

SALES AGREEMENT

THIS SALES AGREEMENT ("Agreement") dated as of the date the last principal to this Agreement executes the same (the "Effective Date"), by and between **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA** (the "Seller"), and **DIVERSITY PROGRAM ADVISORS, INC., a Florida Corporation** (the "Buyer").

1. **SALE AND PURCHASE.** Seller agrees to sell, assign, transfer, and convey to Buyer, and the Buyer agrees to purchase from Seller the following:

A. The real property in fee simple, situated generally in Escambia County, Florida, and as described on Exhibit "A" attached hereto and by this reference made a part hereof.

B. All improvements, appurtenances, rights, easements, right-of-way, tenements, and hereditaments incident thereto and all title and interest, if any, of Seller in and to all strips and gores and any land lying in the bed of any street.

C. Unless the context clearly requires otherwise, the property described in Paragraphs 1A and 1B are collectively called the "Property."

D. Subject to the provisions of Section 6, the Property is sold by Seller and accepted by Buyer in its "AS IS" condition, with all faults. In no event shall Seller have any obligation to perform or pay for any repairs or maintenance to or on the Property, except as required by Section 22, RISK OF LOSS.

2. **SALES PRICE AND PAYMENT.** In consideration of the conveyance of the Property to Buyer, Buyer shall pay to Seller the sum of One Million and No/100 Dollars (\$1,000,000.00) (the "Sales Price"), payable to Seller and which shall be paid to Seller as follows:

A. A deposit of Ten Thousand and No/100 Dollars (\$10,000.00) shall be due and payable to Escrow Agent (as defined below) under the provisions of Paragraph 23 upon execution of this Agreement by Seller (following School Board approval);

B. The balance shall be due and payable in cash at Closing (as adjusted by prorations and payment of expenses as herein provided).

3. **INVESTIGATION PERIOD.** Intentionally omitted.

4. **SURVEY.** Buyer, at Buyer's expense, may have the Property surveyed and certified by a registered Florida surveyor in accordance with Chapter 61G17-6 of the Florida Administrative Code. The survey shall be completed no later than fifteen (15) days prior to closing, and shall be provided to Seller within one (1) day of receipt by Buyer. Failure to obtain the survey or to provide the survey to Seller within these time frames shall result in a waiver by Buyer of any issues that may be revealed by a survey. If the Property is surveyed and the survey map does not reveal any encroachments or other title defects, the survey exception will be removed from the owner's title insurance policy.

Seller has a Survey of the Property performed by Empire Land Survey Company dated August 30, 2010. Seller has provided said survey to Buyer and Seller shall approve Buyer's use of Empire Land Survey Company for necessary Survey updates utilizing previous work performed on property for the Seller.

5. **QUALITY OF TITLE.**

A. Buyer shall not be obligated hereunder unless title to the Property shall be marketable of record as will enable Shell, Fleming, Davis & Menge, P.A., as agent for an ALTA member title insurance underwriter selected by Buyer, and authorized to do business in Florida, to issue to Buyer, at regular rates, its full purchase price coverage, standard marketability revised ALTA Owner's Title Insurance Policy, in the amount of the Purchase Price hereunder, without exception as to mechanic's or similar liens, and free and clear of all other liens and encumbrances and subject only to: A. General and special real property ad valorem taxes; B. restrictions and easements of record; C. Matters revealed by the Empire Land Survey Company survey dated August 30, 2010, or any subsequent survey obtained by Buyer; or D. other matters as may be approved in writing by Buyer or title objections waived by Buyer pursuant to this Paragraph (The items in 5A through 5D and this Paragraph are the "Permitted Exceptions").

B. *Tenants.* Buyer acknowledges and agrees that the occupied mobile home on the Property is not the property of the Seller and that said mobile home is the property of the tenant living therein. Buyer understands that Seller has terminated the tenancy with the tenant, but that the tenant shall not be required to remove the mobile home from the Property prior to closing because Buyer desires to make further arrangements with the tenant regarding the use of the Property. Buyer understands and agrees that Buyer's title policy will contain an exception for the tenant in possession of the mobile home upon the Property.

An Owner's Title Commitment, together with copies of all exceptions, shall be provided by Seller to Buyer prior to presentation to the School Board as detailed in paragraph 26. The Owner's Title Commitment will be based on the property defined by the survey obtained by the Seller and performed by Empire Land Survey Company dated August 30, 2010. If the Buyer desires to obtain an updated survey, an updated Owners Title Commitment will be provided by Seller within four (4) business days after receipt by the title agent of the new survey. If the title evidence (or the new survey obtained by Buyer pursuant to Section 4, reveals any defects in the title or any physical encroachment (or other survey issue) on the Property, the Buyer shall have ten (10) business days from the date the Buyer receives the title evidence or survey to notify the Seller in writing of the defects. If within sixty (60) days from the receipt of Buyer's written notice of defects, the Seller is unwilling or unable to cure the defects to the reasonable satisfaction of Buyer, the Buyer may, at its option, by written notice to Seller given within the ensuing ten (10) business days, either (1) cancel and terminate this Agreement and in such event, the Seller will return any deposit to Buyer and neither party shall have any further obligations under this Agreement; or (2) the Buyer may elect to purchase the Property in its "AS IS" condition without offset against the Purchase Price for any title defects. Seller shall have no affirmative obligation to cure or attempt to cure any defects of title or survey. If the Buyer elects to purchase the Property, title will be conveyed on the later of the Closing Date or ten (10) days after the election of Buyer. Standard exceptions contained in the commitment relating to parties in possession and mechanics liens will be removed from the policy in accordance with Florida law upon receipt of the required affidavits. The survey exception will be removed (or modified to reflect the state of facts evidenced by the survey) if Buyer obtains a satisfactory current survey as provided in Section 4.

6. **SELLER'S WARRANTIES AND REPRESENTATIONS.** To induce Buyer to enter into this Agreement and to purchase the Property, Seller covenants, represents and warrants to Buyer as follows as of the date of closing:

(a) That to the best of Seller's knowledge, Seller has no knowledge regarding, and has received no written notice of the alleged violation of any law, ordinance, order or regulation affecting the Property issued by any governmental or quasi-governmental authority having jurisdiction over the Property that has not been corrected;

(b) That to the best of seller's knowledge, there are no (i) existing or pending improvements liens affection the property; (ii) existing, pending, or threatened lawsuits or appeals of prior lawsuits affecting the Property; (iii) existing, pending, or threatened condemnation proceedings affecting the Property; and (iv) existing,

pending, or threatened zoning, building or other moratoria, zoning petition or similar matters that could affect Buyer's use of the Property or the value of the Property;

(c) Seller has not received within the last two years a written summons, citation, directive, notice, complaint or letter from the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection or other federal, state or local regulation or order regarding the Property or any improvements there on and, to the best of Seller's actual knowledge, information and belief, without any investigation or due diligence, the Property is not currently under investigation from any such violation. Further, and to the best of Seller's knowledge, no part of the Property, or improvement thereon, is in breach of any federal, state or local environmental health and safety statutes, ordinances, codes, rules, regulation's order or decrees regulating, relating to or imposing liability in connection with any material or substance which is defined in any way as "hazardous" under any environmental laws and that no part of the subject Property has been used as a landfill, dump, toxic or waste disposal site or storage area and that there are no underground storage tanks at the subject property;

(d) That no representation or warranty by Seller contained in this Agreement and no statement delivered or information supplied by Seller to Buyer pursuant to this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements or information contained in them or in this Agreement not misleading; and.

7. **COVENANTS AND CONDITIONS OF SETTLEMENT.**

A. On the Closing Date, Seller shall execute and deliver a Special Warranty Deed to Buyer as shall be required to convey title to the Property in accordance with this Agreement and an Owner's Affidavit of Possession and No Liens. The Special Warranty Deed shall be in form and substance reasonably satisfactory to the Seller and the Buyer and in proper form for recording. Seller and Buyer shall execute closing statements, a FIRPTA certificate, and such other documents as may be reasonably required to complete closing and accomplish transfer of the Property to Buyer hereunder.

B. **Communications Equipment, Building and Tower Easement.** Buyer and Seller agree to execute at Closing an Easement Agreement in a form substantially similar to the one attached hereto as Exhibit "B".

8. **CLOSING AND CLOSING DATE.** The closing of this sale and purchase by Seller and Buyer (the "Closing") shall be held on or before thirty (30) calendar days after the approval by the School Board of Escambia County, at a time and place mutually agreeable to the parties, but if none is agreed to, at the offices of Shell, Fleming, Davis & Menge, P.A., 9th Floor, 226 Palafox Place, Pensacola, Florida 32502.

9. **APPORTIONMENTS.** All ad valorem taxes and assessments relating to the Property shall be prorated between Seller and Buyer as of midnight immediately preceding the Closing Date. The ad valorem tax proration shall be based upon the fully documented amount based on the current year's assessment. If the current year's assessment is not available, taxes will be prorated on the prior year's assessment and either party shall have the right to request and obtain a proration or receipt of the appropriate tax bill. (Note to closing agent: as a governmental entity, Seller does not pay ad valorem real property taxes. Care should be taken to determine the ad valorem tax liability for the year of Closing.)

10. **CLOSING COSTS.** Seller shall pay for: the owner's title insurance policy in the amount of the Sales Price, for any costs necessary to cure title and/or survey matters, and for Seller's attorney's fees. Buyer shall pay for the documentary stamps on the deed required by applicable Florida law, the cost of preparing and recording the deed, the survey (if obtained), and any financing costs of Buyer incurred to purchase the Property

ATTENTION: Mr. George Hawthorne
321 N. Devilliers Street
Pensacola, FL 32502

or at such other address as the party may specify from time to time by written notice to the other party.

14. **SUCCESSORS AND ASSIGNS.** All terms of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, heirs, successors and assigns. This Agreement may not be assigned without the written consent of Seller.

15. **GOVERNING LAW.** This Sales Agreement is intended to be performed in the State of Florida and shall be governed and construed in all respects in accordance with the laws of the State of Florida. Venue in any action arising under this Agreement shall lie in the Circuit Court in the county where the Property is located.

16. **CAPTIONS.** The captions of this Agreement are inserted for convenience or reference only and not to define, describe or limit the scope or the intent of this Agreement or any term hereof.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

18. **CHANGES AND MODIFICATIONS; CHANGES AND INCORPORATIONS OF PRIOR AGREEMENTS.** This Agreement may not be orally changed, modified or terminated; it supersedes any and all prior understandings and/or letter agreements; other matters of similar nature shall be deemed to be of no force or effect in the interpretation of this Agreement, it being intended that this Agreement represents the entire understanding of the parties. No modification or waiver of any provision hereof shall be valid unless in writing and signed by a party against whom it is to be enforced.

19. **WAIVER.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand strict compliance with the terms hereof; provided, however, that any party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other provisions of this Agreement.

20. **FURTHER ASSURANCES.** Seller and Buyer each agree to execute and deliver to the other such further documents and instruments as may be reasonable and necessary in furtherance of and to effectuate the intent of the parties as expressed by the terms and conditions hereof.

21. **ATTORNEY'S FEES.** If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the covenants, terms or conditions hereof, the prevailing party shall be entitled to costs, expenses, and reasonable attorney's fees at both trial and appellate levels, incurred in connection with the bringing and/or defense of any such action.

22. **RISK OF LOSS.** Until the purchase of the Property has been consummated on the date of Closing, all risk of, or damage of, or destruction of, the Property, whether by fire, flood, tornado, hurricane or other casualty, or by the exercise of the power of eminent domain, or otherwise, shall belong to and be borne by the Seller. If, prior to Closing, the Property or any part thereof shall be damaged or destroyed, Buyer, at Buyer's option may declare this Agreement null and void and receive a full refund of the Deposit. If Buyer elects to proceed and to consummate the transfer and conveyance under this Agreement despite such damage or destruction, there shall be no reduction in, abatement of, or set-off against the Purchase Price, and Seller shall assign to Buyer all of Seller's right, title and interest in and to all insurance proceeds resulting from such damage or destruction.

23. **ESCROW AGENT.** Seller and Buyer appoint Shell, Fleming, Davis & Menge, P.A. to serve as escrow agent hereunder ("Escrow Agent"). The Escrow Agent receiving funds agrees to promptly deposit them in a non-interest bearing escrow account, to hold them in escrow, and disburse them in accordance with this Agreement. No funds shall be returned to the Buyer during the Investigation Period, if any, until the Buyer furnishes proof satisfactory to the Escrow Agent that all costs incurred in connection with the investigation have been fully paid. The funds will be released only (1) at Closing; or (2) upon written direction from both parties; or (3) to the Buyer at Seller's written direction; or (4) to the Seller five (5) days after receipt of written direction from the Seller stating that the Buyer is in default under the terms of the Agreement, in which event the Escrow Agent shall promptly furnish a copy of the directions to Buyer and if there is no written objection thereto within five (5) days, the Escrow Agent shall remit the Deposit to Seller. If a written objection is filed within the time allowed or if the Escrow Agent is in doubt as to its duties, the Escrow Agent may continue to hold the funds in escrow until the matter is resolved either by joint written direction from the parties or by order of the Circuit Court having jurisdiction of the dispute, or the Escrow Agent may interplead the same in the Circuit Court. In any such action or proceeding, the Escrow Agent shall be entitled to recover its reasonable costs and attorney's fees.

A. All deposits paid pursuant to this Agreement prior to the Closing shall be held in escrow by Shell, Fleming, Davis & Menge, P.A. in a non-interest-bearing trust account subject to the terms of the Agreement and shall be duly accounted for at the Closing.

B. The Escrow Agent shall be subject to the following terms and conditions and no others:

(1) The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. Further, the Escrow Agent shall be under no obligation to refer to any other documents between or among Buyer and Seller related in any way to this Agreement.

(2) The Escrow Agent shall not be liable to anyone by reason of any error of judgment, or for any act done or step taken or omitted by the Escrow Agent in good faith, or for any mistake of fact or law, or for anything which the Escrow Agent may do or refrain from doing in connection herewith, unless caused by or arising out of the actual and intentional misconduct of the Escrow Agent or any act of the Escrow Agent in willful disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

(3) The Escrow Agent shall be entitled to rely upon, and shall not be subject to any liability in acting in reliance upon, any writing furnished to the Escrow Agent by either Buyer or Seller, and shall be entitled to treat as genuine and as the document it purports to be, any letter, paper, or other document furnished to the Escrow Agent in connection with this Agreement. The Escrow Agent may rely on any affidavit of either Buyer or Seller or any other person as to the existence of any facts stated therein to be known by the affiant.

(4) In the event of any disagreement between the Buyer and Seller resulting in adverse claims and demands being made in connection with or against the funds held in escrow, the Escrow Agent shall be entitled, at the Escrow Agent's option, to refuse to comply with the claims or demands of either party until such disagreement is finally resolved (a) by a court of competent jurisdiction (in proceedings which the Escrow Agent or any other party may initiate, it being understood and agreed by the Buyer and Seller that the Escrow Agent has authority (but no obligation) to initiate such proceedings); or (b) by an arbitrator in the event that Buyer and Seller determine to submit the dispute to arbitration pursuant to the applicable rules of the American Arbitration Association, and in so doing the Escrow Agent shall not be or become liable to any party.

(5) Buyer and Seller each agree to indemnify the Escrow Agent against any and all losses, liabilities, costs (including reasonable legal fees) and other expenses in any way incurred by the Escrow Agent in connection with or as a result of any disagreement between Buyer and Seller under this Agreement or

otherwise incurred by the Escrow Agent in any way on account of their role as escrow agent, except that neither Buyer nor Seller shall have any obligation to pay the Escrow Agent any fee for escrow services hereunder.

C. Buyer and Seller acknowledge that the Escrow Agent is counsel to Seller and agree that the Escrow Agent may continue to act as Seller's counsel notwithstanding any dispute or litigation arising with respect to the deposit or Escrow Agent's duties.

24. **TIME OF ESSENCE. TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

25. **RADON.** 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. This disclosure is required by Florida law to be contained in all contracts for sale or lease of buildings.

26. **APPROVAL CONTINGENCY.** Buyer has been advised and understands that all sales of real property by Seller must be approved by the School Board (the "Board") after proper notice, presentation and consideration. This offer to purchase, as executed by Buyer, shall be presented to the Board within 60 days of the date of Seller's signature, during which period this offer shall be irrevocable and may not be withdrawn by Buyer. If the Board accepts this offer within 60 days from the date hereof, this offer and Seller's acceptance shall become a legally binding contract fully enforceable by either party hereto. If the Board fails to accept this offer within 60 days from the date hereof, this offer shall be automatically withdrawn and from thenceforth shall be null and void.

27. **RECORDING.** Neither this Agreement nor any portion thereof, nor any memorandum relating hereto shall be placed of record by any party to this Agreement.

28. **WAIVER OF JURY TRIAL.** SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE SELLER AND BUYER ENTERING INTO THIS AGREEMENT.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement as of the last date of execution by either party below, which shall become the Effective Date.

Signed, Sealed and Delivered
in the Presence of:

SELLER:

The School Board of Escambia County, Florida

1. _____

By: _____
Gerald W. Boone, Chairman

2. _____

Date: _____

(Names should be typed or printed below signatures)

ATTEST:

Malcolm Thomas, Superintendent

Date: _____

BUYER:

DIVERSITY PROGRAM ADVISORS, INC.

1. _____

By: George Hawthorne

Its: CEO

2. _____

Date: _____

(Names should be typed or printed below signatures)

EXHIBIT "A"

LEGAL DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF GARY PARK SUBDIVISION, AS RECORDED IN PLAT BOOK 7, PAGE 19, IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 00 DEGREES 00'00" EAST ALONG THE WEST LINE OF SAID SUBDIVISION FOR A DISTANCE OF 54.70 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID GARY PARK SUBDIVISION, ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF WEST AVERY STREET MAINTENANCE CLAIM (R/W VARIES), GO SOUTH 89 DEGREES 05'17" WEST FOR A DISTANCE OF 729.34 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HOLLYWOOD AVENUE (66' R/W); THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE OF SAID WEST AVERY STREET GO NORTH 00 DEGREES 00'00" EAST ALONG SAID HOLLYWOOD AVENUE RIGHT OF WAY FOR A DISTANCE OF 1118.68 FEET; THENCE GO SOUTH 87 DEGREES 51'26" EAST FOR A DISTANCE OF 729.72 FEET; THENCE GO SOUTH 00 DEGREES 00'00" WEST FOR A DISTANCE OF 1079.78 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 18.41 ACRES, MORE OR LESS.

EXHIBIT "B"

Prepared By:
Stephen B. Shell
Shell, Fleming, Davis & Menge, P.A.
Post Office Box 1831
Pensacola, Florida 32591-1831

STATE OF FLORIDA

COUNTY OF ESCAMBIA

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (the "Agreement") is made and entered into effective on the _____ day of _____, 2011, by and between **DIVERSITY PROGRAM ADVISORS, INC., a Florida For Profit Corporation**, with its principal address located at 321 N. Devilliers Street, Pensacola, FL 32502 (referred to hereinafter as the "Buyer"), and the **SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA**, whose address is 215 West Garden Street, Pensacola, Florida 32501 (referred to hereinafter as the "School Board").

W I T N E S S E T H

WHEREAS, the School Board is the seller of certain real property located in Escambia County, Florida, more particularly described on **Exhibit "A"** attached hereto and by this reference made a part of this Agreement (the "Property"); and

WHEREAS, the Buyer is the purchaser of said Property from School Board; and

WHEREAS, prior to the sale of the Property to the Buyer, the School Board installed and maintained on the Property (i) certain telecommunications cabling and equipment located both inside the building and buried underground on the exterior of the Property (the "Equipment"); and (ii) a telecommunications tower located on the Property (the "Tower"); and

WHEREAS, it is necessary for the continued operations of the School Board to leave the Tower and certain portions of the Equipment in place on the Property for the foreseeable future in order to continue providing communications services to other nearby properties owned and operated by the School Board; and

WHEREAS, the School Board did not convey ownership of the Tower to the Buyer in closing the sale of the Property; and

WHEREAS, the School Board desires to build a building on the ground adjacent to the Tower in order to relocate and house certain components of the Equipment in a secure location near the Tower (the "Building"); and

WHEREAS, the Buyer desires to grant to the School Board an easement to allow the continued operation of the communications Tower and Equipment by the School Board, for the construction of the Building related thereto, and for ingress and egress to such Tower, Building, and Equipment,

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) cash in hand, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Buyer and the School
SBEC / Diversity Program Advisors, Inc. - Sales Agreement - Brownsville 1/11/2011

Buyer Seller

Board hereby agree as follows:

1. **Utility Easement.** The Buyer does hereby grant to the School Board, and its successors and assigns, a utility easement extending five feet on either side of the existing above-ground and underground communication cables and equipment located on the Property as shown more fully on **Exhibit "B"** attached hereto and by reference made a part of this Agreement.

2. **Tower Easement.** The Buyer does hereby grant to the School Board, and its successors and assigns, an exclusive ten foot (10') by twenty foot (20') easement under and upon the Property in the location shown more fully on Exhibit "B" for the purpose of maintaining the existing Tower and for constructing a building adjacent to the Tower for purposes of housing additional communications Equipment. The School Board shall be entitled to fence said Building and Tower within an enclosure and shall have exclusive access to such portion of the Property.

3. **Ingress-Egress Easement.** The Buyer does hereby grant to the School Board, and its successors and assigns, an ingress-egress easement over and across the property in all locations reasonably necessary to access the Tower, Building, and Equipment.

4. **Covenants Running with the Land.** The obligations, rights and grants, benefits and burdens, created by this Utility Easement Agreement shall run with the land so burdened in perpetuity and shall inure to the benefit of the other party, and shall be binding upon each of the parties, their successors and assigns. The parties intend to record this Easement Agreement in the Official Records of Escambia County, Florida, so as to be covenants running with the land.

5. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof. The invalidity of any one of the covenants, agreements, conditions, or provisions of this Agreement, or any portion hereof shall not affect the remaining portions hereof or any other part hereof, and this Agreement shall be construed as if such covenant, agreement, condition or provision had not been included herein.

6. **Attorneys' Fees.** In the event any party to this Agreement brings an action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and reasonable attorneys' fees and paralegals' fees incurred at all pre-trial, trial and appellate levels.

7. **Applicable Law.** This Agreement shall be interpreted and construed under the laws of the State of Florida.

8. **Recitals.** The recitals set forth hereinabove are true and correct and constitute a material part of this Agreement.

9. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed in the manner and form sufficient to bind them on the date and year first above written.

DIVERSITY PROGRAM ADVISORS, INC.,

*Signed, Sealed and Delivered
in the Presence of:*

Witness 1: _____
Print Name: _____

By: _____

Witness 2: _____
Print Name: _____

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

ACKNOWLEDGED AND SUBSCRIBED before me this _____ day of _____, 2009, by George Hawthorne, as CEO of **DIVERSITY PROGRAM ADVISORS, INC., a Florida For Profit Corporation**, on behalf of the corporation, () who is personally known to me, or () who provided _____ as identification.

[Notary Seal]

NOTARY PUBLIC
Printed Name: _____
My Commission No: _____
My Commission Expires: _____

*Signed, Sealed and Delivered
in the Presence of:*

**THE SCHOOL BOARD OF
ESCAMBIA COUNTY, FLORIDA**

Witness 1: _____
Print Name: _____

By: _____
Gerald W. Boone, Chairperson

Witness 2: _____
Print Name: _____

ATTEST:

By: _____
Malcolm Thomas, Superintendent

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

ACKNOWLEDGED AND SUBSCRIBED before me this _____ day of _____, 2009, by Gerald W. Boone, as Chairperson of The School Board of Escambia County, Florida, and Malcolm Thomas, as Superintendent of the School District of said County, on behalf of The School Board of Escambia County, Florida, both of whom are personally known to me.

NOTARY PUBLIC - STATE OF FLORIDA