

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") dated as of the date the last principal to this Agreement executes the same (the "Effective Date"), by and between **TOTAL CONCEPT INC**, an Arizona corporation, and **H&H DEVELOPMENT, LLC**, a Florida limited liability company, with an address of 751 Beach Comber Blvd # 91, Lake Havasu City, AZ 86403 (the "Seller"), and **THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA**, with an address of 6032 Hwy 90, Milton, Florida 32570 (the "Buyer").

1. **SALE AND PURCHASE.** Seller agrees to sell, assign, transfer, and convey to Buyer, and Buyer agrees to purchase from Seller the following:

A. The real property in fee simple, which includes 2 parcels situated generally on Navarre Pkwy, Navarre, Florida, and as more particularly described and depicted on Exhibit "A" attached hereto and by this reference made a part hereof.

B. All improvements, appurtenances, rights, easements, right-of-way, tenements, and hereditaments incident thereto and all title and interest, if any, of Seller in and to all strips and gores and any land lying in the bed of any street.

C. All agreements, licenses, permits, privileges, government approvals, development orders, reserved and future development rights, utility reservations and credits, and other rights and privileges associated in any way with the use and development of the real property.

D. Unless the context clearly requires otherwise, the property described in Paragraphs 1A, 1B, and 1C are collectively called the "Property."

2. **PURCHASE PRICE AND PAYMENT.** In consideration of the conveyance of the Property to Buyer, Buyer shall pay to Seller the sum of **One Million Four Hundred and Thirty Thousand Dollars and 00/100** (\$1,430,000.00) (the "Purchase Price"), payable to Seller in cash at Closing (defined below) and which shall be paid to Seller as follows:

A. An initial deposit of **Ten Thousand Dollars and 00/100** (\$10,000.00) ("Initial Deposit") shall be due and payable to Escrow Agent (as defined below) under the provisions of Paragraph 23 upon execution of this Agreement by Buyer;

B. The balance of the Purchase Price plus all funds necessary to satisfy Buyer's monetary closing obligations shall be due and payable in cash at Closing (as adjusted by prorations and payment of expenses as herein provided).

3. **INVESTIGATION PERIOD.** Buyer shall have ninety (90) days following receipt of Seller's written confirmation that Seller's Contingency in Paragraph 28 has been satisfied to perform due diligence on, investigate and inspect any aspect of the Property, to determine whether or not the same is satisfactory to Buyer ("Investigation Period"). Buyer shall have the option to extend the Investigation Period for one (1) additional thirty (30) day period by increasing the Initial Deposit from \$10,000 to \$20,000 (the Initial Deposit, including as increased by Buyer as provided in this Paragraph 3 to extend the Investigation Period, is hereinafter referred to as the "Deposit") prior to the termination of initial Investigation Period.

During such Investigation Period, Buyer will be provided access to the Property to inspect the Property, verify zoning, conduct engineering and environmental studies, feasibility tests, determine use under zoning or the proposed comprehensive land use plan, test for hazardous materials, and to determine the availability of water, sewer, and other utilities. Subject to the limits of sovereign immunity and the limited waiver thereof as contained in the statutes and Constitution of the State of Florida, Buyer hereby agrees to hold Seller harmless against any claims costs, damages, or liability arising out of or related to Buyer's investigation of the Property. Buyer further agrees to hold Seller harmless from and against all liens on the Property filed by contractors, materialmen, or laborers performing or claiming to perform work and tests for Buyer ("Investigation Claims"). Buyer's obligation to indemnify Seller for Investigation Claims shall survive the cancellation or termination of the Agreement. During the Investigation Period, Seller will make available, upon Buyer's written request, for inspection and copying by Buyer, any leases affecting the Property, any building permits, plats, plans and any governmental approvals relating to the construction and use of the Property that are in Seller's possession. All of Buyer's investigations, tests, verifications, copies and examinations shall be made by Buyer at Buyer's sole expense. If Buyer fails to close for any reason, all materials provided by Seller to Buyer and copies of any and all other materials relating to the Property obtained by Buyer will be immediately delivered to Seller. Buyer may, in its sole discretion during the Investigation Period, including any extension permitted under this Agreement, by written notice to Seller, terminate this Agreement and receive a refund of the Deposit (defined below) subject to the requirements of Paragraph 24.

4. **SURVEY.** Buyer, at Buyer's option and sole expense, shall have the Property surveyed and certified by a registered Florida surveyor in accordance with Chapter 61G17-6 of the Florida Administrative Code. If the survey map does not reveal any material encroachment on the Property or that improvements located on the Property encroach on setback lines, easements, or the land of others, or violate any restriction, covenant, or applicable governmental regulation, or any other matter that would affect the marketability or insurability of title to the Property ("Survey Exceptions"), Buyer will cause the survey exception to be removed from the owner's title insurance policy. If the survey shows any Survey Exceptions, then any such issues shall be treated as title defects in the manner set forth in Paragraph 5 and Buyer shall notify Seller in writing of the specific defect in the manner provided in Paragraph 5 and, provided however, that in all events, the survey, if obtained by Buyer, shall be obtained, and notice of any title defects based upon the survey shall be noticed in writing by Buyer to Seller, during the Investigation Period.

5. **QUALITY OF TITLE.** Buyer shall not be obligated to purchase the Property hereunder unless title to the Property shall be marketable of record as will enable the law firm of Clark Partington, as agent for an ALTA member title insurance underwriter selected by Buyer, and authorized to do business in Florida, to issue to Buyer, at regular rates, its full purchase price coverage, standard marketability revised ALTA Owner's Title Insurance Policy, in the amount of the Purchase Price hereunder, without exception as to survey or mechanic's or similar liens, and free and clear of all other liens and encumbrances and subject only to: A. General and special real property ad valorem taxes; B. Other matters as may be approved in writing by Buyer or title objections waived by Buyer pursuant to this paragraph.

An Owner's Title Commitment, together with copies of all exceptions (collectively, "Title Evidence"), shall be obtained by Buyer and delivered to Seller within twenty (20) days after the Effective Date of this Agreement. If the Title Evidence reveals any defects in the title on the Property (each and collectively, a "Title Defect") or survey obtained by Buyer pursuant to Paragraph 4 reveals any Survey Defect, Buyer shall have ten (10) business days from the date Buyer receives the Title Evidence or survey, respectively, to notify Seller in writing of any Title Defect or Survey Defect. If within twenty (20) days from the receipt of Buyer's

written notice of a Title Defect or Survey Defect (or such longer period agreed to by Seller and Buyer in writing), Seller notifies Buyer that Seller is unable in the exercise of reasonable diligence to cure the Title Defect or Survey Defect to the reasonable satisfaction of Buyer, Buyer may, at its option, by written notice to Seller given within the ensuing ten (10) business days, either (1) cancel and terminate this Agreement and in such event, Seller will return the Deposit, subject to the requirements of Paragraph 24, to Buyer if Buyer is not otherwise in breach of this Agreement and neither party shall have any further obligations under this Agreement; or (2) Buyer may elect to purchase the Property in its "AS IS" condition without offset against the Purchase Price for any Title Defect. If Seller does not receive notice of a Title Defect within thirty (30) days following the Effective Date, Title Defects shall be deemed accepted by Buyer. If Seller does not receive notice of a Survey Defect within Investigation Period, Survey Defects shall be deemed accepted by Buyer. If Buyer elects to purchase the Property, title will be conveyed at the Closing. Standard exceptions contained in the Owner's Title Commitment relating to parties in possession and mechanics liens will be removed from the policy in accordance with Florida law upon receipt of the required affidavits. The survey exception will be removed (or modified to reflect the state of facts evidenced by the survey) if Buyer obtains a satisfactory current survey as provided in Paragraph 4.

6. **SELLER'S COVENANTS, WARRANTIES AND REPRESENTATIONS.** Seller covenants, warrants and represents to Buyer that each of the statements set forth in this Paragraph 6 are true and correct as of the date of this Agreement, and through the Closing:

A. **LEASES.** Seller has no knowledge of any adverse or other parties in possession of the Property, or of any part thereof. No party has been granted any license, lease or other right relating to the use or possession of the Property or any part thereof.

B. **ACCESS.** Seller has no knowledge of any facts or conditions which would result in the termination of the current access from the Property to any presently existing highways and roads adjoining or situated on the Property, or to any existing sewer or other utility facilities servicing, adjoining or situated on the Property.

C. **LIABILITIES.** Seller has no knowledge or notice of any pending or threatened litigation or governmental action which would adversely affect the value of the Property or the right of Buyer to acquire the Property.

D. **HAZARDOUS SUBSTANCES.** For the purposes of this Agreement the term "Hazardous Substances" is defined as and shall include, without limitation: (1) toxic or hazardous substances, materials, or hazardous wastes, as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., and any other applicable federal, state and local law, regulation, ordinance or requirements, all as amended to the date hereof; (2) petroleum, including but not limited to, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (3) any radioactive material, including but not limited to, any source, special nuclear, or by-product material as defined in 42 U.S.A. §2011 et seq., as amended or hereafter amended; (4) any hazardous wastes or infectious wastes as those terms are defined under any applicable federal, state or local laws, rules, and regulations; (5) all pollutants and contaminants as such terms are defined under applicable federal, state or local laws, rules, and regulations; (6) whether or not naturally occurring, methylene chloride, trichloroethylene, 1,2-transdichloroethylene, dioxines, dibenzofurans and extremely hazardous substances, asbestos, radon and methane gas; and (7) "Hazardous substances" shall also include any substance which, if part of an activity or undertaking on the Property, would cause (a) the

Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of the Resource Conservation and Recovery Act of 1976 ("RCRA"), or any similar state law or local ordinance; (b) a release or threatened release of hazardous waste from the Property within the meaning of the Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), or any similar state law or local ordinance or any other environmental law; (c) the discharge of pollutants or effluent into any water source or system or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution control Act or Clean Air Act or any similar state law or local ordinance; or (d) any substances or conditions in, on or under the Property which may support a claim or cause of action under RCRA, CERCLA, or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements.

i. Seller represents and warrants that, (a) to the best of Seller's knowledge, no prior owner of the Property, nor any owner or prior owner of any real property adjacent to the Property (the "Adjacent Land"), has manufactured or disposed of any Hazardous Substance on the Property or on such Adjacent Land, or stored or used any such Hazardous Substance on the Property or on such Adjacent Land in such quantities, concentrations, forms or levels, or otherwise in a manner which is in violation of any applicable environmental laws, and (b) prior to the Closing, Seller shall remove or cause to be removed from the Property any and all (1) Hazardous Substances that are in such quantities, concentrations, forms, or levels, or otherwise in a manner that are in violation of any applicable environmental law, and (2) structures, vehicles, boats, trailers, equipment, storage tanks, trash, garbage, construction debris, and other miscellaneous debris. To the best of Seller's knowledge, the Property is in compliance with all applicable federal, state and local laws, regulations, ordinances and requirements relating to health and safety, and protection of the environment, and possess all material permits required thereby. Seller has no knowledge or notice that the Property contains any asbestos.

ii. To the best of Seller's knowledge, after diligent investigation, the Property is in compliance with all environmental laws, and there have been no notices from any federal, state and local governmental authority having jurisdiction over the Property, to the effect that the Property is not in compliance with any of such environmental laws, or is the subject of any federal, state and local investigation evaluating whether any remedial action is needed to respond to a release of any Hazardous Substance into the environment from the Property, and there are no pending actions with respect to the Property under any environmental laws.

iii. Seller has never generated, transported, treated, stored, disposed of, released, recycled, or discharged any Hazardous Substance at the Property in violation of any applicable law or regulation, and the Property does not contain (including, but not limited to, containment by means of any underground storage tank) any Hazardous Substance that would cause Seller or Buyer to incur any liability and, prior to the Closing, Seller shall remove or cause to be removed from the Property any and all (a) Hazardous Substances that are in such quantities, concentrations, forms, or levels, or otherwise in a manner that are in violation of any applicable environmental law, and (b) structures, vehicles, boats, trailers, equipment, storage tanks, trash, garbage, construction debris, and other miscellaneous debris.

iv. Seller has not been subject to, or received any notice of, any private, administrative, or judicial action or notice of any intended private, administrative, or judicial action relating to the presence or alleged presence of Hazardous Substance in, under or upon the Property, does not know of any basis for any such notice or action; and there are no pending, or to the actual knowledge of Seller, any threatened actions or proceedings (or notices of potential actions or proceedings) from any governmental

agency or any other entity regarding any matter relating to health, safety, or protection of the environment in connection with the operation of the Property.

v. To the best of Seller's knowledge, there have not been and there are not any past or present events, conditions, circumstances, practices, incidents or actions which (1) interfere with or prevent continuing compliance with any federal, state or local law, regulation or ordinances or requirements relating to health and safety and protection of the environment; or (2) otherwise form the basis of any claim, action, suit, proceeding, hearing or investigation against or involving the Property based on any violation or alleged violation of any federal, state or local law, regulation, ordinance or requirement relating to health and safety or protection of the environment in connection with the operation of the Property.

E. **NO OTHER FACTS.** To Seller's actual knowledge, there is no known restriction on the use of the Property for public education/facilities other than any zoning restrictions or as may be disclosed in recorded public records.

F. **NOT A FOREIGN PERSON.** Seller is not a "foreign person" as that term is used in Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended, and the related regulations.

G. **MATERIAL MISSTATEMENTS OR OMISSIONS.** None of the representations and warranties of Seller set forth in this Paragraph 6 or, to the knowledge of Seller, the information contained in the certificates, lists, documents, exhibits, or other instruments delivered or to be delivered to Buyer by Seller as contemplated by any provision hereof, contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements contained herein or therein not misleading.

H. **CONDEMNATION.** To the best of Seller's knowledge, there is not now pending any condemnation proceeding affecting the Property or any portion thereof. Seller has received no notice of any such proceeding.

Each of Seller's representations and warranties in this paragraph shall expressly survive the execution, delivery and performance of this Agreement, and shall survive for a period of one (1) year after the Closing.

7. **BUYER'S COVENANTS, WARRANTIES AND REPRESENTATIONS.** Buyer covenants, warrants and represents to Seller that each of the statements set forth in this paragraph are true and correct as of the date of this Agreement, and through the Closing. Each of Seller's representations and warranties shall expressly survive the execution, delivery and performance of this Agreement, and shall survive Closing, including the following:

A. **ENFORCEABILITY OF THIS AGREEMENT.** Subject to satisfaction of the contingency set forth in Paragraph 27.A, to the best of Buyer's knowledge, information and belief, no term in this Agreement is proscribed by applicable law, rule or regulation and that no term has been omitted from this Agreement that is required to make this Agreement enforceable under applicable law, rule or regulation upon Buyer.

B. **MATERIAL MISSTATEMENTS OR OMISSIONS.** None of the representations and warranties of Buyer set forth in this Paragraph 7 or, to the knowledge of Seller, the information contained in the certificates, lists, documents, exhibits, or other instruments delivered or to

be delivered to Seller by Buyer as contemplated by any provision hereof, contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements contained herein or therein not misleading.

Each of Buyer's representations and warranties in this paragraph shall expressly survive the execution, delivery and performance of this Agreement, and shall survive for a period of one (1) year after the Closing.

8. **COVENANTS AND CONDITIONS OF SETTLEMENT.** At Closing, Seller shall execute and deliver a General Warranty Deed to Buyer to convey title to the Property in accordance with this Agreement and the Closing Affidavit of Seller. The General Warranty Deed shall be in form and substance reasonably satisfactory to Seller and Buyer and in proper form for recording, and shall include the following statement or equivalent language acceptable to Buyer: "The Grantee acknowledges that there may be deed restrictions, restrictive covenants, and like matters appearing on the plat or otherwise common to the subdivision of, or in some manner purportedly applicable to, the Real Property as reflected in the public records of Santa Rosa County, Florida. Neither the Grantee's acceptance of title to the Real Property nor its acknowledgment of such record matters shall constitute or be construed as a waiver of the Grantee's claim of exemption, as a public body and government agency purchaser pursuant to *Ryan v. Manalapan*, 414 So.2d 193 (Fla. 1982), and other governing law, from any cloud or encumbrance created by such matters." Seller and Buyer shall execute closing statements, a FIRPTA certificate (if necessary), and such other documents as may be reasonably required to complete closing and accomplish transfer of the Property to Buyer hereunder.

9. **CLOSING.** The closing of this sale and purchase by Seller and Buyer (the "Closing") shall be held on or before thirty days (30) following the termination of the Investigation Period, including any extension permitted under this Agreement, at a time and place mutually agreeable to the parties, but if none is agreed to, at the offices of the law firm of Clark Partington.

10. **APPORTIONMENTS.** All rents, interest, insurance, and other expenses and revenues of the Property shall be prorated between Seller and Buyer as of midnight immediately preceding the Closing. All real estate taxes and assessments that are a lien against the Property shall be satisfied of record by Seller at Closing. In the event Buyer acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Santa Rosa County Tax Collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and mileage rates on the Property. In the event Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the Santa Rosa County Tax Collector an amount equal to the taxes that are determined to be legally due and payable by the Santa Rosa County Tax Collector. Regarding special assessments imposed by a public body, Seller will pay: (a) the full amount of liens that are certified, confirmed, and ratified before Closing; and (b) the amount of the last estimate of the assessment if any improvement is substantially completed as of the Effective Date but has not resulted in a lien before Closing, and Buyer will pay all other amounts.

11. **CLOSING COSTS.** Seller shall pay for Seller's attorney's fees, if any, for documentary stamps on the deed required by applicable Florida law and any costs necessary to cure Title Defects that, to the extent requiring material expenditure of funds that Seller elects to cure. Buyer shall pay for the cost of recording the deed, for the owner's title insurance policy in the amount of the Purchase Price, for the survey, and Buyer's attorney's fees.

12. **BROKERAGE.** Seller and Buyer warrant each to the other (and it is agreed that this warranty shall survive delivery of the deed) that no broker or agent has been employed with respect to the sale of the Property other than Scoggins III, Inc. who represents Buyer. Scoggins III, Inc. shall be compensated with a Real Estate commission equal to five percent (5%) of the Gross Sales Price, paid by Seller. Each party agrees to indemnify and hold harmless the other from any claim made by any other brokers or agents who claim to act for the party sought to be charged for a commission, compensation, brokerage fees, or similar payments in connection with this transaction and against any and all expense or liability arising out of any such claim.

13. **DEFAULT.**

A. **Notice of Default.** No default as to any provision of this Agreement shall be claimed or charged by either party against the other until notice of such default has been given to the defaulting party, and such default remains uncured for a period of ten (10) days after such notice. Notwithstanding the foregoing, the date of Closing shall not be changed, delayed, postponed, or extended by any requirement for notice of default, if such default consists of failure to appear at the Closing.

B. **Default by Buyer.** If Buyer's Conditions have been satisfied or waived within the time periods required under this Agreement, or if Buyer does not diligently and in good faith pursue the satisfaction of Buyer's Conditions, and Buyer thereafter fails to perform any of the covenants of this Agreement applicable to Buyer, Seller may retain the Deposit for the account of Seller as liquidated and agreed upon damages as consideration for the execution of this Agreement and in full settlement of any claims for damages (excluding the Investigation Claims), and Seller and Buyer shall be relieved of all further obligations and liability under this Agreement, except as otherwise specifically provided in other parts of this Agreement.

C. **Default by Seller.** In the event the transaction contemplated by this Agreement does not close by reason of a default by Seller, Buyer's sole remedies shall be to (i) seek specific performance of Seller's obligations hereunder; or (ii) terminate this Agreement and have the Deposit returned to Buyer in full upon Buyer's written instructions to Escrow Agent

14. **NOTICES.** All notices, demands, requests, and other communications hereunder shall be in writing and shall be deemed to have been given if delivered (i) personally, (ii) by registered or certified mail, return receipt requested, postage pre-paid, (iii) by another recognized overnight delivery service (e.g., Federal Express), or (iv) electronically or by facsimile transmission with confirmation of delivery, addressed as follows:

If to Seller:

TOTAL CONCEPT, INC.
ATTENTION: Mr. Rick Holloway
751 Beach Comber Blvd #1st 91
Lake Havasu City, AZ 86403
tryme@islanderhavasu.com

With Copy to:

William M. Noall
Garman Turner Gordon LLP
650 White Dr., Suite 100
Las Vegas, NV 89119
wnoall@gtg.legal

If to Buyer: SANTA ROSA COUNTY DISTRICT SCHOOLS
ATTENTION: Mr. Joseph Harrell
6032 Hwy 90
Milton, Florida 32570

With Copy to: Gonano & Harrell
(as Counsel for Buyer) ATTENTION: Daniel B. Harrell
1600 South Federal Highway, Suite 200
Fort Pierce, Florida 34950-5178
DHarrell@gh-law.com

With Copy to: Clark Partington
(as Escrow and Closing Agent) ATTENTION: Scott Remington
125 East Intendencia Street
Pensacola, FL 32502
sremington@clarkpartington.com

With Copy to: Scoggins III, Inc.
(as Agent for Buyer) ATTENTION: Danny Zimmern
124 B – E Wright Street
Pensacola, Florida 32502
Dannyzuf@aol.com

or at such other address as the party may specify from time to time by written notice to the other party.

15. **SUCCESSORS AND ASSIGNS.** All terms of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, heirs, successors and assigns. This Agreement may not be assigned without the written consent of Seller.

16. **GOVERNING LAW.** This Agreement is intended to be performed in the State of Florida and shall be governed and construed in all respects in accordance with the laws of the State of Florida. Venue in any action arising under this Agreement shall lie in the Circuit Court in the county where the Property is located.

17. **CAPTIONS.** The captions of this Agreement are inserted for convenience or reference only and not to define, describe or limit the scope or the intent of this Agreement or any term hereof.

18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

19. **CHANGES AND MODIFICATIONS; CHANGES AND INCORPORATIONS OF PRIOR AGREEMENTS.** This Agreement may not be orally changed, modified or terminated; it supersedes any and all prior understandings and/or letter agreements; other matters of similar nature shall be deemed to be of no force or effect in the interpretation of this Agreement, it being intended that this Agreement represents the entire understanding of the parties. No modification or waiver of any provision hereof shall be valid unless in writing and signed by a party against whom it is to be enforced.

20. **WAIVER.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand strict compliance with the terms hereof; provided, however, that any party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other provisions of this Agreement.

21. **FURTHER ASSURANCES.** Seller and Buyer each agree to execute and deliver to the other such further documents and instruments as may be reasonable and necessary in furtherance of and to effectuate the intent of the parties as expressed by the terms and conditions hereof.

22. **ATTORNEY'S FEES.** If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the covenants, terms or conditions hereof, the prevailing party shall be entitled to costs, expenses, and reasonable attorney's fees at both trial and appellate levels, incurred in connection with the bringing and/or defense of any such action.

23. **RISK OF LOSS.** Until the purchase of the Property has been consummated on the date of Closing, all risk of, or damage or, or destruction of, the Property, whether by fire, flood, tornado, hurricane or other casualty, or by the exercise of the power of eminent domain, or otherwise, shall belong to and be borne by Seller. If, prior to Closing, the Property or any part thereof shall be damaged or destroyed, Buyer, at Buyer's option, may declare this Agreement null and void and receive a full refund of the Deposit. If Buyer elects to proceed and to consummate the transfer and conveyance under this Agreement despite such damage or destruction, there shall be no reduction in, abatement of, or set-off against the Purchase Price, and Seller shall assign to Buyer all of Seller's right, title and interest in and to all insurance proceeds resulting from such damage or destruction. Seller agrees to maintain its current form of liability insurance on the Property until the Closing.

24. **ESCROW AGENT.** Seller and Buyer appoint the law firm of Clark Partington to serve as escrow agent hereunder ("Escrow Agent"). The Escrow Agent receiving funds, including the Deposit, agrees to promptly deposit them in a non-interest bearing escrow account in a nationally chartered bank, to hold them in escrow, and disburse them in accordance with this Agreement. The funds will be released by the Escrow Agent only (1) at Closing; or (2) upon written direction from both parties; or (3) to Buyer at Seller's written direction; or (4) to Seller five (5) days after receipt of written direction from Seller stating that Buyer is in default under the terms of the Agreement, in which event the Escrow Agent shall promptly furnish a copy of the directions to Buyer and if there is no written objection thereto within five (5) days, the Escrow Agent shall remit the Deposit to Seller. If a written objection is filed within the time allowed or if the Escrow Agent is in doubt as to its duties, the Escrow Agent may continue to hold the funds in escrow until the matter is resolved either by joint written direction from the parties or by order of the Circuit Court having jurisdiction of the dispute, or the Escrow Agent may interplead the same in the Circuit Court. In any such action or proceeding, the Escrow Agent shall be entitled to recover its reasonable costs and attorney's fees. Additionally, The Deposit shall not be returned to Buyer until Buyer furnishes proof satisfactory to the Escrow Agent that all costs incurred by Buyer in connection with the investigation have been fully paid.

A. All deposits paid pursuant to this Agreement prior to the Closing shall be held in escrow by the Escrow Agent in a non-interest bearing account subject to the terms of the Agreement and shall be duly accounted for at the Closing.

B. The Escrow Agent shall be subject to the following terms and conditions and no others:

i. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. Further, the Escrow Agent shall be under no obligation to refer to any other documents between or among Buyer and Seller related in any way to this Agreement.

ii. The Escrow Agent shall not be liable to anyone by reason of any error of judgment, or for any act done or step taken or omitted by the Escrow Agent in good faith, or for any mistake of fact or law, or for anything which the Escrow Agent may do or refrain from doing in connection herewith, unless caused by or arising out of the actual and intentional misconduct of the Escrow Agent or any act of the Escrow Agent in willful disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

iii. The Escrow Agent shall be entitled to rely upon, and shall not be subject to any liability in acting in reliance upon, any writing furnished to the Escrow Agent by either Buyer or Seller, and shall be entitled to treat as genuine and as the document it purports to be, any letter, paper, or other document furnished to the Escrow Agent in connection with this Agreement. The Escrow Agent may rely on any affidavit of either Buyer or Seller or any other person as to the existence of any facts stated therein to be known by the affiant.

iv. In the event of any disagreement between Buyer and Seller resulting in adverse claims and demands being made in connection with or against the funds held in escrow, the Escrow Agent shall be entitled, at the Escrow Agent's option, to refuse to comply with the claims or demands of either party until such disagreement is finally resolved (a) by a court of competent jurisdiction (in proceedings which the Escrow Agent or any other party may initiate, it being understood and agreed by Buyer and Seller that the Escrow Agent has authority (but no obligation) to initiate such proceedings); or (b) by an arbitrator in the event that Buyer and Seller determine to submit the dispute to arbitration pursuant to the applicable rules of the American Arbitration Association, and in so doing the Escrow Agent shall not be or become liable to any party.

v. Buyer and Seller each agree to indemnify the Escrow Agent against any and all losses, liabilities, costs (including reasonable legal fees) and other expenses in any way incurred by the Escrow Agent in connection with or as a result of any disagreement between Buyer and Seller under this Agreement or otherwise incurred by the Escrow Agent in any way on account of their role as escrow agent, except that neither Buyer nor Seller shall have any obligation to pay the Escrow Agent any fee for escrow services hereunder.

25. **TIME OF ESSENCE. TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

26. **RADON.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This disclosure is required by Florida law to be contained in all contracts for sale or lease of buildings.

27. **BUYER'S CONTINGENCIES.** Buyer's obligation to purchase the Property under this Agreement shall be subject to the satisfaction or waiver in writing of the following contingencies ("Buyer's Contingencies") in this Paragraph 27.

A. **Approval of School Board.** Seller has been advised and understands that all purchases of real property by Buyer must be approved by The School Board of Santa Rosa County, Florida (the "Board"), after proper notice, presentation and consideration. This transaction has been entered into pursuant to a pure option agreement between the Superintendent of Schools, Santa Rosa County, Florida, and Seller. The option, this Agreement, and Buyer's obligation to close shall be governed by Section 1013.14, Florida Statutes, and shall be subject to approval of the Board at a public meeting held after not less than thirty (30) days' published notice. In the event this approval has not been secured within the Investigation Period, including any extension permitted under this Agreement, either party shall have the option to terminate this Agreement by written notice to the other in accordance with the provisions of Paragraph 14, whereupon the Deposit shall be returned by the Escrow Agent to Buyer and neither party shall thereafter have any obligation to the other (except as otherwise specifically provided in other parts of this Agreement).

B. **No Violation.** There is no violation of any comprehensive land use plan, zoning ordinance, environmental statute or regulation, or other restriction, limitation, or requirement imposed by the governmental authorities exercising jurisdiction over the Property that would prevent the Property from being used for public educational facilities, auxiliary facilities, and related institutional uses and purposes ("Buyer's Proposed Uses").

C. **Validity Not Contested.** There is no action, suit, or proceeding at law or in equity before any court or public board or body pending or threatened against Seller or Buyer (i) contesting the validity of this Agreement, (ii) seeking to restrain or enjoin the acquisition or development of the Property by Buyer, or (iii) alleging that such acquisition and development for Buyer's Proposed Uses would violate any comprehensive land use plan, zoning ordinance, development order, or environmental statute or regulation, or any other restriction, limitation, or requirement imposed by the governmental authorities exercising jurisdiction over the Property.

D. **Value Confirmed.** Buyer shall obtain two (2) independent appraisals, each such appraisal performed by an appraiser licensed under Part II, Chapter 475, Florida Statutes, or a member of an approved appraisal organization, and the average value of the two appraisals shall be not less than the Purchase Price. Buyer shall request such appraisals within five (5) days of the Effective Date.

E. **Consistency with Comprehensive Plan Confirmed.** Buyer has received notice from the local government agency with regulatory authority over land use that the Property and Buyer's Proposed Uses are consistent with the land use categories and policies of the local government's comprehensive plan. Buyer shall request such notice within five (5) days of the Effective Date.

F. **Emergency Access Confirmed.** Buyer has received verification that the Property may be developed for Buyer's Proposed Uses with fire and other emergency vehicle access in full compliance with applicable provisions of the Florida Fire Prevention Code. Buyer shall request such verification within five (5) days of the Effective Date.

G. **Agreement Contingent Upon Acquisition of Other Parcels.** Buyer's obligations hereunder are expressly contingent upon Buyer's successfully contracting for and scheduling

the simultaneous closing of the transaction contemplated by this Agreement and closing of the purchase and acquisition, including the obtaining of clear title, of all of the following parcels with the following owners:

Property Reference No. 262S280000030000000, and 262S280000030010000, located at Gulf Breeze Parkway, Gulf Breeze, Florida 32563, owned **East Gulf Breeze Holding LLC**.

Property Reference No. 262S280000032000000, located generally in isolation surrounded by the subject parcel, in Gulf Breeze, FL 32563 owned by **Charles W. and Donna M. Mitchell**.

(The parcels of real property identified in the subparagraphs above shall be referred to herein as the "Contingency Parcels.")

This Agreement is contingent upon and made in consideration of the purchase and acquisition of the Contingency Parcels by Buyer contemporaneously with the Property subject to this Agreement. In the event Buyer has been unable for any reason to contract for and schedule the closing of the Contingency Parcels by the Closing Date, including obtaining clear title to the Contingency Parcels, then Buyer shall have the option, but not the obligation, to terminate this Agreement at its sole discretion. Upon the notice of cancellation by Buyer to Seller at any time prior to the completion of all such closings, and the release of the Deposit to Buyer, neither party shall thereafter have any obligations or liabilities hereunder.

Seller agrees and acknowledges that Seller shall not interfere with any contract for the purchase of the Contingency Parcels by Buyer and shall not attempt to enter into any agreement with any owner of the Contingency Parcels, or negotiate with any agent of any owner of any of the Contingency Parcels at any time prior to Closing, and/or until Buyer has obtained clear title and possessory interest in the Contingency Parcels. Any act by the Seller in violation of this provision shall be and constitute a breach of this Agreement.

H. Removal of Hazardous Substances, Debris, and Other Items Completed. Seller has completed the removal of any and all Hazardous Substances and structures, vehicles, boats, trailers, equipment, storage tanks, trash, garbage, construction debris, and other miscellaneous debris in the manner required as set forth in **Paragraphs 5.D.i** and **5.D.iii** to the reasonable satisfaction of Buyer.

I. Conditional Use Permit Approval Obtained. Buyer has received from Santa Rosa County, Florida, a conditional use permit authorizing use of the Property for Buyer's Proposed Uses. Buyer shall proceed promptly, continuously, in good faith, and with all due diligence to obtain conditional use approval for the Property; and shall advise Seller regularly of Buyer's progress in pursuing such approval. Seller shall cooperate, at no cost to Seller, with Buyer in the application for and pursuit of the conditional use permit approval, including but not limited to signing and delivering any properly completed application for such approval, and any properly completed agent authorization that may be required by or from Buyer and its agents and representatives in order to pursue such application for approval.

The failure of the (i) Seller's Contingency in **Paragraph 28**, which without Seller's express written waiver, shall entitle Seller, in its sole and absolute discretion, to terminate this Agreement without any further obligations whereupon the Deposit shall be returned by the Escrow Agent to Buyer and the Parties shall be relieved of all obligations under this Agreement excluding Buyer's obligation to indemnify Buyer for All Investigation Claims, or (ii) The failure of Buyer Contingencies set forth in **Paragraphs 27. A, 27.D,**

27.E, 27.F, or 27.I during the Investigation Period and Paragraphs 27.B, 27.C, 27.G, or 27.H prior to closing of the transaction contemplated by this Agreement, which without Buyer's express written waiver, shall entitle Buyer, in its sole and absolute discretion, to terminate this Agreement, whereupon the Deposit shall be returned by the Escrow Agent to Buyer and the Parties shall be relieved of all obligations under this Agreement excluding Buyer's obligation to indemnify Buyer for All Investigation Claims. Notwithstanding anything herein to the contrary, if Seller's Contingency set forth in Paragraph 28, or any of Buyer's Contingencies set forth in Paragraphs 27.A, 27.D, 27.E, 27.F, or 27.I have not been met, satisfied, or waived within the Investigation Period, including any extension permitted under this Agreement, either party shall have the right to terminate this Agreement by written notice to the other in accordance with the provisions of Paragraph 14, whereupon the Deposit shall be returned by the Escrow Agent to Buyer and neither party shall thereafter have any obligation to the other (except for those obligations that specifically survive the termination of this Agreement).

28. **SELLER'S CONTINGENCY.** Seller's obligation to Sell the Property under this Agreement shall be subject to the satisfaction or waiver in writing of the requirement that the value shown by at least one of the two appraisals described in Paragraph 27.D which shall be obtained by Buyer shall be not less than \$1,950,000.00. ("Seller's Contingency").

29. **RECORDING.** Neither this Agreement nor any portion thereof, nor any memorandum relating hereto shall be placed of record by any party to this Agreement, unless as required for title purposes.

30. **WAIVER OF JURY TRIAL.** SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SELLER AND BUYER ENTERING INTO THIS AGREEMENT.

31. **DISCLOSURE OF INTERESTED PARTIES.** Not less than ten (10) days prior to the Closing Date Seller shall provide to Buyer an affidavit and certificate of beneficial interest, in such form and content as Buyer may reasonably require, as necessary to comply with all disclosure provisions of Section 286.23, Florida Statutes, or shall demonstrate exemption from such disclosure. By executing this Agreement, Seller acknowledges receipt of written notice of the requirement to make such disclosure.

32. **CHARITABLE CONTRIBUTION.** If either of the two appraisals obtained by Buyer as provided in Paragraph 27.D reflects a value that exceeds the Purchase Price, Seller may seek to declare such excess to be a charitable contribution to the Board. Buyer agrees to cooperate with Seller, including but not limited to executing Internal Revenue Service forms or other documentation memorializing the transactions contemplated by this Agreement, in Seller's efforts to secure recognition of such donation to the Board as a charitable contribution.

33. **REPRESENTATION.** Each party represents and agrees that it either has been represented by its own attorney or has knowingly waived such party's right to be so represented in the negotiation, drafting, execution, and delivery of this Agreement.

[Signatures on following page]

EXHIBIT "A"

LEGAL DESCRIPTION

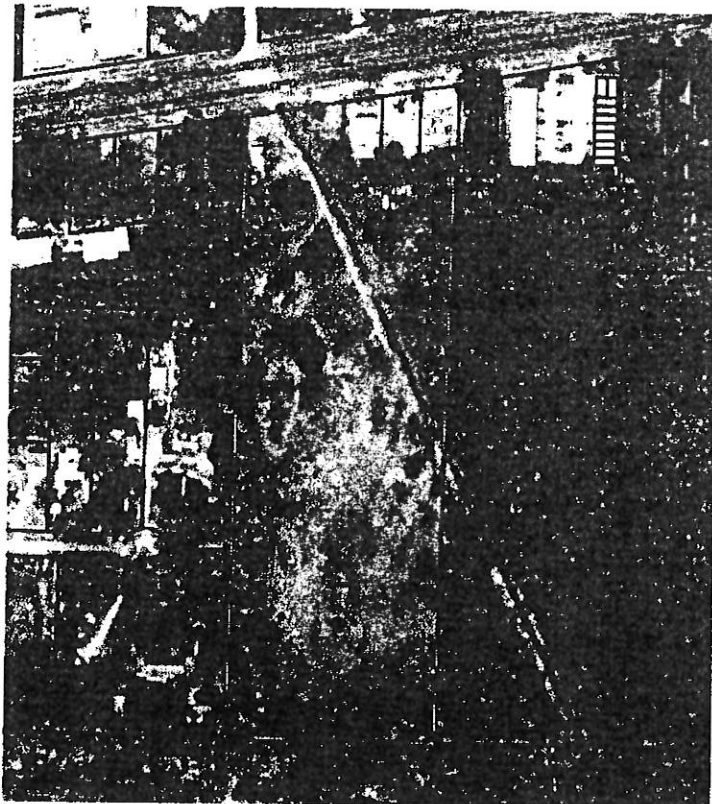
Parcel described as:

Santa Rosa County Property Appraiser Account Number 262S280000004000000, located at 4605 Gulf Breeze Pkwy, Gulf Breeze, Florida 32563, Santa Rosa County, Florida, under the following legal description:

Parcel # 1- The West 225' more or less of the North $\frac{1}{2}$ of Lot 3, Section 26, Twp. 2 S, Rge 28 W, lying South of State Road 53, now known as U.S. Highway 98. This land lying in the North half of Lot 3; Beginning at the intersection of the West line of Lot 3 with the half line, being 176.2' more or less from the South right-of-way of State Road 53; thence East a distance of 220' more or less along said half line; thence North parallel to the West line of Lot 3 to its intersection with the South right-of-way line of said road; thence West along said right-of-way to its intersection with the West line of Lot 3 a distance of 225' more or less; thence South along the West line of Lot 3 to the point of beginning. All in Section 26, Twp 2 S, Rge 28 W, Santa Rosa county, Florida

Parcel # 2- The West 15 acres more or less of the South half of Lot 3, Section 26, Twp. 2 S, Rge 28 W, in Santa Rosa County, Florida

*and depicted on the Property Appraiser's tax map as follows, the subject property is overlaid in blue:



IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the Effective Date.

Signed, Sealed and Delivered
in the Presence of:

SELLER:
TOTAL CONCEPT, INC.

1. [Signature]
ELIZABETH ANN QUIGGLE

[Signature]
Rick Holloway
Its: 11/15/2020

2. [Signature]
BART WAGNER

Date: 11/15/2020

(Names should be typed or printed below signatures)

H&H DEVELOPMENT, LLC

1. [Signature]
ELIZABETH ANN QUIGGLE

Print Name: ELIZABETH ANN QUIGGLE
Its: 11/15/2020

2. [Signature]
BART WAGNER

Date: 11/15/2020

BUYER:

The School Board of Santa Rosa County, Florida

1. [Signature]
William S Emerson

By: [Signature]
Tim Wyrosdick, Superintendent of Schools

2. [Signature]
Melanie Pattullo

Date: 5/15/2020

(Names should be typed or printed below signatures)