

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12-12-2017

Contract/Lease Control #: C18-2657-BCC

Procurement#: NA

Contract/Lease Type: AGREEMNT

Award To/Lessee: FIRST NBC BANK

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/02/2017

Expiration Date: UPON RECIEPT OF DEED

Description of
Contract/Lease: PURCHASE OF 365 SPRING ST.

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: <u>TRD</u>	Tracking Number: _____
Procurement/Contractor/Lessee Name: <u>FRIC</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>365 Spring St. purchase</u>	
Date/Term: _____	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>BCC</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Hopstad</u>	

Purchasing Review	
Procurement or Contract/Lease requirements are met:	
<u>[Signature]</u>	Date: <u>10-10-17</u>
Purchasing Director or designee	Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)	
Approved as written:	<u>NA</u>
_____	Date: _____
Grants Coordinator	Renee Biby

Risk Management Review	
Approved as written:	<u>no risk element</u>
_____	Date: _____
Risk Manager or designee	Laura Porter or Krystal King

County Attorney Review	
Approved as written:	<u>see email attach</u>
_____	Date: <u>10-10-17</u>
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants Office	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	Marcella Eubanks, Mindy Kovalsky, Ashley Endris

DeRita Mason

From: Greg Stewart
Sent: Tuesday, October 10, 2017 11:17 AM
To: Greg Kisela
Cc: DeRita Mason
Subject: RE: Coordination E-mails

The purchase agreement for 385 N. Spring Street property was approved by legal.

Gregory T. Stewart
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

-----Original Message-----

From: Greg Kisela
Sent: Tuesday, October 10, 2017 10:32 AM
To: Greg Stewart <gstewart@co.okaloosa.fl.us>
Cc: DeRita Mason <dmason@co.okaloosa.fl.us>
Subject: Coordination E-mails

Greg: can you provide an e-mail(s) for coordination on the 385 N Spring Street and property adjacent to the jail (Roper) contracts. The Clerk's Office is asking.

Thanks.

Greg

Sent from my iPhone

Standard Form - SWD

REAL ESTATE PURCHASE AND SALE CONTRACT

- FDIC Standard SWD Form Real Estate Purchase and Sale Contract ~ Page 1
-
- fdicformresalecontract_SWD_recorp_040411_final.doc
-
- Revised 04/04/11

discretion (the "Title Company"). At Closing, Seller will cause the Title Company to issue to Purchaser an owner's policy of title insurance (the "Title Policy") in the full amount of the Purchase Price.

(b) Purchaser will have five (5) days from receipt of the Title Commitment to make written objections thereto, limited solely to matters which substantially and adversely affect title to the Property, to Seller, failing which, Purchaser will be deemed to have waived the right to raise any such objections and will accept title to the Property subject to all matters reflected on the Title Commitment. If, however, Purchaser timely delivers such written objections to Seller, Seller will have until Closing to attempt to cure same, but shall have no obligation to expend any sums to do so. Seller may, in its sole discretion, extend the Closing Date (hereinafter defined) for up to ninety (90) days as it may deem necessary for further attempted resolution of any title matters.

(c) If Seller notifies Purchaser that Seller is not able or willing to cure any such title objections ("Seller's Notice") prior to Closing, Purchaser shall have the right to either (i) terminate this Contract by written notice thereof to Seller within five (5) days of receipt of Seller's Notice and receive the immediate return of the Earnest Money, and thereafter neither party hereto will have any further rights or obligations under this Contract; or (ii) waive the unsatisfied objections and thereafter close the purchase of the Property in accordance with this Contract. Failure by Purchaser to timely exercise its right to terminate this Contract under Section 6.(c)(i) hereinabove shall be deemed to be Purchaser's election to proceed under Section 6.(c)(ii).

7. INSPECTION PERIOD:

(a) Purchaser will have a period of 45 days from and after the Effective Date to examine the Property and to conduct at its sole cost and expense such physical tests, inspections, surveys, and other investigations as are reasonably necessary for Purchaser to determine whether the Property is suitable for Purchaser's intended use (the "Inspection Period"). Purchaser and Purchaser's agents and representatives will have reasonable access to the Property during normal business hours prior to Closing. Notwithstanding the foregoing, (i) Purchaser will give Seller reasonable notice of Purchaser's intention to enter upon the Property; (ii) Purchaser must obtain written approval from Seller before Purchaser conducts any sampling, testing, or analysis of any media on or inspection of the Property, including, in Seller's discretion, the execution of a property access agreement for those purposes; and (iii) Seller may require that a representative of Seller accompany Purchaser or its agents while they are on the Property. Any sampling, testing, or analysis of any media on or inspection of the Property performed or caused to be performed by Purchaser shall not unreasonably interfere with the use and occupancy of the Property by Seller or Seller's tenants, if any. In the event that the transaction contemplated by this Contract does not close for any reason, Purchaser is obligated to restore the Property to its condition prior to Purchaser's entry thereon. This obligation will survive termination of this Contract.

(b) A copy of every report of every sampling, testing, analysis, and inspection conducted by Purchaser or on its behalf on the Property, including but not limited to any survey and any environmental report or environmental site assessment, will be delivered to Seller within five (5) days after such report is received by Purchaser. Purchaser shall and does hereby release, indemnify, and hold Seller harmless, and Purchaser shall defend Seller (with counsel acceptable to Seller), from and against any and all liabilities, claims, demands, causes of action, damages, and expenses (including attorneys' fees) incident to, resulting from, or in any way arising out of Purchaser's or its agents' presence on the Property and any such sampling, testing, analysis, or inspection conducted by Purchaser on the Property. Such indemnity shall survive Closing or any termination of this Contract and shall not be merged therein.

(c) If Purchaser reasonably determines that the Property is unsuitable for Purchaser's intended use, Purchaser may terminate this Contract by delivery of written notice to Seller prior to the expiration of the Inspection Period. In such event, the

Earnest Money will be returned to Purchaser and thereafter neither party hereto will have any further rights or obligations under this Contract. If Purchaser does not terminate this Contract prior to the expiration of the Inspection Period, Purchaser will be obligated to close the transaction contemplated herein under the terms of this Contract and Purchaser's failure to do so will entitle Seller to retain the Earnest Money as liquidated damages as provided in Section 16 hereof.

8. **CONVEYANCE OF TITLE:** Seller will convey the Property to Purchaser by a special warranty deed substantially in the form of Exhibit "B" attached hereto and incorporated herein for all purposes (the "Deed"), subject to any and all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, encumbrances, access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Property (including, without limitation, all matters reflected on the Title Commitment and not objected to by Purchaser under Section 6.(b) hereof and any title objections waived or deemed waived by Purchaser under Section 6.(c)(ii), above), whether known or unknown, recorded or unrecorded, as well as standby fees, real estate taxes, and assessments on or against the Property for the current year and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property; and any and all zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Any personalty to be conveyed to Purchaser under Section 32 hereof shall be conveyed by a quitclaim bill of sale (the "Bill of Sale").

9. **PROPERTY CONDITION:**

(a) **PURCHASER, BY ITS EXECUTION OF THIS CONTRACT, ACKNOWLEDGES THAT:**

(i) **EXCEPT FOR THE SPECIAL (OR LIMITED) WARRANTY OF TITLE TO BE CONTAINED IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) ANY INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT OR HOPE TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE DESCRIPTION, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS**

ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY PART THEREOF, OF ANY HAZARDOUS MATERIALS;

(ii) PURCHASER HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS," AND SELLER HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; AND

(iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM OR COURSE OF DEALING WITH SELLER.

(b) ADDITIONALLY, PURCHASER HEREBY REPRESENTS TO SELLER THAT, BY VIRTUE OF THE INSPECTION PERIOD, PURCHASER HAS MADE, WILL MAKE, OR HEREBY WAIVES: (A) ALL INSPECTIONS OF THE PROPERTY DEEMED NECESSARY OR APPROPRIATE BY PURCHASER TO DETERMINE THE PROPERTY'S VALUE AND CONDITION, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, UNDERGROUND STORAGE TANKS, HAZARDOUS WASTE, AND ANY OTHER HAZARDOUS MATERIALS, AND (B) ALL INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY. PURCHASER'S INSPECTION OF THE PROPERTY OR WAIVER THEREOF WILL RELIEVE SELLER OF ANY LIABILITY TO PURCHASER AS A RESULT OF ANY ENVIRONMENTAL HAZARD ON OR TO THE PROPERTY AND PURCHASER HEREBY ACCEPTS ALL LIABILITY THEREFOR AS BETWEEN PURCHASER AND SELLER AND INDEMNIFIES AND HOLDS SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, OR ACTIONS INCIDENT TO, RESULTING FROM, OR IN ANY WAY ARISING OUT OF SUCH HAZARD. THIS INDEMNITY SHALL SURVIVE CLOSING AND SHALL NOT BE MERGED THEREIN.

10. BROKER'S FEE: By separate document, Seller has agreed to pay a real estate commission (the "Commission") to the real estate agent specified therein (the "Broker"), subject to the closing of the transaction contemplated by this Contract and payment of the full Purchase Price to Seller. The Broker may agree to pay a portion of the Commission to any other licensed real estate agent but Seller will bear no liability for payment of the Commission or any portion thereof to any agent other than the Broker. Purchaser hereby (i) acknowledges that Seller will bear no liability for payment of the Commission or any portion thereof to any agent other than the Broker, and (ii) indemnifies Seller from any claims which may be asserted against Seller by any real estate agent who has or claims to have been authorized by Purchaser to act on Purchaser's behalf in the transaction contemplated by this Contract.

11. CLOSING: The closing of the sale of the Property by Seller to Purchaser ("Closing") shall occur on the first business day following the expiration of seven (7) days from and after the expiration of the Inspection Period (the "Closing Date"). The Closing shall occur at Seller's offices or, at Seller's option, at the offices of the Title Company or a closing attorney designated by Seller in its sole discretion (either of which, in that role, the "Settlement Agent"). At Closing, among the other requirements set forth in this Contract, Purchaser shall deliver the Purchase Price to Seller in accordance with Section 3 hereinabove and, if applicable, the additional amount set forth in said Section 3 for the personalty to be conveyed hereunder, and

Seller shall deliver the Deed and, if applicable under Section 32 hereof, the Bill of Sale, to Purchaser. If either party fails to close the sale under the terms of this Contract, the non-defaulting party will be entitled to exercise the remedies provided in Section 16 hereof. Any extension of the Closing Date must be in writing and, except for Seller's right to unilaterally extend the Closing Date under Section 6.(b) hereinabove, be executed by Purchaser and Seller in advance of the scheduled Closing Date.

12. **POSSESSION:** Possession of the Property in its condition existing on the Effective Date, ordinary wear and tear excepted, will be delivered to Purchaser at Closing, subject to the rights or claims of parties in possession or vendors thereto. Delivery of the Deed by Seller and acceptance of the Deed by Purchaser will evidence the assignment by Seller and assumption by Purchaser of all written or oral agreements for lease of the Property and contracts in effect as of the Closing Date. From and after Closing, Purchaser will defend, indemnify, and hold Seller harmless from and against all claims, demands, and actions arising under such leases or contracts.

13. **CLOSING COSTS:** Seller will pay the cost of (i) preparation of the Deed and all other conveyance documents, (ii) one-half of the Title Company's escrow fee, (iii) the premium for the Title Policy, and (iv) Seller's attorneys' fees. Seller will cause any mortgages, deeds of trust, or other monetary liens recorded against the Property to be released, unless (a) Purchaser made no objection thereto under Section 6.(b) hereof, or (b) if Purchaser made such an objection, Seller has notified Purchaser that Seller is unable or unwilling to cure same under Section 6.(c) hereof and Purchaser nevertheless elected, or is deemed to have elected, to proceed under Section 6.(c)(ii) hereof. All other costs and expenses incurred in connection with the sale of the Property hereunder will be paid by Purchaser, including, without limitation, recordation of the Deed and any other recording fees, one-half of the Title Company's escrow fee, Purchaser's attorneys' fees, the removal of any liens remaining on the Property, the costs and expenses of services incurred by Purchaser in performing its feasibility study and related tests and investigations under Section 7 hereof, any documentary stamp taxes, deed taxes, transfer taxes, intangible taxes, mortgage taxes and any and all other similar taxes, fees or assessments, and any financing obtained by Purchaser in connection with its purchase of the Property.

14. **PRORATIONS:** The provisions of this Section 14 shall survive Closing and not be merged therein.

(a) At Closing, all normal and customarily prorable items, including, without limitation, all ad valorem taxes and assessments assessed against the Property, prepaid rents and other expenses and fees payable under any leases on the Property, prepaid and accrued but unpaid expenses incurred in connection with the operation or maintenance of the Property, including, without limitation, all utilities servicing the Property, and any dues and assessments of home or condominium owners' associations, shall be prorated between Purchaser and Seller as of the Closing Date, Seller being charged and credited for all of same up to such date and Purchaser being charged and credited for all of same on and after such date. If the assessments for any such prorable items for the year of Closing have not yet been made, then any such prorations shall be based upon the prior year's assessments. No prorations shall be made in relation to rents not collected as of the Closing Date, but Purchaser shall make a commercially reasonable attempt to collect the same for Seller's benefit after Closing, but shall not be required to initiate legal proceedings in such attempt, and such collections, if any, shall be accounted for between Purchaser and Seller on the Reconciliation Date (hereinafter defined).

(b) On the first business day immediately prior to the day which is sixty (60) days after the Closing Date, or such other date as may be agreed upon in writing by Seller and Purchaser in order to have in hand the tax or any other assessments for the Property for the year of Closing or for any other reason (in any event, the "Reconciliation Date"), Seller hereby agrees to cause to be paid to Purchaser, or Purchaser hereby agrees to pay to Seller, as the case may be, a payment in an amount which reflects (i) net adjustments to the prorations made at Closing under Section 14.(a), above, including, without limitation, (a) any and all rents

delinquent and unpaid on the Closing Date and subsequently collected by Purchaser, and (b) any savings resulting from any tax abatements on the Property for the year of Closing resulting from a challenge brought by either party hereto and the costs or expenses incurred by the challenging party in that regard, and (ii) any costs and expenses incurred by Purchaser under Section 32.(b)(ii) hereof.

(c) Notwithstanding anything else to the contrary in this Section 14, if the Property has been assessed for property tax purposes at such rates as would result in reassessment (i.e., "roll-back" taxes) based upon a change in land usage or ownership of the Property, Purchaser hereby agrees to pay all such taxes and Purchaser shall and does hereby indemnify and save Seller harmless from and against all claims and liability for such taxes.

(d) At Closing, Seller will, at its election and in its sole discretion, either deliver or credit to Purchaser any and all tenant security deposits then actually held by Seller under leases covering the Property. Seller will have no responsibility for security deposits not held by Seller at Closing. Further, Seller will be credited at Closing with the amount of any and all deposits held on behalf of Seller by utility companies with respect to the Property.

15. CASUALTY LOSS: In the event of damage to or destruction of the Property by fire or other casualty prior to Closing, resulting in a loss exceeding twenty percent (20%) of the Purchase Price, Purchaser may, at its option, either (i) terminate this Contract by written notice thereof to Seller within five (5) days after Seller notifies Purchaser of the casualty and receive the immediate return of the Earnest Money, and thereafter neither party hereto will have any further rights or obligations under this Contract; or (ii) proceed to close the transaction contemplated herein in accordance with the terms hereof and receive the insurance proceeds payable as a result of such casualty (or, at Seller's option, allow Purchaser at Closing a credit against the Purchase Price in the amount of such casualty loss).

16. DEFAULT: If Purchaser fails to perform any of its obligations hereunder, Seller's exclusive remedy for such default is (a) termination of this Contract by written notice thereof to Purchaser, and (b) retention of the Earnest Money as liquidated damages hereunder. If Seller fails to perform any of its obligations hereunder, Purchaser's exclusive remedy for such default is termination of this Contract by written notice thereof to Seller and liquidated damages as follows: (i) refund of the Earnest Money, and (ii) reimbursement by Seller of Purchaser's documented out-of-pocket expenses, not to exceed \$1,000.00. The liquidated damages specified in this Section are not penalties, but reasonable estimates of, respectively, the cost to Seller of holding the Property off of the market and the cost to Purchaser of the lost transaction. In no event shall Seller be liable to Purchaser for any other actual, punitive, speculative, or consequential damages, nor shall Purchaser be entitled to bring a claim to enforce specific performance of this Contract.

17. PROHIBITED PURCHASER: Purchaser hereby acknowledges that certain persons are prohibited from purchasing assets from Seller and that under certain circumstances Seller will not sell assets to certain persons. Accordingly, prior to or contemporaneously with the execution of this Contract, Purchaser has completed, executed, and delivered to Seller a Purchaser Eligibility Certification (the "PEC") in the form attached here to as Exhibit "C." Purchaser hereby represents and warrants to Seller that the PEC is true and correct, and Purchaser hereby further acknowledges that Seller is relying on the truth and accuracy of the PEC. Any incorrect information on the PEC shall be a default by Purchaser under this Contract. Accordingly, if Seller determines prior to Closing that any portion of the PEC is incorrect, Seller may terminate this Contract and retain the Earnest Money as provided for in Section 16 hereof, and may pursue any other sanctions provided by law.

18. **CONFIDENTIALITY:** Prior to or contemporaneously with the execution of this Contract, Purchaser has completed, executed, and delivered to Seller a Confidentiality Agreement (herein so called) in the form attached hereto as Exhibit "D" and incorporated herein for all purposes. Any breach of the Confidentiality Agreement by Purchaser shall be a default under this Contract, in which event Seller may terminate this Contract and retain the Earnest Money as provided for in Section 16 hereof, and may pursue any other sanctions provided by law.
19. **ATTORNEYS' FEES:** In any legal proceeding brought under or with regard to this Contract, the prevailing party will be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party; provided, however, that Seller's liability, if any, for court costs and attorneys' fees, shall be determined in accordance with the Equal Access to Justice Act, codified at 28 U.S.C. § 2412 (2006), to the extent applicable, as well as any other applicable federal law.
20. **AUTHORITY TO EXECUTE:** Only an Attorney in Fact for the FDIC, acting in the capacity stated in Section 1 hereof, is authorized by the FDIC to execute this Contract.
21. **SURVIVAL:** In addition to those certain provisions of this Contract expressly made to survive Closing or any termination of this Contract, Sections 9, 10, 12, 14, 23 and 27 of this Contract shall survive Closing and the delivery of the Deed and shall not be merged therein.
22. **MODIFICATION:** This Contract is the entire agreement between Seller and Purchaser concerning the sale of the Property and supersedes all prior agreements and understandings, if any, with regard thereto, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound.
23. **GOVERNING LAW:** The validity, construction, enforcement, interpretation, and performance of this Contract shall be governed by the laws of the United States of America, and to the extent that state law would apply under applicable federal law, the state in which the Property is located.
24. **TIME:** Time is of the essence in the performance of each party's obligations under this Contract.
25. **NOTICES:** Any notice provided or required to be given under this Contract must be in writing and shall be served (and shall be deemed to have been served) by (a) depositing same in the United States mail, addressed to the party to be notified, postage prepaid and certified with return receipt requested; (b) delivering the same to such party or agent of such party, in person or by commercial courier; or (c) depositing the same into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified. For purposes of notice, the addresses of the parties shall be as set forth in their respective signature blocks hereinbelow.
26. **EFFECTIVE DATE:** The date of execution of this Contract by the latter of Purchaser or Seller, as set forth in their respective signature blocks hereinbelow, shall be the "Effective Date" hereof for all purposes.
27. **CONSTRUCTION:** Unless stated otherwise, the words "day" or "days" refer to calendar days. Pronouns are used interchangeably herein to refer to masculine, feminine, or neuter antecedents. The parties hereby acknowledge that each party and its counsel have reviewed this Contract and had the opportunity to revise same, and each consequently agrees that the normal rule

of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

28. **INDIVIDUAL LIABILITY:** The individual who purports to execute this Contract on behalf of a purchasing legal entity will nevertheless be bound under this Contract in his or her individual capacity unless, prior to Closing, the individual provides Seller with a copy of (a) the articles or agreement by which the purchasing legal entity was created, as filed, if applicable, with the proper state office or authority, (b) a resolution of that legal entity authorizing (i) the transaction contemplated herein, and (ii) such individual to bind such legal entity in such transaction.

29. **ASSIGNMENT:** This Contract shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors, and assigns. Notwithstanding the foregoing, Purchaser shall not have the right to assign its interest in this Contract without the prior written consent of Seller, which consent may be granted or withheld in Seller's sole and absolute discretion, and any such assignment to which Seller has not so consented shall be null and void and of no force or effect.

30. **STATE SPECIFIC ATTACHMENTS:** The following attachments, if any, are attached hereto and incorporated herein for all purposes in order to conform this Contract to the laws of the state in which the Property is located:

☒ | ATTACHMENT "1:" Florida State Specific Addendum _____;

☐ | ATTACHMENT "2:" _____;

☐ | ATTACHMENT "3:" _____;

☐ | ATTACHMENT "4:" _____.

31. **DISCLOSURES REGARDING THE PROPERTY:**

☐ | ATTACHMENT "_____:" Lead-Based Paint Disclosure. Required if improvements to the Property include a residential dwelling built prior to 1978.

☒ | ATTACHMENT "2:" Other Environmental Matters. Other environmental matters require disclosure prior to conveyance of the Property to Purchaser.

32. **PERSONAL PROPERTY; PERSONAL IDENTIFYING INFORMATION [check one]:** ☐ No personal property is included in the transaction contemplated by this Contract. ☒ An inventory of the personal property included in the transaction contemplated by this Contract is set forth on Exhibit "E" attached hereto and made a part hereof for all purposes.

(a) Regardless of whether or not any personal property is included in the transaction contemplated by this Contract, as indicated hereinabove, this Section 32 shall survive Closing and not be merged therein. For the purposes of this Section 32, "personal identifying information" or "PII" shall mean any piece of information which can potentially be used to uniquely identify, contact, or locate a particular person.

(b) Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, and to the extent that any furniture, fixtures, and equipment, including, without limitation, printers, fax machines, scanners, copiers, computer systems, servers, hardware and software, tapes, CD's, disks, thumb drives, portable drives, hard disk drives, or any other portable electronic storage media/devices, and the electronic data stored therein or thereon, and all hard data, records, documents, and information, including, without limitation and with regard to each and all of the foregoing, personal identifying information or PII, remain in, on, or about the Property at Closing, and whether or not apparently described in whole or in part on Exhibit "E" hereto, Purchaser hereby acknowledges and agrees that (i) any and all such hardware, software, tapes, CD's, disks, thumb drives, portable drives, hard disk drives, and any other portable electronic storage media/devices and the electronic data stored therein or thereon and any hard data, records, documents, or information, including, without limitation and with regard to each and all of the foregoing, personal identifying information or PII (all of the foregoing described in this Section 32.(b)(i) are hereinafter collectively referred to as the "Excluded Personalty"), are hereby expressly and unequivocally excluded from the transaction contemplated by this Contract, and (ii) within ten (10) business days from and after Closing, Purchaser, at Seller's sole cost and expense, shall effect the removal of the Excluded Personalty from the Property and delivery of same to Seller.

(c) If any software or systems necessary to or for the operation of any building located upon the Property, reside in or on any Excluded Personalty, then within ten (10) business days from and after Closing, Purchaser shall transfer that data to replacement portable electronic storage media/devices at Purchaser's sole cost and expense, and immediately thereafter deliver all such Excluded Personalty to Seller.

(d) If at any time Purchaser discovers the presence of any Excluded Personalty which Seller or Purchaser has previously failed to remove from the Property, Purchaser shall promptly (i) notify Seller in writing of the existence of such Personal Property, and (ii) at Seller's sole cost and expense, effect the removal of the discovered Excluded Personalty from the Property and delivery of same to Seller.

(e) Purchaser hereby acknowledges and agrees that any and all personal identifying information or PII that remains in, on, or about the Property at Closing and thereafter is (i) the property of Seller, and Purchaser hereby agrees that it will not attempt to access or read or determine the content of any such personal identifying information or PII, and (ii) confidential and governed by the Confidentiality Agreement described in Section 18 hereof. Notwithstanding anything to the contrary in the Confidentiality Agreement, the terms thereof shall not terminate and shall bind Purchaser as to any and all personal identifying information or PII that remains in, on, or about the Property at Closing or thereafter.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Real Estate Purchase And Sale Contract to be effective as of the Effective Date.

PURCHASER [check applicable box]:

☐ _____ [if an individual, sign on this first line, print name on second]

Name: _____

☒ Okaloosa County [print name of legal entity, including type of entity and state in which it was formed, e.g., Whiteacre, LLC, a New Jersey limited liability company]

a Political Subdivision of the State of Florida

By: Carolyn N. Ketchel
[entity's representative signs here]



Print Name: Carolyn N. Ketchel

Title: Chairman

Date: 20 Sept 12

Tax ID Number: 17-3N-23-2490-0067-0010 and 17-3N-23-2490-0067-0050

Purchaser's complete mailing address [whether individual or legal entity]:

1250 N. Eglin Pkwy. [use street address only; a P.O. Box is NOT acceptable]

Suite 100

Shalimar, FL 32579

Phone number: 850-651-7105

Fax number: 850-651-7142

[Seller's signature page follows.]

SELLER:

Federal Deposit Insurance Corporation,
in the capacity stated above
1601 Bryan Street
Dallas, Texas 75201

Note: for purposes of notice under Section 25 hereof, if Seller
utilized a third party marketing contractor in this transaction, a copy of all
notices to Seller must be sent simultaneously to:

By: 

Colliers International

Name: _____

16830 Ventura Blvd., Suite J

Title: _____

Attorney in Fact

BRYAN KENT HILL
ATTORNEY IN FACT

Encino, CA 91436

Date: 10/2/2017

Phone number: 972.761.4265

Fax number: _____

EXHIBIT "A"

[Legal Description of the Property]

EXHIBIT "A"

Lots 1, 2, 3, 4, and 5, Block 67, Town of Crestivew, according to the map or plat thereof, as recorded in Plat Book 1, Page 72, of the Public Records of Okaloosa County, Florida.

x 
Buyer Initials

FDIC

1: BKH

2: AFitchue

Date: 08/29/17

EXHIBIT "B"

[Note to Contract preparer: the below form of Special Warranty Deed is an exhibit only and is not to be completed as part of the contract preparation.]

Recording requested by
and when recorded return to:

Asset No. _____

.....

.....

.....

space above this line for Recorder's use only

SPECIAL WARRANTY DEED

STATE OF _____ §
COUNTY OF _____ §

RECITALS

WHEREAS, _____ [insert name of failed institution out of which Seller obtained the Property, including City and State where main branch was located] (the "Institution"), acquired the Property by that certain _____ [insert the style of the deed into the failed institution, e.g., General or Special Warranty Deed, Deed in Lieu of Foreclosure, or simply Deed] dated _____, and recorded in Volume _____, Page _____ of the records of _____ County, _____, on _____; and

WHEREAS, the Institution was closed by _____ [insert the name of the federal or state regulator that closed the Institution – this information MUST be accurate and may be obtained from the FDIC representative working on this transaction or the FDIC Legal Division] on _____, and the Federal Deposit Insurance Corporation (the "FDIC") was appointed as receiver for the Institution (the "Receiver"); and

WHEREAS, as a matter of federal law, 12 U.S.C. § 1821(d)(2)(A)(i), the Receiver succeeded to all of the right, title, and interest of the Institution in and to, among other things, the Property, [if the additional recital set forth below is needed, then delete the preceding period and add: ; and]

[If Seller is the FDIC in its corporate capacity, add the following additional recital (the information necessary to properly complete this recital may also be obtained from the FDIC representative working on this transaction or the FDIC Legal Division): WHEREAS, by that certain Certificate of Termination effective _____ [insert the effective date of such Certificate], the receivership estate of the Institution was terminated and the remaining assets of such estate, including, without limitation, all of its right, title, and interest in and to the Property, were transferred to the FDIC in its corporate capacity ("FDIC-Corporate").]

NOW, THEREFORE, the Receiver [or, if applicable: FDIC-Corporate] (hereinafter, "Grantor"), whose address is 1601 Bryan Street, Dallas, Texas 75201, for and in consideration of _____ AND NO/100 DOLLARS (\$_____.00), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto _____ [If a legal entity, include type and state in which formed] ("Grantee"), whose address is _____ that certain real property situated in _____ County, _____, as described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with any and all improvements thereto and all and singular the

rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property"), subject however to any and all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, encumbrances, access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Property, including, without limitation, any and all matters or conditions reflected on Exhibit "B" attached hereto and made a part hereof for all purposes, and whether known or unknown, recorded or unrecorded, as well as standby fees, real estate taxes, and assessments on or against the Property for the current year and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property; and any and all zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by its acceptance of delivery of this Special Warranty Deed, assumes and agrees to perform any and all obligations of Grantor or the Institution under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS ACCEPTANCE OF DELIVERY OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES AND AGREES THAT (i) EXCEPT FOR THE SPECIAL (OR LIMITED) WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) ANY INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT OR HOPE TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE DESCRIPTION, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY PART THEREOF, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE HEREUNDER OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; and (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS SPECIAL WARRANTY DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its acceptance of delivery of this Special Warranty Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, the Institution, and the FDIC in any and all of its various

other capacities, and their respective employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it or they may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Property in any manner whatsoever. This covenant releasing Grantor, the Institution, and the FDIC in any and all of its various other capacities shall be a covenant running with the Property and shall be binding upon Grantee, its successors, and assigns.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto Grantee, its heirs, personal representatives, successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT SPECIALLY AND FOREVER DEFEND all and singular the Property unto Grantee, its heirs, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject, however, to the Permitted Encumbrances.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

By its acceptance of delivery of this Special Warranty Deed, Grantee hereby assumes the payment of all *ad valorem* taxes, standby fees, and general and special assessments of whatever kind and character affecting the Property which are due, or which may become due, for the current tax year or assessment period and for any tax year or assessment period subsequent to the date of this Special Warranty Deed, including, without limitation, taxes or assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property or any portion thereof.

IN WITNESS WHEREOF, this Special Warranty Deed is executed on _____.

FEDERAL DEPOSIT INSURANCE CORPORATION,
[either as Receiver for _____ (insert name of Institution, including City and State – see first recital on first page of Deed), or in its corporate capacity]

By: _____

Name: _____

Title: Attorney in Fact

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, Attorney in Fact of the Federal Deposit Insurance Corporation, [as Receiver for _____, or, if applicable: in its corporate capacity], on behalf of said entity.

Notary Public, State of _____

EXHIBIT "B"

[Note to Contract preparer: the below form Special Warranty Deed is an exhibit only and is not to be completed as part of the contract preparation.]

Recording requested by _____
and when recorded return to: _____

Asset No. _____

space above this line for Recorder's use only

SPECIAL WARRANTY DEED

STATE OF _____ §
COUNTY OF _____ §

RECITALS

WHEREAS, _____ [insert name of failed institution out of which Seller obtained the Property, including City and State where main branch was located] (the "Institution"), acquired the Property by that certain _____ [insert the style of the deed into the failed institution, e.g., General or Special Warranty Deed, Deed in Lien of Foreclosure, or Simply Deed] dated _____, and recorded in Volume _____, Page _____ of the records of _____ County, _____, on _____; and

WHEREAS, the Institution was closed by _____ [insert the name of the federal or state regulator that closed the Institution - this information MUST be accurate and may be obtained from the FDIC representative working on this transaction or the FDIC Legal Division] on _____, and the Federal Deposit Insurance Corporation (the "FDIC") was appointed as receiver for the Institution (the "Receiver"); and

WHEREAS, as a matter of federal law, 12 U.S.C. §1821(d)(2)(A)(i), the Receiver succeeded to all of the right, title, and interest of the Institution in and to, among other things, the Property. [if the additional recital set forth below is needed, then delete the preceding period and add: ; and]

[if Seller is the FDIC in its corporate capacity, add the following additional recital (the information necessary to properly complete this recital may also be obtained from the FDIC representative working on this transaction or the FDIC Legal Division): WHEREAS, by that certain Certificate of Termination effective _____ [insert the effective date of such Certificate], the receivership estate of the Institution was terminated and the remaining assets of such estate, including, without limitation, all of its right, title, and interest in and to the Property, were transferred to the FDIC in its corporate capacity ("FDIC-Corporate").]

NOW, THEREFORE, the Receiver [or, if applicable: FDIC-Corporate] (hereinafter, "Grantor"), whose address is 1601 Bryan Street, Dallas, Texas 75201, for and in consideration of _____ AND NO DOLLARS (\$ _____ .00), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto _____ [if a legal entity, include type and state in which formed] ("Grantee"), whose address is _____ that certain real property situated in _____ County, _____ as described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with any and all improvements thereto and all and singular the rights and appurtenances pertaining thereto, including, but not limited to, easement rights reserved and retained by Grantor pursuant to that certain Warranty Deed made May 19, 2011, and recorded in Official Records Book _____

2985, Page 2879, of the Public Records of Okaloosa County, Florida, and any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property"), subject however to any and all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, encumbrances, access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Property, including, without limitation, any and all matters or conditions reflected on Exhibit "B" attached hereto and made a part hereof for all purposes, and whether known or unknown, recorded or unrecorded, as well as standby fees, real estate taxes, and assessments on or against the Property for the current year and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property; and any and all zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by its acceptance of delivery of this Special Warranty Deed, assumes and agrees to perform any and all obligations of Grantor or the Institution under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS ACCEPTANCE OF DELIVERY OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES AND AGREES THAT (i) EXCEPT FOR THE SPECIAL (OR LIMITED) WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) ANY INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT OR HOPE TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE DESCRIPTION, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY PART THEREOF, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE HEREFUNDER OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; and (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS SPECIAL WARRANTY DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its acceptance of delivery of this Special Warranty Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, the Institution, and the FDIC in any and all of its various other capacities, and their respective employees, officers, directors, representatives, and agents from any and all

claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it or they may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Property in any manner whatsoever. This covenant releasing Grantor, the Institution, and the FDIC in any and all of its various other capacities shall be a covenant running with the Property and shall be binding upon Grantee, its successors, and assigns.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto Grantee, its heirs, personal representatives, successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT SPECIALLY AND FOREVER DEFEND all and singular the Property unto Grantee, its heirs, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject, however, to the Permitted Encumbrances.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, shall not be a covenant, representation or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

By its acceptance of delivery of this Special Warranty Deed, Grantee hereby assumes the payment of all *ad valorem* taxes, standby fees, and general and special assessments of whatever kind and character affecting the Property which are due, or which may become due, for the current tax year or assessment period and for any tax year or assessment period subsequent to the date of this Special Warranty Deed, including, without limitation, taxes or assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property or any portion thereof.

IN WITNESS WHEREOF, this Special Warranty Deed is executed on _____.

FEDERAL DEPOSIT INSURANCE CORPORATION,

[either as Receiver for _____ (insert name of Institution, including City and State - see first recital on first page of Deed), or in its corporate capacity]

By _____

Name: _____

Title: Attorney in Fact

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, by _____, Attorney in Fact of the Federal Deposit Insurance Corporation, [as Receiver for _____, **or, if applicable:** in its corporate capacity], on behalf of said entity.

Notary Public, State of _____

EXHIBIT "A" to Special Warranty Deed

[Legal Description of the Property]

[NOTE TO PREPARER: This legal description should be, except in unique circumstances, the legal description of the Property as found in the conveyancing instrument into Grantor or into the failed institution named in the first recital hereinabove.]

EXHIBIT "B" to Special Warranty Deed

[Specific Permitted Encumbrances]

[Note to preparer of Deed: List hereon any matters or conditions reflected on the Title Commitment and not objected to by Purchaser under Section 6.(b) of the Contract and any title objections waived or deemed waived by Purchaser under Section 6.(c)(ii) of the Contract.]

- 1.
- 2.
- 3.
- 4.

EXHIBIT "C"

[Form of Purchaser Eligibility Certification]

PRIVACY ACT STATEMENT

The Federal Deposit Insurance Act (12 U.S.C. §§1819, 1821, and 1823) and Executive Order 9397 authorizes the collection of this information. The FDIC will use this information in the marketing of assets, to identify qualified potential purchasers and to solicit bids for assets. Submitting this information to the FDIC is voluntary. Failure to submit all of the information requested could result in your inability to bid on or purchase assets held by the FDIC. The information provided by individuals is protected by the Privacy Act, 5 USC §552a. The information may be furnished to third parties as authorized by law and in accordance with any of the other routine uses described in the FDIC Potential Bidders List (FDIC-30-64-0019) System of Records. A complete copy of this System of Records is available at <https://www.fdic.gov/regulations/laws/rules/2000-4000.html#fdic200030--64--0019>. If you have questions or concerns about the collection or use of the information, you may contact the FDIC's Chief Privacy Officer at Privacy@fdic.gov.

ESTIMATED REPORTING BURDEN

Public reporting burden for this collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Paperwork Reduction Act, Legal Division, FDIC, 550 17th Street NW, Washington, D.C. 20429; and to the Office of Management and Budget, Paperwork Reduction Project (3064-0135), Washington, D.C. 20503.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

PURCHASER ELIGIBILITY CERTIFICATION

The purpose of the Purchaser Eligibility Certification is to identify Prospective Purchasers who are not eligible to purchase assets of failed financial institutions from the Federal Deposit Insurance Corporation under the laws, regulations and policies governing such sales. Completion of the Purchaser Eligibility Certification, **without modification**, is a prerequisite to any such purchase.

DEFINITIONS

Affiliated Business Entity. An Affiliated Business Entity of a Prospective Purchaser means its spouse, dependent child or any member of its household; or any entity that directly or indirectly is under the control of the Prospective Purchaser, controls the Prospective Purchaser or is under common control with the Prospective Purchaser.

Associated Person. An Associated Person of a Prospective Purchaser that is an individual is (1) the Prospective Purchaser's spouse or dependent child or any member of the Prospective Purchaser's household, (2) a partnership in which the Prospective Purchaser is or was a general or limited partner at the time of occurrence of any event that would prevent certification under the next section, (3) a limited liability company of which the Prospective Purchaser is or was a member at the time of occurrence of any event that would prevent certification under the next section, or (4) a corporation of which the Prospective Purchaser is or was an officer or director at the time of occurrence of any event that would prevent certification under the next section. An Associated Person of a Prospective Purchaser that is an entity is (1) any individual or entity that, acting individually or in concert with one or more individuals or entities, owns or controls 25 percent or more of the Prospective Purchaser; or (2) a managing or general partner, or managing member, of the Prospective Purchaser.

Contractor. A Contractor is any individual or entity that has submitted an offer to the FDIC to perform services or has a contractual arrangement with the FDIC to perform services.

Delinquent Obligation. A Delinquent Obligation is any debt or duty to pay money to the FDIC in excess of \$50,000 (in the aggregate for all such debts or duties) that is more than sixty (60) days delinquent, or any other failure to comply with the terms and conditions of a written agreement with the FDIC that continues for more than sixty (60) days following notice. A Delinquent Obligation does not include any debt that has been settled, nor any debt that has been sold or transferred by the FDIC, nor any debt for which the FDIC has reported forgiveness of debt through the issuance of an IRS form 1099, nor any debt discharged in bankruptcy.

Failed Institution. A Failed Institution is any bank or savings association that has been under the conservatorship or receivership of the FDIC or of the Resolution Trust Corporation. It includes any entity owned and controlled by such a bank or savings association.

FDIC. FDIC means the Federal Deposit Insurance Corporation, whether acting in its corporate capacity or as conservator or receiver of a Failed Institution.

Prospective Purchaser. A Prospective Purchaser is any individual or entity that has made or intends to make an offer to purchase assets of a Failed Institution from the FDIC. For all purposes of this Certification, an "entity" includes any entity with a legally independent existence, including, without limitation, a trustee; the beneficiary of at least a 25% share of the proceeds of a trust; a partnership; a limited liability company; a corporation; an association; or any other organization or society.

Substantial Loss. A Substantial Loss is (i) any debt or duty to pay money to the FDIC or a Failed Institution that has an outstanding balance of more than \$50,000 and that is more than ninety (90) days past due; (ii) an unpaid final judgment of more than \$50,000 regardless of whether it is forgiven in a bankruptcy proceeding; (iii) a deficiency balance following a foreclosure sale of more than \$50,000 regardless of whether it is discharged in a bankruptcy proceeding; or (iv) any loss of more than \$50,000 reported on an IRS Form 1099-C (Information Reporting for Cancellation of Debt).

ELIGIBILITY CERTIFICATION

The undersigned hereby certifies that all of the following statements are true, correct and complete when made and will be true at closing of the sale:

- A. **FDIC Employees.** The Prospective Purchaser is not an FDIC employee, the spouse of an FDIC employee, or the minor child of an FDIC employee.
- B. **Delinquent Obligors.** Neither the Prospective Purchaser nor any of its Affiliated Business Entities has a Delinquent Obligation. *Under certain circumstances, the certification required in this paragraph may be waived by the FDIC. For more information about the waiver process and criteria, contact the FDIC sales representative. Note: If the sale is for FDIC real estate owned or items such as furniture, fixtures or equipment, artwork, automobiles or other tangible items, and the Prospective Purchaser will bid less than \$250,000 (per item or per pool), then the certification set forth in this paragraph B is not required.*
- C. **FDIC Contractors.** Neither the Prospective Purchaser nor any of its Affiliated Business Entities is a Contractor that has performed services within three years preceding the date of this certification relating to any of the assets that the Prospective Purchaser might buy, unless the contract for services allows for the purchase of such assets. *Under certain circumstances, the certification required in this paragraph may be waived by the FDIC. For more information about the waiver process and criteria contact the FDIC sales representative.*
- D. **Officers or Directors of Failed Institutions.** Neither the Prospective Purchaser nor any of its Associated Persons has ever been an officer or director of a Failed Institution or of an affiliate of a Failed Institution who (1) has participated in a material way in one or more transactions that caused a Substantial Loss to any such Failed Institution; and (2) in connection with such Substantial Loss has been found by a court or administrative tribunal,

or alleged in a judicial or administrative action brought by the FDIC or any federal or state governmental entity to have (i) violated any law, regulation or order issued by a federal or state banking agency; (ii) breached a written agreement with a federal or state banking agency or with a Failed Institution; (iii) engaged in an unsafe or unsound practice in conducting the affairs of a Failed Institution; or (iv) breached a fiduciary duty owed to a Failed Institution.

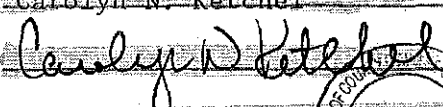
- E. **Debarment from Participation in the Affairs of a Failed Institution.** Neither the Prospective Purchaser nor any of its Associated Person(s) has been removed from, or prohibited from participating in the affairs of a Failed Institution by a final enforcement action by the FDIC or any other federal banking agency (as defined under 12 U.S.C. § 1813(z)).
- F. **Pattern or Practice of Defalcation.** Neither the Prospective Purchaser nor any of its Associated Person(s) has borrowed money or guaranteed loans in more than one transaction with the intent to cause a loss or with reckless disregard for whether such transactions would cause a loss to any financial institution insured by the FDIC, where these loans, in the aggregate, caused a Substantial Loss to one or more Failed Institutions.
- G. **Convicted of Certain Crimes.** Neither the Prospective Purchaser nor any of its Associated Person(s) (1) has been convicted of committing or conspiring to commit any offense under Section 215, 656, 657, 1005, 1006, 1007, 1008, 1014, 1032, 1341, 1343 or 1344 of Title 18 of the United States Code affecting any Failed Institution; *and* (2) has defaulted on any debt or duty to pay money (including any guaranty) owed to the FDIC or any Failed Institution to such an extent that a judgment has been rendered in favor of the FDIC or the property securing the debt has been foreclosed on.
- H. **If Seller Financing Is Used.** Neither the Prospective Purchaser nor any of its Associated Persons (1) has defaulted on any debts or duties to pay money (including any guaranty) to the FDIC or a Failed Institution that, in the aggregate, exceed \$1,000,000, to such an extent that a judgment has been rendered in favor of the FDIC or a Failed institution or the property securing the debt has been foreclosed on; *and* (2) has made any fraudulent misrepresentations in connection with any of these debts or duties. *This representation is not required, and has no effect, if the Prospective Purchaser does not finance any portion of the purchase price through financing offered by the FDIC.*
- I. **Transactions Structured to Circumvent this Certification.** Neither the identity nor form of the Prospective Purchaser, nor any aspect of the contemplated transaction, has been created or altered with the intent, in whole or in part, to allow an individual or entity who otherwise would be ineligible to purchase assets from the FDIC to benefit directly or indirectly from the proposed transaction.

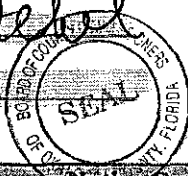
PROSPECTIVE PURCHASER INFORMATION

Name of Prospective Purchaser Okaloosa County			
<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Other (Specify below)	
Political Subdivision of the State of Florida			
Physical Street Address (For Overnight Delivery) 1250 N. Eglin Pkwy, Suite 100			
City Shalimar	State or Province FL	Country US	Postal Code 32579
Contact Person and Title Carolyn N. Ketchel, Chairman			
Telephone Number (850) 651-7105	Fax Number (850) 651-7142	E-mail Address ()	

IN WITNESS WHEREOF, the undersigned declares under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and has executed this Certification as of this 20th day of September, 2017.

PROSPECTIVE PURCHASER

Carolyn N. Ketchel [Print Name of Prospective Purchaser]
 [Signature]
Chairman [Print Name and Title of Authorized Signatory]



Notice Concerning Legal Action

Any person who knowingly or willfully makes false or fraudulent statements or disclosures in connection with this Certification will be referred to the Office of Inspector General and/or the appropriate law enforcement officials for investigation and legal enforcement and may be subject to fines and/or imprisonment (18 U.S.C. §§ 1001, 1007 and 1014).

EXHIBIT "D"

[Form of Confidentiality Agreement]

EXHIBIT "D"

CONFIDENTIALITY AGREEMENT
(PROPERTY SALES)

This CONFIDENTIALITY AGREEMENT ("Agreement") is made as of this 20th day of September, 2017, by and between Federal Deposit Insurance Corporation as Receiver for First NBC Bank, New Orleans, Louisiana ("Seller"), and Okaloosa County, a Political Subdivision of the State of Florida ("Purchaser").

WHEREAS, Seller has offered for sale certain real property together with any improvements thereon ("Property") more particularly described in Exhibit A, attached hereto and incorporated herein;

WHEREAS, Purchaser has expressed an interest in purchasing the Property;

WHEREAS, in consideration of Seller, its agents and representatives furnishing Purchaser with information regarding the Property, which information is contained in the documents identified in Exhibit B attached hereto and incorporated herein, and which information is non-public, confidential, or proprietary in nature, Purchaser agrees to make certain agreements regarding such information, as well as all notes, analyses, compilations, studies, or other documents, whether prepared by Purchaser or others, which contain or otherwise reflect such information (such information, and such documents, are collectively herein referred to as the "Evaluation Material").

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser enter into this Agreement:

Section 1. Term. This Agreement shall become effective as of the date first written above and shall terminate only upon consummation of a purchase and sale transaction relating to the Property between Seller and Purchaser, resulting in Seller no longer being the recorded title holder of the Property.

Section 2. Limitation on Use. Purchaser shall use the Evaluation Material solely for the purpose of evaluating the suitability of the Property for purchase and the preparation of a bid for such purchase, and for no other purpose.

Section 3. Limited Access. Except where Purchaser is required to disclose the Evaluation Material under applicable public disclosure statutes, Purchaser shall not disseminate or divulge the Evaluation Material to any person or entity without the prior, written consent of Seller, to be granted or withheld in Seller's sole discretion, other than as set forth below. Purchaser shall limit access to the Evaluation Material to such persons or entities who have a need to know the information contained in the Evaluation Material for the purpose of advising Purchaser on the suitability of the Property for purchase (including, without limitation, any prospective institutional lender from whom Purchaser may seek financing for the purchase) and assisting Purchaser in the preparation of a bid for such purchase. Purchaser shall keep a record of the recipients of the Evaluation Materials. Purchaser shall be responsible for any breach of the Agreement by its partners, directors, officers, employees, agents, representatives, affiliates, successors, or assigns. **Without the prior written consent of Seller, which consent may be withheld in its sole discretion, Purchaser shall not directly or indirectly, contact, seek, or attempt to seek any information from any person other than Seller regarding the Evaluation Material.**

Section 4. Confidentiality. Purchaser agrees that Purchaser shall ensure that all persons or entities to whom it discloses the Evaluation Material shall keep the Evaluation Material confidential. This Agreement shall be inoperative as to particular portions of the Evaluation Material if such information (i) becomes generally available for the public other than as a result of a disclosure by Purchaser, its partners, directors, officers, employees, agents, representatives, affiliates, successors or assigns; (ii) was available to Purchaser on a non-confidential basis prior to its disclosure to Purchaser by Seller; (iii) becomes available to Purchaser on a non-confidential basis from a source other than Seller which source, insofar as is known to Purchaser after reasonable inquiry, is not prohibited from making the disclosure to Purchaser; or (iv) is independently developed by Purchaser without use of the Evaluation Material.

Section 5. Return of Documents. Unless otherwise directed by Seller, Purchaser shall return and ensure that all persons or entities to whom it has disclosed the Evaluation Material shall return all copies of the Evaluation Material (whether prepared by Purchaser or others) to Seller, upon the earliest of: (1) the fifth (5th) business day after receipt by Purchaser of notice from Seller that Seller has not accepted Purchaser's bid to purchase the Property; or (2) the sixtieth (60th) day following the submission by Purchaser of its bid, whether or not Purchaser has received any notice from Seller regarding such bid. Purchaser will inform Seller immediately of any improper disclosure of any of the Evaluation Material, and of any breach of any provision of this Agreement, which may come to Purchaser's attention. The return of all Evaluation Material to Seller, as required by this Section 5, shall not relieve Purchaser of its obligations created by this Agreement regarding confidentiality and use of the Evaluation Material.

Section 6. Other Disclosure. To the extent that Purchaser is required to disclose the Evaluation Material pursuant to the requirements of any legal proceeding, Purchaser shall notify Seller within one (1) business day of its knowledge of such legally required disclosure so that Seller may seek an appropriate protective order and/or waive the Purchaser's compliance with this Agreement. Notice shall be both by telephone and in writing. In the absence of a protective order or waiver, Purchaser may disclose that portion of the Evaluation Material which is required to be disclosed pursuant to such legal proceeding if, in the written opinion of its counsel, failure to disclose such Evaluation Material in any tribunal would subject Purchaser to liability for contempt, censure or other legal penalty or liability.

Section 7. Liability. If Seller determines that Purchaser has breached any provision of this Agreement, Seller may in its sole discretion, exercise any of all legal or equitable rights or remedies to which Seller is entitled on account of Purchaser's breach. Seller shall not be deemed to have waived any of its rights or remedies on account of its failure, delay or forbearance in exercising any such right or remedy in a particular instance.

Section 8. Indemnification. Purchaser shall defend, indemnify and hold harmless Seller from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs, and expenses (including attorneys' fees) asserted against or incurred by Seller as a result of any violation of, or failure to comply with, the provisions of this Agreement by Purchaser or any person or entity to whom it has disclosed the Evaluation Material.

Section 9. Release of Seller. Purchaser acknowledges and understands that some or all of the Evaluation Material may have been prepared by parties other than Seller, and further acknowledges and understands that Seller expressly disclaims all representations and warranties either express or implied, including, but not limited to any implied warranty of merchantability or fitness for a particular purpose, and any warranty with respect to the content, completeness or accuracy of the Evaluation Material. Purchaser is responsible for assuring itself as to the content, completeness, or accuracy of the Evaluation Material, and any reliance on the Evaluation Material shall be solely at Purchaser's risk. Purchaser hereby releases Seller from all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees) asserted against or incurred by Purchaser by reason of Purchaser's reliance on or knowledge of the Evaluation Material or by any other reason.

Section 10. Effect of Invalid Provision. The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provision hereof and such invalid or unenforceable provision shall be construed or deemed amended by the parties only to the extent necessary to make it valid and enforceable.

Section 11. Miscellaneous. This Agreement represents the entire agreement between the Purchaser and Seller relating to the receipt, use, and disclosure of the Evaluation Material, and may be amended only by written agreement of the parties hereto. This Agreement shall apply to and be binding upon Purchaser and its partners, directors, officers, employees, agents, representatives, affiliates, successors and assigns. The representative(s) signing this Agreement on behalf of the Purchaser represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to bind legally Purchaser. The construction, interpretation, and performance of this Agreement shall be governed by the laws of the United States of America, and to the extent that state law would apply under applicable federal law, the laws of the state where the Property is located, without regard to conflicts of law principles thereof. Notices under this Agreement shall be addressed to the parties at the following addresses:

If to Seller, to:

FDIC as Receiver for
First NBC Bank
1601 Bryan Street
Dallas, TX 75201

If to Purchaser, to:

Okaloosa County
1250 N. Eglin Pkwy., Suite 100
Shalimar, FL 32579

IN WITNESS WHEREOF, Seller and the Purchaser have executed this Agreement effective as of the day and year first above written.

Seller:

By: 
Signature

Print Name

BRYAN KENT HILL
ATTORNEY IN FACT
Title

Purchaser:

By: 
Signature

Carolyn N. Ketchel

Print Name

Chairman
Title

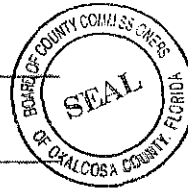


EXHIBIT A – Property Description

EXHIBIT "A"

Lots 1, 2, 3, 4, and 5, Block 67, Town of Crestview, according to the map or plat thereof, as recorded in Plat Book 1, Page 72, of the Public Records of Okaloosa County, Florida.

x *Cul*
Buyer Initials

FDIC

1: BKH

2: AFitchue

Date: 08/29/17

EXHIBIT B – Evaluation Material

EXHIBIT "E"

[Inventory of personalty to be conveyed]

EXHIBIT "E"
[Inventory of personalty to be conveyed]

Any and all personal property located within the subject property.

Seller has not made, does not make and specifically negates and disclaims, any representations, warranties, promises, covenants, agreements, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the personalty or the accuracy or completeness of the list attached to the contract as Exhibit "E". Missing or incorrect items are not reason for offset.

X: 
Buyer Initials

ATTACHMENT NO. 1

FLORIDA STATE-SPECIFIC ADDENDUM TO REAL ESTATE PURCHASE AND SALE CONTRACT

This Addendum is made a part of that certain Real Estate Purchase and Sale Contract dated October 02, 2017 (the "Contract"), between Federal Deposit Insurance Corporation in the [insert FDIC or name of Subsidiary Entity] as Receiver for First NBC Bank, New Orleans, LA, [insert one of the following: 1) as receiver for (Institution Name), (City and ST); 2) in its corporate capacity; or 3) Form of Entity and State of formation of the Subsidiary (e.g. a Delaware Corporation)] ("Seller"), AND Okaloosa County [check one] ☐ and individual ☒ a Political Subdivision of the State of Florida [insert purchaser entity, type and state in which it is formed] ("Purchaser"), covering the Property located at 385 N. Spring Street, Crestview, FL 32536 [insert street address if applicable] and more fully described in Exhibit "A" of the Contract. Except as specifically set forth herein, terms defined in the Contract shall have the same meanings herein. IF ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

ARTICLE I. MARKETING INFORMATION; PROPERTY SOLD "AS IS;" WAIVER & RELEASE.

1.1 Marketing Information. While Seller has no reason to believe that any information provided regarding the sale of the Property contains any material inaccuracies, neither Seller or any of its agents, contractors, subcontractors, or representatives make any representations or warranties, express or implied, at law or in equity, as to the validity, accuracy or completeness of the information therein provided or in any advertisements, press releases or promotional materials with respect to the sale of the Property. Purchaser hereby acknowledges and agrees that neither Seller or its agents, contractors, subcontractors, or representatives have made any representation or warranty concerning the accuracy or completeness of any and all such information or the qualifications or competence of the persons providing same.

1.2 Property Sold "As Is." Purchaser hereby acknowledges that (i) in many instances Seller acquired the Property through the receivership of a failed financial institution (and where Seller is a wholly or partially owned FDIC subsidiary, the FDIC acquired its interest in that subsidiary through the receivership of a failed financial institution) and, accordingly, Seller (or, as the case may be, the FDIC) has little or no familiarity with the Property, and (ii) Purchaser is purchasing and Seller is selling the Property in an "AS IS" condition without representations or warranties of any kind or nature. Purchaser hereby further acknowledges for itself and its successors, heirs and assigns that Purchaser has been given a reasonable opportunity to inspect and investigate the Property and all improvements thereon either independently or through agents of Purchaser's choosing, and that in purchasing the Property, Purchaser is not relying on Seller or its agents as to the condition of the Property and/or any improvements thereon, including, but not limited to, the roof, foundation, soils, electrical, plumbing, heating, basement, mechanical systems, water or septic systems, geology, lot size, the existence of termites or other wood destroying insects, the presence of radon or any hazardous substances, or mold, or whether or not the Property is located in a flood zone, or whether the Property conforms to local ordinances or regulations, including zoning or the suitability of the Property for its particular use, or whether or not the Property is in compliance with any city, county, state and/or federal statutes, codes or ordinances. Purchaser is not relying on Seller or its agents as to the condition of the Property and/or any improvements thereon, including, but not limited to, each and all of the foregoing. The Property is accepted without representation or warranty of any kind or nature and in an "AS IS" condition based solely on Purchaser's own inspection thereof.

1.3 Waiver and Release. Purchaser, for him/herself and his/her successors, heirs and assigns, tenants, licensees, and on behalf of any and all of Purchaser's minor children, agrees to, and does hereby, fully and forever waive (to the extent not specifically prohibited by Florida law), release, discharge and hold harmless Seller, Seller's agents, representatives, employees, contractors, and subcontractors, from any and all claims, causes of action, injuries, illnesses, damages, losses, costs or expenses of any kind, whether based upon contract, tort or statutory liability, sustained or arising directly or indirectly from, or in connection with any known or unknown condition of the Property.

ARTICLE 2. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED HAZARDS. 42 U.S.C. § 4852d; 40 C.F.R. § 745.107.

NOTE TO PREPARER AND PURCHASER: Complete this Article, and this Article has application to the transaction contemplated by the Contract, only if the Property contains a residential dwelling that was built prior to 1978.

2.1 Lead Warning Statement:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the purchaser with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

2.2 Seller's Disclosure. Seller discloses the following with regard to the residential dwelling(s) located on the Property (check applicable boxes and initial):

(a) Presence of known lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present (explain).

Purchaser's Initials: _____

- (ii) ☐ Seller has no knowledge of the presence of any lead-based paint and/or lead-based paint hazards.

Purchaser's Initials: _____

(b) Lead-based paint hazard evaluation reports or assessments in Seller's possession (check (i) or (ii) below):

- (i) ☐ Seller has provided Purchaser with any and all lead-based paint hazard evaluation reports or assessments in Seller's possession pertaining to the presence of lead-based paint and/or lead-based paint hazards (list any such documents).

Purchaser's Initials: _____

- (ii) ☐ Seller has no lead-based paint hazard evaluation reports or assessments in its possession pertaining to the presence of lead-based paint and/or lead-based paint hazards.

Purchaser's Initials: _____

2.3 Purchaser's Acknowledgment. Purchaser hereby acknowledges the following (initial):

- (a) Purchaser has read the Lead Warning Statement set forth above and understands its contents.

Purchaser's Initials: _____

- (b) Purchaser has received the lead hazard information pamphlet "Protect Your Family from Lead in Your Home."

Purchaser's Initials: _____

(c) Purchaser will have three (3) days from the date of execution of the Contract and this Addendum to conduct a risk assessment or inspection of the residential dwelling(s) located on the Property for the presence of lead-based paint hazards. If within that 3-day period Purchaser provides Seller or the Title Company with a copy of a lead-based paint hazard evaluation report or assessment indicating the presence of lead-based paint and/or lead-based paint hazards within the residential dwelling(s) located on the Property, then Purchaser may, at its option, either (i) terminate the Contract by written notice thereof to Seller or the Title Company within said three (3) day period and receive the immediate return of the Earnest Money, and thereafter neither party to the Contract will have any further rights or obligations thereunder; or (ii) proceed to close the transaction contemplated by the Contract in accordance with its terms, including, without limitation, the remaining terms of this Addendum, and there shall be no reduction in the Purchase Price.

Purchaser's Initials: _____

ARTICLE 3. RADON TESTING, MITIGATION. Radon is a radioactive gas which results from the natural breakdown of uranium in soil, rock and water. It has been found in homes all over the United States and is a carcinogen. Seller has no knowledge as to whether or not the Property has heretofore been tested for radon or whether or not a radon inspection/test has been conducted on the Property. Purchaser hereby acknowledges and agrees that he or she has had sufficient time and opportunity prior to closing (and thus prior to the signing of the Contract) to inspect and investigate the Property and that Purchaser is satisfied with the level of any radon that may be present on the Property or will take appropriate measures to remediate any radon present on the Property post-Closing. Purchaser hereby agrees that Seller has no obligation under the Contract or otherwise to remediate or to pay for the remediation of any radon that may be present on the Property.

ARTICLE 4. FLOOD HAZARD AREAS. Purchaser hereby acknowledges and agrees that (i) he or she has had sufficient time and opportunity to inspect the Property, including, without limitation, any flood hazard or flood plain maps of the area in which the Property is located, (ii) it shall be Purchaser's responsibility to determine whether or not the Property lies in any flood plain or flood hazard areas, and (iii) Purchaser shall obtain (a) for its own review, any information or notices concerning flood hazards or flood plains required by state or local law to be disclosed by a seller to a purchaser of real property, including, without limitation, any such information or notices that may be required prior to transfer or occupancy of the Property, and (b) the same on behalf of and in lieu of Seller in any case where Seller would otherwise have been required to obtain such information or notices. Flood insurance on structures may be required as a condition of financing. In addition, there may be restrictions on rebuilding in the event of casualty or substantial modification to the structure. Buyer is advised to verify all such restrictions with the appropriate government agencies.

For sale of improved real estate located in unincorporated Metropolitan Miami-Dade County the Purchaser is advised of the following:

For homes or structures located in a coastal high hazard area or a special flood hazard area: If the home or structure is below the applicable flood elevation level and is substantially damaged or substantially improved, as defined in Chapter 11C of the Metropolitan Miami-Dade County Code, it may, among other things, be required to be raised to the applicable flood elevation level.

ARTICLE 5. PRIVATE WELL AND/OR PRIVATE SEWAGE SYSTEM. If the Property is on a private well and/or private septic system or private alternative septic sewage disposal system, Purchaser represents that he or she has caused or will cause prior to Closing the same to be inspected and has obtained or will obtain prior to Closing any required certificates or reports (including, without limitation, any certificate of completion) indicating that the well water is potable and that the septic system is not malfunctioning, is functioning satisfactorily, or is in operating condition. Furthermore, Seller and Purchaser hereby agree that it shall be the responsibility of Purchaser to obtain, prior to Closing, approval from all governmental agencies and authorities in the event a well, septic tank, and/or alternative septic sewage disposal system is needed to be placed on the Property. Because Purchaser is purchasing the Property in its "AS IS" condition, Purchaser hereby acknowledges and agrees that he or she will consequently take appropriate remedial action following Closing to rectify any deficiency in any private well and/or private septic system or private alternative septic sewage disposal system located on the Property.

ARTICLE 6. SMOKE AND CARBON MONOXIDE DETECTORS. Purchaser hereby acknowledges and agrees that (i) he or she has had sufficient time and opportunity to inspect the Property, including, without limitation, any improvements thereto and any smoke detectors and carbon monoxide detectors therein, (ii) it shall be Purchaser's responsibility to ensure that the Property complies with all laws and regulations concerning the installation and operation of smoke detectors and carbon monoxide detectors, and (iii) Purchaser shall obtain (a) any required certificates or approvals concerning smoke or carbon monoxide detectors required by state or local law, including, without limitation, those that may be required prior to transfer or occupancy of the Property, and (b) the same on behalf of and in lieu of Seller in any case where Seller would otherwise have been required to obtain such certificates and approvals.

ARTICLE 7. PROHIBITED PERSONS BY THE OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

7.1 OFAC administers and enforces economic sanctions against countries and groups of individuals, such as terrorists and narcotics traffickers. The sanctions can be either comprehensive or selective, using the blocking of assets and trade restrictions to accomplish foreign policy and national security goals. OFAC has designated certain prohibited transactions that U.S. Persons/Entities may not engage in unless authorized by OFAC or expressly exempted by Statute. In order for Seller to comply with OFAC Regulations, including but not limited to Executive Order 13224 issued on September 24, 2001, Purchaser will be required to provide seller with Purchaser's social security number or federal tax identification number. Seller will use the information provided to determine whether Purchaser is listed on the Specially Designated Nationals and/or Blocked Persons list compiled by OFAC (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>).

7.2 Purchaser agrees and acknowledges that if Seller, in its sole discretion, determines that Purchaser is listed on the Specially Designated Nationals and/or Blocked Persons list compiled by OFAC, Seller may terminate the Contract, return Purchaser's Earnest Money, and the Contract shall have no further force and effect and, except for those Sections which expressly survive Contract termination, all of Seller's and Purchaser's rights and obligations under the Contract will be forever extinguished.

Purchaser's Initials: CW

ARTICLE 8. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA). Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the transferee [Purchaser] that withholding of tax is not required upon the disposition of a U.S. real property interest by the transferor [Seller], the undersigned hereby certifies, under penalty of perjury, the following on behalf of the transferor:

- (a) The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and treasury regulations promulgated pursuant thereto);
- (b) The Transferor's U.S. employer identification number is 20-4267219; and
- (c) The Transferor's office address is 1601 Bryan Street, Dallas, Texas 75201.

Seller's Initials: JS/K

ARTICLE 9. LOCAL PROVISIONS. Purchaser is responsible, at its sole cost and expense, for complying with any and all county and municipal requirements and the requirements of any political subdivision, agency, department, commission, board, bureau or instrumentality of any county or municipality in connection with the conveyance of the Property from Seller to Purchaser, including without limitation obtaining any property inspections, meter readings, transfer stamps, and governmental approvals, and submitting any documents applicable to the Property. Seller shall reasonably cooperate with Purchaser in connection with satisfying these requirements, including by making the Property available for inspection, but Seller shall not be required to incur any out-of-pocket expense in connection therewith.

ARTICLE 10. COASTAL PROPERTY DISCLOSURE STATEMENT. Pursuant to F.S.A. § 161.57, if the Property is located partially or totally seaward of a coastal construction control line as described in F.S.A. § 161.053, Purchaser is advised of the following:

The Property may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property.

Further, and pursuant to F.S.A. § 161.57(3), if the Property is located partially or totally seaward of a coastal construction control line as described in F.S.A. § 161.053, PURCHASER HEREBY WAIVES ANY RIGHT TO RECEIVE AN AFFIDAVIT OR SURVEY FROM SELLER DELINEATING THE LOCATION OF ANY COASTAL CONSTRUCTION CONTROL LINE ON THE PROPERTY.

In addition to the foregoing, the Property may be located in a "coastal building zone" as defined in F.S.A. § 161.54(1) and, accordingly, may be subject to the Coastal Zone Protection Act of 1985 (F.S.A. §§ 161.52-161.58).

ARTICLE 11. PROPERTY TAX DISCLOSURE SUMMARY.

NOTE: This section only applies to the sale of "residential property."

Pursuant to F.S.A. § 689.261, Seller hereby provides Purchaser with the following property tax disclosure summary:

PROPERTY TAX DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

ARTICLE 12. DISCLOSURE REGARDING HOMEOWNER'S ASSOCIATION, F.S.A. § 720.401.

NOTE TO PURCHASER: This section has application to the transaction contemplated by the Contract, only if the Property is located in a community that is subject to a homeowner's association ("HOA"). You should make that determination prior to Closing.

Section 12.1 Disclosure Summary. Consistent with Section 1.2 hereinabove, Seller has made no determination as to whether or not the Property is located in a community that is subject to a HOA. If the Property is located in such a community, F.S.A. § 720.401(1)(a) requires that any contract or agreement for sale shall refer to and incorporate a statutory form of disclosure summary and shall include, in prominent language, a statement that THE POTENTIAL PURCHASER SHOULD NOT EXECUTE THE CONTRACT OR AGREEMENT UNTIL THEY HAVE RECEIVED AND READ THE DISCLOSURE SUMMARY REQUIRED BY THIS STATUTE. The below disclosure summary differs from that required by the statute in that Seller does not know and is not providing the current amounts of any assessments on the Property that would arise out of the location of the Property in a community that is subject to a HOA.

DISCLOSURE SUMMARY

1. AS A PURCHASER OF THE PROPERTY, YOU WILL BE OBLIGATED TO BE A MEMBER OF THE HOA;
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF THE PROPERTY;

3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE HOA, WHICH ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE AND, IF APPLICABLE, THE CURRENT AMOUNT IS UNKNOWN BY SELLER;

4. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE HOA, WHICH SPECIAL ASSESSMENTS MAY ALSO BE SUBJECT TO CHANGE AND, IF APPLICABLE, THE CURRENT AMOUNT IS UNKNOWN BY SELLER;

5. YOU MAY ALSO BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR ANY SPECIAL DISTRICT IN WHICH THE COMMUNITY IS LOCATED, WHICH ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE;

6. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOA COULD RESULT IN A LIEN ON YOUR PROPERTY;

7. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOA AND, IF APPLICABLE, THE CURRENT AMOUNT IS UNKNOWN BY SELLER;

8. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE HOA MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS;

9. THE STATEMENTS CONTAINED IN THIS DISCLOSURE ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE HOA GOVERNING DOCUMENTS BEFORE PURCHASING THE PROPERTY; and

10. THE GOVERNING DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE HOA.

Section 12.2 Failure to Provide Disclosure Summary. Under F.S.A. § 720.401(1)(b), each contract entered into for the sale of property governed by covenants subject to the disclosure requirements of this statute must contain in conspicuous type a clause that states:

IF THE DISCLOSURE SUMMARY REQUIRED BY F.S.A. § 720.401 HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THE CONTRACT FOR SALE, THE CONTRACT IS VOIDABLE BY PURCHASER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF PURCHASER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. PURCHASER'S RIGHT TO VOID THE CONTRACT SHALL TERMINATE AT CLOSING.

Section 12.3 Purchaser's Acknowledgment. Purchaser hereby acknowledges having read and understood Sections 12.1 and 12.2 hereinabove.

✓ Purchaser's Initials: cu

ARTICLE 13. NON-DEVELOPER RESIDENTIAL CONDOMINIUM UNIT OWNER DISCLOSURE PRIOR TO SALE. F.S.A. § 718.503(2); VOTE TO FOREGO RETROFITTING OF COMMON ELEMENTS OR UNITS OF RESIDENTIAL CONDOMINIUM. F.S.A. §§ 718.1085 and 718.112(2)(l).

NOTE TO PURCHASER: This section has application to the transaction contemplated by the Contract, only if the Property is comprised of one or more residential condominium units.

Section 13.1 Non-developer Disclosure. Under F.S.A. § 718.503(2)(a), Purchaser is entitled, at Seller's expense, to (i) a current copy of the declaration of condominium, which can be obtained from the Title Company or the recorder's office in the county where the Property is located, (ii) the articles of incorporation, bylaws, and rules of the association, which can be obtained from the condominium association, (iii) the financial information required by F.S.A. § 718.111, also obtainable from the condominium association, (iv) the document entitled "Frequently Asked Questions and Answers" required by F.S.A. § 718.504, which document shall be in accordance with a format approved by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation (the "Division"), and available from the Division, and (v) a copy of a governance form prepared by the Division and summarizing the governance of condominium associations, also available from the Division.

Section 13.2 Contract Voidable. Pursuant to F.S.A. § 718.503(2)(c)2, the following clause is hereby made a part of the Contract:

THIS CONTRACT IS VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF PURCHASER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS CONTRACT BY PURCHASER AND RECEIPT BY PURCHASER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED BY PURCHASER IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. PURCHASER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER PURCHASER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED BY PURCHASER IN WRITING. PURCHASER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

Section 13.3 Vote to Forego Retrofitting. Consistent with Section 1.2 hereinabove, Seller has no knowledge whether or not notice has been provided to each unit owner that the membership of the condominium association has voted to forego the retrofitting of (i) the common elements or units of a residential condominium to comply with requirements relating to handrails and guardrails, as set forth in F.S.A. § 718.1085, or (ii) the common elements, association property, or units of a residential condominium with a fire sprinkler system in a building that has been certified for occupancy by the applicable governmental entity, as set forth in F.S.A. § 718.112(2)(f), styled "Certificate of compliance." Prior to Closing, Purchaser should make inquiry with the association and if such a notice has been so provided, Purchaser should obtain a copy thereof from the association.

ARTICLE 14. CHINESE/DEFECTIVE DRYWALL. During the time Florida was experiencing building material shortages, some homes were built or renovated with defective drywall imported from or manufactured in China. Defective drywall reportedly emits levels of sulfur, methane and/or other volatile organic compounds that cause corrosion of air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as creates noxious odors which may also pose health risks. Purchaser hereby acknowledges and agrees that he or she has had sufficient time and opportunity prior to closing to inspect and investigate the Property and that Purchaser is satisfied with the condition of the drywall or will take appropriate measures to remediate any defective drywall on the Property post-Closing. Purchaser hereby agrees that Seller has no obligation under the Contract or otherwise to remediate or to pay for the remediation of any defective drywall that may be present on the Property.

ARTICLE 15. METROPOLITAN MIAMI-DADE COUNTY OF ROCK MINING OPERATIONS WHERE BLASTING IS PERMITTED. The Director of the Miami-Dade County Public Works Department and the Director of the Miami-Dade County Department of Planning and Zoning shall maintain detailed maps of all permitted rock mining operations where blasting is permitted within Miami-Dade County. Purchaser hereby acknowledges and agrees that he or she has had sufficient time and opportunity prior to closing to investigate whether the Property is located in proximity to rock mining operations where blasting is permitted and that Purchaser is satisfied with the

his or her investigation. Purchaser hereby agrees that Seller has no obligation under the Contract or otherwise to remediate or to pay for the remediation of any defects or damages to the home or structure as a result of rock mining operations where blasting is permitted.

PURCHASER:

[If an individual, sign on this first line,
print name on second; if husband and
wife, have second spouse do likewise on
next two lines]

Okaloosa County

a Political Subdivision of the State of Florida

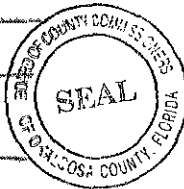
By: Carolyn N. Ketchel

[entity's representative signs here]

Print Name: Carolyn N. Ketchel

Title: Chairman

Date: 20 Sept 2017



[If legal entity, print its name just as
set forth in the Contract, including type
of entity and state in which it was formed]

SELLER:

Federal Deposit Insurance Corporation

as Receiver for First NBC Bank, New Orleans, LA

[print name of Seller just as set forth in
the Contract, including, if applicable, type of
entity and state in which it was formed]

By: Bryan Kent Hill

[entity's representative signs here]

Print Name: BRYAN KENT HILL

Title: ATTORNEY IN FACT

Date: October 02, 2017

Attachment 2

Property Address: 385 N. Spring Street, Crestview, FL 32536
ORE Number: 10526000030

Mr. Dan Feldman
Colliers International
16830 Ventura Blvd., Suite J
Encino, CA 91436

Federal Deposit Insurance Corporation
1601 Bryan Street
Dallas, TX 75201

Re: Waiver of Environmental Report as condition of closing for purchase of FDIC
Asset #10526000030, 385 N. Spring Street, Crestview, FL 32536

To Whom It May Concern:

The purpose of this letter is to inform you that Okaloosa County, a Political Subdivision of the State of Florida, hereby waives the right to receipt, review, and acceptance of the Phase I Environmental Report for the above referenced asset as a condition of closing that certain Real Estate Purchase and Sale Agreement executed on Sept. 20, 2017 by Okaloosa County, a Political Subdivision of the State of Florida.

Notwithstanding this waiver, Okaloosa County, a Political Subdivision of the State of Florida does request that the report be forwarded to them after receipt and review by the FDIC.

Should you require any additional information or clarification please contact the undersigned.

Sincerely,

Signature

Carolyn N. Ketchel

Printed Name Carolyn N. Ketchel

Title Chairman

Date

20 Sept 17





Federal Deposit Insurance Corporation
1776 F. Street NW, Washington, D.C. 20429-9990

Division of Resolutions and Receiverships

Asset Purchaser Disclosure Survey

The FDIC welcomes and strongly encourages participation of all interested asset purchasers, especially Minority and Women Owned (MWO) purchasers, in FDIC's asset sales programs. You have the opportunity to disclose information so that the FDIC may examine the full level of asset purchaser interest in its asset sales opportunities, including MWO participation, and identify additional asset purchaser outreach activities to support further diversity of participation. Therefore, FDIC would appreciate your assistance in providing the information below. Please understand that the disclosure of this information is completely voluntary and for FDIC informational purposes only.

To Be Completed by FDIC Contractor:

Date of Asset Sale: TBD
Asset Type Sold: Bank Premises
Asset Number: 10526000030
FDIC Contractor: Colliers International
Location of Asset Sold: Crestview, FL
(City/State)

X CU
Buyer Initials

To be completed by Prospective Asset Purchaser (voluntary):

Are you a minority or is your entity minority-owned?*	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
Race/ Ethnicity	<i>If yes, please select the appropriate group(s):</i>	
	American Indian or Alaska Native	<input type="checkbox"/>
	Asian	<input type="checkbox"/>
	Black or African American	<input type="checkbox"/>
	Native Hawaiian or Other Pacific Islander	<input type="checkbox"/>
	Hispanic or Latino	<input type="checkbox"/>
Are you a woman or is your entity women-owned?*	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>

* If the Asset Purchaser is a business entity (i.e. not an individual), to be considered "minority and/or women owned" the entity would be more than 50% owned and controlled, through day-to-day management by persons of one or more of the following groups: American Indian or Alaska Native, Asian, Black or African American, Native Hawaiian or Other Pacific Islander, Hispanic or Latino, and/or Women.

PRIVACY ACT STATEMENT

The FDIC is authorized to request this information from you by 12 U.S.C. 1819 and 1821. Furnishing the requested information is voluntary. The purpose for collecting the information is to support diversity of participation in FDIC asset sales. The information provided by individuals is protected by the Privacy Act, 5 USC 552(a). The information may be furnished to third parties as authorized by law or used according to any of the routine uses described in the FDIC Insured Financial Institution Liquidation Records (30-64-0013) System of Records. This System of Records is available for review at www.fdic.gov/regulations/laws/rules/2000-4050.html#200030--64--0013. If you have questions or concerns about the collection or use of the information, you may contact the FDIC's Chief Privacy Officer at Privacy@fdic.gov.

State of Florida
Asset No. 10526000030
Property: 385 N. Spring Street, Crestview, FL 32536

ACKNOWLEDGEMENT FOR REAL ESTATE PURCHASE AND SALE CONTRACT ("CONTRACT") BETWEEN THE
FEDERAL DEPOSIT INSURANCE CORPORATION (THE "FDIC") AS RECEIVER FOR FIRST NBC BANK, NEW
ORLEANS, LA ("SELLER") AND OKALOOSA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
("PURCHASER")

1. Purchaser acknowledges that concurrently with their execution of the contract, and submission of the contract package, they have delivered the Earnest Money to the Settlement Agent.
2. Purchaser acknowledges that the Earnest Money will be released to Seller within 48 hours of the execution of the contract by Seller. The Earnest Money will be applied to the Purchase Price at closing.

All other terms and conditions contained in the Contract, any Addenda, exhibits and ancillary documents executed in connection with the Property, shall remain the same.

PURCHASER:

OKALOOSA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: _____

Print Name: Carolyn N. Ketchel, Chairman

Date: 20 Sept 2017

