1. Call to Order
2. Pledge of Allegiance
3. Approve Agenda
4. Approval of the March 5, 2020 Regular Meeting Minutes
5. Public Comments
6. Acceptance of the February 29, 2020 Financials
7. Business:
   A. Resolution 2020-02 Sale of Property -2 Racetrack Rd NE
   B. Approval of Sole Source Purchase - Cardiac Monitor LifePak 15
   C. Permission to Bid Bay Replacement @ Station 3
   D. Foster & Foster Agreement Approval- OPEB Evaluation GASB 75
8. Discussion
   A. NWFSC/UWF Fire Station Partnership Update
   B. Traffic light Update
9. Adjournment
Call to Order
The regular meeting of the Ocean City-Wright Board of Fire Commissioners was called to order by Vice-Chairman Brown at 5:30 P.M. (Chairman Tras delayed in traffic) in the training room of the Ocean City-Wright Fire Department.

Pledge of Allegiance

Roll Call
PRESENT: Aaron Brown, Donna Lambert, John Johnston, Edward Tras, John “Bosco” Bostick; Fire Chief, Mark Bundrick; Deputy Chief, Jeff Wagner; Attorney Jeff McInnis; Finance Administrator, Jennifer Benedict

Approval of Agenda
MOTION: Commissioner Johnston made the motion to approve the agenda as amended, added item C to #7.
SECOND: Commissioner Lambert
DISCUSSION: None
VOTE: Unanimously Approved

Approval of the February 6, 2020 Regular Meeting Minutes
MOTION: Commissioner Lambert made the motion to approve the minutes.
SECOND: Secretary-Treasurer Bostick
DISCUSSION: None
VOTE: Unanimously Approved

Public Comments
None.

Acceptance of January 31, 2020 Financials
MOTION: Commissioner Lambert made the motion to accept the January 31, 2020 Financials.
SECOND: Secretary-Treasurer Bostick
DISCUSSION: None
VOTE: Unanimous

Business

A. Ratify Amendment to Station 1 RE Contract
This second amendment to commercial contract is made effective the 18th day of February 2020, by and between Ocean City-Wright Fire Control District and Doug Wilson. The Due Diligence Period was extended for an additional 15 days and the Closing Date was amended to on or before March 20, 2020.
MOTION: Commissioner Lambert made the motion to ratify Amendment to Station 1 RE contract.
SECOND: Commissioner Johnston
DISCUSSION: None
VOTE: Unanimously Approved

Request made by the buyer to extend the contract again. Discussion determined to make a motion to approve or deny the extension an additional 15 days with no additional extension periods.

MOTION: Secretary-Treasurer Bostick made the motion to approve the contract extension.
SECOND: Vice-Chairman Brown
DISCUSSION: Discussion regarding benefits and disadvantages of allowing extension.
VOTE: 3 yeas, 2 nays

B. Approve Opening CD-Hancock Whitney Bank @1.80% for 13 Months.
MOTION: Commissioner Johnston made the motion to approve opening the Certificate of Deposit iao $500,000.
SECOND: Commissioner Lambert
DISCUSSION: None
VOTE: Unanimously Approved

C. Allen, Norton & Blue Fee Increase
MOTION: Commissioner Johnston made the motion to approve the fee increase.
SECOND: Secretary-Treasurer Bostick
DISCUSSION: None
VOTE: Unanimously Approved

DISCUSSION

NWFSC/UWF Fire Station Partnership Update
Chief Bundrick provided update.

Traffic Light Update
Commissioner Johnston provided update.

ADJOURNMENT
Being no further business, the Ocean City-Wright Fire Control District Board of Fire Commissioners adjourned their regular meeting at 5:57 p.m.

_____________________________________   _________________________________
Edward Tras       John Bostick
Chairman       Secretary-Treasurer
# Ocean City-Wright Fire Control District
## Income Statement
### For the Five Months Ending February 29, 2020

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Month</th>
<th>Adopted Budget</th>
<th>YTD Activity</th>
<th>Remaining Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 County Taxes - OCW</td>
<td>804,676.38</td>
<td>6,699,863.00</td>
<td>6,202,253.77</td>
<td>497,609.23</td>
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<tr>
<td>2 Interest Earned</td>
<td>7,125.17</td>
<td>40,000.00</td>
<td>24,767.08</td>
<td>15,232.92</td>
</tr>
<tr>
<td>3 Miscellaneous Income</td>
<td>0.40</td>
<td>5,000.00</td>
<td>3,630.67</td>
<td>1,369.33</td>
</tr>
<tr>
<td>4 Federal Grant Revenue</td>
<td>0.00</td>
<td>662,582.00</td>
<td>337,025.07</td>
<td>325,556.93</td>
</tr>
<tr>
<td>5 State Incentive</td>
<td>1,590.00</td>
<td>0.00</td>
<td>1,590.00</td>
<td>(1,590.00)</td>
</tr>
<tr>
<td>6 Contracts Revenue</td>
<td>16,000.00</td>
<td>1,015,323.00</td>
<td>263,373.72</td>
<td>751,949.28</td>
</tr>
<tr>
<td>7 Inspection Fees</td>
<td>(25.00)</td>
<td>1,000.00</td>
<td>275.00</td>
<td>725.00</td>
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<tr>
<td>8 Plan Review Fees</td>
<td>3,249.54</td>
<td>9,000.00</td>
<td>12,503.66</td>
<td>(3,503.66)</td>
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<tr>
<td>9 Impact Fee Revenue</td>
<td>7,478.72</td>
<td>0.00</td>
<td>31,589.00</td>
<td>(31,589.00)</td>
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<tr>
<td>10 State Retirement Contribution</td>
<td>0.00</td>
<td>275,000.00</td>
<td>0.00</td>
<td>275,000.00</td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 Total Revenues</td>
<td>840,095.21</td>
<td>8,707,768.00</td>
<td>6,877,007.97</td>
<td>1,830,760.03</td>
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<td><strong>Expenses</strong></td>
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<td>13 Wages</td>
<td>243,067.08</td>
<td>3,778,578.00</td>
<td>1,367,830.70</td>
<td>2,410,747.30</td>
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<tr>
<td>15 FICA - Employers Portion</td>
<td>18,070.65</td>
<td>289,062.00</td>
<td>102,039.42</td>
<td>187,022.58</td>
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<td>16 Medical Insurance</td>
<td>49,868.46</td>
<td>630,000.00</td>
<td>159,620.29</td>
<td>470,379.71</td>
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<tr>
<td>18 Dental Insurance</td>
<td>2,221.30</td>
<td>26,800.00</td>
<td>9,326.50</td>
<td>17,473.50</td>
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<td>19 Life Insurance</td>
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<td>24,200.00</td>
<td>7,596.99</td>
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<td>20 NRS Retirement</td>
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<td>54,500.00</td>
<td>17,662.08</td>
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<td>21 State Contribution Exp</td>
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<td>275,000.00</td>
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<td>22 Retirement - ER Portion</td>
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<td>1,292,002.00</td>
<td>511,204.60</td>
<td>780,797.40</td>
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<td>23 Workers Comp</td>
<td>17,755.25</td>
<td>150,000.00</td>
<td>64,424.25</td>
<td>85,575.75</td>
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<td>24 Vehicle &amp; Liability Insurance</td>
<td>11,748.84</td>
<td>135,000.00</td>
<td>58,158.90</td>
<td>76,841.10</td>
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<td>25 Water &amp; Sewer</td>
<td>682.20</td>
<td>7,700.00</td>
<td>3,420.17</td>
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<td>26 Telephone</td>
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<td>18,000.00</td>
<td>5,641.66</td>
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<td>27 Electric</td>
<td>2,168.89</td>
<td>32,000.00</td>
<td>13,758.15</td>
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<td>28 Natural Gas</td>
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<td>4,500.00</td>
<td>1,610.70</td>
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<td>29 Refuse Collection</td>
<td>695.22</td>
<td>6,000.00</td>
<td>2,214.39</td>
<td>3,785.61</td>
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<td>30 Bunker Gear</td>
<td>5,915.68</td>
<td>50,000.00</td>
<td>17,836.48</td>
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<td>31 Other Minor Equip &amp; Supplies</td>
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<td>35,000.00</td>
<td>9,233.28</td>
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<td>32 ALS Expenditures</td>
<td>187.98</td>
<td>17,710.00</td>
<td>268.18</td>
<td>17,441.82</td>
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<td>33 Grant Exp-Matching</td>
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<td>126,627.00</td>
<td>114,448.80</td>
<td>12,178.20</td>
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<td>34 Uniforms</td>
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<td>25,000.00</td>
<td>11,637.33</td>
<td>13,362.67</td>
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<td>35 Administrative Supplies</td>
<td>206.07</td>
<td>8,000.00</td>
<td>1,461.47</td>
<td>6,538.53</td>
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<td>36 Computer Expenditures</td>
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<td>27,450.00</td>
<td>20,193.11</td>
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<td>37 M &amp; R Equipment</td>
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<td>37,500.00</td>
<td>9,468.02</td>
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<td>39 Building Supplies</td>
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<td>12,000.00</td>
<td>4,775.43</td>
<td>7,224.57</td>
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<tr>
<td>40 M &amp; R Vehicle</td>
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<td>150,000.00</td>
<td>54,852.00</td>
<td>95,148.00</td>
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<td>41 Fuel &amp; Oil</td>
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<td>60,000.00</td>
<td>23,283.85</td>
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<td>42 Hazmat Dues</td>
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<td>8,750.00</td>
<td>8,750.00</td>
<td>0.00</td>
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<td>43 Reimbursable Grant Exp-Marc</td>
<td>0.00</td>
<td>125,500.00</td>
<td>0.00</td>
<td>125,500.00</td>
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<td>44 Assistance to FF's Grant-SCBA</td>
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<td>247,177.65</td>
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<td>45 Training</td>
<td>3,343.33</td>
<td>110,400.00</td>
<td>21,028.30</td>
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<td>46 Fire Prevention</td>
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<td>2,107.73</td>
<td>3,892.27</td>
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<td>47 Public Outreach</td>
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<td>0.00</td>
<td>6,800.00</td>
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<td>2,500.00</td>
<td>20.67</td>
<td>2,479.33</td>
</tr>
</tbody>
</table>
## OCEAN CITY-WRIGHT FIRE CONTROL DISTRICT

**INCOME STATEMENT**

**FOR THE FIVE MONTHS ENDING FEBRUARY 29, 2020**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>CURRENT MONTH</th>
<th>ADOPTED BUDGET</th>
<th>YTD ACTIVITY</th>
<th>REMAINING BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>49  PROFESSIONAL SERVICES CONTRACT</td>
<td>7,874.00</td>
<td>77,500.00</td>
<td>22,364.50</td>
<td>55,135.50</td>
</tr>
<tr>
<td>50  PROPERTY APPRAISER</td>
<td>7,068.84</td>
<td>98,000.00</td>
<td>35,344.22</td>
<td>62,655.78</td>
</tr>
<tr>
<td>51  TAX COLLECTOR</td>
<td>16,015.84</td>
<td>133,998.00</td>
<td>124,135.45</td>
<td>9,862.55</td>
</tr>
<tr>
<td>52  MISC MEDICAL</td>
<td>699.77</td>
<td>16,900.00</td>
<td>5,734.60</td>
<td>11,165.40</td>
</tr>
<tr>
<td>53  MISCELLANEOUS</td>
<td>658.35</td>
<td>6,000.00</td>
<td>4,050.53</td>
<td>1,949.47</td>
</tr>
<tr>
<td>54  POSTAGE &amp; SHIPPING</td>
<td>47.78</td>
<td>1,500.00</td>
<td>311.92</td>
<td>1,188.08</td>
</tr>
<tr>
<td>55  PUBLICATIONS</td>
<td>14.99</td>
<td>5,000.00</td>
<td>826.70</td>
<td>4,173.30</td>
</tr>
<tr>
<td>56  DUES &amp; MEETING EXPENSE</td>
<td>132.00</td>
<td>11,500.00</td>
<td>7,543.92</td>
<td>3,956.08</td>
</tr>
<tr>
<td>57  CENTRAL DISPATCH</td>
<td>1,314.00</td>
<td>8,500.00</td>
<td>3,276.00</td>
<td>5,224.00</td>
</tr>
<tr>
<td>58  VEHICLE/APPARATUS EXP</td>
<td>387.69</td>
<td>40,000.00</td>
<td>36,457.99</td>
<td>3,542.01</td>
</tr>
<tr>
<td>59  GENERAL FUND</td>
<td>0.00</td>
<td>5,000.00</td>
<td>0.00</td>
<td>5,000.00</td>
</tr>
<tr>
<td>60  EQUIPMENT</td>
<td>5,631.98</td>
<td>191,208.00</td>
<td>14,106.32</td>
<td>177,101.68</td>
</tr>
<tr>
<td>61  DEBT PAYMENTS-INTEREST</td>
<td>0.00</td>
<td>109,553.00</td>
<td>0.00</td>
<td>109,553.00</td>
</tr>
<tr>
<td>62  STATION ARCHITECT</td>
<td>0.00</td>
<td>50,000.00</td>
<td>0.00</td>
<td>50,000.00</td>
</tr>
<tr>
<td>63  DEBT PAYMENTS-PRINCIPAL</td>
<td>0.00</td>
<td>180,447.00</td>
<td>0.00</td>
<td>180,447.00</td>
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<tr>
<td>64  IMPROVEMENTS</td>
<td>0.00</td>
<td>106,500.00</td>
<td>0.00</td>
<td>106,500.00</td>
</tr>
<tr>
<td>65</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>66  TOTAL EXPENSES</td>
<td>508,547.37</td>
<td>8,857,685.00</td>
<td>3,134,936.45</td>
<td>5,722,748.55</td>
</tr>
<tr>
<td>67</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>68  NET INCOME (LOSS)</td>
<td>331,547.84</td>
<td>(149,917.00)</td>
<td>3,742,071.52</td>
<td>(3,891,988.52)</td>
</tr>
</tbody>
</table>
THE OCEAN CITY-WRIGHT FIRE CONTROL DISTRICT
RESOLUTION NO. 2020-02

WHEREAS, the Board of Fire Commissioners of the Ocean City-Wright Fire Control District (the “District”) approved Resolution 17-06 on August 3, 2017 declaring its parcel of real property located at 2 Racetrack Road NE, Fort Walton Beach, Florida which land is more particularly described on Exhibit “A” attached hereto and made a part hereof (the “Property”), to be surplus property of the District and determined that the Property was no longer necessary for the purposes of the District and therefore subject to disposal; and,

WHEREAS, the District listed the property for sale on the open market and has been represented by Realty House Commercial Properties, Inc., as its selling broker (the “Broker”), which firm has been actively marketing and showing the Property to prospective buyers since January 4, 2018; and,

WHEREAS, the Broker presented a Commercial Contract offer the (“Offer”) by and between Doug Wilson and/or affiliated entity of Doug Wilson (the “Buyer”) and the Ocean City-Wright Fire Control District, a Florida governmental agency, whose address is 233 Racetrack Road NE, Fort Walton Beach, Florida 32547 (the “Seller”) dated December 4, 2019 for the sale and purchase of the Property subject to a Feasibility Contingency; and,

WHEREAS, the Board of Fire Commissioners, through the adoption of Resolution 2019-05, determined that the terms and conditions of the Offer were fair and equitable and that it was in the best interests of the District and the public for the Board to accept the offer and the Board approved the Commercial Contract; and,

WHEREAS, the Commercial Contract has been amended on multiple occasions up to and including the Fifth Amendment to Contract which the Board has determined is in the best interest of the District and the public and therefore should be approved; and,

WHEREAS, Buyer has provided Seller with an Assignment and Assumption Agreement wherein Buyer has assigned the Commercial Contract to Gulf South Real Estate Development, LLC, a Florida limited liability company, in which the Buyer Doug Wilson is Manager, and said entity has assumed the rights and obligations of Buyer under the Commercial Contract and the Seller has determined that such assignment should be approved.

NOW, THEREFORE, BE IT RESOLVED, pursuant to the authority of §191.006(7), Florida Statutes, and Section 6(7) of the District’s Charter, that the District approve the Commercial Contract and all amendments thereto and assignments thereof (collectively the “Contract”) and complete the land sale transaction under the Contract for the Property as follows:

1. The terms of the sale of the Property shall be those as contained in the attached Contract by and between Doug Wilson and/or affiliated entity of Doug Wilson, as Buyer, and the Ocean City-Wright Fire Control District, as Seller, with Gulf South Real Estate Development, LLC, being substituted by assignment as the Buyer. The Contract, as amended and assigned, is
hereby ratified and approved by the Board of Fire Commissioners of the District and the signatures of the Chairman of the Board, Vice-Chairman of the Board and the Board Secretary affixed thereto are authorized and ratified.

2. The Chairman and Secretary of the Board of Fire Commissioners of the District are further authorized to execute all necessary documents and take any other actions required to fulfill the obligations of the District under the Contract, and to carry out the closing of the real property transaction and the transfer of ownership of the Property as contemplated under the Contract.

ADOPTED by the Board of Fire Commissioners of the Ocean City-Wright Fire Control District in regular session this 2nd day of April 2020 in Fort Walton Beach, Florida.

IN WITNESS THEREOF, I have affixed my name as Chairman of the Board of Fire Commissioners of the District to this Resolution.

THE OCEAN CITY-WRIGHT FIRE CONTROL DISTRICT, a Florida governmental agency

By: __________________________________________
    Edward Tras, Chairman

ATTEST:

Date: __________________________________________

By: __________________________________________
    John Bostick, Secretary/Treasurer

Date: __________________________________________
EXHIBIT A

LEGAL DESCRIPTION

The following described lot, piece or parcel of land, situate, lying and being in the County of Okaloosa, State of Florida, to-wit:

Lot 8, Magnolia Manor Subdivision, according to the Plat thereof on file in Plat Book 2, Page 163, of the Public Records of Okaloosa County, Florida. Less and except therefrom that portion described in the Order of Taking recorded in Official Records Book 621, Page 455, of the Public Records of Okaloosa County, Florida.

Parcel ID # 35-1S-24-1550-0008-0000
Commercial Contract

1. PARTIES AND PROPERTY: Doug Wilson and/or affiliated entity of Doug Wilson ("Buyer") agrees to buy and Ocean City-Wright Fire Control District ("Seller") agrees to sell the property at:
Street Address: 2 Racetrack Rd. NE Fort Walton Beach, FL. 32547

Legal Description: Lot 8 Magnolia Manor Subdivision Okaloosa County. Less any right of way taken.

and the following Personal Property: none

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE:
   (a) Deposit held in escrow by: Realty House Commercial Properties, Inc. ("Escrow Agent") (checks are subject to actual and final collection)

   Escrow Agent's address: 11 Racetrack Rd. NE FWB, FL. 32547 Phone: 850-244-9117

   (b) Additional deposit to be made to Escrow Agent
   ☐ within ___ days (3 days, if left blank) after completion of Due Diligence Period or
   ☐ within ___ days after Effective Date

   (c) Additional deposit to be made to Escrow Agent
   ☐ within ___ days (3 days, if left blank) after completion of Due Diligence Period or
   ☑ within 5 days after Effective Date

   (d) Total financing (see Paragraph 5)

   (e) Other

   (f) All deposits will be credited to the purchase price at closing.
   Balance to close, subject to adjustments and prorations, to be paid via wire transfer.

   $ 552,500.00

   For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before December 11, 2019, this offer will be withdrawn and the Buyer’s deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or

   Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:
   (a) Closing Date: This transaction will be closed on __________ or before February 18, 2020 __________ (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer (_____) ____ and Seller (_____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.
on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after
the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in Okaloosa County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER’S OBLIGATION: On or before ____ days (5 days if left blank) after Effective Date, Buyer will apply for third
party financing in an amount not to exceed __________% of the purchase price or $______________, with a fixed
interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or
commitment or loan fees not to exceed __________% of the principal amount, for a term of _____ years, and amortized
over _____ years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any
lender. Buyer will keep good faith and reasonable diligence to (i) obtain Loan Approval within ____ days (45 days if left
blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close
the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage
broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon
obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and reasonable
diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within ____ days (3 days if left blank)
deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.

If Buyer does not, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter.
Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of
those conditions of Loan Approval related to the Property. DEPOSIT(S) (for purposes of Paragraph 6 only): If Buyer
has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and
thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close or on
before the Closing Date without fault on Buyer’s part, the Deposit(s) shall be returned to Buyer, whereupon both
parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving
77 the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use
good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction
does not close. For purposes of this Contract, “Loan Approval” means a statement by the lender setting forth the terms
and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-
approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by [ ] statutory warranty
deed [ ] special warranty deed [ ] other ______________________________, free of liens, easements and
encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,
restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other
matters to which title will be subject)

provided there exists at closing no violation of the foregoing and none of them prevents Buyer’s intended use of the
Property as ______________________________

da) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent
and pay for the title search and closing services. Seller will, at (check one) [ ] Seller’s [ ] Buyer’s expense and
within 14 days after Effective Date or at least ____ days before Closing Date deliver to Buyer (check one)
[ ] (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by
Seller at, or before Closing and, upon Buyer recording the deed, an owner’s policy in the amount of the purchase
price for free simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and
Seller has an owner’s policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. [ ] (ii) an
abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
However, if such an abstract is not available to Seller, then a prior owner’s title policy acceptable to the proposed
insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy
exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or

Buyer (____) (____) and Seller (____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.
Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within 30 days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

[X] Seller will, within 5 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.

[X] Buyer will, at [X] Seller's [X] Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, [X] Buyer will accept the Property with existing encroachments [X] such encroachments will constitute a title defect to be cured within the Curative Period [As described in paragraph 6(b)]. Initials

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed $0.00 (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b))

☐ (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

[X] (b) Due Diligence Period: Buyer will, at Buyer's expense and within 45 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the

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Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the
Inspections, and (2) Buyer will, at Buyer’s expense release to Seller all reports and other work generated as a
result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that
Buyer’s deposit will be immediately returned to Buyer and the Contract terminated.

c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the
parties, conduct a final “walk-through” inspection of the Property to determine compliance with this paragraph and
to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any
business conducted on the Property in the manner operated prior to Contract and will take no action that would
adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting
vacant space, that materially affect the Property or Buyer’s intended use of the Property will be permitted only with
Buyer’s consent without Buyer’s consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at
closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
mailboxes, and security systems.

(b) Costs: Buyer will pay Buyer’s attorneys’ fees, taxes and recording fees on notes, mortgages and financing
statements and recording fees for the deed. Seller will pay Seller’s attorneys’ fees, taxes on the deed and
recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic’s lien affidavit; originals of those assignable
service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
documents, if applicable; assignments of leases, updated rent roll; lender and tenant estopples letters (if
applicable); tenant subordination, non-disturbance and attornment agreements (SNDA) required by the Buyer or
Buyer’s lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the
change in ownership/rental agent. If any tenant refuses to execute an estopples letter, Seller, if requested by the
Buyer in writing, will certify that information regarding the tenant’s lease is correct. If Seller is an entity, Seller will
deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the
appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the
requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement,
mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond
payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
of either party, be readjusted upon receipt of current year’s tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date
will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
pay all installments due and payable on or before the Closing Date, with any installment for any period extending
beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a “foreign person” as defined by FIRPTA,
Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

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with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have 5 days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:
(a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.
(b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for Buyer's default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate license (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

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17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

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

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any, and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer. If damaged by fire or other casualty all insurance proceeds will belong to Seller.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☒ is not assignable X is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: Realty House Commercial Properties, Inc. Kevin Betha and Mark Betha, 11 Racetrack Rd. NE Suite H-1 FWB, FL. 244-9117 664-8622 KevinB@RealtyHouse.com, (Address, Telephone, Fax, E-mail) who ☐ is a single agent ☑ is a transaction broker ☑ has no brokerage relationship and who will be compensated by ☒ Seller ☑ Buyer ☐ both parties pursuant to ☒ a listing agreement ☑ other (specify)

(b) Buyer's Broker: Berkshire Hathaway PenFed Realty Harry Beall, 17 West Cedar St. Pensacola, FL. 240-0527 434-8081 HarryJr@Johnscarr.com, (Address, Telephone, Fax, E-mail)

Buyer (☐) (___) and Seller (☐) (___) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.
who □ is a single agent □ is a transaction broker □ has no brokerage relationship and who will be compensated by
Seller's Broker □ Seller □ Buyer □ both parties pursuant to □ an MLS offer of compensation □ other (specify)
(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to
indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, is beyond the scope of
services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to
this Contract):
(A) Arbitration □ (E) Seller Warranty □ (I) Existing Mortgage
(B) Section 1031 Exchange □ (F) Coastal Construction Control Li □ (J) Buyer's Attorney Approval
(C) Property Inspection and Repair □ (G) Flood Area Hazard Zone □ (K) Seller's Attorney Approval
(D) Seller Representations □ (H) Seller Financing □ Other _____________________________

23. ADDITIONAL TERMS:
A. BUYER is purchasing property in "As is where is" condition.
B. Purchase contract and sale is subject to SELLER'S board approval.
C. Closing and Title agent to be Jeff McInnis with ASG Law.
D. BUYER and SELLER to split the cost of title insurance based on purchase price and Documentary stamps on the
deed.
E. At the end of the due diligence/inspection period the earnest money deposit will be non-refundable.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL
FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE
PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE
EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR
REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER

Buyer (__________________) and Seller (__________________) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.
ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL
REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER
REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF
THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND
FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
to do so.

(Signature of Buyer)

Doug Wilson and/or an affiliated entity of Doug Wilson Tax ID No.: __________________________
(Typed or Printed Name of Buyer)

Title: __________________________________________ Telephone: __________________________

(Signature of Buyer)

Title: __________________________________________ Telephone: __________________________

Buyer's Address for purpose of notice ________________________________________________

Facsimile: __________________________ Email: __________________________________________

(Signature of Seller)

Ocean City-Wright Fire Control District Tax ID No.: __________________________
(Typed or Printed Name of Seller)

By: Capt. John Johnston[ret.], Vice-Chairman Telephone: __________________________

(Signature of Seller)

Title: __________________________________________ Telephone: __________________________

Seller's Address for purpose of notice: ________________________________________________

Facsimile: __________________________ Email: __________________________________________

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FIRST AMENDMENT TO COMMERCIAL CONTRACT

THIS FIRST AMENDMENT TO COMMERCIAL CONTRACT (this “Amendment”) is made effective the 20th 47th day of January 2020, by and between Ocean City-Wright Fire Control District (“Seller”), and Doug Wilson and/or affiliated entity of Doug Wilson (“Buyer”), which parties acknowledge the following facts:

A. Effective December 6, 2019, Seller and Buyer entered into that certain Commercial Contract (the “Contract”) with respect to property located at 2 Racetrack Road NE, Fort Walton Beach, Florida as set forth in the Contract (the “Property”).

B. The parties desire to amend the Contract in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and Contracts of the parties, each to the other, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference. All terms defined in the Contract shall have the same meaning when used in this Amendment.

2. Section 7(b) of the Contract is revised by amending the Due Diligence Period. The Due Diligence Period is hereby extended for an additional 90 30 days and the Due Diligence Period shall expire on April 19 February 19, 2020.

3. Section 4(a) of the Contract is revised by amending the Closing Date. The Closing Date is hereby extended and the Closing shall occur on or before May 19 March 10, 2020.

4. Other than as modified and amended by this Amendment, all other provisions of the Contract shall remain of full force and effect and unmodified. In the case of any conflicts between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

5. This Amendment may be executed in multiple counterparts that, together, shall constitute the entirety of this Amendment. This Amendment may be executed and delivered by email, or may be accomplished by electronic signature using DocuSign or other similar technology, which email or electronic signature shall constitute a binding and valid execution thereof.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date set forth above.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]
[SELLER SIGNATURE PAGE TO FIRST AMENDMENT TO COMMERCIAL CONTRACT]

SELLER:

Ocean City-Wright Fire Control District

By: [Signature]

Printed Name: Edward Tras
Title: Chairman

[SIGNATURES CONTINUE ON FOLLOWING PAGE]
[BUYER SIGNATURE PAGE TO FIRST AMENDMENT TO COMMERCIAL CONTRACT]

BUYER:

Doug Wilson and/or affiliated entity of Doug Wilson

By [Signature]

(SEAL)
SECOND AMENDMENT TO COMMERCIAL CONTRACT

THIS SECOND AMENDMENT TO COMMERCIAL CONTRACT (this “Amendment”) is made effective the 18th day of February 2020, by and between Ocean City-Wright Fire Control District (“Seller”), and Doug Wilson and/or affiliated entity of Doug Wilson (“Buyer”), which parties acknowledge the following facts:

A. Effective December 6, 2019, Seller and Buyer entered into that certain Commercial Contract (the “Contract”), as amended in the First Amendment dated January 17, 2020, with respect to property located at 2 Racetrack Road NE, Fort Walton Beach, Florida as set forth in the Contract (the “Property”).

B. The parties desire to further amend the Contract in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and Contracts of the parties, each to the other, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference. All terms defined in the Contract shall have the same meaning when used in this Amendment.

2. Section 7(b) of the Contract and the First Amendment is revised by amending the Due Diligence Period. The Due Diligence Period is hereby extended for an additional 15 days and the Due Diligence Period shall expire on March 19th, 2020 March 5, 2020.

3. Section 4(a) of the Contract is revised by amending the Closing Date and the First Amendment. The Closing Date is hereby extended and the Closing shall occur on or before April 10th, 2020 March 20, 2020.

4. Other than as modified and amended by this Amendment, all other provisions of the Contract shall remain of full force and effect and unmodified. In the case of any conflicts between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

5. This Amendment may be executed in multiple counterparts that, together, shall constitute the entirety of this Amendment. This Amendment may be executed and delivered by email, or may be accomplished by electronic signature using DocuSign or other similar technology, which email or electronic signature shall constitute a binding and valid execution thereof.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date set forth above.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]
SECOND AMENDMENT TO COMMERCIAL CONTRACT

THIS SECOND AMENDMENT TO COMMERCIAL CONTRACT (this "Amendment") is made effective the 18th day of February 2020, by and between Ocean City-Wright Fire Control District ("Seller"), and Doug Wilson and/or affiliated entity of Doug Wilson ("Buyer"), which parties acknowledge the following facts:

A. Effective December 6, 2019, Seller and Buyer entered into that certain Commercial Contract (the "Contract"), as amended in the First Amendment dated January 17, 2020, with respect to property located at 2 Racetrack Road NE, Fort Walton Beach, Florida as set forth in the Contract (the "Property").

B. The parties desire to further amend the Contract in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and Contracts of the parties, each to the other, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference. All terms defined in the Contract shall have the same meaning when used in this Amendment.

2. Section 7(b) of the Contract and the First Amendment is revised by amending the Due Diligence Period. The Due Diligence Period is hereby extended for an additional 30 days and the Due Diligence Period shall expire on March 19th, 2020. March 5, 2020.

3. Section 4(a) of the Contract is revised by amending the Closing Date and the First Amendment. The Closing Date is hereby extended and the Closing shall occur on or before April 18th, 2020. March 20, 2020.

4. Other than as modified and amended by this Amendment, all other provisions of the Contract shall remain of full force and effect and unmodified. In the case of any conflicts between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

5. This Amendment may be executed in multiple counterparts that, together, shall constitute the entirety of this Amendment. This Amendment may be executed and delivered by email, or may be accomplished by electronic signature using DocuSign or other similar technology, which email or electronic signature shall constitute a binding and valid execution thereof.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date set forth above.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]
SELLER:
Ocean City-Wright Fire Control District
By: [Signature]
Printed Name: Edward TRAS
Title:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]
[BUYER SIGNATURE PAGE TO FIRST AMENDMENT TO COMMERCIAL CONTRACT]

BUYER:

Doug Wilson and/or affiliated entity of Doug Wilson

By: [Signature]

(SEAL)

Doug Wilson
THIRD AMENDMENT TO COMMERCIAL CONTRACT

THIS THIRD AMENDMENT TO COMMERCIAL CONTRACT (this “Amendment”) is made effective the 5th day of March 2020, by and between Ocean City-Wright Fire Control District (“Seller”), and Doug Wilson and/or affiliated entity of Doug Wilson (“Buyer”), which parties acknowledge the following facts:

A. Effective December 6, 2019, Seller and Buyer entered into that certain Commercial Contract (the “Contract”), as amended in the First Amendment dated January 17, 2020, and as further amended in the Second Amendment dated February 18, 2020, with respect to property located at 2 Racetrack Road NE, Fort Walton Beach, Florida as set forth in the Contract (the “Property”).

B. The parties desire to further amend the Contract in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and Contracts of the parties, each to the other, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference. All terms defined in the Contract shall have the same meaning when used in this Amendment.

2. Section 7(b) of the Contract and the Amendments is revised by amending the Due Diligence Period. The Due Diligence Period is hereby extended for an additional 15 days and the Due Diligence Period shall expire on March 20, 2020.

3. Section 4(a) of the Contract is revised by amending the Closing Date and the Amendments. The Closing Date is hereby extended and the Closing shall occur on or before April 6, 2020.

4. Other than as modified and amended by this Amendment, all other provisions of the Contract shall remain of full force and effect and unmodified. In the case of any conflicts between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

5. This Amendment may be executed in multiple counterparts that, together, shall constitute the entirety of this Amendment. This Amendment may be executed and delivered by email, or may be accomplished by electronic signature using DocuSign or other similar technology, which email or electronic signature shall constitute a binding and valid execution thereof.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date set forth above.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]
[SELLER SIGNATURE PAGE TO FIRST AMENDMENT TO COMMERCIAL CONTRACT]

SELLER:

Ocean City-Wright Fire Control District

By: [Signature]
Printed Name: Edward Tiru
Title: Chairman

[SIGNATURES CONTINUE ON FOLLOWING PAGE]
[BUYER SIGNATURE PAGE TO FIRST AMENDMENT TO COMMERCIAL CONTRACT]

BUYER:

Doug Wilson and/or affiliated entity of Doug Wilson

By: [Signature]

(SEAL)
FOURTH AMENDMENT TO COMMERCIAL CONTRACT

THIS FOURTH AMENDMENT TO COMMERCIAL CONTRACT (this "Amendment") is made effective the 19th day of March 2020, by and between Ocean City-Wright Fire Control District ("Seller"), and Doug Wilson and/or affiliated entity of Doug Wilson ("Buyer"), which parties acknowledge the following facts:

A. Effective December 6, 2019, Seller and Buyer entered into that certain Commercial Contract (the "Contract"), as amended in the First Amendment dated January 17, 2020, as amended in the Second Amendment dated February 18, 2020, and as further amended in the Third Amendment dated March 5, 2020, with respect to the property located at 2 Racetrack Road NE, Fort Walton Beach, Florida as set forth in the Contract (the "Property").

B. The parties desire to further amend the Contract in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and Contracts of the parties, each to the other, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference. All terms defined in the Contract shall have the same meaning when used in this Amendment.

2. Section 2 of the Contract is revised by amending the Purchase Price. The Purchase Price is hereby amended and the Purchase Price due at Closing shall be $552,500.

3. Section 7(b) of the Contract and the Amendments are revised by amending the Due Diligence Period. The Due Diligence Period is hereby extended and shall expire on March 27th, 2020. The extension will allow time for the Seller to receive Board approval for a contract Purchase Price adjustment.

4. Other than as modified and amended by this Amendment, all other provisions of the Contract shall remain of full force and effect and unmodified. In the case of any conflicts between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

5. This Amendment may be executed in multiple counterparts that, together, shall constitute the entirety of this Amendment. This Amendment may be executed and delivered by email, or may be accomplished by electronic signature using DocuSign or other similar technology, which email or electronic signature shall constitute a binding and valid execution thereof.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date set forth above.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]
SELLER:
Ocean City-Wright Fire Control District

By: [Signature]
Printed Name: [Signature]
Title: [Signature]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]
[BUYER SIGNATURE PAGE TO FIRST AMENDMENT TO COMMERCIAL CONTRACT]

BUYER:

Doug Wilson and/or affiliated entity of Doug Wilson

By: ____________________________ (SEAL)

Doug Wilson
FIFTH AMENDMENT TO COMMERCIAL CONTRACT

THIS FIFTH AMENDMENT TO COMMERCIAL CONTRACT (this "Amendment") is made effective the 24th day of March 2020, by and between Ocean City-Wright Fire Control District ("Seller"), and Doug Wilson and/or affiliated entity of Doug Wilson ("Buyer"), which parties acknowledge the following facts:

A. Effective December 6, 2019, Seller and Buyer entered into that certain Commercial Contract (the "Contract"), as amended in the First Amendment dated January 17, 2020, as amended in the Second Amendment dated February 18, 2020, as further amended in the Third Amendment dated March 5, 2020, and as further amended in the Fourth Amendment dated March 19, 2020, with respect to the property located at 2 Racetrack Road NE, Fort Walton Beach, Florida as set forth in the Contract (the "Property").

B. The parties desire to further amend the Contract in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and Contracts of the parties, each to the other, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference. All terms defined in the Contract shall have the same meaning when used in this Amendment.

2. Section 2 of the Contract is revised by amending the Purchase Price, subject to the approval of the Seller's Board of Fire Commissioners. The Purchase Price is hereby amended and the Purchase Price due at Closing shall be $552,500.

3. Section 7(b) of the Contract and the Amendments are revised by amending the Due Diligence Period. The Due Diligence Period is hereby extended and shall expire on April 3rd, 2020. The extension will allow time for the Seller to receive Board approval for a contract Purchase Price adjustment.

4. Other than as modified and amended by this Amendment, all other provisions of the Contract shall remain of full force and effect and unmodified. In the case of any conflicts between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

5. This Amendment may be executed in multiple counterparts that, together, shall constitute the entirety of this Amendment. This Amendment may be executed and delivered by email, or may be accomplished by electronic signature using DocuSign or other similar technology, which email or electronic signature shall constitute a binding and valid execution thereof.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date set forth above.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]
SELLER:

Ocean City-Wright Fire Control District

By: ____________________________
Printed Name: Edward Tuck
Title: Chairman

[SIGNATURES CONTINUE ON FOLLOWING PAGE]
[BUYER SIGNATURE PAGE TO FIRST AMENDMENT TO COMMERCIAL CONTRACT]

BUYER:

Doug Wilson and/or affiliated entity of Doug Wilson

By: [Seal]

Doug Wilson
TO: Board of Fire Commissioners
RE: Sole Source Purchase of Cardiac Monitor

The rescue Truck will be ready soon and we need to purchase the Cardiac Monitor for the truck. I am requesting the Board authorize a sole source purchase of the LifePak 15 cardiac monitor from Striker, formerly known as Physio Control.

There are other monitors/defibrillators for responders on the market. However, I am requesting the LifePak 15 be purchased from Striker/Physio-Control, Inc. to maintain equipment standardization within the Ocean City-Wright Fire Control District and consistency with other departments.

Since Striker/Physio-Control manufactured all of our current inventory of monitor/defibrillators including all associated parts, goods and battery chargers we will not have a need to replace all items.

Finally, by purchasing the LifePak 15, we will maintain a strong continuity of operations and service with a device which has proven superior service.

Respectfully Requested,

[Signature]

W. Mark Bundrick
Fire Chief
March 2020 LP15

Quote Number: 10156330
Version: 1
Prepared For: OCEAN CITY WRIGHT FIRE CONTROL DISTR

End User - Shipping - Billing
Name: OCEAN CITY WRIGHT FIRE CONTROL DISTR
Account #: 1326686
Address: 233 RACETRACK RD NE
FORT WALTON BEACH
Florida 32547

Bill To Account
Name: OCEAN CITY WRIGHT FIRE CONTROL DISTR
Account #: 1326686
Account #: 1326686
Address: 233 RACETRACK RD NE
Address: 233 RACETRACK RD NE
Address: 233 RACETRACK RD NE
FORT WALTON BEACH
FORT WALTON BEACH
Florida 32547
Florida 32547
Florida 32547

Equipment Products:

<table>
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<tr>
<th>#</th>
<th>Product</th>
<th>Description</th>
<th>Qty</th>
<th>Sell Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>1.0</td>
<td>99577-001957</td>
<td>LIFEPAK 15 V4 Monitor/Defib - Manual &amp; AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT.</td>
<td>1</td>
<td>30,118.60</td>
<td>30,118.60</td>
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<tr>
<td>2.0</td>
<td>41577-000288</td>
<td>Ship Kit - QUIK-COMBO Therapy Cable; 2 rolls 100mm Paper; RC-4, Patient Cable, 4ft; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment</td>
<td>1</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>3.0</td>
<td>21330-001176</td>
<td>LP 15 Lithium-ion Battery 5.7 amp hrs</td>
<td>2</td>
<td>405.08</td>
<td>810.16</td>
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<td>4.0</td>
<td>11171-000046</td>
<td>Masimo™-M-LNCS® DCI, Adult Reusable SpO2 only Sensor. For use with RC Patient Cable.</td>
<td>1</td>
<td>246.82</td>
<td>246.82</td>
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<td>5.0</td>
<td>11171-000047</td>
<td>Masimo™-M-LNCS® DCIP, Pediatric Reusable SpO2 only Sensor. For use with RC Patient Cable.</td>
<td>1</td>
<td>246.82</td>
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<td>Masimo™-Rainbow™ DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.</td>
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<td>7.0</td>
<td>11171-000049</td>
<td>Masimo™-Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.</td>
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<td>9.0</td>
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<td>NIBP Cuff-Reusable, Adult X Large</td>
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<td>10.0</td>
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<td>LIFEPAK 15 Basic carry case w/ right &amp; left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device</td>
<td>1</td>
<td>276.34</td>
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<td>11.0</td>
<td>11220-000028</td>
<td>LIFEPAK 15 Carry case top pouch</td>
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<td>50.02</td>
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<td>12.0</td>
<td>11260-000039</td>
<td>LIFEPAK 15 Carry case back pouch</td>
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Equipment Total: $32,986.14

Quote Date: 03/09/2020
Expiration Date: 06/07/2020
March 2020 LP15

Quote Number: 10156330
Version: 1
Prepared For: OCEAN CITY WRIGHT FIRE CONTROL DISTR
Attn:

Remit to: P.O. Box 93308
Chicago, IL 60673-3308
Rep: Jeff Wages
Email: jeff.wages@stryker.com
Phone Number: (901) 491-1349

Quote Date: 03/09/2020
Expiration Date: 06/07/2020

Price Totals:

Grand Total: $32,986.14

Prices: In effect for 60 days.
Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical’s standard terms and conditions can be obtained by calling Stryker Medical’s Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical’s Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker’s terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.
ACTUARIAL SERVICES AGREEMENT

THIS AGREEMENT is entered into the _____ day of ________________, 2020, between the OCEAN CITY- WRIGHT FIRE CONTROL DISTRICT, (herein referred to as the "District") and FOSTER & FOSTER, INC. (herein referred to as the "Actuary").

W I T N E S S E T H

WHEREAS, the Actuary has demonstrated the expertise and experience to perform the actuarial services outlined in said proposal.

NOW, THEREFORE, in consideration of services to be performed and payments to be made together with mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. The Actuary shall, within sixty (60) days of receipt of all required employee and financial data, complete and return to the District the following:

   A. Performance of an actuarial valuation conducted using the Alternative Measurement Method as set forth under Governmental Accounting Standards Board Statements (GASB) No. 75, including preparation of disclosure information for auditors per GASB No. 75 for employer reporting for the Fiscal Year ending September 30, 2020. In the course of the valuation, we will generally review the experience of the Plan.

   B. Performance of an interim report per GASB No. 75 for the Fiscal Year ending September 30, 2021.

   C. One kickoff conference call with the District to discuss actuarial assumptions and to discuss the project. One additional conference call included, if needed. Hourly rates will only be charged for if more than two (2) conference calls are conducted.

   D. One meeting (via teleconference) to discuss results.
In consideration of the satisfactory performance of services and delivery of work products as provided in paragraph 1 of this Agreement, the District agrees to pay the Actuary an annual fee of $3,700 for the annual valuation for the fiscal year ending September 30, 2020 under GASB 75.

In consideration of the satisfactory performance of services and delivery of work products as provided in paragraph 1 of this Agreement, the District agrees to pay the Actuary an annual fee of $1,800 for the interim disclosure report for the fiscal year ending September 30, 2021 under GASB 75.

These fees will increase by 3% for each year thereafter.

2. During the agreement period, the Actuary shall also perform such additional actuarial services as may be requested by the District including, but not limited to:

A. Perform special actuarial Studies to determine the costs associated with the implementation of alternative benefits. For example, the costs associated with changing the employer-provided subsidy to something higher or lower could be examined.

B. Conduct meetings with employee groups to explain plan provisions and to answer questions.

C. Analyze funding trends to predict future OPEB costs and liabilities.

D. Perform experience studies to help provide the District with historical data to use when setting actuarial assumptions.

E. Perform other consulting services via telephone, email, or facsimile.
The charges not explicitly stated above for work shall be based upon the amount of time required to complete each task. A firm fee quotation prior to commencing any work may be provided upon request.

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>Senior Actuarial Consultant</td>
<td>$350</td>
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<tr>
<td>Actuarial Consultant</td>
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<td>Actuarial Analyst</td>
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<tr>
<td>Administrative/Clerical</td>
<td>$150</td>
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</tbody>
</table>

3. This Agreement embodies the entire agreement of the parties hereto and no modification thereof shall be made except by written amendment agreed to and executed by both parties.

4. The District shall deliver to the Actuary all employee and financial data and any such further information as the Actuary shall deem necessary from time to time in order to complete the job.

5. The District may terminate this Agreement at any time upon thirty (30) days written notice to Actuary. In the event that the District determines to terminate this Agreement without cause, or in the event that the District fails to perform any of its duties hereunder for a period of more than sixty (60) days after written notice by the Actuary of such failure, the Actuary may terminate this agreement and be entitled to compensation to the date of such termination, based on the actual work performed.

6. The term of this Agreement shall be for two (2) years from date, unless sooner terminated pursuant to paragraph 5, and may be renewed for subsequent periods of one (1) year each upon the mutual agreement of the parties hereto. There shall be no change in any terms unless mutually agreed to by the parties hereto.

7. Neither party hereto may assign, convey, or otherwise transfer any of its rights, obligations, or interest herein without the prior express written consent of the other party.
8. This Agreement shall be construed in accordance with the laws of the State of Florida to the extent not pre-empted by federal law and the provisions hereof shall be governed by such law. All prior agreements between the parties are hereby terminated and superseded by this Agreement.

9. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

10. Any action arising under this Agreement shall be brought exclusively in Okaloosa County, Florida.

11. Public Entity Crimes Bill - Section 287.133, Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
IN WITNESS WHEREOF, the District has signed duplicates hereof, and FOSTER & FOSTER, INC. has caused its corporate name to be signed to said duplicates by its proper officers thereunto duly authorized on the day and in the year first above written.

FOSTER & FOSTER, INC.

By:                                                   By:_________________________

As Authorized Officer    As Authorized Officer

Date:                3/26/2020    Date:_________________________

OCEAN CITY- WRIGHT FIRE CONTROL DISTRICT

By:_________________________

As Authorized Officer

Date:_________________________