FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 260110
Number Assigned by Purchasing Dept.

CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
☐ Must Have Board Approval over $100,000.00

Date Submitted: 7/10/2025

Name of Contract Initiator: Paul Bement Telephone #: 336-66829

School/Dept Submitting Contract: Operations Cost Center # 9023

Vendor Name: Amerigas Propane, L.P.

Contract Title: PURCHASE AND SALE AGREEMENT NATIONAL PROPANE, L. P., AS SELLER, AND THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, AS PURCHASER

Contract Type: New ■ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract #

Contract Term: Land purchase contract Renewal Option(s):

Contract Cost: Land purchase price of $215,000.00

☐ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line #______________________________

Funding Source: Budget Line #______________________________

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (*when applicable*):

______ Completed Contract Review Form
______ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
______ SIGNED Addendum A (if not an SBAO Template Contract)*
***This Statement MUST BE included in the body of the Contract:**
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
______ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.
Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).
Workers' Compensation = $100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].
______ State of Florida Workers Comp Exemption (https://apps.fldfs.com/bocexempt/) (If Applicable)
______ COVID-19 Waiver (If Applicable)
______ Release and Hold Harmless (If Applicable)

RECEIVED
By Megan Robiou at 10:40 am, Jun 22, 2026

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department **REVIEWED** By bfstaefe at 8:22 am, Jun 23, 2026 Review Date	Land Purchase so defer to Attorney & Department for contract Terms & Conditions.
School Board Attorney JPS 7/17 Review Date	Legally sufficient
Other Dept. as Necessary Review Date	
PENDING STATUS: ☐YES ☐NO	**IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**
FINAL STATUS	Tentatively Approved Pending Required Signatures

CONTRACT REVIEW PROCESS FOR “ALL” CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o ________________ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of $100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than $100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of $50,000 or more, but less than $100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent’s Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of $25,000 or more, but less than $50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than $25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or $50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4

IMPORTANT

Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department.
Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log “District” Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you’ve return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.
Email: contractreview@myoneclay.net
The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.

If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the School Board Attorney’s Office (“SBAO”) webpage or call 904-336-6507
For assistance with insurance-related matters, please visit the Business Affairs - Risk Management webpage or call 904-336-6745
For assistance with District Purchasing, please visit the Business Affairs - Purchasing webpage or call 904-336-6736

PURCHASE AND SALE AGREEMENT
NATIONAL PROPANE, L. P., AS SELLER, AND THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, AS PURCHASER

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made this 3rd day of September, 2026, by and between **AMERIGAS PROPANE, L.P.**, a Delaware limited partnership, doing business in the State of Florida as AmeriGas Propane, Limited Partnership, successor by name change and merger to National Propane, L.P., a Delaware limited partnership (hereinafter referred to as the "AmeriGas" or "Seller"), having a mailing address at 500 North Gulph Road, King of Prussia, PA 19406, and **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, a Florida public body corporate and politic (hereinafter referred to as the "Purchaser"), having a mailing address at 900 Walnut Street, Green Cove Springs, FL 32043.

WITNESSETH

WHEREAS, Seller and Purchaser desire to set forth in writing the terms and conditions under which Seller would sell, and Purchaser would buy, the Property, as that term is defined below in this Agreement.

NOW, THEREFORE, in consideration of the premises, covenants, terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, Seller and Purchaser, intending to be legally bound, hereby agree as follows:

1. **Premises**. Subject to the terms and conditions set forth in this Agreement, Purchaser agrees to buy, and Seller agrees to sell, all that tract or parcel of land, with such improvements as are located thereon and generally described as follows:

Center Street, City of Green Cove Springs, Clay County, Florida 32043
PARCEL - 38-06-26-017175-000-00

(together with all plants, trees, and shrubbery now a part thereof and all appurtenances thereto, including any and all fencing, existing buildings, sheds or warehouses, concrete piers (or piers made of other materials) that support large propane storage tanks and all related above-ground and below-ground piping, loading docks, heating, plumbing and wiring systems, if any, currently on said parcel or attached to said buildings), bearing the legal description set forth on **Exhibit A** hereto (hereinafter collectively referred to as the "Property"). Unless set forth otherwise herein, any propane tank(s) located on the Property that are utilized solely to provide heat to any structures on the Property ("Propane Heating Tank(s)") are not part of the sale and shall remain the property of AmeriGas after the Closing and Purchaser shall have the option, upon written notice to AmeriGas prior to Closing, to either: a) enter into a propane service agreement with AmeriGas for the provision of propane to the Heating Tank(s) after Closing or b) decline to enter into such an agreement in which event, AmeriGas will remove the Heating Tank(s) prior to Closing. In the event AmeriGas and the Purchaser agree that AmeriGas will sell the Heating Tank(s) to the

Legal Approval: ______

Purchaser at the time of Closing, a Bill of Sale will be executed between the Seller and Purchaser to convey the Heating Tank(s) at Closing and the parties hereby agree to pro-rate the value of any propane remaining in the Heating Tank(s) at Closing. Additionally, specifically excluded from the term "Property" and the scope of this Agreement, however, is the following: (a) personal property of Seller consisting of all above ground liquefied petroleum gas ("LP Gas") tanks, cylinders, parts and fittings and related equipment, and all other personal property presently or as of the Closing Date located on the Property; (b) any property tax refunds or rebates for periods accruing prior to the Closing; (c) insurance claims existing as of the Closing Date; and (d) any claims against tenants of the Property existing as of the Closing Date.

2. **Purchase Price, Method of Payment and Escrow**.

(a) **Purchase Price and Method of Payment and Escrow**. The purchase price for the Property is **TWO HUNDRED FIFTEEN THOUSAND AND NO/100 U.S. DOLLARS ($215,000.00) (the "Purchase Price")**. Purchaser's obligation to close shall not be contingent upon Purchaser's ability to obtain financing. Purchaser will pay the Purchase Price to Seller as follows:

(i) **Deposits and Escrow**. Within **three (3) business days** of the execution of this Agreement by both parties, Purchaser and Seller shall open an escrow with the Escrow Holder and Purchaser will deposit with the Escrow Holder a sum of **ZERO AND NO/100 U.S. DOLLARS ($00.00)** referred to herein as the "Deposit"). The Deposit, and all accrued interest thereon, shall be applicable to the Purchase Price and remain in escrow until the Close of Escrow. Time is of the essence for making of the Deposit and, if the Deposit is not timely deposited with Escrow Holder, Seller may terminate this Agreement upon notice to Purchaser.

(ii) **Disposition of Deposit**. Upon the expiration of the Feasibility Period, the Deposit shall be deemed non-refundable to the Purchaser (except in the event of a Seller default) but shall be applicable to the Purchase Price.

(iii) **Balance of Purchase Price**. At Closing, the Purchaser shall pay the balance of the Purchase Price, adjusted for closing costs, recording fees, taxes and any other closing expenses, in readily available funds to the Title Company or Settlement Agent.

(b) **Escrow Holder**. The escrow holder for this transaction shall be Escrow has been waived ________________ ("Escrow Holder" and "Title Company") at their offices located at ____, ________________________________ being the escrow officer.

3. **Close of Escrow and Possession**.

(a) **The close of escrow (the "Close of Escrow" or "Closing") shall occur Ten (10) days following the expiration of the Feasibility Period**. Seller shall close the transaction via overnight courier and e-mail.

(b) Except with regard to the Title Policy (as defined in Section 5 below), or as otherwise provided in this Agreement, Purchaser and Seller shall pay closing costs and escrow fees in accordance with the custom of the county in which the Property is located, as reasonably determined by the Escrow Holder. Notwithstanding the foregoing, closing costs and transfer taxes to be paid by Purchaser. Seller and Purchaser shall each pay their own legal fees.

(c) Real estate taxes assessed on said Property for any prior fiscal tax year and remaining unpaid shall be paid by Seller. All real estate taxes and assessments, municipal, county or otherwise, for the current fiscal or calendar tax year in which the sale is closed shall be prorated as of the date of the Close of Escrow.

(d) Purchaser and Seller agree (1) to comply with, and (2) to execute and deliver such certifications, affidavits, and statements as are required at the Close of Escrow to meet the requirements of Internal Revenue Code Section 1445 (Foreign/Non-Foreign Sellers).

(e) Possession of the Property shall be delivered to Purchaser at the Close of Escrow.

(f) In the event Seller requires additional time after the Close of Escrow to complete its removal of its propane storage tanks and related equipment and personal property, Seller and Purchase agree to enter into a post-closing Site Access Agreement substantially in the form attached hereto as **Exhibit C**.

4. **Title**. At the Closing, Seller agrees to convey to Purchaser any right, title, or interest it has or may have to said Property. Conveyance shall be by special/limited warranty deed (the "Deed") free of liens made by Seller and in a form acceptable for recording with the appropriate county office. Purchaser agrees to accept conveyance of the Property and the Deed subject to all standard ALTA title insurance policy exceptions, any and all recorded or unrecorded easements, encroachments, zoning and land use restrictions and ordinances, restrictions, covenants, conditions, leases or other encumbrances (the "Permitted Exceptions"), unless Purchaser determines, and gives Seller timely notice of objection as required by Section 5 below that such easements, encroachments, zoning and land use restrictions and ordinances, restrictions, covenants, conditions, leases or encumbrances materially, adversely affect the Purchaser's intended use of the Property. Purchaser's intended use of the Property shall be for educational and school district purposes (the "Project").

It is expressly understood that the deed to the Property shall also contain a restriction that shall run with the land, and bind Purchaser and all successive owners of the Property, prohibiting the operation of a LP-Gas sales, storage and/or distribution facility on the Property in the following form:

> ***"The above-described property is further subject to a restrictive covenant that shall run with the land prohibiting the operation of a liquefied petroleum gas sales, storage and/or distribution facility on said property in perpetuity, or in the alternative for the maximum period of time permissible by applicable law. The foregoing restrictive covenant shall not, however, prohibit or restrict the use or***

storage of liquefied petroleum gas for the sole consumption by the owner or individual in possession of said property".

5. **Title Examination**. Upon the opening of Escrow, the Title Company shall prepare a preliminary report of title ("Preliminary Title Report") and send the Preliminary Title Report to both Purchaser and Seller along with full copies of all exceptions listed in Schedule B of the Preliminary Title Report. Within ten (10) days after receipt of said Preliminary Title Report, Purchaser shall furnish to the Seller a written statement of objections, if any, affecting the insurability of title to the Property at regular title company rates. Seller may undertake within the Feasibility Period to satisfy all valid objections; however, Seller shall not be required to take any actions or incur any costs to cure such objections. If Seller fails to satisfy such valid objections during the Feasibility Period, then, at the option of Purchaser evidenced by written notice to Seller, this Agreement shall be terminated, and Purchaser shall be entitled to the return of the Deposit held in escrow as its sole remedy. If Purchaser fails to terminate this Agreement prior to the expiration of the Feasibility Period or within ten (10) days after Seller notifies Purchaser that Seller cannot or will not satisfy the objections, whichever is earlier, then Purchaser shall be deemed to have waived any and all title objections. **Purchaser** will pay for the Title Company to issue a standard coverage ALTA policy of title insurance in the amount of the Purchase Price. Purchaser may obtain extended coverage or endorsements to the ALTA policy so long as Purchaser pays the additional title premium, or all other costs associated with the issuance of the extended policy coverage (including the survey and any endorsements as may be desired by Purchaser). The title insurance policy will be subject only to those matters and Permitted Exceptions approved by the Purchaser during the Feasibility Period (the "Title Policy").

6. **Feasibility Period**. The feasibility period shall begin on the date on which this Agreement is fully executed by both parties and delivered to each party via e-mail, certified mail, or overnight courier (the "Execution Date") and shall end on the date that is **Thirty (30) days thereafter (the "Feasibility Period)**. Purchaser shall have until the end of the Feasibility Period to approve or disapprove all matters relating to the Property. At any time during the Feasibility Period, Purchaser may terminate this Agreement and, in that event, Purchaser will have no further obligation to make any deposits or proceed any further with the purchase of the Property, but Purchaser shall remain obligated for those obligations that survive the termination of this Agreement.

(a) **Delivery of Documents**. Within **ten (10) business days after the Execution Date of this Agreement**, Seller shall deliver to Purchaser complete, accurate and legible electronic copies of documents concerning the Property that are in Seller's possession or control, including, deeds, prior title policies and/or searches, maps, drawings, surveys, environmental, geotechnical or other studies, investigations or reports, if any, as applicable (collectively, the "Documents"). Purchaser acknowledges that many of the Documents were prepared by or obtained from third parties, and therefore, Seller makes no representations or warranties of any kind regarding the accuracy, thoroughness or completeness of, or conclusions drawn in or the information contained in such third party Documents, if any, relating to the Property. Purchaser hereby waives any and all claims against Seller arising out of the accuracy, completeness, conclusions or statements expressed in such third-party Documents so furnished. Notwithstanding the above definition of Documents, Seller shall not be required to deliver or make available to Purchaser Seller's internal memoranda, attorney-client privileged materials, appraisals and economic evaluations of the Property, and reports regarding the Property prepared by Seller or its affiliates solely for internal use. Purchaser acknowledges that any and all of the Documents that are not otherwise known by or available to the public are proprietary and confidential in nature and will be delivered to Purchaser solely to assist Purchaser in determining the feasibility of purchasing the Property. Unless and until the Closing occurs, Purchaser agrees not to disclose such non-public Documents, or any of the provisions, terms, or conditions thereof, to any party outside of Purchaser's organization other than its agents, consultants, representatives, lenders and financial partners and their agents, consultants, and representatives. Purchaser shall return or destroy all the Documents, on or before three (3) business days after the first to occur of (i) such time as Purchaser notifies Seller in writing that it shall not acquire the Property, or (ii) such time as this Agreement is terminated for any reason. This Subsection 6(a) shall survive any termination of this Agreement. Subject to Section 22 below, Purchaser may contact local agencies to confirm issues pertaining to the Property, but Purchaser and Purchaser's Agents shall afford a representative of Seller the opportunity to be present at any meetings with public officials regarding the Project and shall copy Seller on all correspondence with local agencies and authorities pertaining to the Project.

(b) **Property Studies**. During the Feasibility Period, Purchaser and its employees, agents, contractors, consultants, surveyors and inspectors (the "Purchaser's Agents"), at Purchaser's sole risk and expense shall have the right to enter the Property, upon prior notice to the Seller and at reasonable times during normal business hours, to conduct physical inspections, survey, and studies of the Property (including, but not limited to, geotechnical studies and non-invasive Phase I environmental assessments) to determine the physical condition of the Property, and to conduct economic feasibility and cost studies and any other studies considered appropriate by the Purchaser as well as for the purpose of evaluating the Property's suitability for Purchaser's intended use (the "Work"). Purchaser shall not conduct any environmental assessments, soil studies, or invasive testing, including any Phase II environmental assessment, without the prior consent of the Seller. In connection therewith, Purchaser must submit a plan of work for such assessments, testing, studies, or Phase II environmental assessment ("Plan of Work") for Seller's approval, such approval not to be unreasonably withheld, conditioned, or delayed. The Plan of Work shall include the requirements as listed on Exhibit B attached hereto and the work conducted on such Plan of Work shall be included in the "Work" as defined in this section. Seller shall have the right, in its discretion, to accompany Purchaser or Purchaser's Agents during any entry upon the Property.

Prior to entering the Property to conduct any inspections or tests, Purchaser shall obtain and maintain, at Purchaser's sole cost and expense, and shall deliver to Seller evidence of, Worker's Compensation insurance in compliance with the appropriate state and federal laws and regulations in which Purchaser or Purchaser's agent operate; Employers Liability insurance with limits of $1,000,000 per occurrence; and Commercial General Liability insurance from an insurer reasonably acceptable to Seller, in the amount of Two Million and No/100 Dollars ($2,000,000.00) combined single limit for personal injury and property damage per occurrence, such policy to name Seller as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser or Purchaser's Agents in connection with such inspections and tests. Purchaser shall grant Seller a waiver of subrogation on all policies required herein.

Purchaser and Purchaser’s Agents will abide by all applicable safety rules and will ensure that any Work conducted at the Property will be done in strict compliance will any plans approved by Seller and in a manner that minimizes any disruption to Seller’s business activities.

Purchaser represents and warrants that Purchaser and Purchaser’s Agents shall perform all Work in accordance with any and all applicable federal, state and local laws and regulations. All Work shall be performed by personnel qualified to perform the Work and in accordance with accepted practices. Purchaser shall promptly pay when due the costs of all Work done regarding the Property and not permit any liens to attach to the Property by reason of the Work.

Purchaser shall repair any damage caused by the Work and restore the Property to its pre-Work condition. Purchaser shall, and does hereby agree to indemnify, defend and hold Seller and Seller’s partners, officers, directors, employees, agents, attorneys and their respective successors and assigns, harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees) relating to death or injury to any person or loss or damage to any property (including the Property) arising out of the Work and Purchaser's or Purchaser's Agents' actions taken in, on or about the Property. Purchaser’s indemnity obligations shall survive the Closing or the termination of this Agreement.

Purchaser shall provide Seller with a copy of any and all surveys, appraisals and reports produced by Purchaser or Purchaser’s Agents, including but not limited to Purchaser’s environmental consultant, that relate to the Work. Where the Deposit is to be returned to Purchaser, the Escrow Holder shall not return the Deposit until Purchaser has delivered to Seller all such materials relating to the Work, together with a certification signed by Purchaser’s officer that all such materials have been delivered to Seller and that Purchaser has returned or destroyed all of the Documents, in each case as required by this Agreement.

Except as required by law, Purchaser agrees that neither it nor Purchaser’s Agents will, without the prior written consent of Seller, disclose or permit any director, officer, employee, agent or representative to disclose, to any person other than to the then present directors, officers or employees of Seller, or any parent corporation thereof, the existence, nature or results of the Work conducted hereunder. If required to disclose such information by law, Purchaser will provide Seller with immediate notice of the disclosure, copies of all information disclosed in writing and a report of all information disclosed orally.

In the event that the inspection(s) or investigation(s) reveal a condition on, upon, under or in the Property, or with regard to Purchaser’s intended use, which is unacceptable to Purchaser, Purchaser shall provide Seller with a copy of the inspection(s) or investigations(s) report(s) and provide written notice of such condition within ten (10) days of the receipt of the results or report or before expiration of the Feasibility Period, whichever is earlier. Upon such notice, either Purchaser or Seller may elect to terminate this Agreement by notice to the other, and in such event Purchaser's Deposit shall be returned to Purchaser as Purchaser's sole remedy. In the absence of written notice from the Purchaser as to an unacceptable condition regarding the Property but upon receipt of a copy of the inspection(s) or investigations(s), Seller may elect to terminate this Agreement by notice to the Purchaser and in such event, Purchaser's Deposit shall be returned to Purchaser as Purchaser's sole remedy. In the event that this Agreement is terminated pursuant to the terms hereunder, neither Seller nor Purchaser shall have any continuing obligations thereunder, except as provided for herein with regard to restoration of the Property, the non-disclosure obligations, and any other obligations that specifically survive termination of this Agreement. Seller shall not be obligated for purposes of this transaction to cure or remediate any unacceptable condition on or in the Property.

7. **Condition of Property**. It is understood and agreed that the Property is offered, and at Closing will be transferred and conveyed by Seller, and accepted by Purchaser, in "AS IS, WHERE IS, WITH ALL FAULTS" condition. It is expressly agreed that Seller has not made and makes no representations or warranties, nor is any agent or broker authorized to make any representations or warranties, regarding the condition of the Property, fitness for a particular use, or that the Property complies with federal, state or local governmental laws or regulations, including, but not limited to environmental laws and regulations applicable to the Property or its uses. Purchaser hereby acknowledges that Purchaser has agreed to inspect the Property and has agreed to purchase it in its present condition as a result of such inspection and not because of or in reliance upon any statements made by Seller, or any other officer, partner, employee or agent of Seller. Purchaser, by closing on the Property shall be deemed to have accepted the Property in its "AS IS, WHERE IS, WITH ALL FAULTS" condition. As of the Closing Date, Purchaser on behalf of itself and its successors and assigns waives its right to recover from, and forever releases and discharges, Seller, Seller's affiliates, Seller's property manager, the beneficiaries of the trust of which Seller is trustee, and Seller's employees, attorneys and agents, of each of them, and their respective heirs, successors, personal representatives and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) the physical condition of the Property, (ii) the condition of title to the Property, (iii) the presence on, under or about the Property of any hazardous substances, toxic wastes, or undesirable substances, (iv) the Property's compliance with any applicable federal, state or local law, rule or regulation, or (v) any other aspect of the Property. This Section 7 shall survive Closing or termination of this Agreement.

8. **Disclaimer**.

(a) Purchaser acknowledges that Purchaser has not relied upon the advice or representations, if any, of Seller or any of Seller's advisors or representatives, relative to the legal and tax consequences of this Agreement in the sale of the Property; the terms and conditions of the financing; the purchase and ownership of the Property; the availability of utilities to the Property; the investment potential or resale value of the Property; the availability and ownership of any amenity package, if applicable; restrictive covenants and architectural controls; or any other system or condition. Purchaser acknowledges that if such matters have been of concern, Purchaser has sought and obtained independent advice relative thereto.

(b) Purchaser acknowledges that various substances used in the construction of the improvements on the Property or otherwise located on the Property may now or in the future be determined to be toxic, hazardous, or undesirable and may need to be specially treated, handled and/or removed from the Property. Persons who have an interest in the Property may be required by law to undertake the clean-up of such substances. Purchaser acknowledges (1) that Seller has no expertise with respect to toxic wastes, hazardous waste or substances (as defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or in the Resource Conservation and Recovery Act of 1976, as amended) or undesirable substances, (2) that such substances can be extremely costly to correct and remove, (3) that Seller has made no investigations or representations with respect to such substances, and, (4) that Seller shall have no liability to Purchaser regarding the presence of said substances on the Property. Purchaser's waiver and release of Seller under Section 7 above extend to any claim, rights of action or suits relating to the presence of any hazardous substances, toxic wastes, or undesirable substances on the Property, and survive the termination of this Agreement or the Closing irrespective of the passage of time.

9. **<u>Seller's Representations and Warranties</u>**.

(a) As of the date hereof, Seller represents and warrants to, and covenants with, Purchaser as follows:

(1) Seller has no actual knowledge of any litigation, proceeding or other action pending or threatened against or relating to the Property. Except as otherwise disclosed by Seller in written notice to Purchaser within seven (7) business days following the full execution of this Agreement by Purchaser and Seller pursuant to Subsection 6(a) above, Seller has no actual knowledge of receipt from any governmental authority of written notice that the Property is now (A) in violation of any applicable federal, state or local law, code or other requirement, or (B) in default with respect to any judgment or decree, at law or in equity, in any court or before any governmental department, commission, board, bureau, agency or instrumentality.

(2) Seller has no actual knowledge of any material inaccuracies contained within the Documents delivered to Purchaser pursuant to Section 6 above.

(3) To Seller's actual knowledge, except as disclosed to Purchaser pursuant to Section 6 above, at the time of the Close of Escrow there will be no outstanding written or oral contracts made by Seller for any improvements to the Property which have not been fully paid for and Seller shall cause to be discharged all mechanics' and materialmen's liens arising from any labor or materials furnished to the Property at Seller's request prior to the time of the Close of Escrow.

(4) To Seller's actual knowledge, (i) there are no condemnation, zoning or other land-use regulation proceedings either instituted or to be instituted, which would detrimentally affect the Property; and (ii) there is no litigation pending or threatened against Seller that arises out of the ownership of the Property or that might detrimentally affect the value, ownership, use or operation of the Property or the ability of Seller to perform its obligations under

this Agreement. Seller shall notify Purchaser promptly of any such proceedings or litigation of which Seller becomes aware.

(5) To Seller's actual knowledge, there are no obligations in connection with the Property which will be binding upon Purchaser or will affect the Property after the Close of Escrow, and there are no assessments or bonds assessed or proposed to be assessed, against the Property, except matters which are set forth in the Preliminary Title Report and/or the real property tax bills for the Property. To Seller's actual knowledge, there are no existing or proposed easements, covenants, restrictions, agreements, or other documents which affect title to the Property, and which are not disclosed by the Preliminary Title Report.

(6) Seller is a limited partnership, duly organized, validly existing and in good standing under the laws of the State of Delaware and authorized to do business in the State of Florida. This Agreement and all documents executed by Seller which are to be delivered to Purchaser at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Seller, are and at the time of Closing will be legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, are and at the time of Closing will be sufficient to convey title (if they purport to do so), and do not and at the time of Closing will not to the best of Seller's knowledge violate any provision of any agreement or judicial order to which Seller or the Property is subject. Seller has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(7) Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in any of the Property.

(8) No tenants, occupants, or any other party (other than Seller) are entitled to possession or occupancy of the Property. From and after the Effective Date, Seller shall not enter into any agreement regarding the occupancy or use of the Property without first obtaining Purchaser's consent, which consent may be withheld in Purchaser's sole and absolute discretion.

(9) Seller is not: (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order") and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 as-9; The Cuban Democracy Act, 22 U.S.C. §§ 60¬01-10; The Cuban Liberty and

Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (vi) engaged in activities prohibited in the Orders; or (vii) (and has not been) convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

(b) Seller shall promptly notify Purchaser in writing, if, after the Execution Date and prior to the Closing, any event occurs or condition exists which renders any of Seller's representations and warranties untrue or misleading (the "Representation Notice"); and if such Representation Notice is delivered prior to the expiration of the Feasibility Period, Purchaser may extend the Feasibility Period in accordance with Section 12 below. If Seller elects to do so (which election shall be stated in the Representation Notice), Seller shall have a period of five (5) business days from the date of the Representation Notice to cure such changed circumstances (and the Closing Date shall, to the extent applicable, be extended to accommodate such cure period). If Purchaser determines (through a Representation Notice or otherwise) prior to Closing that there is a breach of or change in condition with respect to any of the representations and warranties made by Seller above that is unacceptable to the Purchaser, then Purchaser may, at its option, by delivering to Seller written notice of its election either (1) terminate this Agreement or (2) waive such breach or changed condition and proceed to Closing with no adjustment in the Purchase Price and Seller shall have no further liability as to such matter. If Purchaser terminates this Agreement under clause (1) of the preceding sentence where the breach of any of Seller's representations and warranties are due to the fault of Seller, the Deposit shall be refunded to Purchaser and Purchaser shall have the remedies under Section 14 below; and in all other cases of termination under such clause (1) the Deposit shall be refunded to Purchaser and neither Purchaser nor Seller shall thereafter have any other rights to purchase or sell the Property. In furtherance thereof, subject to the requirements of this Subsection 9(b), Seller shall have no liability with respect to any of the foregoing representations and warranties or any representations and warranties made in any other document executed and delivered by Seller to Purchaser, to the extent that, prior to the Closing, Purchaser discovers or learns of information (from whatever source, including, without limitation the property manager, as a result of Purchaser's due diligence tests, investigations and inspections of the Property, or disclosure by Seller or Seller's agents and employees) that contradicts any such representations and warranties, or renders any such representations and warranties untrue or incorrect, and Purchaser nevertheless consummates the transaction contemplated by this Agreement.

(c) All representations, warranties and covenants by the Seller contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and, subject to Subsection 9(b) above, again at the Close of Escrow, shall be deemed to be material, and shall survive the Closing for a period of twelve (12) months. However, any action, suit or proceeding with respect to the truth, accuracy or completeness of the representations and warranties must be commenced, if at all, within twelve

(12) months after Closing, and, if not commenced by such date, thereafter such representations and warranties shall be void and of no force or effect.

(d) For purposes of this Agreement and any document delivered at Closing, whenever the phrase "to Seller's knowledge", or words of similar import are used, they shall be deemed to refer to the current, actual, conscious knowledge only of Jonathan King (the "Knowledge Person(s)"), and not any implied, imputed or constructive knowledge, without any independent investigation having been made or any implied duty to investigate, of the Knowledge Person(s). The Knowledge Person(s) are identified as such only because they are the persons in Seller's organization who are most knowledgeable about the Property, and they shall have no liability whatsoever under this Agreement.

10. **Purchaser's Representations and Warranties**.

(a) As of the date hereof, Purchaser represents and warrants to, and covenants with, the Seller as follows:

(1) Purchaser has been duly organized, is validly existing or qualified to do business in and is in good standing under the laws of the State of Florida. Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations hereunder, and all requisite action necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder have been, or by the Close of Escrow will have been, taken. The person signing this Agreement on behalf of Purchaser is authorized to do so.

(2) The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and compliance with the terms of this Agreement will not conflict with or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under any written document, instrument or agreement to which Purchaser is a party or to Purchaser's knowledge by which Purchaser is bound.

(3) Purchaser is not: (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order") and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 as-9; The Cuban Democracy Act, 22 U.S.C. §§ 60¬01-10; The Cuban Liberty and

Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (vi) engaged in activities prohibited in the Orders; or (vii) (and has not been) convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

(4) Purchaser is not a "plan" nor a plan "fiduciary" nor an entity holding "plan assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "ERISA") nor an entity whose assets are deemed to be plan assets under ERISA and that Purchaser is acquiring the Property for Purchaser's own personal account and that the Property shall not constitute plan assets subject to ERISA upon conveyance of the Property by Seller and the closing of this Agreement between Purchaser and Seller. Seller shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or if Purchaser's representation is found to be false or misleading in any respect.

(b) All representations, warranties and covenants by the Purchaser contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Close of Escrow, shall be deemed to be material, and shall survive the Closing.

11. **Conditions Precedent to Close of Escrow**. The following are conditions precedent to Purchaser's obligation to purchase the Property (each, a "Condition Precedent", and collectively, the "Conditions Precedent"). The Conditions Precedent are intended solely for the benefit of Purchaser and may be waived only by Purchaser in writing. In the event of the failure of the satisfaction of any Condition Precedent prior to or at the Close of Escrow, Purchaser shall have the right, but not the obligation, to terminate this Agreement; and, in the event of which termination, the Deposit shall be returned to Purchaser and neither party shall have any further rights or obligations under this Agreement, except under provisions of this Agreement expressly stated to survive the termination of this Agreement.

(a) Except as may be disclosed to or otherwise discovered by Purchaser during the Feasibility Period, the Property does not contain any environmental contamination.

(b) Except as may be disclosed to or otherwise discovered by Purchaser during the Feasibility Period, the existing structure on the Property complies with all city and county codes necessary to allow Seller's current use.

(c) Other than the other Conditions Precedent stated herein, there are no other factors that could materially impact the economic feasibility or economic value of the Project that were not known to or reasonably discoverable by Purchaser before the end of the Feasibility Period.

(d) It shall be a condition to the Close of Escrow in favor of the Purchaser that no lawsuit, administrative appeal, judicial challenge, or filing of application for referendum of any approval necessary for Purchaser's development of the Project (collectively "Challenge") shall have been initiated, be in effect, or be pending as of the Close of Escrow, and that no moratoriums imposed or announced by any governmental entity or authority having jurisdiction over the Property or Purchaser's development thereof, or utility provider that would result in restricting, delaying or denying permits necessary for the development, construction, use or occupancy of the Property (collectively "Moratorium"). If there is a Moratorium or Challenge in effect or pending on the date of the scheduled Close of Escrow, Seller shall have the option of extending the Close of Escrow date until ten (10) days after the Moratorium is terminated and any Challenge is fully and finally resolved without further ability to appeal, as reasonably determined by the Purchaser.

(e) All of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct in all material respects when made and shall be true and correct as of the Close of Escrow.

(f) Seller shall have complied with all of Seller's duties and obligations contained in this Agreement.

(g) Purchaser shall have received the unconditional commitment of the Title Company to issue a title policy upon the Close of Escrow in the form approved by Purchaser prior to the expiration of the Feasibility Period.

(h) After the expiration of the Feasibility Period and prior to the Close of Escrow, there shall be no material adverse change in the physical condition of the Property, or the matters reviewed and approved by Purchaser during the Feasibility Period.

12. **New Information**. If, prior to the expiration of the Feasibility Period, the parties discover information that was not previously revealed in the Documents or that is inconsistent with the Conditions Precedent, then the Feasibility Period shall, at Purchaser's election, be extended for an additional thirty (30) day period, during which time Purchaser shall evaluate such new information impacting such Conditions Precedent.

13. **Destruction of Property and Insurance**. Should the Property be destroyed or substantially damaged before time of the Close of Escrow, Seller shall, after learning of such destruction or substantial damage, promptly notify the Purchaser or Broker, if any. At the election of Purchaser (a) this Agreement may be terminated, and the Deposit held in escrow returned to Purchaser as its sole remedy, or (b) Purchaser may consummate this Agreement and receive the proceeds of any insurance, if any, as and when such proceeds are paid on the claim of loss relating to said damage or destruction up to the amount of the Purchase Price. This election is to be exercised within ten (10) days after Purchaser has been notified in writing by Seller of the amount of insurance proceeds, if any, Seller expects to receive on the claim of loss; provided, however, that the parties hereto acknowledge and agree that Seller shall not, by the delivery of such a writing,

be (x) deemed to be representing or warranting to Purchaser that amount of proceeds actually paid with respect to said claim of loss will be commensurate with or equal to the amount of proceeds estimated in said writing or (y) liable to Purchaser in the event that the amount of proceeds actually paid with respect to said claim of loss is less than the amount of proceeds estimated in said writing. If Purchaser fails to make such election within the time period provided herein, Seller, at its sole option, may terminate this Agreement or proceed to the Close of Escrow. In the event Seller elects the latter, Purchaser shall accept the Property without abatement of the Purchase Price, but Purchaser shall be entitled to any and all insurance proceeds payable on such claim of loss up to the amount of the Purchase Price.

14. **Default**.

(a) In the event of a default by Seller, this Agreement shall not be terminated automatically, but only upon delivery to the Escrow Holder and Seller of written notice of termination by the Purchaser. Upon notice to the Escrow Holder and Seller from Purchaser terminating this Agreement: (i) Escrow Holder shall immediately return to Purchaser the Deposit as Purchaser's sole and exclusive remedy, and neither party shall have any further liability or obligation under this Agreement except for those provisions that are stated herein to survive termination of the Agreement, or (ii) Purchaser shall be entitled to pursue judicial action seeking specific performance.

(b) In the event of a default by Purchaser, this Agreement shall not be terminated automatically, but only upon delivery to the Escrow Holder and Purchaser of written notice of termination by Seller. Upon notice to the Escrow Holder and Purchaser from Seller terminating this Agreement: (i) Escrow Holder shall immediately pay to Seller the Deposit as liquidated damages and as Seller's sole and exclusive remedy, and neither party shall have any further liability or obligation under this Agreement except for those provisions that are stated herein to survive termination of the Agreement, or (ii) Seller shall be entitled to pursue any rights or remedies under law or in equity.

15. **Interpretation and Time is of the Essence**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement. Time is of the essence in each provision of this Agreement in which time is an element.

16. **Successors and Assigns**. Subject to Section 17 below, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and permitted assigns.

17. **Transfer or Assignment**. Seller may assign or transfer this Agreement to any parent, subsidiary, or affiliate, or to any person or entity acquiring all or substantially all of its stock, partnership units or assets without the prior written consent of Purchaser. Seller may also collaterally assign this Agreement for security purposes without the consent of the Purchaser. Purchaser may assign its rights under this Agreement to an entity affiliated with the Purchaser upon not less than ten (10) days prior written notice to Seller or, with the written approval of the

Seller, to an unaffiliated third party with the financial strength equal to or greater than Purchaser's and which has the financial capability to satisfy the obligations of this transaction. For purposes of the preceding sentence, an "affiliate" of Purchaser must be (and until Closing remain) an entity that controls Purchaser, is controlled by Purchaser or is under common control with Purchaser. No assignment or other transfer will relieve Seller or Purchaser of its primary responsibility for performance under this Agreement, and any assignee or transferee shall be deemed to have assumed and agreed to fully perform all obligations of the assignor or transferor.

18. **Terminology and Captions**. All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Agreement" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter", and the like mean this Agreement in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings hereof are for reference and convenience only and do not enter into or become a part of the context.

19. **Notice**. All notices and other communications required or permitted herein shall be in writing and delivered personally or by overnight courier or mailed by registered or certified mail (with copies sent by facsimile or e-mail) to the respective party's address as set forth herein below, or at such other address as either Party shall hereafter designate by like notice, which notices shall be deemed to have been given on the date of delivery thereof:

To Seller: AmeriGas Propane, L.P.
500 North Gulph Road
King of Prussia, PA 19406
Attn: Jonathan King, Manager of Real Estate Sales
Telephone: 610-337-7000 ext 3605
Fax: 610-992-3253
e-mail: Jonathan.King@amerigas.com

With a copy to: AmeriGas Propane, L.P.
500 North Gulph Road
King of Prussia, PA 19406
Attn: Sharon McGrenrey, Law Department
Telephone: 610-768-3626
Fax: 610-992-3258
e-mail: mcgrenreys@ugicorp.com

To Purchaser: The School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, FL 32043
Attn: Paul Bement
Telephone: 904-336-6829
Fax: ______________________________
e-mail: paul.bement@myoneclay.net

With a copy to: ________________________________
____
____
Attn: ____________________________
Telephone: _________________________
Fax: _____________________________
e-mail: ___________________________

To Escrow Holder: ___waived___________________
____
____
Attn: ____________________________
Telephone: _________________________
Fax: _____________________________
e-mail: ___________________________

To Title Company: Head, Moss, Fulton,& Griffin
1530 Business Center Dr
Suite 4
Fleming Island, FL 32003
Attn: Erin Sullivan, Esq.
Telephone: (904) 278-8200
e-mail: ___________________________

To Direct Referring Broker: CBRE, Inc.
555 Lancaster Ave, Ste. 120
Radnor, PA 19087
Attn: Scott Gabrielson
Cell: 610-308-5141
e-mail: scott.gabrielsen@cbre.com
Attn: Thomas F. Stone
Cell: 717-439-6561
e-mail: Thomas.Stone@cbre.com

To Local Receiving Seller's Broker: ________________________________
____
____
Attn: ____________________________
Telephone: _________________________
Fax: _____________________________
e-mail: ___________________________

To Purchaser's Broker: Coldwell Banker Vanguard Realty/
The Foreman Team
4371 U.S. Highway 17, Suite 101

Fleming Island, FL 32003
Attn: Deanna Foerman
Telephone: 904-707-0564
Fax: ______________________________
e-mail: deanna@cbvfl.com

20. **Entire Agreement; Governing Law**. This Agreement constitutes the sole and entire agreement between the parties hereto and no amendment or modification of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, excluding the application of any of its conflicts of laws provisions.

21. **Commissions**. Seller warrants and represents to Purchaser, and Purchaser represents and warrants to Seller, that they have not dealt with any real estate broker, sales person, finder or other person entitled to a commission or fee in connection with the purchase and sale transaction contemplated by this Agreement except CBRE and Coldwell Banker Vanguard Realty/The Foreman Team, and each agrees to hold the other harmless from, and indemnify the other against, all damages, claims, losses and liabilities, including reasonable legal fees, broker's commissions or fees, and finder's fees payable in connection with this transaction incurred by the other, arising out of or resulting from the failure of its representation and warranty set forth in this Section.

22. **Confidentiality**. The parties acknowledge that the transaction contemplated herein, including the terms of the transaction and the identity of the parties, is confidential and shall not be disclosed to any person other than to Purchaser's Agents engaged in performing the Work set forth in the Feasibility Period. Purchaser shall inform all of Purchaser's Agents of the confidentiality restrictions imposed by this Agreement and require that they be bound to observe them both before, during, and after the Feasibility Period.

23. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute but one and the same instrument. Counterparts may be delivered by fax or e-mail provided they are followed by the original counterpart pages sent to the other party by regular mail, personal delivery, overnight courier or by registered or certified mail. This Agreement shall become binding only when each party has executed and delivered to the other party(ies) one or more counterparts.

24. **Business Days**. If any date herein set forth for the performance of any obligations of Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. As used herein, the term "legal holiday" means any state or Federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located.

25. **Acceptance and Execution of this Agreement**. This instrument shall become a binding Agreement when the written acceptance or a facsimile (FAX) transmission of such acceptance is actually received from the second party executing this Agreement by the first party executing this Agreement.

This Agreement is accepted this 3rd day of September, 2026 (the "Acceptance Date" or "Execution Date").

[Remainder of Page Intentionally Left Blank]

SELLER:

AMERIGAS PROPANE, L.P.
By: AmeriGas Propane GP, LLC
as its General Partner

By: ______________________________
Name: ______________________________
Title: ______________________________

Legal Approval: ________

Date: ______________________________

PURCHASER:

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: ______________________________
Name: Erin Skipper
Title: School Board Chair

Date: September 3, 2026

Legal Approval: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1, 2 and 3, of ALDEA PARK, Green Cove Springs, according to plat of P.B. Hamilton Subdivision, recorded in Plat Book 1, page 36, public records of Clay County, Florida; also recorded in Plat Book 6, page 37, of said public records.

BEING the same premises granted and conveyed by National Propane Corporation, a Delaware corporation, as successor by merger to the interest of Good Housekeeping Gas Company of Florida, a Florida corporation, as grantor, to National Propane, L.P., a Delaware limited partnership, as grantee, by deed dated June 24, 1996 and recorded July 1, 1996 with the Clay County Clerk of Courts at Book 1609, Page 0952.

AND on August 17, 1999, a Certificate of Amendment was filed with the Delaware Secretary of State changing the name of National Propane, L. P. to Columbia Propane, L. P.

AND on August 22, 2001, a Certificate of Amendment was filed with the Delaware Secretary of State changing the name of Columbia Propane, L.P. to AmeriGas Eagle Propane, L. P.

AND on September 28, 2010, effective on October 1, 2010, a Certificate of Merger was filed with the Delaware Secretary of State merging AmeriGas Eagle Propane, L.P. with and into AmeriGas Propane, L.P.

EXHIBIT B

REQUIREMENTS FOR ENVIRONMENTAL PLAN OF WORK

If Seller permits the Purchaser to conduct a Phase II environmental site assessment ("Phase II Assessment") during the Inspection Period, it shall be subject to the condition that prior to the Purchaser conducting a Phase II Assessment, Purchaser shall submit to Seller for Seller's approval, an environmental plan of work (the "Plan of Work") in connection with the Purchaser's Phase II Assessment. The said Plan of Work shall include the following requirements:

(i) The starting and ending date of the work to be completed;
(ii) The substances that the Phase II Assessment will be testing for;
(iii) Whether soil samples will be collected and if so, the number of samples;
(iv) Whether water samples will be collected and if so, the number of samples;
(v) The parameters that the soil and water samples will be analyzed for;
(vi) A map of the proposed sample locations;
(vii) A limitation of no more than eight (8) boring locations;
(viii) Soil and water samples will be split between Seller and Purchaser;
(ix) Purchaser or the Purchaser's consultant shall have public and private underground utilities located prior to commencing and subsurface exploration activities. Costs to perform underground utility locating shall be the responsibility of Purchaser or Purchaser's consultant;
(x) The requirement that the Seller and/or its environmental consultant shall have the right to be present during all proposed field activities;
(xi) The requirement that the Seller shall be added as an additional insured, to a minimum of $3,000,000.00, on the Purchaser's or the Purchaser's consultant's insurance policy and proof of this requirement to be provided to the Seller prior to the commencement of any work under the Plan of Work;
(xii) Purchaser shall provide Seller with a copy of any and all draft and final versions of any written reports prepared by Purchaser or Purchaser's consultant relating to the Phase II Assessment and Plan of Work;
(xiii) Purchaser or Purchaser's consultant shall restore the property to its original condition upon completion of the work under the Plan of Work.

EXHIBIT C

FORM OF POST-CLOSING SITE ACCESS AGREEMENT

(See Attached)

SITE ACCESS AGREEMENT

THIS SITE ACCESS AGREEMENT (the "Agreement") made this __3rd__ day of __September___, 2026, and effective on ______________ ___, 202_, between AMERIGAS PROPANE, L.P., a Delaware limited partnership, ("AmeriGas") and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA , a Florida public body corporate and politic ("Owner");

WHEREAS, AmeriGas sold the property located at Center Street, City of Green Cove Springs, Clay County, Florida 32043, also known as Parcel 38-06-26-017175-000-00 (the "Property") to Owner on ______________ __, 20__ (the "Closing Date"); and

WHEREAS, AmeriGas needs to gain access to the Property for the purpose of completing its required removal of its propane storage tanks and related equipment and its other personal property from the Property; and

WHEREAS, Owner grants AmeriGas access to the Property to complete its required post-sale Work as defined herein.

NOW THEREFORE, AmeriGas and Owner, for good and valuable consideration, and intending to be legally bound, agree as follows:

1. Owner represents and warrants that it has the authority to enter into this Agreement and grant access rights to the Property as provided herein.

2. Under the Purchase and Sale Agreement dated __September 3,2026, as amended on ______NA_________ __, 20__ (collectively, the "Agreement") for the sale of the Property to Owner, AmeriGas agreed and is required to remove its propane tanks and related equipment and personal property from the Property.

3. As AmeriGas did not complete removal of the above-listed items prior to Closing, Owner hereby grants access to the Property to AmeriGas and its employees, agents, subcontractors, or representatives during normal business hours for the purpose of completing the removal of the propane storage tanks and related equipment and personal property from the Property (the "Work") for a period commencing on the Closing Date and ending no later than NINETY (90) DAYS thereafter.

4. Owner and its employees, agents and representatives shall cooperate with AmeriGas and its employees, agents, subcontractors, and representatives to affect the rights herein granted. AmeriGas and its employees, agents, subcontractors, or representatives shall abide by all Owner safety rules and shall use best efforts to minimize disruption of the Owner's business activities at the Property.

5. AmeriGas represents and warrants that, it will use its best efforts to ensure its employees, agents, subcontractors, independent contractors, and representatives shall perform all Work in accordance with any and all applicable federal, state and local laws; and shall obtain all

required permits, licenses or governmental approvals in connection with such Work. All Work shall be performed by personnel qualified to perform the Work and in accordance with accepted practices, environmental and otherwise.

6. If AmeriGas, during the course of performing the Work, causes debris during removal, it agrees to fully remove the debris from the Property, at its sole cost and expense.

7. AmeriGas shall indemnify and hold Owner harmless for all claims, liabilities, obligations, damages, costs or expenses related to the Work or caused by the acts or omissions of AmeriGas, its agents, servants, contractors, or employees or any other party over whom AmeriGas has control or the right to control except any claims, liabilities, obligations, damages, costs or expenses arising solely from Owner's acts or omissions.

8. AmeriGas has obtained and maintains, at AmeriGas' sole cost and expense, and shall deliver to Seller's attorney evidence of, commercial general liability insurance from an insurer reasonably acceptable to Owner, in the amount of Two Million and No/100 Dollars ($2,000,000.00) combined single limit for personal injury and property damage per occurrence, such policy to name Owner as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by AmeriGas or AmeriGas' employees, agents, independent contractors or representatives in connection with the Work.

9. AmeriGas shall arrange and coordinate all site access to the Property with:
The School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, FL 32043
Attn: Paul Bement
Telephone: _904-336-6829____
e-mail: __paul.bement@myoneclay.net_______

10. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and permitted assigns.

11. This Agreement constitutes the sole and entire agreement between the parties hereto and no amendment or modification of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, excluding the application of any of its conflicts of laws provisions.

12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute but one and the same instrument. Counterparts may be delivered by fax or e-mail provided they are followed by the original counterpart pages sent to the other party by regular mail, personal delivery, overnight

courier or by registered or certified mail. This Agreement shall become binding only when each party has executed and delivered to the other party(ies) one or more counterparts.

[Remainder of page intentionally left blank]

EXECUTED AND DELIVERED the date set forth above.

AMERIGAS:

AMERIGAS PROPANE, L.P.
By: AmeriGas Propane GP, LLC,
Its General Partner

By: ________________________________
Name: ______________________________
Title: ______________________________

Legal Approval: _____

Date: ______________________________

OWNER:

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: ________________________________
Name: ____Erin Skipper_______________
Title: _____School Board Chair_________

Date: ___September 3, 2026_____________