

SALE AND PURCHASE AGREEMENT FOR COMMERCIAL LAND

This **AGREEMENT** (“**Agreement**”) is made and entered into by and between **PRESBYTERY OF ST. AUGUSTINE, INC.**, a Florida non-profit corporation (“**Seller**”) and **BOOS DEVELOPMENT GROUP, INC.**, a Florida corporation, or assigns (“**Buyer**”).

RECITALS

- A. Seller is the owner of fee simple title to a certain parcel of real property consisting of 2.58 acres m.o.l. located at 8084 Normandy Boulevard, Jacksonville, Duvall County, Florida, which property is described and/or generally depicted on **Exhibit “A”** attached hereto and made a part hereof, together with all improvements thereon, if any (collectively, “**Property**”).
- B. Buyer wishes to purchase and Seller desires to sell the Property pursuant to the terms stated herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, representations warranties and agreements contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by all the parties, it is agreed as follows:

TERMS

1. **Incorporation of Recitals**. The Recitals to this Agreement are hereby incorporated into and made a part of this Agreement.
2. **Purchase Price and Terms of Payment**. The purchase price (“**Purchase Price**”) for the Property is EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00). The Purchase Price shall be paid by Buyer as follows:
 - A. Within ten (10) business days after the Effective Date (as defined hereinbelow) of this Agreement, Buyer shall deposit Twenty-Five Thousand and No/100ths Dollars (\$25,000.00) (“**Earnest Money Deposit**”) with Bryan J. Stanley, P.A., 209 Turner Street, Clearwater, Florida 33756, Attn: Bryan J. Stanley, Esq. (“**Escrow Agent**”). Any additional earnest money deposits paid by Buyer to Escrow Agent shall be deemed part of the Earnest Money Deposit.
 - B. At Closing, the Earnest Money Deposit and any other deposit(s) or extension fees which may be made by Buyer hereunder will be disbursed by the Escrow Agent to the Seller and applied against the Purchase Price, and the balance of the Purchase Price shall be paid to Seller by wired funds.
3. **Conveyance and Title**. Subject to the terms and conditions of this Agreement and for the consideration set forth herein, Seller agrees to convey, transfer, assign, sell and deliver to Buyer at Closing all of the following:
 - A. Fee simple title to the Property by general warranty deed (“**Deed**”) free and clear of any lease, lien or claim except subject to only taxes for the current year and the Permitted Exceptions (defined below). Seller hereby agrees to satisfy and discharge any liens attributable to Seller on the Property prior to or at Closing.
 - B. All of Seller’s right, title and interest, if any in and to all easements, privileges, licenses, reservations, permits, approvals, authorizations, rights-of-way, consents and other use rights, interests and privileges owned or used by Seller in connection with the Property.

C. Possession of the Property, unencumbered by any leasehold and/or possessory interest of any kind by any third party unless expressly stated in this Agreement.

4. **Verification of Title.** Within forty-five (45) days after the Effective Date, Buyer shall obtain, at Buyer's expense, a title insurance commitment ("**Commitment**") issued by a title insurance company selected by Buyer ("**Title Company**") agreeing to provide, on the current ALTA marketability policy form, an owners' title insurance policy ("**Title Policy**") in an amount not less than the Purchase Price, which shall show insurable fee simple title to the Property to be vested in Seller and shall name Buyer as the proposed insured. Buyer shall pay the costs of the Commitment and of the Title Policy including any title examination or investigation fees and the costs for the premium for the Title Policy to be issued pursuant to the Commitment. Buyer shall be entitled to make objections to title if (i) the form of the Commitment is other than as described in this paragraph, or (ii) the Commitment reveals any exceptions to title (other than the lien of taxes not yet due and payable) that are not acceptable to Buyer in its sole discretion. Buyer shall notify Seller of any title objections by facsimile or mail within thirty (30) days of receipt of the Commitment and Seller shall have thirty (30) days after the receipt of Buyer's objections within which to resolve Buyer's title objections. In the event Seller is unable to satisfy Buyer's objections within said time period and so notifies Buyer in writing, Buyer may elect to cancel this Agreement, in which event Escrow Agent shall immediately return to Buyer the Earnest Money Deposit and any other deposit(s) made by Buyer together with any interest earned thereon, or Buyer may waive in writing its title objections and accept the condition of title. Title exceptions (exclusive of any liens, all of which Seller hereby agrees to satisfy on or before Closing, except in the event any such lien is contested by Seller in which event Seller shall obtain a bond securing payment of such lien) approved or accepted in writing by Buyer shall hereinafter be referred to as "**Permitted Exceptions**".

5. **Survey and Legal Description.** Prior to Closing, Buyer shall, at Buyer's sole cost and expense, cause an accurate survey ("**Survey**") of the Property to be made by a reputable and competent registered land surveyor and such Survey shall be delivered to Buyer. Upon review and approval by Seller, the legal description of the Property contained in the Survey shall be used in the Deed and in the Commitment and Title Policy. The same examination, objection and cure periods and termination rights as are provided in Section 4 hereinabove for title matters shall apply to the Survey.

6. **Inspections, Approvals and Easements.**

A. **Inspection and Cooperation.**

1. Buyer, and its designees, shall have ninety (90) days after the Effective Date, with the right to extend such period for thirty (30) days upon written notice to Seller (collectively, "**Inspection Period**"), to complete all things such as tests, inspections, studies and investigations (collectively, "**Inspection Rights**") as may be deemed appropriate by Buyer in its sole and absolute discretion to determine whether or not the Property is suitable for Buyer's purposes and whether or not it is in Buyer's best interest to consummate the transaction contemplated by this Agreement.

2. Seller hereby grants to Buyer and its designees the right to enter upon the Property to exercise the Inspection Rights in order to determine whether the Property is suitable for Buyer's purposes, and Seller hereby agrees to cooperate with Buyer and to execute any applications or other documents reasonably requested by Buyer in connection with the Inspection Rights provided that Seller incurs no cost in connection therewith (except as may be otherwise set forth in this Agreement). Any tests conducted in connection with the Inspection Rights shall be conducted so as not to damage the Property. Buyer agrees to repair or restore the Property to the same condition as existed prior to Buyer's entry thereon promptly. All such entries onto the

Property shall be at the risk of Buyer, and Seller shall have no liability for any injuries sustained by Buyer or any of Buyer's agents or contractors. Buyer agrees to indemnify and hold Seller harmless from any and all loss, claim, action, demand or liability which may arise against the Seller or the Property by virtue of Buyer exercising its Inspection Rights.

3. Within five (5) days after the Effective Date, Seller shall provide, at its cost, to Buyer any and all surveys, studies, test/inspection results, plans, reports and any other materials which Seller has in its possession and which relate to the condition and/or development of the Property, along with copies of any leases or other unrecorded agreements affecting the Property to assist Buyer in the exercise of its Inspection Rights (collectively, "**Seller Materials**"). The Inspection Period and all other timeframes dependent on the Inspection Period shall be extended one (1) day for each day after such five (5) day period that Seller has not provided the Seller Materials along with written notice that all Seller Materials in Seller's possession have either been provided to Buyer or are enclosed with such written notice.

4. In the event Buyer determines that it is not in Buyer's best interest to consummate the transaction contemplated by this Agreement for any reason or for no reason, Buyer may cancel this Agreement by delivering notice of such election to Seller at or prior to the expiration of the Inspection Period, in which event the Earnest Money Deposit held by Escrow Agent shall be immediately returned to Buyer together with any interest accrued thereon. Buyer's failure to cancel this Agreement prior to the expiration of the Inspection Period shall be conclusive evidence of its determination that the Property is acceptable to Buyer, in which event Buyer's Earnest Money Deposit, shall be deemed "at risk" and shall only be returned to Buyer in the event Seller fails, neglects or refuses to perform in accordance with this Agreement or if Buyer is unable to obtain the Governmental Approvals described in Section 7 hereof, the Easements described in Section 8 hereof, the Adjacent Property described in Section 40 hereof, or pursuant to Sections 21 and 22 below.

7. **Governmental Approvals**.

A. Notwithstanding anything contained herein to the contrary, Buyer's obligation to close this transaction shall be conditioned upon Buyer's receipt prior to Closing of all of the permits, licenses, variances, approvals, special approvals and/or easements pertaining to the building(s) and other improvements to be constructed on the Property and Adjacent Property (described below) following the Closing, including without limitation, land use, zoning and site plan approvals, plat or subdivision approvals, special approvals or exceptions, variances, building permits, and other permits for drainage, utilities, signs, curb cuts, parking areas, driveways, ingress and egress, and similar matters as may be required for the Property and the Adjacent Property to be developed in accordance with Buyer's plans and operated as a retail store(s) (collectively, "**Governmental Approvals**").

B. Seller will cooperate with Buyer in connection with Buyer's application for and pursuit and receipt of the Governmental Approvals, which cooperation will include, without limitation Seller's execution of authorizations, affidavits or consents for Buyer to obtain the Governmental Approvals as may be required by Buyer or the governmental agencies from which the Governmental Approvals are to be obtained, the execution of such plats, replat or other instruments as may be required in connection with the subdivision or consolidation of the Property and obtaining the execution of any mortgages of Seller for such plats or replats. Simultaneously with the execution of this Agreement, Seller shall execute and deliver to Buyer the Agent of Record Letter, attached hereto as **Exhibit "B"**.

C. In the event that Buyer is unable to obtain any of the Government Approvals prior to the Closing, it is understood and agreed that Buyer may terminate the Agreement by written notice delivered to Seller by Buyer on or before the Closing, in which event Buyer shall be entitled to a full refund of the Earnest Money Deposit, with accrued interest, from Escrow Agent, and neither party

shall have any further right, obligation or liability hereunder.

8. **Easements**. Notwithstanding anything contained herein to the contrary, Buyer's obligation to close this transaction shall be conditioned upon Buyer entering into written access, drainage, utility and other easement agreements as Buyer may deem necessary pertaining to property situated within the vicinity of the Property ("**Easements**"). In the event that Buyer does not obtain the Easements prior to the Closing, it is understood and agreed that Buyer may terminate this Agreement, in which case Buyer shall be entitled to a full refund of the Earnest Money Deposit, with accrued interest, from Escrow Agent, and neither party shall have any further right, obligation or liability hereunder.

9. **Closing**. Subject to the provisions of this Section concerning the Outside Closing Date and Section 40 below, the closing of this transaction ("**Closing**") shall take place thirty (30) days following the later of (i) the expiration of the Inspection Period, or (ii) Buyer's receipt of the Governmental Approvals, or upon ten (10) days written notice to Seller from Buyer, should Buyer elect for the Closing to be held upon an earlier date. In the event that the Closing has not occurred on or before the one hundred twentieth (120th) day following the expiration of the Inspection Period ("**Outside Closing Date**"), this Agreement shall automatically terminate in all respects, in which case Buyer shall be entitled to a full refund of the Earnest Money Deposit, with accrued interest, from Escrow Agent, unless all contingencies to Closing set forth herein have been satisfied and the failure of Closing to occur is the result of Buyer's default, in which case Seller's remedies shall be as set forth below. Provided that Buyer has not previously obtained the Governmental Approvals, Buyer may extend the Outside Closing Date for up to thirty (30) days upon written notice to Seller of the exercise of such extension. Closing shall occur through escrow and shall be handled by Escrow Agent.

10. **Adjustments and Prorations**. The following are to be prorated and apportioned as of the date of Closing and shall be adjusted against the Purchase Price:

A. Real estate taxes for the year of Closing shall be prorated through the date of Closing. If the taxes for the current year cannot be ascertained, those of the previous year shall be used, giving due allowance for the maximum discount allowable by law. If taxes are prorated using the prior year's tax, Buyer and Seller agree that there will be no re-proration of taxes after Closing.

B. All liens or assessments, special or otherwise, against the Property, as of the date of Closing, shall be paid in full by Seller.

C. Any water, electricity or other utility charges for services furnished to the Property through the date of Closing shall be paid by Seller. All utility services at the Property shall be terminated by Seller prior to the Closing.

D. Real estate taxes for tax years preceding the date of the Closing shall be paid by Seller.

11. **Expenses of Closing**. Buyer shall pay and be responsible for (i) any documentary stamp, transfer or similar taxes due on or in relation to the transfer of the Property, (ii) the cost of recording the Deed, (iii) the cost of the Title Commitment and the premiums for the Owner's Title Policy, (iv) the cost of recording any corrective instruments, (v) the cost of the Survey, and (vi) all costs associated with the Buyer's financing obtained in connection with this transaction. Each party shall be responsible for its own attorney's fees and costs, except as provided otherwise by this Agreement.

12. **Closing Documents.**

- A. Seller shall execute and/or deliver the following at Closing:
1. The Deed, subject only to the Permitted Exceptions;
 2. Seller's Affidavit as may be required by the Title Company to remove the standard mechanic's lien, possession and gap exceptions from the Title Policy;
 3. The closing statement itemizing the dollar amounts of all financial matters related to the Closing, including the adjustments and prorations provided herein;
 4. A FIRPTA Affidavit;
 5. One set of any keys and other means of access to all improvements within the Property;
 6. The Occupancy Agreement; and
 7. Such other documents as may be required, necessary or useful in consummating the transaction contemplated by this Agreement.
- B. Buyer shall execute and/or deliver the following at Closing:
1. The balance of the Purchase Price;
 2. The closing statement itemizing the dollar amounts of all financial matters related to the Closing, including the adjustments and prorations provided for herein; and
 3. Such other documents as may be required, necessary or useful in consummating the transaction contemplated by this Agreement.

13. **Seller Representations, Warranties and Covenants.**

- A. Intentionally deleted.
- B. Seller represents that water, sanitary sewer, storm sewer and other utilities are available at the boundary of the Property or in a right of way adjacent thereto, or will be as of the date of Closing.
- C. Seller warrants to Buyer that, to the best of Seller's knowledge, the Property is not environmentally contaminated and that to the best of Seller's knowledge, the Property has no history of use as a dry cleaners, automobile service station with underground petroleum or oil storage tanks or other business that indicates any environmental concerns.
- D. Seller hereby represents to Buyer that it has the full power and authority to make, deliver, enter into and perform pursuant to this Agreement. Seller further warrants and represents that this Agreement is valid, binding and enforceable against Seller in accordance with its terms.
- E. Seller hereby represents to Buyer that there are no fences located within the Property, or that if there are any fences located within the Property, such fences are owned by Seller and may be legally removed by Buyer after the Closing.

14. **As-Is.** Except as specifically provided herein or as represented by Buyer in this Agreement, the Property shall be delivered by Seller to Buyer at Closing “**AS-IS**” and “**WITH ALL FAULTS.**”

15. **Brokerage Commission.** Each party represents to the other that no broker has been involved in this transaction, except INI Realty Investments, Inc. and Fillmore Real Estate Group, LLC (collectively, “**Brokers**”). At Closing, a commission shall be paid by Seller to such Brokers pursuant to a separate agreement between Seller and such Brokers. It is agreed that any party to this Agreement who knowingly takes actions or knowingly makes commitments forming the basis of any additional claim for a brokerage commission, agrees to indemnify and hold harmless the other party hereto from and adjust any and all such claims or demands with respect to any brokerage fees or agent’s commissions or other compensation asserted by any person, firm or corporation in connection with this Agreement or the transaction contemplated hereby.

16. **Environmental.** In the event the Property or adjacent property is identified as having or suspected of being environmentally contaminated, Buyer may, at its sole cost and discretion, have such additional environmental tests performed on the Property as Buyer deems necessary in order to determine the type and magnitude of such contamination and the steps necessary to remediate the Property, in which event the Inspection Period shall be extended until ten (10) days following Buyer’s receipt of all reports relating to such additional tests.

17. **Establishment of Escrow.**

A. Buyer and Seller both hereby acknowledge and agree that Escrow Agent shall hold and deliver the Earnest Money Deposit and all other deposits which may be made under this Agreement in accordance with the terms and conditions of this Agreement and that Escrow Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Escrow Agent makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Escrow Agent shall be relieved from any responsibility or liability and held harmless by both Buyer and Seller in connection with the discharge of any of Escrow Agent’s duties hereunder provided that Escrow Agent exercises ordinary and reasonable care in the discharge of such duties. In the event of any dispute between the Buyer and Seller as to the disbursement of such deposit(s), Escrow Agent shall have the right to deliver the deposit(s) into the registry of a court of competent jurisdiction and, upon such delivery, Escrow Agent shall be discharged from any and all further obligations and liabilities hereunder.

B. If the deposit(s) is to be placed in an interest-bearing account, it shall be placed in an interest-bearing account of a federally insured financial institution. All interest earned on the deposit(s) shall belong to the party to whom the deposit(s) are disbursed unless the Buyer defaults, in which event all interest earned on the deposit(s) shall belong to the Seller. Buyer’s federal tax identification number shall be supplied to Escrow Agent. Escrow Agent shall not be obligated to place the deposit(s) in an interest-bearing account unless requested to do so by Buyer and until the Escrow Agent has been provided with Buyer’s federal tax identification number. Escrow Agent shall not be responsible for any fluctuations in interest rate paid on the deposit(s) or for penalties due to early withdrawal. IT IS ACKNOWLEDGED THAT ESCROW AGENT MAY ACT AS THE COUNSEL FOR BUYER AND THAT ESCROW AGENT SHALL NOT BE DISABLED OR DISQUALIFIED FROM REPRESENTING BUYER IN CONNECTION WITH ANY LITIGATION WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THIS CONTRACT BY VIRTUE OF THE FACT THAT ESCROW AGENT HAS AGREED TO ACT AS ESCROW AGENT HEREUNDER, AND SELLER DOES HEREBY WAIVE ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE FOREGOING.

18. **Buyer’s Default.** In the event of a default by Buyer under this Agreement, Buyer’s Earnest Money Deposit and any other deposit(s) made by Buyer hereunder together with any

interest earned thereon shall be paid to Seller as liquidated damages in full settlement of all claims of Seller against Buyer arising out of this Agreement.

19. **Seller's Default.** In the event of a default by Seller under this Agreement or if Seller's warranties and representations contained herein are not correct, Buyer shall be entitled to a return of the Earnest Money Deposit and any other deposits which may have been made by Buyer hereunder plus any interest accrued thereon as liquidated damages in full settlement of all claims of Buyer against Seller arising out of this Agreement, or Buyer may seek specific performance of this Agreement.

20. **Warranties and Representations of Buyer.** Buyer hereby warrants and represents to Seller that it is in existence and in good standing and that it has full power and legal authority to enter into this Agreement for the purchase of the Property. Buyer further warrants and represents that neither its execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will result in a breach of, or violation of, any agreement or covenant to which Buyer is signatory or is otherwise bound.

21. **Risk of Loss.** Seller shall maintain the Property between the date of this Agreement and the date of Closing in the same condition in which it existed as of the date of this Agreement, ordinary wear and tear excepted. All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. Notwithstanding the foregoing, in the event of any damage or other casualty to the Property prior to Closing, Seller shall immediately give notice of the same to Buyer, and Buyer shall be entitled to cancel this Agreement or close hereunder without any reduction in the Purchase Price except that Seller shall assign without recourse or warranty to Buyer any insurance proceeds payable to Seller with respect to such damage or casualty. In the event Buyer cancels this Agreement due to such damage or casualty, the Earnest Money Deposit and any other deposit(s) made by Buyer together with any interest earned thereon shall be refunded to Buyer.

22. **Condemnation.** If any authority having the right of eminent domain shall commence negotiations with Seller or shall commence legal action against Seller for the damaging, taking or acquiring of all or any part of the Property either temporarily or permanently, by condemnation or by exercise of the right of eminent domain, Seller shall immediately give notice of the same to Buyer. Upon the occurrence of any of the foregoing events, Buyer shall have the right, at its option, to terminate this Agreement by giving notice thereof to Seller on or before the date of Closing, in which event Buyer shall be released of all further obligations hereunder and Buyer's Earnest Money Deposit and any other deposit(s) made by Buyer together with any interest earned thereon shall be returned to the Buyer. If Buyer does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any awards, settlement proceeds, or other proceeds received by the Seller prior to date of Closing with respect to any damaging, taking or acquiring. At the Closing, Seller shall assign to Buyer all rights of Seller in and to any such awards, settlement proceeds or other proceeds which are payable at or after the date of Closing. The risk of condemnation or eminent domain shall be borne by the Seller until the date of Closing. In the event of any negotiations with any authority regarding the payment of any awards or other sums or regarding any settlement on account of any damaging, taking or acquiring through condemnation or eminent domain, Seller will inform Buyer of all such negotiations of which Seller has notice and will permit Buyer to take part therein.

23. **Notice.** All notices required or allowed by this Agreement shall be delivered at the following addresses:

To Seller: **PRESBYTERY OF ST. AUGUSTINE, INC.**
1937 University Boulevard
Jacksonville, FL 32217
Telephone: _____

Fax: _____

With a copy to: **RYAN MARKS & STROMBERG ATTORNEYS, LLP**
3000 Hartley Road, Suite 8
Jacksonville, FL 32257
Attention: Samuel D. Stromberg, Esq.
Telephone: 904-262-4242
Fax: _____

To Buyer: **BOOS DEVELOPMENT GROUP, INC.**
2651 McCormick Drive
Clearwater, FL 33759
Attention: Robert D. Boos and Robert B. Boos
Telephone: 727-669-2900
Fax: 727-669-2915

With a Copy to: **BRYAN J. STANLEY, P.A.**
209 Turner Street
Clearwater, FL 33756
Attention: Bryan J. Stanley, Esq.
Telephone: 727-461-1702
Fax: 727-461-1764

Notice shall be deemed to have been given upon (a) receipt by recipient if personally delivered, (b) delivery to a recognized courier, delivery service such as Federal Express, or (c) postmark by the U.S. Postal Service.

24. **No Waiver.** No waiver of any provision of this Agreement shall be effective unless it is in writing and 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.

25. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever except in writing duly executed by the parties hereto.

26. **Assignment.** Buyer shall have the right to assign this Agreement.

27. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

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

29. **Time.** Time is of the essence with respect to all matters contained herein. Whenever any time period is to be computed hereunder, the day from which the period shall run is not to be included, and any period ending on a Saturday, Sunday or legal holiday will be extended to the next business day.

30. **Attorneys' Fees.** In any litigation which arises between the parties under or related to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in such litigation from the other party.
31. **Counterparts.** This Agreement may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together as representing one agreement between the parties hereto.
32. **Effective Date.** The effective date ("**Effective Date**") of this Agreement shall be the last date that either Buyer or Seller executes this Agreement.
33. **Validity.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall remain in full force and effect.
34. **No Recordation.** Neither this Agreement nor any notice or memorandum thereof shall be recorded in the public records of any jurisdiction.
35. **Miscellaneous.** Whenever used, the singular number shall include the plural; the plural number shall include the singular; and the use of any gender shall include all genders.
36. **Governing Law.** This Agreement shall be governed by the laws of the state in which the Property is situated.
37. **Marketing Signs.** During the term of this Agreement, Buyer, at its sole cost and expense, shall be permitted to erect signs upon the Property advertising Buyer's contemplated development of the Property. Buyer's signs shall comply with all applicable laws, regulations and codes, and such signs shall be maintained by Buyer in good, neat and attractive condition. In the event of any termination of this Agreement, Buyer shall promptly remove all such signs at Buyer's sole cost and expense.
38. **Tax Deferred Exchange.** Each party agrees to cooperate with the other, if requested, to effect a tax deferred exchange under the provisions of the Internal Revenue Code of 1986, as amended, provided such exchange is without cost or expense to cooperating party, and the requesting party shall indemnify and hold the other harmless from and against any cost or expense or other liability, tax or action which may be incurred in connection with such exchange.
39. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the Property described herein. This Agreement may not be amended or modified orally. All understandings and agreements heretofore between the parties with respect to the Property are merged in this Agreement, which alone fully and completely expresses their understanding. Handwritten and initialed provisions shall supersede typewritten provisions.
40. **Adjacent Property Closing.** Gene Carole Lyman ("**Adjacent Owner**") owns that certain parcel of property described and/or generally depicted upon **Exhibit "A"** attached hereto and made a part hereof ("**Adjacent Property**"), which Adjacent Property is situated in the vicinity of the Property and is required in order for Buyer to develop and use the Property for Buyer's intended purposes. The obligations of Buyer hereunder are conditioned upon the simultaneous closing of the purchase of the Adjacent Property ("**Adjacent Property Closing**") pursuant to an agreement with the Adjacent Owner in form and substance satisfactory to the Buyer in its sole discretion, pursuant to which Adjacent Owner conveys its fee simple interest in the Adjacent Property to Buyer. The parties shall not be required to close the transaction contemplated by this Agreement unless Buyer has previously acquired or contemporaneously

with the Closing acquires the Adjacent Property. In the event Buyer is unable, despite its exercise of reasonably diligent efforts, to acquire the Adjacent Property prior to or simultaneously with the Closing, Buyer may extend the Closing hereunder upon written notice to Seller for up to thirty (30) days in which to satisfy such contingency, or Buyer may terminate this Agreement on written notice to Seller, in which event the Earnest Money Deposit held by Escrow Agent shall be immediately returned to Buyer together with any interest accrued thereon. Notwithstanding anything to the contrary, in the event Buyer shall consummate the Adjacent Property Closing simultaneously with the Closing hereunder, Seller agrees to cooperate with Buyer, at no cost to Seller, in the coordination of such closing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates specified below.

WITNESSES:

(Witness Signature)
Print Name:_____

(Witness Signature)
Print Name:_____

WITNESSES:

(Witness Signature)
Print Name:_____

(Witness Signature)
Print Name:_____

BUYER:

BOOS DEVELOPMENT GROUP, INC., a
Florida corporation

By:_____
Robert D. Boos, Chairman and CEO

Date:_____

SELLER:

PRESBYTERY OF ST. AUGUSTINE, INC., a
Florida non-profit corporation

By:_____
Print Name:_____
Print Title:_____

Date:_____

JOINDER BY ESCROW AGENT

The Escrow Agent agrees to act as Escrow Agent in accordance with the terms of the foregoing Agreement.

BRYAN J. STANLEY, P.A.

By: _____
Bryan J. Stanley, Esq.

Date Executed: _____

Exhibits and Schedules Attached

Exhibit "A" Description of Property
Exhibit "B" Agent of Record Letter

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Duval County, State of Florida
Parcel ID No.: 009208-0000

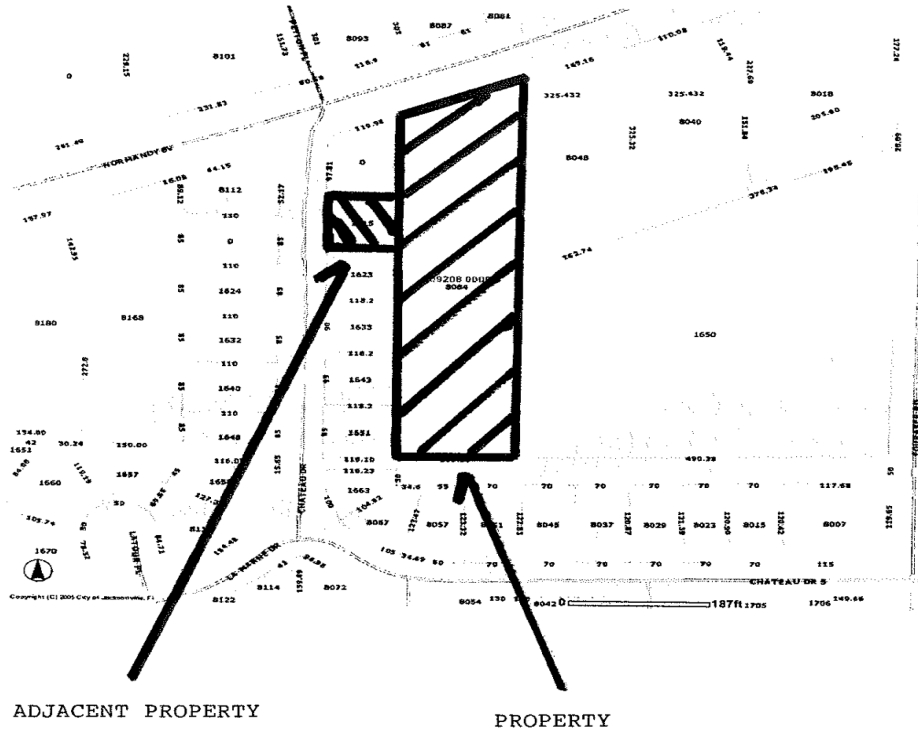


EXHIBIT "B"
AGENT OF RECORD LETTER

TO THE CITY OF JACKSONVILLE, DUVALL COUNTY, STATE OF FLORIDA, WATER MANAGEMENT DISTRICT AND/OR OTHER GOVERNMENTAL AGENCIES AND SUBDIVISIONS AND DEPARTMENTS OF SAME AND PUBLIC UTILITIES.

For the property identified as Parcel ID No. 009208-0000, I, _____, the _____ of **PRESBYTERY OF ST. AUGUSTINE, INC.**, a Florida non-profit corporation, hereby designate and appoint _____, the _____ of **BOOS DEVELOPMENT GROUP, INC.**, a Florida corporation, as our Agent of Record for the purposes of representing us during the Development Review Process and/or permitting/hearing processes, including without limitation site plan review, construction plan review, utility and drainage plan review and signage. Our Agent of Record is hereby vested with authority to make any representations, agreements, or promises that are necessary or desirable in conjunction with the review process. Our Agent of Record is also authorized to accept or reject any conditions imposed by any reviewing board or entity.

Date: _____, 2014

PRESBYTERY OF ST. AUGUSTINE, INC.

APPLICANT/OWNER (PRINT)

APPLICANT/OWNER'S SIGNATURE

APPLICANT/OWNER'S TITLE

APPLICANT'S REPRESENTATIVE (PRINT)

APPLICANT/REPRESENTATIVE'S SIGNATURE

2651 McCormick Drive

ADDRESS

Clearwater, FL 33759

CITY, STATE, ZIP

727-669-2900

TELEPHONE

STATE OF FLORIDA
COUNTY OF DUVALL

I HEREBY CERTIFY that on this day personally appeared before me this ____ day of _____, 2014, _____, as the _____ of **PRESBYTERY OF ST. AUGUSTINE, INC.**, a Florida non-profit corporation, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

My Commission Expires:

NOTE: If an Agent of Record is to be designated, all property owners of the subject property must sign this form.