

**OPTION CONTRACT FOR ASSIGNMENT AND ASSUMPTION
OF AGREEMENT FOR SALE AND PURCHASE**

THIS OPTION CONTRACT (the “**Contract**”) is made and entered into by and between **ALACHUA COUNTY, FLORIDA**, a political subdivision of the State of Florida, (the “**County**” or “**Assignee**”), and **VIKING COMPANIES, LLC**, a Florida limited liability company, (“**Viking**” or “**Assignor**”). Collective, the County and Viking shall be referred to herein as the “**Parties**” or individually as a “**Party**”.

Recitals

WHEREAS, Viking, as Purchaser, entered into that certain Agreement for Sale and Purchase dated September 18, 2023 with West End Golf Club, Inc (“**WEGCI**”), as Seller (the “**Initial Agreement**”), as amended by that certain Amendment to Agreement for Sale and Purchase dated October 24, 2023 (the “**First Amendment**”) and that certain Second Amendment to Agreement for Sale and Purchase dated effective January 31, 2024 (the “**Second Amendment**” and collectively with the Initial Agreement and the First Amendment, the “**Agreement**”) for the purchase of the real property identified more particularly in the Agreement and located in Gainesville, Florida commonly known as West End Golf Club (the “**Property**”), a copy of which Agreement is attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, pursuant to the Second Amendment, Viking may assign the Agreement to the County in Viking’s sole and absolute discretion without any further consent required from WEGCI; and

WHEREAS, Viking desires to assign its interest in the Agreement to the County and to grant the County the option to accept said assignment, and the County wishes to assume the Agreement and purchase such assignment and option from Viking; and

WHEREAS, Viking has advanced and expended certain costs and deposits in conjunction with the Agreement; and

WHEREAS, provided that the County elects to exercise its option and closes on the purchase of the Property, the County shall reimburse Viking for such costs as provided in this Contract and shall also pay to Viking an Assignment Fee as consideration for Viking’s time and effort inuring to the benefit of the County in conjunction with Viking’s services to date related to the Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals; Exhibits.** The foregoing Recitals are accurate and, together with the Exhibits attached hereto, are hereby incorporated into this Contract for all purposes.

2. **Option for Assignment and Assumption of Agreement.**

- a. ASSIGNMENT, ASSUMPTION AND GRANT OF OPTION. Viking hereby irrevocably and exclusively grants the County the right to be assigned and to assume all of Viking's rights, title, interest and obligations in, to, and under the Agreement (the "Option"). At and only in the event of the County properly exercising its Option as specified hereunder and provided County is not in default of this Contract, Viking shall then be deemed to have immediately and automatically assigned, conveyed, quit claimed, and transferred to County all of Viking's right, title, interest, and obligations in, to, and under the Agreement and the County shall contemporaneously therewith assume all of Viking's right, title, interest, and obligations in, to, and under the Agreement (the "**Assignment and Assumption**"). The Option may be exercised by no later than June 8, 2024, unless extended by mutual written agreement signed by both Parties ("**Option Period**"). This Contract becomes legally binding upon execution by the Parties (the "**Effective Date**"), but exercise of the Option is subject to approval by the County Manager.
 - b. OPTION TERMS, EXERCISING THE OPTION. The option payment is \$5,000.00 ("**Option Payment**"), which shall be paid by the County to Viking as consideration for this Contract. The County shall remit the Option Payment to Viking within 10 days of the Effective Date. To exercise the Option and complete the assignment and assumption, the County (by, through, and at the discretion of the County Manager) must deliver written Notice of Exercise of Option to Viking pursuant to the notice provisions contained within Paragraph 9 herein prior to the expiration of the Option Period. If the County timely exercises its Option, then the Assignment and Assumption immediately and automatically shall be deemed completed.
3. **Inspections.** Immediately following the Effective Date, Viking hereby authorizes the County to enter the Property to conduct any surveys, surface and subsurface explorations, soil tests, engineering studies, environmental site assessments, and any other inspections of the Property which the County may elect to make ("**Inspections**"). Viking represents and warrants to the County that Viking possesses all powers, authority and rights necessary to grant this access to the County. The County shall return the Property to its existing condition to the extent possible, shall repair any and all damage to the Property that occurs as a result of the County's acts on the Property.
 4. **Evidence of Title and Title Insurance.** During the Option Period, the County shall have the right to obtain a Title Commitment for an ALTA Owner's Title Insurance Policy insuring the marketable title of the Property.
 5. **Survey.** The County has the right to perform and obtain a survey during the Option Period.
 6. **Environmental Site Assessment.** Viking has retained the services of GSE Engineering & Consulting, Inc. ("**GSE**") to perform an environmental site assessment

of the Property pursuant to that certain agreement dated October 3, 2023 attached hereto as **Exhibit "B"**. GSE has identified two areas of concern on the Property that may require remediation or implementation of risk management options. Viking shall direct GSE to deliver to the County all data, information, testing, assessments, evaluations and reports regarding the Property (collectively referred to herein as the "**GSE Reports**"). Viking shall cause GSE to certify all GSE Reports to the County on or before closing subject to the following: GSE will certify and allow Alachua County to rely on the Limited Site Assessment Report (including data and information summarized and referenced therein) with the understanding that Alachua County reliance will be subject to the Terms and Condition so our existing *Agreement for Professional Services Between Alachua County and GSE Engineering & Consulting, Inc. entered into on October 8, 2019 (CONTRACT # 11410)*. Viking also represents and warrants to the County that there is due and owing to GSE \$28,410.00 for all services performed by GSE under the GSE Agreement through the Effective Date of this Contract. In the event that the County exercises its Option under this Contract, then on or before closing, Viking shall cause all of its rights, title, interest and obligations under the GSE Agreement to be assigned to the County, and the County agrees to assume all of Viking's rights, title, interest and obligations therein and, upon such assignment by Viking and Assumption by County, the County shall: (i) pay to GSE \$28,410.00 for all services performed by GSE prior to the Effective Date of this Contract; and (ii) be responsible for all additional services that the County requests GSE to perform under the GSE Agreement.

7. **Closing.** The Parties acknowledge that the Agreement requires the closing to take place no later than July 31, 2024. In the event that the County elects to exercise its Option under this Contract, the County shall use its best efforts to close the purchase of the Property by June 15, 2024; however, the Parties acknowledge and agree that said closing date is contingent upon Seller's approval of said closing date. Viking represents and warrants to the County that Viking has paid to the Seller deposits totaling \$125,000.00 and that the entire \$125,000 is to be credited against the Purchase Price (\$3,800,000.00) pursuant to the Agreement. In the event that the County elects to exercise its Option under this Contract, Viking hereby assigns any interest it may have in said deposits to the County so that the County may receive a credit for the total amount of said deposits from the Seller at closing, and the County shall reimburse Viking for said deposits at closing as set forth in Paragraph 8.c., below.
8. **Additional Payments to Viking.** In the event that the County elects to exercise its Option under this Contract, then at closing the County shall pay the following amounts to Viking:
 - a. \$4,975.00 for an outstanding invoice to Viking Property Services, Inc. for tree removal incurred, advanced or expended by Viking in relation to the Agreement and the Property;
 - b. \$57,000.00 for assignment of the Agreement in recognition of Vikings efforts and services related to the Agreement to date; and

c. \$125,000.00 for reimbursement of the deposits that Viking paid to Seller under the Agreement.

9. **Notices.** Any notice, demand, request, or other communication required or permitted by this Contract or by law shall be in writing, and shall be deemed to be given when (a) delivered in person with signed proof of delivery, (b) delivered by United States certified or registered mail, return receipt requested, postage prepaid, or (c) delivered by a commercial courier service (such as Federal Express), or (d) delivered via e-mail to the following addresses:

As to Viking:

VIKING COMPANIES, LLC
5001 Celebration Pointe Avenue
Suite 180
Gainesville, Florida 32608
Attention: Svein Dyrkolbotn
Telephone: (352) 333-9333
Email: svein@vikingcompanies.org

and

JAMES STOCKMAN, Attorney at Law
5001 Celebration Pointe Avenue
Suite 180
Gainesville, Florida 32608
Telephone: (352) 514-2222
Email: jim@vikingcompanies.org

As to County:

ALACHUA COUNTY BOARD OF COMMISSIONERS
12 SE 1st Street
Gainesville, FL 32601
Attention: Michele Lieberman, County Manager
Telephone: (352) 374-5204
Facsimile: (352) 338-7363
Email: mliberman@alachuacounty.us

and

Public Works Department
5620 NW 120th Lane
Gainesville, Florida 32653
Attention: Perry Peeples
Telephone: (352) 548-1225
Email: cpeeples@alachuacounty.us

- 10. Time is of the Essence.** In all matters relating to this Contract, **TIME IS OF THE ESSENCE.**
- 11. Termination.** In the event that the County does not timely exercise the Option during the Option Period, then this Contract shall immediately and automatically terminate; the Agreement shall not be assigned to the County; Viking shall retain the Option Payment; neither Party shall have any further right, duty or responsibility under this Contract; and neither Party shall be entitled to any damages from the other Party, whatsoever.
- 12. Entire Agreement.** This Contract contains all of the agreements, representations and warranties of the Parties hereto with respect to the Property and supersedes all other discussions, understandings or agreements in respect to the subject matter hereof. All prior discussions, understandings and agreements are merged into this Contract, which alone fully and completely expresses the agreements and understandings of the Parties hereto.
- 13. Applicable Law; Venue.** This Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in Alachua County, Florida.
- 14. Interpretation.** The provisions of this Contract have been carefully and fully negotiated between the Parties, each of which has relatively equal bargaining power. The terms of this Contract are to be construed in accordance with their fair meaning and intent and are not to be construed against either party merely because such Party or its counsel drafted this Contract.
- 15. Counterparts.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. The Parties agree that an electronic version of this Contract shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Contract,

regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Contract or any other document contemplated hereby bearing a manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF the County and Viking have executed this Contract as of the date and year last written below.

ATTEST:

COUNTY:
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

(SEAL)

By: _____
Name: J.K. "Jess" Irby, Esq.
Title: Clerk

By: _____
Name: _____
Title: _____

Approved as to Form

DATE: May __, 2024

Alachua County Attorney

VIKING:
VIKING COMPANIES, LLC,
a Florida limited liability company

By:  _____
Name: Svein H. Dyrkolbotn
Title: Manager

DATE: May 17th, 2024

EXHIBIT A

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE, (the "Agreement") is made between and entered into this 18th day of September, 2023, by and among WEST END GOLF CLUB, INC., a Florida corporation, whose address is 4476 Wellington Drive, Long Grove, Illinois 60047 ("Seller") and VIKING COMPANIES, LLC, a Florida limited liability company, or ASSIGNS, whose address is 5001 Celebration Pointe Avenue, Suite 180, Gainesville, Florida 32608 (hereinafter referred to as "Purchaser") for the property described as follows:

Approximately 75.18 acres +/-, bearing a short legal description of WEST END GOLF COURSE DESC AS PARCEL 2 PER SURVEY BY CHANCE & CAUSSEAUX JOB# 95-110 OR 2105/0819, and tax parcel IDs #04333-001-000 and 04314-000-000, located at 12830 West Newberry Road, Newberry, Florida 32669 (the "Land") together with all easements, licenses, permits, applications, development orders, mitigation rights, and any and all other development rights for the Land or associated with the Land (collectively, the "Property").

1. PURCHASE PRICE AND METHOD OF PAYMENT. Under the terms of this Agreement, Seller hereby agrees to sell and convey to Purchaser and Purchaser agrees to purchase the Property from Seller for a price equal to **THREE MILLION EIGHT HUNDRED THOUSAND AND 00/100 (\$3,800,000.00) DOLLARS** (the "Purchase Price"), which shall be payable as follows:

- a. Initial Deposit of twenty five thousand (\$25,000.00) dollars cash deposit paid by Purchaser within five (5) days of the Effective Date to Escrow Agent, Jonathan Turner of Scruggs & Carmichael, and held in trust as an earnest money deposit (the "Initial Deposit" or "Deposit" as context may require). The Deposit shall be refundable pursuant to Sections 9 and 10 of this Agreement.
- b. Second Deposit of twenty five thousand (\$25,000.00) dollars within two (2) business days following expiration of the Due Diligence Period, unless otherwise extended by agreement among the parties (the "Second Deposit" and together with the Initial Deposit, the "Deposit"). Said Deposit shall be paid in accordance with the same terms and conditions as stated in 1.a immediately above regarding escrow, and refundable only pursuant to Section 10 of this Contract and in the event of Seller default.
- b. Balance to be paid at closing of Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000.00) in cash at closing, subject to adjustment for prorations and as otherwise set forth herein.

2. CONVEYANCE. At the closing and provided that all conditions on Purchaser's part to be performed hereunder as of closing have been satisfied or performed, Seller agrees to convey title to the Property to Purchaser by Warranty Deed, free and clear of all liens or encumbrances. Purchaser shall be given possession of the Property on date of closing.

3. TITLE INSURANCE POLICY. Within five (5) days of the Effective Date (with the "Effective Date" being the date upon which evidence of full execution of this Agreement is received by both Seller and Purchaser), Purchaser shall order, at Purchaser's expense, a title insurance commitment ("Title Insurance Commitment") for issuance at closing of a policy insuring marketability of title from a recognized responsible title insurance company doing business in the area (selected by Purchaser), the cost of which title insurance commitment and policy, including but not limited to search, document preparation, policy premium, and endorsements, shall be borne by Seller.

4. EXAMINATION OF TITLE. Upon receipt of the Title Insurance Commitment, the Purchaser or his Agent shall have five (5) days from receipt of said Title Insurance Commitment within which to examine the Title Insurance Commitment and to signify its willingness to accept the same. If the title is unmarketable or uninsurable, Seller shall have 30 days within which to cure the designated defects in the title that render same unmarketable or uninsurable in the opinion of the Purchaser or his Agent, and Seller hereby agrees to use reasonable diligence in curing said defects. Upon Seller's failure or inability to correct the unmarketability or uninsurability of the title, within the time limit specified, at the option of the Purchaser, Seller shall deliver the title in its existing condition, without adjustment to the Purchase Price. Otherwise, the person holding the herein mentioned Deposit(s) shall return same to the Purchaser upon demand therefor, and all rights and liabilities on the part of the Purchaser arising hereunder shall terminate.

5. LIENS. Seller shall furnish to the Purchaser at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to the Sellers and further attesting that there have been no improvements to the property for ninety (90) days immediately preceding the date of closing which have not been fully paid.

6. SURVEY. If Purchaser wishes to obtain a survey of the Property, the survey will be at Purchaser's sole cost and expense.

7. EXPENSES. Seller shall pay all brokerage fees and costs and expenses to pay off any existing liens or encumbrances on the subject property and pay for all required transfer taxes relating to the Deed and all costs and expenses of title insurance. Purchaser shall pay for the preparation and recording of the Deed of Conveyance as well as all costs and expenses relative to all notes and mortgages procured by Purchaser for the subject property, including preparation, recording, documentary stamps and intangible tax. Each party shall pay its own attorney fees.

8. PRORATIONS. Real Estate ad valorem taxes and other applicable assessments shall be prorated as of the date of closing, unless otherwise specified. The cash required to close this transaction shall be increased or decreased as may be required by the proration of said items. If the amount of taxes and assessments for the current year cannot be ascertained, rates, millages and assessed valuations of the previous year, utilizing the gross amount of taxes due, with known changes, shall be used with due allowance being made for homestead or other exemptions, if allowed for either year. However, tax prorations based on an estimate, or based on inaccurate information may be readjusted subsequent to closing, when so agreed in the closing statement.

9. DUE DILIGENCE. Purchaser shall have until 5:00 P.M. on the 7th day following the Effective Date (the “Due Diligence Period”) within which to enter upon and inspect the Property and to determine if, in its sole discretion, Purchaser wishes to close the transaction contemplated herein. If Purchaser elects on or before expiration of the Due Diligence Period not to proceed with this transaction, for any reason or no reason and in Purchaser’s sole discretion, then Purchaser shall provide Seller with written notice that Purchaser does not intend to proceed with this transaction. If Purchaser provides notice of its intent not to proceed prior to expiration of the Due Diligence Period, all Deposits paid shall be refunded, this Agreement shall terminate and the parties shall be released from any further obligations and liabilities under this Agreement, other than indemnities which expressly survive this Agreement; however, in the event that Purchaser elects to proceed with this Agreement after the expiration of the Due Diligence Period, Purchaser’s Deposit(s) shall only be refundable to Purchaser per Paragraph 10 below.

10. CONDITIONS PRECEDENT TO PURCHASER’S OBLIGATION TO CLOSE. In the event any of the following conditions shall not be met on or before closing Purchaser may, at its option, terminate this Agreement by written notice to Seller and all Deposits actually paid shall be refunded to Purchaser, this Agreement shall be terminated and the parties shall be released from any further obligations and liabilities under this Agreement, or Purchaser may, at its option, waive such conditions and proceed to closing, without diminution in the Purchase Price.

Condition 1. Reps and Warranties. Seller shall certify to Purchaser at closing that all representations and warranties made under this Agreement are true and correct as of the closing.

Condition 2. Complete performance. Seller shall have performed all obligations of Seller provided for herein to be performed prior to the closing.

11. CLOSING DATE.

a. The closing of this transaction shall take place not more than thirty (30) days following the expiration of the Due Diligence Period.

b. In Purchaser’s sole discretion, Purchaser may extend the Closing Date, of right, for two (2) additional periods of thirty (30) days each, for a fee equal to \$50,000.00 for each such extension (“Extension Fee”). The Extension Fee, if any, shall be paid at such time as Purchaser may elect to exercise its right to extend under this Section 11 and shall be paid as an Additional Deposit, applicable to the Purchase Price. Each such Extension Fee shall be non-refundable to Purchaser when paid, subject only to Seller’s default.

12. DOCUMENTS TO BE DELIVERED AT CLOSING:

a. At the closing, Seller shall deliver to Purchaser the following documents fully executed by Seller:

(1). Warranty Deed conveying to Purchaser fee simple title to the Property.

(2). Affidavit of Seller in form reasonably satisfactory to the title

company for elimination of the “gap”, mechanics lien and parties in possession exceptions and satisfy all Schedule B Section 1 Commitment requirements.

(3). Evidence acceptable to Seller’s attorney and the title company that Purchaser is validly formed, in good standing and is authorized to perform its obligation under this Agreement.

(4). A Closing Statement to be executed by both parties.

c. At closing, or such earlier date as required by this Agreement, Purchaser shall deliver to Seller the following documents:

(1). The Survey certified to Seller, Purchaser and the title company, if obtained by Purchaser.

(2). Evidence acceptable to Seller’s attorney and the title company that Purchaser is validly formed, in good standing and is authorized to perform its obligation under this Agreement.

(3). A Closing Statement to be executed by both parties.

13. BROKERAGE. Seller to pay all brokerage and finder’s fees, including a brokerage fee of (2.50%) of the Purchase Price to Celebration Pointe Realty, LLC. Purchaser warrants that no other brokers fees, finder fees or the like are due and owing on the transaction contemplated herein on the Purchaser side of the transaction. Each party shall indemnify, defend and hold the other party harmless of, from and against all claims for brokerage fees or commissions as a result of anyone claiming by, through or under either party.

14. DEFAULT BY PURCHASER. If Purchaser fails to perform this Agreement, the Seller shall have the right and option upon fourteen (14) days written notice to the Purchaser to terminate this Agreement, if Purchaser is unable to cure said failure to perform this Agreement within the fourteen (14) day notice period. In the event Purchaser is unable to cure the failure to perform within the specified time frame, all Deposits paid by the Purchaser, as aforesaid shall be delivered to the Seller as liquidated damages, and the Seller and Purchaser shall be relieved of all further obligations under this Agreement. It is understood that the right to retain such Deposit shall be the sole remedy available to the Seller in the event of such default.

15. DEFAULT BY SELLER. If Seller fails to perform this Agreement, for whatever reason, the Purchaser shall have the right and option upon fourteen (14) days written notice to Seller (except that no notice period shall be required for Seller’s failure to close) specifying the default to (i) terminate this Agreement and receive an immediate refund of all Deposit(s), or (ii) seek specific performance of this Agreement against Seller.

16. TIME FOR ACCEPTANCE. If this Agreement is not executed by all parties hereto on or before September _____, 2023, this offer shall be withdrawn and this Agreement shall be null

and void, unless otherwise agreed in writing by the parties.

17. NOTICES. Any notice required or permitted to be given by either party under this Agreement shall be deemed given when deposited for mailing by a) regular U.S. mail, plus three (3) days, with adequate postage affixed, or b) sent by Federal Express, together with email communication of same on the date of depositing and properly addressed as follows:

As to Seller: WEST END GOLF CLUB, INC.
c/o Peter Min
4476 Wellington Drive
Long Grove, Illinois 60047
Telephone No.: ()
E-Mail: _____

As to Purchaser: VIKING COMPANIES, LLC
5001 Celebration Pointe Avenue, Suite 180
Gainesville, Florida 32608
Attn.: Svein H. Dyrkolbotn
Telephone No.: (352) 333-9333
E-Mail: svein@vikingcompanies.org

And Copy to: JAMES J. STOCKMAN, Attorney at Law
5001 Celebration Pointe Avenue, Suite 180
Gainesville, Florida 32608
Telephone No.: (352) 514-2222
E-Mail: jim@vikingcompanies.org

18. OTHER AGREEMENTS. This Agreement constitutes the entire agreement between the parties, and any changes, amendments, or modifications hereof shall be null and void unless same are reduced to writing and signed by the parties hereto.

19. PERSONS BOUND. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors, and assigns of the parties hereto, as to specific performance of this Agreement and its requirements, but not as to personal liabilities. Whenever used the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

20. ASSIGNMENTS. This Agreement may be assigned by either party without the written agreement of the other party.

21. ATTORNEYS FEES, COSTS. In the event either party hereto should default in the performance of any of the terms and conditions hereof, and it becomes necessary, to place this Agreement in the hands of an attorney for enforcement or suit is brought on same, the substantially non-prevailing party (substantial to be defined as: award of damages in excess of \$5,000.00 or a finding of the court requiring specific performance as to conveyance of the subject property) hereby agrees to pay all costs, charges and expenses of same, including a reasonable attorney's fee

and abstract fees.

22. TYPEWRITTEN OR HANDWRITTEN PROVISIONS. Typewritten or handwritten provisions inserted in this Agreement or attached hereto as Addenda shall control all provisions of this Agreement in conflict herewith, if signed or initialed by both parties their heirs, executors, administrators, successors, or assigns.

23. ESCROW. The Party receiving the deposit(s) is authorized and agrees by acceptance thereof to hold same in escrow and to disburse it at closing in accordance with terms and conditions of this Agreement. In the event he is in doubt as to his duties or liabilities under the provisions of this Agreement, the escrow agent may in his sole discretion, continue to hold the monies which are subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties hereto, or he may deposit all monies then held pursuant to the Contract with the Clerk of the Circuit Court of the County having jurisdiction of the dispute, and upon notifying all parties concerned of such action, all liability on the part of the escrow agent shall fully cease and terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between Purchaser and Seller such agent hereunder, or in the event of any suit wherein escrow agent interpleads the subject matter of this escrow, the escrow agent shall be entitled to recover a reasonable attorney's fee assessed as court costs in favor of the prevailing party. All parties agree the escrow agent shall not be liable to any party or person whomsoever for misdelivery to Purchaser or Seller of monies subject to this escrow, unless such misdelivery shall be due to willful breach of the Contract or gross negligence on the part of the escrow agent.

24. PURCHASER'S CONSENT TO NEW CONTRACTS AFFECTING THE PROPERTY. Seller shall not, after the date of Seller's execution of this Agreement, enter into any lease, amendment of lease, contract or agreement or permit any tenant of the subject property to enter into any sublease, assignment of lease, contract, or agreement pertaining to the subject property without obtaining Purchaser's prior written consent.

25. CONTRACT NOT TO BE RECORDED. This Agreement shall not be recorded by either party.

26. INTENTIONALLY LEFT BLANK.

27. SITE INFORMATION. Seller agrees to provide to Purchaser with copies of any surveys, all documentation relating to soils data and information related thereto, evidence of zoning, and maps delineating wetlands on subject property and any other documents and instruments which are in Seller's possession within five (5) days of the Effective Date of this Agreement.

28. WARRANTY. Seller warrants and represents that he is the owner of record of that certain property described in Exhibit "A" and that Seller has full power, authority and legal right to execute this Agreement and to deliver and perform all provisions herein.

29. TIME OF ESSENCE. Time is of the essence of each and every term, provision and covenant of this Agreement. The expiration of any period of time prescribed in this Agreement

shall occur at 5:00 p.m. on the first business day following the end of the period.


30. EXTENSION OF TIME. Except as otherwise already provided for herein, any extension or adjustment of any date sensitive provision contained in this Agreement, including time to close as contained in Section 11 herein, shall be in writing and with the mutual consent of both parties to the transaction.

31. SPECIAL PROVISION. Purchaser agrees, at Purchasers expense, to cut the grass on the Property in accordance with County requirements during the pendency of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, WEST END GOLF CLUB, INC. as Seller, and VIKING COMPANIES, LLC, or assigns, as Purchaser, have caused this Agreement to be executed and delivered in their names and on their behalf by their duly authorized representatives as indicated below.

SELLER:
WEST END GOLF CLUB, INC,
a Florida corporation

By:  dotloop verified
09/18/23 9:32 AM CDT
ME6Z-CXDW-B05F-HP8C

Name: James Min

Its: Director

PURCHASER:
VIKING COMPANIES, LLC,
a Florida limited liability company

By:  dotloop verified
09/18/23 10:02 EDT

Name: Svein H. Dyrkolbotn

Its: Manager

AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE

THIS AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE (“Amendment”), made this 24th day of October, 2023 by and between West End Golf Club, Inc. (hereinafter described as “Seller”), and Viking Companies, LLC (hereinafter described as “Purchaser”).

WHEREAS, Seller and Purchaser entered into that certain Agreement for Sale and Purchase dated September 18, 2023 (the “Agreement”) for the purchase of the real property located at in Gainesville, Florida commonly known as West End Golf Club (the “Property”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and the exchange of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Extension of Closing Date.** In consideration for payment by Purchaser of an Additional Deposit of \$25,000.00 within five (5) days of the full execution of this Amendment by all parties hereto, the parties agree that Paragraph 11.a. of the Agreement shall be deleted in its entirety and replaced with the following;

“11. **CLOSING DATE.**

a. The closing of this transaction shall take place not later than December 31, 2023.”

2. **Release of all paid Deposits.** The parties agree to release (or cause to be released) to Seller all paid Deposits, specifically the Initial Deposit, the Second Deposit and the Additional Deposit paid pursuant to Paragraph 1 hereinabove, within five (5) days of the full execution of this Amendment by all parties hereto. Notwithstanding release to Seller, the characteristics of the of the Initial Deposit, the Second Deposit and the Additional Deposit as to applicability to the Purchase Price and refundability shall remain unchanged as originally set forth in the Agreement.

3. **Modification of Extension Fees.** The parties agree to modify Paragraph 11.b. of the Agreement to reflect that, in the event that Purchaser exercises its right to extend the Closing Date under the Agreement, the first Extension Fee shall be \$25,000.00 and the subsequent Extension Fee, if an extension is exercised, shall be \$50,000.00.

4. This Amendment shall become effective and binding on the parties only in the event it shall be executed by all of the parties hereto.

5. Seller and Purchaser acknowledge and agree that the Agreement remains in full force and effect without modification except as provided herein in this Agreement.


6. The execution and exchange of duplicates of this Amendment in counterparts and by use of facsimile or PDF/email transmitted signatures shall have the same effect as if originally executed duplicates were exchanged.

7. Seller and Purchaser acknowledge and agree that this Amendment expresses the full and complete agreement between Seller and Purchaser regarding the modification of the Agreement and that any and all oral or written communications regarding the modification of the Agreement between the date of execution of the Agreement and the date hereof are merged herein.

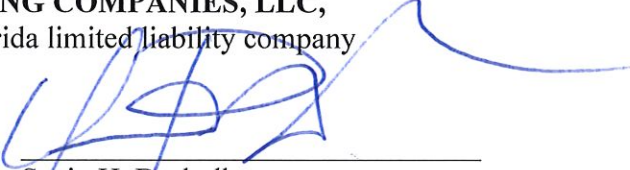
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, WEST END GOLF CLUB, INC. as Seller, and VIKING COMPANIES, LLC, or assigns, as Purchaser, have caused this Amendment to be executed and delivered in their names and on their behalf by their duly authorized representatives as indicated below.

SELLER:
WEST END GOLF CLUB, INC,
a Florida corporation

By:  dotloop verified
10/24/23 2:28 PM CDT
NEDV-UPHE-6U5R-BZV0
Name: James Min
Its: Director

PURCHASER:
VIKING COMPANIES, LLC,
a Florida limited liability company

By: 
Name: Svein H. Dyrkolbotn
Its: Manager

**SECOND AMENDMENT TO
AGREEMENT FOR SALE AND PURCHASE**

THIS SECOND AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE (“Amendment”), made effective this 31st day of January, 2024 by and between West End Golf Club, Inc. (hereinafter described as “Seller”), and Viking Companies, LLC (hereinafter described as “Purchaser”).

WHEREAS, Seller and Purchaser entered into that certain Agreement for Sale and Purchase dated September 18, 2023, as amended by that certain Amendment to Agreement for Sale and Purchase dated October 24, 2023 (collectively, the “Agreement”) for the purchase of the real property located at in Gainesville, Florida commonly known as West End Golf Club (the “Property”), and

WHEREAS, Seller and Purchaser are interested in working together on a joint venture for the development of the Property that will be in the mutual best interest of the parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and the exchange of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Extension of Closing Date.** In consideration for payment by Purchaser of an Additional Deposit of \$25,000.00 within five (5) business days of the full execution of this Amendment by all parties hereto, the parties agree that Paragraph 11.a. of the Agreement shall be deleted in its entirety and replaced with the following;

“11. **CLOSING DATE.**

a. The closing of this transaction shall take place not later than July 31, 2024.”

2. **Release of Additional Deposit.** The parties agree to release (or cause to be released) to Seller the Additional Deposit paid pursuant to this Amendment. Notwithstanding release to Seller, the characteristics of the of the Initial Deposit, the Second Deposit and all Additional Deposits as to applicability to the Purchase Price and refundability shall remain unchanged as originally set forth in the Agreement.

3. **Assignment.** Seller and Purchaser agree that Purchaser may assign this Agreement to Alachua County (or its designee), in its sole and absolute discretion, without further consent or approval.

4. This Amendment shall become effective and binding on the parties only in the event it shall be executed by all of the parties hereto.

5. Seller and Purchaser acknowledge and agree that the Agreement remains in full force and effect without modification except as provided herein in this Agreement.

6. The execution and exchange of duplicates of this Amendment in counterparts and by use of facsimile or PDF/email transmitted signatures shall have the same effect as if originally executed duplicates were exchanged.

7. Seller and Purchaser acknowledge and agree that this Amendment expresses the full and complete agreement between Seller and Purchaser regarding the modification of the Agreement and that any and all oral or written communications regarding the modification of the Agreement between the date of execution of the Agreement and the date hereof are merged herein.

IN WITNESS WHEREOF, WEST END GOLF CLUB, INC. as Seller, and VIKING COMPANIES, LLC, or assigns, as Purchaser, have caused this Amendment to be executed and delivered in their names and on their behalf by their duly authorized representatives as indicated below.

SELLER:
WEST END GOLF CLUB, INC,
a Florida corporation

By:

<i>James Min</i>	dotloop verified 03/25/24 7:07 PM CDT FKK3-YEAT-MSWS-VROZ
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Name: James Min
Its: Director

PURCHASER:
VIKING COMPANIES, LLC,
a Florida limited liability company

By:

<i>Svein Dyrkolbotn</i>	dotloop verified 03/26/24 9:34 AM EDT 9MWK-H8XE-OVTB-MOTP
-------------------------	---

Name: Svein H. Dyrkolbotn
Its: Manager



October 3, 2023

Svein Dyrkolbotn
Viking Development, Inc.
5001 Celebration Pointe Avenue, Suite 180
Gainesville, Florida 32608

Proposal for Supplemental Environmental Services
West End Golf Course
Newberry, Alachua County, Florida
GSE Proposal No. 2023-372C

GSE Engineering & Consulting, Inc. (GSE) is pleased to present this proposal for providing supplemental environmental services for the subject site in Newberry, Alachua County, Florida.

The remainder proposal outlines background information, presents our proposed scope of services, and includes a schedule, authorization instructions, and our fees for providing these services.

BACKGROUND INFORMATION

The approximately 75.07-acre subject site is generally located along the north side of W Newberry Road (SR 26) in Gainesville, Florida. The listed address for the site is 12830 W Newberry Road. The Alachua County Property Appraiser (ACPA) identifies the subject site as including Parcel Nos. 04333-001-000 and 04314-000-000. The site is an abandoned golf course with a clubhouse and maintenance area.

You are considering purchasing and developing the subject site. Passive and active recreation will represent the majority of proposed improvements. In addition, commercial and municipal development may occur on portions of the site. You shared a preliminary site plan for the proposed site improvement.

GSE was previously retained by Concept Development, Inc. to conduct a Phase I Environmental Site Assessment (Phase I ESA) for the subject site. Our findings were summarized in our *Report of Phase I & II Environmental Site Assessment* dated September 6, 2023 (GSE Project No. 16133). We understand that you were furnished with a copy of the report. GSE contacted Concept Development, Inc. and confirmed GSE can discuss the report findings, and provide additional services on your behalf.

Multiple potential recognized environmental conditions (RECs) were identified related to former storage, operational, and mix/load areas for agrochemicals and other chemicals and petroleum products. Based on the Phase I ESA findings, GSE implemented a soil and groundwater sampling program (Phase II ESA) to further characterize concerns related to the identified potential RECs.

GSE Engineering & Consulting, Inc.
5590 SW 64th Street, Suite B
Gainesville, Florida 32608
352-377-3233 Phone ♦ 352-377-0335 Fax
www.gseengineering.com

Identified concerns include a former aboveground storage tank (AST) area consisting of two pole barns located in the maintenance area near the approximate center of the site. Regulatory record review indicates the pole barns were used to store used oil drums and three ASTs ranging in size from 110 to 250 gallons.

A former pesticide storage and mix-loading area consisting of a shed, concrete pad, sink, and overhead pivoting water discharge pipe was also identified in the maintenance area. An apparent underground drainage system connected to a utility sink was observed on the north side of the maintenance garage. The underground drainage system is interpreted to have possibly received industrial discharges from the utility sink.

A separate former golf cart storage pole barn was identified on the southwestern portion of the site. It is expected that the golf carts and equipment were washed in this area.

The soil analysis identified concentrations of Dieldrin exceeding the State default residential Soil Cleanup Target Level (SCTLs) and Arsenic exceeding the residential and commercial/industrial SCTLs in the near-surface soils in the vicinity of the former pesticide storage and mix-loading area. Benzo(a)pyrene and Total Benzo(a)pyrene Equivalents were also detected exceeding their respective commercial/industrial SCTLs in the near-surface soils in the vicinity of the former golf cart storage pole barn. The groundwater sampling program did not identify target constituents exceeding State default Groundwater Cleanup Target Levels.

PURPOSE AND APPROACH

The supplemental environmental services are intended to further characterize and evaluate the extent of the identified soil impacts. Hand auger soil borings will be advanced in a grid pattern surrounding the identified soil impacts to further characterize the extent and implications of the impacts. Samples will be collected for laboratory analysis primarily targeting the near-surface soils.

It is the intent to further characterize the extent of soil impact identified by the Phase II ESA. This assessment may not define the vertical and lateral extent of the impact. The intent is to establish if the identified condition is limited in extent or widespread. Once this has been determined, additional decisions related to fully characterizing the extent of the impact can be made. It is conceivable that areas may be delineated through this assessment, but this is not the intent of the supplemental program.

PROPOSED SCOPE OF SERVICES

The following scope of services was developed considering the presented purpose and approach. The services are presented as Tasks 1 through 3.

Task 1 – Former Pesticide Storage & Mix-Loading Area

- Clear utilities at the site through Sunshine One Call.
- Mobilize to the site with manual drilling equipment. Up to three (3) days of field services are included.
- Advance up to thirty-five (35) borings up to 6 feet below land surface (bls) in a grid pattern surrounding the identified soil impacts in the Former Pesticide Storage and Mix-Loading Area.

- Collect representative samples from each boring at the 0-0.5, 0.5-2, and 2-4 feet depth intervals. Additionally collect samples at the 4-6 feet depth interval in the original boring locations where soil impacts were identified (DP-7 & DP-11). In total, up to 110 samples will be collected for laboratory analysis.
- The collected samples will be laboratory analyzed for Organochlorine Pesticides (EPA Method 8081), and Arsenic (EPA Method 6010).

Task 2 – Former Golf Cart Storage Pole Barn

- Advance up to nine (9) borings up to 4 feet below land surface (bls)) in a grid pattern surrounding the identified soil impacts in the Former Golf Cart Storage Pole Barn.
- Collect representative samples from each boring at the 0-0.5 and 0.5-2 feet depth intervals. Additionally collect a sample at the 2-4 feet depth interval at the original boring location where soil impacts were identified (DP-13). In total, up to 20 samples will be collected for laboratory analysis.
- The collected samples will be laboratory analyzed for polycyclic aromatic hydrocarbons (PAHs) via EPA Test Method 8270.

Task 3 – Reporting and Project Management

- Schedule and coordinate field and laboratory services.
- Compare test results to State of Florida regulatory standards and guidelines (Chapter 62-777 Florida Administrative Code).
- Prepare a written summary outlining the scope of services, findings, conclusions, and implications of the findings.

Our services will be provided under the direction of Professional Engineers registered in the State of Florida.

SCHEDULE

Based on our current schedule, we anticipate the field services can be completed within three weeks of authorization. The laboratory services will be completed within an additional three weeks of collecting the samples. The final report will follow within one to two weeks of receiving the test results.

We anticipate these services can be completed within 6 to 8 weeks of authorization. Verbal confirmation of our findings can be provided upon receiving and reviewing the laboratory test results. **Should this schedule not meet your needs, please contact us so we may attempt to accommodate your time constraints.**

FEE

The proposed scope of services can be completed for the following fee:

Field Services	\$ 8,050
Laboratory Services	\$ 17,350
Reporting and Project Management	\$ 4,100
TOTAL FEE	\$ 29,500

Should there be a reduction in the actual field and laboratory effort considering actual findings, a credit would be provided for field and laboratory services not conducted. Should additional services be required, these could be provided as an addendum to this proposal. We will not exceed our fee without your prior authorization for an increase in our scope of services.

AUTHORIZATION

To formally authorize us to proceed with this project and to complete our files, please execute and return to us a copy of the attached Professional Services Agreement.

CLOSURE

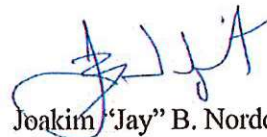
We appreciate the opportunity to assist you with this important matter. If you have any questions, or if we can provide any additional information, please contact us.

Sincerely,

GSE Engineering & Consulting, Inc.



Collin P. Goodwin, E.I.
Staff Engineer



Joakim "Jay" B. Nordqvist, P.E.
Principal Engineer

CPG/JBN:lf
Q:\Proposals\2023 Proposals\2023-372C West End Golf Course\2023-372C Supplemental Environmental Services Proposal.doc

Attachment: Professional Services Agreement (1)

Distribution: Addressee (1)
Paige Stockman, Viking Development, Inc. (1)
Tom Witkowski, Celebration Pointe Holdings LLC (1)
File (1)



Please sign, date, and return this service agreement to our office by:

- Fax (352) 377-0335
- Email admin@gseengineering.com

Professional Service Agreement

Section I.

THIS AGREEMENT made and entered into by and between GSE Engineering & Consulting, Inc. (GSE) and the Client identified herein, provides for professional services described under the attached Proposal No. 2023-372C dated October 3, 2023, and under the terms of Section II of this agreement.

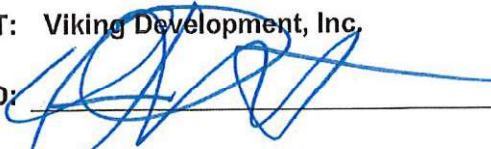
CLIENT	ACCOUNTS PAYABLE
Viking Development, Inc.	Firm
5001 Celebration Pointe Avenue,	Address
Suite 180	City/State
Gainesville, Florida 32608	
CONTACT PERSON	CONTACT PERSON
Svein Dyrkolbotn	
Phone 352-333-9333	Phone
Cell 352-258-1572	Fax
E-mail svein@vikingcompanies.org	E-mail

PROJECT (NAME and/or DESCRIPTION): Proposal for Supplemental Environmental Services
West End Golf Course
Newberry, Alachua County, Florida

GSE agrees to perform the professional services set forth in the Proposals attached hereto and made a part of the AGREEMENT hereof, in accordance with Section II, STANDARD PROVISIONS expressed herein.

PAYMENT TERMS: All invoices are payable upon receipt. Interest at the rate of 18% per annum shall accrue on all unpaid invoices (or portion thereof) from their due date. GSE Engineering & Consulting, Inc. shall be entitled to recover its attorney's fees and costs incurred in the collection of all sums due, regardless of whether a suit to collect such sums is filed. The sole and exclusive venue for any and all actions by and between the parties shall be Alachua County, Florida, unless a different venue is required by statute. The parties hereby expressly waive the right to trial by jury in any and all such actions.

IN WITNESS WHEREOF, this AGREEMENT is accepted on the date written above.

CLIENT: Viking Development, Inc.	GSE Engineering & Consulting, Inc.
SIGNED: 	SIGNED: _____
PRINT: Svein Dyrkolbotn	PRINT: Kenneth L. Hill, P.E.
TITLE: Principal	TITLE: Principal Engineer
DATE: _____	DATE: _____

Please sign, date, and return this service agreement to our office by:
Email admin@gseengineering.com or Fax (352) 377-0335

Section II. STANDARD PROVISIONS

- A. **GENERAL PROVISIONS:** The Client's execution of the AGREEMENT authorizes GSE to perform all the professional services in the AGREEMENT unless otherwise noted in writing in the AGREEMENT or modified by written change order executed by GSE and the Client.
- B. **SITE ACCESS:** The Client shall provide GSE free access to the Project Site for all equipment and personnel necessary for GSE to perform the work set forth in this Agreement. The Client will notify any and all possessors of the Project Site that the Client has granted GSE and its' subconsultants free access to the site. GSE will take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment, but it is understood by the Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the proposal and Client expressly releases GSE of liability for any damage to the site and agrees that GSE will not be responsible for the cost of restoring the site to its original condition. If the Client desires or requires GSE to restore the site to its original condition, then upon written request and agreement by Client to pay the cost thereof, GSE will perform such additional work as is necessary to repair damage to the site caused by its work or the use of its equipment.
- C. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and services performed by GSE or others to be timely and properly performed in accordance with the plans, specifications, and contract documents, and GSE's recommendations. GSE shall not be liable for any claims for loss, damage, or injury by Client or any third party unless all tests and inspections have been so performed and unless GSE's recommendations have been followed by Client. In the event that all such test and inspections are not so performed or GSE's recommendations are not so followed, Client agrees to indemnify, defend and hold GSE, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees arising out of the failure to perform such test and inspections or to follow GSE's recommendations except to the extent that such failure is the result of the gross negligence, willful or wanton act or omission of GSE, its officers, agents or employees.
- D. **DAMAGE TO EXISTING MAN-MADE OBJECTS:** The Client will provide the location of underground utilities or obstructions to GSE who, in the execution of this work, will take precaution to avoid damage or injury to any such subterranean structure or utility. Client agrees to hold GSE harmless for any damages to subterranean structures which are not called to GSE's attention and correctly shown on the plans furnished and will reimburse GSE for any expenses in connection with any claims or suits including reasonable attorney fees.
- E. **STANDARD OF CARE:** The Client recognized that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GSE will be based solely on information available to GSE. GSE is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- Services performed by GSE under this Agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering.
- F. **SAMPLE DISPOSAL:** GSE will dispose of all remaining soil and rock samples 60 days after submission of the report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- G. **RESPONSIBILITY:** If, under this AGREEMENT, professional services are provided during the construction phase of the project, GSE shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall GSE be responsible for the contractor's failure to carry out the work in accordance with the Contract Documents or for a contractor's failure to comply with applicable laws, ordinances, rules or regulations.
- H. **ASSIGNMENT:** Neither the Client nor GSE will assign or transfer its interest in this AGREEMENT without the written consent of the other.
- I. **INFORMATION PROVIDED BY OTHERS:** The Client agrees to promptly provide GSE all information, whether written or otherwise, with respect to the Project which might reasonably be pertinent or necessary to enable GSE to satisfactorily perform its services hereunder. The Client assumes full responsibility for the accuracy of any information supplied to GSE by the Client, as it is not within GSE's SCOPE OF SERVICES to check or verify said accuracy, and the Client shall not hold GSE responsible for the accuracy of any information furnished by the Client.
- J. **DOCUMENTS:** All original sketches, tracings, drawings, computations, details, design calculations, logs, reports, and other documents and/or plans that result from GSE's services under this AGREEMENT are and remain the property of GSE as instruments of service. Where such documents are required to be filed with governmental agencies, GSE will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification shall be at the Client's or others' sole risk without liability or legal consequences to GSE unless approved in writing by GSE, prior to such reuse.

- K. TIME LIMITATION FOR ACCEPTANCE:** This AGREEMENT is offered to the Client in good faith, and GSE warrants this is a valid contract if executed by the Client and received by GSE within thirty (30) days of the date this document is delivered to the Client.
- L. INVOICE PROCEDURES AND PAYMENT**
- L.1.** Invoices for all work accomplished and reimbursable expenses during each calendar month shall be submitted to the Client. Monthly invoices shall include the portion of the fee earned for the month based on services performed, as determined by GSE, and any charges for reimbursable costs.
- L.2.** Reimbursable costs include fees of professional associates/subconsultants and out-of-pocket expenses. These reimbursable costs shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice.
- L.3.** Typical out-of-pocket expenses include but are not limited to travel expenses (lodging, meals, etc.), job-related mileage at the prevailing company rate, long distance telephone calls, courier, printing, and reproduction costs.
- L.4.** **PAYMENT TERMS:** *All invoices are payable upon receipt.* Interest at the rate of 18% per annum shall accrue on all unpaid invoices (or portion thereof) from their due date. GSE Engineering & Consulting, Inc. shall be entitled to recover its attorney's fees and costs incurred in the collection of all sums due, regardless of whether a suit to collect such sums is filed. The sole and exclusive venue for any and all actions by and between the parties shall be Alachua County, Florida, unless a different venue is required by statute. *The parties hereby expressly waive the right to trial by jury in any and all such actions.*
- L.5.** GSE reserves the right to suspend all services on the Project without notice if an invoice remains unpaid 45 days after the date of the invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.
- M. ATTORNEY'S FEES:** In the event of any litigation arising from or related to the services provided under this AGREEMENT, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and their related expenses.
- N. DELAYS:** GSE is not responsible for delays caused by factors beyond GSE's reasonable control, including but not limited to delays because of accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove GSE services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond GSE's reasonable control occur, the Client agrees that GSE is not responsible for damages, nor shall GSE be deemed to be in default of this AGREEMENT. If GSE is required to delay commencement of the work, or if, upon embarking upon its work, GSE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the exclusive reasonable control of GSE, additional charges will be applicable and payable by Client.
- O. LIMIT OF LIABILITY**
- O.1.** The limit of liability of GSE to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this AGREEMENT.
- O.2.** In no event shall GSE be liable for any incidental or consequential damages by the Client in connection with the Project.
- O.3.** GSE is not responsible for accuracy or validity of information obtained from others and utilized in the services provided under this AGREEMENT.
- P. MEDIATION:** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to arbitration or a judicial forum. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this AGREEMENT and all subcontracts executed by GSE.
- Q. DISCOVERY OF UNANTICIPATED HAZARDOUS WASTES, MATERIALS OR SUBSTANCES:** GSE and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GSE and Client also agree the discovery of unanticipated hazardous materials may make it necessary for GSE to take immediate measures to protect health and safety. Client agrees to compensate GSE for any time spent and expense incurred by GSE to protect employees and the public's health and safety. GSE agrees to notify Client as soon as practical should unanticipated hazardous materials or suspected hazardous materials be encountered. In addition, Client waives any claim against GSE and agrees to defend, indemnify and save GSE harmless from any claim or liability for injury or loss arising from GSE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate GSE for any time spent and expense incurred by GSE in defense of any such claim, with such compensation to be based upon GSE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.
- R. GOVERNING LAW:** This AGREEMENT shall be governed by and construed according to the laws of the State of Florida.
- S. INSURANCE:** GSE shall carry general liability insurance and professional liability insurance.

T. PERMITTING

- T.1. In cases where the SCOPE OF SERVICES requires GSE to submit, on behalf of the Client, a permit application and/or request for approval by a third party to this contract, GSE does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by GSE is not contingent upon the successful acquisition of these permits.
- T.2. Permitting services do not include special studies, special research, special testing, or special documentation not normally required for this type of project. GSE may provide such special services as Additional Services as authorized by the Client.
- T.3. The Client shall pay for any regulatory agency review fees, application fees, permit fees, impact fees, or other fees and charges imposed by a regulatory agency or governmental entity.

U. ADDITIONAL SERVICES

- U.1. GSE shall not be required to perform any services not specifically included in the AGREEMENT unless requested by the Client and agreed to by GSE in writing (such services to be hereinafter referred to as "Additional Services"). In addition, the Client authorizes GSE to perform additional services, for which GSE will be compensated in accordance with the AGREEMENT, which become necessary or required due to (a) emergencies, errors or action by the Client and/or the Client's agents including but not limited to the Client's other consultants, (b) and changes in the laws, rules, regulations, policies, or ordinances of any governing body or any governmental entity having jurisdiction over the Project or GSE, (c) any causes beyond GSE's control, and (d) cause which, at GSE's sole discretion, require that Additional Services be performed under circumstances where the Client's prior express authorization cannot be obtained. In the event GSE performs such Additional Services, GSE will notify the Client as soon as practical of the necessity and inception of the services.
- U.2. It is understood and agreed that services under this AGREEMENT do not include participation, whatsoever, in any litigation.

- V. **TERMINATION:** This Agreement may be terminated by either party by 7 days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, GSE will be paid for work satisfactorily completed up to date of termination plus reasonable termination expenses including but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

- W. **INDEMNIFICATION:** Subconsultant shall indemnify and hold harmless the Engineer and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Subconsultant and other persons employed or utilized by the Subconsultant in the performance of the agreement. Subconsultant is not obligated to indemnify Engineer for the Engineer's own negligence.

Pursuant to Section 558.0035, Florida Statutes, an individual employee, or agent may not be held individually liable for negligence.