

**BEFORE THE STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION**

TIMSHEL WALTON HOUSING, LLC,

Petitioner,

vs.

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

FHFC Case No.: 2021-010BP

RFA 2020-201

Application No 2021-093C

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FLORIDA HOUSING
FINANCE CORPORATION

**FORMAL WRITTEN PROTEST AND
PETITION FOR ADMINISTRATIVE HEARING**

Petitioner, Timshel Walton Housing, LLC, (“Timshel”), pursuant to section 120.57(3), Florida Statutes (“F.S.”), and Rules 28-110 and 67-60, Florida Administrative Code (“FAC”) hereby files this Formal Written Protest and Petition for Administrative Hearing regarding the review, ranking, scoring and eligibility decisions of Respondent, FLORIDA HOUSING FINANCE CORPORATION (“Florida Housing”) in awarding funding pursuant to Request for Application 2020-201 Housing Credit Financing for Affordable Housing Developments Located in Medium and Small Counties (the “RFA”). In support of this challenge Timshel provide as follows:

1. Timshel is a Florida limited liability company in the business of providing affordable housing. For purposes of this proceeding Timshel is located at 310 South Dillard Street, Suite 135, Winter Garden, Florida 34787.

2. Florida Housing is the allocating agency for the State of Florida that was granted the authority to issue the RFA for the purpose of incentivizing construction, redevelopment, rehabilitation or preservation of much needed affordable housing. Florida Housing's address is 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301.

3. On August 26, 2020, Florida Housing issued the RFA which offered funding as follows:

SECTION ONE
INTRODUCTION

This Request for Applications (RFA) is open to Applicants proposing the development of affordable, multifamily housing located in the Medium and Small Counties listed in Section Four A.5.a. of the RFA.

Under this RFA, Florida Housing Finance Corporation (the Corporation) expects to have (i) up to an estimated \$15,275,810 of Housing Credits available for award to proposed Developments that are located in Medium Counties and (ii) up to an estimated \$1,453,730 of Housing Credits available for award to proposed Developments that are located in Small Counties.

4. Through the issuance of the RFA, Florida Housing sought to solicit proposals from qualified applicants that would agree to provide affordable housing consistent with the terms and conditions of the RFA, applicable laws, rules, and regulations.

5. On November 5, 2020, Timshel submitted its application in response to the RFA. Timshel submitted its Application requesting \$1,400,000 in tax credits to construct a 80 unit complex in DeFuniak Springs, Walton County, Florida, named Harmony at DeFuniak Springs. Florida Housing received 84 Applications in response to the RFA.

6. On January 12, 2021, the designated Review Committee met and considered the Applications submitted in response to the RFA. At the meeting the Review Committee orally listed and manually input the scores for each section of the Application and ultimately made a recommendation to the Florida Housing Board of Directors for their consideration. The Review Committee consisted of Florida Housing staff. During the meeting, the Review Committee found Timshel's Application to be eligible but not recommended for funding.

7. On January 22, 2021, the Board accepted and approved the Review Committee's ranking and funding recommendation. On January 27, 2021, Timshel timely filed its Notice of Intent to Protest. (See Attachment A)

8. As an Applicant seeking funding through the RFA, Timshel is substantially affected by Florida Housing's review, scoring, ranking and eligibility determination. The results of this proceeding effects Timshel's ability to obtain the requested funding through the RFA and could affect the ranking of other applications.

9. As the owner and developer of a project seeking funding through the RFA, Timshel is substantially affected by the review, scoring, and ranking of the responses to the RFA. The results of this proceeding as well as others that may be filed affects Timshel's ability to obtain funding through the RFA. Consistent with the primary mission and goal of the RFA, Timshel seeks to provide much needed affordable housing in Walton County. Without the funds provided by the RFA, Timshel will be unable to provide this much needed housing. Accordingly, Timshel's substantial interests are affected by the decisions made by Florida Housing.

10. This Formal Written Protest is being timely filed and Florida Housing has waived the bid protest bond requirement for the RFA. In this action Timshel challenges the eligibility determination made by Florida Housing as it relates to Application #2021-136C, Rosemary Place. If successful in its challenge Timshel will move into the funding range.

11. Timshel challenges Rosemary Place's Application as being ineligible for several reasons. First, Rosemary Place has not provided acceptable information to demonstrate Site Control of its Development site. Additionally Rosemary Place has not provided a complete and accurate Principal Disclosure Form as required by the RFA.

12. Initially, as to the Site Control issue the RFA at Section Four(A)(7)(a) requires an applicant to demonstrate Readiness to Proceed, including control of its Development Site. One of

the ways an applicant can demonstrate Site Control is by providing an (“Eligible Contract”) and assignment if necessary.

13. In response to this requirement Rosemary Place submitted at Attachment 8 of its Application a Purchase and Sale Agreement (“Agreement”). The Agreement between Kyle McDorman (“Seller”) and RM FL XX Prime, LLC (“Purchaser” and “Applicant”) identifies the land being purchased in Section 1 of the Agreement as follows:

(l) Land: The land used for the Project and further described on Exhibit A attached hereto and made a part hereof, together with any and all right, title and interest of Seller in and to any land lying in the bed of any street, road, alley or avenue, open or proposed, in front of or adjoining such land, as well as any riparian or water rights, any mineral rights, air rights, all rights of way or use, servitudes, licenses, easements, tenements, hereditaments and appurtenances now or hereafter belonging to or benefiting such land.

(See Attachment B)

14. Exhibit A of the Agreement further describes the Land as follows:

That Thirteen (13.0) Acres situated in the City of Freeport, FL (District 2); Section 10, Township 1S, Range 19, and which is part of Walton County, FL Parcel 10-1S-19-23000-009-0020 which is further described in the land records of Walton County, FL as 210FT SQ FT IN THE SE/C OF THE W1/2 OF THE NE1/4 OF SW1/4 IN SEC 10-1S-19W, 204-184, 1204-279, 2660-2976, 3084-4417 and which is recorded in that Warranty Deed from Grantor Aaron M and Rachel N Sloan Elkins to Grantee Kyle J. McDorman which Warranty Deed is recorded in the land records of Walton County, FL at Book 3084 and Page Number 4417. The Property is further described and identified as the shaded area denoted with an X in the image below.



15. Research indicates that Parcel Number 10-1S-19-23000-009-0020 identified in the Legal Description is a 1 acre parcel to the southeast of the land that is denoted in the picture in Exhibit A marked with an X. No part of the land denoted in the property marked with an X corresponds with Parcel Number 10-1S-19-23000-009-0020. It appears that the legal description provided with the Agreement is from the Warranty Deed and only references the 1 acre Parcel Number 10-1S-19-23000-009-0020.

16. The Site Control Certification Form, signed by representatives of Rosemary Place, states that the Applicant entity “has control of the Development site and all Scattered Sites, if applicable.” As provided by the RFA control of the Development site means that as of the Application Deadline the Applicant must establish one or more of the requirements that include the terms set forth in Section Four A.7.a. of the RFA: Eligible Contract, Deed or Certificate of Title, or Lease.

17. The Agreement provided by Rosemary Place is not an “Eligible Contract” because of the uncertainty of the land that is actually being purchased and what the Development Site

actually under control is. Therefore the Rosemary Place Application should not be considered eligible because adequate Site Control has not been demonstrated.

18. In addition, because of the ambiguity of the defined Land in the Agreement, the Address of the Development Site and the Development Location Point (“DLP”) provided in Exhibit A of the Rosemary Place Application may be incorrect.

19. Next, Rosemary Place failed to provide an acceptable Principal Disclosure Form. In the Rosemary Place Application, Mr. Stewart Rutledge has signed as Managing Member of RM FL XX Prime, LLC on several documents including:

- The Applicant Certification and Acknowledgement Form
- The Site Control Certification Form at Attachment 8
- The Purchase and Sale Agreement at Attachment 8
- The equity letter from CREA at Attachment 12
- The debt letters from Churchill Stateside Group at Attachment 12

20. On the Principal Disclosure Form for the Applicant entity the Managers and Members of RM FL XX Prime, LLC are identified as :

- Manager – RM FL XX Prime Manager, LLC
- Non-Investor Member - RM FL XX Prime Manager, LLC
- Investor Member – Stewart W. Rutledge

(Attachment C)

21. The instructions of the Principal Disclosure Form state: “The menu options that begin with “Investor” are reserved for the entity that is associated with providing the HC equity (i.e., HC syndicator or HC investor), or the entity acting as a placeholder for application purposes.” If Stewart Rutledge is manager of RM FL XX Prime, LLC he should have been disclosed on a separate line under the First Principal Disclosure level as Manager. If Stewart Rutledge is a member of RM FL XX Prime, LLC he should have been disclosed on a separate line under the First Principal Disclosure level as a Non-Investor Member.

22. Rosemary Place failed to disclose Stewart Rutledge as Manager of RM FL XX Prime, LLC and accordingly the Principal Disclosure Form of the Applicant should be deemed ineligible.

23. Timshel reserves the right to amend this Petition as necessary.

Material Issues in Dispute

- a. Whether Florida Housing's review and actions taken concerning the Rosemary Place's Application in response to the RFA was arbitrary or capricious, clearly erroneous or contrary to competition.
- b. Whether the review of the Rose Place Application was inconsistent with the RFA requirements statutes, rules and policies.

WHEREFORE, Timshel requests that a settlement meeting be scheduled and to the extent no settlement is reached a hearing scheduled and ultimately the entry of a Recommended and Final Order determining that Florida Housing's review and scoring of applications was contrary to the RFA specifications and to Florida Housing's governing statutes, rules and policies to such an extent as to be arbitrary, capricious, contrary to competition, and clearly erroneous recommending an award of funding to Timshel.

Respectfully submitted,

CARLTON, FIELDS

/s/ Michael P. Donaldson

MICHAEL P. DONALDSON

Florida Bar No. 0802761

Post Office Drawer 190

215 S. Monroe St., Suite 500

Tallahassee, Florida 32302

Telephone: 850/224-1585

Facsimile: 850/222-0398

Email: mdonaldson@carltonfields.com

Counsel for Timshel Walton Housing, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Formal Written Protest and Petition for Administrative Hearing was filed by e-mail with Ana McGlamory, Corporation Clerk, at (CorporationClerk@floridahousing.org), and a copy via email to Hugh Brown, General Counsel, at (Hugh.brown@floridahousing.org), both with the Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, FL 32301, this 8th day of February 2021.

/s/ Michael P. Donaldson
MICHAEL P. DONALDSON

Michael Donaldson
850.513.9613, Direct Dial
mrdonaldson@carltonfields.com

JAN 27 2021 10:03 AM

**FLORIDA HOUSING
FINANCE CORPORATION**

Atlanta
Boston
Chicago
Dallas
Denver
Detroit
Houston
Los Angeles
Miami
New York
Orlando
Tallahassee
Tampa
Washington, DC
West Palm Beach

January 27, 2021

Florida Housing Finance Corporation
Anna McGlamory, CP, FCP, FRP
Corporation Clerk
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329

ELECTRONIC TRANSMISSION

Re: RFA 2020-201 – Housing Credit Financing For Affordable Housing
Developments Located in Medium And Small Counties

Dear Ms. McGlamory:

On behalf of Timshel Walton Housing, LLC (2021-0930), this letter constitutes a Notice of Intent to Protest ("Notice") filed pursuant to sections 120.569 and 120.57(3), Florida Statutes, Rules 28-110.003 and 67-60.009, Florida Administrative Code, and the RFA.

This Notice is being filed within 72 hours (not including weekends and holidays) of the posting of the RFA on the Florida Housing's website on January 22, 2021 at 2:50 p.m. Timshel Walton Housing, LLC, reserves the right to file a formal written protest within (10) days of the filing of this Notice pursuant to section 120.57(3), Florida Statutes.

Sincerely,

Michael P. Donaldson

Michael P. Donaldson

MPD/tb

cc: Brian Waterfield

Attachment 8

FLORIDA HOUSING FINANCE CORPORATION
Site Control Certification Form

As of the Application Deadline for this RFA, the Applicant entity RM FL XX Prime, LLC

has control of the Development site and all Scattered Sites, if applicable. Control of the site means that by Application Deadline the Applicant can establish one or more of the following requirements that include the terms set forth in Section Four A.7.a. of the RFA:

- Eligible Contract
- Deed or Certificate of Title
- Lease

To be considered complete, documents demonstrating that site control pursuant to the terms set forth in Section Four A.7.a. of the RFA are attached.

Under the penalties of perjury pursuant to Section 92.525, F.S., and of material misrepresentation pursuant to Section 420.508(35), Fla. Statutes, and Fla. Admin. Code Section 67-21.003(6) and/or 67-48.004(2), I declare and certify that I have read the foregoing and that the information is true, correct and complete.



Signature of Authorized Principal Representative

Stewart Rutledge

Name (typed or printed)

Managing Member

Title (typed or printed)

This form must be signed by the Authorized Principal Representative stated in Exhibit A.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into effective on the date that the last of Seller and Purchaser signs this Agreement (the "Effective Date"), by and between Kyle McDorman, ("Seller"), and RM FL XX PRIME, LLC, its successors and assigns ("Purchaser").

RECITALS:

WHEREAS, Seller is the owner of the Property (as defined herein); and

WHEREAS, Seller agrees to sell, and Purchaser agrees to purchase, the Property (as defined herein) upon the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree to amend the Agreement as follows:

1. **Certain Definitions.** When used in this Agreement, the following terms shall have the respective meanings as set forth opposite each such term:

(a) **Application:** Shall mean an application to the State Credit Agency for an allocation Tax Credits funds under the 2020 application round for financing the development of the Project which is due by the Application Deadline.

(b) **Application Deadline:** Shall mean November 5, 2020 or such later date published by the State Credit Agency for an Application.

(c) **Award Date:** Shall mean the date on which the State Credit Agency officially announces a final award of Tax Credits for the Project.

(d) **Closing:** Shall have the meaning set forth in Section 7 of this Agreement.

(e) **Closing Date:** Shall have the meaning set forth in Section 7 of this Agreement.

(f) **Deed:** Shall have the meaning set forth in Section 7(a) of this Agreement.

(g) **Due Diligence Investigations:** Shall have the meaning set forth in Section 4 of this Agreement.

(h) **Due Diligence Period:** Shall have the meaning set forth in Section 4 of this Agreement.

(i) **Earnest Money Deposits:** Shall have the meaning set forth in Section 3(a) of this Agreement.

(j) **Escrow Agent:** The law firm of Dunlap & Shipman, P.A., 2063 South County Highway 395, Santa Rosa Beach, Florida 32459; telephone (850) 231-3315; email ashley@dunlapshipman.com.

(k) **Improvements:** All buildings, fixtures, structures, parking areas, landscaping and other improvements located in or on the Land as of the Effective Date, including all replacements or additions thereto between the Effective Date and the Closing Date.

(l) **Land:** The land used for the Project and further described on Exhibit A attached hereto and made a part hereof, together with any and all right, title and interest of Seller in and to any land lying in the bed of any street, road, alley or avenue, open or proposed, in front of or adjoining such land, as well as any riparian or water rights, any mineral rights, air rights, all rights of way or use, servitudes, licenses, easements, tenements, hereditaments and appurtenances now or hereafter belonging to or benefiting such land.

(m) **Laws:** All laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, directions, and requirements of all governmental authorities having jurisdiction over the Property or the use or operation thereof.

(n) **Permitted Exceptions:** (i) General real estate taxes and special assessments related to the period after the Closing Date which are a lien but are not yet due and payable at the Closing Date; (ii) easements, covenants, conditions, reservations and restrictions of record as disclosed in the Title Commitment, unless objected to by Purchaser prior to Closing; and (iii) any matters disclosed by the Survey, unless objected to by Purchaser prior to Closing.

(o) **Permitted Termination:** Shall have the meaning set forth in Section 6 of this Agreement.

(p) **Planned Use:** The development and construction of the Property as set forth in the Application.

(q) **Project:** Shall mean that certain multi-family development as set forth in the Application and to be constructed in accordance with the Purchaser's plans and specifications on the Land, together with all related utilities, roads and other off-site improvements, if any, along with the Land.

(r) **Property:** Collectively, the Land and the Improvements.

(s) **Property Agreements:** All service contracts, equipment leases and any lease with respect to the Property to which Seller or Seller's agent is a party.

(t) **Purchase Price:** Shall have the meaning set forth in Section 3 of this Agreement.

(u) **State Credit Agency:** Shall mean the Florida Housing Finance Agency.

(v) **Survey:** A survey of the Land prepared by a surveyor duly licensed in the jurisdiction in which the Land is located and certified to Purchaser and the Title Company as (i)

having been prepared in accordance with ALTA/NSPS Minimum Standard Detail Requirements (2016) and (ii) otherwise meeting the requirements of Purchaser, its lender(s) and investor(s).

(w) **Title Commitment**: A commitment for an ALTA Title Insurance Policy for the Property issued by the Title Company in an amount satisfactory to Purchaser.

(x) **Title Company**: The law firm of Dunlap & Shipman, P.A., 2063 South County Highway 395, Santa Rosa Beach, Florida 32459; telephone (850) 231-3315; email ashley@dunlapshipman.com, as agent for First American Title Insurance Company.

(y) **Title Policy**: Shall have the meaning set forth in Section 7 of this Agreement.

2. **Agreement to Purchase and Sell**. Upon the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell and convey to Purchaser at the Closing, and Purchaser agrees to purchase and take from Seller at the Closing, all of Seller's right, title, estate and interest in and to the Property.

3. **Consideration and Payment**. In exchange for fee simple title to the Property, Purchaser agrees to pay to Seller the sum of **One Million Three Hundred Thousand Dollars and Zero Cents (\$1,300,000.00)** (the "Purchase Price"), payable as follows:

(a) **Earnest Money**: Purchaser shall deliver earnest money deposits to the Escrow Agent (collectively the "Earnest Money Deposits") as set forth in Exhibit B.

(b) **Entitlement to Earnest Money Deposits**. Subject to the Earnest Money Schedule attached hereto as Exhibit B:

(i) Purchaser shall be entitled to the refundable portion of the Earnest Money Deposits in any of the following circumstances: (A) in the event of any Permitted Termination (as defined in Section 6(a)); (B) in the event that all of the Closing Conditions have not been met or waived in writing by Purchaser prior to the Closing Date; (C) in the event of any breach of this Agreement by Seller; or (D) as may otherwise be specifically set forth in this Agreement. In the event of any of the foregoing all refundable portions of Earnest Money Deposits held in escrow by Escrow Agent shall be refunded to Purchaser according to the procedures set forth in this Agreement.

(ii) Seller shall be entitled (a.) to the nonrefundable portions of the Earnest Money Deposits according to the Earnest Money Schedule set forth in Exhibit B attached hereto, and (b.) to all other Earnest Money Deposits, provided the Closing Conditions have been satisfied or expressly waived in writing: (A) at Closing, which shall be credited against the Purchase Price, or (B) if the event of a default by Purchaser which results in its failure to purchase the Property.

(c) **Disbursement of Earnest Money**. Escrow Agent shall disburse the Earnest Money Deposits upon: i) Closing; ii) a subsequent written agreement of Purchaser and Seller; iii) an order of a court having jurisdiction over any dispute involving the Earnest Money Deposits; or iv) the receipt of written notice from Purchaser that one of the conditions set forth in Section 3(b)(i) have occurred. In addition, Escrow Agent may disburse the Earnest Money Deposits upon a reasonable interpretation of the Agreement, provided that Escrow Agent first gives all parties

fifteen (15) days' notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Escrow Agent within the fifteen (15) day notice period. Objections not timely made in writing shall be deemed waived. If Escrow Agent receives an objection and, after considering it, decides to disburse the Earnest Money Deposits as originally proposed, Escrow Agent may do so and send notice to the parties of Escrow Agent's action. If Escrow Agent decides to modify its proposed disbursement, Escrow Agent shall first send a new fifteen (15) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made.

(d) **Interpleader.** If there is a dispute over the Earnest Money Deposits which the parties cannot resolve after a reasonable period of time, and where Escrow Agent has a bona fide question as to who is entitled to the Earnest Money Deposits, Escrow Agent shall be entitled to, but not obligated to interplead the Earnest Money into a court of competent jurisdiction in Walton County, Florida. Escrow Agent shall be reimbursed for and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees and court costs and the amount deducted by Escrow Agent from the non-prevailing defendant.

(e) **Hold Harmless.** All parties hereby agree to indemnify and hold Escrow Agent harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Escrow Agent of its duties hereunder, except to the extent any such claims, causes of action, suits and damages arise from or are incurred as the result of the gross negligence or willful default of Escrow Agent. All parties further covenant and agree not to sue Escrow Agent for damages relating to any decision of Escrow Agent to disburse Earnest Money Deposits made in accordance with the requirements of this Agreement.

(f) **Balance of Purchase Price.** The balance of the Purchase Price, less the Earnest Money Deposits, subject to the prorations and adjustments specifically provided for in this Agreement, shall be paid by the Purchaser at Closing via wire transfer to the Title Company..

4. **Due Diligence.**

(a) **Due Diligence Period.** For a period beginning on the Effective Date and ending on the Award Date (the "**Due Diligence Period**"), Purchaser shall have the right to enter upon the Property for the purpose of inspecting the condition of the Property as well as the use and operation thereof and conducting its due diligence investigation to determine the suitability of the Property for Purchaser's intended uses thereof ("**Due Diligence Investigations**").

(i) The right to conduct Due Diligence Investigations includes, but is not limited to, the right to review any matters disclosed in the Title Commitment and Survey, the right of Purchaser and Purchaser's agents and representatives to enter upon any portion of the Property to take measurements, make non-destructive inspections, make boundary and topographical survey maps, perform appraisals, conduct non-destructive geotechnical, environmental, groundwater, wetland and other studies required by Purchaser in its sole discretion, to determine the adequacy of utilities serving the Property, zoning matters and compliance with Laws.

(ii) Purchaser hereby agrees to protect, defend, indemnify and hold Seller harmless from and against any physical damage to property or injury to persons caused by Purchaser or Purchaser's agents as a result of Purchaser's Due Diligence Investigations.

(iii) Within ten (10) days after the Effective Date, Seller shall deliver to Purchaser the following items (each to the extent in the possession of the Seller):

(A) Any and all surveys, plats, site plans, topographical maps and/or engineering reports, maps and/or studies related to the Property, its parent parcel and/or neighboring/adjacent parcels;

(B) Any and all information regarding the zoning of the Property;

(C) Any and all environmental, geotechnical, soil boring, land study, wetland and/or flood plain reports, maps and/or studies related to the Property, its parent parcel and/or neighboring/adjacent parcels;

(D) Any and all market information, feasibility, demand, capture rate, traffic, economic, income and/or special reports and/or studies related to the Property, its parent parcel and/or neighboring/adjacent parcels;

(E) Any and all utility information (including without limitation providers and average monthly unit costs) related to the Property, its parent parcel and/or neighboring/adjacent parcels;

(F) A copy of the Seller's vesting deed for the Property; and

(G) Any and all title insurance policies and title exception documents for the Property and/or its parent parcel.

(iv) Seller agrees to fully cooperate with Purchaser, in all reasonable respects relating to Purchaser's Application, including, but not be limited to, signing any applications for approvals and/or permits, answering questionnaires, or other actions; provided, Seller shall not assume any financial responsibility therefor, and Purchaser shall indemnify Seller against any commitments made in the approval process.

(v) Purchaser shall notify the Seller in writing following the receipt of any final determination as to an award or allocation of Tax Credits for the Project from the State Credit Agency.

(b) **Title.** Purchaser shall have the right to obtain a Title Commitment covering the Property along with legible and complete copies of all documents listed as exceptions therein. Purchaser shall also have the right to cause the Survey to be prepared, at Purchaser's expense, and Seller shall grant to Purchaser and its agents access to the Property to perform the Survey. So long as Purchaser orders the Title Commitment and the Survey (if it intends rely on the Survey) with reasonable timeliness, Purchaser shall have until fifteen (15) business days following the receipt of the later of the Title Commitment or the Survey to review the Title Commitment and the Survey and to give written notice to Seller of such objections as Purchaser may have to any matters set

forth in Title Commitment or Survey. If Purchaser delivers such written notice to Seller, then for a period of fifteen (15) business days after receiving the written notice of objection from Purchaser, Seller shall have the right to have such matters cured at Seller's expense, either by (i) the removal of such exceptions, (ii) the procurement of title insurance endorsements, or (iii) other resolution reasonably satisfactory to Purchaser providing coverage against loss or damage as a result of such exceptions. If Seller does not, or is unwilling to, cure the matters set forth in Purchaser's objection letter to Purchaser's satisfaction within such fifteen (15) business day period, Purchaser shall have ten (10) days to elect, in its sole discretion (to be exercised by written notice from Purchaser to Seller), to terminate this Agreement. If Purchaser timely terminates, then neither party shall thereafter have any further rights, duties, liabilities or obligations under this Agreement except as expressly set forth herein and the then-refundable portion of the Earnest Money Deposits, as described in Exhibit B attached hereto, shall be returned to Purchaser.

(c) **Right to Terminate.** By written notice to Seller on or before the expiration of the Due Diligence Period, Purchaser may elect not to proceed with the purchase of the Property. Purchaser may make such election in its sole discretion for any reason.

5. **Representations and Warranties.**

(a) **Seller.** Seller represents, warrants and covenants to Purchaser and the Title Company, as of the Effective Date (with such representations and warranties to be re-made as of Closing) that:

(i) Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof, and Seller has granted no option to any other person or entity to purchase the Property. The undersigned person executing this Agreement, whether individually or on behalf of an entity, is duly authorized to do so. This Agreement and the consummation of the transaction hereunder have been duly and validly authorized by all necessary partnership, corporate or limited liability company by, or on behalf of, Seller.

(ii) To the best of Seller's knowledge, the Property complies with, conforms to and obeys all Laws existing on the date of Closing of all governmental authorities or agencies having jurisdiction over the Property, and any requirement contained in any hazard insurance policy covering the Property or board of fire underwriters or other body exercising similar functions which are applicable to the Property or to any part thereof or which are applicable to the use or manner of use, occupancy, possession or operation of the Property.

(iii) To the best of Seller's actual knowledge, but without additional inquiry, neither the Property nor any portion thereof violates any zoning, building, fire, health, pollution, subdivision, environmental protection or waste disposal ordinance, code, law or regulation or any requirement contained in any hazard insurance policy covering the Property; and Seller shall give prompt notice to Purchaser of any such violation which shall be received by Seller prior to Closing.

(iv) Seller has not received notice of and has no knowledge of any suits, judgments, or violations relating to or at the Property of any zoning, building, fire, health, pollution, environmental protection, or waste disposal ordinance, code, law or regulation which has not been heretofore corrected; that there is no suit or judgment presently pending or, to the

best knowledge and belief of Seller, threatened which would create a lien upon the Property in the hands of Purchaser after Closing; and Seller shall give prompt notice to Purchaser of any such suit or judgment filed, entered or threatened prior to Closing.

(v) Seller has no knowledge of pending, threatened or contemplated eminent domain proceedings affecting the Property or any part thereof; and Seller shall give prompt notice to Purchaser of any such proceedings which occur or are threatened, and of which Seller is aware, prior to Closing.

(vi) Seller has not received notice of and has no actual knowledge of pending or contemplated changes in the present status of zoning of the Property, and Seller shall give prompt notice to Purchaser of any such proposed changes of which Seller is aware prior to the Closing.

(vii) The Seller is not involved in any bankruptcy, reorganization or insolvency proceeding.

(viii) All taxes, assessments, water charges and sewer charges affecting the Property or any part thereof due and payable at the time of the Closing shall have been, or will be at Closing, paid in full. All current special assessments which are or will become a lien known to the Seller at the time of Closing on the Property shall also have been paid and discharged at Closing (in pro rata shares between Seller and Purchaser), whether or not payable in installments.

(ix) All service contracts, if any, (except those specifically approved by Purchaser which shall be assigned to Purchaser at Closing) shall be terminated and paid in full as of the Closing Date.

(x) The Property is or will be at Closing, subdivided as an independent and conveyable parcel in accordance with all applicable rules, regulations, zoning and ordinances.

(xi) The Property has or will have prior to Closing, a unique tax parcel number separate from other property owned by Seller.

(xii) The Property has or will have, within sixty (60) days after Closing, vehicular and pedestrian access for construction purposes to a public right-of-way and have public access roads. This public right-of-way includes but is not limited to any and all easements which shall run with the land for perpetuity.

(xiii) Hazardous Materials. To the best of Seller's knowledge, but without additional inquiry or investigation: (i) the Property has not in the past been used and is not presently being used for the handling, storage, manufacturing, refining, transportation or disposal of "toxic material", "hazardous substances" or "hazardous waste"; (ii) there has not been and is not presently leeching or drainage of waste materials or hazardous substances into the groundwater beneath or adjacent to the Property; (iii) no buried, semiburied or otherwise placed tanks, storage vessels, drums, or containers of any kind located on the Property used for the storage of hazardous waste, hazardous substances or toxic material; (iv) there no asbestos containing materials located on the Property; (v) no construction material used in any improvements located at the Property contains any substance or material presently known to be a hazardous substance or toxic material; (vi) Seller has not disposed upon the Property any hazardous substances on or below the surface of the

Property or within two thousand (2,000) feet of the boundary thereof including, without limitation, contamination of the soil, subsoil or groundwater; and (vii) the Property is not in violation of any law, rule or regulation of any government entity having jurisdiction thereof or which exposes Purchaser to liability to third parties. The terms "hazardous waste", "hazardous substances" and toxic material" include, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sect. 960 et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Sect. 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sect 9601 et seq.), the regulations adopted and publications promulgated pursuant to the foregoing and any other federal, state or local environmental law, ordinance, rule or regulation. Furthermore, Seller has not received a summons, citation, directive, letter or other communication, written or oral, from any governmental authority as to any of the above environmental concerns.

(A) Without limiting the other provisions of this Agreement, Seller shall cooperate, at no cost to Seller, with Purchaser's investigation of matters relating to the foregoing provisions of this Section and provide access to and copies of all data and/or documents in Seller's or Seller's agent's possession dealing with potentially hazardous materials used at the Property and any disposal practices followed. Seller agrees that Purchaser may make inquiries of governmental agencies regarding such matters, without liability to Purchaser for the outcome of such discussions.

(xiv) Seller has provided Purchaser true and complete copies of all surveys, appraisals, engineering reports and other related documentation in the possession of the Seller and all amounts due for the services performed for the same have been paid in full.

(xv) While this Agreement is in effect, Seller shall not execute any deeds, easements, rights-of-way affecting the Property or subject the Property to any additional covenant, easement, restriction or encumbrance without Purchaser's prior consent.

(b) **Purchaser.** Purchaser represents and warrants to Seller as of the Effective Date (which such representations and warranties to be re-made as of Closing) that:

(i) Purchaser has the capacity and authority to execute this Agreement and perform the obligations of Purchaser under this Agreement. The undersigned person executing this Agreement, whether individually or on behalf of an entity, is duly authorized to do so. This Agreement and the consummation of the transaction hereunder have been duly and validly authorized by all necessary partnership, corporate or limited liability company by, or on behalf of, Purchaser. All action necessary to authorize the execution, delivery and performance of this Agreement by Purchaser has been taken and such action has not been rescinded or modified.

(ii) Purchaser is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict Purchaser's right to enter into and carry out this Agreement.

(iii) Neither the execution of this Agreement nor the consummation of the transactions contemplated herein will constitute a breach under any contract or agreement to which Purchaser is a party or by which Purchaser is bound or affected.

Further, Purchaser acknowledges and agrees that there is a tenant occupying the building located at 15416 Hwy. 331 Business, Freeport, Florida, which is part of the Property, and that Seller will provide sixty (60) days' notice to vacate to the tenant when Seller, in its sole discretion, determines such notice is necessary to make the Property available for Purchaser's use.

And Purchaser further acknowledges and agrees that utilities for the Property, including without limitation, water, sewer, electricity, and utility service, will not be available at the time of Closing but will be constructed after Closing.

(c) **Continued Accuracy of Representations and Warranties.** The matters set forth in Section 5(a) and 5(b) constitute representations and warranties by Seller and Purchaser which are now, and shall at the Closing, be true and correct. The continued accuracy in all material respects of such representations and warranties is a condition precedent to the other party's obligation to close. If, during the period between the Effective Date and the Closing Date, Seller learns of, or has a reason to believe that any of its representations and warranties may cease to be true in any adverse respect, Seller shall give prompt written notice to Purchaser (the "**Seller Notice**"). In the event that (i) Seller delivers the Seller Notice, or (ii) Purchaser otherwise becomes aware that any such representation or warranty has ceased to be true in any adverse respect prior to Closing, Purchaser shall have ten (10) days after receiving such notice or gaining awareness of such information, to terminate this Agreement, in which event the refundable portion of the Earnest Money Deposits as described in Exhibit B attached hereto shall be returned to Purchaser, and no party shall have any further rights, duties, obligations or liabilities under this Agreement except as specially set forth herein. Purchaser shall exercise the foregoing election by written notice to Seller within ten (10) days following the receipt of Seller's Notice or becoming aware of such information. Seller's and Purchaser's representations and warranties shall survive the Closing, and the party making such representation or warranty shall not be deemed to have waived any such representation or warranty unless that party executes an express, written waiver.

6. **Conditions to Closing.**

(a) Notwithstanding anything to the contrary, all of Purchaser's obligations under this Agreement, including without limitation to acquire the Property and pay the Purchase Price, are subject to the fulfillment of each of the following conditions at or prior to the Closing Date, or the express written waiver thereof by Purchaser (the "**Closing Conditions**").

(i) Seller shall have performed in all material respects its obligations contained in this Agreement required to be performed on or prior to the Closing Date.

(ii) The Title Company is obligated to and will in fact issue to Purchaser and its lender(s) the Title Policy in accordance with the provisions of **Section 7** hereof.

(iii) Each and every representation and warranty made by Seller in this Agreement shall be true and correct in every material respect.

(iv) The Property is zoned as required for the Purchaser's desired use of the Property.

(v) Seller and/or Purchaser shall have received all necessary permitting and other approvals for Purchaser's desired use of the Property. Seller and Purchaser will fully cooperate to obtain all necessary permitting and other approvals. Seller will bear no expense associated with permitting or other approvals.

(vi) Purchaser shall have received all other financing sufficient for Purchaser's desired development and use of the Property.

Seller shall fully cooperate with Purchaser in accomplishing the foregoing. If any condition specified in this Section 6(a) is not timely satisfied or waived in writing by Purchaser, Purchaser shall have the right to terminate this Agreement (a "Permitted Termination"), in which event, the then-refundable portion of the Earnest Money Deposits described in Exhibit B shall be returned to Purchaser, and no party shall have any further rights, duties, obligations or liabilities under this Agreement except as specifically set forth in this Agreement.

(b) Seller's obligation under this Agreement to sell the Property is subject to the fulfillment at or prior to the Closing Date of each of the following conditions (or the express, written waiver thereof by Seller):

(i) Purchaser shall have performed in all material respects its obligations contained in this Agreement required to be performed on or prior to the Closing Date.

(ii) Each and every representation and warranty made by Purchaser in this Agreement shall be true and correct in every material respect.

If any condition specified in this Section 6(b) is not timely satisfied or waived by Seller, Seller shall have the right to terminate this Agreement, in which event, the Earnest Money Deposits shall be paid to Seller and no party shall have any further rights, duties, obligations or liabilities under this Agreement except as specifically set forth in this Agreement.

7. **Closing.** If all Closing Conditions are satisfied or expressly waived in writing, the closing of the transactions described in this Agreement (the "Closing") shall be held on or before

October 9, 2021

(the "Closing Date").

(a) **Conveyance.** At Closing, Seller shall deposit in escrow a good and sufficient general warranty deed in form acceptable to Purchaser, its counsel and the Title Company, conveying to Purchaser all of Seller's rights and interest in and to the Property, free and clear of all encumbrances, except for the Permitted Exceptions, duly executed by Seller (the "Deed"). Seller shall also execute and deliver the other documents and instruments described in Section 7(e) to convey its other rights, title, and interests in the Property.

(b) **Title Policy.** On the Closing Date, the Title Company shall furnish Purchaser with an ALTA Title Policy issued by the Title Company in the amount of the Purchase Price in its customary form, with all standard exceptions removed ("Title Policy"), which shall insure title to the Property to be good in Purchaser subject only to the Permitted Exceptions.

(c) **Prorations.** Property, ad valorem, and any similar taxes and assessments and rents shall be prorated as of the Closing Date with Seller being responsible for any amounts attributed to the Closing Date. Purchaser and Seller agree to re-prorate taxes and assessments after the Closing upon the receipt of the actual tax bill(s). This provision shall survive the Closing of the transaction contemplated by this Agreement. Any prorations to which Purchaser may be entitled by reason of the foregoing shall be credited against the balance of the Purchase Price to be paid at Closing.

(d) **Charges.**

(i) Seller shall be charged the following amounts at Closing: payoff for any mortgage on the Property and recording costs for any associated releases.

(ii) Purchaser shall be charged the following amounts at Closing: (a) the cost of the Title Policy; (b) all preparation and recording costs for the Deed; (c) the cost of the Survey; and (d) all other closing costs not referenced in paragraph 7.(d)(i).

(iii) Each party shall pay its own attorneys' fees, except as otherwise specifically set forth herein.

(iv) If the Property is or was being taxed under an abatement or exemption that will or does result in the assessment of "rollback" taxes at or after Closing, Seller, at Seller's sole expense, shall be responsible for paying the amount of such rollback taxes whenever the same shall be assessed. This covenant shall survive Closing. Seller shall protect, indemnify, hold harmless and defend the Purchaser against any and all liabilities, claims, demands, damages, costs and expenses, including, without limitation, attorneys' fees, costs and expenses, in connection with claims for any such other commissions, finders' fees, brokerage fees or other similar compensation that may be asserted by any person with respect to this transaction. This indemnification shall extend to any and all claims, liabilities, costs and expenses (including attorneys' fees and litigation costs) arising as a result of such claims and shall survive the Closing and the recording of the Deed.

(c) **Obligations.**

(i) **331 Business Access.** Seller shall be obligated to provide suitable access from Highway 331-Business to the Property. Said access shall include construction access for the duration of Purchaser's construction period. Seller shall build such construction access within sixty (60) days following Closing. Purchaser shall be solely responsible for maintenance of such construction access. The 331 Business Access shall also include a final paved roadway which is fully compliant with all applicable governmental requirements; however, Seller's obligation to build such paved roadway shall not commence until after Closing and at such time as Purchaser gives Seller written notice that Purchaser is ready for paved roadway construction to begin. As part of this obligation, Seller shall be wholly responsible for all permitting (including but not limited to wetlands delineation or mitigation) and construction of the paved roadway access. It is

contemplated that, upon Seller's completion of the construction access, Purchaser may be required to install utilities or other improvements before it is ready for the paved roadway to be built. Purchaser will provide written notice to Seller when it is ready for Seller to commence building the paved roadway, which Seller shall pursue with reasonable diligence. The obligations of this paragraph shall survive the Closing.

(ii) **Palm Street Access.** If and only if construction of an access from Palm Street to the Property is required by the City of Freeport, Walton County, or some other governmental authority, Seller will contribute Twenty-five Thousand Dollars and Zero Cents (\$25,000.00) to Purchaser's actually incurred expense to construct road access to Palm Street. Further, if required by some other party (including but not limited to lenders, insurers, or tax credit investors), Purchaser may, at its own cost and without contribution from Seller, construct said road access upon a reasonable showing of the requirement to do so. Under no circumstances shall Seller be obligated to do any work on Palm Street or the Palm Street access.

(iii) **Utilities.** The Parties acknowledge that at least water, power, and sewer are available at Highway 331 Business but not at the boundary of the portion being purchased under this Agreement. The Parties agree to share costs for extending utilities to the purchased property at a later date, but it is the intent of the Parties to share the costs of said extensions (and related infrastructure) in a way which causes each Party to pay an amount proportional to its own usage (current or future) of said utilities.

(f) **Deliveries.**

(i) Seller shall deliver the following to Purchaser (duly executed where applicable) through escrow at or prior to the Closing, each of which shall be in form and substance acceptable to Purchaser in its judgment reasonably exercised:

(A) The Deed.

(B) A quitclaim deed from Seller in recordable form conveying to Purchaser title to the Survey description of the Property.

(C) Such other documents and instruments, including easements, as may be required by any other provision of this Agreement or as may reasonably be required to give effect to the terms and intent of this Agreement.

(D) A FIRPTA Affidavit (Certificate of Non-foreign Status) acceptable to the Title Company.

(E) A "drop down" certificate, updating the truth and accuracy of Seller's representations and warranties contained herein and indicating any changes which may be required to make those representations and warranties remain true and accurate; provided, however, that if any changes are indicated, then Purchaser shall have the rights as set forth in Section 5(c) above.

(ii) Purchaser shall deliver the following to Seller (duly executed where applicable) through escrow at or prior to Closing:

(A) The Purchase Price in available funds.

(B) Resolutions adopted by Purchaser authorizing the execution and delivery of this Agreement by Purchaser, the performance by Purchaser of its obligations hereunder and the consummation of the transactions contemplated hereby.

(C) Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to give effect to the terms and intent of this Agreement.

8. **Damage or Condemnation; Risk of Loss.**

(a) Commencing upon the Effective Date and extending through Closing hereunder, the Property shall remain in the same condition as on the date hereof, except, however, for natural wear and tear, condemnation, acts of God and occurrences over which Seller has no control. Seller shall not in any manner disturb, cut or remove any trees, shrubs or bushes from the Property during said period, and the risk of loss for any casualty to said Property shall remain upon Seller; provided however, at any time Seller may take all action that Seller deems reasonable to build the construction access. Seller shall maintain the current insurance for the Property against fire and other casualties normally covered by an insurance policy with extended coverage. Pending the Closing, Seller shall maintain the Property, the buildings and improvements thereon, and the mechanical equipment, and personal property of every kind used in the operation thereof in good condition and repair, and deliver the same at Closing in the same condition as presently existing, normal wear and tear excepted. Seller shall not remove any item of monetary value from the Property prior to the Closing, except for the purpose of repair or replacement, and any such repaired item or replacement item shall be included in this transaction.

(b) In the event of the institution of any proceedings, judicial, administrative or otherwise, which shall relate to the proposed taking of any substantial portion of the Property by eminent domain prior to Closing, or should a substantial portion of the Property be damaged by fire or other casualty prior to Closing, Purchaser shall have the right and option to terminate this Agreement at any time prior to Closing by giving Seller notice to such effect at any time after Purchaser's receipt of notice of any such occurrence or occurrences. Seller hereby agrees to furnish Purchaser written notification in respect thereof within forty-eight (48) hours from the Seller's receipt of any such notification. Should Purchaser so terminate this Agreement, then all then-refundable Earnest Money Deposits described in Exhibit B shall immediately be returned to Purchaser and, thereupon, the parties hereto shall be released from their respective obligations and liabilities hereunder. In the event Purchaser does not elect to terminate this Agreement because of such taking or casualty, at the Closing hereof, Seller shall assign to Purchaser all of Seller's right, title and interest in any award arising out of such taking, or any insurance proceeds arising out of such fire damage or other casualty, as the case may be. For the purposes of this section, a

"substantial" part of the Property shall be such a part which makes the remainder of the Property unsuitable for those uses contemplated by Purchaser.

9. **Notices.** Any notice required or permitted to be given hereunder by the parties shall be delivered personally or served by certified or registered mail or by a nationally recognized overnight carrier or by e-mail to the parties at the mailing addresses and email address set forth below, unless different addresses or email addresses are given by one party to the other:

As to Seller:

Kyle McDorman
300 Palm Street
Freeport, FL 32439
kjmedorman@emr-inc.com

As to Purchaser:

Stewart Rutledge
1739 University Avenue, Suite 116
Oxford, MS 38655
E-mail Address: stewart.rutledge@rosedalecorporation.com

As provided in this Section, any notice shall, for all purposes, be deemed given and received: (a) if given by email, when the email is transmitted to the party's email address specified above and such email is further mailed to such party's mailing address by that transmitting party; (b) if hand delivered to a party, upon delivery to the party specified above; (c) if given by a nationally recognized and reputable overnight delivery service, the day on which delivery is made or attempted by such delivery service; or (d) if given by certified mail, return receipt requested, postage prepaid, upon delivery to the party specified above. Unless directed otherwise by prior written notice, counsel for Purchaser and Seller may send written notices required or permitted by this Agreement directly to the other party so long as they simultaneously provide such party's counsel with a copy of any such direct communication, such communications being expressly permitted by Purchaser, Seller and their respective counsel.

10. **Remedies.**

(a) In the event that Purchaser defaults in its obligation to proceed to the Closing of the transaction contemplated by this Agreement, Seller shall be entitled to terminate this Agreement and receive the Earnest Money Deposits as liquidated damages, in lieu of all other remedies available to Seller at law or in equity for such default. Seller and Purchaser agree that the damages resulting to Seller as a result of such default by Purchaser as of the date of this Agreement are difficult or impossible to ascertain and the liquidated damages set forth in the preceding sentence constitute Seller's and Purchaser's reasonable estimate of such damages.

(b) In the event Seller shall default in the performance of any of its covenants, agreements, warranties or obligations hereunder, Purchaser shall elect, as its sole remedy for failure to Close (except as provided below), either: (i) waive the obligations of Seller in writing;

(ii) extend the time for performance by such period of time as may be mutually agreed upon in writing by the parties hereto; (iii) terminate this Agreement and recover the Earnest Money Deposits in which event Purchaser and Seller shall have no further obligations hereunder except under provisions of this Agreement which expressly survive the expiration or termination hereof; or (iv) take any and all legal actions necessary to compel Seller's specific performance hereunder (it being acknowledged that damages at law alone would be an inadequate remedy) to consummate the transaction contemplated by this Agreement in accordance with the provisions of this Agreement together with recovery of damages in connection therewith and costs and expense of seeking to enforce specific performance, including without limitation, court costs and legal fees.

11. Miscellaneous.

(a) Broker's Commission. Purchaser has utilized the services of Oxford Property Group, and Purchaser shall, wholly independent of Seller, pay to Oxford Property Group Six Percent (6.0%) of the Purchase Price at Closing. Seller and Purchaser shall protect, indemnify, hold harmless and defend the other party against any and all liabilities, claims, demands, damages, costs and expenses, including, without limitation, attorneys' fees, costs and expenses, in connection with claims for any such other commissions, finders' fees, brokerage fees or other similar compensation that may be asserted by any person against either Seller or Purchaser with respect to this transaction. This indemnification shall extend to any and all claims, liabilities, costs and expenses (including attorneys' fees and litigation costs) arising as a result of such claims and shall survive the Closing and the recording of the Deed or the termination of this Agreement, as the case may be.

(b) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Assignment of Agreement by Purchaser.

(i) Any assignee of Purchaser's rights and duties under this Agreement must pursue completion of the Project or some development substantially the same as the Project.

(ii) Subject to Section 11(c)(i), Purchaser shall have the right to assign its rights and to delegate its duties under this Agreement without prior notice and consent from Seller if the assignee in such an assignment is a corporation or other entity which is owned, at least in-part, by Purchaser or by another corporation or entity of which Purchaser is an owner.

(iii) Subject to Section 11(c)(i), Purchaser shall have the right to assign its rights and to delegate its duties under this Agreement only with prior notice to and consent from Seller if such assignee is not an assignee described in Section 11(c)(ii) above. In such case, Purchaser and assignee must conduct an in-person meeting with Seller as a precondition for Seller's consent being given, unless unequivocally waived in writing by Seller. Seller's consent shall not be unreasonably withheld.

(d) Unenforceability. If any provisions of this Agreement or the application thereof to any part or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) Section Headings. The section headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

(f) Time. Time is of the essence of this Agreement and in the performance of the covenants and provisions hereof.

(g) Exhibits. All exhibits referred to in, and attached to, this Agreement are hereby made a part of this Agreement.

(h) Date of Performance. If the date for performance of any act or deadline for required notice under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance or required notice shall automatically be extended to the first succeeding "business day" (a day which is not a Saturday, Sunday or federal holiday).

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the internal, substantive laws of the State of Florida.

(j) Facsimile, PDF, and Counterpart Signatures. Executed facsimile or PDF copies of this Agreement or any amendments hereto shall be binding upon the parties, and facsimile or PDF signatures appearing hereon or on any amendments hereto shall be deemed to be original signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(k) Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Purchaser at Closing, each party mutually agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary, appropriate, convenient, useful or desirable to effectively carry out the intent of this Agreement or to further perfect the conveyance, transfer and assignment of the Property to Purchaser. Seller agrees to cooperate with Purchaser, in all reasonable respects relating to Purchaser's applications for development approvals during the term of this Agreement. This cooperation shall include, but not be limited to, the signing of any applications for approvals and/or permits, answering of questionnaires, or other actions.

(l) Possession. Seller shall grant possession of the Property to Purchaser on the date of Closing.

(m) Entire Agreements. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated hereby, and all prior agreements, letters of intent, term sheets, proposals, offers, counter-offers, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision thereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the parties against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER: KYLE MCDORMAN

By: 

Name: Kyle McDorman

Title: Individual

Date: 11/02/2020

PURCHASER: RM FL XX PRIME, LLC

By: 

Name: Stewart Rutledge

Title: Managing Member

Date: Nov 02 2020

EXHIBIT A

That Thirteen (13.0) Acres situated in the City of Freeport, FL. (District 2); Section 10, Township 1S, Range 19, and which is part of Walton County, FL Parcel 10-1S-19-23000-009-0020 which is further described in the land records of Walton County, FL as 210FT SQ FT IN THE SE/4 OF THE W1/2 OF THE NE1/4 OF SW1/4 IN SEC 10-1S-19W, 204-184, 1204-279, 2660-2976, 3084-4417 and which is recorded in that Warranty Deed from Grantor Aaron M and Rachel N Sloan Elkins to Grantee Kyle J. McDorman which Warranty Deed is recorded in the land records of Walton County, FL at Book 3084 and Page Number 4417. The Property is further described and identified as the shaded area denoted with an X in the image below.



EXHIBIT B

Earnest Money Schedule

Installment	Time Period	Comment
1	October 9, 2020 – February 9, 2021	<p>Within ten (10) days of the latest signature accompanying this Agreement, Purchaser shall deposit Thirty Thousand Dollars and Zero Cents (\$30,000.00) with Escrow Agent.</p> <p>Upon the earlier of (i) November 6, 2020, or (ii) the satisfactory completion of these forms, \$7,000.00 of this Deposit becomes non-refundable, and \$23,000.00 of this Deposit remains refundable.</p>
2	February 9, 2021 – June 9, 2021	<p>Within ten (10) days of February 9, 2021, Purchaser shall either relinquish its rights under this Agreement or choose to continue. If Purchaser chooses to continue, \$20,000.00 addition of the initial Deposit shall become non-refundable, and the Closing Date is extended until June 9, 2021. This event leaves \$3,000 of the initial Deposit refundable.</p>
3	June 9, 2021 – October 9, 2021	<p>Within ten (10) days of June 9, 2021, Purchaser shall either relinquish its rights under this Agreement or choose to continue. If Purchaser chooses to continue, the remaining \$3,000.00 of the initial Deposit shall become non-refundable, and Purchaser must deposit an additional \$20,000.00 non-refundable with Seller. Upon completion of these requirements, the Closing Date is extended until October 9, 2021.</p>

Principal Disclosures for the Applicant

APPROVED for HOUSING CREDITS
FHFC Advance Review
 Received 10.15.20; Approved 10.20.20

Select the organizational structure for the Applicant entity:

The Applicant is a: Limited Liability Company

Provide the name of the Applicant Limited Liability Company:

RM FL XX Prime, LLC

First Principal Disclosure Level:

[Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for the Applicant](#)

First Level Entity #	Select Type of Principal of Applicant	Enter Name of First Level Principal	Select organizational structure of First Level Principal Identified
1.	<u>Manager</u>	<u>RM FL XX Prime Manager, LLC</u>	<u>Limited Liability Company</u>
2.	<u>Non-Investor Member</u>	<u>RM FL XX Prime Manager, LLC</u>	<u>Limited Liability Company</u>
3.	<u>Investor Member</u>	<u>Rutledge, Stewart W.</u>	<u>Natural Person</u>

Second Principal Disclosure Level:

RM FL XX Prime, LLC

[Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for the Applicant](#)

Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being identified

Second Level Entity #	Select the type of Principal being associated with the corresponding First Level Principal Entity	Enter Name of Second Level Principal	Select organizational structure of Second Level Principal Identified
<u>1. (RM FL XX Prime Manager, LLC)</u>	<u>1.A. Sole Member</u>	<u>RM FL Root, LLC</u>	<u>Limited Liability Company</u>
<u>1. (RM FL XX Prime Manager, LLC)</u>	<u>1.B. Manager</u>	<u>RM FL Root, LLC</u>	<u>Limited Liability Company</u>
<u>1. (RM FL XX Prime Manager, LLC)</u>	<u>1.C. Manager</u>	<u>Rutledge, Stewart W.</u>	<u>Natural Person</u>
<u>1. (RM FL XX Prime Manager, LLC)</u>	<u>1.D. Manager</u>	<u>Mercier, Marc</u>	<u>Natural Person</u>
<u>2. (RM FL XX Prime Manager, LLC)</u>	<u>2.A. Manager</u>	<u>Rutledge, Stewart W.</u>	<u>Natural Person</u>
<u>2. (RM FL XX Prime Manager, LLC)</u>	<u>2.B. Manager</u>	<u>Mercier, Marc</u>	<u>Natural Person</u>
<u>2. (RM FL XX Prime Manager, LLC)</u>	<u>2.C. Manager</u>	<u>RM FL Root, LLC</u>	<u>Limited Liability Company</u>
<u>2. (RM FL XX Prime Manager, LLC)</u>	<u>2.D. Sole Member</u>	<u>RM FL Root, LLC</u>	<u>Limited Liability Company</u>

Third Principal Disclosure Level:

RM FL XX Prime, LLC

[Click here for Assistance with Completing the Entries for the Third Level Principal Disclosure for the Applicant](#)

Select the corresponding Second Level Principal Entity # from above for which the Third Level Principal is being identified

Third Level Entity #	Select the type of Principal being associated with the corresponding Second Level Principal Entity	Enter Name of Third Level Principal who must be either a Natural Person or a Trust	The organizational structure of Third Level Principal Identified Must be either a Natural Person or a Trust
<u>1.A. (RM FL Root, LLC)</u>	<u>1.A.(1) Manager</u>	<u>Rutledge, Stewart W.</u>	<u>Natural Person</u>
<u>1.A. (RM FL Root, LLC)</u>	<u>1.A.(2) Member</u>	<u>Rutledge, Stewart W.</u>	<u>Natural Person</u>
<u>1.A. (RM FL Root, LLC)</u>	<u>1.A.(3) Manager</u>	<u>Mercier, Marc</u>	<u>Natural Person</u>
<u>1.A. (RM FL Root, LLC)</u>	<u>1.A.(4) Member</u>	<u>Mercier, Marc</u>	<u>Natural Person</u>
<u>1.B. (RM FL Root, LLC)</u>	<u>1.B.(1) Manager</u>	<u>Rutledge, Stewart W.</u>	<u>Natural Person</u>
<u>1.B. (RM FL Root, LLC)</u>	<u>1.B.(2) Member</u>	<u>Rutledge, Stewart W.</u>	<u>Natural Person</u>
<u>1.B. (RM FL Root, LLC)</u>	<u>1.B.(3) Manager</u>	<u>Mercier, Marc</u>	<u>Natural Person</u>
<u>1.B. (RM FL Root, LLC)</u>	<u>1.B.(4) Member</u>	<u>Mercier, Marc</u>	<u>Natural Person</u>
<u>2.C. (RM FL Root, LLC)</u>	<u>2.C.(1) Manager</u>	<u>Rutledge, Stewart W.</u>	<u>Natural Person</u>
<u>2.C. (RM FL Root, LLC)</u>	<u>2.C.(2) Member</u>	<u>Rutledge, Stewart W.</u>	<u>Natural Person</u>
<u>2.C. (RM FL Root, LLC)</u>	<u>2.C.(3) Manager</u>	<u>Mercier, Marc</u>	<u>Natural Person</u>
<u>2.C. (RM FL Root, LLC)</u>	<u>2.C.(4) Member</u>	<u>Mercier, Marc</u>	<u>Natural Person</u>
<u>2.D. (RM FL Root, LLC)</u>	<u>2.D.(1) Manager</u>	<u>Rutledge, Stewart W.</u>	<u>Natural Person</u>
<u>2.D. (RM FL Root, LLC)</u>	<u>2.D.(2) Member</u>	<u>Rutledge, Stewart W.</u>	<u>Natural Person</u>
<u>2.D. (RM FL Root, LLC)</u>	<u>2.D.(3) Manager</u>	<u>Mercier, Marc</u>	<u>Natural Person</u>
<u>2.D. (RM FL Root, LLC)</u>	<u>2.D.(4) Member</u>	<u>Mercier, Marc</u>	<u>Natural Person</u>

ATTACHMENT C