

AGENDA

SPECIAL SCHOOL BOARD MEETING

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

October 15, 2019

5:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. PERSONNEL MATTERS - **SEE PAGE #2**
 - a. Employee Suspensions
ACTION REQUESTED: The Superintendent recommends approval.
3. AGREEMENTS/PROJECT/GRANT APPLICATIONS
 - a. Amended Contracts for DESF - **SEE PAGE #3**
Fund Source: Federal Projects (SERV) and General Fund
Amount: \$113,631.20
ACTION REQUESTED: The Superintendent recommends approval.
 - b. Sale of St. John Elementary School Property – **SEE PAGE #8**
4. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
5. SCHOOL BOARD REQUESTS AND CONCERNS
6. ADJOURNMENT

THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd
Quincy, Florida 32351
Main: (850) 627-9651 or Fax: (850) 627-2760
www.gcps.k12.fl.us

Roger P. Milton
Superintendent
miltonr@gcpsmail.com



"Putting Children First"

October 15, 2019

The School Board of
Gadsden County, Florida
Quincy, Florida 32351

Dear School Board Members:

I am recommending that the attached list of personnel actions be approved, as indicated

Suspension: Employee #0201-102019-1 is being recommended for suspension without pay on October 16, 2019 until such time as the investigation is complete.

Suspension: Employee #0211-102019-2 is being recommended for suspension without pay on October 8, 2019 until such time as the investigation is complete.

Suspension: Employee #9003-102019-3 is being recommended for suspension from bus without pay on October 7, 2019 until such time as the investigation is complete.

Sincerely,

Roger P. Milton
Superintendent of Schools

Audrey Lewis
DISTRICT NO. 1
Havana, FL 32333
Midway, FL 32343

Steve Scott
DISTRICT NO. 2
Quincy, FL 32351
Havana, FL 32333

Leroy McMillan
DISTRICT NO. 3
Chattahoochee, FL 323324
Greensboro, FL 32330

Charlie D. Frost
DISTRICT NO. 4
Gretna, FL 32332
Quincy, FL 32352

Tyrone D. Smith
DISTRICT NO. 5
Quincy, FL 32351

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 3a

DATE OF SCHOOL BOARD MEETING: October 15, 2019

TITLE OF AGENDA ITEMS: Amended Contracts for DESF

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: Board approval is requested for the amended Letter Purchase Orders for services to be provided by DES of Florida, LLC.

FUND SOURCE: Federal Projects (SERV) and General Fund

AMOUNT: \$113,631.20

PREPARED BY: Bonnie Wood

POSITION: Finance Director



DES of Florida, LLC

LETTER PURCHASE ORDER

This Letter Purchase Order (LPO) for services to be provided by DES of Florida, LLC (DESF/Seller) to Gadsden County School Board (GCSB/Buyer) is issued pursuant to the above-referenced General or Master Agreement between the Panhandle Area Educational Consortium and DESF. Buyer hereby authorizes Seller to perform the following described services:

1. **Scope of Work:** Social Emotional Learning Specialist
2. **Seller Contact:** Roy F. DeCastro, Managing Partner
DES of Florida, LLC
P.O. Box 13935
Tallahassee, FL 32317-3935
P: 850/893-1315 * F: 888/219-7972 * Email: rdecastro@desfsolutions.com
3. **Buyer Contact:** Bonnie Wood, Director of Finance
Gadsden County School Board
35 Martin Luther King Jr. Blvd.
Quincy, FL 32351
P: 850/627-9651 * Email: woodb@gcpsmail.com
4. **LPO Term:** September 1, 2019 – June 30, 2020. This LPO may be terminated without cause by Buyer upon 30 days' written notice to Seller. Buyer shall be required to pay Seller for services rendered to the effective date of termination. During the term of this LPO, Buyer may terminate or discontinue the items covered in this LPO for lack of appropriated funds.
5. **LPO Cost:** The total cost of this LPO, excluding expenses, shall not exceed \$67,117.40. Invoices will be billed at a rate of \$6,711.74 per billable month. Without exception, the fees listed in this LPO shall be in effect throughout the term of this LPO. Any additional compensation Buyer may elect to pay Seller beyond the terms specified in this LPO shall be preapproved, in writing, by Buyer to Seller and will be billed at the same markup percentage used to determine the total cost of this LPO. No overtime will be required with this LPO. All expenses, including travel, will be reasonable, verifiable and documented and must be pre-approved by Buyer. Included in the total cost is Paid Time Off (PTO), as follows:
 - Paid Holidays to match Buyer's holiday schedule;
 - Vacation and Sick/Personal hours/days will follow Buyer's policy; and
 - Any unused PTO at the completion of this LPO will be considered "used, paid and all obligations fulfilled."
6. **Invoicing:** Invoices detailing the fees and expenses, including a reference to this LPO number, shall be submitted to the Buyer monthly. The normal terms of payment will be "Net 30 Days" from receipt of Seller's invoice.

PRIVATE/PROPRIETARY: MUST BE STORED IN LOCKED FILE WHEN NOT IN USE.

Contains Private and/or Proprietary Information. May not be used or disclosed outside DES of Florida, LLC except pursuant to written agreement.

- 7. **Deliverables:** Deliverables shall be those items described in Item 1 of this LPO and shall be further defined on an ongoing basis throughout the term of this LPO. In addition, deliverables shall be due as requested by the Buyer or Buyer-designated representatives associated with the Scope of Work referenced by this LPO.

- 8. **Public Records:** Seller specifically acknowledges its obligation to comply with State of Florida public records laws that require Seller to keep and maintain public records that Buyer would ordinarily and necessarily require in order to perform the services under this LPO; provide public access to such records on the same terms and conditions that Buyer would provide such public records, at a cost that does not exceed that provided by law; ensure that public records that are exempt, or confidential and exempt, from public records are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if Seller does not transfer the records to Buyer; comply with all requirements for retaining public records and transfer, at no cost to Buyer, all public records in Seller's possession upon termination of this LPO; and destroy any duplicate public records which are exempt, or confidential and exempt, from public records disclosure requirements in accordance with §119.0701, Fla. Stats. (2015). If Seller keeps and maintains public records upon completion of the LPO, Seller shall meet all applicable requirements for retaining public records. All records stored electronically will be provided to Buyer, upon request, in a format that is compatible with the information technology systems of Buyer.

IF SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LPO, SELLER SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Gadsden County Public Schools, Attn: Jane Butler, 35 Martin Luther King Jr. Boulevard, Quincy, Florida 32351, Phone: 850/627-9651, Email: butlerj@gcpsmail.com.

BUYER: Gadsden County School Board

By: _____
Authorized Signature

Name: **Roger P. Milton**
Title: Superintendent

Date: _____

By: _____
(Authorized Signature)

Name: **Steve Scott**
Title: Chairman

Date: _____

SELLER: DES of Florida, LLC

By:  _____
Authorized Signature

Name: **Roy F. DeCastro**
Title: Managing Partner

Date: 9/18/2019

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Contains Private and/or Proprietary Information. May not be used or disclosed outside DES of Florida, LLC except pursuant to written agreement.



FIRST AMENDMENT TO LETTER PURCHASE ORDER

THIS AMENDMENT TO LETTER PURCHASE ORDER NO. 2019-FL55-ATAY ("Amendment") is made as of July 30, 2019, by and between the Gadsden County School Board through the Panhandle Area Educational Consortium (GCSB/PAEC), having its principal address at 35 Martin Luther King Jr. Blvd., Quincy, Florida 32351 and DES of Florida, LLC, a Florida limited liability company (DESF), having its principal address at 3023 N. Shannon Lakes Drive, Suite 102, Tallahassee, Florida, 32309.

WHEREAS, GCSB/PAEC and DESF entered into a Letter Purchase Order dated July 9, 2019 (the "Original LPO") for consulting services as more particularly described in the Original LPO; and

WHEREAS, GCSB/PAEC and DESF desire to amend the Original LPO as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is also hereby acknowledged, the parties hereto, intending to be fully and legally bound, hereby agree as follows:

1. **Defined Terms.** All capitalized terms used herein shall have the meanings set forth in the Original LPO unless otherwise provided herein.
2. **LPO Cost:** The total cost of the Original LPO, excluding expenses, shall be modified to not exceed \$46,513.80. Invoices will be billed at a rate of \$4,651.38 per billable month.
3. **Effect of Amendment.** Except as expressly amended hereby, the Original LPO is hereby ratified and affirmed by GCSB/PAEC and DESF and shall remain in full force and effect in accordance with all the terms set forth therein. In the event of any conflict between the terms of the Original LPO and the terms of this Amendment, the terms of this Amendment shall control.
4. **Multiple Counterparts.** This Amendment may be executed in as many counterparts as may be deemed necessary and convenient. If so executed, each of such counterparts shall be deemed an original for all purposes and all such counterparts shall collectively constitute one Amendment.
5. **Facsimile/Email Transmission.** This Amendment may be transmitted between the parties by facsimile or email. The parties intend that faxed or emailed signatures constitute original signatures and that a facsimile- or email-transmitted Amendment containing signatures (original, faxed or emailed) of the parties is binding on the parties.
6. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have set their signatures below as of the day and year written above.

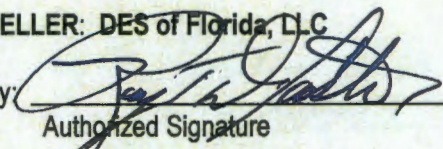
BUYER: Gadsden County School Board

By: _____
Authorized Signature

Name: **Roger P. Milton**
Title: Superintendent

Date: _____

SELLER: DES of Florida, LLC

By: 
Authorized Signature

Name: **Roy F. DeCastro**
Title: Managing Partner

Date: 9/18/2019

By: _____
(Authorized Signature)

Name: **Steve Scott**
Title: Chairman

Date: _____

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 3b

DATE OF SCHOOL BOARD MEETING: October 15, 2019

TITLE OF AGENDA ITEM: Sale of 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 St. John Elementary School Property to True Wisdom New Hope.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Roger P. Milton

POSITION: Superintendent

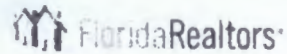
INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 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: True Wisdom New Hope Min ("Buyer")
2 agrees to buy and Gadsden County School Board ("Seller")

3 agrees to sell the property at:
4 Street Address: 4463 Bainbridge Highway, Quincy FL

5 _____
6 Legal Description: 2-14-3N-4W-0000-00242-0100 (See attachment "A" for Legal)

7 _____
8 and the following Personal Property: _____
9 _____

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

11 2. PURCHASE PRICE: \$ 100,000.00
12 (a) Deposit held in escrow by: AUSLEY McMULLEN P.A. \$ 10,000.00
13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: 123 Calhoun Street Phone: 850-425-5476

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

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 \$ _____

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. \$ 90,000.00

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 25, 2019, 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 October 25, 2019. 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 December 10, 2019 (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 8 Pages.

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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 NA%, 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) _____

77 _____
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 7 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  and Seller (_____) _____ acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

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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 7 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 \$ _____ (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 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

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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

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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  _____ Seller _____

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17. DISCLOSURES:

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

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

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

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

18. RISK OF LOSS:

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

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

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

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

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

(a) **Seller's Broker:** Coldwell Banker Hartung and Noblin Gay Steffen
(Company Name) (Licensee)
3303 Thomasville Hwy Tallahassee FL 323 SL523778
(Address, Telephone, Fax, E-mail)

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

(b) **Buyer's Broker:** Coldwell Banker Hartung and Noblin Gay Steffen
(Company Name) (Licensee)
3303 Thomasville Hwy Tallahassee FL 323 SL523778
(Address, Telephone, Fax, E-mail)

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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 L | <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:**

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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**

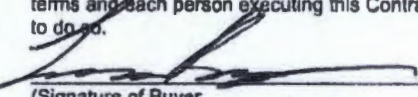
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348 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
349 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
350 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION 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  Date: 10/03/19
(Signature of Buyer)

358 Lorenza Rutledge (True Wisdom New Hope) Tax ID No.: 30-0127636
(Typed or Printed Name of Buyer)

360 Title: _____ Telephone: _____

361 _____ 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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Contract 063825-000156-9965449

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