

POST CLOSING ESCROW AGREEMENT

THIS POST CLOSING ESCROW AGREEMENT (“Agreement”) is made and entered into this ____ day of December, 2016, by and between The School Board of Santa Rosa County, Florida a district school board constituted as provided in Article IX, Section 4, of the Florida Constitution (“School Board”); Milton, LLC, a Florida limited liability company (“Milton”); and Daniel B. Harrell, P.A. (“Escrow Agent”).

WITNESSETH

WHEREAS, the School Board and Milton have entered into that certain Agreement of Purchase and Sale dated June 23, 2016 (“S&P Agreement”), with respect to certain real property situate in Santa Rosa County, Florida, and more particularly described on the attached Exhibit “A” (“Real Property”); and

WHEREAS, as a condition of closing on sale of the Real Property, the School Board has required Milton (a) to nullify and terminate of record the Declaration of Rights, Restrictions and Easements contained in that certain instrument recorded at Official Records Book 1449, Page 950, of the Public Records of Santa Rosa County, Florida (“Declaration of Rights”), and (b) to deliver to the School Board, at the sole expense of Milton, an amended policy of title insurance for the Real Property, or an endorsement to the policy delivered at Closing, deleting any exception for the Declaration of Rights (“Amended Policy”); and

WHEREAS, on or about November __, 2016, Milton filed an action in the Circuit Court of the First Judicial Circuit in and for Santa Rosa County, Florida, seeking a declaratory judgment that the Declaration of Rights is not binding upon the Real Property (“Circuit Court Action”); and

WHEREAS, simultaneously with the execution of this Agreement, the School Board has purchased the Real Property from Milton pursuant to the S&P Agreement; and

WHEREAS, Milton has agreed to pay into escrow from Milton's net closing proceeds from the sale of the Real Property the sum of ONE HUNDRED THOUSAND AND NO/100s DOLLARS (\$100,000.00) (“Escrowed Funds”) to secure the obligations of Milton to nullify and terminate of record the Declaration of Rights and to deliver the Amended Policy; and

WHEREAS, the School Board and Milton desire to enter into this Agreement to set forth the terms and conditions under which the Escrow Agent will hold and disburse the Escrowed Funds, as more particularly set forth hereinbelow.

NOW, THEREFORE, for and in consideration of these premises, the sum of TEN AND NO/100s DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the School Board, Milton, and the Escrow Agent do hereby covenant, stipulate, and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated by this reference as if fully set forth herein.

2. Prosecution of Circuit Court Action; Delivery of Amended Policy. Milton will proceed with due diligence to prosecute the Circuit Court Action, and to deliver the Amended Policy to the School Board, by no later than one (1) year from the date of this Agreement (“Amended Policy Delivery Date”).

(a) Upon demonstrating due diligence in prosecuting the Circuit Court Action, Milton may extend the Amended Policy Delivery Date for two periods of not more than ninety (90) days each. Each such extension, if any, shall be by written notice from Milton to the School Board and the Escrow Agent explaining the circumstances necessitating the request for additional time to secure the Amended Policy, and specifying the new Amended Policy Delivery Date.

(b) Upon securing the Amended Policy, Milton shall confirm such action by delivering written notice to the School Board and the Escrow Agent (“Amended Policy Notice”). The Amended Policy Notice shall include an Amended Policy that is fully consistent with Milton’s obligation under the S&P Agreement to deliver to the School Board a policy of title insurance for the Real Property that deletes any exception for the Declaration of Rights.

3. Status Reports; Communication with School Board. Not less than once every thirty (30) days during the term of this Agreement, Milton shall provide to the School Board, through the School Board’s counsel, status reports of its progress in pursuing the Circuit Court Action and in delivering the Amended Policy, including in such reports copies of all pleadings and other filings made with the court. Milton consents to School Board counsel communicating with the Milton’s litigation counsel, on reasonable intervals, on all matters pertaining directly or indirectly to the in the Circuit Court Action, and with Milton’s transaction counsel on all matters pertaining to securing the Amended Policy.

4. Disbursement of Escrowed Funds. Simultaneously with the execution of this Agreement, Milton has deposited the Escrowed Funds with the Escrow Agent. The Escrowed Funds will be held in an interest bearing account with interest to be credited and paid as provided in this Agreement. Within five (5) business days of receiving the Amended Policy Notice, the School Board shall send written notice (“School Board Notice”) to the Escrow Agent, with a copy to Milton, authorizing and directing the Escrow Agent to disburse all of Escrowed Funds and accrued interest to Milton in payment of the balance of the purchase price for the Real Property. Upon receiving the School Board Notice, the Escrow Agent shall disburse the Escrowed Funds to Milton. In the event the School Board fails to send the School Board Notice within the time specified, Milton may deliver written notice to the Escrow Agent

and the School Board (“Milton Notice”) confirming that Milton has delivered the Amended Policy to the School Board. The School Board shall have five (5) business days from receipt of the Milton Notice to object to the disbursement of the Escrowed Funds requested by Milton. If the Escrow Agent does not receive written notice from the School Board objecting to such disbursement within such five (5) business day period, the Escrow Agent shall disburse the Escrowed Funds as requested in the Milton Notice. If the Escrow Agent receives written notice from the School Board objecting to the disbursement of the Escrowed Funds, the Escrow Agent shall continue to hold the Escrowed Funds subject to the terms of Paragraph 6(d) hereinbelow.

5. Expiration of Escrow Agreement. In the event the Escrow Agent has not received the School Board Notice or the Milton Notice by the Amended Policy Delivery Date, as may be extended, then the Escrow Agent shall disburse the Escrowed Funds, including accrued interest, to the School Board, whereupon which this Agreement shall be deemed terminated and of no further force and effect.

6. Escrow Agent. The School Board, Milton, and the Escrow Agent hereby further agree as follows with respect to the duties and obligations of the Escrow Agent:

(a) The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement. The Escrow Agent shall not be deemed to have any implied duty or obligation under or related to this Agreement.

(b) The Escrow Agent may (i) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; (ii) assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and (iii) assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions of this Agreement has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing any instrument; the Escrow Agent's duties under this Agreement are and shall be limited to those duties specifically provided in this Agreement.

(c) The parties to this Agreement do and shall indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits, or proceedings at law or in equity, or other expenses, fees, or charges of any character or nature, including attorneys’ fees and costs, which it may incur or with which it may be threatened by reason of its action as the Escrow Agent under this Agreement, except for such matters that are the result of the Escrow Agent's gross negligence or willful malfeasance. The Escrow Agent shall be vested with a lien on all property deposited under this Agreement for the purpose of such indemnification, and for any other expenses, fees, or charges of any character or nature, that may be incurred by the Escrow Agent in its capacity as escrow agent. The Escrow Agent has and shall have the right, regardless of any instructions, to hold the property deposited in escrow until and unless such additional expenses, fees, and charges shall be fully paid.

(d) In the event that the Escrow Agent receives conflicting demands or is in doubt with respect to the disbursement of any or all of the Escrowed Funds, then the Escrow Agent may, in its sole discretion, continue to hold the Escrowed Funds until the School Board and Milton provide joint written directions regarding the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or may deposit or interplead the Escrowed Funds with the Clerk of the Circuit Court for Santa Rosa County, at its option, without further liability or responsibility on its part. All costs, expenses, and attorneys' fees associated with any such interpleader may be deducted from the Escrowed Funds prior to its deposit with the Court or may be recovered by the Escrow Agent as a part of any award made by the Court having jurisdiction in such interpleader action. Upon notifying the School Board and Milton of such course of action, all liability on the part of the Escrow Agent shall fully terminate.

(e) The Escrow Agent may consult with counsel of its own choice, and shall have full and complete authorization and protection in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistake of fact or error of judgment, or for any act or omission of any kind unless caused by its gross negligence or willful misconduct.

(f) The Escrow Agent may resign upon thirty (30) days' written notice to the School Board and Milton. If a successor escrow agent is not appointed jointly by the School Board and Milton within the thirty (30) day period, the Escrow Agent may petition a court of competent jurisdiction to name a successor.

(g) The School Board and Milton acknowledge and agree that the Escrow Agent may represent the School Board in this matter and the transactions described herein and in any dispute, litigation, or other proceeding arising under this Agreement or the transactions described herein.

7. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns.

8. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered by facsimile, hand, or courier, or sent by certified mail, return receipt requested, postage prepaid, or by overnight courier service. Notices to the parties, unless such party otherwise advises the remaining parties in writing, shall be addressed or delivered to:

If to the School Board: The Honorable Timothy Wyrosdick
 Superintendent of Schools of Santa Rosa County
 5086 Canal Street
 Milton, Florida 32560
 Facsimile: (850) _____

With a copy to: Paul R. Green, Esquire
 General Counsel to The School Board of Santa Rosa County
 P.O. Box 605
 Milton, Florida 32570
 Facsimile: (850) 623-3555

If to Milton: c/o William Gundlach, Esquire
William Gundlach, P.A.
2780 East Oakland Park Blvd.
Fort Lauderdale, Florida 33306
Facsimile: (954) 564-4597

With a copy to: Robert L. King, Esquire
Robert L. King, Attorney at Law
2780 East Oakland Park Blvd.
Fort Lauderdale, Florida 33306
Facsimile: (954) 566-1173

If to Escrow Agent: Daniel B. Harrell, P.A.
Gonano & Harrell
1600 S. Fed. Hwy., Suite 200
Fort Pierce, Florida 34950
Facsimile: (772) 464-1032
Attention: Daniel B. Harrell

Such notices shall be deemed to have been given when delivered via facsimile, courier, or in person, or five (5) days after being deposited in any United States Post Office that accepts certified mail, except that notices to the Escrow Agent shall only be effective upon receipt.

9. Remedies; Applicable Law; Venue. In the event of a default or dispute under this Agreement, the parties shall have all rights and remedies available under Florida law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Agreement, the sole venue shall be in the state courts of Santa Rosa County, Florida.

10. Attorney's Fees. In the event of any litigation arising out of this Agreement or the transactions contemplated hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and costs incurred before trial and at all trial and appellate levels, and in bankruptcy proceedings.

11. Counterparts. This Agreement may be executed in counterparts that, when affixed together, shall constitute one instrument. A telecopy of an executed counterpart of this Agreement shall constitute an original counterpart for all purposes hereunder.

* * *

IN WITNESS WHEREOF, the School Board, Milton, and the Escrow Agent have executed this Agreement as of date set forth above.

SCHOOL BOARD:

THE SCHOOL BOARD OF SANTA
ROSA COUNTY, FLORIDA

WITNESSES:

Print Name: _____

Print Name: _____

By: _____
Print Name: _____
Title: _____

MILTON:

MILTON, LLC
a Florida Limited Liability Company

WITNESSES:

Print Name: _____

Print Name: _____

By: _____
Print Name: _____
Title: _____

ESCROW AGENT:

DANIEL B. HARRELL, P.A.

WITNESSES:

Print Name: _____

Print Name: _____

By: _____
Daniel B. Harrell, President

EXHIBIT “A”

Legal Description of Real Property