

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (this “Agreement”) is made in duplicate and entered into this \_\_\_\_ day of March, 2023 (the “Effective Date”, as defined in Section 30 below), by and between the CITY OF MANASSAS PARK, a Virginia municipal corporation (solely in its capacity as owner of the Real Property (as defined below), and under no circumstances in its capacity as a political subdivision of the Commonwealth of Virginia, the “Seller”; in its capacity as a political subdivision of the Commonwealth of Virginia, the “City”), and RRM Realty LLC, a Virginia limited liability company, (the “Purchaser”).

R-1. The Seller is the owner of certain real property situate in the City of Manassas Park, Virginia, containing 42,847 square feet (0.98363 acres) of land, more or less (the “City Property”), with tax map number 23-6-4, shown as the “QUITCLAIMED AREA” on the plat attached hereto as Exhibit A and incorporated herein by reference titled “PLAT SHOWING QUITCLAIM AREA ON THE PROPERTY OF THE THE CITY OF MANASSAS PARK, VIRGINIA INSTRUMENT #201605310040047” dated March 30, 2022, and prepared by Jeff Warner Land Surveying, Inc. of Manassas, Virginia (the “Plat”), having acquired the Property by quitclaim deed recorded as Instrument No. 201605310040047 among the land records of Prince William County, Virginia (the “Land Records”).

R-2. The Purchaser has committed to constructing a restaurant building (the “Building”) on a portion of the City Property containing 32,979 square feet (0.75709 acres) of land (the “Real Property”), as generally shown on the exhibit attached to this Agreement as Exhibit B and incorporated herein by this reference, which Building will house a Popeyes Louisiana Kitchen restaurant or similar restaurant.

R-3. The City’s Governing Body has designated a portion of the City as the City Center Redevelopment District, the boundaries of which are described in the City’s adopted Comprehensive Plan, which will serve as the City’s downtown. To date, five phases of development within the City Center Redevelopment District have been designated and are either planned for development or have been developed. The five phases are known as City Center Phase I, City Center Phase II, City Center Phase III, City Center Phase IV, and City Center Phase V.

R-4. Hasta Multifamily 1 DSR, a Delaware statutory trust authorized to transact business in the Commonwealth of Virginia (“Hasta”), is the owner of certain real property situate in the City of Manassas Park, Virginia, known as Parcel A4-3, PARK CENTER and Parcel A5-2, PARK CENTER (together, the “Hasta Property”), with tax map numbers 24-6-4 and 24-6-5, respectively, on which two four-story, mixed use buildings have been constructed, with commercial space on the first floor generally fronting Manassas Drive (the “Hasta Buildings”). The Hasta Property is located within City Center Phase I.

R-5. City Center Phase II is located across Monroe Avenue from and to the west and northwest of the Hasta Property and is comprised of Parcel 1A, Parcel 1B, and Parcel 1C, PARK CENTER; City Center Phase III is located across Manassas Drive from and to the east and northeast of the Hasta Property and is comprised of Parcel A-1, Parcel A-2, Parcel B, Parcel B-1, Parcel B-2, Parcel B-3, Lot 4-3, and Lot 5-1A, CONNER CENTER, Blooms Court, City Center Phase IV is located across Liberty Street from and to the south and southwest of the Hasta Property

and is comprised of Parcel C, containing 3.10478 acres (135,244 square feet) of land, and Lot 1, Lot 4, Lot 5, and Lot 6, PROPERTY OF THE CITY OF MANASSAS PARK, VIRGINIA; and City Center Phase V is located across Bank Street from and to the northwest of the Hasta Property and is comprised of Tract D-1, CITY OF MANASSAS PARK, VIRGINIA, containing 6.70076 acres (291,885 square feet) of land.

R-6. Mohammed Malek is a principal and the Managing Member of the Purchaser and is also the sole member and Managing Member of SoFun, LLC, a Virginia limited liability company (“SoFun”).

R-7. The City desires to assist Hasta and other owners of property within the City Center Redevelopment District in leasing commercial space therein, thereby helping to create a vibrant downtown. To that end, as part of the consideration for the Seller to sell the Property (as defined hereinafter) to the Purchaser, SoFun has agreed to lease commercial space in one or both of the Hasta Buildings as provided herein. SoFun joins in this Agreement to acknowledge its obligation to lease commercial space within the Hasta Buildings, subject to the terms, provisions, and conditions herein.

R-8. The Seller therefore desires to sell and the Purchaser desires to purchase the Property, subject to the terms, provisions, and conditions herein.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00), cash in hand paid, the premises, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Purchase and Sale of Property.** The Seller agrees to sell and the Purchaser agrees to purchase the Real Property and all rights appurtenant thereto, all sewer and utility rights allocated to the Real Property, all right, title, and interest of the Seller, as the owner of the Real Property, in and to any roads, streets and ways, public or private, serving the Real Property, and all right, title and interest of the Seller, as the owner of the Real Property, in and to any land lying in the bed of any street, road, avenue, lane or right-of-way in front of, adjoining, or adjacent to the Real Property (all of the foregoing, together with the Real Property, hereinafter referred to as the “Property”).

**2. Purchase Price.**

(a) The purchase price for the Property shall be Nine Hundred Ninety Thousand Five Hundred Ninety-Six and 99/100 Dollars (\$990,596.99) (the “Purchase Price”), which Purchase Price shall be paid by the Purchaser to the Seller in ten (10) annual installments of Ninety-Nine Thousand Fifty-Nine and 70/100 Dollars (\$99,059.70) each (each, an “Annual Installment”), commencing on the date that is five (5) years following the Closing (as defined in Section 9 below), subject to the provisions of Subsections (b) and (c) below.

(b) Commencing on the fifth (5<sup>th</sup>) anniversary of the Closing, and on each subsequent anniversary through and including the ninth (9<sup>th</sup>) anniversary of the Closing, if all available commercial space within the Hasta Buildings is leased and has continued to be leased since such fifth anniversary, then payment of the first Annual Installment by the Purchaser will be

postponed for one year. Notwithstanding the provisions of the preceding sentence, in no case shall payment of Annual Installments commence later than the tenth (10<sup>th</sup>) anniversary of the Closing. To ensure postponement of the payment of the first Annual Installment by the Purchaser as described herein, SoFun must lease any available commercial space within the Hasta Buildings through the tenth (10<sup>th</sup>) anniversary of the Closing.

(c) Once payment of Annual Installments commences, the amount of each Annual Payment will be reduced by an amount determined by how much commercial space within the Hasta Buildings SoFun is leasing as of the due date for each such Annual Installment payment, as follows:

<u>Area Leased by SoFun</u>	<u>Reduction</u>
5,000 to 10,000 sq. ft.	\$24,762.68
10,001 to 15,000 sq. ft.	\$49,525.35
15,001 to 20,000 sq. ft.	\$74,288.03
20,001 sq. ft. or more	\$99,059.70

**3. Deposit.** Upon execution of this Agreement, the Purchaser shall promptly deposit Twenty-Four Thousand Seven-Hundred Sixty-Four and 92/100 (\$24,764.92), in cash (the “Deposit”), into escrow with the City Treasurer. Following Closing, the Deposit will be credited towards the first Annual Installment, with the remainder, if any, applied toward subsequent Annual Installment payments until exhausted or until the final Annual Installment has been made. Upon payment of the final Annual Instalment, any portion of the Deposit remaining in escrow with the City Treasurer will be promptly refunded to the Purchaser.

**4. Development Conditions.** As consideration for the City agreeing to sell the Property to the Purchaser for the Purchase Price, the Purchaser and SoFun agree to the following:

(a) The Purchaser shall submit an application to rezone the Property to the B-2 general business district, together with an application for a conditional use permit that would allow a restaurant with a drive-through window (together, the “Land Use Application”), to the City’s Planning and Zoning Administrator no later than ninety (90) days following the Effective Date. The Land Use Application must include proffered conditions that (i) limit the permitted and conditional uses on the Property to those shown on the list attached hereto as Exhibit C and incorporated herein by reference, and (ii) include elevations and colored renderings of the Building.

(b) The Purchaser shall request, in writing, the concurrent processing of a site plan in accordance with City Code §§ 31-54.1(h) and 31-55(a)(6), specifically acknowledging that (i) the approval of such concurrent processing by the Planning and Zoning Administrator or her designee will in no way affect the outcome of the Land Use Application, (ii) the Purchaser assumes the risk that the Land Use Application might be denied, and (iii) all costs related to the submission of such site plan are the Purchaser’s sole responsibility.

(c) The Purchaser or any subsequent fee simple title owner of all or any applicable portion of the Property (an “Owner”) shall develop the Property in accordance with this Agreement, the City’s Zoning Ordinance (City Code Chapter 31), the approved Land Use

Application, and the City's Public Facility Manual. All work, materials, and improvements done or to be installed or furnished by the Purchaser or an Owner pursuant to this Agreement shall be done and completed by the Purchaser or the Owner in a good and workmanlike manner in accordance with the rules, regulations, laws, and ordinances of the applicable governmental authorities. If the Purchaser sells the Property prior to the final Annual Installment payment, the remaining balance of the Purchase Price must be promptly paid to the Seller, such payment to occur no later than the closing for such sale.

(d) The Purchaser and any Owner shall grant to the City the right to make repairs and maintenance to the Property, including the exterior of the Building, if the Purchaser, an Owner, or any tenant on the Property fails to do so, with the cost of such maintenance or repair to be reimbursed to the City promptly upon demand.

(e) During the first ten (10) years following Closing, if an Entertainment Business anchor is in operation within City Center Phase III or City Center Phase V, SoFun shall, no later than one (1) year following the date that at least five thousand (5,000) square feet or more of the commercial space in the Hasta Buildings becomes available to lease, lease such space from Hasta or its successor or assign for a period of not less than five (5) years.

(f) The terms of this Section 4 shall survive Closing and the recordation of the Deed (as defined in Subsection 5(a) below).

## **5. Title.**

(a) Title to the Property shall be conveyed to the Purchaser at Closing in good, marketable, and indefeasible fee simple by Special Warranty Deed (the "Deed"), free and clear of any and all liens, claims, encumbrances, mortgages, deeds of trust, and security interests but subject to those encumbrances and easements now of record.

(b) The Purchaser shall obtain a Commitment for Title Insurance (the "Title Commitment"), committing to insure upon the payment of a requisite premium at standard rates that the Purchaser shall own good and indefeasible fee simple title to the Property free and clear of all liens, subject only to those exceptions revealed in the Title Commitment. The Purchaser shall promptly forward a complete copy of the Title Commitment to the Seller. The Purchaser, at its sole cost and expense, may also cause a current ALTA-ACSM Urban survey of the Property (the "Survey") to be prepared by a surveyor acceptable to the Purchaser, including a certification addressed to the Purchaser in a form acceptable to the Purchaser and the Purchaser's title company (the "Title Company"). The Purchaser shall have until the expiration of the Study Period within which to object, by written notice to the Seller, to any exceptions to title set forth in the Title Commitment. Such objections shall be within the Purchaser's sole discretion. If the Purchaser fails to object to any such item by written notice to the Seller prior to the expiration of the Study Period, the Purchaser shall be deemed to have approved such item. If the Purchaser objects to any such item by timely written notice to the Seller, the Seller shall have the right (without any obligation to do so) to cure or attempt to cure the Purchaser's objections to such item within thirty (30) days after receiving such notice. In the event the Seller is unable to or elects not to cure any one or more of the Purchaser's objections, the Seller may notify the Purchaser in writing of such election and request that the Purchaser waive the Purchaser's right to terminate this Agreement

due to such objection(s). If the Purchaser does not terminate this Agreement within thirty (30) days after receiving such notice from the Seller, the Purchaser shall be deemed to have waived its right to terminate this Agreement due to such objections. If the Seller fails to respond to the Purchaser's objections within thirty (30) days after receiving notice of such objections from the Purchaser, the Seller shall be deemed to elect to cure such objections and this Agreement shall continue in full force and effect.

(c) Notwithstanding anything to the contrary herein, at or prior to Closing, the Seller shall remove or cause to be released all monetary liens and security interests (including any and all deeds of trust, mortgages, tax liens, mechanic's liens, judgment liens) of record and encumbering the Property, and the Title Company is authorized at Closing to use any portion of the Deposit to satisfy and remove any such monetary lien(s) and security interest(s). In addition, the Seller shall not further encumber the Property after the Effective Date of this Agreement. "Permitted Exceptions", as the term is used in this Agreement, means exceptions set forth on Schedule B-Section 2 of the Title Commitment approved by the Purchaser pursuant to this Section and real estate taxes not yet due and payable.

**6. Seller's Representations and Warranties.** The Seller makes the following representations and warranties as of the date hereof:

(a) The Seller has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein and to consummate the transaction contemplated hereby.

(b) All requisite action has been taken by the Seller in connection with the Seller's execution and performance of this Agreement.

(c) To the Seller's knowledge, there are no pending or threatened actions, suits, arbitrations, claims, or proceedings, at law, in equity, or otherwise, affecting all or any portion of the Property or in which the Seller is a party by reason of the Seller's ownership of the Property. No bankruptcy, insolvency, rearrangement, or similar action or proceedings, whether voluntary or involuntary, is pending or, to the best of the Seller's knowledge, threatened against the Seller, and the Seller has no intention of filing or commencing any such action or proceeding.

(d) Except as otherwise set forth in this Agreement or recorded among the Land Records, the Seller has not entered into any agreements affecting or relating to the right of any party with respect to the possession of the Property, or any portion thereof, which are obligations that will affect the Property or any portion thereof subsequent to the recordation of the Deed.

(e) To the Seller's knowledge, all documents delivered by the Seller to the Purchaser pursuant to this Agreement are true, correct, and complete copies of originals.

(f) There are no maintenance contracts, service contracts, leases, or any other contracts affecting or relating to the Property that will survive Closing.

(g) There are not any rights of first offer or refusal or options to purchase the Property or any portion thereof.

(h) To the best of the Seller's knowledge, but without investigation, there has been no spill, discharge, filtration, release, or seepage of oil, petroleum, or chemical liquids or solids, liquid, or gaseous products or any hazardous waste or hazardous substance (as those terms are used in the hazardous waste laws, as such laws may be amended from time to time) on the Property, nor are there any underground storage tanks, at, upon, under, or within the Property, and there are no pending environmental claims, government notices, or experts' reports indicating environmental law violations on the Property.

(i) The Seller owns marketable fee simple title to the Property.

(j) The Seller is not a foreign person (as the term is defined in Section 1445 of the Internal Revenue Code, as amended).

(k) Other than as expressly set forth in this Agreement, recorded among the Land Records, or required by law, there are no commitments to any other governmental authority, school board, church, or other religious body, or any other organization, group, or individual relating to the Property that would impose any obligations upon the Purchaser to make any contributions of money or land or to install or maintain any improvements, or that would interfere with the Purchaser's ability to use, develop, or improve the Property as herein contemplated, and there are no special understandings or agreements, whether oral or written, between the Seller, or any predecessor in title, and any jurisdictional authority, whether contained in ordinances, agreements, or otherwise, limiting or defining the use and development of the Property, the construction of improvements thereon, the availability to the Property of public improvements and municipal services, any requirement to share in the cost thereof by recapture, contribution, special assessment, or otherwise, or any requirement to contribute in land or cash to any school, library, park, or other sort of municipal or governmental district or body in connection with the development of the Property.

(l) Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and documents and instruments referenced herein will result in the material breach of any terms, conditions, or provisions of, or constitute a material default under, any bond, note, or other evidence of indebtedness, or any indenture, mortgage, deed of trust, lease, contract, or similar agreement to which the Seller is a party and affecting the Property.

## **7. Study Period.**

(a) The Purchaser and its agents, contractors, engineers, surveyors, attorneys, employees and invitees shall have the right until 5:00 p.m. Eastern Time on the date that is sixty (60) days following the Effective Date (the "Study Period") to enter the Property to make studies, tests, analyses, or other determinations desired by the Purchaser, including soil borings, drainage studies, surveying, soil testing and the like. The Purchaser shall reasonably restore the Property if it is changed as a result of the exercise of any of the rights granted herein. The Purchaser may elect, at its sole discretion, during the Study Period, to terminate this Agreement for any reason (or for no reason whatsoever), in which event the Deposit shall be returned to the Purchaser and the Parties shall have no further obligations to each other in connection with this Agreement. If the

Purchaser does not so terminate this Agreement prior to the expiration of the Study Period, or if the Purchaser fails or refuses to diligently pursue completion of its Conditions to Closing, as set forth in Section 8 below, the Deposit shall become non-refundable, except in the case of the Seller's failure or refusal to complete its Conditions to Closing, as also set forth in Section 8 below, and thereafter, the Purchaser shall have the right, from time to time, to enter upon the Property for the purpose of making any further inspection, investigations, studies or tests which are reasonably deemed necessary or appropriate by the Purchaser, including, without limitation environmental, soils, surveys and related tests. The Purchaser shall be deemed to have elected to terminate this Agreement by providing written notice delivered to the Seller prior to the expiration of the Study Period notifying the Seller that the Purchaser is terminating this Agreement. In the absence of such notice, this Agreement shall remain in full force and effect.

(b) Within twenty (20) business days following the Effective Date of this Agreement, the Seller shall deliver to the Purchaser copies of any and all site plans, building plans, lease agreements, title reports, surveys, environmental reports, soil studies, archeological studies, geotechnical reports, zoning opinions or letters and other tests, studies and documents pertaining to the Property as are in the Seller's possession or control. The Seller will cooperate with the Purchaser in updating any studies, reports or tests.

## **8. Conditions to Closing.**

(a) Closing on the Property and the Purchaser's obligations with respect to the transaction contemplated by this Agreement are subject to, and conditioned upon, the satisfaction of the following conditions, and the obligations of the parties with respect to such conditions:

(1) The Land Use Application shall have been approved by the Seller's governing body.

(2) At Closing there shall be no reclassification, rezoning, or other statute, law, judicial or administrative decision, ordinance, or regulation (including amendments and modifications of any of the foregoing), other than the Land Use Application, by any governmental authority or any public or private utility having jurisdiction over the Property that would adversely affect, in the Purchaser's reasonable judgment, the acquisition, development, sale, or use of the Property.

(3) The Seller's representations and warranties set forth in this Agreement shall be true and correct as of Closing.

(4) There shall have been no material adverse change in the condition of the Property.

(5) The Seller shall have duly performed each and every agreement and covenant to be performed in all material respects by the Seller hereunder.

(6) The Seller shall have delivered all of the items required to be delivered by the Seller under the terms of this Agreement.

(7) The Title Company shall deliver to the Purchaser at Closing, or be irrevocably committed to issue at Closing subject only to payment of the title premium at standard rates and consummation of Closing hereunder, an ALTA Owner's Policy of title insurance, with extended coverage (*i.e.*, with ALTA General Exceptions 1 through 5 deleted), issued by the Title Company as of the date and time of the recording of the Deed, in the amount of the Purchase Price, containing the Purchaser's endorsements attached to the Title Commitment, insuring Purchaser as owner of good, marketable, and indefeasible fee simple title to the Property, and subject only to the Permitted Exceptions (the "Title Policy").

(8) The Property shall be free and clear of all leases, tenants, and occupancies.

(9) Sewer and water shall be immediately available at the boundaries of the Property or within recorded easements serving the Property.

The conditions set forth in this Subsection 8(a) are solely for the benefit of the Purchaser and may be waived only by the Purchaser. The Purchaser shall at all times have the right to waive any condition (or any portion of any condition). Such waiver or waivers shall be in writing. Neither the Seller nor the Purchaser shall act or fail to act for the purpose of permitting or causing any condition to fail. In the event any of the conditions set forth in this Subsection 8(a) are not timely satisfied or waived in writing by the Purchaser on or before the Closing Date (as defined in Section 9 below), then (i) the Purchaser may extend the Closing Date until the conditions set forth in this Subsection 8(a) are satisfied, such extension not to exceed twelve (12) months, (ii) the Purchaser may waive the unsatisfied condition(s) and proceed with Closing, or (iii) the Purchaser may terminate this Agreement, in which case the rights and obligations of the Purchaser and the Seller shall terminate, except as otherwise provided herein, and the Deposit shall be promptly returned to the Purchaser.

(b) The terms of this Section 8 shall survive Closing and the recordation of the Deed.

**9. Closing.** The consummation of the contemplated transactions (the "Closing") shall be held at the offices of a law firm and/or title company or title agent located within Northern Virginia, as chosen by the Purchaser, and shall occur on or before the date (the "Closing Date") that is sixty (60) days following approval by City of Manassas Park officials of a final site plan (the "Site Plan") for the Property; provided, however, that Closing shall occur no later than two (2) years after the Effective Date if all other conditions to Closing have been satisfied or waived as set forth in this Agreement. At Closing, (i) the Seller shall deliver, or cause to be delivered through the Title Company, to the Purchaser, its designee(s) or assignee(s) in accordance with the terms hereof, in a form and substance satisfactory to the Purchaser's counsel, a recordable Deed, conveying the Property in fee simple to the Purchaser, together with all other documents, affidavits and instruments necessary or appropriate in the reasonable opinion of the Purchaser's counsel to transfer and convey the Property and all interest therein to the Purchaser in accordance with this Agreement and as may be required by the title insurer; and (ii) the Purchaser shall deliver, or cause to be delivered through the Title Company, to the Seller, its agent(s), officer(s) or employee(s), the Purchase Price, and provide all documents, affidavits and instruments necessary or appropriate in the reasonable opinion of the Seller's counsel to transfer and convey the Property and all interest



therein to the Purchaser in accordance with this Agreement and as may be required by the title insurer. The Seller shall pay the cost of preparing the Deed, the Grantors Tax, and the Seller's attorneys' fees. Examination of title, conveyancing, notary fees, the Purchaser's attorneys' fees, and all recording charges and settlement costs shall be at the sole cost of the Purchaser.

**10. Risk of Loss.** Risk of loss or damage to the Property by fire or other casualty until the Deed is delivered to the Purchaser is assumed by the Seller.

**11. Remedies.** If the Seller fails to perform or breaches any of its representations, warranties, obligations, or covenants to be performed by the Seller under this Agreement, or the Seller misrepresents any fact or circumstance, the Purchaser shall be entitled (a) to enforce specific performance of this Agreement, or (b) terminate this Agreement, in which event, the Deposit, at the Purchaser's request, shall be promptly returned to the Purchaser. The Purchaser waives all other remedies. If the Purchaser defaults in its performance of any term, covenant, condition, or obligation under this Agreement, the Seller shall be entitled to retain ownership of the Property and receive as complete liquidated damages copies of any and all engineering studies, environmental studies, and similar material owned by the Purchaser and/or prepared by the Purchaser or its agents or employees during the Study Period and thereafter, together with the Deposit if such default occurs following the expiration of the Study Period. The Seller waives all other remedies. A failure by either party to perform any act required by it under this Agreement, other than the requirement to close if all conditions have been met, shall not be deemed a default under this Agreement until such party has received written notice from the other party setting forth the alleged failure, and such failure has not been cured within five (5) days of receipt of such notice.

**12. Possession.** The Seller agrees to give possession and occupancy at the time of Closing.

**13. Reimbursement for Lost Tax Revenue.**

(a) The Seller is selling the Property to the Purchaser with the understanding that the Purchaser will promptly construct the Building and related improvements (such as parking, landscaping, etc.) thereon and operate a Popeyes Louisiana Kitchen restaurant or similar restaurant in the Building in conformance with the requirements of the approved rezoning, including proffers, the City's Zoning Ordinance (City Code Chapter 31), and any and all other federal, state, and local applicable laws and regulations, including those of the Four Corners Redevelopment District, as set forth in the City's approved Comprehensive Plan, and the City's Public Facilities Manual.

(b) On the earlier to occur of (i) the date that is two (2) years following approval of the necessary site plan and building plan, or (ii) the date that is three (3) years following the Closing (the "Lost Tax Payment Date"), if the Purchaser has not completed construction of the Building on the Property and commenced operating the Building as a Popeyes Louisiana Kitchen restaurant or similar restaurant, the Purchaser shall pay to the City an amount equal to what the City would otherwise have been expected to receive in tax revenues for one year had the Building been constructed and in operation as a Popeyes Louisiana Kitchen restaurant or similar restaurant (the "Lost Tax Payment"). Thereafter, the Purchaser shall pay the Lost Tax Payment to the City at each anniversary of the Lost Tax Payment Date until the Purchaser has completed construction

of the Building on the Property and has commenced operating the Building as a Popeyes Louisiana Kitchen restaurant or similar restaurant, at which time the Lost Tax Payment will be prorated to the date of such completion of construction and commencement of operations.

(c) The initial amount of the annual Lost Tax Payment shall be One Hundred Thirty-Eight Thousand Eight Hundred Sixty-Three and 66/100 Dollars (\$138,863.66), which amount shall thereafter increase annually by a 3% escalator, effective on each anniversary of the Lost Tax Payment Date.

(d) For purposes of this Agreement:

i. “Completion of construction” and “constructed” each mean that construction of the Building on the Property has been completed in accordance with the approved building plans and specifications for the Building and the approved site plan for the Property and the City has issued a certificate of occupancy for a Popeyes Louisiana Kitchen restaurant or similar restaurant.

ii. “Commenced operating”, “commencement of operations” and “in operation” each mean that the Popeyes Louisiana Kitchen restaurant or similar restaurant in the Building has passed an inspection by the Prince William Health District and such restaurant is The terms of this Section 13 shall survive Closing and the recordation of the Deed.

**14. Covenants.** The Seller and the Purchaser agree and covenant as follows:

(a) The Seller shall (i) not commit or knowingly permit to be committed any waste to the Property, (ii) not enter into or modify any lease, occupancy agreement or service contract binding upon the Purchaser or the Property, without the prior written consent of the Purchaser, (iii) except as contemplated by this Agreement, not enter into any agreement or instrument which would constitute an encumbrance on the Property or which would bind the Purchaser or the Property, without the prior written consent of the Purchaser, (iv) not make or knowingly permit to be made any material alterations to the Property, without the prior written consent of the Purchaser, (v) keep all monetary liens on the Property current and not in default, and (vi) not market the Property or enter into any other agreement to sell or convey an interest in the Property.

(b) The Seller shall not undertake to modify the zoning classification of the Property without the prior written consent of the Purchaser.

(c) Upon the Seller’s receipt of actual knowledge thereof, the Seller shall promptly notify the Purchaser of any material change in any condition with respect to the Property or of any event or circumstance which makes any representation or warranty of the Seller to the Purchaser under this Agreement materially untrue and of any covenant of the Seller under this Agreement which the Seller will be incapable of performing.

(d) The Seller shall cooperate with the Purchaser in a reasonable manner to facilitate development of and construction on the Property in the most efficient and expeditious and cost-effective manner.

(e) The Seller shall allow the Purchaser (and its authorized successors and assigns) the right to use, maintain, and improve and/or expand, if necessary to support the development contemplated by this Agreement and shown on the Master Plan, all storm water management facilities serving the Property that are owned by the Seller, in their current location and without additional acquisition of land by the Seller. Notwithstanding the preceding sentence, if such storm water management facilities will not support such contemplated development, the Purchaser shall provide additional storm water management facilities on-site as required by federal, state, and/or City laws and regulations. In connection with any improvement or expansion of the Seller's storm water facilities, the Seller, at no cost to the Seller, shall cooperate with and assist the Purchaser in such improvement and expansion, including executing and delivering such additional documents to implement such improvement or expansion of the Seller's storm water facilities as may be reasonably required.

**15. Marketing Property.** After the Effective Date of this Agreement, and thereafter during the term of this Agreement, the Purchaser shall have the right to market the Property and any improvements that the Purchaser will construct thereon, which marketing may include, but shall not necessarily be limited to, the placing of the Purchaser's or its agent's marketing signage on the Property at the Purchaser's risk in a location reasonably approved by the Seller and in compliance with applicable laws and ordinances.

**16. Notice.** Whenever notice is to be given under the terms of this Agreement, such notice shall be hand delivered or sent via electronic mail, facsimile, overnight mail, or certified U.S. mail. Such notice shall be deemed received (i) upon actual receipt, (ii) on the same day if hand-delivered or sent via electronic mail or facsimile, (iii) the following day if sent by overnight mail, or (iv) three (3) days following the date of the postmark on the envelope if sent using certified U.S. mail. Notice is to be given as follows:

To Seller: Laszlo Palko, City Manager  
City of Manassas Park  
100 Park Central Plaza  
Manassas Park, VA 20111  
Fax No.: 703-335-0053  
Email: l.palko@manassasparkva.gov

With copy to: Dean Crowhurst, City Attorney  
City of Manassas Park  
100 Park Central Plaza  
Manassas Park, VA 20111  
Fax No.: 703-335-0053  
Email: dcrowhurst@dhcpllc.com

To Purchaser: Mohammed Malek  
Managing Member  
43352 Vestals Place  
Leesburg, VA 20176  
Email: mbm321@gmail.com

To SoFun: Mohammed Malek  
Managing Member  
43352 Vestals Place  
Leesburg, VA 20176  
Email: mbm321@gmail.com

**17. Attorney's Fees.** If the Purchaser or the Seller commences, engages in, or threatens to commence or engage in, any legal action against the other party (including, but without limitation, litigation or arbitration) arising out of or in connection with this Agreement or the Property, including, but without limitation (i) the enforcement or interpretation of either party's rights or obligations under this Agreement (whether in contract, tort, or both), or (ii) the declaration of any rights or obligations under this Agreement, the prevailing party shall be entitled to all reasonable expenses incurred as a result of such action, including but not limited to reasonable attorneys' fees, expert fees, professional fees, and related costs and expenses, said amounts to be promptly paid to the prevailing party. For the purposes of this Section, the term "prevailing party" shall mean the party which obtains a final judgment (beyond any possibility of appeal) as determined by the court in the legal action.

**18. Condemnation.** In the event the Seller receives notice of any condemnation proceedings or notice of the intention of any governmental or quasi-governmental authority to initiate condemnation proceedings, or if any such proceedings commence, or an actual condemnation or taking of the Property or any portion thereof occurs, the Seller will promptly notify the Purchaser and the Purchaser shall, within twenty (20) days thereafter, either (i) elect to terminate this Agreement, in which event, the Deposit shall be returned to the Purchaser and the parties shall be relieved of all further liability hereunder; or (ii) if the Purchaser does not elect to terminate this Agreement, the Purchase Price shall be calculated as if the condemnation had not occurred and the condemnation award as well as any unpaid claims or rights in connection with such condemnation shall be assigned to the Purchaser at Closing, or, if paid to the Seller prior to Closing, shall be credited at Closing against the Purchase Price. In the event the Purchaser does not terminate this Agreement as aforesaid, the Purchaser shall have the right to negotiate with the condemning authority, and the Seller shall neither negotiate nor compromise with such authority without the Purchaser's prior written consent.

**19. Survival of Representations and Warranties.** Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties hereto, pertaining to a period of time following the closing of the transaction contemplated herein shall survive delivery and recordation of the Deed and the transfer and conveyance of the Property to the Purchaser for a period of one (1) year or as otherwise set forth herein.

**20. Partial Invalidity.** If any term or provision 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 or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. **Authority.** Each party hereto warrants for itself that the person(s) executing and delivering this Agreement on such party's behalf is duly authorized to so act.

22. **Joint Venture.** This Agreement shall not constitute a joint venture as between the parties hereto.

23. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns. At its election, the Purchaser may assign its rights and delegate its obligations, as both are set forth in this Agreement, to a parent company, sister company, or wholly-owned subsidiary; provided, however, that such assignment shall not be valid until such assignee has executed a document in a form acceptable to the City in which it acknowledges that (i) it shall thereafter be fully responsible for all of the Purchaser's obligations and responsibilities as provided herein, and (ii) the Property shall be subject to the Reimbursement for Lost Tax Revenue set forth in Section 13 above.

24. **Entire Agreement; Time of the Essence.** This Agreement and the exhibit(s) attached hereto and incorporated herein constitute the entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. The Purchaser and its agents, and the Seller and its agents, shall not be bound by any terms, conditions statements, warranties, or representations, oral or written, not contained herein. No change or modifications to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is signed by the party against which it is ought to be enforced. **Time is of the essence** in the performance of all obligations set forth herein. However, if the final date of any period that is set out in any provision of this Agreement falls on a Saturday, Sunday, or legal holiday under the laws of the United States or the Commonwealth of Virginia, then, and in such event, such period shall be extended to the next day that is not a Saturday, Sunday, or legal holiday.

25. **Jurisdiction and Venue.** This Agreement has been and shall be construed as having been made and delivered within the Commonwealth of Virginia and shall be governed by laws of the Commonwealth of Virginia, both as to interpretation and performance, without regard to its conflict of law provisions. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Prince William County, Virginia.

26. **Brokers.** The parties hereto acknowledge that HGIS, LLC has represented the Seller and the Purchaser in this transaction and will be paid a commission by the Purchaser pursuant to separate agreement. No commission or fee shall be paid to HGIS, LLC by the Seller. The parties hereto warrant that no other broker or agent is entitled to any commission or fee in connection with the transaction contemplated by this Agreement.

27. **Permitted Exceptions.** It is understood that the Property is to be conveyed subject to any and all covenants, easements, restrictions, and other encumbrances now thereon, and in accordance with Section 5 above.

**28. City Authority Not Relinquished.** Nothing contained in this Agreement shall be construed to require the City or any of its elected or appointed bodies (*e.g.*, the Governing Body, the City's Planning Commission, etc.), agents, officers, or employees to relinquish any legislative or local government authority or rights, or to require or obligate the City or any of its elected or appointed bodies, agents, officers, or employees, to vote for or otherwise take or approve any governmental action.

**29. Headings.** The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

**30. Effective Date.** This Agreement shall be effective as of the last date upon which the parties hereto have executed this Agreement, as demonstrated by the date beside the signatures on the signature page ("Effective Date").

**31. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall be for all purposes considered an original of this Agreement.

**32. Construction of Agreement.** The parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship.

**33. Waiver of Breach.** The failure of any party hereto to enforce any provisions of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

**34. No Recordation.** The parties hereto acknowledge and accept that this Agreement shall not be recorded among the Land Records by either party without the prior written consent of the other party.

{Signature pages follow}

WITNESS the following signatures and seals:

SELLER:

CITY OF MANASSAS PARK,  
a Virginia municipal corporation

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Jeanette Rishell, Mayor

COMMONWEALTH OF VIRGINIA  
CITY OF MANASSAS PARK, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of March, 2023, by  
Jeanette Rishell, Mayor of the City of Manassas Park, Virginia.

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

My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Dean H. Crowhurst, City Attorney

PURCHASER:

RRM REALTY LLC,  
a Virginia limited liability company

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: Mohammed Malek  
Title: Managing Member

COMMONWEALTH OF \_\_\_\_\_  
CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of March, 2023, by Mohammed Malek as Managing Member of RRM Realty LLC, a Virginia limited liability company, on behalf of the company.

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

My Commission Expires: \_\_\_\_\_



SOFUN:

SOFUN, LLC,  
a Virginia limited liability company

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: Mohammed Malek  
Title: Managing Member

COMMONWEALTH OF \_\_\_\_\_  
CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of March, 2023, by Mohammed Malek as Managing Member of SoFun, LLC, a Virginia limited liability company, on behalf of the company.

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

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**THE PLAT**

**CURVE TABLE**

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	1848.36'	106.07'	53.05'	106.05'	S27°09'23"W	03°17'16"
2	50.00'	10.39'	5.21'	10.37'	N67°15'56"W	11°54'32"
3	903.96'	138.51'	69.39'	138.37'	N65°06'42"W	08°46'44"
4	663.36'	133.53'	66.99'	133.30'	N64°15'03"W	11°31'58"
5	30.00'	48.46'	31.36'	43.36'	N12°13'22"W	92°32'40"



N/F COUNTY SCHOOL BOARD OF PRINCE WILLIAM COUNTY, VIRGINIA DEED BOOK 530 PAGE 33

CITY OF MANASSAS PARK  
PRINCE WILLIAM COUNTY LINE

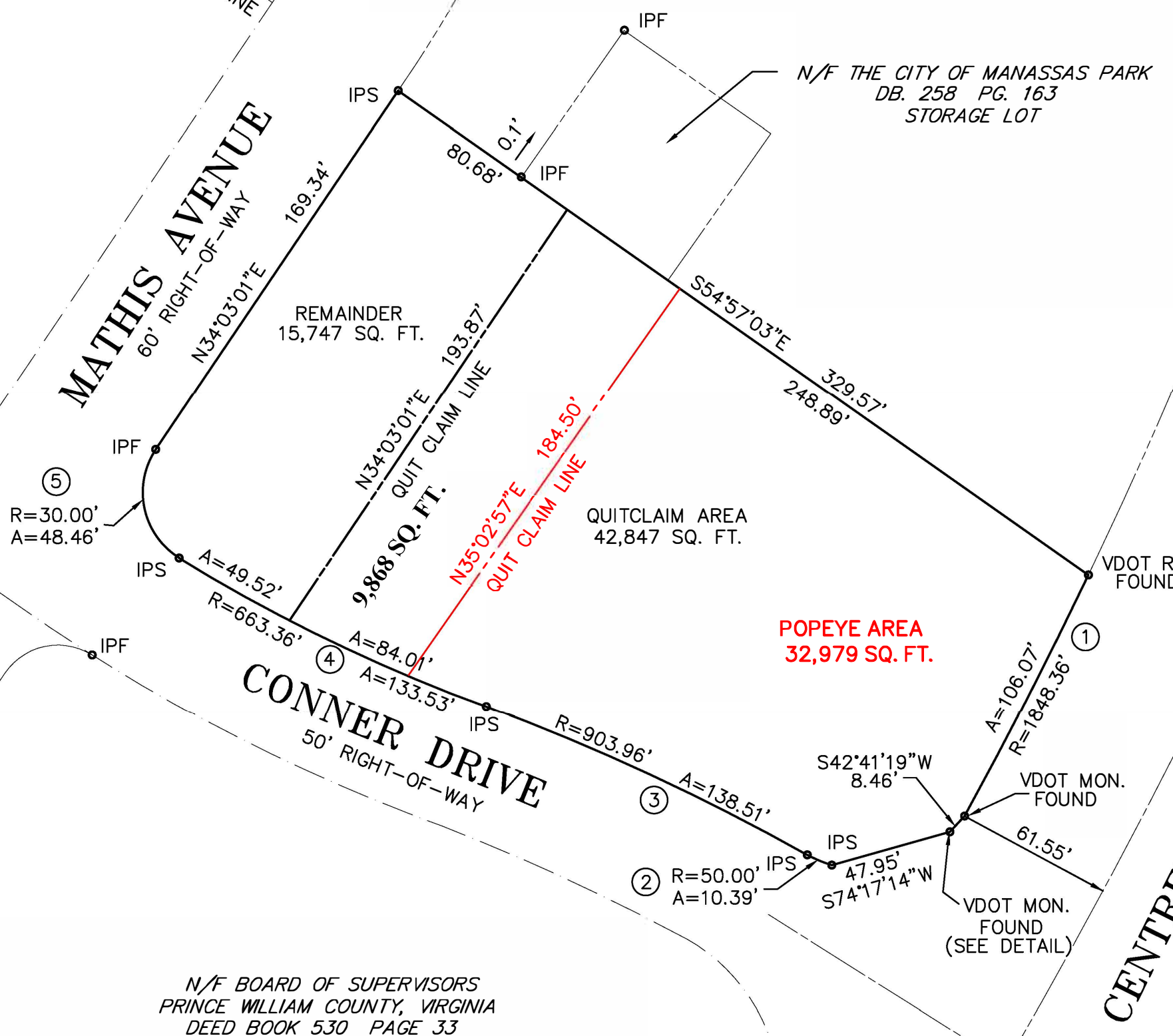
MANASSAS PARK  
LOT 3C SECTION ONE  
DB. 2769 PG. 554

N/F THE CITY OF MANASSAS PARK  
DB. 258 PG. 163  
STORAGE LOT

**MATHIS AVENUE**  
60' RIGHT-OF-WAY

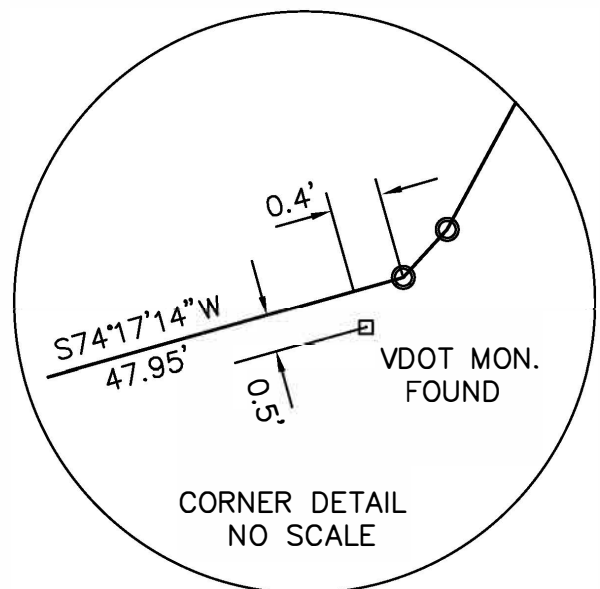
**CONNER DRIVE**  
50' RIGHT-OF-WAY

**CENTREVILLE ROAD**  
ROUTE 28  
(VARIABLE WIDTH)



N/F BOARD OF SUPERVISORS  
PRINCE WILLIAM COUNTY, VIRGINIA  
DEED BOOK 530 PAGE 33

QUITCLAIM AREA	42,847 SQ. FT.	32,979 SQ. FT.
REMAINDER	15,747 SQ. FT.	25,615 SQ. FT.
<b>TOTAL AREA</b>	<b>58,594 SQ. FT.</b>	



GRAPHIC SCALE



( IN FEET )  
1 inch = 50 ft.

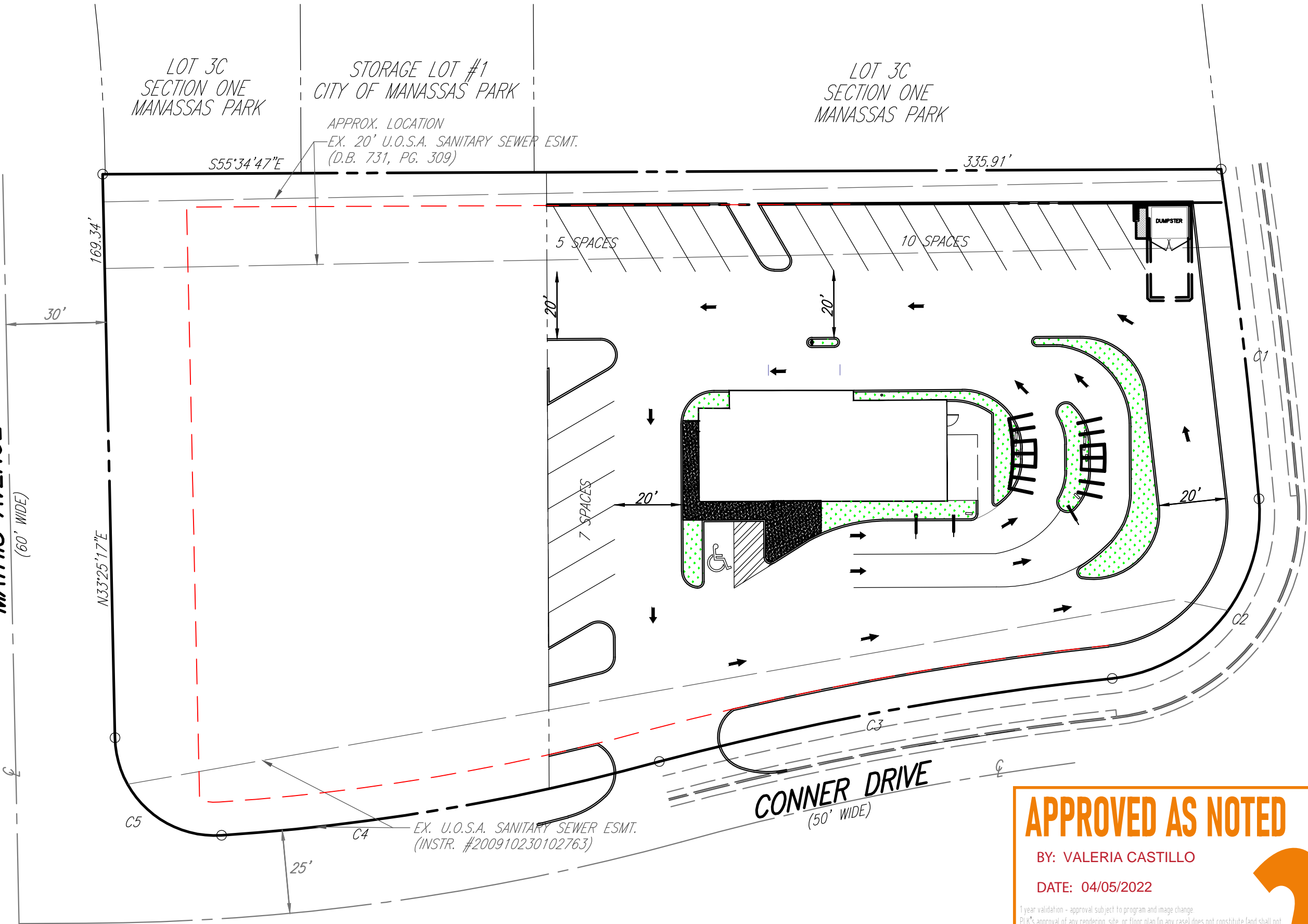
PLAT SHOWING  
QUITCLAIM AREA  
ON THE PROPERTY OF THE  
**THE CITY OF  
MANASSAS PARK,  
VIRGINIA**

INSTRUMENT #201605310040047  
CITY OF MANASSAS PARK, VIRGINIA  
SCALE: 1"=50' MARCH 30, 2022

JEFF WARNER LAND SURVEYING, INC.  
9442 CENTER POINT LANE MANASSAS, VA. 20110  
(703) 369-5249 FAX (703) 369-5783

**EXHIBIT B**  
THE REAL PROPERTY

MATHIS AVENUE  
(60' WIDE)



**APPROVED AS NOTED**

BY: VALERIA CASTILLO

DATE: 04/05/2022

1 year validation - approval subject to program and image change.  
 PLK's approval of any rendering, site, or floor plan (in any case) does not constitute (and shall not be deemed or construed to constitute) PLK's approval of any particular site. If you have a proposed site, you must obtain prior written approval of PLK's Development Committee to develop such site. These documents are not for permit or construction. They must be completed and/or modified by a licensed architect and engineer to conform to all local and applicable codes and specific site conditions. There is no warranty, whether implied or expressed, that these documents meet the applicable code requirements. Liability for the design and any use of the documents is the sole responsibility of the architects and engineer of record.



TM

## **EXHIBIT C**

### **PERMITTED AND CONDITIONAL USES**

The following are the only uses that will be permitted on the Property:

#### **By-right uses:**

- (1) Bakeries.
- (2) Restaurants, including outdoor cafes associated with such uses (excluding restaurants with drive-through windows and dancing or entertainment, except as provided for in City Code § 31-19(d)).

#### **Conditional uses:**

- (1) A business or commercial building greater in height than forty-five (45) feet.
- (2) Nightclubs and restaurants providing live entertainment, including dance halls.
- (3) Restaurants with drive-through windows.