

AGREEMENT OF SALE AND PURCHASE

THIS AGREEMENT OF SALE AND PURCHASE (“Agreement”) made as of the ____ day of _____, 2017, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida (“Seller”) and **TURNSTONE DEVELOPMENT CORPORATION**, a foreign not-for-profit corporation, and/or its nominee (“Purchaser”), with the joinder and consent of **JOSEPH M. BALOCCO, JR., P.A.** (hereinafter referred to as “Escrow Agent”).

W I T N E S S E T H:

WHEREAS, Seller is the owner and holder of the fee simple title to that certain parcel of real property lying, being and situate in Broward County, Florida, legally described on **Exhibit “A”** attached hereto and made a part hereof, together with all easements, rights-of-way, privileges, appurtenances and rights to same, belonging to and inuring to the benefit of said real property; all strips and gores, if any; all right title and interest, if any, of Seller in and to any land lying in the bed of any street, road, avenue, open or proposed, in front of or adjoining said real property to the center line thereof, and all right, title and interest of Seller in and to any awards made or to be made in lieu thereof, and in and to any unpaid awards for damage to said real property by reason of change of grade of any street (“Land”); and

WHEREAS, the Land, together with all of the rights and appurtenances appertaining thereto, are hereinafter collectively referred to as the “Property”; and

WHEREAS, Purchaser desires to purchase the Property from Seller and Seller desires to sell the Property to Purchaser, all for the price and pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby agree as follows:

1. **Recitation.** The recitations set forth in the preamble of this Agreement are true and correct and are incorporated herein by this reference.

2. **Sale of Property.** Seller shall sell, transfer, assign and convey to Purchaser at the Closing, as hereinafter defined, the Property, and Purchaser shall accept such conveyance, subject to the conditions hereof and upon the representations and warranties herein made.

3. **Purchase Price.**

3.1. The Purchase Price to be paid by Purchaser to Seller for the Property (“Purchase Price”) shall be ONE MILLION THREE HUNDRED FIFTY THOUSAND AND NO/100 (\$1,350,000.00) Dollars.

3.2. The Purchase Price shall be paid as follows:

(a) Seller acknowledges receipt of an earnest money deposit in the amount of ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 (\$135,000.00) Dollars (“Deposit”), which Deposit accompanied Purchaser’s Proposal and which Deposit shall be transferred to and held in escrow by Escrow Agent in accordance with the terms of this Agreement provided this Agreement shall be approved by the Seller. This Agreement is subject to the formal approval by the Seller in a meeting to be held on or before February 21, 2018. In the event the Seller shall fail to timely approve this Agreement, the Deposit shall be forthwith returned to the Purchaser. In the event Purchaser notifies the Seller of its intent to proceed, or is deemed to have approved same, pursuant to the terms of Paragraph 8 of this Agreement, on or prior to the end of the “Inspection Completion Date” (as hereinafter defined), the Deposit shall be non-refundable, except in the event of an uncured Seller default, and provided that the closing conditions referenced in Paragraph 15 hereof have been satisfied and/or waived.

(b) At Closing, Purchaser shall pay to the Seller the balance of the Purchase Price, of which the Deposit, and any applicable extension fees paid as hereinafter referenced, shall be a part thereof, payable in cash, by wire transfer, subject to prorations, adjustments and credits as hereinafter set forth.

4. **Permitted Encumbrances.** At Closing, Seller shall deliver the Land by a Special Warranty Deed conveying good, marketable and insurable title to the Property, free and clear of all liens, claims, easements, limitations, restrictions or encumbrances whatsoever, except for the following “Permitted Encumbrances”, to wit:

(a) Ad valorem real estate taxes for the year of Closing and subsequent years not yet due and payable; and

(b) Zoning restrictions and prohibitions imposed by governmental and/or quasi-governmental authority; and

(c) Those matters set forth in **Exhibit “B”** attached hereto and made a part hereof.

5. **Title.** Within fifteen (15) days from the Effective Date as hereinafter defined, Seller shall deliver, at Purchaser’s cost, an ALTA Form B title insurance commitment (“Commitment”) with respect to the Land in the amount of the Purchase Price prepared by Chicago Title Insurance Company (“Title Company”) issued by Escrow Agent, together with legible hard copies of all exceptions contained in the Commitment. Further, Purchaser may obtain, at Purchaser’s cost, within thirty (30) days following the date of the execution of this Agreement, an up-to-date survey (with appropriate monuments) on the ground (“Survey”) prepared in accordance with the Minimum Technical Standards set forth in rules adopted by the Florida Board of Land Surveyors pursuant to Florida Statutes 472.027 and certified to Purchaser, Seller, Escrow Agent

and the Title Company under seal by surveyor licensed by the State of Florida acceptable to Purchaser showing the legal description of the Land and calculation of the acreage of the Land and shall overlay all easements, (temporary or permanent), rights-of-way, improvements, fences, utilities, poles, water areas and all other matters affecting title to the Land as of the effective date of the Commitment. If the Survey shows any encroachments affecting the Land, the same shall be deemed to be a title defect. Purchaser shall have ten (10) business days from receipt of the Commitment (and the Survey if, as and only to the extent timely obtained by Purchaser) (collectively referred to as "Title Evidence") in which to examine same ("Title Review Period"). In the event that Purchaser is not satisfied with the status of title with respect to the Land for any reason (including an objection as to any of the Permitted Encumbrances), Purchaser shall have the right to terminate this Agreement upon delivery of written notice to Seller prior to the end of the Title Review Period, whereupon Escrow Agent shall return to Purchaser the Deposit and the parties shall be released of all further obligations each to the other under this Agreement, except to the extent of the indemnities and obligations expressly stated to survive such termination ("Surviving Obligations"). Additionally, if Purchaser does not elect to terminate this Agreement as provided in the preceding sentence and if title is found to be subject to any matters other than the Permitted Encumbrances, Purchaser shall within said Title Review Period, notify Seller in writing specifying the defects. Seller shall have sixty (60) days from receipt of such notice to exercise its best efforts to cure the defect and if after said sixty (60) day period Seller shall not have cured such defect, then the Deposit shall be refunded to Purchaser and this Agreement shall be terminated except for the Surviving Obligations. Seller shall not be obligated to file suit to cure title.

6. **Representations and Warranties.** As a material inducement to Purchaser to execute this Agreement and to close the transaction contemplated hereby and to pay the Purchase Price therefor, Seller covenants, represents and warrants to Purchaser as follows, to wit:

(a) Subject to the Seller's approval, the Seller has the full right, power and authority to own, operate and convey the Property, and does not need any further consents, joinders or other authorization from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement, and to consummate the transactions contemplated hereby.

(b) At Closing, no work shall have been performed or be in progress and no materials or services shall be furnished with respect to the Property or any portion thereof which could give rise to any mechanic's, materialmen or other liens. At Closing, Seller shall furnish to Purchaser an affidavit in form and substance acceptable to Title Company attesting to the absence of any such liens or potential liens (if there are no such liens) required by the Title Company to delete the mechanic's lien standard preprinted exception.

(c) Seller is not a party to and the Property is not affected by any service, maintenance, property management or any other contracts or other agreements of any kind ("Service Contracts").

(d) Seller is neither a “foreign person” nor a “foreign corporation” (as those terms are defined in Section 7701 of the Internal Revenue Code of 1986, as amended).

(e) There are no leases, use rights or other rights of occupancy which affect the Property, and there will be no leases, use rights or other rights of occupancy affecting the Property at Closing.

7. **Covenants of Seller.** As a material inducement to Purchaser entering into this Agreement, Seller hereby covenants unto Purchaser the following, to wit:

(a) Within five (5) days from the Effective Date, Seller will furnish, or cause to be furnished, to Purchaser any documents and other information requested by Purchaser with respect to the Property which Seller has in its possession;

(b) If Seller receives any actual notice of the commencement of any legal action or notice from any governmental authority affecting the Property, or the transaction contemplated by this Agreement, Seller agrees to immediately provide written notice of same to Purchaser. Seller shall not seek any change in the existing governmental approvals for the Property without the prior written consent of Purchaser in each instance and as otherwise required hereunder. In the event of any legal action or violation of governmental or quasi-governmental authority which will affect the Property and Seller shall fail to cure such matter giving rise to such legal action or violation within one hundred thirty (130) days from date of notice to Purchaser thereof (whereupon the Closing shall be extended for up to one hundred thirty (130) days without the payment of any extension fees to permit Seller’s cure thereof, if applicable), Purchaser shall have the right to terminate this Agreement upon written notice to Seller, whereupon the Deposit shall be immediately returned to Purchaser, and the parties shall be released of all further obligations each to the other hereunder, provided however, Purchaser shall not be released with respect to its indemnities and obligations that expressly survive termination of this Agreement.

8. **Inspections.**

(a) The parties hereto acknowledge that Purchaser, as of the date of the execution of this Agreement, has not yet had an opportunity to review, examine, evaluate or otherwise satisfy itself with respect to the financial or economic viability of the transaction contemplated hereby, the soil condition, environmental condition, or other aspects of the Property. In that regard, Purchaser shall have a period (“Inspection Period”) which shall be FIFTY-NINE (59) days following the Effective Date in which to conduct such inspections and otherwise examine same. If, prior to 5:00 p.m. e.s.t. on a date (“Inspection Completion Date”) which is the end of the Inspection Period, Purchaser determines that the Property is not acceptable in Purchaser’s sole and absolute discretion, Purchaser shall give written notice to Seller electing to terminate this Agreement. In the event said notice is not delivered prior to 5:00 p.m. e.s.t. on the Inspection Completion Date, it shall be deemed that Purchaser has elected to proceed in accordance with the terms of this Agreement. Should Purchaser timely elect to terminate this Agreement the Escrow Agent is hereby authorized and directed to return the Deposit to Purchaser and the parties

shall be relieved of all further obligations each to the other; provided however, Purchaser shall not be released with respect to obligations and indemnities that expressly survive termination of this Agreement. Purchaser hereby indemnifies and holds Seller forever harmless from and against any and all loss, cost, damage, liability, lien, claim, threat(s) of claim, or other exposure suffered or incurred by Seller on account of the acts or omissions of Purchaser, its employees, agents and/or contractors which respect to the inspections (including, without limitation, reasonable attorney's fees, paralegal's fees and court costs through all trial and appellate levels incurred by Seller through the defense thereof). Purchaser shall have the right to extend the Inspection Period for one (1) additional fifty-nine (59) day period, upon fifteen (15) days written notice to Seller, prior to expiration of the initial Inspection Period. Any request for an extension of the Inspection Completion Date shall be accompanied by a Fifteen Thousand and no/100 (\$15,000.00) Dollar nonrefundable extension fee which shall be credited to the Purchase Price.

(b) Purchaser, its agents, employees and representatives, shall have access to the Property at all reasonable times subsequent to the Effective Date and prior to the Closing or earlier termination of this Agreement, upon reasonable prior notice to the Seller, with full right to perform the inspections (provided the inspections are non-intrusive, and as otherwise approved by Seller, which approval shall not be unreasonably withheld or delayed). Upon completion of any inspections, Purchaser shall restore any damage to the Property caused, directly or indirectly, by Purchaser's inspections to the condition existing immediately prior to such inspections of the Property. Purchaser shall, at Purchaser's expense, promptly cause: (i) all borings made by or on behalf of Purchaser to be plugged or capped in a safe manner in accordance with applicable law; (ii) all property, if any, damaged or destroyed by Purchaser, its employees, agents and independent contractors to be repaired, restored and replaced; and (iii) all debris, if any, and all underbrush cut or uprooted, if any, resulting from or in connection with the inspections to be removed from the Land, provided, however, in no event shall such inspections disturb environmentally sensitive lands nor shall Purchaser cut or uproot, or permit or cause any of Purchaser's employees, agents or independent contractors to cut or uproot, any living trees or disturb any wetlands situated on the Land.

(c) All inspections of the Property by Purchaser and all costs and expenses in connection with Purchaser's inspections of the Property shall be at the sole cost of Purchaser, and shall be performed free and clear of all liens, claims and encumbrances and in a manner not to unreasonably interfere with the Seller's ownership, operation and maintenance of the Property. Purchaser shall not permit any liens to be placed against the Property, or any portion thereof, as a result of any actions taken or inactions or omissions by, through or under Purchaser and shall promptly remove any such liens so filed by payment or bonding of same in the manner required by Florida law so that such liens, claims or encumbrances no longer constitute same on any portion of the Property.

(d) Notwithstanding anything contained herein to the contrary, prior to Purchaser's performing any inspections upon the Property, Purchaser shall furnish Seller with a certificate of insurance evidencing that Purchaser has in effect a general liability policy (from an insurance company licensed by the State of Florida and reasonably acceptable to the Seller), with

limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage liability in any one occurrence naming Seller as an additional insured.

The provisions of this Paragraph 8 shall prevail over any other section or paragraph of this Agreement in the event of any conflict or ambiguity and shall survive the Closing.

9. **The Closing.**

The closing of title hereunder ("Closing") shall take place at the offices of Escrow Agent, 1323 SE Third Avenue, Fort Lauderdale, Florida 33316 ("Closing Location") commencing at such time as may be mutually agreed to by the Parties on the date that is thirty (30) days from the end of the Entitlement Approval Period.

10. **Prorations and Adjustments.** Special assessment liens which have been certified and physically commenced (certified liens) as of the Closing shall be paid in full by Seller (and discharged such that the Property is free of same) at the Closing. Special assessment liens which have been authorized, but where the work has not been commenced and are pending (pending liens) as of the Closing shall be assumed by Purchaser.

Seller represents that it is a tax exempt entity. The Parties agree to comply with the provisions of Florida Statute 196.295 with respect to payment of real property taxes.

The provisions of this Paragraph 10 shall survive the Closing.

11. **Brokerage.** The Parties hereto each represent to the other that there are no brokers instrumental in the negotiation and/or consummation of this transaction, except for None. **The Seller shall not be obligated for the payment of any brokerage commission whatsoever in connection with this Agreement.** Purchaser shall be obligated for payment of any brokerage commission. Seller and Purchaser hereby indemnify and hold each other harmless from and against any cost, fees, damages, claims and liabilities, including, but not limited to, reasonable attorney's and paralegal's fees arising out of any claim or demand or threats of claim made by any broker or salesmen claiming by reason of its relationship with the offending party or its representatives, employees or agents, whether incurred by settlement and whether or not litigation results in all trial, arbitration and appellate levels. The provisions of this Paragraph shall survive Closing or earlier termination of this Agreement.

12. **Closing Costs.** The costs of recording any corrective instruments shall be paid by Seller. The cost of recording the Special Warranty Deed as well as all documentary stamps owed in connection therewith and the cost of the Title Evidence and the title insurance premium due with respect to the Title Policy to be issued from the Commitment shall be paid by Purchaser.

Except in the event of a default hereunder, the parties shall each bear their own

respective attorney's fees.

13. **Documents to be Delivered.**

(a) At the Closing, simultaneously with the payment of the Purchase Price by Purchaser to Seller, Seller shall deliver or cause to be delivered to Escrow Agent on behalf of Purchaser the following, to wit:

(i) The Special Warranty Deed, a copy of which is attached hereto as **Exhibit "C"**, conveying the fee simple title to the Property to Purchaser, subject only to the Permitted Encumbrances.

(ii) A standard No-Lien, Parties in Possession and FIRPTA Affidavit executed by Seller which shall be in recordable form and otherwise satisfactory to the Title Company in order to delete the standard printed exceptions relating to mechanic's liens and parties-in-possession.

(iii) An affidavit requested by the Title Company as may be necessary to insure the gap between the effective date of the Commitment to and through the date of the recordation of the deed.

(b) Purchaser shall deliver to Escrow Agent on behalf of the Seller the Purchase Price adjusted for all appropriate prorated items, credits and adjustments, of which the Deposit shall constitute a part thereof.

(c) At Closing, Seller and Purchaser shall mutually execute and deliver to each other a Closing Statement in customary form.

14. **Assignment.** Purchaser shall not assign this Agreement without first obtaining the prior written consent of Seller, which consent may be granted or withheld in the Seller's sole and absolute discretion. Notwithstanding the foregoing, Purchaser shall have the right to assign this Agreement to any entity controlled by, controlling or under common control with Purchaser, without Seller's consent, provided that Purchaser shall provide notice of such assignment to Seller not less than fifteen (15) business days prior to Closing.

15. **Closing Conditions.** Purchaser's obligation to close hereunder is conditioned on the following:

(a) There has been no adverse change in the condition of title from the Effective Date of the Title Commitment which would render Seller's title unmarketable.

(b) There has been no environmental event since the expiration of the Inspection Period which would adversely affect the Property.

16. **Default.**

16.1. In the event that Seller has complied with all terms and provisions required to be complied with by Seller hereunder and Seller is ready, willing and able to close but for the default of Purchaser and such default is not cured within ten (10) days after written notice by Seller to Purchaser specifying such default and the action deemed necessary to cure such default, then and upon the occurrence of all of the foregoing events, Escrow Agent shall deliver the Deposit to Seller as full and agreed upon liquidated damages in full settlement of any and all claims against Purchaser for damages or otherwise whereupon, this Agreement shall be null, void and of no further force and effect and neither party shall have any further liability or obligation to the other hereunder.

16.2. If: (i) Seller shall have failed to comply with any material obligations of Seller in this Agreement; or (ii) any of the representations and warranties made by Seller herein shall be in any material respect inaccurate; or (iii) Seller shall otherwise be in material default of this Agreement, Purchaser shall have the right:

(a) to cancel this Agreement by giving notice to Seller and this Agreement shall be deemed to be terminated as of the date of such notice, in which event the Escrow Agent is hereby authorized and directed to return to Purchaser the Deposit (together with interest earned thereon, if any), whereupon, the parties hereto shall be released of all further obligations each to the other hereunder, save and except for the Surviving Obligations; or

(b) to take title subject to the defect, exception, objection, inaccuracy or failure without diminution of the Purchase Price.

None of the foregoing provisions of this Paragraph 16.2 are intended to nor shall they limit or affect the Purchaser's right to an action for specific performance in the event of a refusal or failure by Seller to convey title to the Property to Purchaser or otherwise comply with the terms and provisions of this Agreement. Purchaser hereby waives any claim for damages against Seller.

16.3. The parties further agree that in the event it becomes necessary for either party to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to recover reasonable attorneys' and paralegal fees and the costs of such litigation, through and including all trial and appellate litigation.

The provisions of this Paragraph 16 shall survive Closing.

17. **Condemnation or Eminent Domain.** In the event of any condemnation or eminent domain proceedings for any public or quasi-public purposes at any time prior to Closing resulting in a taking of any part or all of the Property, Seller shall immediately provide written notice thereof to Purchaser and, Purchaser shall have the option: (i) to cancel this Agreement, in

which event the Deposit with interest thereon shall be promptly returned to Purchaser, and upon such return, this Agreement shall be terminated and the parties released of any further obligation hereunder; or (ii) to Close the transaction contemplated by this Agreement, in which event the Purchase Price shall not be abated; provided, however, Seller shall cause any condemnation or eminent domain award to be assigned to Purchaser. Purchaser shall notify Seller of its election of (i) or (ii) above within ten (10) business days of Purchaser's receipt of notice of any such condemnation or eminent domain proceedings. Seller agrees that it shall not enter into any settlement of any condemnation proceedings or eminent domain award without the prior written consent of Purchaser.

18. **Entitlement Approval Period.** Purchaser shall have One Hundred Seventy-Nine (179) days from the Inspection Completion Date (the "**Entitlement Approval Period**") within which to obtain non-appealable, final site plan, zoning and land use amendment approvals, as necessary, and permits to construct an eight (8) story, sixty-six (66) unit residential mixed-use development, including approximately nine thousand (9,000) square feet of retail space and no less than one hundred fifty (150) parking spaces (the "**Anticipated Use**") in accordance with a site plan and subject only to such stipulations, conditions and requirements as are acceptable to Purchaser in its sole discretion (the "**Approvals**"). Purchaser shall diligently pursue obtaining the Approvals and shall provide Seller with quarterly progress reports detailing Purchaser's efforts to obtain the Approvals. Seller shall fully cooperate with Purchaser in connection with Purchaser's efforts to obtain all such permits and approvals, including, without limitation, executing such applications or such other documents and instruments and attending such meetings with governmental authorities as may be reasonably necessary to allow Purchaser to process Approvals in its name or in the name of the Seller. If Purchaser has proceeded diligently and in good faith towards obtaining the Approvals, Purchaser shall have the right to extend the Entitlement Approval Period for six (6), one (1) month periods by delivery of written notice to Seller of its election to so extend on or before the expiration of the Entitlement Approval Period, which delivery shall be accompanied by an extension fee in the sum of Fifteen Thousand and no/100 (\$15,000.00) Dollars per monthly extension and which extension fee shall be non-refundable except in the event of an uncured Seller default and shall be credited towards the Purchase Price. In the event that Purchaser shall fail to timely obtain the necessary entitlement approvals, and provided Purchaser has exercised good faith efforts to obtain same, Purchaser shall have the option upon written notice to Seller, prior to the expiration of the Entitlement Approval Period (as may be extended hereby), to waive the obtaining of said Approvals or terminate this Agreement, in which event the ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 (\$135,000.00) Dollars of the Deposit shall be forthwith returned to the Purchaser and all extension fees shall be retained by the Seller. Purchaser's failure to timely notify Seller of Purchaser's election shall constitute a waiver of Purchaser obtaining said Approvals and the transaction shall proceed to Closing as otherwise provided herein. Should Purchaser timely elect to terminate the Deposit shall be disbursed as provided herein and neither Party shall have any further obligation to the other with the exception of the Surviving Obligations.

19. **Escrow Agent.** Escrow Agent agrees, by the acceptance of the Deposit, to hold same in escrow and to disburse it in accordance with the terms and conditions of this Agreement; provided, however, that in the event a dispute shall arise between any of the parties to this Agreement as to the proper disbursement of the Deposit, the Escrow Agent may, at its option: (1)

take no action and hold all funds until agreement is reached between the disputing parties, or until a judgment has been entered by a court of competent jurisdiction and the appeal period has expired thereon, or if appealed then until the matter has been finally concluded, and then to act in accordance with such final judgment; or (2) institute an action for declaratory judgment, interpleader or otherwise joining all affected parties and thereafter complying with the ultimate judgment of the court with regard to the disbursement of the deposit and disposition of documents, if any. In the event of any suit between Seller and Purchaser wherein the Escrow Agent is made a party by virtue of acting as such escrow agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover all attorneys' fees and costs incurred, including costs and attorneys' fees for appellate proceeding, if any, said fees and costs to be charged and assessed as court costs against the losing party or parties, jointly and severally. Further, the parties hereto acknowledge that Escrow Agent shall have the right to represent Seller and itself in connection with the matters contemplated by this Agreement, and in that regard, Purchaser shall not, and is hereby estopped from objecting to such representation.

20. **Contract Administration.** Seller has delegated authority to the Superintendent of Schools or his/her designee, to take any action necessary to implement and administer this Agreement, including but not limited to granting requested extensions for the Inspection and Entitlement Approval Periods.

21. **Notices.** All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to Seller:

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue - 10th floor
Fort Lauderdale, FL 33301
Telephone No: 754-321-2701
Telecopier No: 754-321-2600
E-Mail: r.r@browardschools.com

With a copy to:

Director of Facility Planning and Real Estate
The School Board of Broward County, Florida
600 Southeast Third Avenue - 8th floor
Fort Lauderdale, FL 33301
Attn: Chris Akagbosu
Telephone No: 754-321-2162
Telecopier No: 754-321-2179
E-Mail: chris.akagbosu@browardschools.com

With a copy to:

Office of the General Counsel
The School Board of Broward County, Florida
600 Southeast Third Avenue - 11th floor
Fort Lauderdale, FL 33301

With a copy to:

Joseph M. Balocco, Sr., Esq.
Joseph M. Balocco, Jr. P.A.
1323 SE Third Avenue
Fort Lauderdale, FL 33316
Telephone No: (954) 764-0005
Telecopier No: (954) 764-1478
E-Mail: jbalocco@balocolaw.com

As to Purchaser:

Turnstone Development Corporation
Attn.: William Schneider
10 S. LaSalle Street, Suite 3510
Chicago, IL 60603
Telephone No: 312-453-0615
Telecopier No: 312-453-0622
E-Mail: bschneider@turnstonedev.org

With a copy to:

Turnstone Development Corporation
615 N Andrews Avenue, Suite 101
Fort Lauderdale, FL 33311
Telephone No: _____
Telecopier No: _____
E-Mail: _____

And to:

Quarles & Brady LLP
300 N. LaSalle Street, Suite 4000
Chicago, Illinois 60654-3406
Attention: Mary Ann Murray
Telephone No: 312-715-2721
E-Mail: maryann.murray@quarles.com

As to Escrow Agent:

Joseph M. Balocco, Jr., P.A.
1323 SE Third Avenue
Fort Lauderdale, FL 33316
Attention: Joseph M. Balocco, Jr., Esq.
Telephone No: (954) 764-0005
Telecopier No: (954) 764-1478
E-Mail: jbaloccojr@balocolaw.com

unless the address is changed by the party by like notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this Agreement may be sent by telegraph, telephonic communication reduced to written form (i.e., telecopier) or Federal Express, but shall only be deemed to have been given when received.

22. **Effective Date.** The “Effective Date” shall mean the last day upon which this Agreement becomes fully executed by Seller and the Purchaser and approved by the Seller, and Seller notifies Purchaser in writing of such approval. All time periods shall be calculated in calendar days unless specifically provided otherwise herein.

23. **Further Assurances.** Each of the parties hereto agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further acts, assignments, transfers and assurances as shall reasonably be requested of it in order to carry out this Agreement and give effect thereto. The parties hereto acknowledge that it is to their mutual benefit to have an orderly and efficient transfer of ownership as contemplated hereby. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate each with the other in effecting the terms of this Agreement.

24. **Time is of the Essence.** For purposes herein, the parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.

25. **Captions and Paragraph Headings.** Captions and Paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

26. **No Waiver.** No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

27. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

28. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

29. **Governing Law and Venue.** This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall exclusively be Broward County, Florida.

30. **Gender.** All terms and words used in this Agreement regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

31. **Entire Agreement.** This Agreement contains and sets forth the entire understanding between Seller and Purchaser, and it shall not be changed, modified or amended except by an instrument in writing and executed by the party against whom the enforcement of any such change, modification or amendment is sought. This Agreement shall be binding upon

the parties hereto and their respective heirs, personal representatives, successors and assigns.

32. **Relationship.** Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Seller and Purchaser other than the relationship of a buyer and seller of real and personal property as set forth in this Agreement.

33. **Offer.** Once executed by Purchaser, this constitutes an offer to purchase the Property upon the terms and conditions set forth herein. **This offer is non-binding on the Seller until such time as it shall be reviewed and approved by the Seller. The Seller reserves the right to reject or accept same. In the event that the Seller shall reject same, Purchaser's Deposit shall be refunded to Purchaser forthwith and neither Party shall have any rights or obligations hereunder.**

34. **Possession.** Possession of the Property shall be delivered to Purchaser at the Closing, free and clear of all tenancies, use agreements and possessory rights except for the Leases.

35. **Modification.** This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.

36. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

37. **Recording.** The parties hereby agree that neither party shall record this Agreement or any memorandum of its terms without the prior written consent of the other party.

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

39. **DISCLAIMER.** **THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS IS SPECIFICALLY PROVIDED ELSEWHERE BY THIS AGREEMENT. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. PURCHASER ACKNOWLEDGES THAT PURCHASER IS PURCHASING THE PROPERTY BASED SOLELY UPON PURCHASER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY**

SELLER OR SELLER'S AGENTS OR CONTRACTORS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OR CLOSING.

40. RELEASE. PURCHASER HEREBY RELEASES SELLER AND ANY SERVICER, AGENT, REPRESENTATIVE, MANAGER, AFFILIATE, OFFICER, PARTNER, SHAREHOLDER OR EMPLOYEE OF SELLER (EACH A "SELLER RELATED PARTY") FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES WHICH PURCHASER OR ANY PARTY RELATED TO OR AFFILIATED WITH PURCHASER HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO THE PHYSICAL CONDITION OF THE PROPERTY, ANY CONSTRUCTION DEFECTS, ANY ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY AND ANY ENVIRONMENTAL CONDITIONS AT, IN, ON OR UNDER THE PROPERTY, AND PURCHASER WILL NOT LOOK TO SELLER OR ANY SELLER RELATED PARTY IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OR CLOSING.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WITNESS:

ATTEST:

Name: Robert W. Runcie
Title: Superintendent of Schools

SELLER:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

By: _____
Name: Nora Rupert
Title: Chair

Approved as to form and legal content:

Kathryn O. Jacques-Adams

Name: Kathryn O. Jacques-Adams, Esq.
School Board Attorney

PURCHASER:

TURNSTONE DEVELOPMENT CORPORATION
a foreign not-for-profit corporation

Cynthia L. [Signature]

Susan [Signature]

By: Wm. Schneider
Name: William Schneider
Title: Executive Director

The undersigned joins in this Agreement to acknowledge receipt of a check in the amount of _____ (\$_____) Dollars and to agree to hold same (subject to collection), in escrow, pursuant to the terms of Paragraph 18 of this Agreement.

JOSEPH M. BALOCCO, JR., P.A.

By: _____
Joseph M. Balocco, Jr., President

Date: _____, 2017

INDEX OF EXHIBITS

EXHIBIT "A"	-	LEGAL DESCRIPTION
EXHIBIT "B"	-	PERMITTED ENCUMBRANCES
EXHIBIT "C"	-	SPECIAL WARRANTY DEED

EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, LESS THE EAST 10.00 FEET OF SAID LOTS 13 THROUGH 24, INCLUSIVE, AND ALL OF LOTS 25, 26, 27, 28, 29, 30, 31 AND 32, BLOCK 143, ACCORDING TO THE PLAT "PROGRESSO", AS RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. SAID LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA,

EXHIBIT "B"

PERMITTED ENCUMBRANCES

1. Easements and restrictions shown on the Plat of PROGRESSO, recorded in Plat Book 2, Page 18, of the Public Records of Dade County, Florida.
2. A fifteen (15') foot utility easement located on the West 7 ½ feet of Lots 13 through 22, and the East 7 ½ feet of Lots 27 through 32, as disclosed on the Survey performed by Keith and Schnars, P.A. dated 9/25/91.

EXHIBIT "C"

Prepared by:
JOSEPH M. BALOCCO, SR., ESQ.
JOSEPH M. BALOCCO, JR., P.A.
1323 SE Third Avenue
Fort Lauderdale, FL 33316

Return to:

SPECIAL WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, whose post office address is: 600 SE Third Avenue, Fort Lauderdale, FL 33301, of the County of Broward and State of Florida, Grantor*, and TURNSTONE DEVELOPMENT CORPORATION, a foreign not-for-profit corporation, whose post office address is: 10 S LaSalle Street, Suite 3510, Chicago, IL 60603, Grantee*,

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN and 00/100 (\$10.00) DOLLARS, and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Legal Description attached hereto as Exhibit "A"

Tax Folio No. _____

SUBJECT TO land use designations, zoning restrictions, prohibitions and other requirements imposed by governmental authority, none of which are hereby reimposed; the Permitted Encumbrances attached hereto as Exhibit "B"; and taxes for the year of closing and subsequent years.

Grantee, for itself and its heirs, successors and assigns, covenants and agrees that the Property shall never be used to enroll any students in classes earning credit towards graduation for Kindergarten through Grade 12.

In the event that the Grantee, its heirs, successors and assigns, violates the afore covenant, Grantor shall have all remedies available at law or equity, including but not limited to the right to injunctive relief.

and said Grantor will only warrant and forever defend the right and title to the above described property unto said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

*"Grantor" and "Grantee" are used for singular or plural, as the context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered in our presence:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

by: _____

Printed Name: Nora Rupert

Title: Chairperson

Witness 1

Printed name

Witness 2

Printed name

ATTEST:

Approved as to form and legal content:

Printed Name: Robert W. Runcie
Title: Superintendent of Schools

Printed Name: Kathelyn Jacques-Adams
Title: School Board Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ___ day of _____, 2018 by Abby M. Freedman, Chairperson of The School Board of Broward County, Florida, a body corporate and political subdivision of the State of Florida, who ___ is personally known to me or who ___ has produced _____ for identification.

(SEAL)

My Commission Expires:
Notary Public