



Conditional Use – No New Construction

Property address or Location _____

Parcel ID #(s) _____

Project description _____

Property Owner(s)

Street Address _____

City _____ State _____ Zip _____

Phone Number _____

Email Address _____

Applicant/Representative, Title, Company

Street Address _____

City _____ State _____ Zip _____

Phone Number _____

Email Address _____

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.

 Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is personally known to me or has produced _____ as identification.

 Signature of Notary

(seal)

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date _____

Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____

Intake Date Stamp



CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- If no site improvements are required:
 - As-built survey
 - Floor plan of existing building(s)
- If parking and drainage improvements are required:
 - As-built survey;
 - Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
 - Lighting plan
- Complete, notarized application

Application Type:

- Conditional Use: No new construction with no site improvements
- Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size _____ Parking Spaces: _____

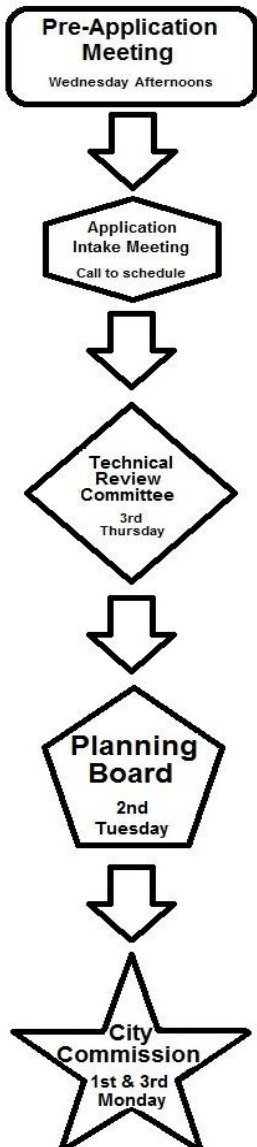
Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

- (1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.
- (2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.
- (3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Application Outlook





May 21st, 2019

Brandon Creagan, MCRP, LEED Green Associate
City of Fort Pierce Planning
100 North US 1 Fort Pierce, FL 34950

Conditional Use Application for 2810 S US 1

Mr. Creagan,

Saint James Christian Academy the parent company of Synergy School of Tomorrow 6th-12th Junior College is currently in the process of purchasing the property at 2810 S US Highway 1 in Fort Pierce. We have a signed contract to purchase the property and we are awaiting final approvals from the lending company.

During the process it was discovered the current usage would not support a 6th 12th Junior College. We are in the process of submitting a Conditional Use application, but due to the owner not being located locally it will take some time for him to sign the actual application.

Per our conversation I have attached the current short term lease and sales contract showing that Saint James Christian Academy is in the process of purchasing the property.

We are requesting that you move this Conditional use application thru your internal departments prior to obtaining signed conditional use application to help facilitate it getting to the June 11th Planning Board meeting and the July 1st City Commission meeting. It is our understanding that we must have the signed application in your hands prior to the June 11th Planning Board meeting

We are very thankful for your help in this process.

Please feel free to contact me if you have any questions.

Sincerely,

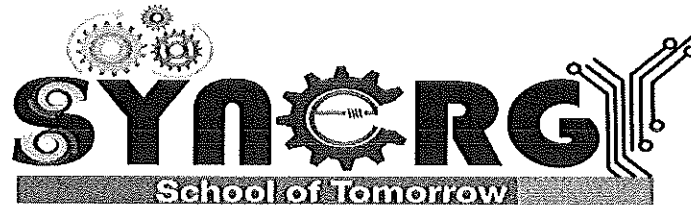
Donnelyn Khourie
Donnelyn.khourie@fscak12.com
Saint James Christian Academy
(772)979-4223

5200 Oleander Ave.

Fort Pierce, FL 34982

(772)-801-5522

www.fscacademy.com



Junior College

2019-2020 Classes

High School

Core Classes

Algebra 1
Algebra 2
Geometry
Pre-calculus
World History and Geography
American History
American Government
Economics
World View
Old Testament Survey
New Testament Survey
Earth Science
Biology
Chemistry
Physics
Anatomy
English 1
English 2
English 3
English 4

Electives

Under Biology:

Nutrition with Culinary and Dietetics
Hematology and Infection Control
Phlebotomy (possibly)

Child Care - 40 hour certification ending in work study in preschool
Introduction to Horticulture

Under Biology/Anatomy:

Health Care-including patient care and more as a precursor to CNA, RN, etc.
Telemetry Monitor - learning use of EKG
Self Care/Body Mechanics
Sports Medicine
Hippa/Ocea/Bloodborne Pathogens
Introduction to Physical Therapy/Occupational Therapy

Under Chemistry:

Introduction to Pharmacy

Under History/Government:

Criminal Justice

Stand-alone classes:

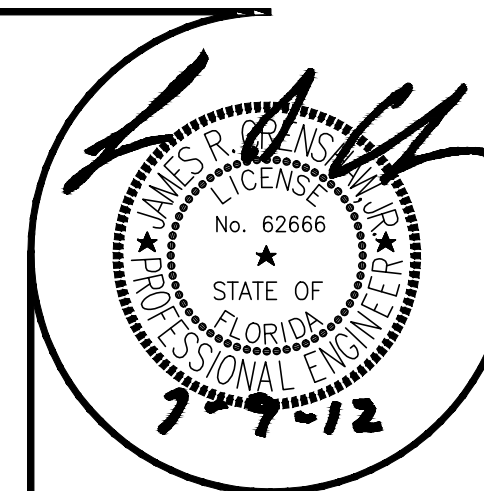
Technology:

Introduction to Technology

Middle School

Technology:

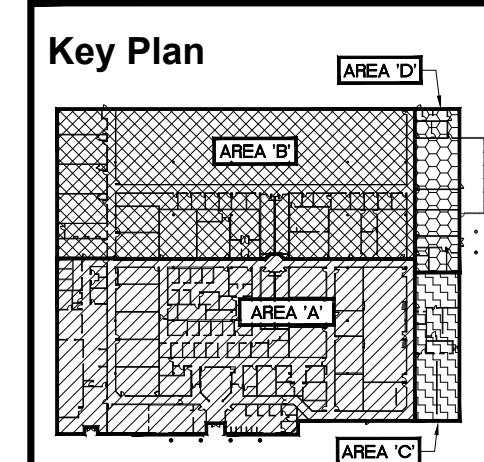
M/J Computer Science Discoveries #0200000



ROB WALKER ARCHITECTS,LLC
 2229 FIRST AVE. SOUTH
 SUITE 110
 BIRMINGHAM, ALABAMA
 35233
 T-205.254.3212
 F-205.254.3299

CRENSHAW CONSULTING
 11000 WOODBRIDGE BLVD
 SUITE 100
 WOODBRIDGE, VA 22191
 TEL: 703.770.0000
 FAX: 703.770.0000

Virginia College
 in Fort Pierce



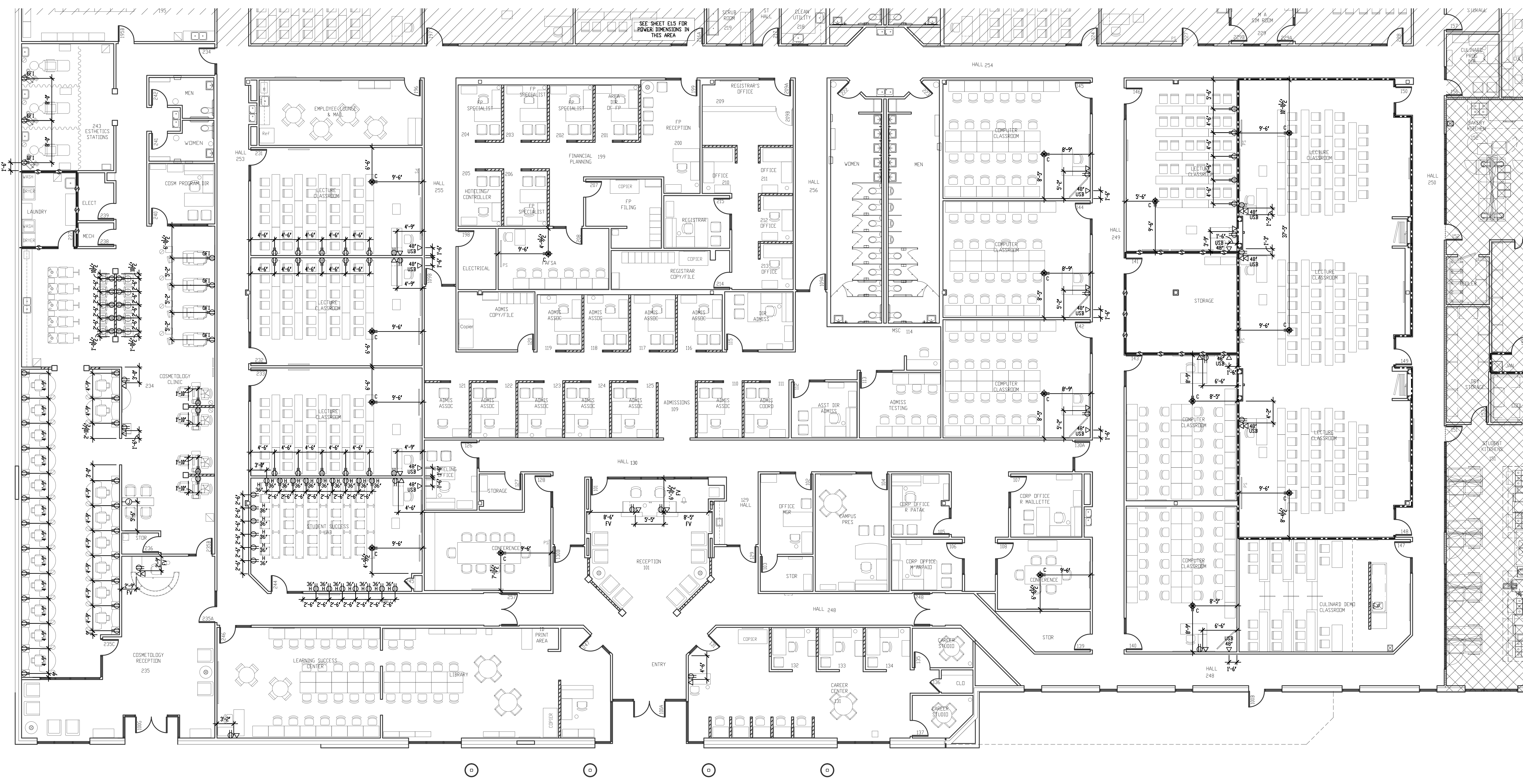
Virginia College
 in Fort Pierce, FL
 2810 FEDERAL HIGHWAY
 FORT PIERCE, FL

CONSTRUCTION DOCUMENTS

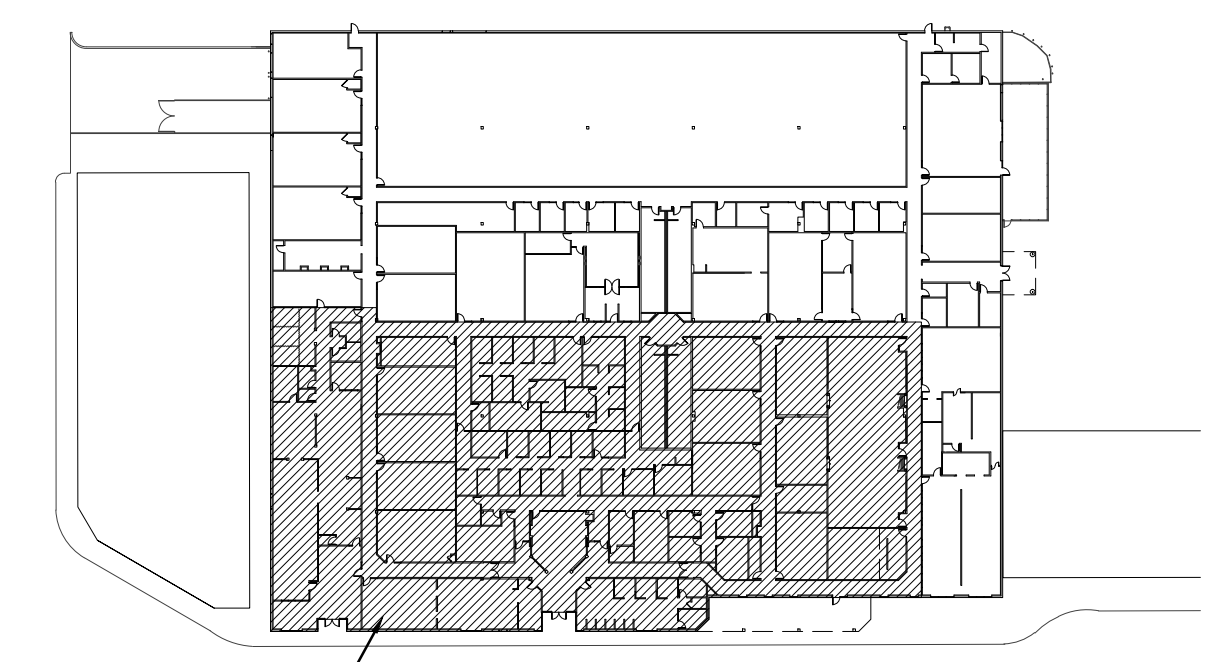
PROJECT NO.: 5005.78
 ISSUED: 07/09/12

AREA 'A' FLOOR PLAN - POWER DIMENSIONS

E1.4



1 AREA 'A' FLOOR PLAN - POWER DIMENSIONS
 E1.4 SCALE: 1/8" = 1'-0"



2 KEY PLAN
 E1.4 SCALE: NONE

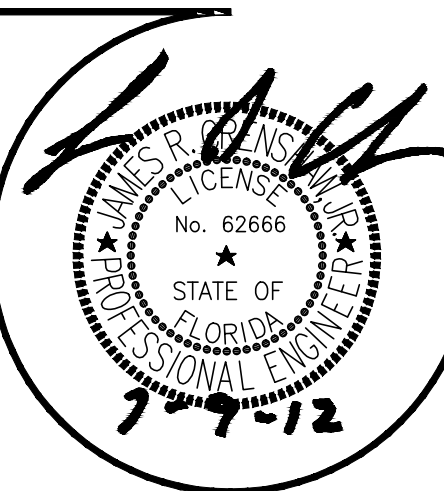
NOTE:
 THE DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON INFORMATION RECEIVED FROM TENANT. COORDINATE ALL RECEPTACLE DIMENSIONS WITH ARCHITECT & TENANT PRIOR TO BEGINNING WORK. FOR CLASIFICATION, NON-DIMENSIONED RECEPTABLES ARE OMITTED FROM THIS PLAN. SEE POWER PLANS FOR FULL RECEPTACLE LAYOUT AND CIRCUITING INFORMATION.

WALL TYPES AND RATINGS LEGEND

REFER TO ARCHITECTURAL SHEETS FOR MORE INFORMATION ON RATINGS AND ADDITIONAL RATED CONSTRUCTIONS INCLUDING COLUMNS WHERE APPLICABLE. PROTECT ALL RATED CONSTRUCTIONS AS REQUIRED.

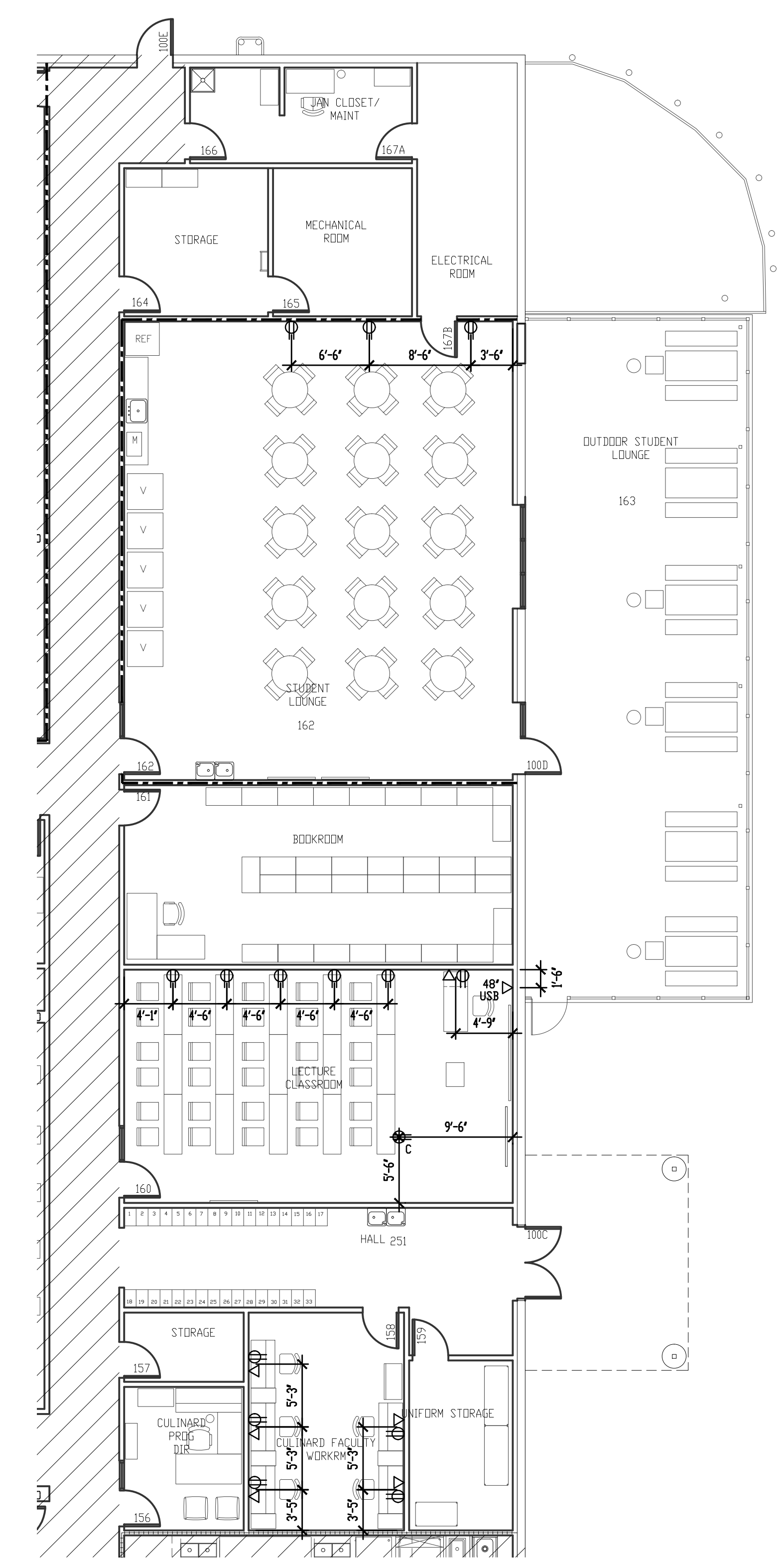
	EXISTING WALL TO REMAIN
	NEW WALL TO BE CONSTRUCTED
	NEW PARTIAL HEIGHT WALL TO BE CONSTRUCTED
	WALL TO DECK
	ONE HOUR FIRE BARRIER
	SMOKE PARTITION

THESE DRAWINGS WILL BE AT THE SCALE INDICATED WHEN PLOTTED AT 30" X 42"

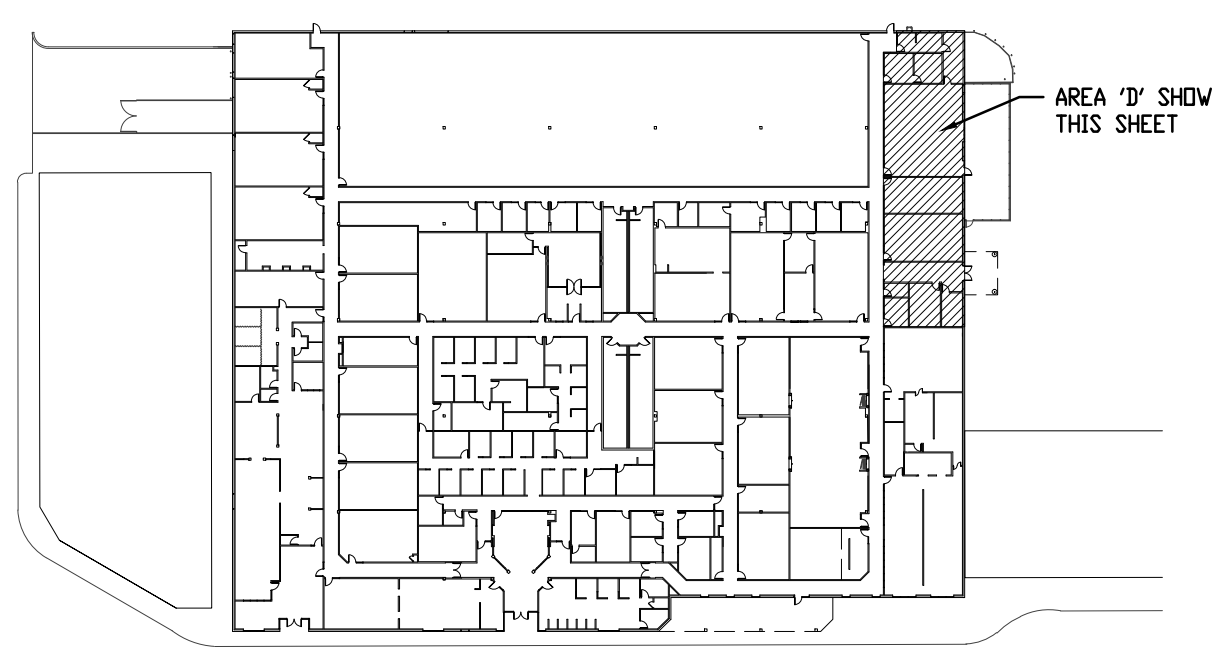


ROB WALKER ARCHITECTS, LLC
 2229 FIRST AVE. SOUTH
 SUITE 110
 BIRMINGHAM, ALABAMA
 35233
 T-205.254.3212
 F-205.254.3269

CRENSHAW CONSULTING
 2000 W. GULF BLVD. SUITE 100
 FORT PIERCE, FL 34946
 PHONE: 888-695-2222
 FAX: 888-695-2222



1 AREA 'D' FLOOR PLAN - POWER DIMENSIONS
 E16 SCALE: 1/8" = 1' - 0"



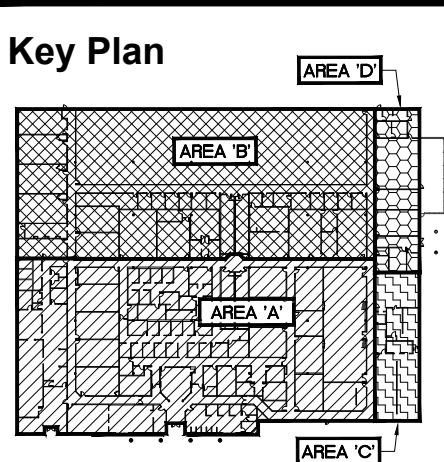
2 KEY PLAN
 E16 SCALE: NONE

NOTE:
 THE DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON INFORMATION RECEIVED FROM TOWN. COORDINATE ALL RECEPTACLE DIMENSIONS WITH ARCHITECT & TENANT PRIOR TO BEGINNING WORK. FOR CLARIFICATION, NON-DIMENSIONED RECEPTABLES ARE OMITTED FROM THIS PLAN. SEE POWER PLANS FOR FULL RECEPTACLE LAYOUT AND CIRCUITING INFORMATION.

WALL TYPES AND RATINGS LEGEND

REFER TO ARCHITECTURAL SHEETS FOR MORE INFORMATION ON RATINGS AND ADDITIONAL RATED CONSTRUCTIONS INCLUDING COLUMNS WHERE APPLICABLE. PROTECT ALL RATED CONSTRUCTIONS AS REQUIRED.

	EXISTING WALL TO REMAIN
	NEW WALL TO BE CONSTRUCTED
	NEW PARTIAL HEIGHT WALL TO BE CONSTRUCTED
	WALL TO DECK
	ONE HOUR FIRE BARRIER
	SMOKE PARTITION



Virginia College
 in Fort Pierce, FL
 2810 FEDERAL HIGHWAY
 FORT PIERCE, FL

CONSTRUCTION DOCUMENTS

PROJECT NO.: 5005.78
 ISSUED: 07/09/12

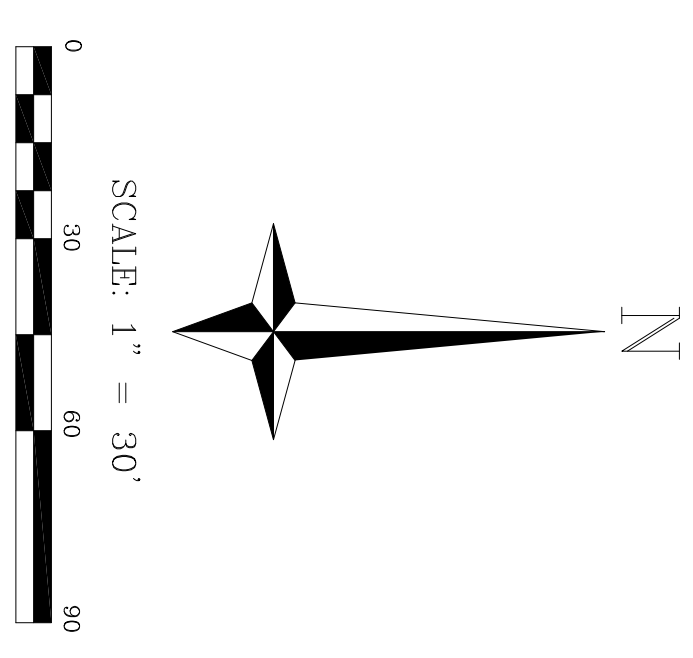
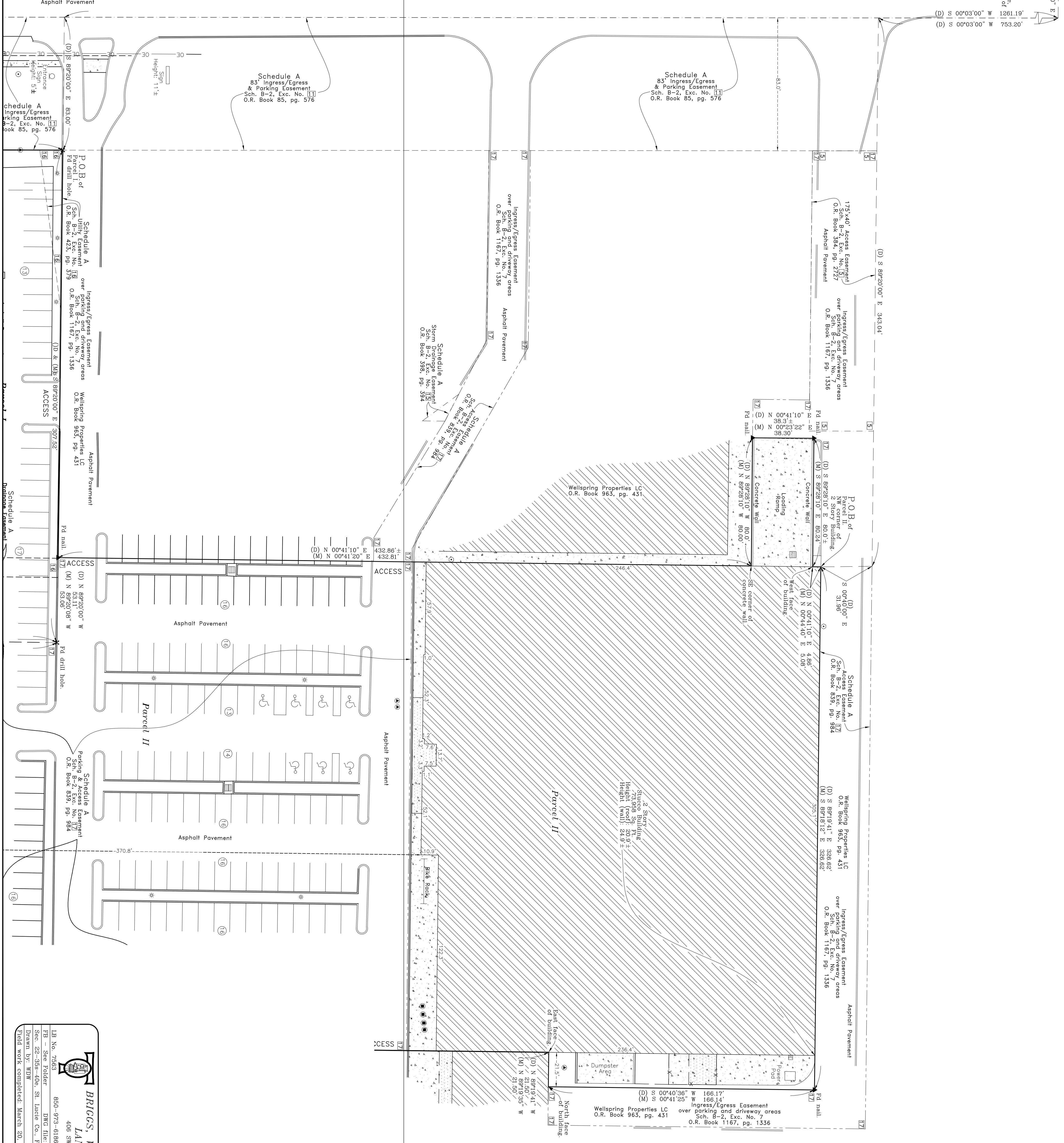
AREA 'D' FLOOR PLAN - POWER DIMENSIONS

E1.6

P.O.C. of
 N 1/4 of Sec. 16, T. 28 N., R. 18 W.,
 SW 1/4 of Sec. 40E,
 with centerline of
 U.S. Highway 1.
 1261.19' E
 753.20' W
 00'03'00" S
 00'03'00" S

South U.S. Highway 1 Variable Width Public R/W

Highway 1 Variable Width Public R/W



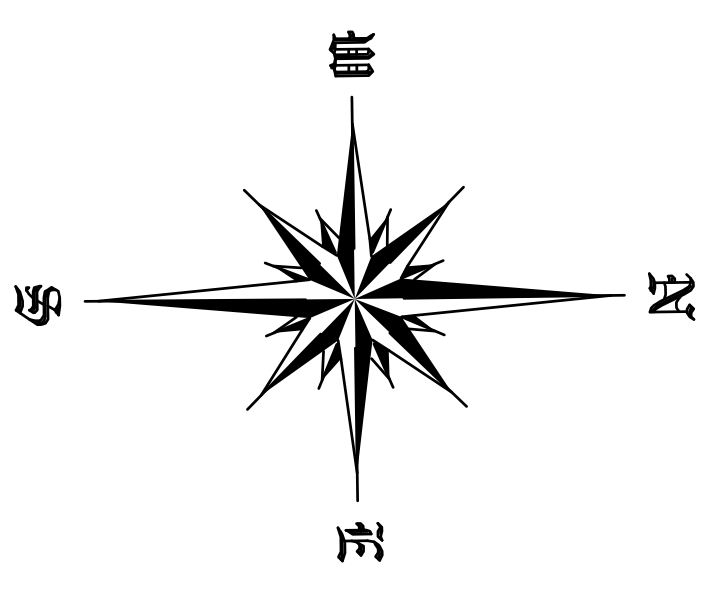
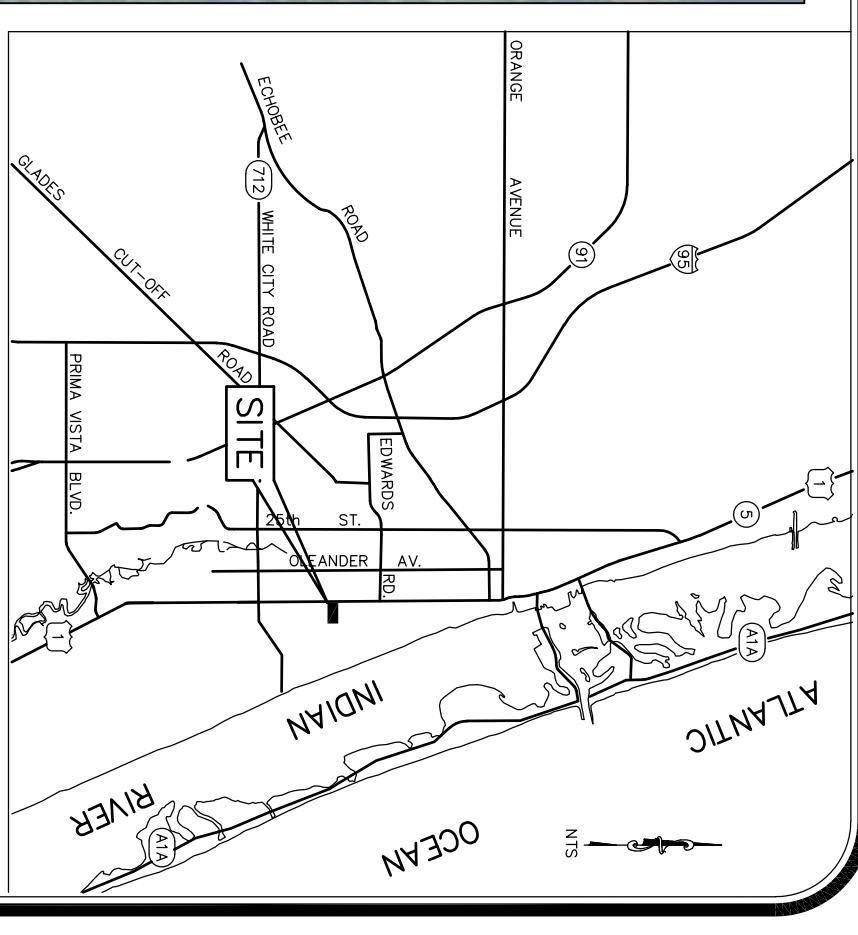
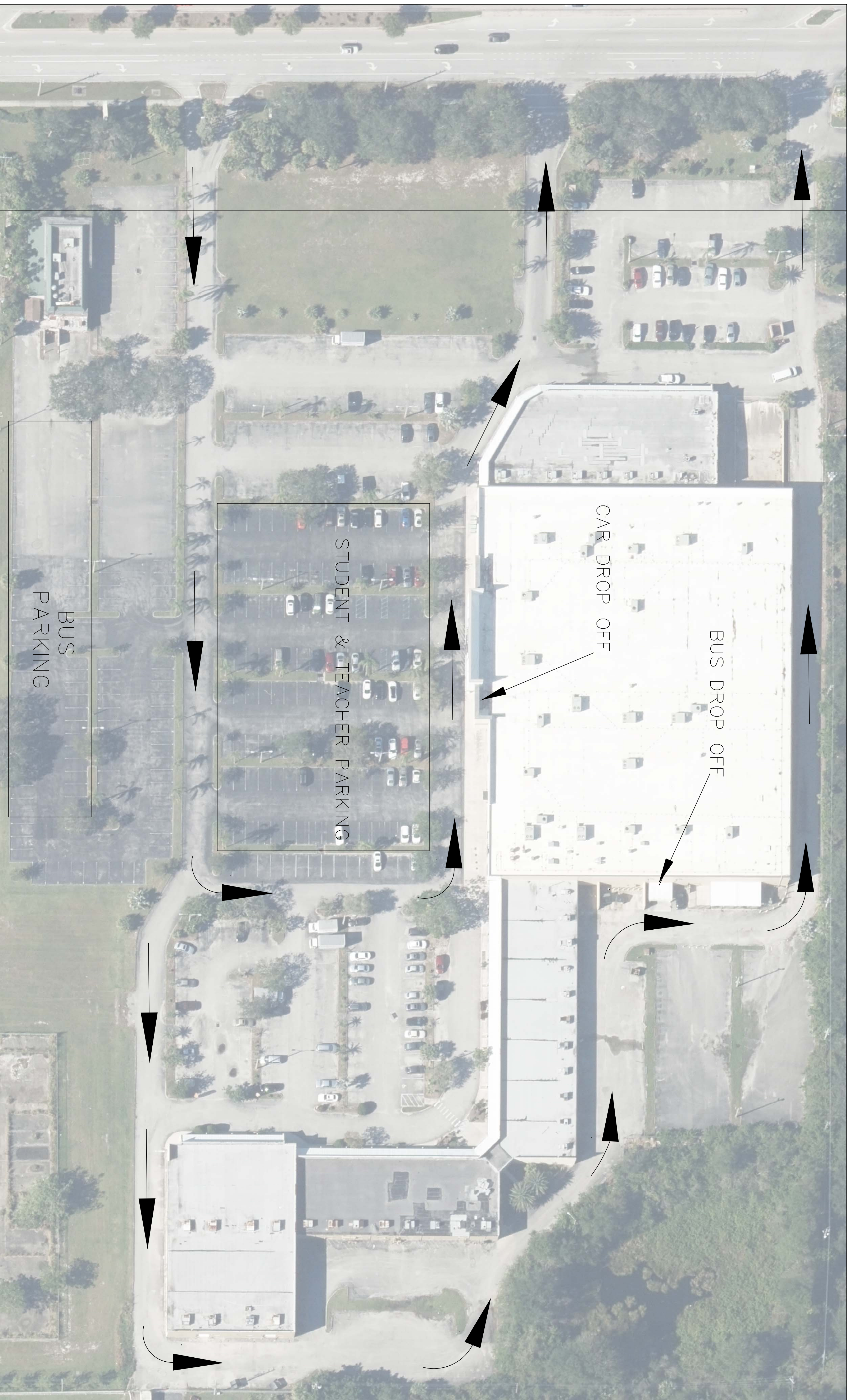
- LEGEND:
- P.O.C. = Point of Commencement
 - P.O.B. = Point of Beginning
 - Pd = Found rebar or iron pipe as indicated
 - ▲ = Found nail as indicated
 - ⊙ = Found drill hole as indicated
 - R/W = Right-of-way
 - (D) = measured bearing and/or distance
 - (M) = concrete sidewalk
 - ▭ = canopy or covered area
 - = power pole
 - ⊙ = guy anchor
 - ⊙ = water meter
 - ⊙ = water valve
 - ⊙ = grease trap manhole
 - ⊙ = sign
 - ⊙ = electric meter
 - ⊙ = electric basin or curb inlet
 - ⊙ = overhead powerline
 - ⊙ = centerline

Matchline
 See Sheet 3

BRIGGS, WASHINGTON & THOMPSON
LAND SURVEYING, INC.
 406 SW Rutherford Street, P.O. Box 283
 Madison, FL 32340
 850-973-6186 800-882-8396 Fax: 800-973-6981
 FB - See Folder DWG File: 16-186.dwg Calc File: 16-186.crd
 Drawn by: WDW B-2 by: WDW Job Order No: 16-186
 Field work completed: March 20, 2019

"AL TANSIPS LAND TITLE SURVEY"
 PREPARED FOR:
St. James Christian Academy, Inc.
 2810 South U.S. Highway 1
 Ft. Pierce, FL
 (Virginia College)

SCALE: 1" = 30'	CHKD./AP'VD: DAB
DATE: March 20, 2019	APPROVED: DAB
DWN. BY: WDW	
CHKD. BY: WDW	



1. Distribution of Students & Grades
 SICA expects a total number of 300 students for 6th - 12th grades

2. Operational Hours

The operational hours are from 7:00am - 6:00pm Monday - Friday. A more specific schedule of times and events are as follows:

Parent Drop Off: 8:30am - 9:00am

Bus Drop Off: 8:30am - 9:00am

Start of School Day: 9:00am

Dismissal: 3:00pm


3. Food Services & Supply Drop Off

lunch can be brought by student or purchased. All food is prepared onsite within the kitchen.

4. General Security Protocol

With recent events SICA has increased security on campus. It has extensive background checks for all Teachers, Admin and Volunteers. It also requires all visitors to check in with Security Staff at each campus. SICA has Security policy in place and practices multiple safety drills thru out the year with students and staff.

- REVISIONS -		BY	DATE


Gadyko Design Group, LLC
 ENGINEERS, PLANNERS, & CONSTRUCTION MANAGERS
 STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NO. 28810

4400 BELLE GROVE DRIVE
 FT. PIERCE, FL 34981
 PHONE: 772-530-8261
 FAX: 772-464-1383
 eng@pd25.com

DESIGNED	BY	DATE
	RML	5-14-18
DRAWN	BY	DATE
	RML	5-14-18
DETAILED	BY	DATE
	RML	5-14-18
CHECKED	BY	DATE
	RML	5-14-18
APPROVED	BY	DATE
	RML	5-14-18

VIRGINIA COLLEGE
 2810 S FEDERAL HWY
 CONDITIONAL USE PLAN
 FOR SAINT JAMES CHRISTIAN ACADEMY

DATE: DATE
 HORIZ. SCALE: 1"=1'
 VERT. SCALE: 1"=1'
 JOB No. **91-00**
 SHEET **1** OF **1**

RICHARD W. LUDWIG, P.E., FL. REG. NO. 34288

**ARTICLES OF INCORPORATION
OF
SYNERGY SCHOOL OF TOMORROW JUNIOR COLLEGE, INC.**

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of a corporation not for profit we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned and, to that end, we do, by these Articles of Incorporation, set forth:

ARTICLE I - NAME

The name of this corporation is Synergy School of Tomorrow Junior College, Inc.

ARTICLE II- PRINCIPAL OFFICE

The address of the principal office and the mailing address of the Corporation is 2810 S. Federal Highway, Fort Pierce, FL 34982.

ARTICLE III - DURATION

The term of existence of the corporation is perpetual.

ARTICLE IV - GENERAL AND SPECIFIC PURPOSES

The specific and primary purposes for which this corporation is formed are:

1. To develop and promote educational opportunities for preschool through college consistent with the requirements of Section 501(c)(3) of the Internal Revenue Code, as amended, or under any corresponding provisions of any subsequent federal tax laws covering the distributions to organizations qualified as tax exempt organizations under the Internal Revenue Code.

2. To operate exclusively in any other matter for such charitable purposes as will qualify it as an exempt organization under Section 501(c)(3) of the Internal Revenue Code, as amended, or under any corresponding provisions of any subsequent federal tax laws covering the distributions to organizations qualified as tax exempt organizations under the Internal Revenue Code.

3. It is the intent of the incorporators of this corporation to qualify as a charitable not for profit corporation according to Section 501(c)(3) of the Internal Revenue Code. No part of the net earnings of the corporation shall inure to the benefit of or be distributable to any director or officer of the corporation or any member of the corporation or any other private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes), and no director or officer of the corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation. No substantial part of the activities of the corporation shall be, or include the carrying on of, propaganda or otherwise attempting to influence legislation and the corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

4. The corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to tax on undistributed income imposed by Section 4942 of the Internal Revenue Code or any corresponding provisions of any subsequent federal tax laws.

5. The corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws.

6. The corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws.

7. The corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws.

8. The corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws.

9. Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and Regulations issued pursuant thereto as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code and the regulations as they now exist or as they may hereafter be amended.

10. Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the circuit court of the county in which the principal office of the corporation is then located exclusively for such purposes or to such organization or organizations, as the Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE V - MEMBERSHIP

The members of the corporation shall consist of those individuals that have an interest in educational opportunities consistent with these Articles.

ARTICLE VI- DIRECTORS AND OFFICERS

1. The affairs of the corporation shall be administered by a Board of Directors consisting of the number of directors determined by the Bylaws, but not less than three (3) directors.

2. Directors of the corporation shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

3. The business of the corporation shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the corporation and shall serve at the pleasure of the Board.

ARTICLE VII - INITIAL REGISTERED AGENT AND ADDRESS

As set forth in the registered agent's written acceptance of his appointment, which is delivered to the Department of State, together with these articles of incorporation, the name and address of the initial registered agent for the Corporation is Rickey L. Farrell, 1597 S.E. Port St. Lucie Boulevard, Port St. Lucie, Florida 34952.

ARTICLE VIII - INCORPORATORS

The names and street addresses of the incorporators are as follows:

Donnelyn Khourie
10799 SW Civic Lane
Port St. Lucie, FL 34987

ARTICLE IX- INITIAL DIRECTORS

Donnelyn Khourie
10799 SW Civic Lane
Port St. Lucie, FL 34987

Cynthia Webster
2603 Cortez Blvd.
Fort Pierce, FL 34981

Mary Grace Achaibar
4515 SW Fireside Circle
Port St. Lucie, FL 34953

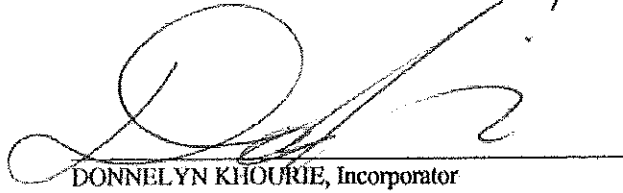
ARTICLE X- INITIAL OFFICERS

President- Donnelyn Khourie
Secretary- Mary Grace Achaibar
Treasurer- Cynthia Webster

2019.

The undersigned have executed these Articles of Incorporation this 16 day of May

Signed:


DONNELYN KHOURIE, Incorporator


**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 617.0501 of the Florida Not For Profit Corporation Act, the undersigned Corporation, organized under the laws of the State of Florida, submits the following statement in designating its registered office and registered agent, in the State of Florida.

1. The name of the Corporation is Synergy School of Tomorrow Junior College, Inc.
2. The name and address of the registered agent and office of the Corporation is:

Rickey L. Farrell, Esquire
1597 S.E. Port St. Lucie Boulevard
Port St. Lucie, Florida 34952

Signed:


(Signature)

5-16-19
(Date)

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. IF FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.


RICKEY L. FARRELL, ESQUIRE

DUAL ENROLLMENT AGREEMENT

Indian River State College
And
Florida State Christian Academy

Whereas Section (s) 1007.271 (21), **Florida Statutes**, requires state colleges and Florida State Christian Academy to develop comprehensive Dual Enrollment Articulation agreements, **Indian River State College (IRSC)**, and Florida State Christian Academy have made the following determinations:

- A) Terms of this Agreement shall commence September 1, 2018, or on the last date approved by either party, whichever is later and end August 31, 2019, unless terminated as hereinafter provided.
- B) An Annual meeting shall take place between representatives from both institutions to review this Agreement to assure both parties that it continues to serve their mutual interests and provide student opportunities.
- C) Either party shall have the right to terminate this Agreement by delivery of the written notice to the other party not less than sixty (60) days prior to the effective date of said termination.
- D) The parties to this Agreement recognize that as provided under Section (s) 1007.271 (21), F.S., and SBE Rule 6A-14.064, accelerated mechanisms such as Dual Enrollment/Early College and advanced (college-level) instructional programs for qualified students from the Private Schools enhance learning opportunities and are required to be made available for those students.
- E) The parties will adopt an Agreement as provided in Section 1007.271 (21), F.S., and SBE Rule 6A-14.064, including:
 - 1. College Credit Dual Enrollment
 - 2. Vocational Credit Dual Enrollment
- F) IRSC approved dual enrollment courses offered on a secondary school campus must have a high school instructor who has been interviewed by certified by and approved by Indian River State College. Because the instructor would be a certified IRSC adjunct faculty member, he/she must adhere to the College's rules, regulations, policies, and practices in the same manner as any other IRSC adjunct faculty member. This includes attending an annual meeting, using the departmentally selected learning resources, curriculum, learning outcomes assessments, Learning Management Systems (LMS) and all other requirements as specified by the College.

- G) As of Fall 2015 semester, all dual enrollment students must complete IRSC's Dual Enrollment Online New Student Orientation. Dual Enrollment New Student Orientation is required for all new IRSC students and includes information on college policies, procedures, resources, expectations, and other essential items that help support student success. Students who do not complete DE NSO will be unable to register for their dual enrollment classes until this requirement has been met.
- H) As of Spring 2016 semester, all new (first-time) dual enrollment Associates in Arts and Associates in Science degree-seeking students must complete SLS 1101 – Student Success during their first semester of dual enrollment or will be ineligible to continue dual enrollment courses in future semesters. Students who have participated in IRSC's dual enrollment program prior to the Spring 2016 semester are encouraged to enroll in the course but are not required to do so. An unweighted high school GPA of 3.0 and a 106 or higher Reading PERT score is needed to participate as a dual enrolled student, however, dual enrollment opportunities will be limited if the student does not score at college levels in all 3 discipline areas. All new (first time) dual enrollment Vocational or Clock hour students are not required to take SLS1101.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. Ratification of Existing Agreements: All existing dual enrollment agreements between the IRSC and Florida State Christian Academy are hereby modified to conform to the terms of this agreement and the appendices of this document.

ARTICLE II. Program Description: In accordance with Section 1007.271 (21), F.S., SBE Rule 6A-14.064, the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward both high school completion and a career certificate or high school completion and an associate degree. Dual enrollment, an articulated accelerated mechanism offered jointly by the IRSC and Florida State Christian Academy, shall broaden the scope of curricular options available to students and increase the depth of study available for a particular subject by offering college credit and post-secondary vocational courses to eligible high school students as provided in the Dual Enrollment Agreement. Stipulations regarding course content, program requirements, student evaluation, faculty credentials, college environment, and strategic planning for dual enrollment courses are covered in SBE Rule 6A-14.064 adopted by the State Board of Education and included as an appendix to this Agreement, along with the IRSC Dual Enrollment Course list website link.

<https://www.irsc.edu/programs/dual-enrollment-for-high-school-students.html> -
courses.pdf give an up to date approved course list.

Section 1007.271(21), F.S. requires Florida State Christian Academy to "weigh dual enrollment courses the same as advanced placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation, weighting systems that discriminate against dual enrollment courses are prohibited."

Course Lists: Any college credit course comprising 3 credits or higher and/or any vocational clock hour course comprising 75 hours or higher that is listed in the State Common Course Numbering System (SCNS) for postsecondary credit can be considered for Dual Enrollment. Courses that meet high school graduation requirements are listed in the DUAL ENROLLMENT COURSE EQUIVALENCY LIST. All high schools shall accept these postsecondary courses toward meeting the requirements of Section 1003.43, F.S.

Physical Education, College Preparatory courses, and private music lessons are excluded from this Agreement. Any changes necessary during the academic year will be mutually agreed upon by the articulation representatives of Indian River State College and Florida State Christian Academy. Approval of courses for dual enrollment does not guarantee applicability toward satisfaction of eligibility requirements for Florida Bright Futures scholarships. Those requirements should be checked with the Bright Futures Office.

Course Credit: According to Section 1007.271 (21), F.S., students who are eligible for dual enrollment shall be permitted to enroll in dual enrollment courses conducted during school hours, after school hours, and during the summer. Students who complete a three (3), four (4), or five (5) credit dual enrollment course at IRSC with a passing grade will earn at least one-half (1/2) credit in the designated subject towards the high school diploma unless credit is otherwise assigned by the DUAL ENROLLMENT EQUIVALENCY LIST.

Advising Services:

- 1) Dual enrollment students will be assigned an IRSC advisor during their first term of enrollment. They will meet with their advisor to customize a Guided Pathway/Academic Plan based upon their academic and career goals. This plan will then be used by the student and the high school counselor in subsequent semesters to determine appropriate dual enrollment courses to be taken.
- 2) Dual enrollment students will be able to access their Guided Pathway/Academic Plan online via their My Pioneer Portal, where it can also be utilized to search for available classes each semester.
- 3) This plan will ensure that dual enrollment students remain "on-track" for a college degree. High school counselors are responsible for ensuring that all applicable high school graduation requirements are met.

- 4) Dual enrollment students complete the registration process by selecting appropriate college classes, in consultation with their high school counselor and their assigned college advisor, based upon their Guided Pathway/Academic Plans. Upon selection of the classes, they may register online, and submit the Dual Enrollment Registration Form (IRSC68) with appropriate signatures to any IRSC campus. Submission of this form ensures that applicable fees for approved courses are exempted.

Notice to Participate: Students, parents, and school counselors will be notified by IRSC on the opportunities to participate in Dual Enrollment classes by:

- 1) Providing information sessions to be held at all IRSC campuses during the Spring Semester of each academic year.
- 2) The Office of Enrollment Management at IRSC, Campus Provost, or other IRSC representatives visiting each high school to provide enrollment support and information to student and the high school guidance counselors.
- 3) Enrollment Management coordinating efforts to answer questions, provide materials, and direct inquiries from students and parents interested in dual enrollment.
- 4) Sending students and/or parents a letter informing them of the student options to participate in dual enrollment.
- 5) Hosting a middle and high school guidance counselor conclave annually to update and inform area high school counselors of dual enrollment opportunities for students as well as other opportunities at IRSC.

Eligibility and Access: Students must meet the following eligibility criteria

- 1) Be enrolled as a student in a Florida public or nonpublic secondary school (grades 6-12), or in a home education program
- 2) Have a 3.0 unweighted high school grade point average (GPA) based on four high school credits, in order to enroll in college credit courses, or a 2.0 high school unweighted GPA to enroll in career technical education clock hour dual enrollment courses
- 3) For college credit courses, achieve a minimum score on the PERT, a common placement test pursuant to Rule 6A-14.064, Florida Administrative Code. Dual enrollment students must score at college level reading to participate in the Dual Enrollment Program. Students may substitute the appropriate scores from a state-approved standardized test (ex. Enhanced ACT or SAT) to qualify for specific college credit dual enrollment courses. Current ACT and SAT scores for college-level readiness are located below and at the following IRSC webpage:
<http://www.irsc.edu/uploadedFiles/Admissions/assessment/services/Placement-Information-For-PERT-CPT-ACT-SAT.pdf>

- SAT College Credit Course Placement exams taken after March 1, 2016, require the following:
 - A score of 25 or higher on the Writing & Language Subtest and a score of 24 or higher on the Reading subtest for College English Placement
 - A score of 24 or higher on the Math subtest for College Math Placement
- SAT College Credit Course Placement exams taken before March 1, 2016, require the following:
 - A score of 440 or higher on the Reading subtest for College English Placement
 - A score of 440 or higher on the Math subtest for College Math Placement
- ACT College Credit Course Placement exams taken before require the following:
 - A score of 17 or higher on the English subtest and a score of 19 or higher on the Reading subtest for College English Placement
 - A score of 19 or higher on the Math subtest for College Math Placement

(Scores are subject to change based on state-approved standards. Dual enrollment students are encouraged to take PERT exam at local school district sites.)

- 4) Must complete the Dual Enrollment Program Agreement form (IRSC 508) with all appropriate signatures.
- 5) Must complete course registration forms with all appropriate signatures. (IRSC 68)
- 6) Must complete any applicable vocational assessment (i.e. TABE).
- 7) Meet any additional eligibility criteria specified by the postsecondary institution in the Dual Enrollment Articulation Agreement
- 8) Cannot be scheduled to graduate from high school prior to the completion of the dual enrollment course
 - 9) Students with a GPA lower than the requirements stated may enroll in dual enrollment classes pending documented justification for approval from Florida State Christian Academy officials and approved by the college representative (Dean Provost, or discipline Department Chair). The decision will be based on high school justification, the academic rigor of the course, placement scores, and another academic history.
 - 10) Students who have accumulated twelve (12) college credit hours and have not yet demonstrated proficiency in all of the basic competency areas of reading writing and mathematics must be advised in writing by Florida State Christian Academy of the

requirements for Associate degree completion and state university admission, including information about future financial aid eligibility and the potential costs of accumulating excessive college credit, as outlined in Section 1009.286 F.S.

Student Support: High school counselors and IRSC's Enrollment & Student Support staff members will work together to ensure that each student meets the academic eligibility requirements for dual enrollment courses. High school guidance counselors are responsible for assisting the student in identifying college courses that also meet high school graduation requirements; see Dual Enrollment Course Offerings on the IRSC Dual Enrollment Page at the college website:

<https://www.irsc.edu/uploadedFiles/Programs/DualEnrollment/dual-enrollment-courses.pdf>

Student Standards of Conduct (as taken from IRSC's Student Handbook): The College looks to its student's as mature individuals at an age of responsibility for their own actions. The following regulations were designed by the students, staff, and faculty in order to ensure compliance with state and county laws and to promote the safe, efficient operation of the College. Violations of these regulations will be referred to the Vice President of Student Affairs for appropriate action, which may include a Student Affairs Committee. Failure to respond to a summons by letter, telephone call, or message delivered by an IRSC employee concerning a matter of conduct is considered a violation of the student code of conduct. (See Administration of Student Discipline)

Board Policy Number 6Hx11-7.24 Student Standards of Conduct - Any student who accepts the privilege of enrollment at Indian River State College is deemed to have given his or her consent to adhere to the policies of the College and the laws of the State of Florida. Students shall conduct themselves in a manner compatible with the College's function as an educational institution.

Student Standards of Conduct are applicable on campus, at off-campus locations or activities, and while using College facilities or equipment. Each student shall assume responsibility for familiarity with College policies and agree to the highest moral and ethical standards of conduct including, but not limited to the following:

- To uphold and abide by all College policies and procedures including those of the Campus Coalition Government;
- To respect each student's right to learn in all educational environments;
- To participate and contribute to class discussions and activities to the best of his or her ability;
- To make responsible use of all College facilities and equipment including electronic communications with faculty, staff, and other students;
- To demonstrate respect towards faculty, staff, administrators, and other persons employed by the College;
- To respect instructor grading policies and to adhere to the highest standards of academic honesty;

- To acknowledge and comply with reasonable requests for student assistance or service by College personnel whenever possible;
- To extend courtesy, integrity, and good citizenship to all individuals at the College;
- To refrain from engaging in activities or conduct that might discredit or disrupt the College or its employees, students, and visitors.

Misconduct for which students are subject to discipline falls into the following categories:

- A. Dishonesty, such as cheating, plagiarism, or knowingly furnishing false information to the College.
- B. Forgery, alteration, or misuse of College documents, records, or identification.
- C. Obstruction or disruption of teaching, research, administration of disciplinary procedures, or other College activities, including its public service functions, or conduct which threatens or endangers the health or safety of any such persons.
- D. Theft or damage to property of the College or of a member of the College community or campus visitor.
- E. Unauthorized entry to or use of College facilities.
- F. Violation of College policies or of campus regulations including campus regulations concerning the registration of student organizations; the use of College facilities; or the time, place, and manner of public expressions.
- G. Consumption, use, possession, distribution or involvement with alcohol, illegal drugs or substances, (e.g. heroin, cocaine, LSD, barbiturates, hallucinogen's, narcotics, marijuana) or presence when/ where these substances are being used or consumed.
- H. Disorderly conduct or lewd, indecent, or obscene conduct or expression on the College-owned property or at College-supervised functions.
- I. Failure to comply with directions of College officials acting in the performance of their duties.
- J. Conduct which adversely affects the student's suitability as a member of the academic community. Students who aid others in disciplinary infractions are also subject to disciplinary action.
- K. Acts of sexual assault/battery (rape) or other forms of sexual misconduct, including harassment, exploitation, intimidation, or coercion.

IRSC Enrollment & Student Services

- 1) Make sure dual enrollment students are properly identified as such in the IRSC registration system.
- 2) Ensure that an individualized student Guided Pathway/Academic Plan is developed and accessible for each dual enrollment student.
- 3) Provide ongoing advisement to students regarding their progression in College courses and programs.
- 4) Provide Dual Enrollment students with the use of all of IRSC academic support resources. Students are encouraged to utilize services such as Career & Transfer Center, Academic Support Centers (ASC), and Libraries.

- 5) Students may also access the IRSC website for detailed information on degrees, programs, and resources.
- 7) Indian River State College provides reasonable accommodations to students with documented disabilities through the Enrollment & Student Services/Student Accessibility Services Office (SAS). Listed below are some of the services available to eligible students:
 - i) Note takers
 - ii) Testing Accommodations
 - iii) Use of Equipment and Assistive Technology
 - iv) Readers
 - v) Scribes
 - vi) Sign Language Interpreters
 - vii) Alternative Text
- 8) Students must apply to the college and provide appropriate documentation to the SAS office if accommodations are necessary.

Student Records: The parties may provide personally identifiable student records to each other in the performance of this agreement. Such records are provided pursuant to Section 1002.22, F.S., and 20 U.S.C.A. 1232g.

Each party further agrees to comply with Section 1002.22, F.S., and 20 U.S.C.A. 1232g, including but not limited to provisions related to confidentiality, access, consent, the length of retention and security of student records.

Instructional Quality and Evaluation: IRSC shall accept the responsibility for all courses and certification of faculty as prescribed in SBE Rule 6A-14.064 Credit Dual Enrollment and by the Southern Association of Colleges and Schools Commission on College's Principles of Accreditation.

- 1) In all cases, faculty must meet IRSC faculty credentialing criteria based on SACSCOC Guidelines. These IRSC criteria apply to all faculty teaching post-secondary courses regardless of the physical location of the course is taught
 - I. IRSC at the request of high school principal/designee will work together to identify teachers for dual enrollment courses. The adjunct faculty certification process must be completed by August 1st to be eligible to teach for the Fall Semester and by November 1st to be eligible for the Spring Semester. Each prospective teacher must complete the steps of the adjunct faculty certification process. High School site dual enrollment instructors must contact IRSC instructional dean/designee to inquire about additional training sessions required for specific disciplines.
 - II. Additional training is required for SLS1101 instructors.
- 2) Indian River State College, as the postsecondary institution awarding credit, shall ensure that all faculty teaching dual enrollment courses meet these qualifications. All instructors must be certified by IRSC.
- 3) If the parties agree to utilize instructors employed by Private School, those

instructors shall meet the same IRSC certification qualifications as other instructors employed by the TRUSTEES.

- 4) IRSC and the Private Schools shall collaborate to ensure full compliance with all IRSC faculty certification procedures and SACSCOC Principles of Accreditation.
- 5) The President or designee, for the TRUSTEES, shall assign the instructors for all classes offered in accordance with this agreement.
- 6) A passing grade in a dual enrollment course indicates mastery of the performance standards for the course.
- 7) Those classes offered in a high school setting will maintain a collegial atmosphere with minimum interruptions in instructional time as established by SBE Rule 6A-14.064.

■ Florida State Christian Academy may offer up to four (4) dual enrollment courses and four (4) sections of that dual enrollment course at high school site within an academic year. Each additional course must be approved by the Office of Articulation and Partnerships to ensure that sites do not exceed course and section limits.

II. Secondary Schools must submit course requests to IRSC instructional Deans and/or Provost Office(s) being considered to take place on high school sites. A list of provost/instructional dean contact information is listed in the DE Administration Handbook.

- 8) IRSC and secondary schools shall collaborate to ensure full compliance with SACSCOC standards regarding the number of college credit courses which may be offered on a high school site prior to seeking Substantive Change approval.

I. IRSC instructional deans/designee must be granted unrestricted unannounced access to high school dual enrollment classes to observe the quality of instruction.

- 9) IRSC shall provide all instructors teaching dual enrollment courses with the approved course plans, syllabi, course objectives, learning outcomes assessments, and final exams.
- 10) All instructors teaching dual enrollment courses shall provide a copy of any modifications to a course syllabus to the appropriate IRSC Department Chair or Academic Dean prior to the start of each term.
- 11) All adjunct faculty teaching dual enrollment courses shall be provided with electronic access to the IRSC Adjunct Faculty Handbook and IRSC Student Handbook.
- 12) Secondary schools that do not have a signed dual enrollment agreement with Indian River State College cannot offer a dual enrollment course(s)/labs. Students enrolled in such classes/labs will not receive credit from IRSC.

Responsibilities:

- 1) Students enrolled in dual enrollment classes in accordance with this Agreement are exempt from payment of registration, matriculation, and laboratory fees.
- 2) Insurance fees will be paid by the student unless Florida State Christian Academy provides appropriate insurance for coverage.
- 3) Students and/or Florida State Christian Academy are responsible for transportation to and from dual enrollment classes.
- 4) The President or designee, for IRSC, shall have the responsibility for the selection of textbook and courses materials in accordance with this Agreement.
- 5) Florida State Christian Academy will be responsible for providing instructional materials used in courses offered in accordance with this Agreement. The Head of School or designee for Florida State Christian Academy shall establish procedures and conditions for the purchase, resale, and any reimbursement for instructional materials.
- 6) Florida State Christian Academy shall be responsible for payment of instructors employed by Florida State Christian Academy for courses offered in accordance with this agreement.
- 7) Class size, locations and time of course offerings will be approved by the President or designee, for the TRUSTEES.
- 8) Classes held at the high school site will be offered in accordance to Indian River State College's academic calendar and will start and end within the academic period.
- 9) Academic policies including grading, course withdrawals and repeats, and attendance will be in accordance with the College Catalog for Indian River State College, SBE Rule 6A-14.064.
- 10) Florida State Christian Academy advisors/counselors and IRSC advisors/counselors will work collaboratively to ensure students' dual enrollment registration eligibility.
- 11) Students and parents shall sign an acknowledgment of the following college course-level expectations:
 - a. Students must register for courses by the deadline established by Florida State Christian Academy. Registration deadlines established by Florida State Christian Academy, however, cannot exceed the last date of registration allowed by IRSC. Florida State Christian Academy without established deadlines shall use IRSC's established deadlines.
 - b. Any letter grade below a "C" will not count as credit toward satisfaction of the requirements of SBE Rule 6A-10.030 F.A.C.; however, all grades are calculated into a student's GPA and will appear on the college transcript.
 - c. All grades, including "W" for withdrawal, become part of the student's permanent college transcript and may affect subsequent postsecondary admission.

- d. College course materials and class discussions may reflect topics not typically included in secondary courses. College courses will not be modified to accommodate variations in student age and/or maturity.
- e. Courses will be selected to meet degree/certificate requirements in order to minimize student and state costs for excess hours.
- f. Students who withdraw from a course, or fail a course, cannot take additional dual enrollment classes until they have retaken and completed the course, or an alternative course jointly agreed upon by the student and high school guidance counselor, at their own expense or during the summer when no tuition is charged. Dual enrollment students must adhere to all of the College's withdrawal procedures including talking with their instructor before withdrawing from a course.
 - i. Students who withdraw/fail a course two consecutive times will only be eligible to attempt dual enrollment courses during the summer semesters until course(s) are successfully completed.
 - ii. Dual Enrolled students needing to attempt courses more than once will be required to meet with their IRSC assigned advisor prior to any re-enrollment.
 - iii. Dual Enrolled students will be eligible to enroll in a maximum of 12 credits over the summer, with neither Session A nor Session B exceeding 6 credits.
- g. At the request of Florida State Christian Academy, students may exceed 60-credits. A request must be made in writing from a Florida State Christian Academy official to IRSC's Vice President of Enrollment & Student Services. Course(s) approved must be creditable toward high school completion and associate degree or certificate.
- h. First-time dual enrollment students cannot participate in more than two, 3-credit courses during their first semester. One of the two courses must be SLS 1101 if the student is degree seeking.
- i. Florida State Christian Academy must notify IRSC's Vice President of Enrollment & Student Services if one of their participating dual enrollment students has been expelled from his/her secondary school.
- j. Indian River State College must notify Florida State Christian Academy if a dual enrollment student is expelled from the College.
- k. Dual Enrollment students are expected to contact their instructor if they are having challenges in a specific course. As such, the student, and not a parent or guardian, should address concerns, complaints, and challenges.

11) Grades awarded by IRSC are not subject to change by the BOARD or its representatives, including a "W". State Board Rule 6A-1.09941, F.A.C., *State Uniform Transfer of High School Credits*, establishes uniform procedures related to the high school's acceptance of transfer credit for students in Florida's public schools.

ARTICLE III. Evaluation of the Agreement: This agreement shall be renewed annually unless both parties request a change or termination, in which case a change or termination will be given in writing by either party with sixty (60) days prior to such change or termination taking place. Evaluation of the Agreement will take place throughout the school year and include identifying problems, taking corrective actions, new strategies, and associated costs to implement those strategies. New courses will be added to the *DUAL ENROLLMENT EQUIVALENCY LIST* once approved by the DOE.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed in their respective names by their proper official, under these official seals, the day and year written below:

THE DISTRICT BOARD OF TRUSTEES
Indian River State College

Florida State Christian Academy

Jose L. Conrado, Chair

Dr. Donnelyn Khourie, Head of
Schools

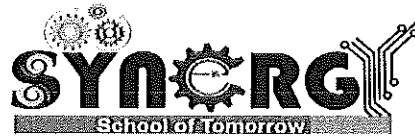
Date: _____

Date: _____

Attest: _____
Edwin R. Massey, Ph.D., President



FLORIDA STATE 
CHRISTIAN ACADEMY
K-12th COLLEGE PREPARATORY SCHOOL



Junior College

To Whom it May Concern:

Saint James Christian Academy, also doing business as Florida State Christian Academy and Synergy School of Tomorrow, is a fully accredited K-12 school. The accrediting agencies are listed below:

Florida Coalition of Christian Private Schools Association
Advanced Ed
FHSAA Approved School

Please use the following links to verify the above accreditations:

<http://www.fccpsa.org/accredited%20schools.html>

<http://www.advanc-ed.org/oasis2/u/par/accreditation/summary?institutionId=59510>

Or go to the FCCPSA website as well as Advanced Ed website. Search under accredited schools the name "Saint James Christian Academy."

Our school name is not, nor ever has been "Saint James Academy." That school is not accredited and is no way affiliated with our institution.

If you have any questions, please direct them to Mrs. Tamara Daniel at tamara.daniel@fscak12.com or call (772) 801-5522 or (772) 834-8620.

Sincerely,
Mrs. Tamara Daniel
Principal
Saint James Christian Academy
Florida State Christian Academy
Synergy School of Tomorrow
(772) 801-5522/(772) 834-8620

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is made as of March 1, 2019 (the "**Acceptance Date**") by and between THOMAS P. GALLAGHER AND THOMAS D. GORDON, AS CO-TRUSTEES OF THE DON LEVIN TRUST DATED AUGUST 30, 1991, AS AMENDED ("**Seller**") and ST. JAMES CHRISTIAN ACADEMY, INC., a Florida not for profit corporation ("**Buyer**").

RECITALS:

A. Seller owns the fee simple interest in and to certain real property commonly known as 2810 S. U.S. Hwy 1, Fort Pierce, Florida and consisting of an approximately 4.34-acre parcel of land and an approximately 1.0-acre outparcel.

B. Prior to the Acceptance Date Buyer purchased from a third-party seller certain furniture, fixtures, equipment and other items of personal property located on the Real Property and abandoned by the previous tenant at the Real Property (collectively, the "**Non-Owned Assets**"), which Non-Owned Assets are set forth on Exhibit A-1 attached hereto.

C. By this Agreement, Buyer agrees to purchase the Property (as hereinafter defined) from Seller, and Seller agrees to sell the Property to Buyer, on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the covenants and conditions set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and seller do hereby agree as follows:

ARTICLE I

SALE OF PROPERTY

1.1. **PROPERTY.** The term "**Property**" as used herein includes (i) all of the land described on Exhibit A attached hereto, together with all privileges, rights, easements and appurtenances belonging to such land, including, without limitation, all right, title and interest, if any, of Seller in and to any streets, alleys, passages and other rights-of-way or appurtenances included in, adjacent to or used in connection with such land, and all mineral and development rights appurtenant to such land (collectively, the "**Real Property**"); (ii) all buildings, structures and other improvements, and all fixtures, systems and facilities owned by Seller and located on the Real Property (the "**Improvements**"), including, without limitation, an approximately 74,090 square foot building and an approximately 3,000 square foot building; (iii) all furniture, fixtures, equipment, machinery and other tangible personal property, if any, owned by Seller and located on or used in connection with the operation of the Real Property (the "**Personal Property**"), but specifically excluding the Non-Owned Assets; (iv) all agreements, contracts and licenses, if any, affecting the Real Property to which Seller is a party; and (v) to the extent transferrable, all of Seller's right, title and interest, if any, in and to all intangible assets of any nature relating to the Real Property, including, without limitation, all of Seller's right, title and interest in any and all (a) warranties and/or guaranties, (b) use, occupancy, building and/or operating licenses, permits, approvals and/or development rights, and (c) plans and specifications (collectively, the "**Intangible Property**"). Seller purchased the Property in an arms-length transaction on October 14, 2016 for a purchase price of Nine Million and 00/100 Dollars (\$9,000,000.00), as evidenced by that certain Special Warranty Deed recorded by the Saint Lucie County Clerk of the Superior Court on October 18, 2016 in Book 3922, Page 2922.

1.2. PURCHASE PRICE; DEPOSIT.

1.2.1 DEPOSIT AND ESCROW. The purchase price for the Property is Six Million Two Hundred Thousand and 00/100 Dollars (\$6,200,000.00) (the "**Purchase Price**"). Buyer shall, within two (2) business days of the Acceptance Date, deposit earnest money in the amount of One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) into escrow with The Del Toro Law Group, LLC, 73 S.W. Flagler Avenue, Stuart, Florida 34994, Attn: Peter Del Toro, PharmD, Esq., Phone: (772) 252-1951, Email: peter@deltorolawgroup.com ("**Escrow Holder**") (any and all deposits so made by Buyer with Escrow Holder shall hereafter be referred to as the "**Deposit**"). In the event Buyer does not expect to terminate this Agreement by written notice to Seller and Escrow Holder on or before the expiration of the Due Diligence Period as set forth in this Agreement, then the Deposit shall become nonrefundable to Buyer unless the Closing fails to occur due to a Seller default under this Agreement. The Deposit shall be held in escrow by Escrow Holder in an insured, interest-bearing account. As used herein, reference to the "**Deposit**" shall include all interest, if any, earned on the Deposit.

1.2.2 BALANCE OF PURCHASE PRICE. The balance of the Purchase Price, less the Deposit and any apportionments set forth in Section 6.4 below, shall be paid in full by Buyer at the Closing by wire transfer of immediately available funds as Seller shall direct.

1.2.3 INDEPENDENT CONSIDERATION. Notwithstanding the foregoing, the sum of One Hundred and 00/100 Dollars (\$100.00) out of the Deposit shall be deemed to be independent consideration (the "**Independent Consideration**") for the execution of this Agreement by Seller. Such Independent Consideration will, upon any termination of this Agreement prior to Closing, be paid by Escrow Holder to Seller as separate and additional consideration for this Agreement and Seller's agreements and obligations hereunder. The Independent Consideration is deemed earned by Seller as of the Acceptance Date and is non-refundable in all events; provided, however, that if the Closing occurs, such amount will be credited by Seller against the Purchase Price.

ARTICLE II

TITLE AND SURVEY MATTERS

2.1. TITLE COMMITMENT AND SURVEY. Following the Acceptance Date, Buyer shall have the right, at Buyer's sole cost and expense, to (i) order a commitment from Rickey L. Farrell, Attorney at Law, P.A., as title agent for Old Republic National Title Insurance Company (the "**Title Company**") for an owner's title insurance policy with respect to the Property (the "**Title Commitment**"), and/or (ii) obtain a new or updated survey of the Real Property by a licensed surveyor or registered professional engineer (the "**Survey**").

2.1.1 REVIEW OF TITLE COMMITMENT AND SURVEY; OBJECTIONS; APPROVAL OR TERMINATION. On or before the date that is five (5) business days prior to the expiration of the Due Diligence Period, Buyer may deliver to Seller a notice (the "**Objection Notice**") of any matters shown on the Title Commitment and/or the Survey that are not acceptable to Buyer. Buyer's failure to timely deliver the Objection Notice shall be deemed to constitute Buyer's approval of all matters disclosed in the Title Commitment and the Survey. If Buyer timely delivers the Objection Notice, Seller shall have three (3) business days from the receipt of the Objection Notice to notify Buyer in writing whether Seller elects, in its sole discretion, to remove or otherwise cure or endorse over any objections set forth in the Objection Notice on or prior to the Closing ("**Seller Response Notice**"); provided, however, that notwithstanding anything to the contrary contained in this Agreement, Seller shall only be obligated to cure and cause to be removed from record or endorsed over on or prior to the Closing any of the following matters affecting the Property (collectively, "**Seller Encumbrances**"): (a) mortgage or deed of trust liens encumbering fee title to the Property securing indebtedness of Seller to the mortgagee or beneficiary thereof; (b) recorded agreements and other items placed against the Property

due to the actions of Seller or its agents, employees or contractors after the Acceptance Date and that are not otherwise expressly permitted under this Agreement; (c) mechanics' liens against the Property arising from or related to work performed by or on behalf of Seller or its agents, employees or contractors; (d) judgment liens against Seller which are recorded against the Property; and (e) except for non-delinquent real property taxes and special assessments, monetary obligations placed against Seller or the Property. Seller's failure to timely deliver Seller's Response Notice shall be deemed to be Seller's election not to attempt to remove or otherwise cure any objections set forth in the Objection Notice. If Seller elects in Seller's Response Notice (or is deemed to have elected) not to cure any objection(s) set forth in the Objection Notice, then within two (2) business days following such election (or deemed election) by Seller, Buyer may elect, as its sole and exclusive remedy, to either (i) terminate this Agreement, in which event the Deposit shall be returned to Buyer, and thereafter the parties shall have no further rights or obligations hereunder except for those which expressly survive the Closing or earlier termination of this Agreement; or (ii) waive such objection(s) and proceed to Closing without any adjustment of the Purchase Price. If Buyer fails to timely deliver written notice of its election to terminate this Agreement or to waive its prior objection(s) as set forth in this Section 2.1.1 above, then Buyer shall be deemed to have elected to waive its objection(s) as set forth in clause (ii) above.

2.1.2 ADDITIONAL TITLE MATTERS. In addition, Buyer shall have the right to notify Seller of any additional title objections ("**Additional Matters**") that first appear on any updates to the Title Commitment issued after the expiration of the Due Diligence Period, so long as Buyer makes such objections in writing to Seller within two (2) business days after Buyer's receipt of such updated or supplemental Title Commitment ("**Supplemental Commitment**") (but in any event, prior to the Closing). In the event that Buyer delivers written notice to Seller of any Additional Matters set forth in a Supplemental Commitment, the parties shall follow the same procedures set forth in Section 2.1.1 above applicable to any objections set forth in the Objection Notice.

2.1.3 PERMITTED EXCEPTIONS. The following shall be "**Permitted Exceptions**" under this Agreement and deemed consented to by Buyer: (i) all matters affecting the Property expressly disclosed in either the Title Commitment or the Survey that are not timely objected to by Buyer in an Objection Notice or as Additional Matters, or which are waived (or deemed waived) by Buyer, pursuant to Section 2.1.1 above, (ii) non-delinquent real property taxes and special assessments which are due and payable after the Closing Date, and (iii) any matters which would be disclosed by an accurate survey or physical inspection of the Property.

ARTICLE III

BUYER INSPECTIONS; DUE DILIGENCE PERIOD

3.1. ACCESS. Subject to the terms of this Section 3.1, from and after the Acceptance Date through the Closing, Buyer, personally or through its authorized agents or representatives (including, without limitation, architects, engineers, property managers, surveyors, contractors, consultants, lender's representatives and insurance inspectors) ("**Buyer's Agents**"), shall be entitled to make such investigations of the Property (the "**Inspections**") as Buyer deems reasonably necessary or advisable. Buyer shall have the right, as part of the Inspections, to conduct an appraisal, a property condition site assessment and/or a Phase I environmental site assessment, but shall not conduct any invasive or destructive testing (including, without limitation, any Phase II environmental site assessment, soils borings, soil sampling, ground water testing, or invasive sampling of building materials) at the Property without Seller's prior written consent, which consent may be conditioned or withheld in Seller's sole discretion. Prior to conducting any Inspections, whether by Buyer or Buyer's Agents, Buyer shall, at Buyer's sole cost and expense, deliver certificates to Seller evidencing that Buyer and each of Buyer's Agents conducting such Inspections carries commercial general liability insurance from an insurer reasonably acceptable to Seller, in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence, with an annual aggregate limit of at least Two Million and No/100

Dollars (\$2,000,000.00), which insurance shall provide coverage against any claim for personal injury or liability or property damage caused by Buyer or Buyer's Agents in connection with any entry onto the Property by Buyer or Buyer's Agents (including, without limitation, in connection with any Inspections), and which will name Seller as an additional insured under such policy. After performing any Inspections, Buyer shall restore the Property to the condition existing immediately prior to such Inspections and repair any damage to the Property caused thereby. Buyer hereby agrees to keep the Property free from all liens related to or caused by any Inspections, and, except to the extent resulting from the gross negligence or willful misconduct of Seller, Seller's trustees, beneficiaries, agents and employees, and their respective successors and assigns (collectively, "**Seller's Agents**") to indemnify, defend and hold harmless Seller and Seller's Agents from and against any and all claims, actions, losses, liabilities, damages, costs and out-of-pocket expenses (including, without limitation, reasonable attorneys' fees and costs) incurred, suffered by or claimed against Seller and arising out of the Inspections; provided, however, and notwithstanding the foregoing, that Buyer shall not be liable for any pre-existing conditions at the Property, except to the extent that any Inspections exacerbate such pre-existing condition. The provisions of the immediately preceding sentence shall expressly survive the Closing or earlier termination of this Agreement and shall not be subject to the damages limitation set forth in Section 8.1 below.

3.2. DUE DILIGENCE DOCUMENTS. Seller, within five (5) days following the Acceptance Date, shall deliver to Buyer copies of the following items, to the extent in Seller's possession or reasonable control (the "**Due Diligence Documents**"), and Buyer agrees to keep the same confidential and to not disclose the contents thereof to any third party other than Buyer's attorneys, prospective investors or lenders and third party consultants as is necessary to perform its assessment of the Property: (i) Seller's most recent environmental reports relating to the Property; (ii) Seller's most recent commitment or policy of title insurance; (iii) Seller's most recent survey of the Property; (iv) the most recent tax and utility bills relating to the Property; (v) Seller's most recent property condition assessment report; (vi) Seller's most recent zoning report relating to the Property; (vii) any effective service or maintenance contracts relating to the Property; and (viii) any other documents relating to the Property in Seller's possession or reasonable control. Seller makes no representation or warranty whatsoever with respect to the Due Diligence Documents or the contents thereof, other than that, to Seller's actual knowledge, the Due Diligence Documents are true and correct copies of such documents that are in Seller's possession. Buyer shall undertake its own investigation of the Property and shall rely solely thereon in determining whether to proceed with this transaction.

3.3. DUE DILIGENCE PERIOD. Buyer shall have until 5:00 p.m., Pacific Time, on the date which is thirty (30) days after the Acceptance Date (the "**Due Diligence Period**") to review the Due Diligence Documents and to perform its investigations and Inspections of the Property. Prior to the expiration of the Due Diligence Period, Buyer shall have the unilateral right to terminate this Agreement by delivering written notice of such election to Seller and Escrow Holder on or before the expiration of the Due Diligence Period, in which event the Deposit shall be returned to Buyer and thereafter the parties shall have no further rights or obligations hereunder, except for those which expressly survive the Closing or earlier termination of this Agreement. If Buyer fails to timely deliver such written notice to Seller and Escrow Holder, then Buyer shall be deemed to have approved the Due Diligence Documents and the Property and shall be obligated to proceed to the Closing pursuant to the terms of this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

4.1. SELLER'S REPRESENTATIONS AND WARRANTIES; SURVIVAL.

4.1.1 SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer as follows, each of which are true as of the Acceptance Date and shall be true as of the date of Closing:

4.1.1.1 Seller is a validly formed trust in the state of California. Seller has full power and authority to execute and enter into this Agreement and any documents, instruments (including, without limitation, any deeds or assignments), and other agreements executed and delivered by the parties hereto at or in connection with the Closing (the "**Closing Documents**"), to perform this Agreement and the Closing Documents and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the Closing Documents in accordance with their terms will not result in a breach of any of the terms or provisions of or constitute a default under any agreement and/or instrument to which Seller is a party. This Agreement is a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

4.1.1.2 Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended.

4.1.1.3 Seller is not a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

4.1.1.4 Seller has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (e) admitted in writing its inability to pay its debts as they come due, or (f) made an offer of settlement, extension or composition to its creditors generally.

4.1.1.5 There are no effective leases, licenses, or other agreements for use or occupancy of the Property or any portion thereof to which Seller is party.

4.1.1.6 Seller has not received written notice of any actions, suits or other litigation or alternative dispute resolution proceedings pending against Seller or the Property or any portion thereof, and, to Seller's knowledge, there are no threatened actions, suits or proceedings against Seller or the Property or any portion thereof.

4.1.1.7 Seller has not received written notice of any pending condemnation proceedings against the Property or any portion thereof and, to Seller's knowledge, there is no threatened or contemplated condemnation of the Property or any portion thereof.

4.1.1.8 Seller has not received written notice from governmental authorities of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property.

4.1.1.9 No person or entity, except Buyer, has been granted any purchase options, rights of first refusal to purchase or other purchase rights with respect to the Property.

4.1.1.10 Except as disclosed in the Due Diligence Documents, there are no service contracts affecting the Property to which Seller is a party and which will affect the Property following the Closing Date.

4.1.1.11 The Due Diligence Documents include all notices, reports and/or correspondence relating to the environmental condition of the Property in Seller's possession or control.

4.1.2 SELLER'S KNOWLEDGE. As used herein, the phrase "to Seller's knowledge" or words of similar import shall mean the actual (and not constructive or imputed) knowledge, as of the Effective Date, of Thomas P. Gallagher and Thomas D. Gordon, who are the co-Trustees of Seller, and shall not be construed, by imputation or otherwise, to refer to the knowledge of Seller or any parent, subsidiary or affiliate of Seller or to any other officer, agent, manager, representative or employee of Seller, or to impose upon Thomas P. Gallagher or Thomas D. Gordon any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains. Notwithstanding anything to the contrary set forth in this Agreement, neither Thomas P. Gallagher or Thomas D. Gordon shall have any personal liability hereunder.

4.1.3 UPDATE AND SURVIVAL. The representations of Seller set forth in Section 4.1.1 above, and any update of such representations shall survive the Closing for a period of twelve (12) months (the "**Survival Period**"); provided, however, that except with respect to fraudulent misrepresentations made by Seller in no event shall Seller's liability after the Closing for a breach of the representations that survive the Closing exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) in the aggregate (the "**Representation Liability Cap**"). No claim for a breach of any representation or warranty of Seller shall be actionable or payable (a) if the breach in question results from or is based on a condition, state of facts or other matter which was actually known to Buyer prior to Closing, and (b) unless a written notice containing a description of the specific nature of such breach shall have been given by Buyer to Seller prior to the expiration of the Survival Period and an action shall have been commenced by Buyer against Seller within the Survival Period.

4.1.4 LIABILITY FOR MISREPRESENTATIONS. If, prior to the Closing, Buyer shall obtain actual knowledge that any representation of Seller shall fail to be true in any material and adverse respect, Buyer's sole remedy shall be to terminate this Agreement by written notice to Seller and Escrow Holder and receive a return of the Deposit and reimbursement from Seller for all actual and reasonable third party, out-of-pocket costs and expenses incurred by Buyer in connection with this transaction, in an amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "**Reimbursement Cap**") (provided that the Reimbursement Cap shall not apply to the extent of any fraudulent misrepresentations made by Seller), and upon such termination by Buyer, this Agreement shall be null and void and of no further force or effect and, except for those provisions expressly stated to survive the termination of this Agreement, neither party shall have any rights or obligations against or to the other. Notwithstanding the foregoing or anything to the contrary set forth herein, Seller shall have the option, but not the obligation, to rescind Buyer's termination of this Agreement and adjourn the Closing for a period not to exceed thirty (30) days beyond the date scheduled for the Closing in order to make such representation true. If the Closing shall take place without Buyer making an objection to an untrue representation of which Buyer has actual knowledge, Buyer shall be deemed to have waived all liability of Seller by reason of such untrue representation. For purposes hereof, a representation or warranty of Seller shall not be deemed to have been breached or defaulted if the representation or warranty is not true and correct in all material respects as of the Closing Date as a result of changed facts or circumstances arising after the date of this Agreement and which is not a result of a breach by Seller of its obligations under this Agreement or any affirmative act of Seller; provided that Buyer shall be entitled to terminate this Agreement in connection with such untrue and incorrect representation or warranty by delivering written notice to Seller and Escrow Holder in the event that such changed facts or circumstances materially and adversely affects the value of the Property or Buyer's intended use of the Property, in which event the Deposit shall be returned to Buyer and thereafter the parties shall have no further rights or obligations hereunder except for those which expressly survive the Closing or earlier termination of this Agreement. For purposes of this Section 4.1.4, Buyer's "knowledge" is deemed to include, without limitation, any and all matters expressly contained in the Due Diligence Documents delivered to Buyer by or on behalf of Seller. The provisions of this Section 4.1.4 shall survive the Closing or earlier termination of this Agreement.

4.2. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer represents and warrants to Seller as follows, each of which are true as of the Acceptance Date and shall be true as of the date of Closing:

4.2.1 If Buyer is a corporation, limited liability company, partnership or limited partnership, Buyer is duly formed, validly existing and in good standing under the laws of the State of formation. Buyer has full power and authority to execute and enter into this Agreement and the Closing Documents, to perform this Agreement and the Closing Documents and to consummate the transactions contemplated thereby. The execution, delivery and performance of this Agreement and the Closing Documents in accordance with their terms will not result in a breach of any of the terms or provisions of or constitute a default under any agreement and/or instrument to which Buyer is a party. This Agreement is a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

4.2.2 Buyer is not a person or entity with whom United States persons or entities are restricted from doing business under regulations of OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

4.2.3 Buyer has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Buyer's creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of Buyer's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (e) admitted in writing its inability to pay its debts as they come due, or (f) made an offer of settlement, extension or composition to its creditors generally.

ARTICLE V

PROPERTY CONVEYED AS-IS

5.1. **PROPERTY CONVEYED AS-IS.** Buyer acknowledges and agrees that (a) Buyer has, or will have prior to the expiration of the Due Diligence Period, independently examined, inspected, and investigated to the full satisfaction of Buyer, the physical nature and condition of the Property, including, without limitation, its environmental condition, and the income, operating expenses and carrying charges affecting the Property, (b) except for Seller's representations, warranties and covenants as expressly set forth in this Agreement and the Closing Documents, neither Seller nor any agent, member, officer, partner, employee, representative, broker or third party consultant of Seller has made any representation whatsoever regarding the subject matter of this Agreement or any part thereof, including (without limiting the generality of the foregoing) representations as to the physical nature or environmental condition of the Property, the existence or non-existence of petroleum, asbestos, lead paint, fungi, including mold, or other microbial contamination, hazardous substances or wastes, underground or above ground storage tanks or any other environmental hazards on, under or about the Property, the Lease, operating expenses or carrying charges affecting the Property, any due diligence materials delivered to Buyer by, or on behalf of, Seller, the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental or quasi-governmental authority or the habitability, merchantability, marketability, profitability, fitness or development of the Property for any purpose, and (c) except as expressly set forth in this Agreement and the Closing Documents, Buyer, in executing, delivering and performing this Agreement, does not rely upon any statement, offering material, operating statement, historical budget, engineering structural report, any environmental reports, information, or representation to whomsoever made or given (including, without limitation, all of the Due Diligence Documents), whether to Buyer or others, whether with respect to the Property and whether directly or indirectly, orally or in writing, made by any person, firm or corporation except as expressly set forth herein and the Closing

Documents, and Buyer acknowledges that any such statement, information, offering material, operating statement, historical budget, report or representation, if any, does not represent or guarantee future performance of the Property. Without limiting the foregoing, but in addition thereto, except for Seller's representations, warranties and covenants as expressly set forth in this Agreement and the Closing Documents, Seller shall deliver, and Buyer shall take, the Property in its "as is" "where is" condition and with all faults on the Closing Date, including without limitation, any notes or notices or violations of law or municipal ordinances, orders or requirements imposed or issued by any governmental or quasi-governmental authority having or asserting jurisdiction, against or affecting the Property and any conditions which may result in violations. The provisions of this Section 5.1 shall survive the Closing or the earlier termination of this Agreement.

5.2. RELEASE. Subject to the express rights and remedies reserved to Buyer in this Agreement, and except with respect to fraud in the inducement by Seller, Buyer hereby waives, releases and forever discharges Seller, its affiliates, subsidiaries, officers, directors, shareholders, employees, independent contractors, partners, representatives, agents, successors and assigns (collectively, the "**Released Parties**"), and each of them, from any and all causes of action, claims, assessments, losses, damages (compensatory, punitive or other), liabilities, obligations, reimbursements, costs and expenses of any kind or nature, actual, contingent, present, future, known or unknown, suspected or unsuspected, including, without limitation, interest, penalties, fines, and attorneys' and experts' fees and expenses, whether caused by, arising from, or premised, in whole or in part, upon Seller's acts or omissions, and notwithstanding that such acts or omissions are negligent or intentional, or premised in whole or in part on any theory of strict or absolute liability, which Buyer, its successors or assigns or any subsequent buyer of the Property may have or incur in any manner or way connected with, arising from, or related to the Property, including without limitation (i) the condition of the Property, or (ii) actual or alleged violations of laws or regulations in connection with the Property and/or any property conditions. Buyer agrees, represents and warrants that the matters released herein are not limited to matters which are known, disclosed, suspected or foreseeable, and Buyer hereby waives any and all rights and benefits which it now has, or in the future may have, conferred upon Buyer by virtue of the provisions of any law which would limit or detract from the foregoing general release of known and unknown claims. The provisions of this Section 5.2 shall survive the Closing or termination of this Agreement.

ARTICLE VI

CLOSING

6.1. CLOSING. The closing of the transaction contemplated by this Agreement (the "**Closing**") shall take place through an escrow with Escrow Holder on date agreed to in writing by the parties hereto which is not more than seventy (70) days after the expiration of the Due Diligence Period (the "**Closing Date**"), as evidenced by the confirmed recording of the Deed (defined below); provided, however, that (i) the Closing shall occur on a business day, and (ii) in no event shall the Closing occur on a Monday.

6.2. SELLER'S CLOSING DELIVERIES. At least one (1) business day prior to the Closing Date, Seller will deposit with Escrow Holder the following items (collectively, "**Seller's Closing Deliveries**"):

6.2.1 A special warranty deed (the "**Deed**"), in the form of Exhibit C attached hereto, duly executed and acknowledged by Seller;

6.2.2 Two (2) counterparts of a general assignment and bill of sale (the "**General Assignment**"), in the form of Exhibit D attached hereto, executed by Seller;

6.2.3 A non-foreign person affidavit as required by Section 1445 of the Internal Revenue Code, executed by Seller;

6.2.4 A certificate of trust in Seller's standard form, duly executed (and, if required to be recorded by the County in which the Property is located, authorized) by Seller;

6.2.5 Any transfer documents required by state or local laws; and

6.2.6 A customary seller's affidavit in the form of Exhibit E attached hereto, executed by Seller, and such other commercially reasonable and customary documents as Escrow Holder may reasonably require of Seller to complete the transaction contemplated by this Agreement.

6.3. BUYER'S CLOSING DELIVERIES. At least one (1) business day prior to the Closing Date (except with respect to the balance of the Purchase Price, which shall be timely delivered to Escrow Holder in order to effectuate the Closing on the Closing Date), Buyer will deposit with Escrow Holder the following items (collectively, "**Buyer's Closing Deliveries**"):

6.3.1 Immediately available federal funds sufficient to pay the balance of the Purchase Price as provided in Section 1.2.2 above;

6.3.2 Two (2) counterparts of the General Assignment, executed by Buyer;

6.3.3 Such evidence or documents as may reasonably be required by Seller and/or the Title Company evidencing the power and authority of the Buyer and the due authority of, and execution and delivery by, any person or persons who are executing any of the documents required in connection with the purchase of the Property by Buyer;

6.3.4 Any transfer documents required by state or local laws; and

6.3.5 Such other commercially reasonable and customary documents as Escrow Holder may reasonably require of Buyer to complete the transaction contemplated by this Agreement.

6.4. CLOSING COSTS, PRORATIONS AND CREDITS.

6.4.1 CLOSING COSTS. Except as otherwise provided herein, Buyer and Seller shall each pay their own legal fees related to the preparation of this Agreement and all documents required to close the transaction contemplated hereby. Buyer shall pay (i) all costs associated with its investigation of the Property, including the cost of the Title Commitment, the Survey and any Inspections; (ii) the title premium attributable to the extended coverage portion of the owner's title policy (if applicable) issued by the Title Company to Buyer at the Closing (the "**Title Policy**"), and the cost of any title endorsements requested by Buyer (other than those required to eliminate any Seller Encumbrances or any objections set forth in the Objection Notice which Seller elected to endorse over, as set forth in Section 2.1.1 above); (iii) all costs (including any title premium) attributable to any lender's title policy requested by Buyer or its lender in connection with this transaction; and (iv) fifty percent (50%) of all escrow and title charges. Seller shall pay (a) the title premium attributable to the standard coverage portion of the Title Policy and the cost of any title endorsements required to eliminate any Seller Encumbrances or any objections set forth in the Objection Notice which Seller elected to endorse over, as set forth in Section 2.1.1 above; (b) the recording fee for the Deed and any real property transfer taxes; and (c) fifty percent (50%) of all escrow and title charges. All other customary purchase and sale closing costs shall be paid by Seller or Buyer in accordance with the custom in the jurisdiction where the Property is located.

6.4.2 PRORATIONS. Seller and Buyer will prorate, as of 12:01 a.m., Eastern Time, on the Closing Date, any income and expenses from the operation of the Property (including utilities and

property taxes and assessments), except insurance premiums and utility deposits shall not be prorated but shall remain for the account of Seller. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income and responsible for the expenses, for the entire day upon which the Closing occurs. If, at the time of the Closing, the tax rate or the assessed valuation of Property has not been fixed, the apportionment of taxes will be based upon the most recently established tax rate applied to the latest assessed valuation (taking into account the maximum discount for early payment). Seller shall pay all installments of special assessments due and payable prior to the Closing Date and Buyer shall pay all installments of special assessments due and payable on and after the Closing Date that relate to the period from and after the Closing Date. If any expenses (other than taxes) cannot be determined finally as of the Closing, such expenses will be prorated on the best available information. Adjustments to the prorations will be made from time to time after the Closing to take account of final information as to expenses estimated as of the Closing that were not included in the prorations calculated at the Closing, and Buyer or Seller, as applicable, will pay the other on demand such amounts as may be appropriate based on such adjustments, together with interest at ten percent (10%) per annum from the date of demand if such amount remains unpaid more than thirty (30) days after written demand. Any re-proration of expenses must be completed within ninety (90) days after Closing or, in the case of taxes, within ninety (90) days after the 2019 tax bills are issued, and neither Buyer nor Seller will be entitled to request a payment on account of re-prorations after such date.

6.4.3 SURVIVAL. The provisions of this Section 6.4 shall survive the Closing.

ARTICLE VII

ONGOING OPERATIONS

7.1. LEASING ACTIVITIES. Following the Acceptance Date and prior to the Closing Seller shall not enter into any lease or other occupancy agreement for the Property without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole and absolute discretion.

7.2. SERVICE CONTRACTS. Following the Acceptance Date and prior to the Closing Seller shall not enter into any new service or other contracts or agreements for the operation or maintenance of the Property which would bind the Property or Buyer after the Closing, without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole and absolute discretion.

7.3. ENCUMBRANCES. Following the Acceptance Date and prior to the Closing Seller shall not, without the prior written consent of Buyer, in Buyer's sole and absolute discretion, sell, mortgage, pledge, encumber, hypothecate or otherwise transfer or dispose of all or any part of the Property or any interest therein, or consent to, approve or otherwise take any action with respect to zoning or any other governmental rules or regulations presently applicable to all or any part of the Property.

ARTICLE VIII

DEFAULT AND TERMINATION

8.1. BUYER DEFAULT. If Buyer shall fail to perform its material obligations under the terms of this Agreement, the parties hereby acknowledge and agreed that the actual amount of damages that would be sustained by Seller as a result of such Buyer default under this Agreement is difficult or impossible to ascertain and that in such event Seller, as its sole and exclusive remedy, may terminate this Agreement and its obligation to complete the transaction contemplated hereby and, upon doing so, will be entitled to receive the entire Deposit as liquidated damages. By placing their initials below, Buyer and Seller acknowledge their agreement to this liquidated damages provision. It is agreed that Seller shall not have any cause of action or claim whatsoever against Buyer because of a default under this Agreement by

Buyer, and Seller's sole and exclusive remedy shall be the receipt of the above-referenced sum as liquidated damages. Payment to Seller of the above-referenced sum is not intended as a forfeiture or penalty, but instead is intended to constitute liquidated damages to Seller.



Buyer's Initials

Seller's Initials

8.2. SELLER'S DEFAULT. If Seller shall fail to perform its material obligations under the terms of this Agreement, Buyer's sole remedy for such Seller's default shall be to elect either to (i) terminate this Agreement and receive an immediate refund of the Deposit (together with all interest earned thereon) and reimbursement from Seller for all actual and reasonable third-party, out-of-pocket expenses incurred by Buyer in connection with this transaction, in an amount not to exceed the Reimbursement Cap, and upon the making of such refund and reimbursement, this Agreement shall be null and void and of no further force or effect except for those provisions expressly stated to survive the termination of this Agreement, or (ii) commence an action for specific performance, provided that any such action for specific performance may only be commenced within thirty (30) days following the date on which Buyer obtains actual knowledge of such Seller's default, and provided that if specific performance is unavailable due to an act or omission of Seller, then Buyer shall be entitled to pursue a claim for damages against Seller in an amount not to exceed Buyer's actual damages incurred in connection with the transaction contemplated by this Agreement. Buyer's actual damages shall be defined as Buyer's out-of-pocket costs and expenses incurred in pursuing the purchase of the Property and shall not include lost profits or incidental or consequential damages. Buyer hereby waives all other rights and remedies that it might have, including but not limited to, the right to sue for damages.

ARTICLE IX

CASUALTY OR CONDEMNATION

9.1. CASUALTY. If the Property is damaged by casualty prior to the Closing, Buyer shall have the option, in Buyer's sole and absolute discretion, to elect either to (i) acquire the Property as is (without reduction in the Purchase Price), plus an assignment from Seller without recourse or credit of any insurance proceeds payable by virtue of such loss or damage, plus a credit for any deductible under said policy and a credit for any uninsured loss; or (ii) terminate this Agreement and receive a refund of the Deposit (together with all interest earned thereon), provided that such right must be exercised within ten (10) days from the earlier to occur of (a) the date Seller provides Buyer with written notice of the loss of the event giving rise to such right, or (b) the date Buyer otherwise obtains actual knowledge of the casualty. Buyer's failure to timely deliver written notice of its election to terminate this Agreement pursuant to clause (ii) of this Section 9.1 shall be deemed to be Buyer's election to proceed with the Closing as set forth in item (i) of this Section 9.1.

9.2. CONDEMNATION. In the event that a condemnation proceeding shall be initiated against any portion of the Real Property prior to the Closing, Buyer shall have the option, in Buyer's sole and absolute discretion, to elect to either (i) acquire the Property as is (without reduction in the Purchase Price), plus an assignment from Seller at Closing of all condemnation proceeds payable as a result of such condemnation, or (ii) terminate this Agreement and receive a refund of the Deposit (together with all interest thereon), provided that such right must be exercised within ten (10) days from the earlier to occur of (a) the date Seller provides Buyer with written notice of the condemnation proceeding, or (b) the date Buyer otherwise obtains actual knowledge of the condemnation proceeding. Buyer's failure to timely deliver written notice of its election to terminate this Agreement pursuant to clause (ii) of this Section 9.2 shall be deemed to be Buyer's election to proceed with the Closing as set forth in item (i) of this Section 9.2.

Buyer, and Seller's sole and exclusive remedy shall be the receipt of the above-referenced sum as liquidated damages. Payment to Seller of the above-referenced sum is not intended as a forfeiture or penalty, but instead is intended to constitute liquidated damages to Seller.

Buyer's Initials



Seller's Initials

8.2. SELLER'S DEFAULT. If Seller shall fail to perform its material obligations under the terms of this Agreement, Buyer's sole remedy for such Seller's default shall be to elect either to (i) terminate this Agreement and receive an immediate refund of the Deposit (together with all interest earned thereon) and reimbursement from Seller for all actual and reasonable third-party, out-of-pocket expenses incurred by Buyer in connection with this transaction, in an amount not to exceed the Reimbursement Cap, and upon the making of such refund and reimbursement, this Agreement shall be null and void and of no further force or effect except for those provisions expressly stated to survive the termination of this Agreement, or (ii) commence an action for specific performance, provided that any such action for specific performance may only be commenced within thirty (30) days following the date on which Buyer obtains actual knowledge of such Seller's default, and provided that if specific performance is unavailable due to an act or omission of Seller, then Buyer shall be entitled to pursue a claim for damages against Seller in an amount not to exceed Buyer's actual damages incurred in connection with the transaction contemplated by this Agreement. Buyer's actual damages shall be defined as Buyer's out-of-pocket costs and expenses incurred in pursuing the purchase of the Property and shall not include lost profits or incidental or consequential damages. Buyer hereby waives all other rights and remedies that it might have, including but not limited to, the right to sue for damages.

ARTICLE IX

CASUALTY OR CONDEMNATION

9.1. CASUALTY. If the Property is damaged by casualty prior to the Closing, Buyer shall have the option, in Buyer's sole and absolute discretion, to elect either to (i) acquire the Property as is (without reduction in the Purchase Price), plus an assignment from Seller without recourse or credit of any insurance proceeds payable by virtue of such loss or damage, plus a credit for any deductible under said policy and a credit for any uninsured loss; or (ii) terminate this Agreement and receive a refund of the Deposit (together with all interest earned thereon), provided that such right must be exercised within ten (10) days from the earlier to occur of (a) the date Seller provides Buyer with written notice of the loss of the event giving rise to such right, or (b) the date Buyer otherwise obtains actual knowledge of the casualty. Buyer's failure to timely deliver written notice of its election to terminate this Agreement pursuant to clause (ii) of this Section 9.1 shall be deemed to be Buyer's election to proceed with the Closing as set forth in item (i) of this Section 9.1.

9.2. CONDEMNATION. In the event that a condemnation proceeding shall be initiated against any portion of the Real Property prior to the Closing, Buyer shall have the option, in Buyer's sole and absolute discretion, to elect to either (i) acquire the Property as is (without reduction in the Purchase Price), plus an assignment from Seller at Closing of all condemnation proceeds payable as a result of such condemnation, or (ii) terminate this Agreement and receive a refund of the Deposit (together with all interest thereon), provided that such right must be exercised within ten (10) days from the earlier to occur of (a) the date Seller provides Buyer with written notice of the condemnation proceeding, or (b) the date Buyer otherwise obtains actual knowledge of the condemnation proceeding. Buyer's failure to timely deliver written notice of its election to terminate this Agreement pursuant to clause (ii) of this Section 9.2 shall be deemed to be Buyer's election to proceed with the Closing as set forth in item (i) of this Section 9.2.

ARTICLE X

BROKERS

Seller and Buyer represent to each other that neither party has dealt with any broker or real estate consultant other than Commercial Real Estate, LLC ("**Buyer's Broker**") and CBRE ("**Seller's Broker**") and, together with Buyer's Broker, the "**Brokers**") in connection with the transaction contemplated by this Agreement. Seller agrees to pay all fees, commissions or other charges due to Seller's Broker, if, as and when there is a Closing hereunder, pursuant to Seller's separate agreement with Seller's Broker. Seller's Broker shall pay all fees, commissions or other charges due to Buyer's Broker, if, as and when there is a Closing hereunder, pursuant to a separate agreement between Seller's Broker and Buyer's Broker. Seller and Buyer shall indemnify and hold the other free and harmless from and against any liabilities, damages, costs or expenses (including, but not limited to, reasonable attorneys' fees and disbursements) suffered by the indemnified party arising from a misrepresentation or a breach of any covenant made by the indemnifying party pursuant to this Section. The provisions of this Section shall survive the Closing or earlier termination of this Contract.

ARTICLE XI

MISCELLANEOUS

11.1. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements between the parties. All Exhibits and Schedules attached hereto are a part of this Agreement and are incorporated herein by reference.

11.2. SURVIVAL. Subject to Sections 4.1.3 and 6.4.2 of this Agreement, all covenants, undertakings and obligations under this Agreement and all representations and warranties contained in this Agreement will survive the Closing and will not be merged into the Deed or other documents delivered pursuant to this Agreement.

11.3. NO THIRD-PARTY BENEFICIARIES. The parties acknowledge and agree that there are no third-party beneficiaries of this Agreement.

11.4. SUCCESSORS AND PERMITTED ASSIGNS. This Agreement shall be binding and inure to the benefit of the heirs, successors, agents, representatives and assigns of the parties hereto. Buyer shall not assign its interest in this Agreement without Seller's prior written consent, which consent may be withheld by Seller in its sole discretion. Notwithstanding the foregoing or anything to the contrary contained herein, Seller's consent shall not be required in the event Buyer's assignee is a business entity controlled and/or managed by, or under common control with, Buyer; provided that (i) such assignment shall be in writing; (ii) Buyer's obligations under this Agreement shall be assumed in writing by the assignee in form reasonably acceptable to Seller; (iii) a counterpart of the assignment and assumption agreement shall be delivered to Seller no later than the date which is five (5) business days prior to the Closing Date; (iv) any assignee of Buyer shall be in a position to make the representations and warranties of Buyer set forth in Section 4.2 above at the Closing; and (v) Buyer shall remain fully liable with the Assignee for full performance of the Buyer's obligations under this Agreement.

11.5. ATTORNEYS' FEES. If litigation is commenced by Buyer or Seller against the other party in connection with this Agreement or the transaction contemplated hereby, the party prevailing in the litigation will be entitled to collect from the other party the expense (including fees and disbursements of attorneys and other professionals and court costs) incurred in connection with the litigation. Determination of whether a party has prevailed in litigation will be judged against the final settlement offers before trial.

With a copy to: Rickey L. Farrell, Attorney at Law, PA
1597 SE Port St. Lucie Boulevard
Port St. Lucie, Florida 34952
Email: rick.farrell@bellsouth.net

Notices on behalf of the respective parties may be given by their attorneys and such notices shall have the same effect as if in fact subscribed by the party on whose behalf it is given. Notwithstanding the foregoing provisions of this Section 11.8, (a) notices sent by U.S. Mail shall be deemed served three (3) days after mailing, (b) notices served by hand delivery shall be deemed served on the date of delivery if delivered at or prior to 5:00 p.m. in the receiving location on a business day and on the next business day if delivered after 5:00 p.m. in the receiving location on a business day or at any time on a non-business day, and (c) notices served by email shall be deemed served when such email is transmitted to the notice address and shall be deemed received on that same day unless given after 5:00 p.m. in the receiving location, in which case such receipt shall be the next business day, or at any time on a non-business day. Notwithstanding anything to the contrary set forth herein, notice(s) which advise the other party of a change of address of the party sending such notice or of such party's attorney, which notice shall not be deemed served until actually received by the party to whom such notice is addressed, or delivery is refused by such party.

11.9. TIME PERIODS. If the time for performance of any obligation hereunder expires on a day that is not a business day, the time for performance shall be extended to the next business day. As used herein, the term "**business day**" means any day other than Saturday, Sunday and any day which is a legal holiday in the State of Florida.

11.10. HEADINGS. The Section headings contained in this Agreement are for convenience of reference only and are not intended to delineate or limit the meaning of any provision of this Agreement or be considered in construing or interpreting the provisions of this Agreement.

11.11. MODIFICATION OF AGREEMENT. No modification of this Agreement shall be deemed effective unless in writing and signed by the party against whom enforcement is sought.

11.12. FURTHER INSTRUMENTS. Each party, promptly upon the request of the other, shall execute and have acknowledged and delivered to the other or to the Escrow Holder, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions of this Agreement. This provision shall survive the Closing.

11.13. CONSTRUCTION OF AGREEMENT. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Buyer and Seller have contributed substantially and materially to the preparation of this Agreement.

11.14. SEVERABILITY. The parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision in this Agreement is found by a court of law to be in violation of any applicable local, state or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable provision were not contained herein, and that the rights, obligations and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

11.15. SECTION 1031 EXCHANGE. Either party may consummate the purchase or sale of the Property as part of a so-called like kind exchange (an "Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, provided that (i) the Closing shall not be delayed or affected by reason of an Exchange nor shall the consummation or accomplishment of any Exchange be a condition precedent or condition subsequent to a party's obligations under this Agreement; (ii) any party desiring an Exchange shall effect its Exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary and the other party shall not be required to take an assignment of the purchase agreement for the relinquished or replacement property or be required to acquire or hold title to any real property for purposes of consummating such Exchange; and (iii) the party desiring an Exchange shall pay any additional costs that would not otherwise have been incurred by Buyer or Seller had such party not consummated its purchase or sale through an Exchange. The non-exchanging party shall reasonably cooperate with the exchanging party as necessary or required to effectuate the Exchange. Neither party shall by this agreement or acquiescence to an Exchange desired by the other party (1) have its rights under this Agreement affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to the other party that such party's Exchange in fact complies with Section 1031 of the Internal Revenue Code of 1986.

11.16. CONFIDENTIALITY. Seller and Buyer hereby covenant and agree that, at all times after the date hereof and prior to the Closing, unless consented to in writing by the other party, no press release or other public disclosure concerning this transaction shall be made, and each party agrees to use its good faith, commercially reasonable efforts to prevent disclosure of this transaction, other than (a) only to the extent necessary, to consultants, contractors, agents, accountants, attorneys, employees, tenants, potential and existing tenants, potential lenders, governmental agencies and affiliates of the parties who are involved in the ordinary course of business with this transaction and prospective investors and lenders, all of which shall be instructed to comply with the nondisclosure provisions hereof; (b) in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction; and (c) in any filings with governmental authorities required by reason of the transactions provided for herein. Buyer hereby covenants and agrees that, at all times after the date of execution hereof and prior to the Closing, unless consented to in writing by Seller, Buyer will keep in strict confidence, and shall not disclose, the contents of, or Buyer's analysis of the contents of, any documentation made available to Buyer by Seller or any of Seller's agents in connection with this transaction (including, without limitation, any of the Due Diligence Documents), or the content of any appraisal, engineering, environmental or other third party report prepared on behalf of Buyer in connection with its due diligence of the Property and the transaction contemplated by this Agreement, subject to the qualifications set forth in subsections (a), (b), and (c) in the preceding sentence. Nothing herein shall apply to any information that is in the public domain other than as a result of a breach of this Section 11.16.

11.17. COUNTERPARTS. This Agreement may be executed by both parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement. Handwritten signatures to this Agreement transmitted by electronic transmission (for example, through use of a Portable Document Format or "PDF" file or through a "JPEG" or other picture format file) shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver to the other party an executed original of this Agreement with its actual signature, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own electronically transmitted handwritten signature and shall accept the electronically transmitted handwritten signature of the other party to this Agreement.

11.18. EXCLUSIVE. Seller agrees that it will not negotiate for, nor accept any offers to purchase the Property from any other party during the period commencing on the Acceptance Date and expiring upon the earlier to occur of (i) the date that is ninety (90) days following the Acceptance Date, and (ii) the termination of this Agreement for reasons other than Seller's default.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SELLER:

THOMAS P. GALLAGHER AND THOMAS D. GORDON, AS CO-TRUSTEES OF THE DON LEVIN TRUST DATED AUGUST 30, 1991, AS AMENDED

By: _____
Thomas P. Gallagher, Co-Trustee

By: _____
Thomas D. Gordon, Co-Trustee

BUYER:

ST JAMES CHRISTIAN ACADEMY, INC.,
a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SELLER:

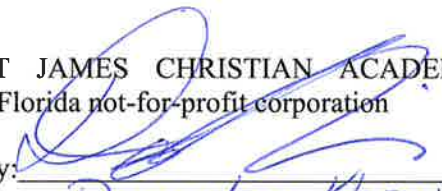
THOMAS P. GALLAGHER AND THOMAS D. GORDON, AS CO-TRUSTEES OF THE DON LEVIN TRUST DATED AUGUST 30, 1991, AS AMENDED

By: _____
Thomas P. Gallagher, Co-Trustee

By: _____
Thomas D. Gordon, Co-Trustee

BUYER:

ST JAMES CHRISTIAN ACADEMY, INC.,
a Florida not-for-profit corporation

By: 
Name: Donnetyn Khourie
Title: Director / President

CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder hereby agrees to (i) accept the foregoing Agreement, (ii) be Escrow Holder under said Agreement and (iii) be bound by said Agreement in the performance of its duties as Escrow Holder; provided, however, the undersigned shall have no obligations, liability or responsibility under this Consent or otherwise unless and until said Agreement, fully signed by the parties, has been delivered to the undersigned.

THE DEL TORO LAW GROUP, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 22 AND THE CENTER-LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 89° 20' 00" EAST, ALONG SAID QUARTER-SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 00° 01' 00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1261.19 FEET; THENCE SOUTH 89° 20' 00" EAST, PARALLEL WITH SAID QUARTER-SECTION LINE, A DISTANCE OF 83.00 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE SOUTH 89° 20' 00" EAST, A DISTANCE OF 307.52 FEET; THENCE, SOUTH 00° 40' 00" WEST, A DISTANCE OF 142.00 FEET; THENCE, NORTH 89° 20' 00" WEST PARALLEL WITH SAID QUARTER-SECTION LINE, A DISTANCE OF 306.00 FEET; THENCE, NORTH 00° 03' 00" EAST, ALONG A LINE 83.00 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 142.01 FEET OF THE POINT OF BEGINNING;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER ALL THAT PART OF THAT CERTAIN 83 FOOT WIDE STRIP OF LAND, LYING EASTERLY OF THE RIGHT OF WAY FOR U.S. HIGHWAY NO. 1 AND WESTERLY AND CONTIGUOUS TO THE ABOVE DESCRIBED PARCEL OF LAND.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 388, PAGE 1393, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 372, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL II:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 22 AND THE CENTERLINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 89°20'00" EAST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 00°03'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 753.20 FEET TO THE NORTHWEST CORNER OF PARCEL ONE, AS DESCRIBED HEREON; THENCE, SOUTH 89°20'00" EAST, ALONG THE NORTH LINE OF SAID PARCEL ONE, A DISTANCE OF 343.04 FEET; THENCE, SOUTH 00°40'00" EAST, DEPARTING THE NORTH LINE OF SAID PARCEL ONE, A DISTANCE OF 31.96 FEET TO THE NORTHWEST CORNER OF AN EXISTING TWO-STORY BUILDING AND THE POINT OF BEGINNING;

THENCE, SOUTH 89°19'41" EAST, ALONG THE NORTH FACE OF SAID TWO-STORY BUILDING AND ITS EASTERLY PROLONGATION, A DISTANCE OF 326.62 FEET; THENCE, SOUTH 00°40'36" WEST, ALONG A LINE PARALLEL WITH AND 21.50 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 166.17 FEET, MORE OR LESS, TO THE NORTHERLY FACE OF AN EXISTING ONE-STORY BUILDING; THENCE, NORTH 89°19'41" WEST, ALONG THE NORTH FACE OF SAID ONE-STORY BUILDING, A DISTANCE OF 21.50 FEET, MORE OR LESS, TO THE EASTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, SOUTH 00°40'36" WEST, ALONG THE EASTERLY FACE OF SAID TWO-STORY BUILDING AND ITS SOUTHERLY PROLONGATION, A DISTANCE OF 309.81 FEET; THENCE, SOUTH 89°20'00" EAST, A DISTANCE OF 7.39 FEET TO A POINT ON THE EAST LINE OF AFORESAID PARCEL ONE; THENCE, SOUTH 00°03'00" WEST, ALONG THE EAST LINE OF SAID PARCEL ONE, A DISTANCE OF 142.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL ONE; THENCE, NORTH 89°20'00" WEST, ALONG THE SOUTH LINE OF SAID PARCEL ONE, A DISTANCE OF 261.00 FEET TO THE SOUTHEAST CORNER OF PARCEL A, AS DESCRIBED HEREON; THENCE, NORTH 00°40'00" EAST, ALONG THE EAST LINE OF SAID PARCEL A, A DISTANCE OF 142.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A; THENCE, NORTH 89°20'00" WEST, ALONG THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 53.11 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, NORTH 00°41'10" EAST, ALONG SAID SOUTHERLY PROLONGATION AND ALONG THE WESTERLY FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 432.86 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF AN EXISTING 0.7 FOOT WIDE CONCRETE BLOCK WALL ALONG THE SOUTHERLY SIDE OF AN EXISTING CONCRETE LOADING DOCK; THENCE, NORTH 89°28'10" WEST, ALONG THE SOUTHERLY FACE OF SAID CONCRETE BLOCK WALL, A DISTANCE OF 80.0 FEET; THENCE, NORTH 00°41'10" EAST, A DISTANCE OF 38.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF AN EXISTING 0.7 FOOT WIDE CONCRETE BLOCK WALL ALONG THE NORTH SIDE OF SAID CONCRETE LOADING DOCK; THENCE, SOUTH 89°28'10" EAST, ALONG THE NORTH FACE OF SAID CONCRETE BLOCK WALL, A DISTANCE OF 80.0 FEET, MORE OR LESS, TO THE WESTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, NORTH 00°41'10" EAST, ALONG THE WESTERLY FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 4.86 FEET TO THE NORTHWESTERN CORNER OF SAID TWO-STORY BUILDING AND THE POINT OF BEGINNING.

NOTE: "PARCEL ONE" AND "PARCEL TWO" REFER TO THE PARCELS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 797, PAGE 2157, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. "PARCEL A" AND "PARCEL B" REFER TO "THE RESTAURANT PARCEL (A)" AND "SAVINGS & LOAN PARCEL (B)" ALSO DESCRIBED IN THAT WARRANTY DEED.

TOGETHER WITH:

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 85, PAGE 576, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 380, PAGE 2398, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 388, PAGE 1393, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 398, PAGE 394, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 372, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 379, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE APPURTENANT EASEMENTS AS CREATED BY THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 839, PAGE 984, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT A-1

NON-OWNED ASSETS

Virginia College Ft Pierce

Make	Model	Description	Quantity	Price	
Furniture, Lockers, Shelving					
Global		Plastic Side Chair	282	\$ 25.00	\$ 7,050.00
		Laminated Wood Student Work Tables	199	\$ 50.00	\$ 9,950.00
		4 DWR Lateral Cabinets	9	\$ 75.00	\$ 675.00
		Stereo Chairs	330	\$ 55.00	\$ 18,150.00
		Chalk Boards	35	\$ 15.00	\$ 525.00
		Black Boards	1	\$ 15.00	\$ 15.00
		L Shaped Laminated Desk	20	\$ 150.00	\$ 3,000.00
		Visual Screen	3	\$ 50.00	\$ 150.00
		Cafeteria Round Tables	16	\$ 45.00	\$ 720.00
		Cafeteria Fridge	2	\$ 75.00	\$ 150.00
		Laminated Desk w Hutch	1	\$ 175.00	\$ 175.00
		Computer Tables	7	\$ 45.00	\$ 3,150.00
		Library 5 Shelf Book Cases	8	\$ 45.00	\$ 360.00
		Upholstered Green Side Chairs	16	\$ 50.00	\$ 800.00
		Black 3 Door Lockers	85	\$ 30.00	\$ 2,550.00
		Laboratory High Chairs	51	\$ 75.00	\$ 3,825.00
		File Cabinets 2 Dwr	2	\$ 50.00	\$ 100.00
		File Cabinets 4 Dwr Vertical	23	\$ 125.00	\$ 3,125.00
		Book Cases	4	\$ 25.00	\$ 100.00
		High Back Exec Chair	13	\$ 100.00	\$ 1,300.00
		Total			\$ 55,915.00
Electronics, Printers, Audio Visual					
HP		Desk Top Computers w Screen	179	\$ 150.00	\$ 26,850.00
NEC		Overhead Projectors W Screens	27	\$ 250.00	\$ 6,750.00
LW		Scientific Micro Scopes Revolution	7	\$ 750.00	\$ 5,250.00
LW		Scientific Incubator	1	\$ 250.00	\$ 250.00
LW		Scientific Centrifuge	1	\$ 400.00	\$ 400.00
Lemovo		Laptop Computers (Reception)	1	\$ 250.00	\$ 250.00
Kyocera		Printers FS 2100DN	6	\$ 100.00	\$ 600.00
NEC		42" TV	3	\$ 75.00	\$ 225.00
		Micro Wave	1	\$ 25.00	\$ 25.00
		Sections of Galvanized Shelving 25 x 27	27	\$ 50.00	\$ 1,350.00
		File Cabinets 2 Dwr	2	\$ 50.00	\$ 100.00
		Podium	5	\$ 45.00	\$ 225.00
		Speaker phone	1	\$ 75.00	\$ 75.00
		Total			\$ 42,350.00
Cosmetology, Massage Therapy					
		Reception Unit	1	\$ 250.00	\$ 250.00
		Upholstered Side Chairs	8	\$ 50.00	\$ 300.00
		2 Door Class Cabinet	1	\$ 100.00	\$ 100.00
		Class Coffee Tables	2	\$ 50.00	\$ 100.00
		Upholstered Side Chair	1	\$ 50.00	\$ 50.00
		S/S Lamps	2	\$ 15.00	\$ 30.00
		Adjustable Upholstered Salon Chairs	20	\$ 125.00	\$ 2,500.00
		Upholstered Adjustable chair W Sink	5	\$ 350.00	\$ 1,750.00
		Salon Chair W Hair Dryer	10	\$ 150.00	\$ 1,500.00
		Upholstered Adjustable Massage Chair W Pedicure Sink	4	\$ 1,000.00	\$ 4,000.00
		S/S Garbage Cans	20	\$ 15.00	\$ 300.00
		Adjustable Massage Therapy Beds	3	\$ 450.00	\$ 1,350.00
		Hot Wax Heaters	3	\$ 20.00	\$ 60.00
		Steel 4 Shelf Storage Units	28	\$ 50.00	\$ 1,400.00
		HPT Phoenix Super Water Heater	1	\$ 2,500.00	\$ 2,500.00
		L shaped Laminated Desk w Hutch	1	\$ 150.00	\$ 150.00
		Side Stereo Chairs	4	\$ 50.00	\$ 200.00
		Black Board	1	\$ 10.00	\$ 10.00
		Black Side Chair and Stools	8	\$ 50.00	\$ 400.00
		Portable Ultra Violet Light (Nail Dryer)	1	\$ 250.00	\$ 250.00
		Total			\$ 17,200.00
Pharmacy Lab					
		6 Shelf Book Case	9	\$ 50.00	\$ 450.00
		Student Work Tables	7	\$ 50.00	\$ 350.00
		Stereo Chairs	20	\$ 55.00	\$ 1,100.00
		Desktop Computers W Screens	5	\$ 150.00	\$ 750.00
		Nhair Fume Hood	1	\$ 375.00	\$ 375.00
		Stirring Hot Plate	3	\$ 25.00	\$ 75.00
		Torbait Mixer	1	\$ 25.00	\$ 25.00
		NEC Overhead Projector W Screen	1	\$ 250.00	\$ 250.00
		Cabinetry NV	0	\$ -	\$ -
		S/S 4 Compartment Sink	1	\$ 375.00	\$ 375.00
		S/S Preparation Table	1	\$ 250.00	\$ 250.00
		Total			\$ 4,000.00
Hospital Operating Room					
		Haisted Hospital Adjustable Bed	1	\$ 750.00	\$ 750.00
		S/S 6 x 4 Tables	3	\$ 300.00	\$ 900.00
		Overhead Lamp	1	\$ 500.00	\$ 500.00
		S/Carbage Can Holders	3	\$ 25.00	\$ 75.00
		Masco Electric Surgical Table #2090L	1	\$ 1,500.00	\$ 1,500.00
		Arsent Beam Cosqualator Med 6500	1	\$ 2,000.00	\$ 2,000.00
		Excel Model 210SF Nitras, Oxygen Unit	1	\$ 2,500.00	\$ 2,500.00

[Handwritten Signature]

Oedema Heal Unit	1	\$	750.00	\$	750.00	
3 Compartment Sink	3	\$	460.00	\$	1,380.00	
Skellon	4	\$	200.00	\$	800.00	
				\$	<u>11,155.00</u>	\$ 11,155.00
Misc. Supplies						
Supplies Supplies	Lot			\$	450.00	
Cleaning & Maintained Equipment	Lot			\$	450.00	
Uniforms	Lot			\$	300.00	
Ladders	Lot			\$	25.00	
Mops	Lot			\$	25.00	
				\$	<u>1,250.00</u>	\$ 1,250.00
Main Reception						
Reception Desk	1	\$	500.00	\$	500.00	
Upholstered Chairs	8	\$	50.00	\$	400.00	
Computers & Screens	2	\$	150.00	\$	300.00	
NEC 42" Flat Screen TV	2	\$	50.00	\$	100.00	
Exec Chairs	2	\$	75.00	\$	150.00	
ShoreTel Phone System w/ System	128	\$	75.00	\$	9,600.00	
Main Server Room Routers, Etc.	1	\$	2,800.00	\$	2,800.00	
				\$	<u>13,850.00</u>	\$ 13,850.00
Books						
Library & Text Books						\$ 20,000.00
						<u>\$ 145,720.00</u>
Kitchen Equipment						
As Per Listing Marked Schedule "A"		\$	Cost	Insulation	New	
			415,000.00	\$35,000.00	\$ 450,000.00	
						<u>\$ 350,000.00</u>
Total Ft Pierce						\$ 495,720.00

All Photo Copiers Are Leased
Does not include any Medication or Syringes in the Pharmacy Area
Does not include any Books and Records if any

LM

10/3/2012

10-3-12 Culinard Fort Pierce, Florida

Item	Qty	Description	Sell Each	Sell Total
	3	ea 1 yr service/labor & 5 yr compressor warranty, standard		
	3	ea 115v/60/1ph, 4.7 amps, 8' cord, NEMA 5-15P		
	3	ea Left hand hinge		
	3	ea CASTER SET2IN Casters, 2-1/2", set of 4, for 27" wide models	123.89	371.67
		Extended Total for Item No. 5:		\$4,940.37
6	3	ea PREP WORK TABLE, BAKERS TOP Advance Tabco Model No. WOODTAB-X Bakers Top Work Table, 1-3/4" thick wood top, 30" wide top, with splash at rear and both sides, 144" long, s/s open base, with side and rear rails only, w/ 4" risers	2,408.10	7,224.30
		Extended Total for Item No. 6:		\$7,224.30
7	3	ea OVERSHELF WITH CHASE Low Temp Industries, Inc Model No. CUSTOM Single Overshelf Assembly -144" long x 24" wide - 16 ga. stainless steel overshelf - Mounted to top of item 2 and 6 using 1" OD stainless steel vertical tubular supports and 14 ga. stainless steel channels to for attaching to splash on butcher block tops - Provide 14 ga. stainless steel 1 1/2" wide trim strip for installation on top of splashes where they abutt - Provide full length 18 ga. stainless steel electrical chase mounted below overshelf - Chase to be 6" x 6" - Provide four (4) NEMA 5-15 duplex electrical receptables in chase- Chase to have removable access panels on bottom for access to wiring -Provide 18 ga. stainless steel vertical electrical chase on end of each table assembly, item 2 and 6 - Provide two (2) NEMA 5-20 recept in vertical chase as shown-One chase to have additional receptacle for item 12,Proofer	1,512.72	4,538.16
		Extended Total for Item No. 7:		\$4,538.16
8	3	ea POT RACK, WALL-MOUNTED Advance Tabco Model No. SW-72 Pot Rack, wall-mounted, double bar design, 72" long, with 18 plated double hooks, constructed of 1/4" x 2" stainless steel	455.63	1,366.89
		Extended Total for Item No. 8:		\$1,366.89
9	2	ea EQUIPMENT STAND, FOR MIXER SLICER Advance Tabco Model No. SAG-MT-302 Equipment Stand with adjustable undershelf, 24" x 30", 24" high, stainless top, legs, and undershelf	350.17	700.34
		Extended Total for Item No. 9:		\$700.34
10	2	ea SINK, HAND Krowne Metal Model No. HS-9 Packed: each Space Saver Hand Sink, 12" x 16-1/4" OA, wall mount with bracket, 10" wide x 14" x 6" deep compartment, splash-mount gooseneck faucet, 1-1/2" drain, stainless steel construction	91.29	182.58

10-3-12 Culinard Fort Pierce, Florida

The Willingham Company

Page 2 of 23



10/3/2012

10-3-12 Culinard Fort Pierce, Florida

Item	Qty	Description	Sell Each	Sell Total
	2	ea H-107 Side Splashes for hand sink, pair	134.60	269.20
		Extended Total for Item No. 10:	\$451.78	
11	2	ea FOOD MIXER Berkel Model No. FMS10-U1Y1 Mixer, Bench, 10-qt. capacity, five-speed drive w/15 min. timer, #12 hub, painted finish, removable bowl guard w/ingredient chute, s/s bowl, beater, whip & dough hook, cord & plug, with hub, 1 HP, 100-120v/50/60/1-ph, 11 amps		Existing
	2	ea 1 year parts, service & travel warranty (excluding wear items), std.		
12	1	ea CABINET, MOBILE PROOFER Metro Model No. C519-PFC-U Packed: each C5™ 1 Series Proofing Cabinet, mobile, full height, non-insulated, clear polycarbonate door, removable bottom mount control module, thermostat to 190°F, universal wire slides on 3" centers, adjustable on 1-1/2" increments, (18) 18" x 26" or (34) 12" x 20" x 2-1/2" pan capacity, 5" casters, aluminum, 120v/60/1, 1440 watts, 12 amps, NEMA 5-15P, UL, CUL, NSF	2,110.82	2,110.82
		Extended Total for Item No. 12:	\$2,110.82	
13	1	ea EXHAUST HOOD Larkin Model No. EO-BR 19' 1" x 60" x 24" (EXHAUST ONLY-BACK RETURN) WALL STYLE - 430 STAINLESS STEEL - WHERE EXPOSED HOOD IS 2 SECTIONS, END TO END SECTION 1 OF HOOD 5 9' 7" x 60" x 24" WEIGHT: 525lbs 450 Degree ETL Label (no charbroiler) 2 Prewired Incandescent Light(s) 1 13X13 Exhaust Collar(s) For Top Loose 1 24X6 Supply Collar W/O Damper Loose 1 115"X6" BACK RETURN PLENUM 1 3" Back Stand-Off Mounted (Stand-Off Adds to Width of Hood) 1 Need Height S/S Ceiling Skirt 1 115X78 S/S Back Wall Splash Panel 1 Ansul Piping 1 Heat Sensor Mounted In Hood 1 Heat Sensor Mounted In Hood 1 Stainless Steel Baffle Filters CFM REQUIREMENT: EXHAUST: 1920 CFMS @ .500 S.P. NOTE.....: S.P. Calculations Include Hood, Filters, and up to 8' of Straight Exhaust Duct. SUPPLY: 1536 CFMS @ .125 S.P. NOTE.....: S.P. Calculations Include Hood and up to 20' of Straight Supply Duct. 9' 6" x 60" x 24" WEIGHT: 525lbs 450 Degree ETL Label (no charbroiler) 2 Prewired Incandescent Light(s) 1 13X13 Exhaust Collar(s) For Top Loose 1 24X6 Supply Collar W/O Damper Loose 1 126"X6" BACK RETURN PLENUM 1 Need Height S/S Ceiling Skirt 1 126X78 S/S Back Wall Splash Panel	16,013.75	16,013.75

10/3/2012

10-3-12 Culinard Fort Pierce, Florida

Item	Qty	Description	Sell Each	Sell Total
		1 *Hood Mounted Ansul R-102 Wet System RH-END (Fire Cabinet Adds 12" to Length of Hood) 1 Including up to 2" Mechanical Gas Valve 1 Chrome Sleeves for Piping 1 Automatic Fan Control System With Energy Saver (Wall Mount) A Fully Modulating Energy Saving System 1 Stainless Steel Baffle Filters CFM REQUIREMENT: EXHAUST: 1900 CFMS @ .500 S.P. NOTE.....: S.P. Calculations Include Hood, Filters, and up to 8' of Straight Exhaust Duct. SUPPLY: 1520 CFMS @ .125 S.P. NOTE.....: S.P. Calculations Include Hood and up to 20' of Straight Supply Duct. Extended Total for Item No. 13: \$16,013.75		
13.1	1	ea CONTROL PANEL COVER Larkin Model No. CUSTOM Stainless Steel chase to cover control panel. Extended Total for Item No. 13.1: \$82.80	82.80	82.80
14	2	ea RANGE, GAS, HEAVY DUTY, 36" Vulcan Model No. V4B36B V Series Heavy Duty Range, 36", Gas, (4) 33,000 BTU open burners, cast iron grates, storage base w/cabinet doors, stainless steel front, front top ledge, sides, base, burner box & stub back, 132,000 BTU, 6" adjustable legs, CSA, NSF 	3,977.62	7,955.24
	2	ea 1 year limited parts & labor warranty, standard		
	2	ea 1-1/4" rear gas connection, standard		
	2	ea Rear gas connection: cap and cover, both ends		
	2	ea Gas type to be specified		
	2	ea PRREGN-3/4 3/4" NPT pressure regulator w/reducer (Natural gas)	80.09	160.18
	2	ea CASTERS RR4 Casters (set of 4)	235.81	471.62
		Extended Total for Item No. 14: \$8,587.04		
14.1	2	ea SAFETY SYSTEM MOVEABLE GAS CONNECTOR Dormont Manufacturing Model No. 1675KIT48PS Packed: each Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 1 full port valve, (2) 90° elbows, 1 pair Safety-Set™ with adhesive foam tape and hardware mounting options, coiled restraining cable with hardware, limited lifetime warranty 	181.18	362.36
		Extended Total for Item No. 14.1: \$362.36		
15	1	ea OVEN, DECK-TYPE, ELECTRIC Gemini Bakery Model No. DC43 Sveba Dahlen Oven, electric, deck-type, (4) single decks, 3 pan cap., 64.25"W x 32.25"D x 6.5" H deck, individual controls for top, bottom & front heat w/60 min. timer per deck, aluminized steel interior, double glazed window, s/s front and sides 1 ea 480v/60/3-ph, 51.2 kw, 61.65 amps, heater elements, contact factory for electrical load information, std. 1 ea 115v/60/1-ph, 15 amps, controls, contact factory for electrical load information, std	37,892.50	37,892.50

10-3-12 Culinard Fort Pierce, Florida

The Willingham Company

Page 4 of 23



10/3/2012

10-3-12 Culinard Fort Pierce, Florida

Item	Qty	Description	Sell Each	Sell Total
	4	ea Stone hearth, per deck		
	4	ea NOTE: Must specify quantity & location of decks to have stone hearths		
	4	ea Self-generating steam system including distribution & controls (add 2 kw/5 amps each) per deck		
	1	ea Steam trap & piping, required, per oven		
	1	ea Casters (set of 4), std		
	1	ea Separate crating is required		
	1	ea Note: Genie or Forklift required to lift the oven up and on to its casters for all Deck Ovens		
	1	ea Supervision of installation and start up for all NOT pre-assembled ovens (net)	1,840.00	1,840.00
		Extended Total for Item No. 15:		\$39,732.50
15.1	1	ea WATER FILTER ASSEMBLY Everpure Model No. EV9797-20 Packed: each SR-X Scale Inhibitor, Feeder & Deliming System, inhibits limescale build up in steamers, housing converts ScaleKleen feeder for periodic delimings, includes SR-X 10" clear housing, 1 SS-10 cartridge, dip tube assy, (1) 2.2 lb. package of ScaleKleen	162.73	162.73
		Extended Total for Item No. 15.1:		\$162.73
15.2	1	ea WATER HOSE T & S Brass Model No. HW-4B-72VB Packed: each Water Hose, with quick disconnect, vacuum breaker, 3/8" diameter, 72" long	176.64	176.64
		Extended Total for Item No. 15.2:		\$176.64
15.3	1	ea GAS VALVES & FITTINGS Dormont Manufacturing Model No. RDC48 Restraining Device for 48" Connectors	12.11	12.11
	1	st PS Safety-Set, equipment placement system for all caster-mounted equipment, allows precise, consistent equipment placement under the fire suppression and ventilation systems, satisfies NFPA codes 17A (5.6.4) and 96 (12.1.2.3), Includes two (2) units and both adhesive foam tape and hardware pack as optional installation methods	35.86	35.86
		Extended Total for Item No. 15.3:		\$47.97
16	1	ea STEAMER, CONVECTION COUNTERTOP Cleveland Range Model No. 21CET16 Packed: each Steamcraft® Ultra 5 Convection Steamer, electric, Countertop, 1 compartment, (5) 12 x 20 x 2-1/2" pans/compartment capacity, automatic water level and generator drain controls with 60-minute mechanical timer and bypass switch for constant steaming, stainless steel construction, 16 kW	4,096.88	4,096.88
	1	ea One year limited warranty, standard		
	1	ea 9797-50CT CT KLEENSTEAM® Filter System for counter top steamers, (1) 4CB5 5 micron carbon block (9617-11), (1) SS10 Scalestick cartridge (9799-0201) & (2) ScaleKleen 7.0 oz. packets (9796-20) (note: two are needed for double stack applications), for counter steamers only	296.13	296.13
	1	ea (VOS2) 440-480v/60/3-ph, 18.2 amps, 3-wire	169.63	169.63

10-3-12 Culinard Fort Pierce, Florida

The Willingham Company

Page 5 of 23

10/3/2012

10-3-12 Culinard Fort Pierce, Florida

Item	Qty	Description	Sell Each	Sell Total
	1	ea SCS1 Steam shut-off switch, single compartment	135.13	135.13
	1	ea UNISTAND34 (P/N 111721) Equipment Stand, 34" H, stainless steel	560.63	560.63
	1	ea POSK Pull-Out Shelf Kit	138.00	138.00
	1	ea URK Pan Rack Kit	103.50	103.50
		Extended Total for Item No. 16:	\$5,499.90	
17	1	ea OVERSHELF, WALL-MOUNTED Advance Tabco Model No. WS-12-48 Shelf, wall-mounted, stainless steel, 12" wide, 4 feet long	159.13	159.13
		Extended Total for Item No. 17:	\$159.13	
18	1	ea MARBLE TOP TABLE Low Temp Industries, Inc Model No. CUSTOM 48" x 30" - Marble Top; Splash at rear; Turn Down at Free Edge; Open Base - No Undershelf	1,475.00	1,475.00
		Extended Total for Item No. 18:	\$1,475.00	
19	1	ea BATCH FREEZER, ICE CREAM/YOGURT Taylor Co. Model No. 104 Batch Ice Cream Freezer, counter model, air-cooled self-contained refrigeration system, 3qt. freezing cylinder, automatic timer control, funnel, s/s finish, (1) 2,500 BTU/hr compressor, R404A, 1hp motor (Go to the Taylor web site link to locate your distributor for pricing & warranty information)	6,367.84	6,367.84
	1	ea 208-230v/60/1ph, 15 amps		
		Extended Total for Item No. 19:	\$6,367.84	
19.1	1	ea EQUIPMENT STAND, FOR MIXER SLICER Advance Tabco Model No. SAG-MT-302 Equipment Stand with adjustable undershelf, 24" x 30", 24" high, stainless top, legs, and undershelf	350.17	350.17
	1	st TA-25 Casters, 5", swivel, with rubber wheels (set of 4; 2 with brakes)	125.49	125.49
		Extended Total for Item No. 19.1:	\$475.66	
20		Spare Number		Spare
21	1	ea SINK, ONE (1) COMPARTMENT Advance Tabco Model No. 94-1-24 Regaline Sink, one compartment, 20" front-to-back x 16" W compartment, 14" deep, with 11" high splash, s/s open frame base, boxed crossrails, s/s bullet feet, 14/304 stainless steel, overall 27" F/B x 25" L/R	1,179.04	1,179.04
		Extended Total for Item No. 21:	\$1,179.04	



10-3-12 Culinard Fort Pierce, Florida

The Willingham Company

Page 6 of 23

10/3/2012

10-3-12 Culinard Fort Pierce, Florida

Item	Qty	Description	Sell Each	Sell Total
21.1	1	ea FAUCET T & S Brass Model No. B-0231 Packed: each Sink Mixing Faucet, with 12" swing nozzle, wall mounted, 8" centers on sink faucet with 1/2" IPS eccentric flanged female inlets, lever handles	113.44	113.44
				
	1	ea B-0230-K Installation Kit, 1/2" NPT nipple, lock nut and washer, short E1-1/2" NPT female x male	25.56	25.56
		Extended Total for Item No. 21.1:	\$139.00	
22	1	ea WALK-IN COOLER Kolpak Model No. CUSTOM 8'-8.5" x 8'-8.5" x 8'-6.25", 4" Walls, 4" Ceilings, 4" Floor Application Floor Application: 4" (high) Vinyl Screed Interior Wall Finish: 26 GA Embossed Galvalume Interior Ceiling Finish 26 GA Embossed Galvalume Standard Door: 4 x 34 (Std) x 78 LH Walk-In door located Center Standard on Left Wall. Recessed 0" with 0" Leveling Sand and 0" Tile & Grout. Frame = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume Plug = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume	6,034.05	6,034.05
		Extended Total for Item No. 22:	\$6,034.05	
23	1	ea EVPAPORATOR COIL Kolpak Model No. CUSTOM Included with item # 24		
24	1	ea COOLER CONDENSER UNIT Kolpak Model No. CUSTOM 1 HP, Medium Temp, Pre-Charged Lines, Air Cooled, Hermetic, Outdoor OP, Refrigerant R404A, Warranty Included Voltage: Condensing Unit 208/230-60-1, Evaporator(115 / 1) Amps: Condensing Unit 7.8, Evaporator 2.1 Accessories: (1) 40' Pre-Charged Lines (1) Medium Temp Time Clock - 115V (PCL and PR)	4,151.50	4,151.50
		Extended Total for Item No. 24:	\$4,151.50	
25	4	ea SHELVING, WIRE Metro Model No. 2448NK3 Packed: each Super Erecta® Shelf, wire, 24" W, 48" L, plastic split sleeves are included in each carton, Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection, NSF	46.69	186.76
				
	8	ea 74PK3 Super Erecta® SiteSelect™ Post, 74-5/8" H, adjustable leveling bolt, posts are grooved at 1" increments and numbered at 2" increments, double grooved every 8", Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection	12.08	96.64
	4	ea 2442NK3 Super Erecta® Shelf, wire, 24" W, 42" L, plastic split sleeves are included in each carton, Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection, NSF	46.69	186.76
		Extended Total for Item No. 25:	\$470.16	



10/3/2012

10-3-12 Culinard Fort Pierce, Florida

Item	Qty	Description	Sell Each	Sell Total
12	ea	74PK3 Super Erecta® SiteSelect™ Post, 74-5/8" H, adjustable leveling bolt, posts are grooved at 1" increments and numbered at 2" increments, double grooved every 8", Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection	12.08	144.96
4	ea	2442NK3 Super Erecta® Shelf, wire, 24" W, 42" L, plastic split sleeves are included in each carton, Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection, NSF	46.69	186.76
Extended Total for Item No. 31:			\$774.44	
32	4	ea BUN PAN RACK, MOBILE Win-Holt Equipment Group Model No. ADE1820B/KDA Packed: each Mobile Pan Rack, full height, open sides, (20) 18"x26" pan capacity, with angle slides on 3" centers, all welded aluminum construction, end loading, 69" high, 5" polyurethane swivel casters, NSF, shipped KD	176.47	705.88
Extended Total for Item No. 32:			\$705.88	
33	1	ea WALK-IN FREEZER Kolpak Model No. CUSTOM 7'-7" x 8'-8.5" x 8'-6.25"; 4" Walls, 4" Ceilings, 4" Floor Application Floor Application: .100 Smooth Aluminum Interior Wall Finish: 26 GA Embossed Galvalume Interior Ceiling Finish 26 GA Embossed Galvalume Standard Door: 4 x 34 (Std) x 78 LH Walk-In door located Center Standard on Front Wall. Recessed 0" with 0" Leveling Sand and 0" Tile & Grout. Frame = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume Plug = 26 GA Embossed Galvalume / 26 GA Embossed Galvalume. INCLUDED WITH ITEM # 28		
34	1	ea EVPAPORATOR COIL Kolpak Model No. CUSTOM Included w/ith item # 35		
35	1	ea FREEZER CONDENSER UNIT Kolpak Model No. PCL1199LOP 2HP, Low Temp, Pre-Charged Lines, Air Cooled, Hermetic, Outdoor OP, Refrigerant R404A, Warranty included Voltage: Condensing Unit 208/230-60-1, Evaporator(208 / 1) Amps: Condensing Unit 12.8, Evaporator 8.7 Accessories: (1) 40' Pre-Charged Lines	5,089.90	5,089.90
Extended Total for Item No. 35:			\$5,089.90	
36	1	ea DUNNAGE RACK, TUBULAR New Age Model No. 2052 Packed: each Dunnage Rack, square bar, 1-tier, 20"W x 30"L x 12"H, all welded aluminum construction, weight capacity 3000 lbs., NSF	90.85	90.85
1	ea	Lifetime warranty against rust & corrosion, 5 year construction warranty, std.		
1	ea	All New Age products are made in the USA		
Extended Total for Item No. 36:			\$90.85	

10/3/2012

10-3-12 Culinary Fort Pierce, Florida

Item	Qty	Description	Sell Each	Sell Total
37	8	ea SHELVING, WIRE Metro Model No. 2148NK3 Packed: each Super Erecta® Shelf, wire, 21" W, 48" L, plastic split sleeves are included in each carton, Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection, NSF	41.66	333.28
	8	ea 2142NK3 Super Erecta® Shelf, wire, 21" W, 42" L, plastic split sleeves are included in each carton, Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection, NSF	41.66	333.28
	16	ea 74PK3 Super Erecta® SiteSelect™ Post, 74-5/8" H, adjustable leveling bolt, posts are grooved at 1" increments and numbered at 2" increments, double grooved every 8", Metroseal 3 epoxy coated corrosion-resistant finish with Microban® antimicrobial protection	12.08	193.28
Extended Total for Item No. 37:			\$859.84	
38	8	ea WORK TABLE Low Temp Industries, Inc Model No. CUSTOM 6' x 30" - Splash at Rear; Turn Down at Free Edge; (2) Receptacle; (1) Drawer; Open Base to Allow for Undercounter Refrigerator, Undershelf - where Specified 1 5/8" OD stainless steel legs and crossrails where open to floor for item 39 -Provide partial lower shelf on remainder of table - Other table to be provided with 18 ga. stainless steel reinforced lower shelf full length, welded to legs - Provide two (2) stainless steel drawer pans mounted in a stainless steel fully enclosed housing with double pan drawer front, integral formed hand pull and rubber stops - Provide cylinder locks for each drawer - Drawers to be located as shown on drawing - Provisions in top of table for installation of item 41, Overshelf - Provide two (2) pedestal type double face electrical receptacles - No wiring -	1,304.10	10,432.80
Extended Total for Item No. 38:			\$10,432.80	
39	8	ea REFRIGERATOR, UNDERCOUNTER, REACH-IN Traulsen Model No. UHT27-L Dealer's Choice Compact Undercounter Refrigerator, 27"W, one-section, reach-in, s/s exterior top, sides & door, hinged left, anodized aluminum interior, galvanized exterior back & bottom, rear-mounted self-contained refrigeration, 1/6 Hp	1,522.90	12,183.20
	8	ea 1 yr service/labor & 5 yr compressor warranty, standard		
	8	ea 115v/60/1ph, 4.7 amps, 8' cord, NEMA 5-15P		
	8	ea Left hand hinge		
	8	ea CASTER SET2IN Casters, 2-1/2", set of 4, for 27" wide models	123.89	991.12
Extended Total for Item No. 39:			\$13,174.32	
40	1	ea FREEZER, REACH-IN Traulsen Model No. G12000 Dealer's Choice Freezer, Reach-in, One-Section, self-contained refrigeration w/Microprocessor control, s/s front & half height doors (hinged right), anodized aluminum sides & interior, (3) epoxy coated shelves (factory installed), 6" high casters, UL & NSF listed	3,272.67	3,272.67
	1	ea 115v/60/1ph, 9.5 amps, NEMA 5-15P, standard		
	1	ea 1 yr service/labor & 5 yr compressor warranty, standard		

10/3/2012

10-3-12 Cullinard Fort Pierce, Florida

Item	Qty	Description	Sell Each	Sell Total
1	ea	G1ACC-TK2 Set of 2 pairs #4 type tray slides, for all single section G-series models (with pilasters)	245.68	245.68
1	ea	ASSEMBLY LOUVER SECTION Part SK-500-70002-00 Assembly Lover 1 section	91.47	91.47
Extended Total for Item No. 40:			\$3,609.82	
41	8	ea OVERSHELF Low Temp Industries, Inc Model No. CUSTOM 78" long x 24" wide -16 ga. stainless steel table mounted oversheff - Mounted to top of item 38 and 42 using 1" OD stainless steel vertical tubular supports	398.80	3,190.40
Extended Total for Item No. 41:			\$3,190.40	
42	8	ea WORK TABLE Low Temp Industries, Inc Model No. CUSTOM 6' x 30" - Splash at Rear; Turn Down at Free Edge; (2) Receptacle; (1) Drawer; Undershelf - where Specified 1 5/8" OD stainless steel legs and crossrails where open to floor for item 39 -Provide partial lower shelf on remainder of table - Other table to be provided with 18 ga. stainless steel reinforced lower shelf full length, welded to legs - Provide two (2) stainless steel drawer pans mounted in a stainless steel fully enclosed housing with double pan drawer front, integral formed hand pull and rubber stops - Provide cylinder locks for each drawer - Drawers to be located as shown on drawing - Provisions in top of table for installation of item 41, Oversheff - Provide two (2) pedistal type double face electrical receptacles - No wiring -	1,304.10	10,432.80
Extended Total for Item No. 42:			\$10,432.80	
43	2	ea SINK, HAND Krowne Metal Model No. HS-9 Packed; each Space Saver Hand Sink, 12" x 16-1/4" OA, wall mount with bracket, 10" wide x 14" x 6" deep compartment, splash-mount gooseneck faucet, 1-1/2" drain, stainless steel construction	91.29	182.58
	2	ea H-107 Side Splashes for hand sink, pair	134.60	269.20
Extended Total for Item No. 43:			\$451.78	
44	4	ea FRYER, FLOOR MODEL, GAS, FULL POT Vulcan Model No. VFRY18 V Series Heavy Duty Range Match Fryer, gas, 18", 120,000 BTU, 45-50 pound fat capacity	4,691.72	18,766.88
	4	ea 1 year limited parts & labor warranty, standard		
	4	ea ZZVULGSC0114R 1-1/4" rear gas connection		
	4	ea ZZVUL34LPGASA01 3/4" NPT pressure regulator (Natural gas)	63.40	253.60
	4	ea ZZVULCANCCAPB01 Cap and cover both left and right		
	4	ea VFR122B 18"W x 22"H Fryer riser, for dump station with basket hanger, for fryer	625.56	2,502.24
	4	ea 1 year limited parts & labor, 5 year limited fry tank warranty, standard		
	4	ea Natural gas, specify elevation if over 2,000 ft.		
	4	ea Controls voltage: 120v/60/1, NEMA 5-15P, standard		
	4	ea 3/4" rear gas connection, standard		

10-3-12 Cullinard Fort Pierce, Florida

The Willingham Company

Page 11 of 23

10/3/2012

10-3-12 Culinard Fort Pierce, Florida

Item	Qty	Description	Sell Each	Sell Total
	4	ea Rear gas connection: cap and cover location to be specified		
	4	ea VSPGARD FRYER Removable Splash Guard, 10", stainless steel, for fryer	143.71	574.84
	4	ea COVER 1GR45F Tank Cover, stainless steel, for GR45	139.48	557.92
	4	ea CASTERS 6" casters	211.34	845.36
		Extended Total for Item No. 44:	\$23,500.84	
44 1	4	ea SAFETY SYSTEM MOVEABLE GAS CONNECTOR Dormont Manufacturing Model No. 1675KIT48PS Packed: each Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 1 full port valve, (2) 90° elbows, 1 pair Safety-Set™ with adhesive foam tape and hardware mounting options, coiled restraining cable with hardware, limited lifetime warranty	181.18	724.72
		Extended Total for Item No. 44.1:	\$724.72	
45	1	ea WORK TABLE, 12" - 18", STAINLESS STEEL TOP Advance Tabco Model No. TFMS-123 Equipment Filler Table, open base, s/s legs, 1-1/2" turn up in rear, 12" x 36", (filler table needs to be placed between 2 other tables for stability)	326.46	326.46
		Extended Total for Item No. 45:	\$326.46	
46	4	ea POT FILLER FAUCET T & S Brass Model No. B-0594 Packed: each Pot Filler Faucet, splash-mounted single valve, double-joint nozzle, 24"L, with insulated off-on control valve at outlet, 1/2" IPS female inlet	171.40	685.60
		Extended Total for Item No. 46:	\$685.60	
47	4	ea RANGE, GAS, HEAVY DUTY, 36" Vulcan Model No. V6B36S V Series Heavy Duty Range, 36", Gas, (6) 33,000 BTU open burners, cast iron grates, standard oven base, stainless steel front, front top ledge, side, base, burner box, exterior bottom & stub back, 6" adjustable legs, 248,000 BTU, CSA, NSF	5,105.95	20,423.80
	4	ea ZVULGSC0114R 1-1/4" rear gas connection		
	4	ea ZVULCANCCAPB01 Cap and cover both left and right		
	4	ea ZVULCANSBA001 4" stub back, standard		
	4	ea 1 year limited parts & labor warranty, standard		
	4	ea 1-1/4" rear gas connection, standard		
	4	ea Rear gas connection: cap and cover, both ends		
	4	ea Gas type to be specified		
	4	ea PRREGN-001 1" NPT pressure regulator w/reducer (Natural gas)	147.94	591.76
	4	ea 650 degree Oven thermostat with 1/2" steel deck	710.10	2,840.40
	4	ea CASTERS RR4 Casters (set of 4)	224.02	896.08
		Extended Total for Item No. 47:	\$24,752.04	

10/3/2012



10-3-12 Culinard Fort Pierce, Florida

Item	Qty	Description	Sell Each	Sell Total
47.1	4	ea SAFETY SYSTEM MOVEABLE GAS CONNECTOR Dormont Manufacturing Model No. 16100KIT48PS Packed: each Safety System Moveable Gas Connector Kit, 1" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 1 full port valve, (2) 90° elbows, 1 pair Safety-Set™ with adhesive foam tape and hardware mounting options, coiled restraining cable with hardware, limited lifetime warranty	218.90	875.60
				
		Extended Total for Item No. 47.1:	\$875.60	
48	4	ea RANGE, GAS, HALF SIZE, 24" Vulcan Model No. VCBB24B V Series Heavy Duty Range, 24", Gas, charbroiler, cast iron grates and char-radiants, storage base w/cabinet doors, stainless steel front, front top ledge, side, base, burner box, exterior bottom & stub back, 6" adjustable legs, 65,000 BTU, CSA, NSF	3,461.73	13,846.92
				
	4	ea 1 year limited parts & labor warranty, standard		
	4	ea 3/4" rear gas connection, standard		
	4	ea Gas type to be specified		
	4	ea 3/4" NPT pressure regulator (Natural gas)	63.40	253.60
	4	ea Cap and cover both left and right		
	4	ea 4" stub back, standard		
	4	ea CASTERS RR4 Casters (set of 4)	224.02	896.08
		Extended Total for Item No. 48:	\$14,996.60	
48.1	4	ea SAFETY SYSTEM MOVEABLE GAS CONNECTOR Dormont Manufacturing Model No. 1675KIT48PS Packed: each Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 1 full port valve, (2) 90° elbows, 1 pair Safety-Set™ with adhesive foam tape and hardware mounting options, coiled restraining cable with hardware, limited lifetime warranty	181.18	724.72
				
		Extended Total for Item No. 48.1:	\$724.72	
49	4	ea SALAMANDER BROILER, GAS Vulcan Model No. 36SB Salamander Broiler, Gas, 36" restaurant range mount (36L series), 66,000 BTU total with (6) 11,000 BTU burners, with stainless steel radiants, infinite manual control, standing pilot ignition system, trigger grip positive rack positioning, stainless steel front, top and sides, 3/4" top gas connection with regulator, CSA, NSF	1,845.41	7,381.64
				
	4	ea NOTE: A reinforced riser must be ordered with every Salamander in order to properly mount to range		
	4	ea 1 year limited parts & labor warranty, standard		
	4	ea Gas type to be specified		
	4	ea WALLMNT-CHRBKR Chrome wall bracket, for FCMJ	139.48	557.92
		Extended Total for Item No. 49:	\$7,939.56	
50		Spare Number		Spare



10/3/2012

10-3-12 Culinard Fort Pierce, Florida

Item	Qty	Description	Sell Each	Sell Total
54	1	ea EXHAUST HOOD Larkin Model No. EO-FPSP 15' 7" x 48" x 24" (EXHAUST ONLY-FRONT PERFORATED SUPPLY PLENUM)WALL STYLE - 430 STAINLESS STEEL - WHERE EXPOSED WEIGHT: 766lbs 600 Degree ETL Label 4 Prewired Incandescent Light(s) 2 14X14 Exhaust Collar(s) For Top Loose 4 24X10 Supply Collar W/O Damper Loose 1 199"X12" FPSP (Front Perforated Supply Plenum) 1 3" Back Stand-Off Mounted (Stand-Off Adds to Width of Hood) 1 Need Height S/S Ceiling Skirt 1 199X78 S/S Back Wall Splash Panel 1 *Hood Mounted Ansul R-102 Wet System RH-END (Fire Cabinet Adds 12" to Length of Hood) 1 Chrome Sleeves for Piping 1 2 1/2" Electrical Gas Valve W/Reset Relay 1 Automatic Fan Control System With Energy Saver (Wall Mount) A Fully Modulating Energy Saving System 1 Stainless Steel Baffle Filters CFM REQUIREMENT: EXHAUST: 4680 CFMS @ .500 S.P. NOTE.....: S.P. Calculations Include Hood, Filters, and up to 8' of Straight Exhaust Duct. SUPPLY: 3744 CFMS @ .125 S.P. NOTE.....: S.P. Calculations Include Hood and up to 20' of Straight Supply Duct. Extended Total for Item No. 54:	15,059.25	15,059.25
54.1	1	ea CONTROL PANEL COVER Larkin Model No. CUSTOM Stainless Steel chase to cover control panel. Extended Total for Item No. 54.1:	82.80	82.80
55	2	ea FOOD MIXER Berkel Model No. FMS20-U1Y1 Packed: each Mixer, Bench, 20-qt. capacity, five-speed drive w/15 min. timer, #12 hub, painted finish, removable bowl guard w/ingredient chute, s/s bowl, beater, whip & dough hook, cord & plug, with hub, 1 HP, 100-120v/50/60/1-ph, 11 amps  2 ea 1 year parts, service & travel warranty (excluding wear items), std. 2 ea FCMC-FMSKIT Meat Grinder, #12 taper hub, 1/8" plate, knife, rammer & pan	2,563.55	5,127.10
		Extended Total for Item No. 55:		\$6,221.54
56	2	ea EQUIPMENT STAND, FOR MIXER SLICER Advance Tabco Model No. SAG-MT-302 Equipment Stand with adjustable undersheif, 24" x 30", 24" high, stainless top, legs, and undersheif 	376.20	752.40
		Extended Total for Item No. 56:		\$752.40

10/3/2012

10-3-12 Culinard Fort Pierce, Florida

Item	Qty	Description	Sell Each	Sell Total
57	2	ea OVERSHELF, WALL-MOUNTED Advance Tabco Model No. WS-12-84 Shelf, wall-mounted, stainless steel, 12" wide, 7 feet long	205.71	411.42
Extended Total for Item No. 57:			\$411.42	
58	2	ea WORK TABLE, 84", STAINLESS STEEL TOP Advance Tabco Model No. KSS-307 Work Table, 30" wide top, with splash at rear only, 84" long, with adjustable undershelf, s/s frame & shelf, 14 gauge, type 304 stainless steel top, 5" backsplash, s/s bullet feet	1,008.00	2,016.00
	2	ea TA-11B-2 Double Sink Welded Into Table Top, 16" X 20" X 12"	860.78	1,721.56
	2	ea K-50COMIT To Delete Faucet	-9.92	-19.84
	4	ea K-2C Sink Cover, 16" x 20", Poly-Vance™	96.60	386.40
Extended Total for Item No. 58:			\$4,104.12	
58.1	2	ea FAUCET T & S Brass Model No. B-0225 Packed: each Deck Mixing Faucet, with 12" swing nozzle, 4" centers with 1/2" IPS eccentric flanged female inlets, lever handles	110.40	220.80
Extended Total for Item No. 58.1:			\$220.80	
59	2	ea POT RACK, WALL-MOUNTED Advance Tabco Model No. SW1-72 Pot Rack, wall-mounted, single bar design, 72" long, with 9 plated double hooks, constructed of 1/4" x 2" stainless steel	284.06	568.12
Extended Total for Item No. 59:			\$568.12	
60		Spare Number		Spare
61	1	ea EXHAUST HOOD Larkin Model No. CUSTOM 13' 3" x 48" x 24" (EXHAUST ONLY-FRONT PERFORATED SUPPLY PLENUM) WALL STYLE - 430 STAINLESS STEEL - WHERE EXPOSE WEIGHT: 676lbs 600 Degree ETL Label 4 Prewired Incandescent Light(s) 2 13X13 Exhaust Collar(s) For Top Mounted 2 24X10 Supply Collar W/O Damper Mounted 1 171"X12" FPSP (Front Perforated Supply Plenum) 1 3" Back Stand-Off Mounted (Stand-Off Adds to Width of Hood) 1 Need Height S/S Ceiling Skirt 1 171X78 S/S Back Wall Splash Panel 1 *Hood Mounted Ansul R-102 Wet System RH-END (Fire Cabinet Adds 12" to Length of Hood)	9,968.20	9,968.20

10-3-12 Culinard Fort Pierce, Florida

The Willingham Company

Page 16 of 23

10/3/2012

10-3-12 Culinard Fort Pierce, Florida

Item	Qty	Description	Sell Each	Sell Total
		1 Chrome Sleeves for Piping 1 2 1/2" Electrical Gas Valve W/Reset Relay 1 Heat Sensor Mounted In Hood 1 Stainless Steel Baffle Filters CFM REQUIREMENT: EXHAUST: 3990 CFMS @ .500 S.P. NOTE.....: S.P. Calculations Include Hood, Filters, and up to 8' of Straight Exhaust Duct. SUPPLY: 3192 CFMS @ .125 S.P. NOTE.....: S.P. Calculations Include Hood and up to 20' of Straight Supply Duct.		
		Extended Total for Item No. 61:	\$9,968.20	
61.2	1	ea CONTROL PANEL COVER Larkin Model No. CUSTOM Stainless Steel chase to cover control panel.	82.80	82.80
		Extended Total for Item No. 61.2:	\$82.80	
62	1	ea COOK/HOLD OVEN CABINET, ELECTRIC Alto-Shaam Model No. 1767-SK Packed: each Halo Heat® Slo Cook Hold & Smoker Oven, electric, double deck, standard depth, 100 lb capacity each - (7) full-size pans, manual controls, stainless steel construction with window in door, 5" casters; 2 rigid, 2 swivel with brakes, EcoSmart™, UL	8,978.94	8,978.94
	1	ea 208v/60/1, 30.9amps, 6.4kW (no cord or plug), standard		
	1	ea Doors hinged on right, standard		
		Extended Total for Item No. 62:	\$8,978.94	
63	1	ea ICE MAKER WITH BIN, CUBE-STYLE Scotsman Model No. CU1526SA-1A Prodigy® Ice Maker w/Bin, Cube Style, air-cooled, self-contained condenser. 80 lb bin storage capacity, up to 150-lb production/24 hours, Auto-alert™ indicator lights, recessed front panel on/off switch, front removable air filter, stainless steel finish, small cube size, 115v/60/1-ph, 11.5 amps, ENERGY STAR®	1,896.05	1,896.05
	1	ea 3 year parts & labor warranties		
	1	ea 5 year parts on compressor and condenser		
	1	ea 5 year parts and labor on evaporator		
	1	ea SSM1-P Water Filter Assembly, single system, designed for ice makers & beverage equipment, cubers up 650lbs., flakers, nuggets & nugget dispensers up to 1,200 lbs., includes AquaArmor by AgION for antimicrobial protection	194.68	194.68
		Extended Total for Item No. 63:	\$2,090.73	
64	2	ea RANGE, GAS, HALF SIZE, 18" Vulcan Model No. VGT18B V Series Heavy Duty Range, 18", Gas, Griddle top, 3/4" polished steel plate, snap action thermostatic controls, storage base w/cabinet doors, side splashes, stainless steel front, front top ledge, side, base, burner box, exterior bottom & stub back, 6" adjustable legs, 30,000 BTU, CSA, NSF	3,161.63	6,323.26
	2	ea 1 year limited parts & labor warranty, standard		
	2	ea 1-1/4" rear gas connection		
	2	ea Gas type to be specified		

10-3-12 Culinard Fort Pierce, Florida

The Willingham Company

Page 17 of 23

10/3/2012

10-3-12 Culinard Fort Pierce, Florida

Item	Qty	Description	Sell Each	Sell Total
	2	ea 3/4" NPT pressure regulator w/reducer (Natural gas)	63.40	126.80
	2	ea Cap and cover both left and right		
	2	ea 4" stub back, standard		
	2	ea CASTERS RR4 Casters (set of 4)	224.02	448.04
		Extended Total for Item No. 64:	\$6,898.10	
64.1	2	ea SAFETY SYSTEM MOVEABLE GAS CONNECTOR Dormont Manufacturing Model No. 1675KIT48PS Packed: each Safety System Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 1 full port valve, (2) 90° elbows, 1 pair Safety-Set™ with adhesive foam tape and hardware mounting options, coiled restraining cable with hardware, limited lifetime warranty	181.18	362.36
		Extended Total for Item No. 64.1:	\$362.36	
65	1	ea EXHAUST HOOD Larkin Model No. EO-FPSP 12' 7" x 48" x 24" (EXHAUST ONLY-FRONT PERFORATED SUPPLY PLENUM) WALL STYLE - 430 STAINLESS STEEL - WHERE EXPOSED ITEM#65 WEIGHT: 631lbs 600 Degree ETL Label 3 Prewired Incandescent Light(s) 2 13X13 Exhaust Collar(s) For Top Mounted 2 24X10 Supply Collar W/O Damper Mounted 1 163"X12" FPSP (Front Perforated Supply Plenum) 1 3" Back Stand-Off Mounted (Stand-Off Adds to Width of Hood) 1 Need Height S/S Ceiling Skirt 1 163X78 S/S Back Wall Splash Panel 1 *Hood Mounted Ansul R-102 Wet System LH-END (Fire Cabinet Adds 12" to Length of Hood) 1 2 1/2" Electrical Gas Valve W/Reset Relay 1 Chrome Sleeves for Piping 1 Heat Sensor Mounted In Hood 1 Stainless Steel Baffle Filters CFM REQUIREMENT: EXHAUST: 3780 CFMS @ .500 S.P. NOTE.....: S.P. Calculations Include Hood, Filters, and up to 8' of Straight Exhaust Duct. SUPPLY: 3024 CFMS @ .125 S.P.	9,742.80	9,742.80
		Extended Total for Item No. 65:	\$9,742.80	
65.1	1	ea CONTROL PANEL COVER Larkin Model No. CUSTOM Stainless Steel chase to cover control panel.	82.80	82.80
		Extended Total for Item No. 65.1:	\$82.80	
66	1	ea EXHAUST HOOD Larkin Model No. EO-FPSP 16' 2" x 48" x 24" (EXHAUST ONLY-FRONT PERFORATED SUPPLY PLENUM) WALL STYLE - 430 STAINLESS STEEL - WHERE EXPOSED HOOD IS 2 SECTIONS, END TO END SECTION 1 OF HOOD 2 8' 1" x 48" x 24" WEIGHT: 451lbs 600 Degree ETL Label 2 Prewired Incandescent Light(s)	14,907.45	14,907.45


10-3-12 Culinard Fort Pierce, Florida

The Willingham Company

Page 18 of 23

10/3/2012

10-3-12 Culinard Fort Pierce, Florida

Item	Qty	Description	Sell Each	Sell Total
		1 15X15 Exhaust Collar(s) For Top Mounted 2 24X10 Supply Collar W/O Damper Mounted 1 97"X12" FPSP (Front Perforated Supply Plenum) 1 3" Back Stand-Off Mounted (Stand-Off Adds to Width of Hood) 1 Need Height S/S Ceiling Skirt 1 97X78 S/S Back Wall Splash Panel 1 Ansul Piping 1 Heat Sensor Mounted In Hood 1 Heat Sensor Mounted In Hood 1 Stainless Steel Baffle Filters CFM REQUIREMENT: EXHAUST: 2430 CFMS @ .625 S.P. NOTE.....: S.P. Calculations Include Hood, Filters, and up to 8' of Straight Exhaust Duct. SUPPLY: 1944 CFMS @ .125 S.P. NOTE.....: S.P. Calculations Include Hood and up to 20' of Straight Supply Duct. SECTION 2 OF HOOD 2 8' 1" x 48" x 24" WEIGHT: 451lbs 600 Degree ETL Label 2 Prewired Incandescent Light(s) 1 15X15 Exhaust Collar(s) For Top Mounted 2 24X10 Supply Collar W/O Damper Mounted 1 109"X12" FPSP (Front Perforated Supply Plenum) 1 3" Back Stand-Off Mounted (Stand-Off Adds to Width of Hood) 1 Need Height S/S Ceiling Skirt 1 109X78 S/S Back Wall Splash Panel 1 *Hood Mounted Ansul R-102 Wet System RH-END (Fire Cabinet Adds 12" to Length of Hood) 1 Chrome Sleeves for Piping 1 2 1/2" Electrical Gas Valve W/Reset Relay 1 Automatic Fan Control System With Energy Saver (Wall Mount) A Fully Modulating Energy Saving System 1 Stainless Steel Baffle Filters CFM REQUIREMENT: EXHAUST: 2430 CFMS @ .625 S.P. NOTE.....: S.P. Calculations Include Hood, Filters, and up to 8' of Straight Exhaust Duct. SUPPLY: 1944 CFMS @ .125 S.P. NOTE.....: S.P. Calculations Include Hood and up to 20' of Straight Supply Duct. Extended Total for Item No. 66: \$14,907.45		
66.1	1	ea CONTROL PANEL COVER Larkin Model No. CUSTOM Stainless Steel chase to cover control panel. Extended Total for Item No. 66.1: \$82.80	82.80	82.80
67	1	ea TILTING SKILLET/BRAISING PAN, ELECTRIC Cleveland Range Model No. SEL30T1 Packed: each PowerPan™ Tilting Skillet, electric, 30-gallon cap., bead blasted cooking surface, 10° tilt cooking feature, w/easy manual hand tilt, spring-assisted cover w/vent, gallon & liter markings, s/s construction w/open leg frame 	6,336.50	6,336.50
	1	ea One year limited warranty, standard		
	1	ea Standard wattage		

10-3-12 Culinard Fort Pierce, Florida

The Willingham Company

Page 19 of 23

10/3/2012

10-3-12 Culinard Fort Pierce, Florida

Item	Qty	Description	Sell Each	Sell Total
1	1	ea (VOSK3) 480v/60/3-ph, 12kw, 14.4 amps		
	1	ea SPS13 Single Pantry Faucet & Bracket, for T1 skillets, mounts on right rear of console	221.37	221.37
		Extended Total for Item No. 67:		\$6,557.87
68	2	ea SINK, HAND Krowne Metal Model No. HS-9 Packed: each Space Saver Hand Sink, 12" x 16-1/4" OA, wall mount with bracket, 10" wide x 14" x 6" deep compartment, splash-mount gooseneck faucet, 1-1/2" drain, stainless steel construction	91.29	182.58
	2	ea H-107 Side Splashes for hand sink, pair	134.60	269.20
		Extended Total for Item No. 68:		\$451.78
69	3	ea SINK, HAND Krowne Metal Model No. HS-9 Packed: each Space Saver Hand Sink, 12" x 16-1/4" OA, wall mount with bracket, 10" wide x 14" x 6" deep compartment, splash-mount gooseneck faucet, 1-1/2" drain, stainless steel construction	91.29	273.87
	3	ea H-107 Side Splashes for hand sink, pair	134.60	403.80
		Extended Total for Item No. 69:		\$677.67
70	1	ea Lot of Student lockers		By Others
71		Spare Number		Spare
72	3	ea SINK, (3) THREE COMPARTMENT Advance Tabco Model No. 93-83-60-36RL Regaline Sink, three compartment, w/left & right-hand drainboards, 28" front-to-back x 20" W compartment, 12" deep, with 8" high splash, s/s open frame base, side crossrails, 16/304 stainless steel, 36" drainboards, overall 35" F/B x 139" L/R	2,895.00	8,685.00
	3	ea K-472 Faucet hole revision, each	42.26	126.78
	9	ea K-5 Drain, twist operated, 2" NPT and 1-1/2" IPS outlet connections	89.70	807.30
	9	ea K-4 Support Bracket, for lever drains on sinks	18.54	166.86
		Extended Total for Item No. 72:		\$9,785.94
72.1	3	ea FAUCET T & S Brass Model No. B-0231 Packed: each Sink Mixing Faucet, with 12" swing nozzle, wall mounted, 8" centers on sink faucet with 1/2" IPS eccentric flanged female inlets, lever handles	113.44	340.32
		Extended Total for Item No. 72.1:		\$340.32
72.2	3	ea PRE-RINSE UNIT T & S Brass Model No. B-0133-01 Packed: each EasyInstall Pre-Rinse Unit, 8" c/c wall mount mixing faucet with spring check cartridges & lever handles, 2" diameter flanges with 1/2" NPT male inlets, add-on faucet with 14" swing nozzle, 41-3/8"H, 18" riser, B-0107 spray valve, 063X swing nozzle, 56" flex hose, add on faucet & B109-02 9" wall support	376.74	1,130.22
		Extended Total for Item No. 72.2:		\$1,130.22



10-3-12 Culinard Fort Pierce, Florida

The Willingham Company

Page 20 of 23

10/3/2012

10-3-12 Culinary Fort Pierce, Florida

Item	Qty	Description	Sell Each	Sell Total
		Krowne Metal Model No. HS-9 Packed: each Space Saver Hand Sink, 12" x 16-1/4" OA, wall mount with bracket, 10" wide x 14" x 6" deep compartment, splash-mount gooseneck faucet, 1-1/2" drain, stainless steel construction		
		Extended Total for Item No. 79:	\$91.29	
80		Spare Number		Spare
81	1	ea Millwork Counter		By Others
82	1	ea WORK TABLE, 120", STAINLESS STEEL TOP Advance Tabco Model No. SS-3610 Work Table, 36" wide top, without splash, 120" long, with adjustable undershelf, s/s frame & shelf, 14 gauge, type 304 stainless steel top, s/s bullet feet	1,360.59	1,360.59
				
	1	ea TA-61 Modification to reduce length, start with next largest size then add "TA-61" to model number for tables 9'-6"		
	1	ea TA-11A Sink Welded Into Table Top, 16" X 20" X 8" far left side of table	411.84	411.84
	1	ea K-500MIT To Delete Faucet	-9.92	-9.92
	1	ea K-2C Sink Cover, 16" x 20", Poly-Vance™	92.72	92.72
	1	ea TA-62D Duplex Electrical Outlet, "doghouse style", on top of work surface, each	163.44	163.44
		Extended Total for Item No. 82:	\$2,018.67	
82.1	1	ea FAUCET T & S Brass Model No. B-0225 Packed: each Deck Mixing Faucet, 12" swing nozzle, 4" centers with 1/2" IPS eccentric flanged female inlets, lever handles	110.40	110.40
				
	2	ea B-0425 Supply Nipple Unit, 1/2 x 2	8.28	16.56
		Extended Total for Item No. 82.1:	\$126.96	
83	1	ea WALL CAP Low Temp Industries, Inc Model No. CUSTOM Stainless Steel wall cap, verify dimensions in the field.	795.01	795.01
		Extended Total for Item No. 83:	\$795.01	
84		Spare Number		Spare
85		Spare Number		Spare
86	25	ea CORNER GUARDS Low Temp Industries, Inc Model No. CUSTOM 2" x 2" x 48" stainless steel corner guards.	75.00	1,875.00
		Extended Total for Item No. 86:	\$1,875.00	
		Merchandise		415,147.17
		Freight		12,160.00
		Total Installation		35,423.12
		Sales Tax (6.5%)		30,077.47

10-3-12 Culinary Fort Pierce, Florida



The Willingham Company

Page 22 of 23

EXHIBIT B

INTENTIONALLY DELETED

EXHIBIT C

FORM OF SPECIAL WARRANTY DEED

When Recorded, Mail to:

Mail Tax Statements to:

SPECIAL WARRANTY DEED

FOR THE CONSIDERATION of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, THOMAS P. GALLAGHER AND THOMAS D. GORDON, AS CO-TRUSTEES OF THE DON LEVIN TRUST DATED AUGUST 30, 1991, AS AMENDED ("Grantor"), does hereby grant, sell and convey to _____, a _____ ("Grantee"), the following real property situated in the County of St. Lucie, State of Florida, together with all rights and privileges appurtenant thereto and all buildings and improvements situated thereon:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (THE "PROPERTY").

SUBJECT TO: the encumbrances and restrictions described in EXHIBIT B attached hereto.

AND: Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

(Signature Page Follows)

Executed by Grantor this ____ day of _____, 2019.

**THOMAS P. GALLAGHER AND THOMAS D.
GORDON, AS CO-TRUSTEES OF THE DON
LEVIN TRUST DATED AUGUST 30, 1991, AS
AMENDED**

By: _____
Name: Thomas P. Gallagher
Title: Co-Trustee

By: _____
Name: Thomas D. Gordon
Title: Co-Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 22 AND THE CENTER-LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 89° 20' 00" EAST, ALONG SAID QUARTER-SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 00° 01' 00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1261.19 FEET; THENCE SOUTH 89° 20' 00" EAST, PARALLEL WITH SAID QUARTER-SECTION LINE, A DISTANCE OF 83.00 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE SOUTH 89° 20' 00" EAST, A DISTANCE OF 307.52 FEET; THENCE, SOUTH 00° 40' 00" WEST, A DISTANCE OF 142.00 FEET; THENCE, NORTH 89° 20' 00" WEST PARALLEL WITH SAID QUARTER-SECTION LINE, A DISTANCE OF 306.00 FEET; THENCE, NORTH 00° 03' 00" EAST, ALONG A LINE 83.00 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 142.01 FEET OF THE POINT OF BEGINNING;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER ALL THAT PART OF THAT CERTAIN 83 FOOT WIDE STRIP OF LAND, LYING EASTERLY OF THE RIGHT OF WAY FOR U.S. HIGHWAY NO. 1 AND WESTERLY AND CONTIGUOUS TO THE ABOVE DESCRIBED PARCEL OF LAND.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 388, PAGE 1393, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 372, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL II:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 22 AND THE CENTERLINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 89°20'00" EAST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 00°03'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 753.20 FEET TO THE NORTHWEST CORNER OF PARCEL ONE, AS DESCRIBED HEREON; THENCE, SOUTH 89°20'00" EAST, ALONG THE NORTH LINE OF SAID PARCEL ONE, A DISTANCE OF 343.04 FEET; THENCE, SOUTH 00°40'00" EAST, DEPARTING THE NORTH LINE OF SAID PARCEL ONE, A DISTANCE OF 31.96 FEET TO THE NORTHWEST CORNER OF AN EXISTING TWO-STORY BUILDING AND THE POINT OF BEGINNING;

THENCE, SOUTH 89°19'41" EAST, ALONG THE NORTH FACE OF SAID TWO-STORY BUILDING AND ITS EASTERLY PROLONGATION, A DISTANCE OF 326.62 FEET; THENCE, SOUTH 00°40'36" WEST, ALONG A LINE PARALLEL WITH AND 21.50 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 166.17 FEET, MORE OR LESS, TO THE NORTHERLY FACE OF AN EXISTING ONE-STORY BUILDING; THENCE, NORTH 89°19'41" WEST, ALONG THE NORTH FACE OF SAID ONE-STORY BUILDING, A DISTANCE OF 21.50 FEET, MORE OR LESS, TO THE EASTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, SOUTH 00°40'36" WEST, ALONG THE EASTERLY FACE OF SAID TWO-STORY BUILDING AND ITS SOUTHERLY PROLONGATION, A DISTANCE OF 309.81 FEET; THENCE, SOUTH 89°20'00" EAST, A DISTANCE OF 7.39 FEET TO A POINT ON THE EAST LINE OF AFORESAID PARCEL ONE; THENCE, SOUTH 00°03'00" WEST, ALONG THE EAST LINE OF SAID PARCEL ONE, A DISTANCE OF 142.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL ONE; THENCE, NORTH 89°20'00" WEST, ALONG THE SOUTH LINE OF SAID PARCEL ONE, A DISTANCE OF 261.00 FEET TO THE SOUTHEAST CORNER OF PARCEL A, AS DESCRIBED HEREON; THENCE, NORTH 00°40'00" EAST, ALONG THE EAST LINE OF SAID PARCEL A, A DISTANCE OF 142.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A; THENCE, NORTH 89°20'00" WEST, ALONG THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 53.11 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, NORTH 00°41'10" EAST, ALONG SAID SOUTHERLY PROLONGATION AND ALONG THE WESTERLY FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 432.86 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF AN EXISTING 0.7 FOOT WIDE CONCRETE BLOCK WALL ALONG THE SOUTHERLY SIDE OF AN EXISTING CONCRETE LOADING DOCK; THENCE, NORTH 89°28'10" WEST, ALONG THE SOUTHERLY FACE OF SAID CONCRETE BLOCK WALL, A DISTANCE OF 80.0 FEET; THENCE, NORTH 00°41'10" EAST, A DISTANCE OF 38.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF AN EXISTING 0.7 FOOT WIDE CONCRETE BLOCK WALL ALONG THE NORTH SIDE OF SAID CONCRETE LOADING DOCK; THENCE, SOUTH 89°28'10" EAST, ALONG THE NORTH FACE OF SAID CONCRETE BLOCK WALL, A DISTANCE OF 80.0 FEET, MORE OR LESS, TO THE WESTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, NORTH 00°41'10" EAST, ALONG THE WESTERLY FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 4.86 FEET TO THE NORTHWESTERN CORNER OF SAID TWO-STORY BUILDING AND THE POINT OF BEGINNING.

NOTE: "PARCEL ONE" AND "PARCEL TWO" REFER TO THE PARCELS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 797, PAGE 2157, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. "PARCEL A" AND "PARCEL B" REFER TO "THE RESTAURANT PARCEL (A)" AND "SAVINGS & LOAN PARCEL (B)" ALSO DESCRIBED IN THAT WARRANTY DEED.

TOGETHER WITH:

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 85, PAGE 576, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 380, PAGE 2398, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 388, PAGE 1393, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 398, PAGE 394, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 372, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 379, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE APPURTENANT EASEMENTS AS CREATED BY THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 839, PAGE 984, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT B
PERMITTED EXCEPTIONS

1. Acts of Grantee, and those claiming by, through and under Grantee.
2. General and special taxes and assessments not yet delinquent.
3. Rights of tenants under leases, and those claiming by, through and under said tenants.
4. Zoning, building and other governmental and quasi-governmental laws, codes and regulations.
5. Any adverse claim to any portion of the Property which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
6. Covenants, conditions, restrictions and private or public utility easements of record together with easements or claims of easements not shown by the public records.
7. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Property.
8. All other matters of record.

EXHIBIT D

FORM OF GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE ("Assignment") is dated as of _____, 2019 and is entered into by and between THOMAS P. GALLAGHER AND THOMAS D. GORDON, AS CO-TRUSTEES OF THE DON LEVIN TRUST DATED AUGUST 30, 1991, AS AMENDED ("Assignor") and _____, a _____ ("Assignee"), with respect to the following matters.

W I T N E S S E T H:

Assignor and Assignee entered into that certain Purchase And Sale Agreement and Joint Escrow Instructions, dated as of _____, 2019 (the "Agreement"), regarding the sale of that certain real property being more fully described on Exhibit A attached hereto and made a part hereof, together with all improvements and other property comprising Property (as defined in the Agreement). Unless otherwise indicated herein, all capitalized terms in this Assignment shall have the meaning ascribed to them in the Agreement.

Pursuant to the Agreement (except as otherwise provided for therein), Assignor is obligated to transfer, sell, convey and assign any and all of Assignor's right, title and interest in and to the Personal Property and to the extent assignable, the Intangible Property (collectively, the "Assigned Properties"), and to delegate any and all of its obligations and responsibilities in the Assigned Properties from and after the date hereof to Assignee and Assignee is obligated to assume such obligations and responsibilities.

A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the Assigned Properties and Assignee hereby accepts such assignment and hereby assumes all of the obligations and the performance of all of the terms, covenants and conditions under the Assigned Properties, in each case, arising and accruing from and after the date of this Assignment.

The Personal Property is being conveyed "AS IS" and "WITH ALL FAULTS", WITHOUT ANY REPRESENTATIONS OR WARRANTIES AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH ARE SPECIFICALLY DISCLAIMED BY SELLER.

In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all out-of-pocket costs and expenses of the action or suit, including actual, reasonable attorneys' fees and costs.

The transfers and assumptions given effect by this Assignment are limited by and made expressly subject to the terms, covenants and conditions set forth in the Agreement.

This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of Florida.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

THOMAS P. GALLAGHER AND THOMAS D. GORDON, AS CO-TRUSTEES OF THE DON LEVIN TRUST DATED AUGUST 30, 1991, AS AMENDED

By: _____
Thomas P. Gallagher, Co-Trustee

By: _____
Thomas D. Gordon, Co-Trustee

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 22 AND THE CENTER-LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 89° 20' 00" EAST, ALONG SAID QUARTER-SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 00° 01' 00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1261.19 FEET; THENCE SOUTH 89° 20' 00" EAST, PARALLEL WITH SAID QUARTER-SECTION LINE, A DISTANCE OF 83.00 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE SOUTH 89° 20' 00" EAST, A DISTANCE OF 307.52 FEET; THENCE, SOUTH 00° 40' 00" WEST, A DISTANCE OF 142.00 FEET; THENCE, NORTH 89° 20' 00" WEST PARALLEL WITH SAID QUARTER-SECTION LINE, A DISTANCE OF 306.00 FEET; THENCE, NORTH 00° 03' 00" EAST, ALONG A LINE 83.00 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 142.01 FEET OF THE POINT OF BEGINNING;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER ALL THAT PART OF THAT CERTAIN 83 FOOT WIDE STRIP OF LAND, LYING EASTERLY OF THE RIGHT OF WAY FOR U.S. HIGHWAY NO. 1 AND WESTERLY AND CONTIGUOUS TO THE ABOVE DESCRIBED PARCEL OF LAND.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 388, PAGE 1393, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 372, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL II:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 22 AND THE CENTERLINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 89°20'00" EAST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 00°03'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 753.20 FEET TO THE NORTHWEST CORNER OF PARCEL ONE, AS DESCRIBED HEREON; THENCE, SOUTH 89°20'00" EAST, ALONG THE NORTH LINE OF SAID PARCEL ONE, A DISTANCE OF 343.04 FEET; THENCE, SOUTH 00°40'00" EAST, DEPARTING THE NORTH LINE OF SAID PARCEL ONE, A DISTANCE OF 31.96 FEET TO THE NORTHWEST CORNER OF AN EXISTING TWO-STORY BUILDING AND THE POINT OF BEGINNING;

THENCE, SOUTH 89°19'41" EAST, ALONG THE NORTH FACE OF SAID TWO-STORY BUILDING AND ITS EASTERLY PROLONGATION, A DISTANCE OF 326.62 FEET; THENCE, SOUTH 00°40'36" WEST, ALONG A LINE PARALLEL WITH AND 21.50 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 166.17 FEET, MORE OR LESS, TO THE NORTHERLY FACE OF AN EXISTING ONE-STORY BUILDING; THENCE, NORTH 89°19'41" WEST, ALONG THE NORTH FACE OF SAID ONE-STORY BUILDING, A DISTANCE OF 21.50 FEET, MORE OR LESS, TO THE EASTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, SOUTH 00°40'36" WEST, ALONG THE EASTERLY FACE OF SAID TWO-STORY BUILDING AND ITS SOUTHERLY PROLONGATION, A DISTANCE OF 309.81 FEET; THENCE, SOUTH 89°20'00" EAST, A DISTANCE OF 7.39 FEET TO A POINT ON THE EAST LINE OF AFORESAID PARCEL ONE; THENCE, SOUTH 00°03'00" WEST, ALONG THE EAST LINE OF SAID PARCEL ONE, A DISTANCE OF 142.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL ONE; THENCE, NORTH 89°20'00" WEST, ALONG THE SOUTH LINE OF SAID PARCEL ONE, A DISTANCE OF 261.00 FEET TO THE SOUTHEAST CORNER OF PARCEL A, AS DESCRIBED HEREON; THENCE, NORTH 00°40'00" EAST, ALONG THE EAST LINE OF SAID PARCEL A, A DISTANCE OF 142.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A; THENCE, NORTH 89°20'00" WEST, ALONG THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 53.11 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, NORTH 00°41'10" EAST, ALONG SAID SOUTHERLY PROLONGATION AND ALONG THE WESTERLY FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 432.86 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF AN EXISTING 0.7 FOOT WIDE CONCRETE BLOCK WALL ALONG THE SOUTHERLY SIDE OF AN EXISTING CONCRETE LOADING DOCK; THENCE, NORTH 89°28'10" WEST, ALONG THE SOUTHERLY FACE OF SAID CONCRETE BLOCK WALL, A DISTANCE OF 80.0 FEET; THENCE, NORTH 00°41'10" EAST, A DISTANCE OF 38.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF AN EXISTING 0.7 FOOT WIDE CONCRETE BLOCK WALL ALONG THE NORTH SIDE OF SAID CONCRETE LOADING DOCK; THENCE, SOUTH 89°28'10" EAST, ALONG THE NORTH FACE OF SAID CONCRETE BLOCK WALL, A DISTANCE OF 80.0 FEET, MORE OR LESS, TO THE WESTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, NORTH 00°41'10" EAST, ALONG THE WESTERLY FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 4.86 FEET TO THE NORTHWESTERN CORNER OF SAID TWO-STORY BUILDING AND THE POINT OF BEGINNING.

NOTE: "PARCEL ONE" AND "PARCEL TWO" REFER TO THE PARCELS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 797, PAGE 2157, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. "PARCEL A" AND "PARCEL B" REFER TO "THE RESTAURANT PARCEL (A)" AND "SAVINGS & LOAN PARCEL (B)" ALSO DESCRIBED IN THAT WARRANTY DEED.

TOGETHER WITH:

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 85, PAGE 576, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 380, PAGE 2398, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 388, PAGE 1393, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 398, PAGE 394, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 372, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 379, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE APPURTENANT EASEMENTS AS CREATED BY THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 839, PAGE 984, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT E

FORM OF SELLER'S AFFIDAVIT

March __, 2019

Thomas P. Gallagher and Thomas D. Gordon, as co-Trustees of the Don Levin Trust dated August 30, 1991, as amended ("Seller"), hereby represent to Old Republic National Title Insurance Company (the "Company") and Rickey L. Farrell, Attorney at Law, P.A. (the "Agent") that:

1. Seller is the owner of the land legally described on Exhibit A attached hereto (the "Property"). This Closing Affidavit (this "Affidavit") is made by Seller in connection with a sale of the Property (the "Transaction") to St. James Christian Academy, Inc., a Florida not-for-profit corporation ("Buyer").
2. Seller has not received written notice of any liens, taxes, or assessments affecting the Property which are due or about to become due, except for real estate and personal property taxes for the year **2019** and subsequent years, which are not yet due and payable.
3. Seller has not, in the last ninety (90) days prior to the date set forth above, made, ordered, or contracted to be made to the Property any improvements, alterations, or repairs.
4. Except in connection with certain actions filed by or on behalf of the prior tenant of the Property, Medical Career Center, Inc., a Florida corporation ("Prior Tenant"), and any affiliates of Prior Tenant, Seller has not received written notice of any actions, suits or other litigation or alternative dispute resolution proceedings pending against Seller or the Property or any portion thereof, and, to Seller's actual knowledge, there are no threatened actions, suits or proceedings against Seller or the Property or any portion thereof.
5. To Seller's actual knowledge, as of the date first set forth above there are no persons other than Buyer in possession of the Property.
6. To Seller's actual knowledge, as of the date first set forth above there are no active disputes concerning the boundary lines of the Property. Seller has not received written notice from governmental authorities of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property.
7. Seller has not received written notice of any public hearing regarding changes in zoning laws applicable to the Property in the last ninety (90) days prior to the date set forth above.
8. To Seller's actual knowledge, there are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the Property.
9. Seller understands that Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform Buyer that the withholding of tax is not required upon the disposition of a United States real property interest by Seller, Seller hereby certifies the following:
 - A. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); and
 - B. Seller is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Internal Revenue Code; and

C. Seller's U.S. employer taxpayer identification number is _____; and

D. Seller's office address is _____.

Seller understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

10. This affidavit is given for the purpose of aiding the Company and the Agent in determining the insurability of title to the Property, and to induce the Company to issue its title insurance policies and endorsements. Seller understands that the Company and the Agent are relying upon the statements set forth herein and hereby certify that such statements are true and correct. If any of the statements made by Seller in this Closing Affidavit are untrue, Seller shall indemnify the Company and the Agent from any and all loss or damages to the extent arising out of or resulting from such untrue statements made by Seller. "Seller" and "Buyer" include singular or plural as context so requires or admits.

[signature pages follow]

Under penalty of perjury, Seller declares under penalty of perjury that the foregoing is true and correct.

SELLER:

**THOMAS P. GALLAGHER AND THOMAS D.
GORDON, AS CO-TRUSTEES OF THE DON LEVIN
TRUST DATED AUGUST 30, 1991, AS AMENDED**

By: _____
Thomas P. Gallagher, Co-Trustee

By: _____
Thomas D. Gordon, Co-Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

EXHIBIT A TO SELLER'S AFFIDAVIT

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 22 AND THE CENTER-LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 89° 20' 00" EAST, ALONG SAID QUARTER-SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 00° 01' 00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1261.19 FEET; THENCE SOUTH 89° 20' 00" EAST, PARALLEL WITH SAID QUARTER-SECTION LINE, A DISTANCE OF 83.00 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE SOUTH 89° 20' 00" EAST, A DISTANCE OF 307.52 FEET; THENCE, SOUTH 00° 40' 00" WEST, A DISTANCE OF 142.00 FEET; THENCE, NORTH 89° 20' 00" WEST PARALLEL WITH SAID QUARTER-SECTION LINE, A DISTANCE OF 306.00 FEET; THENCE, NORTH 00° 03' 00" EAST, ALONG A LINE 83.00 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 142.01 FEET OF THE POINT OF BEGINNING;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER ALL THAT PART OF THAT CERTAIN 83 FOOT WIDE STRIP OF LAND, LYING EASTERLY OF THE RIGHT OF WAY FOR U.S. HIGHWAY NO. 1 AND WESTERLY AND CONTIGUOUS TO THE ABOVE DESCRIBED PARCEL OF LAND.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 388, PAGE 1393, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 372, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL II:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 22 AND THE CENTERLINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 89°20'00" EAST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE, SOUTH 00°03'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 753.20 FEET TO THE NORTHWEST CORNER OF PARCEL ONE, AS DESCRIBED HEREON; THENCE, SOUTH 89°20'00" EAST, ALONG THE NORTH LINE OF SAID PARCEL ONE, A DISTANCE OF 343.04 FEET; THENCE, SOUTH 00°40'00" EAST, DEPARTING THE NORTH LINE OF SAID PARCEL ONE, A DISTANCE OF 31.96 FEET TO THE NORTHWEST CORNER OF AN EXISTING TWO-STORY BUILDING AND THE POINT OF BEGINNING;

THENCE, SOUTH 89°19'41" EAST, ALONG THE NORTH FACE OF SAID TWO-STORY BUILDING AND ITS EASTERLY PROLONGATION, A DISTANCE OF 326.62 FEET; THENCE, SOUTH 00°40'36" WEST, ALONG A LINE PARALLEL WITH AND 21.50 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 166.17 FEET, MORE OR LESS, TO THE NORTHERLY FACE OF AN EXISTING ONE-STORY BUILDING; THENCE, NORTH 89°19'41" WEST, ALONG THE NORTH FACE OF SAID ONE-STORY BUILDING, A DISTANCE OF 21.50 FEET, MORE OR LESS, TO THE EASTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, SOUTH 00°40'36" WEST, ALONG THE EASTERLY FACE OF SAID TWO-STORY BUILDING AND ITS SOUTHERLY PROLONGATION, A DISTANCE OF 309.81 FEET; THENCE, SOUTH 89°20'00" EAST, A DISTANCE OF 7.39 FEET TO A POINT ON THE EAST LINE OF AFORESAID PARCEL ONE; THENCE, SOUTH 00°03'00" WEST, ALONG THE EAST LINE OF SAID PARCEL ONE, A DISTANCE OF 142.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL ONE; THENCE, NORTH 89°20'00" WEST, ALONG THE SOUTH LINE OF SAID PARCEL ONE, A DISTANCE OF 261.00 FEET TO THE SOUTHEAST CORNER OF PARCEL A, AS DESCRIBED HEREON; THENCE, NORTH 00°40'00" EAST, ALONG THE EAST LINE OF SAID PARCEL A, A DISTANCE OF 142.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A; THENCE, NORTH 89°20'00" WEST, ALONG THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 53.11 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, NORTH 00°41'10" EAST, ALONG SAID SOUTHERLY PROLONGATION AND ALONG THE WESTERLY FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 432.86 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF AN EXISTING 0.7 FOOT WIDE CONCRETE BLOCK WALL ALONG THE SOUTHERLY SIDE OF AN EXISTING CONCRETE LOADING DOCK; THENCE, NORTH 89°28'10" WEST, ALONG THE SOUTHERLY FACE OF SAID CONCRETE BLOCK WALL, A DISTANCE OF 80.0 FEET; THENCE, NORTH 00°41'10" EAST, A DISTANCE OF 38.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF AN EXISTING 0.7 FOOT WIDE CONCRETE BLOCK WALL ALONG THE NORTH SIDE OF SAID CONCRETE LOADING DOCK; THENCE, SOUTH 89°28'10" EAST, ALONG THE NORTH FACE OF SAID CONCRETE BLOCK WALL, A DISTANCE OF 80.0 FEET, MORE OR LESS, TO THE WESTERLY FACE OF THE AFORESAID TWO-STORY BUILDING; THENCE, NORTH 00°41'10" EAST, ALONG THE WESTERLY FACE OF SAID TWO-STORY BUILDING, A DISTANCE OF 4.86 FEET TO THE NORTHWESTERN CORNER OF SAID TWO-STORY BUILDING AND THE POINT OF BEGINNING.

NOTE: "PARCEL ONE" AND "PARCEL TWO" REFER TO THE PARCELS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 797, PAGE 2157, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. "PARCEL A" AND "PARCEL B" REFER TO "THE RESTAURANT PARCEL (A)" AND "SAVINGS & LOAN PARCEL (B)" ALSO DESCRIBED IN THAT WARRANTY DEED.

TOGETHER WITH:

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 85, PAGE 576, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 380, PAGE 2398, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 388, PAGE 1393, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 398, PAGE 394, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN DECLARATION OF INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 372, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE EASEMENT, TO THE EXTENT TO WHICH IT IS APPURTENANT TO THE PREMISES, AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 423, PAGE 379, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

NON-EXCLUSIVE APPURTENANT EASEMENTS AS CREATED BY THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 839, PAGE 984, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.