

AGENDA

SCHOOL BOARD WORKSHOP

GADSDEN COUNTY SCHOOL BOARD
MAX D. WALKER ADMINISTRATION BUILDING
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA

December 3, 2018

4:00 P.M.

THIS WORKSHOP IS OPEN TO THE PUBLIC

1. Call to Order
2. Discussion Items
 - a. Sale of Gretna Elementary School Property – **SEE PAGE #2**
 - b. Sale of Gretna Elementary School and St. John Elementary School Property
SEE PAGE #10
 - c. Cenergistic Contract Proposal for Energy Conservation Management Services
SEE PAGE #19
3. Educational Items by the Superintendent
4. School Board Requests and Concerns
5. Adjournment

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2a

DATE OF SCHOOL BOARD MEETING: December 3, 2018

TITLE OF AGENDA ITEM: Sale of Gretna Elementary School Property

DIVISION: Administration

 This is a **CONTINUATION** of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:
(Type and Double Space)

Request to sale Gretna Elementary School Property to the City of Gretna.

FUND SOURCE: N/A

AMOUNT: \$250,000.00

PREPARED BY: Roger P. Milton

POSITION: Superintendent

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

CONTRACT FOR SALE AND PURCHASE

PARTIES: **SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**, a public body corporate under the laws of the State of Florida, whose address is 35 Martin Luther King, Jr. Boulevard, Quincy, Florida 32351, (the “*Seller*”) and **THE CITY OF GRETNA, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida, whose address is P. O. Box 220 Gretna, Florida 32332, (the “*Buyer*”) hereby agree that the Seller shall sell and the Buyer shall buy the following property upon the terms and conditions hereinafter set forth. Wherever the context hereof so requires or admits, the terms “*Seller*” and “*Buyer*” shall include singular and plural, and use of any gender shall be applicable to all genders, and this instrument shall be pending upon all parties hereto and their legal representatives, successors, and assigns.

1. **LEGAL DESCRIPTION:** That certain parcel of real property located at 706 M L. King Boulevard, Gretna, Gadsden County, Florida 32332, being more particularly described on Exhibit “A” attached hereto and made a part hereof (the “*Property*”).

2. **PERSONAL PROPERTY INCLUDED IN PURCHASE PRICE:** The sale of the Property shall also include all of the fixed equipment, fixtures and personal property associated with the Property (unless specifically excluded below), and any non-fixed items specifically indicated herein, including the following: gas heaters, propane tanks (including propane if owned); central heating, ventilation and air conditioning equipment and fixtures; sump pumps; attached TV antennas and cables; lighting and light fixtures; plumbing equipment and fixtures; attached mirrors; linoleum; wall-to-wall carpet; window and porch shades; blinds; storm windows and doors; screens; curtain and drapery rods; awnings; keys; attached humidifiers; attached outside cooking units; attic and ceiling fans; built-in kitchen appliances; all tables, desks, chairs, and related equipment associated with the Property.

3. **METHOD OF PAYMENT:**

- (a) Deposit to be held in trust by Ausley & McMullen, P.A. (the “Escrow Agent”) \$50,000.00

- (b) Purchase money note and mortgage from Buyer to Seller in the principal amount of \$200,000.00 with 6.00% interest, payable in equal, annual installments of \$25,000.00, plus accrued interest, until paid in full. \$200,000.00

- (c) **TOTAL PURCHASE PRICE** **\$250,000.00**

4. **TIME FOR ACCEPTANCE; EFFECTIVE DATE:** If this offer is not executed by Seller and Buyer prior to 5:00 p.m. on October _____, 2018, the Deposit shall be returned to Buyer and this offer shall be null and void. The effective date of this Contract shall be the date when the last party has signed this Contract.

5. CLOSING AND POSSESSION: This Contract shall be closed and the deed delivered on or before the ____ day of _____, 2018, unless extended by other provisions of this Contract. If additional time is required to close, closing and possession date shall be extended, not to exceed sixty (60) days. Possession of the Property shall be delivered to Buyer at closing. MONIES DUE AT CLOSING SHALL BE TENDERED BY WIRE-TRANSFERRED FUNDS TO ESCROW AGENT. Closing shall be held at the offices of Ausley & McMullen, P.A., 123 South Calhoun Street, Tallahassee, Florida 32301.
6. EVIDENCE OF TITLE: Within twenty (20) days from the effective date of this Contract, Seller shall order for delivery to the Buyer a Title Commitment to be followed by an Owner's Policy of Title Insurance issued by Escrow Agent, as agent for First American Title Insurance Company or Old Republic National Title Insurance Company, agreeing to issue to Buyer upon recording of the deed hereafter mentioned, an Owner's Policy of Title Insurance in the amount of the purchase price; insuring that the title to the Property is free and clear of any easements, liens or encumbrances unless otherwise expressly permitted or provided herein. Buyer shall have ten (10) days from receipt of the Title Commitment within which to notify Seller in writing if any defect is discovered rendering title unmarketable. If a defect rendering title unmarketable is discovered, Seller shall exercise reasonable diligence and have a reasonable amount of time, (not to exceed ninety [90] days), to clear same at its expense, and closing shall be extended accordingly. If any such title defect cannot be cured, Buyer shall have the option of accepting the title as it then is, or receiving a refund of the Deposit and terminating this Contract.
7. INSTRUMENTS: Title to real Property shall be conveyed by SPECIAL WARRANTY DEED unless otherwise agreed in writing. Seller represents that it has legal authority and capacity to convey title to the Property together with any improvements thereon. Seller shall furnish to Buyer a Seller's affidavit that there have been no alterations or improvements to the Property for ninety (90) days preceding date of closing for which a lien could be filed. If the Property has been improved within ninety (90) days preceding closing date, the Seller shall deliver releases or waivers of all mechanic's liens or receipted bills, executed by general contractors, subcontractors, suppliers or materialmen, and Seller's mechanic's lien affidavit. Upon request copies of all instruments shall be furnished at least twenty-four (24) hours prior to closing.
8. COVENANTS, RESTRICTIONS AND REVERSION: Buyer agrees that the Special Warranty Deed shall include the following restrictions, covenants and provisions for title to revert to Seller, to-wit:
 - (a) The real property conveyed herein shall not be used by Grantee or Grantee's future grantees, lessees, successors or assigns for the purpose of owning, operating, conducting, permitting or allowing in any way any type of public, private or charter school or educational facility and activities on any part of the

real property, whether inside or outside of any buildings or structures located on the real property. This covenant shall be perpetual and run with title to the land.

- (b) The Grantor reserves unto itself, its successors and assigns, the reversion of title to the property should the Grantee or its future grantees, lessees, successors, or assigns, violate the foregoing restrictive covenant, then upon the occurrence of such violation, fee title to the real property shall immediately revert back to the Grantor, its successors or assigns.

These covenants and restrictions and right of reversion may be enforced by all methods allowed by Florida law including, but not limited to, actions for declaratory judgment and injunctive relief.

- 9. RESTRICTIONS AND EASEMENTS: Buyer agrees to take title to the Property subject to the purchase money mortgage described above, taxes for the current and subsequent years, special assessments and those accruing hereafter, zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, and restrictive covenant of record.
- 10. ROAD MAINTENANCE: The Buyer may be responsible for the maintenance of roads and related drainage, if any, serving this Property, and unless there is an ownership interest in such roads and related drainage by governmental authorities, said governmental authority shall have no responsibility for such maintenance. If this Property is located within the City of Gretna and is served by a street and/or street drainage facility which is not dedicated to the public according to the City, then the local government does not have responsibility for maintenance of the streets and/or street related drainage facilities, if any, serving this Property, and the Buyer may be responsible for such maintenance.
- 11. NEW FINANCING:
 - (a) SELLER FINANCING: Purchase money mortgage and note to Seller shall follow forms generally accepted and used in the county where the Property is located. Said mortgage shall provide for but not be limited to the following:
 - (i) Insurance against loss by fire, with extended coverage, in an amount not less than the total amount of all mortgages or 80% or replacement value, whichever is greater. Mortgagee (Seller) shall be named as loss payee.
 - (ii) Acceleration, at the option of the holder, after thirty (30) days default.
 - (iii) The right of a Mortgagor (Buyer) to prepay all or part of the principal at any time without penalty.
 - (iv) All sums outstanding under the mortgage shall be due in full on resale of the Property.

12. WARRANTIES AND REPRESENTATIONS CONDITION OF PROPERTY:

This Contract is subject to and Buyer has the option of having the Property inspected, at Buyer's expense, by an appropriately state licensed person dealing in construction, repair or inspections. Said inspection shall include, but not be limited to the right to inspect the Property for structural defects, visible evidence of leaks, plumbing, heating, air conditioning, electrical, appliances, if any, and any other major components of the Property. This inspection shall be made within fifteen (15) days of the date of this Contract and Seller, agrees to cooperate in making available to the Buyer or inspector all parts of the Property as may be required to adequately conduct the inspection. If Buyer does not elect to conduct an inspection within the time provided above, Buyer agrees that the right to conduct the inspection shall be waived.

Within five (5) days of the date the inspection is to be completed, the Buyer shall notify the Seller whether the Buyer accepts the Property as found by the inspection. Upon such notification, this Contract shall be closed in accordance with its terms. Should Buyer notify Seller within five (5) days of the date the inspection was to be completed that Buyer does not accept the inspection, Buyer shall have the right to forthwith cancel this Contract and recover any binder paid and shall be relieved from any further obligation under this Contract.

AS-IS CONDITION OF PROPERTY: At Closing, Buyer agrees it shall accept the Property AS-IS without any type of warranty thereon. Buyer further understands that Seller has not made and does not make any representations or warranties of any kind as to the condition of the Property, buildings, improvements or fixtures located thereon, and/or the location of the boundaries of the Property.

13. ENVIRONMENTAL CONDITIONS: Buyer acknowledges the availability of environmental engineering firms which can perform environmental audits on the Property. If Buyer elects not to have an environmental audit performed on the Property, then Buyer accepts all responsibility associated with any potential environmental problems which may occur. Buyer relieves Seller of any and all responsibility in connection with any unknown environmental problems which may occur on the Property.

14. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, can present health risks to persons who are exposed to it over a period of 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. The undersigned Buyer hereby acknowledges receipt of this disclosure before signing the Contract.

15. MAINTENANCE: Between the date of Contract and date of closing or the date of possession, whichever occurs first, the Property, including lawn, shrubbery, and other

improvements, if any, shall be maintained by Seller in the condition existing on the date of the Contract, ordinary wear and tear excepted.

16. RISK OF LOSS: The risk of loss or damage to the Property by fire or otherwise is assumed by Seller until closing of this transaction. If the Property is damaged, Buyer shall have the option to void this Contract. If Buyer does not void this Contract, Buyer shall proceed to closing.

17. PRORATIONS: All taxes from the current year, rents, hazard insurance premiums on policies assumed by Buyer, and property owners' association dues, if any, shall be prorated as of date of closing. Buyer shall be deemed the owner of the Property on date of closing. All prorations shall be adjusted to the cash due at closing. The agreements contained herein shall survive closing.

18. EXPENSES:

BUYER SHALL PAY FOR THE FOLLOWING:

Promulgated premium for issuance of an Owners' Policy of Title Insurance
Promulgated premium for issuance of a Loan Policy of Title Insurance, if any
Recording fees
State documentary stamps on deed
State documentary stamps on note
Intangibles tax on mortgage
Buyer's attorneys' fees and costs
Any loan cost required by lender
Survey, if any
Real estate brokerage fee

Seller SHALL PAY FOR THE FOLLOWING:

Preparation of deed, affidavit
Seller's attorneys' fees and costs

19. SURVEY: If Buyer desires a survey, it shall have the Property surveyed at its expense prior to closing date. If the survey shows an encroachment, the same shall be treated as a title defect.

20. DEFAULT: If Buyer fails to perform any covenants of this Contract within the time specified, all Deposits paid by Buyer may be retained by or for the account of Seller, as liquidated damages. If Seller fails to perform any covenants of this Contract, all Deposits, at the option of the Buyer, shall be returned to Buyer. Upon such event, all parties shall be released of their rights and obligations under this Contract. As an alternative to the foregoing, however, either non-defaulting party, may proceed at law or in equity to enforce his legal rights under this Contract, including, but not limited to, the right to bring suit for specific performance.

21. ATTORNEY FEES AND COSTS: In connection with any litigation, including appeals, arising out of this Contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney fees.

- 22. SPECIAL ASSESSMENT LIENS: Certified, confirmed or ratified special assessment liens as of the date of closing (and not as of date of the Contract) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer, provided, however, that where the improvement has been substantially completed as of date of Contract, such pending liens shall be considered as certified, confirmed or ratified, and Seller shall be charged at closing an amount equal to the last estimate of the improvement assessment.
- 23. LEASES: Seller shall furnish copies of all written leases, if any, to Buyer prior to closing. If there are any persons in possession of the Property without written leases, estoppels letters from such persons specifying the nature and duration of occupancy shall be furnished to Buyer by Seller prior to date of closing.
- 24. COMMISSION TO REALTOR: Buyer and Seller acknowledge that Seller has employed a realtor or broker in connection with this Contract and Buyer shall be responsible for the payment of any real estate commission to the realtor or broker.
- 25. TIME IS OF THE ESSENCE IN THIS AGREEMENT.
- 26. COUNTERPART ORIGINALS; FACSIMILE; ELECTRONIC MAIL. This Contract may be executed simultaneously in counterparts and transmitted via facsimile or electronic transmission, receipt acknowledged, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 27. SPECIAL CLAUSES: Any provisions contained in this SPECIAL CLAUSES section of this Contract or in exhibits attached hereto shall control and govern any contrary or inconsistent provisions appearing elsewhere in this Contract.

“BUYER”:

THE CITY OF GRETNA, FLORIDA,
a municipal corporation created and existing
under the laws of the State of Florida

By: _____
Name: _____
Title: _____

Date signed: _____

“SELLER”:

SCHOOL BOARD OF GADSDEN COUNTY,
FLORIDA, a public body corporate under the
laws of the State of Florida

By: _____
Name: _____
Title: _____

Date signed: _____

[Receipt and Acknowledgment of Escrow Agent on following page]

RECEIPT AND ACKNOWLEDGEMENT OF ESCROW AGENT

By signature below, receipt of the Deposit in the amount of \$50,000.00 is acknowledged (if check, subject to clearance). It shall be held in escrow pending disbursement according to terms of this Contract. Failure of clearance of deposits shall not excuse performance by Buyer.

The parties to this Contract acknowledge that the law firm of AUSLEY & McMULLEN, P.A., which is the Seller's counsel, has agreed to hold the Deposit in escrow as a convenience to Buyer and Seller. The Escrow Agent shall disburse the Deposit in accordance with the terms of this Contract. In the event the Escrow Agent is in doubt as to its duties hereunder, it may continue to hold the Deposit until the parties mutually agree to the disbursement thereof, or until a court of competent jurisdiction enters an order directing the Escrow Agent to disburse the Deposit. In the alternative, the Escrow Agent may place the Deposit in the registry of the Circuit Court of Gadsden County, Florida, whereupon the Escrow Agent shall be released from its obligations as Escrow Agent.

In the event the Escrow Agent is made or joined as a party to any lawsuit between Buyer and Seller, or in the event the Escrow Agent interpleads the deposit into the registry of the Court, the Escrow Agent shall be entitled to recover reasonable attorney's fees and costs.

By signature below Seller's agent acknowledges receipt of the Deposit of \$50,000.00. It shall be held in escrow pending disbursement according to terms hereof.

AUSLEY & McMULLEN, P.A.

By: _____

J. Marshall Conrad

Date signed: _____

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2b

DATE OF SCHOOL BOARD MEETING: December 3, 2018

TITLE OF AGENDA ITEM: Sale of Gretna Elementary School and St. John Elementary School Property

DIVISION: Administration

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:
(Type and Double Space)

Request to sale Gretna Elementary School and St. John Elementary School Property to American Advanced Senior Care, LLC.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Roger P. Milton
POSITION: Superintendent

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered

Commercial Contract



1 1. PARTIES AND PROPERTY: American Advanced Senior Care, LLC ("Buyer")

2 agrees to buy and GADSDEN COUNTY SCHOOL BOARD ("Seller")

3 agrees to sell the property at:

4 Street Address: 706 MLK BLVD & 4463 BAINBRIDGE HWY

6 Legal Description: (3-05-2N-4W-0000-00122-0100), (2-14-3N-4W-0000-00242-0100) See attached Legal "A", "B".

8 and the following Personal Property:

10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 2. PURCHASE PRICE: \$ 350,000.00

12 (a) Deposit held in escrow by: AUSLEY McMULLEN P.A. \$ 5,000.00

14 Escrow Agent's address: 123 S. CALHOUN STREET Phone: 850-425-5476

15 (b) Additional deposit to be made to Escrow Agent
16 [x] within 15 days (3 days, if left blank) after completion of Due Diligence Period or
17 [] within ___ days after Effective Date \$ 5,000.00

18 (c) Additional deposit to be made to Escrow Agent
19 [] within ___ days (3 days, if left blank) after completion of Due Diligence Period or
20 [] within ___ days after Effective Date \$

21 (d) Total financing (see Paragraph 5) \$

22 (e) Other CASH \$

23 (f) All deposits will be credited to the purchase price at closing.
24 Balance to close, subject to adjustments and prorations, to be paid
25 via wire transfer. \$ 340,000.00

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of
27 Buyer's written notice of acceptability.

28 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
29 and Buyer and an executed copy delivered to all parties on or before October 10, 2018, this offer
30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
31 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
32 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or
33 Calendar days will be used when computing time periods, except time periods of 5
34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next
36 business day. Time is of the essence in this Contract.

37 4. CLOSING DATE AND LOCATION:
38 (a) Closing Date: This transaction will be closed on November 10, 2018 (Closing Date), unless
39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods
40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer (Signature) and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

41 on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after
42 the insurance underwriting suspension is lifted.

43 (b) Location: Closing will take place in LEON County, Florida. (If left blank, closing will take place in the
44 county where the property is located.) Closing may be conducted by mail or electronic means.

45 **5. THIRD PARTY FINANCING:**

46 **BUYER'S OBLIGATION:** On or before NA days (5 days if left blank) after Effective Date, Buyer will apply for third
47 party financing in an amount not to exceed NA% of the purchase price or \$ _____, with a fixed
48 interest rate not to exceed NA% per year with an initial variable interest rate not to exceed _____%, with points or
49 commitment or loan fees not to exceed NA% of the principal amount, for a term of NA years, and amortized
50 over NA years, with additional terms as follows:

51 _____
52 Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any
53 lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left
54 blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close
55 the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage
56 broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon
57 obtaining financing or being rejected by a lender. **CANCELLATION:** If Buyer, after using good faith and reasonable
58 diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within _____ days (3 days if left blank)
59 deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.
60 If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter.
61 Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of
62 those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If Buyer
63 has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and
64 thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or
65 before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both
66 parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving
67 the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use
68 good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction
69 does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms
70 and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-
71 approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

72 **6. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty
73 deed special warranty deed other _____, free of liens, easements and
74 encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,
75 restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other
76 matters to which title will be subject) and those matters, if any, appearing in the Commitment for Title Insurance to be

77 issued to Buyer pursuant to the terms of this contract. _____;
78 provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the
79 Property as _____.

80 (a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent
81 and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and
82 within 30 days after Effective Date or at least _____ days before Closing Date deliver to Buyer (check one)
83 (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by
84 Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase
85 price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and
86 Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. (ii.) an
87 abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
88 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed
89 insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy
90 exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or

Buyer E.A and Seller _____ acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

91 Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such
92 an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.

93 (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller
94 of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2)
95 Buyer delivers proper written notice and Seller cures the defects within 0 days from receipt of the notice
96 ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the
97 Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the
98 scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be
99 cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days
100 from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept
101 title subject to existing defects and close the transaction without reduction in purchase price.

102 (c) Survey: (check applicable provisions below)
103 Seller will, within _____ days from Effective Date, deliver to Buyer copies of prior surveys,
104 plans, specifications, and engineering documents, if any, and the following documents relevant to this
105 transaction:
106 _____
107 prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this
108 transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the
109 date this Contract is terminated.
110 Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine
111 title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
112 encroachments on the Property or that the improvements encroach on the lands of another, Buyer will
113 accept the Property with existing encroachments such encroachments will constitute a title defect to be
114 cured within the Curative Period.

115 (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

116 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition,
117 ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller
118 makes no warranties other than marketability of title. In the event that the condition of the Property has materially
119 changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a
120 refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required
121 condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$0.00 _____ (1.5% of
122 the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any
123 defects in the Property. (Check (a) or (b))

124 (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
125 condition.

126 (b) Due Diligence Period: Buyer will, at Buyer's expense and within 30 days days from Effective Date ("Due
127 Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the
128 term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which
129 Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural,
130 environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision
131 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local,
132 state and regional growth management and comprehensive land use plans; availability of permits, government
133 approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground
134 water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to
135 Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property
136 is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in
137 its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the
138 Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable
139 notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter
140 the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from
141 losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from
142 liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer
143 will not engage in any activity that could result in a mechanic's lien being filed against the Property without
144 Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the

Buyer E. B. and Seller _____ acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

145 Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the
146 Inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a
147 result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that
148 Buyer's deposit will be immediately returned to Buyer and the Contract terminated.

149 (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the
150 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
151 to ensure that all Property is on the premises.

152 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any
153 business conducted on the Property in the manner operated prior to Contract and will take no action that would
154 adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting
155 vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted only with
156 Buyer's consent without Buyer's consent.

157 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
158 the norms where the Property is located.

159 (a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at
160 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
161 mailboxes, and security systems.

162 (b) Costs: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
163 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
164 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
165 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

166 (c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
167 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
168 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
169 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
170 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
171 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if
172 applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or
173 Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the
174 change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller, if requested by the
175 Buyer in writing, will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will
176 deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the
177 appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the
178 requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement,
179 mortgages and notes, security agreements, and financing statements.

180 (d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond
181 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
182 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
183 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
184 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
185 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

186 (e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date
187 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
188 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
189 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
190 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
191 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
192 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
193 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
194 does not apply to condominium association special assessments.

195 (f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA,
196 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
197 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

Buyer  () and Seller () () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

198 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or
199 Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the
200 withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the
201 requirement.

202 **10. ESCROW AGENT:** Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive,
203 deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the
204 terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to
205 Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent
206 has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed
207 items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator
208 determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over
209 the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all
210 liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate
211 broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items
212 or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs
213 incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs
214 in favor of the prevailing party.

215 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
216 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
217 complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after
218 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

219 **12. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable
220 to each other for damages so long as performance or non-performance of the obligation, or the availability of services,
221 insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure.
222 "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual
223 transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the
224 non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will
225 be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this
226 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than
227 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other
228 and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

229 **13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
230 not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit
231 will be returned in accordance with applicable Florida Laws and regulations.

232 **14. DEFAULT:**

233 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make
234 the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby
235 waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek
236 specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the
237 brokerage fee.

238 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1)
239 retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the
240 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
241 specific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1)
242 terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without
243 waiving any remedy for Buyer's default.

244 **15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
245 prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable
246 attorneys' fees, costs, and expenses.

247 **16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
248 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
249 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
250 representing a party will be as effective as if given by or delivered to that party.

Buyer EA () and Seller () () acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

251 **17. DISCLOSURES:**

252 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
253 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of
254 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the
255 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not
256 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

257 (b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
258 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
259 liens, if any, shall be paid as set forth in Paragraph 9(e).

260 (c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
261 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
262 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
263 and radon testing may be obtained from your county public health unit.

264 (d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
265 Section 553.996, Florida Statutes.

266 **18. RISK OF LOSS:**

267 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will
268 bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to
269 Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and
270 Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim
271 to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any
272 such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of
273 the Buyer.

274 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
275 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
276 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
277 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
278 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate
279 with and assist Buyer in collecting any such award.

280 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is not
281 assignable is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement
282 to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This
283 Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if
284 assignment is permitted).

285 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.
286 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
287 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
288 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
289 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
290 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
291 construed under Florida law and will not be recorded in any public records.

292 **21. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a
293 licensed real estate Broker other than:

294 (a) **Seller's Broker:** PRIMESOUTH PROPERTIES GAY STEFFEN
295 2573 BARRINGTON CR TALLAHASSEE FL 32308 850-519-2701 GAYSTEFFEN@GMAIL.COM
(Company Name) (Licensee)
(Address, Telephone, Fax, E-mail)

296 who is a single agent is a transaction broker has no brokerage relationship and who will be compensated by
297 Seller Buyer both parties pursuant to a listing agreement other (specify) _____

298
299
300 (b) **Buyer's Broker:** PRIMESOUTH PROPERTIES GAY STEFFEN
301 2573 BARRINGTON CR. TALLAHASSEE FL 32308 850-519-2701 GAYSTEFFEN@GMAIL.COM
(Company Name) (Licensee)
(Address, Telephone Fax, E-mail)

Buyer (E. P.) and Seller () () acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

302 who is a single agent is a transaction broker has no brokerage relationship and who will be compensated by
303 Seller's Broker Seller Buyer both parties pursuant to an MLS offer of compensation other (specify)

304 _____
305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
310 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
314 this Contract):

- | | | |
|---|--|---|
| 315 <input type="checkbox"/> (A) Arbitration | <input type="checkbox"/> (E) Seller Warranty | <input type="checkbox"/> (I) Existing Mortgage |
| 316 <input type="checkbox"/> (B) Section 1031 Exchange | <input type="checkbox"/> (F) Coastal Construction Control Li | <input type="checkbox"/> (J) Buyer's Attorney Approval |
| 317 <input type="checkbox"/> (C) Property Inspection and Repair | <input type="checkbox"/> (G) Flood Area Hazard Zone | <input type="checkbox"/> (K) Seller's Attorney Approval |
| 318 <input type="checkbox"/> (D) Seller Representations | <input type="checkbox"/> (H) Seller Financing | <input type="checkbox"/> Other _____ |

319 **23. ADDITIONAL TERMS:**

320 This is a Cash offer.
321 _____
322 _____
323 _____
324 _____
325 _____
326 _____
327 _____
328 _____
329 _____
330 _____
331 _____
332 _____
333 _____
334 _____
335 _____
336 _____
337 _____
338 _____
339 _____
340 _____
341 _____

342 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
343 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
344 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
345 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
346 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
347 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**

Buyer ce. 10 () () and Seller () () acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

348 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
349 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
350 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
351 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
352 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**
353 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

354 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
355 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
356 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
357 to do so.

358 Eyal Date: 10-8-18
(Signature of Buyer)

359 Go American Advanced Tax ID No.: _____
(Typed or Printed Name of Buyer)

360 Title: Manager Telephone: _____
361 Eyal Date: _____
(Signature of Buyer)

362 _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

363 Title: _____ Telephone: _____

364 Buyer's Address for purpose of notice _____

365 Facsimile: _____ Email: _____

366 _____ Date: _____
(Signature of Seller)

367 _____ Tax ID No.: _____
(Typed or Printed Name of Seller)

368 Title: _____ Telephone: _____

369 _____ Date: _____
(Signature of Seller)

370 _____ Tax ID No.: _____
(Typed or Printed Name of Seller)

371 Title: _____ Telephone: _____

372 Seller's Address for purpose of notice: _____

373 Facsimile: _____ Email: _____

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SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2c

Date of School Board Meeting: 12/3/18

TITLE OF AGENDA ITEM: Cenergistic Contract

DIVISION:

(Example: Secondary Education, Property Records, etc.)

Facilities-Maintenance

NO This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

Cenergistic is an energy conservation company that offers energy management providing net utility savings.

FUND SOURCE: **Self Funding**

AMOUNT:

PREPARED BY: **Bill Hunter**

POSITION: **Director of Facilities**

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNFATUES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

Conservation — A Proposal for Gadsden County Schools

A Message From the Founder



Based on our experience with comparable clients, Cenergistic expects a net savings of more than **\$1,030,000 will be achieved over five years as a result of implementing our solution in **Gadsden County Schools**.**

This significant savings will come directly from your organization's utility bills and will provide you with dollars that can be reserved for programs, personnel, equipment, technology or whatever your needs dictate.

We bear the burden of risk. And we contractually guarantee your organization will save more money than it invests.

Organizations nationwide have benefited from Cenergistic's unique approach to solving some of the most challenging business issues. We invite you to review the enclosed information for a complete review of our program and projected savings for your organization.

We welcome your questions and encourage you to call our clients and inquire about their program results and how we successfully helped them.

A handwritten signature in black ink that reads "William S. Spears". The signature is fluid and cursive.

Dr. William S. Spears
Chairman and Founder

Top 1% 10 Straight Years!



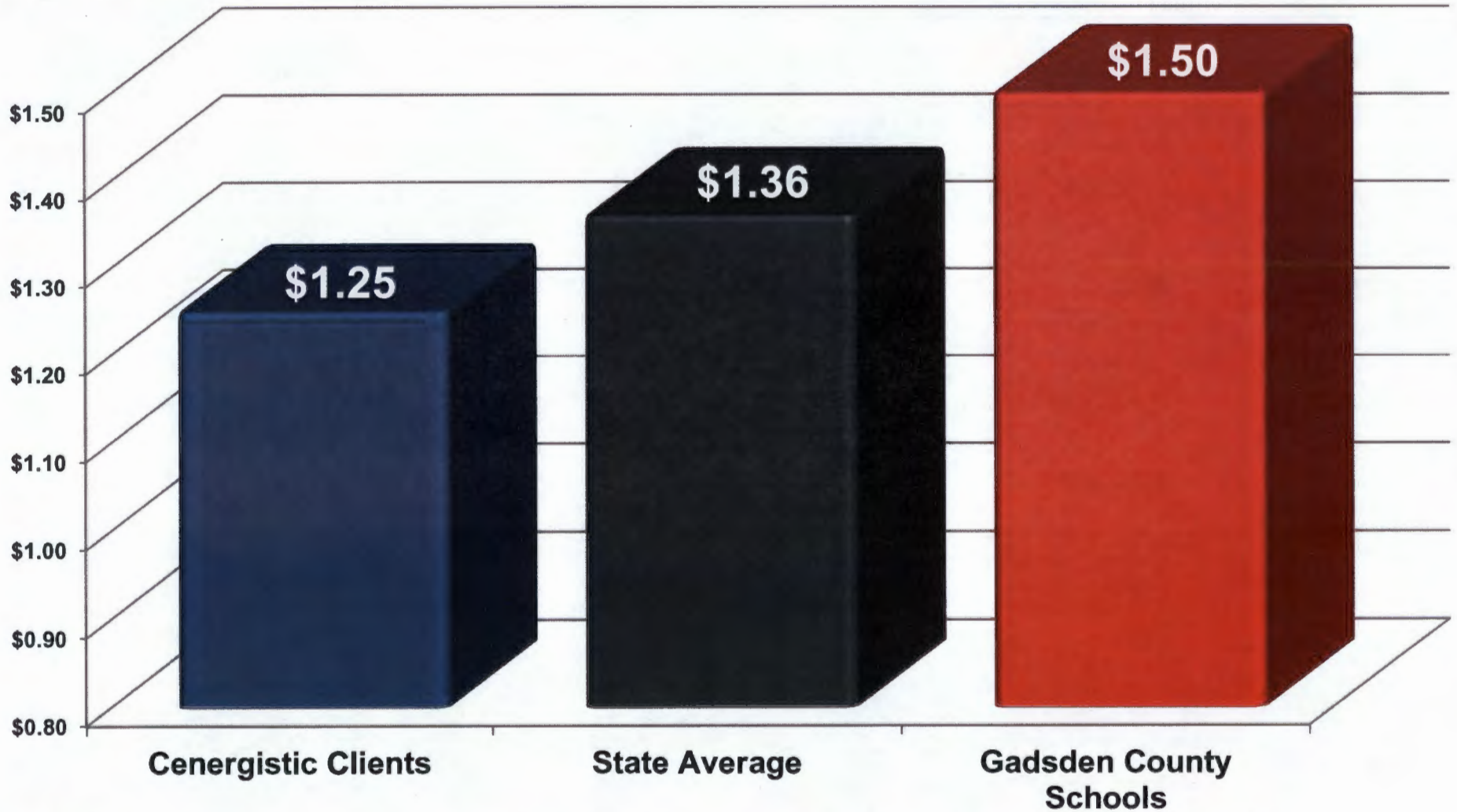
The ENERGY STAR® Partner of the Year – Sustained Excellence is awarded to fewer than 1% of ENERGY STAR Partners each year. For 10 straight years, Cenergistic has earned top ENERGY STAR recognition for promoting energy conservation across the nation. Cenergistic clients have saved more than \$5 billion.

Our Proposed Solution

**Our Approach in
Creating Your
Solution**



Energy Cost Per Square Foot Florida K12



Average Cost Per Square Foot figure: data provided to Cenergistic by similar state or regional organizations since 2011.
Cenergistic Clients figure: data reported since 2011 for current, active clients in the same state or region.

Gadsden County Schools: Projected Net Savings Over 5 Years

~~1,159,200~~
~~\$1,034,200~~

ZERO RISK TO YOU

Savings Breakdown:

Total Projected Gross Savings	\$2,215,000	
EnergyCAP Software License	- \$67,500	<p>Guaranteed by Cenergistic</p>
Energy Specialist employed by your organization*	- \$315,300 190,000	
Cenergistic Fees**	- \$798,000	
Net Savings to Gadsden County Schools	\$1,034,200 1,159,200	Gadsden County Schools keeps 100% of incremental savings.

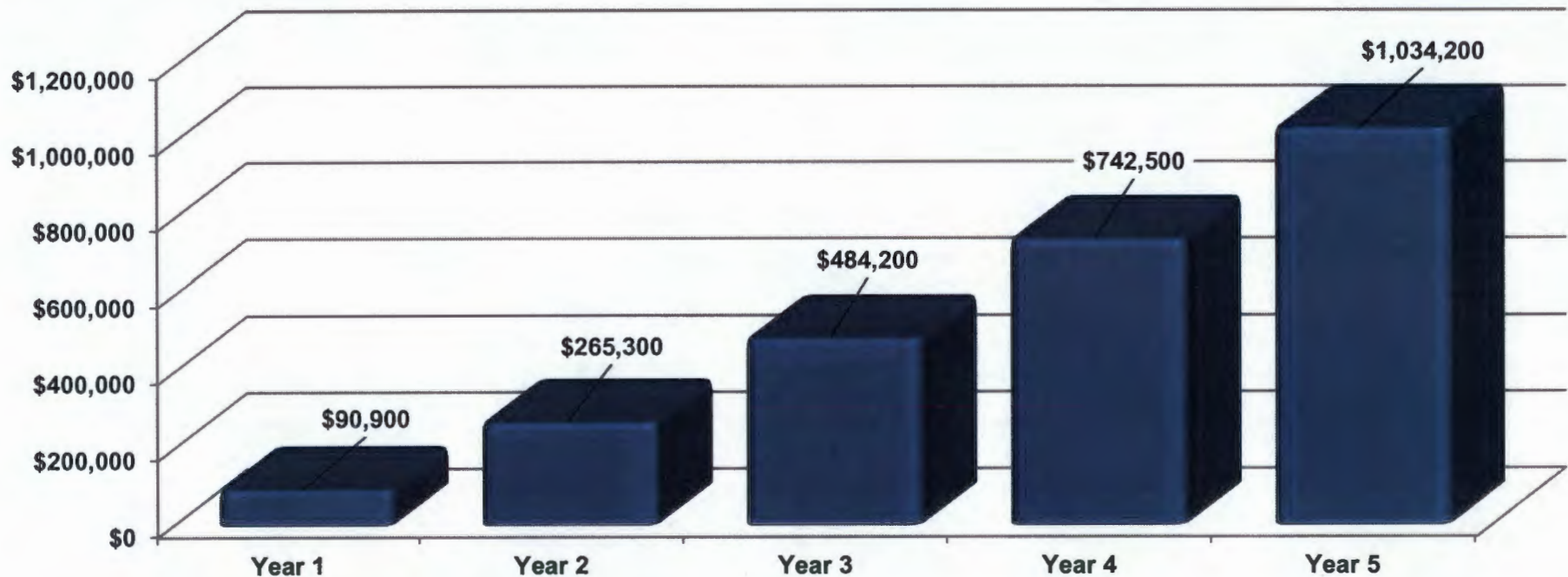
* Client employs Energy Specialist. Recommended Energy Specialist stipend for one part-time position (\$20k - \$25k per year), position requires some night, weekend, holiday work. Final stipend figure will affect net savings.

** Includes remote and onsite support from Cenergistic engineers and energy experts, all travel costs, access to proprietary technology and overhead.

Gadsden County Schools: Projected Net Savings Over 5 Years

\$1,034,200

Projected Cumulative Net Savings for Gadsden County Schools



Your Solution at a Glance

Financial Summary

A Partnership that Builds a Foundation of Sustainability

Projected first-year net savings:	\$90,900
Net Five-Year Savings:	\$1,034,200

\$9,658.33 adv. per month.

Fee Structure & Guarantee

- **Savings are guaranteed** to exceed all investment in the program.
- **No new budgeted funds required.**
- **Fixed monthly fee payment** from existing utility budget.
- This **Specialized Implementation Model** offer enables Cenergistic to **efficiently share and allocate resources** between regional organizations to ensure maximum energy savings at the lowest possible pricing.
- Program implementation is led by a **client-employed part-time Energy Specialist**, supported with on-site energy experts and remote support from Cenergistic EMS, data and technical experts.

Other Benefits

- **Enhanced comfort** — for staff, faculty and students.
- **Culture of conservation** that transforms behavior and habits — in your facilities and at home for years to come.
- **Optimized infrastructure** — with technology consulting resources for Maintenance & Operations staff.

Recap



If your savings don't exceed your investment, we refund the difference



No capital outlay



Budget neutral



Enhanced cash flow — energy savings begin to accumulate quickly

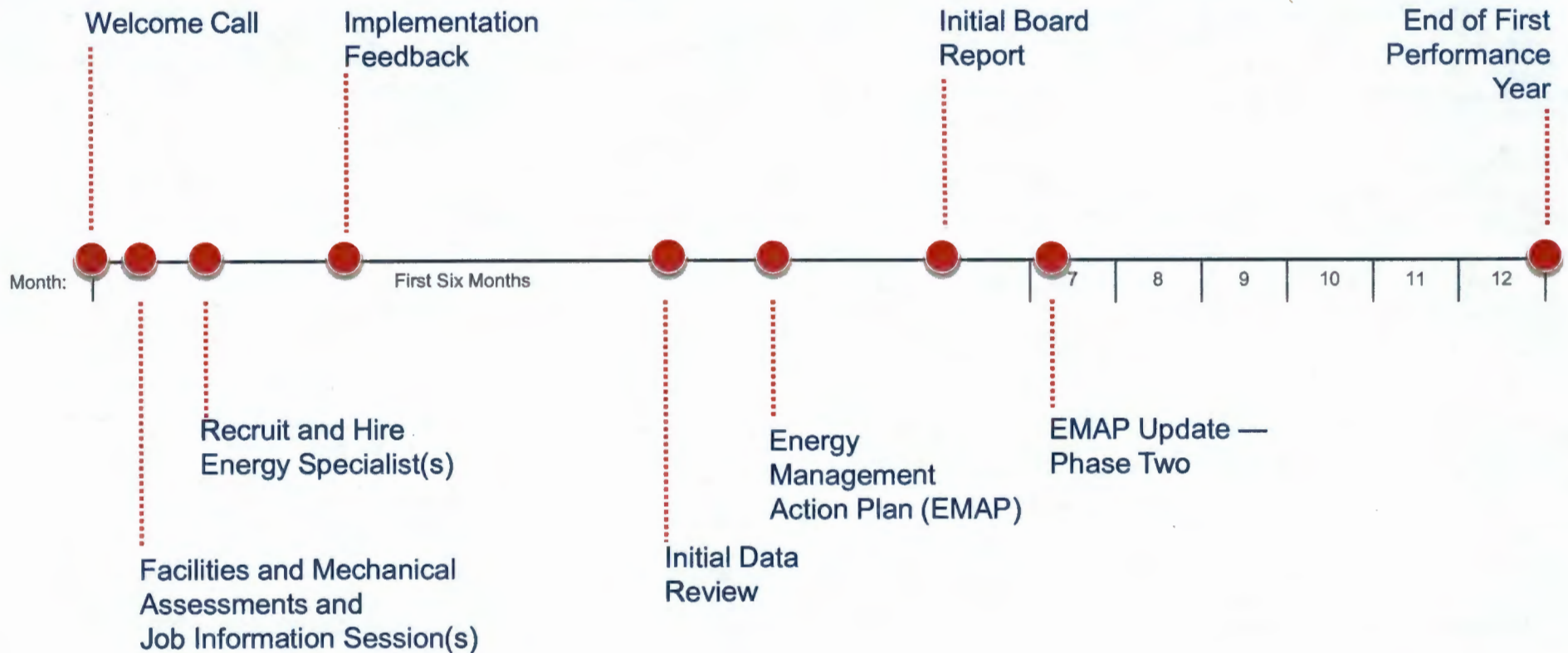


Improved comfort for improved learning experience



We support your energy specialist, facilities, maintenance and operations staff with our expertise

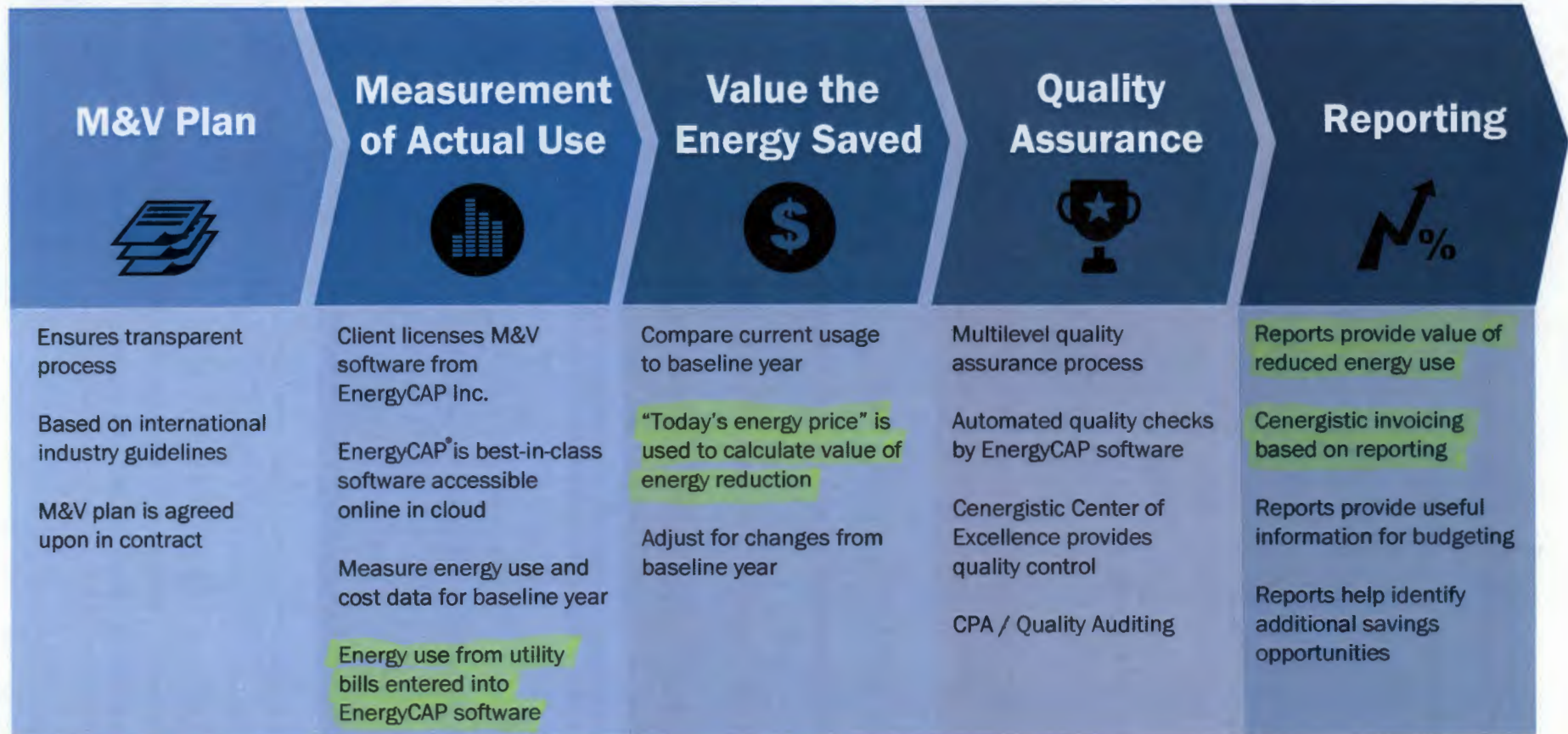
Typical Implementation Timeline



Note: Timing will vary for each client implementation.

Measurement and Verification (M&V) Process

Cenergistic's process to measure and verify your savings is rigorous, transparent and conforms to accepted industry guidelines. The quality checks at every step of the process ensure the accuracy of your savings information.



Wayne C. Turner, Ph.D.
 Regents Professor Emeritus, Oklahoma State University
 Fellow, Association of Energy Engineers (Hall of Fame member)
 Editor-in-Chief, Energy Engineering

"Cenergistic's process of measuring energy savings follows international guidelines that are considered to be best practice. Cenergistic's quality assurance and quality control programs provide the checks and balances needed for a transparent process for its clients."

Cenergistic has an energy conservation process that adheres to accepted industry standards and results in reports of energy savings that reflect the actual experience of its customers."

Cenergistic®

The Energy Conservation Company®

Cenergistic Measurement & Verification (M&V)

We offer our clients an energy conservation management system that will give them more control over their energy use, provide verifiable energy reductions, and allow them to return value to their organizations.

A Proven Approach

Our system is a proven approach that both optimizes clients' current infrastructure and applies organizational-behavior theories to change patterns of unnecessary energy use.

Internationally Accepted, Fully Transparent

We provide each client with a measurement and verification (M&V) plan, which is an internationally accepted, fully transparent process that measures, calculates and reports savings from an energy conservation program with consistent, reliable results that are easy to understand.

MEASUREMENT & VERIFICATION (M&V) PLAN



An internationally accepted, fully transparent process to identify changes in energy use



Provides consistent, accurate, reliable results that separate adjustments for changes in conditions that are independent of the program, including the installation of new equipment



Tracked by EnergyCAP®, the industry leading, best-in-class software



A rigorous audit process and dedicated team of experts

Accurate Measurement of Energy Use

Each client M&V Plan compares the measured energy use before and after Cenergistic's energy conservation program has been implemented. A key focus is to identify changes in energy consumption, separating adjustments for changes in conditions that are independent of the program, including the installation of new equipment.

Industry-Leading

This measured energy data is tracked by EnergyCAP®, the industry leading, best-in-class software independently owned by EnergyCAP, Inc., the only energy analytics software company to receive the U.S. Environmental Protection Agency's ENERGY STAR Partner of the Year Award. The software uses current energy pricing information to calculate a dollar value for the energy saved.

Proven Value

Clients may experience this "value of energy saved" in one or both of the following ways:

- A reduction in utility bills, which will allow funds budgeted for energy costs to be redirected to other important programs; and/or
- An offset to rising energy costs (an increase in utility prices, expansion of facilities or other energy-related events) that will protect funding for important programs.

Rigorous Quality Assurance

Cenergistic has a rigorous audit process to identify issues that could possibly affect data accuracy. The process is supported by a team of engineers, technicians and analysts deployed across the country. Their work is reviewed by Cenergistic's Engineering Center of Excellence and checked by Cenergistic's quality control program. As part of this process, Cenergistic does periodic quality assurance reviews to ensure client M&V plans remain consistent with international guidelines and Cenergistic's standards.

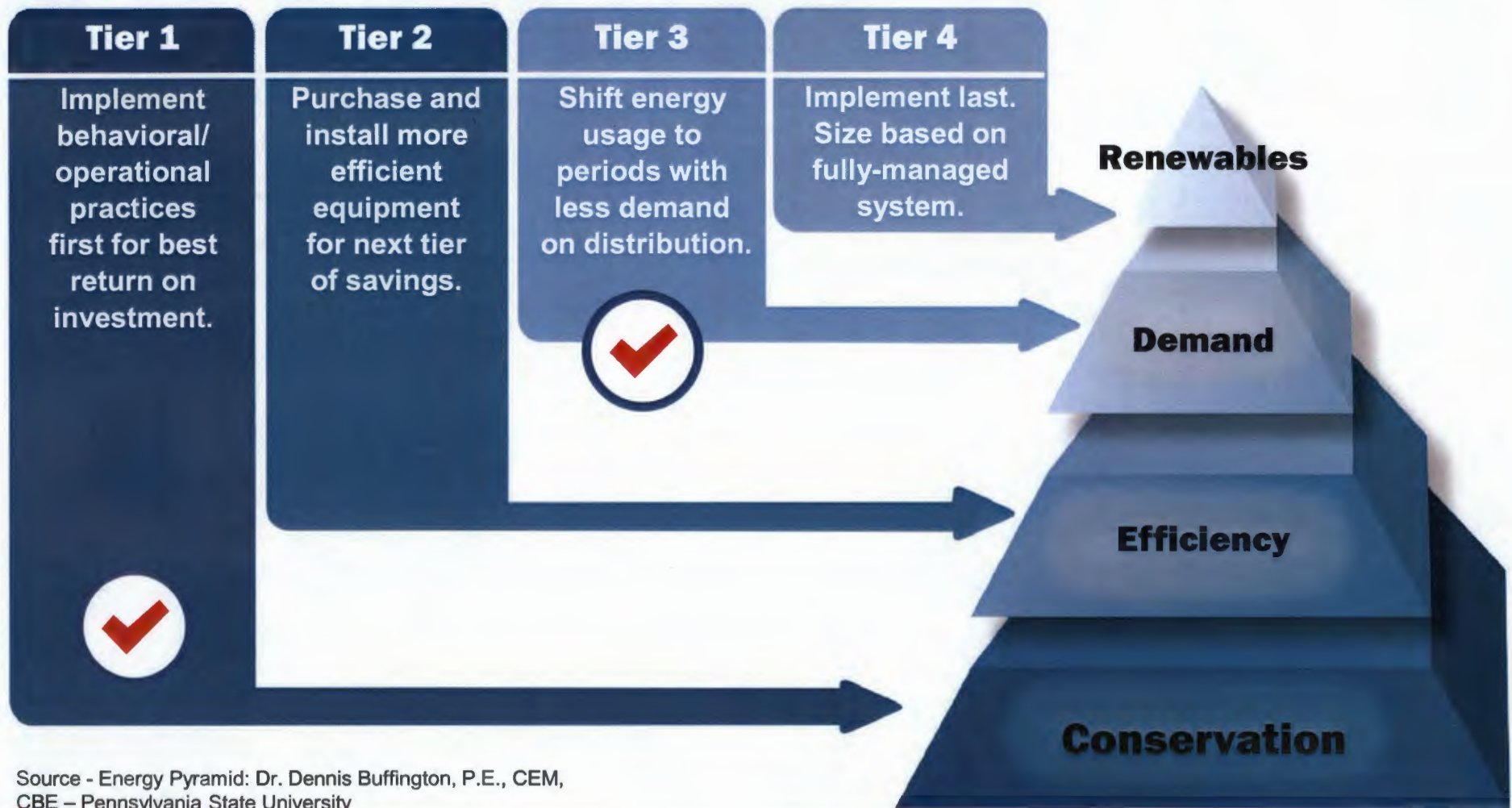
Giving You Greater Control

It all means greater control over energy costs and complex energy trends, verifiable energy reductions, and greater value being returned to organizations.

Cenergistic
The Energy Conservation Company

Energy Pyramid

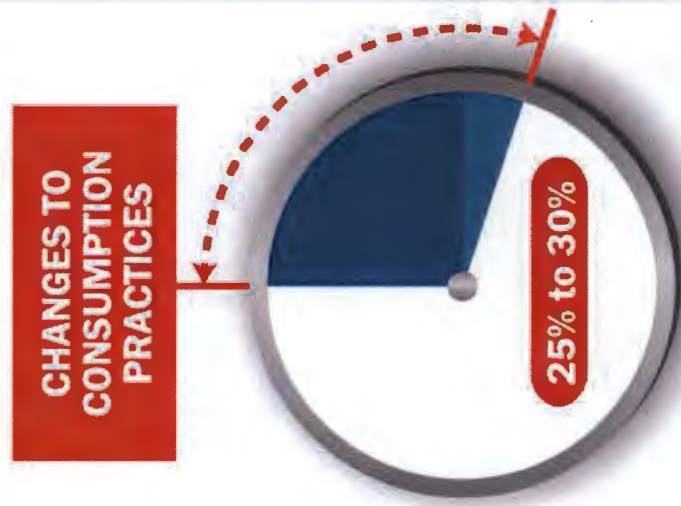
Pyramids are built from the base upwards. For greatest savings and best return on investment, implement your energy management strategy in this sequence.



Source - Energy Pyramid: Dr. Dennis Buffington, P.E., CEM, CBE - Pennsylvania State University

Energy Cost Savings Options

POTENTIAL SAVINGS IMPACT ON ENERGY BILL



Energy Cost Savings Options

SAVING ENERGY = SAVING MONEY

20 – 30% of your utility bill can be retained in your organization

SAVING ENERGY = ENVIRONMENTAL PROTECTION

Improved indoor air quality and temperature control results in a more comfortable working and learning environment

SAVING ENERGY = CONSERVATION

Money generated through utility budget savings can be redirected toward the purchase of more efficient equipment for further savings

SAVING ENERGY = SAVING STAFF AND PROGRAMS

By Wayne C. Turner, Ph.D., CEM • Author of Energy Management Handbook, Eighth Edition, Lilburn, GA: The Fairmont Press, Inc., 2012

Featured Region Clients

Total Regional Savings:
\$745,151,527

CLIENT	PERFORMANCE MONTHS	AMOUNT SAVED	PERCENT SAVED	STATE
Meriwether County Schools	111 months	\$3,350,608	39%	GA
Searcy Public Schools	81 months	\$2,242,403	35%	AR
Mobile County Public Schools	39 months	\$29,873,466	33%	AL
Troup County School System	91 months	\$8,009,246	32%	GA
Hinds Community College	106 months	\$13,501,204	32%	MS
Jones County Junior College	85 months	\$3,748,874	31%	MS
Lee County BOE	124 months	\$4,056,888	31%	GA
Vernon Parish School Board	27 months	\$1,569,817	27%	LA
Fort Payne City Schools	82 months	\$1,459,965	27%	AL
Harrison County School District	69 months	\$3,079,708	21%	MS

Percentages reflect each program's overall average performance. Savings dollars represent program-to-date results.

06/2018

Cenergistic Facts and Figures

June 2018

Since Inception (1986)

32 years

Clients 1,425+

Markets

K-12 School Districts

Health Care

Municipalities

Universities / Community Colleges

Megachurches/Ministries

Local Governments

Total Client-Reported Savings — a 26% average

more than \$5.1 Billion

75% of our clients report 20+% savings after only two years in the program

Served: States

48

Students

more than 23 million

Conservation Specialists providing on-site and remote leadership, training and support 250+

Years combined conservation experience

1,700+

Buildings audited

23,500+

Total Advanced Degrees and Certifications held by Cenergistic Staff Members

130+

Ph.D. or Ed.D., other Doctoral degrees

LEED, Leadership in Energy and Environmental Design

MBA, other Master's Degrees

CBCP, Certified Building Commissioning

CPA, Certified Public Accountant

Professional

PE, Professional Engineer

MCSE / MCSA, and other Microsoft Certifications

CEM, Certified Energy Manager

CIE/CIAQP, Certified Indoor Environmentalist /

CMVP, Certified Measurement and Verification

Indoor Air Quality Professional

Professional

BESA, Building Energy Simulation Analyst

CWEP, Certified Water Efficiency Professional

CLIA, Certified Landscape/Irrigation Professional

DCEP, Data Center Energy Practitioner

CDSM, Certified Demand Side Management

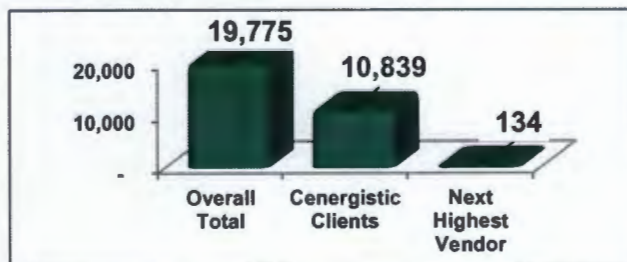
CQE, Certified Quality Engineer

Professional

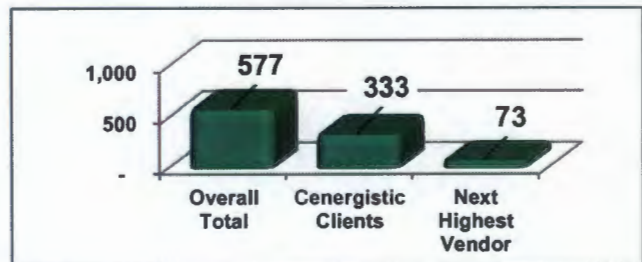
CQA, Certified Quality Auditor

ENERGY STAR® Cenergistic has earned 10 consecutive national ENERGY STAR recognitions, including the ENERGY STAR Partner of the Year – Sustained Excellence Award for 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2018.

K12 ENERGY STAR CERTIFICATIONS



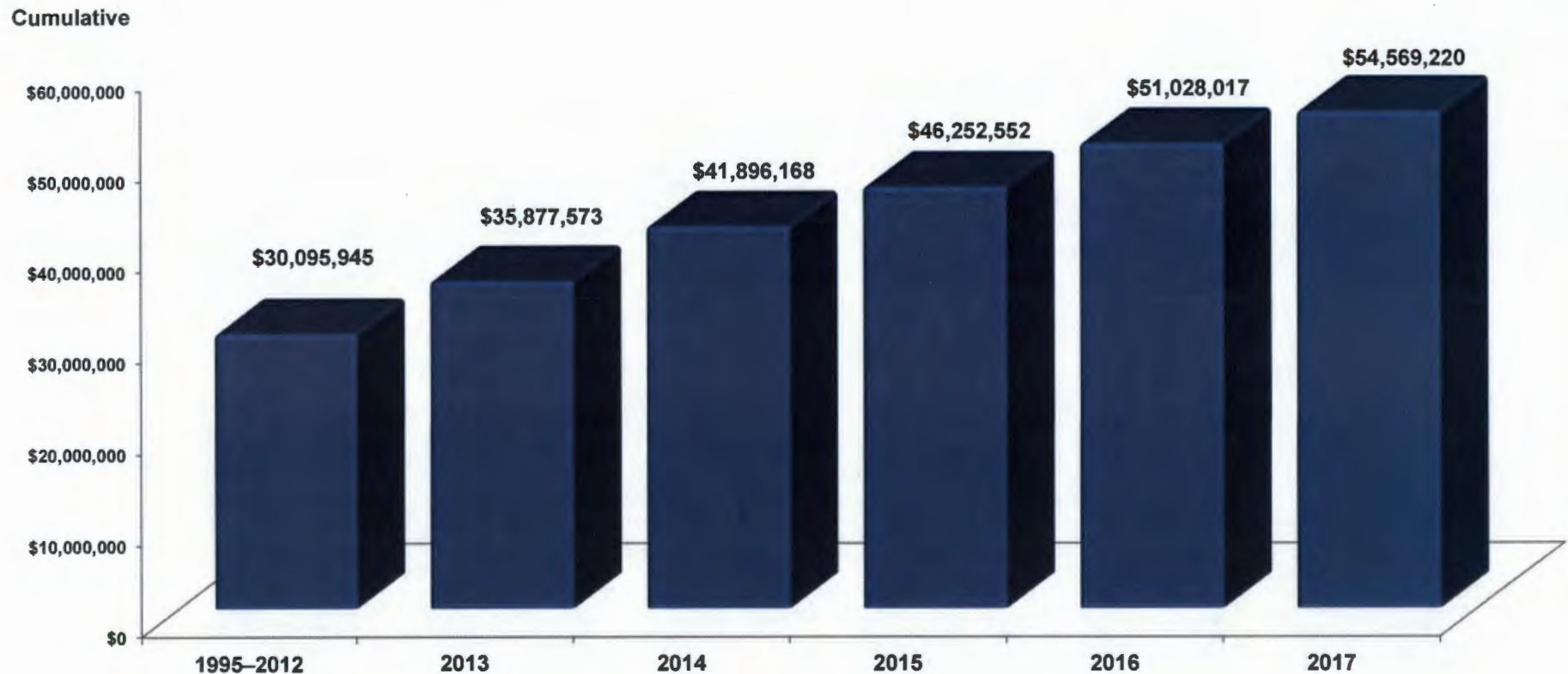
K12 ENERGY STAR LEADER RECOGNITIONS



* Since 2000, the U. S. Environmental Protection Agency has awarded more than 19,950 ENERGY STAR recognitions to deserving K-12 schools and school districts for exceptional energy conservation results — 10,300+ to Cenergistic clients. **ENERGY STAR Leaders have reduced energy consumption for their entire portfolio of buildings by 20% or more. The ONLY 50%, 60% and 70% Leader Awards in the nation were earned by Cenergistic clients.**

Special Savings — More than Conservation

- We regularly help clients find and recover billing credits and refunds through intensive utility bill review
- We ensure each client is on the most advantageous rate schedules
- These savings are in addition to our five-year savings forecast and go straight to the general fund
- Here's what we've helped more than 400 clients recover since 1995:



Cenergistic helps school district save energy, help environment

The Wakulla County School District is benefitting from a five-year partnership with energy conservation company Cenergistic. Using a behavior-focused approach, Cenergistic seeks to save institutions money while also teaching people the benefits of caring for their environment.

“Not only are we using the cost savings to put towards programs for our students,” said Superintendent Bobby Pearce, “we are also being good stewards of the finite amount of energy we have available in this country.”

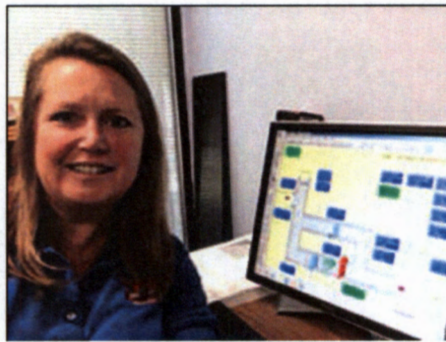
Some of the improvements that have been possible due to utility cost savings include the implementation of the Wakulla High School Welding Program, plus opening up the Welding shop for community classes at night.

In addition, the long-awaited new WHS gym floor will be assured longevity due to better vigilance on keeping the correct temperature in the gym so the floor won’t buckle.

New portables were also purchased to move the Wakulla Institute alternative school from Sopchoppy to a more centralized Crawfordville location.

Since partnering with Cenergistic from July 2012, the energy savings to the Wakulla School District is now at 30.2 percent. This energy reduction impact is equal to 2,047 passenger cars not driven for one year, or 251,916 tree seedlings grown for 10 years.

Cenergistic seeks to empower their clients to reduce their energy and water footprint by 30 percent or more. The average of the current 22,000 facilities served is a 26 percent utility cost savings. Their clients consist of school



Wakulla Schools Energy Specialist Beth Brown works with the Cenergistic system.

districts, colleges and universities, healthcare facilities, and churches in 48 states.

“I’m excited that we have broken the 30 percent mark in so short a time,” said Wakulla’s Energy Specialist Beth Brown. “The key to making this work is the buy-in from our Wakulla School District employees. I love working with the Maintenance Department. The foremen and crews at every school are willing to do whatever it takes to make this work, as

are the teachers and other school personnel.”

Brown, previously a 22-year educator in the Wakulla school system, works diligently to get people on board with energy conservation, including electricity, gas, water and sewer. With her teaching background, she relies on an understanding of human behavior to help people see the benefits for themselves and for generations to come.

A typical day has her monitoring several schools’ energy use. She knows the after-hours and weekend schedules of all schools and can override the thermostat controls and adjust for exterior and interior lighting needs. In fact, she and the Wakulla Information Technology Department work together so she can monitor emails and websites advertising school events.

Partnering with Cenergistic is budget-neutral, meaning there are no upfront costs.

“Conserving our natural resources while creating a better environment for our employees and students has made our partnership with Cenergistic worth keeping,” Pearce said.

School District Saves \$16M in Energy Costs Over Five Years

SARASOTA COUNTY -- Since 2007, when the Sarasota County school district began partnering with a consulting firm that specializes in helping public organizations find ways to reduce energy costs, the district has saved more than \$16 million.

The amount represents the difference between what the district projected it would have spent on utilities compared to what it actually spent. The difference is based on the benchmark school year of 2006-07 and projections of energy costs in subsequent years if energy consumption continued at a similar rate.

The district's partnership with Cenergistic (formerly Energy Education Inc.) resulted in an energy management program that trained district staff to implement behavioral and organizational change that substantially reduced energy consumption without the purchase of new equipment. The consulting firm also helped the district make the most of state-of-the-art energy-saving technologies. The program was funded solely by the savings it generated, allowing the district to reserve much of the energy costs it saved for other priorities.

'The energy management program has been a great success,' said Jon Hampton, one of the school district's two energy managers. 'In 2007, when the program began, our kilowatt-per-hour usage was almost 100 million. By 2011 that usage was reduced by 13 million, to 87 million kilowatts per hour, even though we added three new schools during that period.'

To ensure that energy is being used efficiently at schools and offices, district energy specialists perform energy audits at each site to evaluate consumption and make recommendations for changes that will result in savings.

Energy specialists evaluate the use of heating and air-conditioning equipment, such as chillers, air handlers, exhausts and pumps to determine whether changes in the usage times and frequency could affect the district's power bills. The expensive task of air conditioning 43 schools and a number of district facilities has been made less costly and more efficient by making ice at night during low-demand energy hours, then storing the ice in thermal energy storage tanks. Water is circulated over the ice during the day to create the chilled water needed for air conditioning.

The district's custodial staff also helps identify potential savings and avoid potential loss at each site. Resources are well-maintained to ensure optimum performance. Teachers and staff are coached to make sure lights are out when a room is not in use, windows and doors remain closed while air conditioning is on, and electronic equipment is turned off at night.

While the school district has completed the paid contract term of its program, Cenergistic's service to the district will continue on an as-needed basis to help ensure the program continues to achieve energy savings. The company's consultants will continue to work with the district on conservation techniques and

data analysis as requested, providing ongoing training and support free of charge.

In a report to the School Board, Hampton and Burriss cited these highlights of the school district's energy management program:

- Three district schools recently earned the ENERGY STAR from the U.S. Environmental Protection Agency: Atwater Elementary in North Port, Pine View School and Riverview High. Earning the award means these schools operate in the top 25 percent of schools across the U.S. in responsible energy use.

- The bus garage at the district's Transportation Department now uses energy-saving induction lighting in its service bays.

- Demand-controlled ventilation, a method of ensuring cost-effective air ventilation while maximizing indoor

air quality, has been installed districtwide where appropriate.

- Efficient, cost-saving light-emitting diode lighting has been installed at Gulf Gate Elementary and McIntosh Middle schools.

- The district continuously researches alternative energy technologies, such as solar and wind. Solar-panel arrays are in place at Atwater Elementary, Bay Haven School of Basics Plus and Pine View, and as the initial cost of implementing this cost-saving technology continues to decrease, the district hopes to add more solar arrays.

- In addition to the energy savings of operating new technologies, the district has received more than \$2.2 million in rebates for investments in these technologies from FPL since 2007.

Cenergistic®

The Energy Conservation Company®

Client Success Stories

Sustaining a Culture of Conservation

Loudoun County Public Schools, VA



NUMBER OF STUDENTS

73,400

PROGRAM START

1993

SQUARE FOOTAGE

10,979,809

TOTAL REPORTED SAVINGS

\$83,683,438

AVG REPORTED SAVINGS

29%



"We've taken dollars that we used to spend on utility bills and channeled them to the classroom. But this program has become so much more than that. It's about teaching kids the habits they can form in life that will make the world a better place for them."

Dr. Edgar B. Hatrick III
Superintendent (Retired), Loudoun County Public Schools, VA
Past President, American Association of School Administrators

Client Success Stories



Coach Wins with Energy Conservation Program

Cherokee County Schools
Centre, Alabama

Strong leadership support and a dynamic energy specialist are primary ingredients for a successful energy program. When a long-time and well-regarded coach became the Cenergistic Energy Specialist for Cherokee County Schools, the community took note. His leadership skills, combined with top-down support, encouraged Cherokee Cs faculty and staff members to make behavioral changes that are saving significant dollars for education.

NUMBER OF STUDENTS

4,100

PROGRAM START

2015

SQUARE FOOTAGE

753,949

TOTAL REPORTED SAVINGS

\$1,206,164

AVG REPORTED SAVINGS

32%

NUMBER OF PERFORMANCE MONTHS

31

KBTU USE PER SQUARE FOOT (EUI):
BASELINE YEAR

44.66

KBTU USE PER SQUARE FOOT (EUI):
LAST PERFORMANCE YEAR

22.71

Client Success Stories



Creating a Culture of Energy Savings

Fort Payne City Schools
Fort Payne, Alabama

Since implementing the Cenergistic energy management program Fort Payne City Schools has cut expected energy costs by more than a fourth. Program savings have enabled the district to retain program and personnel over the years, and change its culture from one of unintentional energy waste to intentional energy savings. This new culture will benefit Fort Payne CS students and schools for years to come. Four district buildings have earned ENERGY STAR® Certification, adding third-party validation of the program's success.

NUMBER OF STUDENTS

3,000

PROGRAM START

2011

SQUARE FOOTAGE

478,733

TOTAL REPORTED SAVINGS

\$1,232,655

AVG REPORTED SAVINGS

27%

NUMBER OF PERFORMANCE MONTHS

71

KBTU USE PER SQUARE FOOT (EUI):
BASELINE YEAR

64.74

KBTU USE PER SQUARE FOOT (EUI):
LAST PERFORMANCE YEAR

43.66

Cenergistic

The Energy Conservation Company

Client Success Stories



Mobile County PUBLIC SCHOOLS

A System that Works, Saves

Mobile County Schools
Mobile, Alabama

It's not always easy for an outside company to be accepted into a large school system with a well-run maintenance department, but Mobile County Schools embraced Cenergistic engineers and experts. One school official wrote recently: "We have experienced a positive relationship with Cenergistic ... You have proven that the system works and have put together a cohesive team for Mobile County Schools. ... The current Cenergistic team has developed a relationship with their schools that simply works."

Cenergistic's energy program is collaborative, working to make your organization the best it can be.

NUMBER OF STUDENTS

58,000

PROGRAM START

2015

SQUARE FOOTAGE

8,905,495

TOTAL REPORTED SAVINGS

\$25,509,927

AVG REPORTED SAVINGS

33%

NUMBER OF PERFORMANCE MONTHS

33

KBTU USE PER SQUARE FOOT (EUI):
BASELINE YEAR

108.25

KBTU USE PER SQUARE FOOT (EUI):
LAST PERFORMANCE YEAR

65.18

Client Success Stories



Sustaining Savings

Charlotte County Public Schools
Port Charlotte, Florida

In the decade since Charlotte County Public Schools partnered with Cenergistic, the district's facility manager has become one of the program's biggest supporters. He admits he was initially skeptical that the program could succeed, much less excel and last 10 years. Cenergistic engineers and experts worked closely with him to gain his confidence before making changes. Today, he says Cenergistic honors its commitments and delivers on its promises.

The U.S. Department of Energy has noticed the program as well: 17 schools have earned 37 ENERGY STAR Certification for efficient operation.

NUMBER OF STUDENTS

17,160

PROGRAM START

2007

SQUARE FOOTAGE

2,939,845

TOTAL REPORTED SAVINGS

\$17,351,159

AVG REPORTED SAVINGS

30%

NUMBER OF PERFORMANCE MONTHS

122

KBTU USE PER SQUARE FOOT (EUI):
BASELINE YEAR

64.81

KBTU USE PER SQUARE FOOT (EUI):
LAST PERFORMANCE YEAR

41.99

Client Success Stories



Using Data for Wise Decisions

Nassau County School District
Fernandina Beach, Florida

Nassau County School District had already added efficient equipment and felt the district had "a pretty ambitious energy program already in place" when Cenergistic approached the district.

At first very skeptical, Director of Facilities Kevin Burnette did his research, learned more about Cenergistic and agreed a partnership could offer improvement. He says the focus on conservation an Energy Specialist brings delivers real savings and improvement in operations. Having energy use data for each building helps the make wise decisions that save energy, improve comfort and reserve valuable budget dollars for education.

NUMBER OF STUDENTS

11,098

PROGRAM START

2014

SQUARE FOOTAGE

1,711,252

TOTAL REPORTED SAVINGS

\$2,532,326

AVG REPORTED SAVINGS

23%

NUMBER OF PERFORMANCE MONTHS

40

KBTU USE PER SQUARE FOOT (EUI):
BASELINE YEAR

49.47

KBTU USE PER SQUARE FOOT (EUI):
LAST PERFORMANCE YEAR

36.88

Cenergistic®

The Energy Conservation Company®

Client Success Stories



Citing Stewardship to Pass Referendum

Sarasota County Schools
Sarasota, Florida

When Sarasota County Schools partnered with Cenergistic, the district intended to save funds and improve the learning environment. Administrators quickly learned that the program also delivers a tangible demonstration of the district's good stewardship of financial and natural resources. During a large school referendum, the local newspaper ran an editorial in support of the district, citing what was then \$20 million saved through conservation efforts.

The district has also enjoyed national recognition: five schools and an office building have earned the ENERGY STAR.

NUMBER OF STUDENTS

41,912

PROGRAM START

2008

SQUARE FOOTAGE

10,611,675

TOTAL REPORTED SAVINGS

\$30,096,186

AVG REPORTED SAVINGS

26%

NUMBER OF PERFORMANCE MONTHS

114

KBTU USE PER SQUARE FOOT (EUI):
BASELINE YEAR

53.82

KBTU USE PER SQUARE FOOT (EUI):
LAST PERFORMANCE YEAR

33.63

Client Success Stories



St. Johns County School District

Saving Energy to Meet Mandates

St. Johns County School District
St. Augustine, Florida

In today's economic climate, school administrators are expected to provide more services in smaller classes with less money. Unfunded mandates have put more pressure than ever on tight budgets. By cutting the district's second-largest budget line item almost in half, St. Johns County Schools district was able to provide teachers and support staff with experience compensation. The St. Augustine Record editorial board took notice, and praised the district's efforts. The U.S. Environmental Protection Agency's ENERGY STAR Program recognizes the district's efforts: 35 schools have earned an outstanding total of ENERGY STAR Certifications.

NUMBER OF STUDENTS

35,000

PROGRAM START

2009

SQUARE FOOTAGE

5,080,108

TOTAL REPORTED SAVINGS

\$32,907,548

AVG REPORTED SAVINGS

47%

NUMBER OF PERFORMANCE MONTHS

76

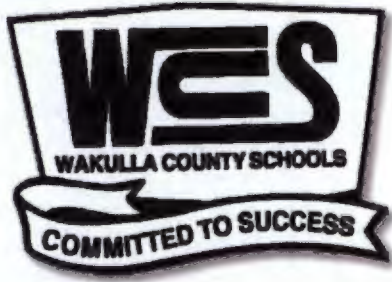
KBTU USE PER SQUARE FOOT (EUI):
BASELINE YEAR

61.54

KBTU USE PER SQUARE FOOT (EUI):
LAST PERFORMANCE YEAR

29.78

Client Success Stories



Optimizing Operations On-Site

Wakulla County School District
Crawfordville, Florida

There's no substitute for on-site eyes and ears. Wakulla schools' newer middle school had ongoing humidity issues. The Energy Management System indicated that units were turning off each night. But Energy Specialist audits proved that despite scheduling setbacks and controls, the units were actually running 24/7, bringing in outside air/humidity. Fixing the issue delivered 40% savings and solved the humidity problems. Optimizing system performance improves the educational environment and protects buildings while cutting expected energy costs.

NUMBER OF STUDENTS

5,000

PROGRAM START

2012

SQUARE FOOTAGE

947,184

TOTAL REPORTED SAVINGS

\$3,018,407

AVG REPORTED SAVINGS

31%

NUMBER OF PERFORMANCE MONTHS

69

KBTU USE PER SQUARE FOOT (EUI):
BASELINE YEAR

47.14

KBTU USE PER SQUARE FOOT (EUI):
LAST PERFORMANCE YEAR

33.05

Client Success Stories



Collaboration and Communications

Walton County School District
DeFuniak Springs, Florida

Walton district officials say the Cenergistic program has helped close the communication gap between the facilities department, maintenance and school community. They work collaboratively to improve sites for everyone. Regular meetings with plant management staff members provides training and improves communications, while setting out clear plans for conservation.

Focusing on system optimization adds to savings: Two schools had fixed dampers. Discovery and repair solved humidity level issues and improved space comfort. District records show fewer HVAC equipment compressors are being purchased, savings thousands of dollars annually.

Energy savings help retain jobs and fund student learning.

NUMBER OF STUDENTS

7,363

PROGRAM START

2011

SQUARE FOOTAGE

1,672,452

TOTAL REPORTED SAVINGS

\$6,555,886

AVG REPORTED SAVINGS

34%

NUMBER OF PERFORMANCE MONTHS

73

KBTU USE PER SQUARE FOOT (EUI):
BASELINE YEAR

51.46

KBTU USE PER SQUARE FOOT (EUI):
LAST PERFORMANCE YEAR

35.48

Cenergistic

The Energy Conservation Company

Client Success Stories



Long Term Energy Program Equals Big Savings

Meriwether County Schools
Greenville, Georgia

When Meriwether County Schools needed to save energy costs, the district turned to Cenergistic. Many years and several million in savings later, district leaders are satisfied they made the right decision. Their confidence in the savings figures is bolstered because their Energy Specialist tracks data to measure and verify the program's results. She also analyzes energy use to identify opportunities for savings and audits utility bills. Meriwether County Schools has built a solid energy conservation program that will continue to deliver savings for decades

NUMBER OF STUDENTS

3,500

PROGRAM START

2008

SQUARE FOOTAGE

621,367

TOTAL REPORTED SAVINGS

\$3,350,608

AVG REPORTED SAVINGS

38%

NUMBER OF PERFORMANCE MONTHS

111

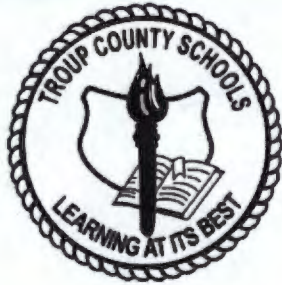
KBTU USE PER SQUARE FOOT (EUI):
BASELINE YEAR

47.79

KBTU USE PER SQUARE FOOT (EUI):
LAST PERFORMANCE YEAR

33.09

Client Success Stories



A Conservation Marathon

Troup County School System
LaGrange, Georgia

Troup County School System's program got a great start and has kept up the pace. Cenergistic reminds its clients that a successful program is a marathon rather than a sprint. Troup County School Systems is proof: While implementing a sustained energy conservation program with Cenergistic, the district has saved millions in expected energy costs, and is well on its way to exceeding its original goal of saving \$9 million in the first 10 years

NUMBER OF STUDENTS

12,500

PROGRAM START

2010

SQUARE FOOTAGE

2,419,404

TOTAL REPORTED SAVINGS

\$8,009,246

AVG REPORTED SAVINGS

32%

NUMBER OF PERFORMANCE MONTHS

91

KBTU USE PER SQUARE FOOT (EUI):
BASELINE YEAR

36.58

KBTU USE PER SQUARE FOOT (EUI):
LAST PERFORMANCE YEAR

30.77

Client Success Stories

Vernon Parish Schools

Protecting Buildings While Saving Energy

Vernon Parish School Board
Leesville, Louisiana

Its geographical location requires Vernon Parish school facility personnel to carefully optimize equipment and control systems to ensure comfort for students and staff while protecting buildings from issues caused by high humidity. Very early in the program, Cenergistic engineers and experts taught the district how to monitor systems and plan ahead to control humidity while keeping students and staff members comfortable during class time and scheduled activities.

NUMBER OF STUDENTS

9,700

PROGRAM START

2016

SQUARE FOOTAGE

1,532,581

TOTAL REPORTED SAVINGS

\$1,569,817

AVG REPORTED SAVINGS

27%

NUMBER OF PERFORMANCE MONTHS

27

KBTU USE PER SQUARE FOOT (EUI):
BASELINE YEAR

50.66

KBTU USE PER SQUARE FOOT (EUI):
LAST PERFORMANCE YEAR

37.16

Client Success Stories



Savings Without Large Capital Investment

Harrison County School System
Gulfport, Mississippi

In 2012 Harrison County School System implemented an energy conservation program with Cenergistic to broaden its scope in energy reduction. The district realized Cenergistic brought expertise in four crucial areas for sustainable energy conservation: behavior modification, technology tools, systems management and utility rate analysis. These areas provided the greatest opportunity to systematically make changes in energy consumption without the need for a major capital outlay

NUMBER OF STUDENTS

13,400

PROGRAM START

2012

SQUARE FOOTAGE

1,972,909

TOTAL REPORTED SAVINGS

\$2,673,198

AVG REPORTED SAVINGS

22%

NUMBER OF PERFORMANCE MONTHS

60

KBTU USE PER SQUARE FOOT (EUI):
BASELINE YEAR

38.38

KBTU USE PER SQUARE FOOT (EUI):
LAST PERFORMANCE YEAR

31.22

Key References

We encourage you to contact any of our clients, particularly those in your area. They are best qualified to describe the experience of working with us and the benefits of implementing a Cenergistic energy management program. If the contact has designated a preferred contact method, it will be designated with an asterisk (*).

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Dr. Michael Kemp, Assistant Superintendent for Information and Technology

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