursuant to Section 2 of the Contract);
- ii. the \$75,000.00 Permit Period Deposit (pursuant to Section 6(i) of the Contract, as amended by the First Amendment);
- iii. the \$50,000.00 Permit Period Extension Deposits (pursuant to Section 6(i) of the Contract, as amended by the First Amendment);
- iv. the \$156,000.00 Extension Fee (pursuant to Section 3(a) of the Second Amendment); and
- v. the \$550,000.00 Meeting Consideration (pursuant to Section 6(i) of the Contract, as amended by the First Amendment).

b. Assignee shall have no right to Assignor’s interest in the Paid Deposits and shall not receive any credit toward the Purchase Price at Closing for the Paid Deposits. At Closing, Assignee shall be obligated to pay the entire Purchase Price to Seller, and the Paid Deposits shall be returned by the Title Company to Assignor. Assignor and Assignee each agree that the Title Company may rely on this Section 4 as an express instruction to release the Paid Deposits to Assignor at Closing. Assignee shall execute and deliver such additional documents and take such further actions as may be reasonably requested by the Assignor, Seller, or Title Company to facilitate the return of the Paid Deposits to the Assignor, and Assignee shall not take any action inconsistent with Assignor’s right to receive the Paid Deposits. Notwithstanding anything contained herein to the contrary, if the Paid Deposits are credited to the Purchase Price at Closing, then the Closing Statement shall include a separate line item reflecting a reimbursement to Assignor of an amount equal to the Paid Deposits.

5. Indemnification by Assignee. Assignee agrees to fully indemnify Assignor for any and all payments, costs (including reasonable attorneys’ fees and costs), expenses, claims, damages and liabilities (collectively “**Liabilities**”) whatsoever, arising out of or in connection with the Agreement, to the extent any such Liabilities are suffered or incurred by Assignor after the Effective Date. This provision shall survive Closing and/or the earlier termination of the Agreement.

6. Counterparts; Electronic Delivery. This Assignment may be executed electronically and in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute but one instrument.

7. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned parties have executed this Assignment as of the Effective Date.

ASSIGNEE:

CITY OF SUNRISE, FLORIDA, a municipal corporation

By: _____
_____, City Manager

ASSIGNOR:

PC GP HOLDINGS II, LLC,
a Florida limited liability company

By: _____
David O. Deutch, President

Approved as to form:

By: _____
_____, City Attorney

EXHIBIT E

Conceptual Neighborhood Entrance Features



68th Avenue – North Monuments Concept



68th Avenue – South Monuments Concept

EXHIBIT F

Form of Restrictive Covenant

Return to: (enclose self-addressed stamped envelope)

Name: Elizabeth Somerstein, Esq.

Address:

Greenspoon Marder LLP
200 E. Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

This Instrument Prepared by:

Elizabeth Somerstein, Esq.
Greenspoon Marder LLP
200 E. Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (“Declaration”) made this _____ of _____, 2026, by [**PC GP HOLDINGS II, LLC**], a **Florida limited liability company** (“Declarant”), which shall be for the benefit of the **CITY OF SUNRISE**, a municipal corporation organized pursuant to the State of Florida (“City”).

WITNESSETH:

WHEREAS, the real property subject to this Declaration is that land located in the City, more particularly described in **Exhibit “A”** (“Property”); and

WHEREAS, the land use plan designation on the Property is Commercial on the City land use plan and is zoned Planned Unit Development (PUD); and

WHEREAS, the City considered Declarant’s applications for flexibility units (“Flexibility Units”) and site plan (“Site Plan”) for the development of the Property to include 229 residential dwelling units (respectively, “Applications” and “Project”); and

WHEREAS, the City allocated thirty-three (33) Flexibility Units at the time of approval of the Applications and the Applications are eligible to use Broward County’s Policy 2.16.3 to generate the requested residential units for the Project; and

WHEREAS, the Property is being developed with a mix of market rate dwelling units and affordable housing units, which units are subject to the affordable housing restrictions set forth in this Declaration. The Property is being developed as a rental apartment complex; and

WHEREAS, in connection with the Project, Declarant has voluntarily agreed to restrict the lease of the Affordable Housing Units (defined below) as set forth herein for the Term (as defined below).

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, Declarant hereby declares that the Property shall be subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with the land and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. Recitations. The recitals set forth above are true and correct and are incorporated into this Declaration by this reference.

2. Covenants. Declarant hereby declares the following: Fifty-Seven (57) of the residential units to be constructed on the Property (as set forth on the final site plan approved by the City) shall be affordable moderate income units as defined in the County Comprehensive Plan, and as further restricted by this Declaration (“Affordable Housing Units”), of which thirty-three (33) such units are utilized for the purposes of bonus density in accordance with Broward County Land Use Policy 2.16.3.

3. Affordable Housing Units Offered For Rent. Declarant hereby declares all Affordable Housing Units offered for rent shall be subject to the following restrictions:

- (a) All Affordable Housing Units shall be restricted for use solely as each renter’s principal residence and shall be used solely for residential purposes. No Affordable Housing Unit may be used for any non-residential purpose, other than home-based businesses when permitted by applicable law;
- (b) All Affordable Housing Units shall be rented solely by persons who meet the following criteria at the time of such person’s lease of an Affordable Housing Unit:
 - 1) One or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 120 percent of the median annual adjusted gross income for Broward County, adjusted for family size (the “Income Limit”), shall occupy said Affordable Housing Unit (each, a “Qualified Renter”). Said income limits to be published annually by Broward County or other appropriate governmental entity designated by Broward County. For the purposes of this provision, the term “adjusted gross income” shall mean all wages, assets, regular cash or noncash contributions or gifts from persons outside the household and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under Section 62 of the Internal Revenue Code of 1986, as amended. For the purposes of this provision, the term “adjusted for family size” means adjusted in a manner which results in an income eligibility level which is lower for households with fewer than four people, or higher for households with more than four people, based upon a formula as established by the United States Department of Housing and Urban Development; and
 - 2) Renters of Affordable Housing Units shall have monthly rental payments (including taxes and insurance) that do not exceed thirty percent (30%) of the Income Limit.
- (c) On an annual basis, beginning no later than 12 months after the Effective Date of this Declaration, the Property owner shall (through owner or owner’s property

manager or other owner representative) cause to be provided to the City written certification that the criteria in 4(b) has been satisfied;

- (d) The fifty-seven (57) Affordable Housing Units shall be deemed floating units providing Declarant with the flexibility to designate different units at the Property at different times as Affordable Housing Units; and

4. Amendments. Except as otherwise provided herein, this Declaration shall not be modified, amended or released as to any portion of the Property except by written instrument, executed by the then owner or owners(s) of the portion of the Property affected by such modification, amendment, or release and approved in writing by the City. The appropriate governmental authority of the City shall execute a written instrument effectuating and acknowledging such modification, amendment or release. Any amendment, modification or release of this Declaration shall be recorded in the Public Records of Broward County, Florida, at the then owner's sole expense. No amendment to this Declaration shall be necessary in the event of a Conversion (as may occur from time to time).

5. Recordation and Effective Date.

- (a) This Declaration shall not become effective ("Effective Date") until the later of (i) Final Approval (as hereinafter defined) and (ii) recordation amongst the Public Records of Broward County, Florida. As used herein, "Final Approval" shall mean final approval and adoption of the site plan application, and the expiration of any appeal periods applicable thereto without an appeal having been taken or, if taken, when finally dismissed with no further appeal permitted;
- (b) Once recorded, this Declaration shall run with the Property for the sole benefit of the City and does not operate as a restriction in favor of any Property owner, and shall bind all successors and assigns to the title of the Property; and
- (c) From and after such time as the Property is conveyed by Declarant to a third party purchaser, Declarant shall have no further obligations under this Declaration with respect to that particular Affordable Housing Unit and such third party purchaser shall be obligated to comply with all of the provisions of this Declaration.

6. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part of this Declaration invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect. The agreed upon venue shall be Broward County, Florida.

7. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

8. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

9. Term, Release and Termination. This Declaration and the restrictions, covenants, rights and privileges granted, made and conveyed herein shall be valid for a period of thirty (30) years from the date of first certificate of occupancy including temporary certificate of occupancy ("Term"); thereafter this Declaration shall be of no further force and effect and shall automatically terminate without the consent of the City, or the necessity to record any document in the Public Records of Broward County, Florida.

10. Remedies for Violation. In the event the Declarant, its successors or assigns, violate any of the covenants and restrictions contained herein, Declarant hereby acknowledges and agrees that the City may withhold further permits and approvals with respect to the Property, provided the City first provides Declarant with written notice and a thirty (30) day opportunity to cure the violation. The City's option to withhold further permits and approvals with respect to the Property shall not be exercised if within the thirty (30) day notice period: (i) the violation is cured by Declarant; or (ii) the violation cannot reasonably be cured within that time period but the Declarant begins to cure such violation within such time period and thereafter diligently pursues such cure to completion, with such diligence period not to exceed one hundred and twenty (120) days from the date of the notice of violation. The City is the beneficiary of these covenants and restrictions, and as such, the City may enforce these covenants and restrictions by action at law or in equity, including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these covenants and restrictions.

11. Waiver. Any failure of the City to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. This document shall be construed in accordance with the laws of Florida and venue shall be Broward County, Florida.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day first above written.

[PC GP HOLDINGS II, LLC], a Florida limited liability company

Printed Name: _____
Address: _____

By: _____

Printed Name: _____
Address: _____

STATE OF FLORIDA)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____, as _____ of [PC GP HOLDINGS II, LLC], a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2026.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

Mortgagee Consent:

Mortgagee, being the holder of a mortgage to the parcel(s) described in **Exhibit “A”**
Hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated
to the foregoing Declaration:

WITNESSES:

Signature

Print Name:

Address:

Signature

Print Name:

Address:

STATE OF _____)
_____))
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgments, the forgoing instrument was
acknowledged before me by means of ___ physical presence or ___ online notarization by
_____. He/she is personally known to me or has produced _____ as
identification.

WITNESS my hand and official seal in this County and State last aforesaid this ___ day of
_____, 2026.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT A
SKETCH AND LEGAL DESCRIPTION PROPERTY