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**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

4/16/2024

BCC MEETING DATE

TO: Joy Andrews, County Administrator

DATE: March 13, 2024

**FROM: Corey Bowens, Director Land Management & Lex Taylor,
Deputy County Attorney**

PHONE: 904 209-0806

**SUBJECT OR TITLE: Purchase and Sales Agreement for World Golf Foundation, Inc. real property and
improvements and Lease Back Agreement for a portion of real property to PGA Tour, Inc.**

AGENDA TYPE: Business Item, Contract, Resolution

BACKGROUND INFORMATION:

In June 2023, the World Golf Foundation notified St. Johns County (SJC) of its intention to move the World Golf Hall of Fame and the World Golf Hall of Fame IMAX theater out of the World Golf Village, and to relocate the PGA Tour Productions to a new building on the Global Home Campus. These departures and relocations provide a turning point for the SJC community, offering a unique opportunity to shape the development of these properties that align with the community’s vision and needs. The Foundation owns the PGA Tour Production building and leases to the PGA Tour, Inc. and owns all of the parking area, common area, and other improvements within the core of the World Golf Village. The County requested two appraisals for the real property which are attached as exhibits. The average appraised value from the two appraisals is \$5,297,500.00. The Foundation has agreed to a purchase price of \$5,297,500.00 for the real property and \$202,500 for the inventory in the Hall of Fame, IMAX Theater and the PGA Tour Production Building and the World Golf Village Marks for a total purchase price of \$5,500,000.00. The negotiated purchase price complies with Ordinance No. 2011-17. Estimated cost for property closing is estimated at \$50,000. Total funding requirement is \$5,550,000. This Agreement also is a negotiated agreement to terminate the Tourist Development Agreement dated November 26, 1991 and the Ground Lease for the Hall of Fame dated May 10, 1995 with the World Golf Foundation providing a clear title to the County for the Hall of Fame. PGA Tour, Inc. and World Golf Foundation, Inc. has also requested to lease back the Tour Production Building until March 2025 to facilitate an efficient move of the production group to their new headquarters at TPC in Ponte Vedra. Attached is a Ground Lease for consideration which includes an agreement with the Foundation to continue to operate the IMAX Theater and the responsibility to maintain the common space through the Property Owners Association until March 2025. The County will be responsible for the insurance costs for the property as part of the agreement. The recommendation for funding includes the reallocation of \$2 million in American Rescue Plan Act Funding and \$2 million from the 2019 Capital Improvements Fund approved for the construction of a library.

1. IS FUNDING REQUIRED? Yes

2. IF YES, INDICATE IF BUDGETED. No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: \$2.0 million from American Rescue Plan Act Funds \$2.0 million from 2019 Capital Improvement Fund \$1.55 million from Public Building Impact Fees

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2024-_____ authorizing the County Administrator or Designee to execute the Purchase and Sale Agreement,
Motion to adopt Resolution 2024-_____ authorizing the County Administrator or Designee to execute the Ground Lease,
Motion to authorize the use of \$1,550,000 from Public Building Impact Fee Reserves to execute the Purchase and Sale Agreement.

For Administration Use Only:

Legal: Lex Taylor 4/8/2024

OMB: JDD 4/8/2024

Admin: Colin Groff 4/8/2024

RESOLUTION NO. 2024-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A PURCHASE AND AGREEMENT FOR THE ACQUISITION OF PROPERTY LOCATED AT THE WORLD GOLF VILLAGE AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, the County is desirous of purchasing certain real property and improvements, shown around the Hall of Fame, owned by the World Golf Foundation, Inc. (hereafter “WGF”) and WGF is desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, the County is desirous of purchasing from WGF all right, title and interest of WGF in the machinery, equipment, fixtures, furniture, office equipment, and other tangible personal property identified in the Inventory; and

WHEREAS, the County is desirous of purchasing from WGF all right title and interest of WGF to the intellectual property for the “World Golf Village”, “King and the Bear” Golf Course, and the “Slammer and Squire” Golf Course, including without limitation, all trademarks, service marks, trade dress, logos, trade names, and corporate names together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (collectively, “**WGV Marks**” and together with the Real Property and Inventory, the “**Property**”); and

WHEREAS, it is in the public interest for the County to acquire fee simple ownership of the Property; and

WHEREAS, WGV or PGA TOUR, Inc. (the “**TOUR**”), and County previously executed: (i) that certain Tourist Development Agreement dated November 26, 1991 (as amended October 17, 1996 and June 29, 2017)(the “**TDA**”); and (ii) that certain Ground Lease dated May 10, 1995, as recorded in OR Book 1108, Page 1434 of the Public Records of St. Johns County, Florida, as amended July 24, 1996 (collectively, the “**Ground Lease**”), whereby County leased to WGF the “**Facility Site**” (as defined in the Ground Lease) for the construction and operation of a Hall of Fame building and IMAX Theater; and

WHEREAS, pursuant to the Ground Lease, upon expiration or sooner termination of the Ground Lease, title to all improvements constructed by WGF within the Facility Site, including the Hall of Fame building and IMAX Theater, revert back to County; and

WHEREAS, WGF has vacated the Hall of Fame building located within the Facility Site but, at the request of County, has continued to operate the IMAX Theater within the Facility Site until such time as the Ground Lease is terminated; and

WHEREAS, in connection with this Agreement, the parties hereby agree to terminate the TDA and Ground Lease at the execution of this Agreement; and

WHEREAS, PGA Tour's landlord sold the Premises to County on or around the Effective Date and, in connection with such sale, PGA Tour retained the right to continue working out of the Premises in accordance with the terms and conditions of this Lease until construction is complete on its new building which is projected to occur on or before March 31, 2025.

WHEREAS, County is desirous that the IMAX theater remains in operation in a substantially similar manner as prior to the Effective Date.

WHEREAS, the WGF's tenant, the PGA TOUR, is desirous of continuing to use a portion of the Property, as more particularly described in *Exhibit "D"*, for the operation of its broadcast operations (the "**PGATE Property**") until on or about March 31, 2025, when the WGF's new broadcast facility is expected to be completed, and, in connection therewith, as additional consideration, County agrees to grant the PGA TOUR a lease of the PGATE Property pursuant to that certain Lease Back Agreement, attached hereto as *Exhibit "E"* (the "**Lease Back Agreement**").

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms and conditions of the Purchase and Sale Agreement and authorizes the County Administrator, or designee, to execute the Agreements on behalf of the County and move forward to close the transaction.

Section 3. The Clerk is instructed to file the original Purchase and Sale Agreement in the public records of St. Johns County, Florida.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

{The remainder of this page was intentionally left blank. Signatures to follow.}

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this ____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: _____
Sarah Arnold, Chair

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and effective as of _____, 2024 (“**Effective Date**”), by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (“**Buyer**”) and **WORLD GOLF FOUNDATION, INC.**, a Florida not-for-profit corporation (“**Seller**”), whose address is 1 World Golf Place, St. Augustine, Florida 32092-2724.

WITNESSETH:

WHEREAS, the County is desirous of purchasing certain real property and improvements, shown in *Exhibit “A”* (the “**Real Property**”), owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, the County is desirous of purchasing from Seller all right, title and interest of Seller in the machinery, equipment, fixtures, furniture, office equipment, and other tangible personal property identified on *Exhibit “B”* (collectively “**Inventory**”);

WHEREAS, the County is desirous of purchasing from Seller all right title and interest of Seller to the intellectual property for the “World Golf Village”, “King and the Bear” Golf Course, and the “Slammer and Squire” Golf Course as identified in *Exhibit “C”*, including without limitation, all trademarks, service marks, trade dress, logos, trade names, and corporate names together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (collectively, “**WGV Marks**” and together with the Real Property and Inventory, the “**Property**”); and

WHEREAS, it is in the public interest for the Buyer to acquire fee simple ownership of the Property; and

WHEREAS, Seller or PGA TOUR, Inc. (the “**TOUR**”), and Buyer previously executed: (i) that certain Tourist Development Agreement dated November 26, 1991 (as amended October 17, 1996 and June 29, 2017)(the “**TDA**”); and (ii) that certain Ground Lease dated May 10, 1995, as recorded in OR Book 1108, Page 1434 of the Public Records of St. Johns County, Florida, as amended July 24, 1996 (collectively, the “**Ground Lease**”), whereby Buyer leased to Seller the “**Facility Site**” (as defined in the Ground Lease) for the construction and operation of a Hall of Fame building and IMAX Theater; and

WHEREAS, pursuant to the Ground Lease, upon expiration or sooner termination of the Ground Lease, title to all improvements constructed by Seller within the Facility Site, including the Hall of Fame building and IMAX Theater, revert back to Buyer; and

WHEREAS, Seller has vacated the Hall of Fame building located within the Facility Site but, at the request of Buyer, has continued to operate the IMAX Theater within the Facility Site until such time as the Ground Lease is terminated; and

WHEREAS, in connection with this Agreement, the parties hereby agree to terminate the TDA and Ground Lease at the execution of this Agreement; and

WHEREAS, the Seller's tenant, the TOUR, is desirous of continuing to use a portion of the Property, as more particularly described in *Exhibit "D"*, for the operation of its broadcast operations (the "**PGATE Property**") until on or about March 31, 2025, when the Seller's new broadcast facility is expected to be completed, and, in connection therewith, as additional consideration, Buyer agrees to grant the TOUR a lease of the PGATE Property pursuant to that certain Lease Back Agreement, attached hereto as *Exhibit "E"* (the "**Lease Back Agreement**").

NOW THEREFORE, it is mutually agreed as follows:

1. The above Recitals are incorporated into the body of this Agreement, and such Recitals are adopted as Findings of Fact.

2. Purchased Assets.

a. At the Closing, the Buyer will purchase, and the Seller will sell, assign, transfer and convey to the Buyer fee simple and absolute right, title and interest in the Property in the manner provided hereinafter, all on an as-is where-is basis. Without limiting the generality of the foregoing, the Property includes, the following:

- i. The Real Property;
- ii. Inventory; and
- iii. WGV Marks.

3. Purchase Price and Deposit.

(a) The total purchase price ("**Purchase Price**") is Five Million, Five Hundred Thousand Dollars (**\$5,500,000.00**), subject to the prorations hereinafter provided.

i. Real Property	\$5,297,500.00
ii. Inventory and WGV Marks	<u>\$ 202,500.00</u>
Total:	\$5,500,000.00

(b) The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Deposit to be held in Escrow by Escrow Agent (hereinafter defined)	Due within thirty (30) days of Commission Approval (hereinafter defined)	\$550,000.00
(ii) Cash to Close	Closing Day	\$4,950,000.00
TOTAL PURCHASE PRICE		<u>\$5,500,000.00</u>

Payment of the Purchase Price shall be in cash or other immediately available funds.

3. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within twenty (20) days from the effective date, and provide Seller a copy of an ALTA owner's title insurance commitment (the "**Commitment**") issued by a title company authorized to do business in the State of Florida ("**Title Company**"), together with copies of all exception documents referenced therein, which Commitment shall agree to issue to Buyer, upon recording the Deed, an owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to the property subject only to the following (the "**Permitted Encumbrances**"):

- (i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;
- (ii) the lien of taxes and assessments for the calendar year of the Closing and all subsequent years;
- (iii) restrictions and matters appearing on the plat of the Property; and
- (iv) property raised objections by Buyer to the Commitment and Survey which are not otherwise cured, waived or deemed waived under this Agreement.

(b) Buyer shall have forty-five (45) days following its receipt of each of the Commitment and Survey within which to object, in writing, to any title defect reflected in the Commitment and/or the Survey (the "**Title Objection Period**"). If Buyer shall fail to object in writing to any matter contained in the Commitment or the Survey within the Title Objection Period, Buyer shall be deemed to have waived the right to object to that matter. All matters contained in the Commitment and Survey to which Buyer does not object in writing within the Title Objection Period shall be deemed to be Permitted Exceptions. If, within the Title Objection Period, Buyer notifies

Seller of any objection, Seller shall have, at its option and without any obligation to do so, ten (10) days (the “**Title Curative Period**”) in which to elect to cure or remove same. In the event Seller does not give written notice to Buyer within the Title Curative Period that Seller will remove such disapproved exception(s) at or prior to the Closing Date, then Buyer may, by delivery of written notice to Seller within five (5) days following expiration of the Title Curative Period (the “**Buyer’s Response Period**”), elect to (i) to terminate this Agreement as Buyer’s sole remedy hereunder (in which event the Deposit shall be returned to Buyer), or (ii) waive both (a) the previously disapproved title exceptions reflected in the Commitment without any reduction in the Purchase Price and (b) Buyer’s right of cancellation under the terms of this Section. In the event Buyer fails to give timely written notice of its election to terminate this Agreement prior to the expiration of Buyer’s Response Period, then Buyer shall be deemed to have expressly approved the previously disapproved title exceptions reflected in the Commitment and those previously disapproved title exceptions shall be deemed to be Permitted Exceptions.

(c) In the event that, after the effective date of the Commitment and prior to Closing, a revision of the Commitment or the Survey reveals any matter objectionable to Buyer that (i) is not a Permitted Exception and (ii) Buyer did not previously have actual or constructive knowledge of (a “**New Title Defect**”), Buyer shall have ten (10) days after Buyer’s receipt of knowledge of such matter (the “**New Title Defect Objection Period**”) to send written notice to Seller of such New Title Defect. If, within the New Title Defect Objection Period, Buyer notifies Seller of any objection, Seller shall have, at its option and without any obligation to do so, five (5) days (the “**New Title Defect Curative Period**”) in which to elect to cure or remove the same. In the event Seller does not give written notice to Buyer within the New Title Defect Curative Period that Seller will remove such disapproved defect(s) from the Commitment or the Survey, as the case may be, at or prior to the Closing Date, then Buyer may, by deliver of written notice to Seller within five (5) days following expiration of the New Title Defect Cure Period (the “**Buyer’s New Title Defect Response Period**”), elect to (i) to terminate this Agreement as Buyer’s sole remedy hereunder (in which event the Deposit shall be returned to Buyer); or (ii) waive both (a) the previously disapproved New Title Defect(s) without any reduction in the Purchase Price (in which case the New Title Defect(s) shall be deemed to be Permitted Exceptions) and (b) Buyer’s right of cancellation in connection therewith. In the event Buyer fails to give timely written notice of its election to terminate this Agreement prior to the expiration of Buyer’s New Title Defect Response Period, then Buyer shall be deemed to have expressly approved the New Title Defect(s) as Permitted Exceptions and Buyer’s right of cancellation in connection therewith shall terminate.

4. Closing. The closing of the sale of the Property (“**Closing**”) shall take place at the offices of the Escrow Agent, _____ on or before thirty (30) days following the expiration of the Inspection Termination Date, unless otherwise extended in accordance with the express terms and conditions of this Agreement (“**Closing Date**”), TIME BEING OF THE ESSENCE. If the Closing Date is a Saturday, Sunday, or federal holiday, then the Closing Date shall be the next business day that is not a Saturday, Sunday, or federal holiday. The parties contemplate that Closing will be conducted via mail-away delivery of the executed transaction documents and other deliverables, if any, on the Closing Date.

5. Prorations. Any real property taxes shall be prorated on the basis of the current year taxes at the highest allowable discount. Real estate taxes and assessments (including assessments for applicable property owners' associations) shall be prorated as of the Closing Date, based on a three hundred sixty-five (365) day year. If the taxes for the current year cannot be ascertained, those of the previous year shall be used, giving due allowance for the maximum discount allowable by law. The tax proration agreed upon at Closing shall be final and not subject to post-Closing adjustment.

6. Seller's Representations. Seller represents to Buyer that it owns fee simple title to the Real Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof. Except as specifically set forth in this Agreement, Buyer acknowledges that Seller is conveying the Property in its present "as is" and "with all faults" condition, and has not made and does not make any warranties or representations, whether express or implied, with respect to the Property, the condition, value, or marketability thereof, or its suitability. Buyer acknowledges that it has made or will make all factual, legal, and other inquiries or investigations it deems necessary, desirable, or appropriate with respect to the Property and the value thereof, and in entering into this Agreement it has and will rely solely on such independent inquiries and investigations. Buyer agrees that upon closing this transaction it waives, releases, and discharges any claim it has or may have against Seller with respect to the condition of the Property, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other license or permit for the use or development of the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon, the compliance with any environmental protection, pollution, or property use laws, rules, regulations or requirements, and any other state of facts which exist with respect to the Property.

7. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(i) Special Warranty Deed ("**Deed**") conveying the fee simple title to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;

(ii) a Non-Foreign Certificate and Request for Taxpayer Identification Number "FIRPTA" affidavit to be signed by seller.

(iii) an affidavit in the form reasonably required by the Title Company to delete the standard printed exception relating to the "gap" and to remove the standard printed exceptions for mechanics' lien and parties in possession other than the TOUR (except to the extent the same constitute Permitted Encumbrances).

(iv) the Lease Back Agreement, executed by the TOUR.

(v) Bill of Sale and General Assignment with respect to the Inventory and WGV Marks.

(b) At the Closing, Buyer shall deliver the cash to Close, to Seller, in accordance with Section 2. Buyer shall execute and deliver to Seller such consents and authorizations as Seller and Title Company may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to consummate all other actions required to be taken by Buyer under this Agreement. Buyer shall also execute the Lease Back Agreement.

(c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

8. Closing Expenses. Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment any endorsements to the title policy requested by Buyer and the cost of UCC-1 and municipal lien searches for the Property. Seller will pay the cost of recording the deed, documentary stamps, and any other affiliated recording fees, which could include recording fees for documents related to clearing the title of the property for closing, and property taxes to day of closing. Except as may be otherwise stated herein, each party shall bear its own expense or expenses, including its own attorney's fees.

9. Survey and Legal Description. Within forty-five (45) days of the Effective Date, Buyer shall have the Property surveyed. Buyer shall provide written notice ("**Survey Notice**") to Seller within ten (10) days after Buyer's receipt of any such new survey ("Survey") if the Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 3. Any such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.

10. Condition of Property and Buyer's Right of Inspection. Recognizing the complexities associated with operational, title, survey and land use matters affecting the Property, at Buyer's request, Seller agrees to reasonable cooperate with Buyer's evaluation of the existing condition of the Property and Buyer's identification of any modification, termination or other change to such matters which may be required in connection with Buyer's future use of the Property. Buyer shall have the right for one hundred and twenty (120) days from the Effective Date ("**Inspection Termination Date**") to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests, or assessments, including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Property's

suitability for Buyer's intended purpose, except, however, Buyer shall not, without the prior written consent of Seller make any intrusive physical testing (environmental, structural or otherwise) at the Property (such as a Phase II environmental site assessment, water samplings or the like), which consent may be withheld in Seller's sole discretion. Seller hereby gives Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Within five (5) Business Days after the Effective Date, Seller shall provide to Buyer certain information pertaining to the Property ("**Information**") within the possession of Seller or Seller's agents for the purpose of Buyer, at its sole cost and expense, making copies for its review. Seller makes no representation or warranty, expressed or implied, as to the accuracy, completeness or reliability as to the Information or the matters contained in the Information, nor the correctness of the Information or any part thereof. If Buyer determines that the Property is unsuitable for any reason, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate. Buyer agrees to and does hereby indemnify and hold harmless Seller, and its agents, attorneys, officers, directors, beneficiaries and employees (the "**Seller Parties**"), from and against any and all loss, claim, mechanic's liens, action, demand, and liability, including, but not limited to reasonable attorneys' fees, which may arise or be claimed against Seller or the Property by virtue of any of Buyer's actions pursuant to this Section (the "**Inspection Indemnity**"). Buyer shall promptly repair and restore any damage to the Property caused by Buyer, its agents and contractors, and upon completion of Buyer's investigations and tests, Buyer shall restore the Property to substantially the same condition as it existed before Buyer's entry upon the Property. The Inspection Indemnity shall survive the Closing Date and any termination of this Agreement.

11. Default. (a) Default by Seller. If Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer may, as its sole and exclusive remedy, either: (i) terminate this Agreement and receive an immediate refund of the Deposit; or (ii) sue for specific performance. (b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller will be entitled to receive the Deposit as Seller's sole and exclusive remedy for any such default, Seller hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

12. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Deed.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement. Electronic or .PDF signatures for this Agreement shall be deemed originals for all purposes, and executed copies of this Agreement may be delivered between the parties via e-mail.

14. Modification Must be in Writing. This Agreement, together with any Exhibits attached hereto, constitutes the entire agreement of the parties with respect to the Property described herein. All understandings and agreements heretofore between the parties with respect to the Property are merged in this Agreement which alone fully and completely expresses their understanding. Handwritten provisions, if any, shall supersede typewritten provisions. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

15. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

16. Termination of Contract. If, on or before the Inspection Termination Date, Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

17. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

18. Time. Time is of the essence of all provisions of this Agreement.

19. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed that venue for determination of such disputes shall be exclusively in St. Johns County, Florida.

20. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given: (a) when hand delivered, receipt required, (b) the next business day after deposit with Federal Express, UPS or other nationally recognized overnight courier service, with overnight delivery charge prepaid, receipt required, (c) when transmitted via electronic mail, provided a copy is sent the next day by method (a), or (b). All notices shall be given at the addresses shown below, or by email to the email addresses shown below. It is agreed that, if any party hereto is represented by legal counsel, such legal counsel is authorized to give notice or make deliveries under this Agreement directly to the other party on behalf of his or her client, and the same shall be deemed proper notice or delivery hereunder if given or made in the manner hereinabove specified. Notwithstanding any other provision herein, any amendments hereto may be served by any means of electronic transmission, or by any of any of the means described above and, in the event that any amendment hereto is transmitted electronically, the transmitting party shall not be required to

transmit a copy by method (a) or (b) above.

Seller: World Golf Foundation, Inc.
1 PGA Tour Blvd
Ponte Vedra Beach, FL 32082
Attention: Greg McLaughlin
Email: Gmclaughlin@worldgolffoundation.org

With copy to: Shutts & Bowen LLP
4301 W. Boy Scout Blvd., Suite 300
Tampa, Florida 33607
Attention: Tirso M. Carreja, Jr.
Email: TCarreja@Shutts.com

Buyer: St. Johns County, Florida, a political subdivision
of the State of Florida
500 San Sebastian View
St. Augustine, Florida 32084
Attention: Corey Bowens
Email: cbowens@sjcfl.us

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

22. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

23. Commission Dues. No real estate commission is due on this transaction.

24. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

25. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

26. Radon Gas. Pursuant to Florida Statutes, the following notification regarding radon gas is hereby made, and all parties executing this Agreement acknowledge receipt of this

notification: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.).

27. Amendment. Notwithstanding any other provision contained in this Agreement, the Closing Date may be extended upon agreement of County and Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, upon agreement of Seller, the County Administrator may execute an extension of the Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

28. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

29. Termination of TDA and Ground Lease. As of the Effective Date, the parties hereby agree that the TDA and Ground Lease are deemed terminated and of no force or effect. Buyer acknowledges that Seller is delivering possession of the Facility Site in its present "as is" and "with all faults" condition, and has not made and does not make any warranties or representations, whether express or implied, with respect to the Facility Site, the condition, value, or marketability thereof, or its suitability. Buyer acknowledges that it has made all factual, legal, and other inquiries or investigations it deems necessary, desirable, or appropriate with respect to the Facility Site and the value thereof, and in entering into this Agreement it has and will rely solely on such independent inquiries and investigations. Buyer hereby waives, releases, and discharges any claim it has or may have against Seller with respect to the Ground Lease or the Facility Site, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other license or permit for the use or development of the Facility Site, the actual or potential income or profits to be derived from the Facility Site, the real estate taxes or assessments now or hereafter payable thereon, the compliance with any environmental protection, pollution, or property use laws, rules, regulations or requirements, and any other state of facts which exist with respect to the Facility Site. Simultaneous with the full execution of this Agreement, Seller shall execute and deliver to Buyer a quit claim deed for the Facility Site. Copy attached as **Exhibit "F"**.

30. Risk of Loss, Damage, Destruction and Condemnation. In the event that all or any portion of the Property shall be taken for condemnation or under the right of eminent domain before the Closing Date, Buyer may, at its option, by delivering written notice thereof to Seller within twenty (20) days after Seller notifies Buyer of such condemnation, either (a) terminate this

Agreement and receive a refund of the Deposit (to the extent it has been paid), and any Extension Deposits, if applicable, or (b) proceed to close the transaction contemplated herein pursuant to the terms hereof, in which event Seller shall assign to Buyer any right it may have to receive proceeds attributable to the Property from such condemnation or eminent domain proceeding, and there shall be no reduction in the Purchase Price.

31. Establishment of Escrow; Escrow Agent.

a. Buyer and Seller both hereby acknowledge and agree that Escrow Agent shall hold and deliver the Deposit in accordance with the terms and conditions of this Agreement. Escrow Agent shall hold the Deposit in escrow in a non-interest bearing trust account until the earlier occurrence of (i) the Closing, (ii) election by Buyer to terminate this Agreement by reason of a specific right of termination granted to Buyer under this Agreement or (iii) a default under this Agreement by either party that continues beyond any applicable notice and cure period and an election by the non-breaching party to receive the Deposit as allowed hereunder. As set forth above, in the event of a termination by Buyer and request for the return of the Deposit, then the Deposit shall be released by Escrow Agent and paid to Buyer without Escrow Agent having to obtain the consent of Seller. The tax identification numbers of the parties shall be furnished to Escrow Agent upon request. In the event of a dispute over the Deposit, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment or arbitrators' decision; however, Escrow Agent shall have the right at any time to deposit the Deposit with the Clerk of the Court. Escrow Agent shall give written notice of such deposit to Seller and Buyer. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder. Buyer and Seller shall on demand pay all of Escrow Agent's costs and fees related to such dispute.

b. The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent shall not be deemed to be the agent of either of the parties for any act or omission on his part unless taken or suffered in bad faith in willful disregard of this Agreement or involving gross negligence. Seller and Buyer shall jointly and severally indemnify and hold Escrow Agent harmless from and against any and all losses, damages, liabilities, suits, claims, costs or expenses (including reasonable attorneys' fees and costs) incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

c. The parties shall deliver to Escrow Agent an executed copy of this Agreement, which shall constitute the escrow instructions to Escrow Agent. Buyer and Seller may elect to execute preprinted escrow instructions; provided that in the event of any conflict between the preprinted escrow instructions and the provisions of this Agreement, the provisions of this Agreement shall control.

d. Seller acknowledges that Escrow Agent is also Buyer's attorney in this transaction, and

Seller hereby consents to Escrow Agent's representation of Buyer and itself in any litigation which may arise out of or is otherwise related to this Agreement, and Seller hereby waives any conflict of interest that maybe associated therewith.

32. WAIVER OF JURY TRIAL. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (EACH, AN "ACTION") (A) ARISING OUT OF THIS AGREEMENT, INCLUDING ANY PRESENT OR FUTURE AMENDMENT THEREOF OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT (AS HEREAFTER AMENDED) OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND REGARDLESS OF WHICH PARTY ASSERTS SUCH ACTION; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY.

{the remainder of this page was intentionally left blank. Signatures to follow.}

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

SELLER:

World Golf Foundation, Inc., a Florida not-for-profit corporation

Its: _____

Print Name _____ Date _____

WITNESSES:

BUYER:

ST. JOHNS COUNTY, FLORIDA

A political subdivision of the State of Florida

By: _____

Joy Andrews Date: _____
County Administrator

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

Legally Sufficient:

By: _____
Deputy Clerk

By: _____ Date: _____
County Attorney

Deposit received by

_____,
(Escrow Agent), which the Escrow Agent agrees to
return in accordance with the terms and conditions
within the Agreement.

ESCROW AGENT

By:

Name: _____

Title: _____

Date: _____

EXHIBIT "A" – Legal Description of Property

WORLD GOLF VILLAGE:

A PART OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 300.10 FEET; THENCE NORTH 05°35'47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 322.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°28'36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°32'59" WEST, CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP, A DISTANCE OF 393.35 FEET; THENCE SOUTH 65°27'01" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY, A DISTANCE OF 153.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 69°50'38" WEST, A DISTANCE OF 200.36 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 709.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 290.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°52'08" WEST AND A CHORD DISTANCE OF 288.07 FEET TO A POINT ON SAID CURVE; THENCE NORTH 46°25'05" WEST, A DISTANCE OF 153.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 556.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 53°17'12" WEST AND A CHORD DISTANCE OF 187.62 FEET TO A POINT ON SAID CURVE; THENCE NORTH 23°55'05" WEST, A DISTANCE OF 75.63 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 481.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°11'15" WEST AND A CHORD DISTANCE OF 45.01 FEET TO A POINT ON SAID CURVE; THENCE NORTH 23°55'18" WEST, A DISTANCE OF 83.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 397.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 73°53'55" WEST AND A CHORD DISTANCE OF 78.31 FEET TO A POINT ON SAID CURVE? THENCE SOUTH 10°26'53" EAST, A DISTANCE OF 83.50 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 481.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 152.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°38'06" WEST AND A CHORD DISTANCE OF 151.87 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 07°43'06" WEST, A DISTANCE OF 289.50 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 770.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 673.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57°15' 25" WEST AND A CHORD DISTANCE OF 651.85 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 23.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 85°24'13" WEST AND A CHORD DISTANCE OF 23.82 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 130.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 226.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°57'14" WEST AND A CHORD DISTANCE OF 199.17 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 23.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°30'00" EAST AND A CHORD DISTANCE OF 23.83 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A

RADIUS OF 770.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 79.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 12°43'36" WEST AND A CHORD DISTANCE OF 79.15 FEET TO THE END OF SAID CURVE; THENCE NORTH 80°13'04" EAST, A DISTANCE OF 61.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 709.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 376.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05'25'18" EAST AND A CHORD DISTANCE OF 372.14 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 318.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 180.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°47'38" EAST AND A CHORD DISTANCE OF 178.42 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°02'15" WEST, A DISTANCE OF 49.35 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 745.24 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 753.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°13'50" WEST AND A CHORD DISTANCE OF 722.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°14'56" WEST, A DISTANCE OF 54.69 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE NORTH 44°45'04" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE SOUTH 45°14'56" EAST LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 54.69 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 645.24 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 856.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83°17'54" EAST AND A CHORD DISTANCE OF 795.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 58°39'09" EAST, A DISTANCE OF 37.54 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 841.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 225.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 66°20'10" EAST AND A CHORD DISTANCE OF 224.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 19°13'00" WEST, A DISTANCE OF 26.92 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 827.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 357.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 84°07'14" EAST AND A CHORD DISTANCE OF 354.55 FEET TO THE END OF SAID CURVE; THENCE NORTH 06°55'28" EAST, A DISTANCE OF 70.53 FEET; THENCE NORTH 53°41'07" EAST, A DISTANCE OF 38.95 FEET; THENCE NORTH 83°22'19" EAST, A DISTANCE OF 118.04 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 103.09 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 81.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°03'20" EAST AND A CHORD DISTANCE OF 79.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 51°28'59" EAST, A DISTANCE OF 74.49 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 43.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 43°10'05" EAST AND A CHORD DISTANCE OF 43.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 34°51'12" EAST, A DISTANCE OF 85.61 FEET; THENCE NORTH 57°24'10" EAST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 17.99 FEET; THENCE SOUTH 27°32'59" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 743.04 FEET; THENCE SOUTH 68°31'28" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 12.88 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°33'35" EAST AND A CHORD DISTANCE OF 38.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08°58'22" EAST, A DISTANCE OF 125.40 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING

OF SOUTH 04°39'12" EAST AND A CHORD DISTANCE OF 15.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°20'02" EAST, A DISTANCE OF 39.31 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 22.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°42'03" EAST AND A CHORD DISTANCE OF 22.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13°04' 04" EAST, A DISTANCE OF 49.03 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 00°56'16" EAST AND A CHORD DISTANCE OF 84.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°11'32" WEST, A DISTANCE OF 10.84 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 00°10'16" WEST AND A CHORD DISTANCE OF 38.24 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE HALL OF FAME SITE AS RECORDED IN OFFICIAL RECORDS BOOK 1108, PAGE 1423, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
CONTAINING 2.48 ACRES MORE OR LESS

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

VILLAGE RETAIL PARCEL I

A PART OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89° 32' 10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 300.10 FEET; THENCE NORTH 05° 35' 47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 322.93 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09° 28' 36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24° 32' 59" WEST, CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 676.83 FEET; THENCE NORTH 27° 32' 59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 726.94 FEET; THENCE SOUTH 62° 27' 01" WEST, LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 429.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 21° 04' 54" WEST, A DISTANCE OF 83.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS 397.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 282.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88° 34' 54" WEST AND A CHORD DISTANCE OF 276.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 23° 55' 05" WEST, A DISTANCE OF 83.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 481.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 347.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 88° 34' 54" EAST AND A CHORD DISTANCE OF 340.25 FEET TO THE POINT OF BEGINNING. CONTAINING 0.60 ACRES MORE OR LESS.

VILLAGE RETAIL PARCEL II

A PART OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE

SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89° 32' 10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 300.10 FEET; THENCE NORTH 05° 35' 47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 322.93 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09° 28' 36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24° 32' 59" WEST, CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 676.83 FEET; THENCE NORTH 27° 32' 59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 704.43 FEET; THENCE SOUTH 62° 27' 01" WEST, LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 409.29 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 481.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 347.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 46° 25' 06" EAST AND A CHORD DISTANCE OF 340.25 FEET TO THE END OF SAID CURVE; THENCE SOUTH 66° 04' 54" WEST, A DISTANCE OF 83.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 397.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 282.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 46° 25' 06" WEST AND A CHORD DISTANCE OF 276.30 FEET THE END OF SAID CURVE; THENCE NORTH 21° 04' 54" EAST, A DISTANCE OF 83.55 FEET TO THE POINT OF BEGINNING. CONTAINING 0.60 ACRES MORE OR LESS.

VILLAGE RETAIL PARCEL III

A PART OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89° 32' 10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 300.10 FEET; THENCE NORTH 05° 35' 47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 322.93 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09° 28' 36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24° 32' 59" WEST, CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 676.83 FEET; THENCE NORTH 27° 32' 59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 47.06 FEET; THENCE SOUTH 62° 27' 01" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 451.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 68° 55' 05" WEST, A DISTANCE OF 83.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 397.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 282.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 01° 25' 05" WEST AND A CHORD DISTANCE OF 276.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 66° 04' 54" EAST, A DISTANCE OF 83.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 481.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 347.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 01° 25' 05" EAST AND A CHORD DISTANCE OF 340.25 FEET TO THE POINT OF BEGINNING. CONTAINING 0.60 ACRES MORE OR LESS.

VILLAGE RETAIL PARCEL IV

A PART OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89° 32' 10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 300.10 FEET; THENCE NORTH 05° 35' 47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 322.93 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09° 28' 36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24° 32' 59" WEST, CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 676.83 FEET; THENCE NORTH 27° 32' 59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 27.23 FEET; THENCE SOUTH 62° 27' 01" WEST, LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 473.53 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 481.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 347.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 43° 34' 56" WEST AND A CHORD DISTANCE OF 340.25 FEET TO THE END OF SAID CURVE; THENCE NORTH 23° 55' 01" WEST, A DISTANCE OF 83.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 397.50 FEET' THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 282.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43° 34' 56" EAST AND A CHORD DISTANCE OF 276.30 FEET TO THE END OF SAID CURVE; THENCE SOUTH 68° 55' 05" EAST, A DISTANCE OF 83.55 FEET TO THE POINT OF BEGINNING. CONTAINING 0.60 ACRES MORE OR LESS.

{The exact configuration and boundaries of "The Property" will be mutually agreed to by the SELLER and BUYER, and will be further defined by a Survey to be provided as set forth in Paragraph 9, and by reference made a part hereof. In the event, the SELLER and BUYER cannot mutually agree upon the exact configuration and boundaries of "The Property" this contract will be deemed null and void, and SELLER and BUYER shall be relieved of and from any and all further obligation to one another.}

EXHIBIT “B” – Inventory for Entertainment Building

Inventory and Fixtures associated with the above referenced Hall of Fame property:

1. The chandelier designed to reflect the perfect golf swing.
2. All IMAX equipment currently being used to operate the IMAX facility.

{Detailed inventory to be added prior to execution.}

DRAFT

EXHIBIT “C” – Trademarks Acquired

1. “World Golf Village”
2. “King and the Bear” Golf Course
3. “Slammer and Squire” Golf Course

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EXHIBIT "D" – PGATE Property

PGA TOUR PRODUCTIONS PARCEL

A PART OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST, St. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 300.10 FEET; THENCE NORTH 05°35'47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 322.93 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°28'36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°32'59" WEST, CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 676.83 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 774.41 FEET; THENCE SOUTH 62°27'01" WEST, LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 907.61 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 397.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 140.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 33°36'55" WEST AND A CHORD DISTANCE OF 139.56 FEET TO A POINT ON SAID CURVE; THENCE NORTH 65°46'26" WEST, A DISTANCE OF 244.01 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 641.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 222.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 33°43'30" EAST AND A CHORD DISTANCE OF 221.60 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 46°25'05" EAST, A DISTANCE OF 244.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.02 ACRES MORE OR LESS.



EXHIBIT "E"

GROUND LEASE (LEASE BACK AGREEMENT)

{This document is being approved by separate motion contemporaneously with the Purchase and Sale Agreement. A copy of the executed version to be recorded as this exhibit}

DRAFT

GROUND LEASE

THIS GROUND LEASE (“Lease”) is made this ____ day of _____, 2024 (“**Effective Date**”), between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (“**LESSOR**”) and **PGA TOUR, INC.**, a Maryland corporation, whose address is 1 PGA Tour Blvd, Ponte Vedra Beach, FL 32082 (“**LESSEE**”), with the joinder of **WORLD GOLF FOUNDATION, INC.**, a Florida not-for-profit corporation, whose address is 1 PGA Tour Blvd, Ponte Vedra Beach, FL 32082 (“**WGF**”) with respect to the terms set forth in Section 3 below.

WITNESSETH:

WHEREAS, LESSOR is the owner of certain real property located in St. Johns County, Florida within the development known as the “**World Golf Village.**”

WHEREAS, LESSEE desires to lease a portion of the real property owned by Lessor and more particularly described on *Exhibit “A”* hereto (the “**Premises**”), and Lessor desires to lease Premises to Lessee on the terms and conditions hereinafter described.

WHEREAS, LESSEE’s landlord sold the Premises to LESSOR on or around the Effective Date and, in connection with such sale, LESSEE retained the right to continue working out of the Premises in accordance with the terms and conditions of this Lease until construction is complete on its new building which is projected to occur on or before March 31, 2025.

WHEREAS, LESSOR is desirous that the IMAX theater remain in operation in a substantially similar manner as prior to the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein and other good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, LESSOR and LESSEE hereby agree as follows:

1. Premises.

LESSOR hereby leases and lets to LESSEE, and LESSEE hereby lets and leases from LESSOR, the Premises, which is more particularly described in *Exhibit “A”* attached hereto.

2. Lease Term.

(A) The initial term of this Lease shall commence on the Effective Date (the “**Commencement Date**”) and end on March 31, 2025 (the “**Term**”). Tenant shall have the option to extend the Term up to sixty (60) days by giving Landlord written notice of such extension within thirty (30) days before the expiration of the Term. LESSEE shall have the right to terminate the Lease at any time upon ninety (90) days prior written notice to LESSOR.

3. Consideration.

The parties hereby acknowledge and agree that the consideration for the rights granted to LESSEE under this Lease includes:

- (i) the purchase price agreed to by LESSEE's landlord in connection with LESSOR's purchase of the Premises;
- (ii) LESSEE's obligation of continued maintenance and payment for all utilities for the Premises during the Term in accordance with the terms and conditions of this Lease;
- (iii) The agreement of WGF to continue to operate the IMAX theater located in the Hall of Fame Building for the County during the Term at reasonably the same schedule and level of service as the IMAX theater was operated during the immediately preceding calendar year.
- (iv) The agreement of WGF to pay all required fees of LESSOR during the Term with respect to the three (3) Property Owners' Associations (NW Master, NW Commercial, and World Golf Village) associated with the Premises, provided, however, LESSOR shall not have the right to modify its fee obligations to such associations during the Term without WGF's prior written consent.
- (v) During the Term, LESSOR shall pay to WGF any rental fees paid to the LESSOR for the rental or use of the Hall of Fame Building.
- (vi) Upon not less than forty-eight (48) hours' prior written notice, LESSOR shall have the right to inspect the Premises monthly to ensure the Premises is being maintained at the same levels previous to this Lease.

4. Facility.

This Lease is for the continued use by LESSEE of the PGA Tour Productions Building ("**Building**") located on Premises.

5. Condition of Premises.

Any improvements required for the LESSEE's use of the Premises may be made in accordance with the terms of this Lease and at LESSEE's sole expense upon written consent and permission of LESSOR which shall not be unreasonably withheld, conditioned or delayed.

6. Maintenance.

LESSEE shall have sole responsibility for the maintenance, repair, and security of the Premises, and shall keep the same in good repair and condition during the Term. The Building must be properly maintained both inside and outside. All improvements shall be constructed in a good workmanlike manner and in compliance with any applicable laws, rules, building codes, ordinances and regulations. LESSEE shall keep the Premises free from any liens arising out of work performed, materials furnished, or obligations incurred by LESSEE. LESSEE will not be responsible for the maintenance, repair or security of equipment on the Premises belonging to the LESSOR, unless LESSEE has caused the need for such maintenance, repair or security. Notwithstanding anything contained herein to the contrary, LESSOR, at its sole expense, shall perform all repairs and maintenance and make all replacements as are necessary to keep in good order, condition and repair

- (i) the roof and all structural elements and portions of the Premises and Building, including structural walls, floors and foundations,
- (ii) all elements and portions of the Building exterior to the Premises,
- (iii) the parking areas, drives, sidewalks and other improvements located on the Property exterior to

the Building, and (iv) all mechanical and utility facilities and systems serving the Building and the Premises, or either of them, except those on the interior of the Premises and serving only the Premises.

7. Intentionally Omitted.

8. Taxes and Assessments

LESSEE shall pay all applicable real property taxes and assessments for the Premises, if any, which become due and payable during the Term. LESSEE shall pay all applicable personal property taxes and all applicable taxes on all rents pursuant to Chapter 212, Florida Statutes.

9. Utilities.

LESSEE shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its Facility, and shall timely pay all costs associated therewith. LESSEE shall have the right to obtain separate utility service (including, without limitation, electrical power, telephone and optical fiber service) from any utility company authorized to provide such service to the Premises, and LESSOR will reasonably cooperate with LESSEE's efforts to obtain utility service for the Facility. LESSEE may also provide power to the Premises through a standby power generator for LESSEE'S exclusive use.

10. Compliance With Laws.

LESSEE shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in connection with the Premises during the Term. The payment of any penalties for fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be LESSEE'S responsibility.

11. Net Lease.

The LESSOR shall not be required to make any repairs or improvements to the Premises, except to the extent expressly set forth herein. LESSEE shall be responsible for all costs associated with its use and operation of the Premises, including, but not limited to any real and personal property taxes directly attributable to the Premises and LESSEE's improvements.

12. Access.

Upon not less than forty eight (48) hours prior written notice, LESSOR reserves the right to enter the Premises at all reasonable times, and upon prior notice to LESSEE, in order to examine and inspect the Premises. LESSEE shall have the right to accompany LESSOR during its examination of the Premises.

13. Assignment of Lease.

(A) LESSEE shall not assign, transfer or sublet this Lease in whole or in part, or sublet all or any part of the Premises without the LESSOR'S prior written consent, such consent not to be unreasonably withheld.

(B) Notwithstanding subsection (A) above, LESSEE may assign its interest in this Lease upon written notice to the LESSOR in the event that, (i) the assignee of LESSEE'S interest is a principal, affiliate or subsidiary of LESSEE, (ii) the assignee of LESSEE'S interest acquires all or substantially all of LESSEE'S assets through merger or acquisition, or (iii) LESSEE pledges its interest in this Lease to an institutional lender as security for the repayment of a loan, and LESSEE collaterally assigns its interest in this Lease to such institutional lender.

(C) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC section 101. et seq., shall be deemed without further act to have assumed all of the obligations of LESSEE arising under this Lease on and after the date of such assignment.

Any such assignee shall upon demand execute and deliver to LESSOR an instrument confirming such assumption. Any monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid to LESSOR, shall be the exclusive property of the LESSOR, and shall not constitute property of the LESSEE or of the estate of LESSEE within the meaning of the Bankruptcy Code.

14. Successors and Assigns.

This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns of the parties hereto.

15. Insurance.

(A) LESSEE agrees to acquire and maintain, at its expense, during the term of this Lease commercial general liability insurance against claims for personal injury or property damage liability with a limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, coverage to include bodily injury, personal injury, and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability and independent contractor's liability. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the LESSOR.

(B) Workers' compensation insurance meeting applicable statutory requirements (include appropriate Federal Acts) and employer's liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) for each accident, \$500,000.00 disease/policy limit, \$100,000.00 disease each employee.

(C) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by LESSEE, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the LESSOR.

(D) Builder's Risk Insurance together with an installation floater or equivalent property coverage covering the Facility. Upon completion of the installation of the Facility, LESSEE shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(E) *Insurance Companies.* All insurance shall be effective under valid and enforceable policies, insured by insurers licensed to do business in the State of Florida or surplus line carriers on the State of Florida Insurance Commissioner's approved list of companies qualified to do business in the State of Florida. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

(F) *Deductibles.* The insurance Certificate shall specify the deductibles for each type of insurance required by this Lease, except Workers' Compensation insurance. LESSEE agrees to indemnify and save harmless the LESSOR from, and against, the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

(G) *Failure to Maintain Insurance.* If LESSEE fails to obtain or maintain insurance coverage sufficient to meet the terms and conditions of this Lease, such failure will be a default subject to Section 34 of this Lease.

16. Financing.

LESSEE may not encumber LESSOR property through an institutional or other financing entity for construction or improvements at the Premises.

17. Force Majeure.

If a party is delayed or prevented from the performance of its obligations(s) under this Lease (except for the payment of monetary obligations) by reason of hurricanes, landslides, strikes, lockouts, power failure, riots, war, acts of God, or other reasons of similar nature, not the fault of the party delayed in performing its obligation(s), such party is excused from such performance for the period of delay. The period of the performance of any such act shall then be extended for the period of such delay.

18. Hold Over.

Any hold over after the expiration of the term hereof, with the consent of the LESSOR, shall be construed to be a tenancy from month-to-month at a rate increase of twenty percent (20%) of the then current Rent (prorated on a monthly basis).

19. Indemnification.

(A) *Disclaimer of Liability.* The LESSOR shall not be liable for injury or damage occurring to any person or property arising out of LESSEE'S operation, use, repair, and maintenance of improvements situated on the Premises.

(B) *Indemnification.* The following indemnification shall not apply to any claims, actions, damages, obligations, liabilities, and liens arising from the negligence or intentional misconduct of the LESSOR, its employees, agents, or contractors, and shall survive the termination of this Lease. LESSEE shall, at its sole cost and expense, indemnify, defend and hold harmless the LESSOR, its representatives, employees, elected and appointed officials from and against:

- (i) Any and all liability, damages, penalties, claims, liens, costs, charges, losses, and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the LESSOR by reason of any act or omission of LESSEE, its personnel, employees, agents, contractors, or subcontractors, resulting in property damage, bodily injury, or death to any person, or any other right of any person, firm or corporation, to the extent caused by the operation, maintenance or use of the Premises by LESSEE, or LESSEE's failure to comply with any federal, state, or local statute, ordinance or regulation.
- (ii) Any and all liabilities, damages, penalties, claims, liens, costs, charges, losses, and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by, or asserted against, the LESSOR by reason or any claim or lien arising out of work, labor, materials, or supplies provided or supplied to LESSOR, its contractors or subcontractors, for the operation, maintenance or use of the Premises, and upon the written request of the LESSOR, shall cause such claim or lien covering the LESSOR's property to be discharged or bonded within thirty (30) days following such request.

20. Hazardous Material Indemnification.

(A) "Hazardous Material" shall mean any petroleum or petroleum product, asbestos, any substance known to cause cancer and/or reproductive toxicity, and/or any substance, material,

chemical or waste defined or designated as hazardous, toxic, dangerous, radioactive or other similar terms by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time and it shall be interpreted to include, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death, or disease.

(B) The LESSEE represents and warrants that it will not generate, use, transport, store, or dispose of any Hazardous Material, on or about the Premises in violation of any applicable statute, regulation, rule, law or ordinance. LESSEE further agrees to indemnify and hold the LESSOR harmless from and against any damage, liability, loss, claims or costs (including reasonable attorney's fees and costs) as a result of any release of Hazardous Material by LESSEE during the Term in violation of such statute, rule, law, etc., or of LESSEE'S breach of any warranty, representation or agreement contained herein.

(C) The LESSOR represents and warrants that it will not generate, use transport, store or dispose of any Hazardous Material on or about the Premises in violation of any applicable statute, regulation, rule, law, or ordinance. To the extent permissible by law, LESSOR agrees to indemnify and hold LESSEE harmless from and against damage, liability, loss, claims or costs (including reasonable attorney's fees and costs) as a result of any release of Hazardous Material by the LESSOR in violation of such statute, law, rule, regulation, guideline, or policy, or the LESSOR'S breach of any warranty, representation or agreement contained herein.

21. Acceptance of Premises.

By execution of this Lease, LESSEE accepts the Premises in the condition existing as of the Commencement Date of this Lease. Except as otherwise expressly provided in this Lease, LESSOR makes no representation or warranty with respect to the condition of the Premises and the LESSOR shall not be liable for any latent or patent defect in the Premises.

22. Estoppel Certificate.

Either party shall at any time and from time to time upon not less than ten (10) days prior request by the other party delivery to the requesting party a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates to which the Rent and other charges have been paid; (c) the party requesting the Estoppel Certificate is not in default under any provisions of the Leases; and (d) such other matters as the party may reasonably request.

23. Notices.

All notices, requests, demands, and other communications hereunder ("Notices") shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by a nationally recognized courier service, to the following addresses:

If to LESSOR:

St. Johns County Land
Attn: County Administrator
500 San Sebastian View
St. Augustine, Florida 32084

If to LESSEE:

PGA Tour, Inc.

1 PGA Tour Blvd
Ponte Vedra Beach, FL 32082

Attn: _____

With copy to:

Shutts & Bowen LLP
4301 W. Boy Scout Blvd, Suite 300
Tampa, FL 33607
Attention: Tirso M. Carreja, Jr.

If to WGF:

World Golf Foundation, Inc.
1 PGA Tour Blvd
Ponte Vedra Beach, FL 32082
Attn: Jennifer Lagner

With copy to:

Shutts & Bowen LLP
4301 W. Boy Scout Blvd, Suite 300
Tampa, FL 33607
Attention: Tirso M. Carreja, Jr.

Except as otherwise provided in this Lease, any notices shall be deemed received only upon actual delivery at the addresses set forth above.

24. Attorney Fees and Costs.

In reference with any enforcement action to enforce the provisions and the rights granted by this Lease, or should litigation arise out of this Lease, the parties, whether LESSEE or LESSOR, shall bear all their own expenditures including their attorney's fees and legal assistant fees for services rendered in connection therewith, including appellate proceedings and post-judgment proceedings.

25. Entire Agreement.

This Lease constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof and said parties shall not be bound by any statement, special condition or agreements not herein expressed. No alteration or amendment to this Lease by the parties hereto shall be effective unless in writing and signed by the parties hereto. Time is of the essence in this Lease.

26. Permits and Licenses.

LESSEE, at LESSEE's sole cost and expense, shall be required to secure and maintain for the duration of this Lease, any and all applicable local, state and federal permits, licenses and approvals required for, or associated with, LESSEE's use of the Premises. Upon request by LESSOR, LESSEE shall make available for inspection within ten (10) days copies of any applicable permits or licenses associated with use of the Premises. Should LESSEE fail to maintain these licenses in good standing, this Lease will be terminated by the LESSOR without requiring further written notification from the LESSOR.

27. Condemnation.

In the event the Premises are taken by eminent domain, this Lease shall automatically terminate, as to the portion of the Premises taken, as of the date title to the Premises vests in the condemning authority. In the event of any taking under the power of eminent domain, LESSEE shall not be entitled to any portion of the award paid for the taking, and LESSEE hereby expressly waives any right or claim to any portion thereof and all such damages shall belong to the LESSOR. Although all

damages, whether awarded as compensation for diminution in value of the leasehold or the fee of the Premises, shall belong to the LESSOR. The LESSEE shall have the right to claim and recover from the condemning authority, but not from the LESSOR, its fixtures and such compensation as may be separately awarded or recoverable by LESSEE for diminution in value of the Premises, any and all damage to LESSEE'S business and any costs or expenses incurred by LESSEE in moving its location.

28. Default.

(A) LESSEE and/or WGF shall be in default under this Lease if it fails to perform any monetary or non-monetary duty under this Lease within thirty (30) days after receiving written notice of such failure from LESSOR, provided, however, that LESSEE shall not be in non-monetary default hereunder if it commences curing such default within such 30-day period and thereafter diligently prosecutes the cure to completion. If LESSEE and/or WGF fails to cure any default as provided herein, and without waiving any other rights or remedies available at law or in equity, LESSOR shall have the right to immediately terminate the Lease upon written notice to LESSEE.

(B) LESSOR shall be in default under this Lease if it fails to perform any non-monetary duty under this Lease within thirty (30) days after receiving written notice of such failure from LESSEE, provided, however, that LESSOR shall not be in non-monetary default hereunder if it commences curing such default within such 30-day period and thereafter diligently prosecutes the cure to completion. If LESSOR fails to cure any default as provided herein, and without waiving any other rights or remedies available at law or in equity, LESSEE shall have the right to immediately terminate the Lease upon written notice to LESSOR.

29. Quiet Enjoyment.

As of the execution date of this Lease and at all times during the initial term and any renewal terms of this Lease, LESSOR covenants and warrants to LESSEE that (i) LESSOR has full right, power and authority to execute and perform this Lease; (ii) LESSOR has good and unencumbered fee title to the Land free and clear of any liens or mortgages, except those heretofore disclosed in writing to LESSEE and which will not interfere with LESSEE's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on LESSOR; and (iv) LESSEE's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as LESSEE is not in default beyond any applicable grace or cure period.

30. Governing Law and Venue.

This Lease shall be governed by and construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Lease shall be exclusively in St. Johns County, Florida.

31. Miscellaneous.

If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a

single instrument.

33. Radon Gas.

Pursuant to Florida Statutes, the following notification regarding radon gas is hereby made, and all parties executing this Agreement acknowledge receipt of this notification: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.).

34. WAIVER OF JURY TRIAL.

TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY TO THIS LEASE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (EACH, AN "ACTION") (A) ARISING OUT OF THIS LEASE, INCLUDING ANY PRESENT OR FUTURE AMENDMENT THEREOF OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES OR ANY OF THEM WITH RESPECT TO THIS LEASE (AS HEREAFTER AMENDED) OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND REGARDLESS OF WHICH PARTY ASSERTS SUCH ACTION; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS LEASE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY.

[Remainder of this page intentionally left blank]

EXHIBIT "F"
QUIT CLAIM DEED FOR HALL OF FAME BUILDING

This instrument was prepared by
and return to :

QUITCLAIM DEED

THIS INDENTURE, made the _____ day of _____, 20____, between
(the "Grantor"), whose address is _____, and _____ (the
"Grantee"), whose address is _____.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by
Grantee, the receipt of which is hereby acknowledged, have released, remised and quitclaimed, and
by these presents does release, remise and quitclaim to Grantee and Grantee's heirs, successors and
assigns forever, all of Grantor's interest in the following described real property situated in
County, Florida:

See **Exhibit "A"** attached hereto and incorporated herein by
reference for the description of the land conveyed herein.

TO HAVE AND TO HOLD the same unto Grantee, Grantee's heirs, successors and assigns,
to their proper use, benefits and behoof forever.

Grantor makes no representations or warranties of title whatsoever.

<Signature Page to Follow>

IN WITNESS WHEREOF, Grantor has executed and delivered this Quitclaim Deed on the date first set out above.

WITNESS:

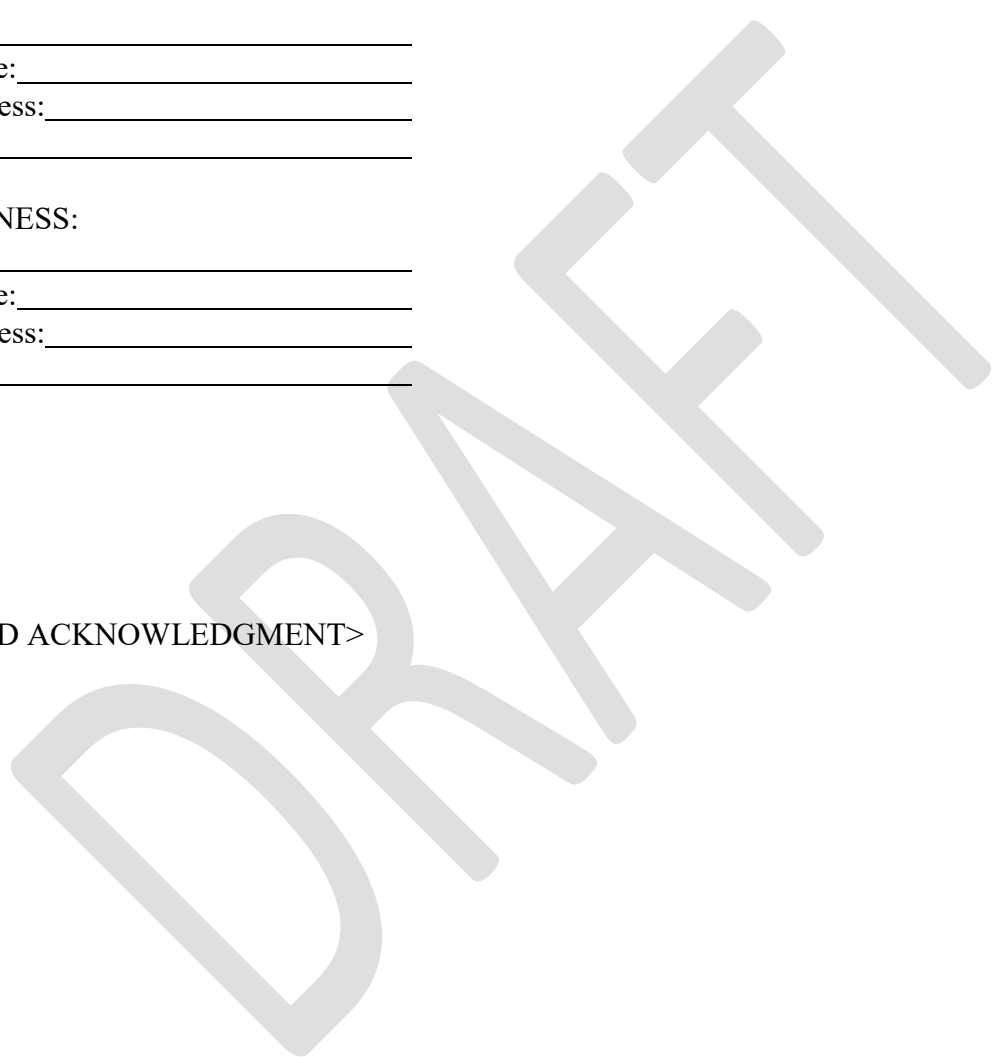
GRANTOR:

Name: _____
Address: _____

WITNESS:

Name: _____
Address: _____

<ADD ACKNOWLEDGMENT>



APPRAISAL REPORT

**of World Golf Foundation, Inc.
Parcels 027010-0060 and 027010-0070
Located in World Golf Village,
St. Johns County, FL**

**Prepared By: Lampe, Roy & Associates, Inc.
1912 Hamilton Street Suite 204
Jacksonville, Florida 32210**

**For: Laurie Ford
Senior Real Estate Coordinator
Land Management Systems | Real Estate
St. Johns County Bd of County Commissioners
500 San Sebastian View
St. Augustine FL 32084
lford@sjcfl.us**

**Date of Value:
December 6, 2023**

**Date of Report:
February 12, 2024**

LAMPE, ROY & ASSOCIATES, INC.

APPRAISERS - CONSULTANTS

1912 Hamilton Street, Suite 204

Jacksonville, FL 32210

(904)388-7020

Fax (904)388-9298

Email: lra@lamperov.net

February 12, 2024

Laurie Ford
Senior Real Estate Coordinator
Land Management Systems | Real Estate
St. Johns County Board of County Commissioners
500 San Sebastian View
St. Augustine FL 32084
lford@sjcfl.us

Re: Appraisal of World Golf Foundation,
Inc.; Parcels 027010-0060 and 027010-
0070; Located in World Golf Village, St.
Johns County, FL: Our File 5160

Dear Ms. Ford:

This is in response to your request for an appraisal of the above-referenced property. The subject of this appraisal analysis consists of two adjacent tax parcels which are owned by the World Golf Foundation with the smaller site (Parcel 027010-0070) being improved with a two-story office building which is constructed on a ground lease and owned by the PGA Tour. Parcel 027010-0060 includes the common area, parking lot and three potential building sites and contains approximately 36.07 acres. A detailed discussion of the subject will be found in later sections of this appraisal report.

The following narrative report contains data gathered during our investigation of the subject property. This is to certify that we have no interest, contingent or otherwise, in this property and the fee for formulating our opinion of value is, in no way, contingent upon our value conclusions or final value estimates. Furthermore, the value conclusions and final value estimates reflected herein are not based upon minimum valuations, specific valuations or directed outcomes.

Value estimates are subject to the definition of Market Value as set forth in this report, as well as the General Assumptions and Limiting Conditions contained in the *Addendum* of this report. To the best of our knowledge, this report complies with the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation, the State of Florida, and the Appraisal Institute.

LAMPE, ROY & ASSOCIATES, INC.
APPRAISERS – CONSULTANTS

Laurie Ford
Senior Real Estate Coordinator
Land Management Systems | Real Estate
St. Johns County Board of County Commissioners
February 12, 2024
Page Two

After carefully studying and analyzing the data available as of the Date of Value, it is our opinion, the Market Value of the subject as of December 6, 2023, was:

World Golf Foundation	\$1,920,000
PGA Tour Entertainment	\$3,330,000

The above market value estimate for the subject property is based upon the following related time estimates:

Exposure Time:

Developable Land and Office Building	Six to 18 Months
Common Areas and Parking Lot	18 to 24 Months

It should be specifically noted that the indications of value presented within this report and the final Market Value estimate reflected herein have been developed based upon the General Assumptions and Limiting Conditions contained in the *Addendum*.

USPAP defines an **Extraordinary Assumption** as “an assignment-specific assumption, as of the effective date regarding uncertain information used in an analysis which, if found to be false could alter the appraiser’s opinions or conclusions.” For this report, no **Extraordinary Assumptions** have been incorporated in this analysis.

USPAP defines a **Hypothetical Condition** as “a condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.” For this report, no **Hypothetical Conditions** have been incorporated in this analysis.

Ms. Ford, I trust the enclosed information is of sufficient detail so as to clearly explain and document my estimated value conclusions. However, if any additional information pertaining to this analysis is needed, or if I might be of any further assistance to you in this

LAMPE, ROY & ASSOCIATES, INC.
APPRAISERS – CONSULTANTS

Laurie Ford
Senior Real Estate Coordinator
Land Management Systems | Real Estate
St. Johns County Board of County Commissioners
February 12, 2024
Page Three

matter, please do not hesitate to call me.

Respectfully Submitted,

LAMPE, ROY & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Michael C. Roy". The signature is written in a cursive, flowing style.

Michael C. Roy, MAI, SRA
State Certified General Real
Estate Appraiser No. RZ140

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

<i>Owner of Record -</i>	World Golf Foundation	
<i>Lessee -</i>	PGA Tour	
<i>Subject Location -</i>	World Golf Village in the northwest corner of I-95 and International Golf Parkway.	
<i>Land Area -</i>		
027010-0060	36.07 Acres	
027010-0070	1.02 Acre	
<i>Improvement Description -</i>	027010-0060	027010-0070
<i>Main Improvement Type -</i>	Asphalt paving	Office building
<i>Minor Improvements or Site Imp. -</i>	Landscaping, common area	Landscaping
<i>Zoning Classification -</i>	Planned Unit Development (PUD)	
<i>Land Use Designation -</i>	St. Johns Development of Regional Impact	
<i>Interest Appraised -</i>		
027010-0060	Servient Estate and Fee Simple Estate	
027010-0070	Leased Fee Interest and Leasehold Interest	
<i>Date of Value -</i>	December 6, 2023	
<i>Date of Report -</i>	February 12, 2024	
<i>Highest and Best Use -</i>	027010-0060	027010-0070
<i>As If Vacant -</i>	Commercial	Commercial
<i>As Presently Improved -</i>	Common Area/ Commercial	Professional Office
<i>Market Value Indications -</i>		
<i>Parcel 027010-0060</i>		
<i>Cost Approach -</i>	N/A	
<i>Income Approach -</i>	N/A	
<i>Sales Comparison Approach -</i>	\$1,920,000	

SUMMARY OF SALIENT FACTS AND CONCLUSIONS
(Continued)

<i>Parcel 027010-0070</i>	Fee Simple	Leasehold	Leased Fee
<i>Cost Approach -</i>	N/A	N/A	N/A
<i>Income Approach -</i>	\$4,430,000	\$3,330,000	\$1,100,000
<i>Sales Comparison Approach -</i>	\$4,085,000	\$2,985,000	\$1,100,000
<i>Reconciled Value Estimate -</i>			
<i>Parcel 027010-0060</i>	\$1,920,000 (Fee Simple and Leased Fee)		
<i>Parcel 027010-0070</i>	\$3,330,000 (Leasehold Estate)		
<i>Exposure Time -</i>			
<i>Developable Land and Office Building -</i>	Six to 18 Months		
<i>Common Areas and Parking Lot -</i>	18 to 24 Months		

IDENTIFICATION OF SUBJECT PROPERTY

The subject of this appraisal consists of two adjacent tax parcels which are owned by the World Golf Foundation with the smaller site (Parcel 027010-0070) being improved with a two-story office building which is constructed on a ground lease and owned by the PGA Tour. Parcel 027010-0060 includes the common area, parking lot and three potential building sites and contains a total of 36.07 acres. A more complete description of the subject will be provided in later sections of this report.

SCOPE OF THIS APPRAISAL

Standard 1 (Real Property Appraisal Development) of the *Uniform Standards of Professional Appraisal Practice 2024* states that:

In developing a real property appraisal, an appraiser must identify the problem to be solved, determine the scope of work necessary to solve the problem, and correctly complete research and analyses necessary to produce a credible appraisal.

According to the *Uniform Standards of Professional Appraisal Practice 2024*, the scope of work is defined as follows:

The type and extent of research and analyses in an appraisal or appraisal review assignment.

This has historically included, but is not limited to:

- *the extent to which the property is identified;*
- *the extent to which tangible property is inspected;*
- *the type and extent of data researched; and*
- *the type and extent of analyses applied to arrive at opinions or conclusions.*

The Scope of Services as it relates to this assignment included, but is not limited to:

1. Inspecting the subject.
2. Inspecting the surrounding neighborhood and the subject's competitive market area.
3. Gathering information concerning recent development trends that may influence the subject.
4. Researching information concerning the subject, i.e., zoning, the availability of utilities, assessed value and taxes, etc.
5. Formulating an opinion of the subject's Highest and Best Use.

6. Gathering market data including, but not limited to land sales, rents, income and expense comparables, construction costs, improved sales, absorptions studies, turnover ratios, etc.
7. Preparing an appraisal and providing other real estate-related services as requested.

The subject of this appraisal consists of two adjacent tax parcels located within the World Golf Village. The larger parcel (027010-0060) includes the entry road into the commercial space known as the World Golf Village along with the majority of the on-site parking, the lake in the center of the project and three potential building sites, two located near the former World Golf Hall of Fame and one along the northerly side of the shared parking area. This property is estimated to contain a total of 36.07 acres.

The second parcel (027010-0070) consists of a 1.02-acre site that has a physical address of 21 World Golf Place which is currently improved with a two-story office building originally constructed in 1997 which is estimated to contain 34,382 gross square feet and 32,329 rentable square feet of air-conditioned space. According to information obtained in conjunction with this assignment, this property is currently encumbered with a ground lease which will expire on December 31, 2026, between World Golf Village, Inc. and PGA Tour, Inc. This is a triple net lease which is currently generating a land rent of \$84,185 per year. As a result of this, the building itself is owned by the PGA Tour and its value will be allocated in later sections of this report.

In estimating the value of these two properties, the three approaches to value, namely, the Cost, Income and Sales Comparison, were each studied as they relate to each parcel. As noted earlier, the larger parcel has three potential building sites and contains the common areas and parking lots associated with the overall development. In estimating the value of this portion of the ownership, the Cost and Income Approaches are not deemed necessary in order to arrive at a credible indication of value since the improvements were constructed in the late 1990's. It is recognized that these common areas and the improvements do not generate revenue and their maintenance is handled by various owners' associations.

However, the Sales Comparison Approach will be developed for not only the common areas but also the potential building sites. In developing this approach, the public records of not only St. Johns County but also surrounding counties were studied in order to locate a sufficient number of sales. In addition, sale services including, but not limited to, CoStar, a national sales service, Metro Market Trends (MMT), a regional sales service, MLS services for both Northeast Florida and St. Johns County, conversations with brokers, other appraisers and research contained within our files were analyzed. The appropriate information will be presented in later sections of this report as it relates to this parcel.

The second property consists of a two-story office building which was originally constructed in 1997. As indicated above, the property is located on a ground lease between

two entities. For this reason, it will be necessary to allocate the site's overall value between the ground lessor and the lessee. In developing this analysis, the subject will be valued as a single entity utilizing both the Sales Comparison and Income Approaches. Again, this information will be presented in greater detail in later sections of this report.

In conjunction with undertaking this analysis, information was also gathered relating to the subject's current zoning, the availability of utilities, environmental conditions, etc. Additional information will also be obtained relating to the current ground lease for the smaller parcel in order to estimate the leased fee interest.

This report will be divided into three sections. The first will relate to information that is applicable to both parcels, i.e., area data, zoning, utilities, etc. The second will relate to the value estimate for Parcel 027010-0060, the parking lot, common area and three potential building sites. The third portion relates to Parcel 027010-0070, the property improved with the PGA Tour office building.

Recognizing the unique features of the subjects, the values of the various components will be estimated individually and then a bulk discount will be applied to reflect the purchase of all of these properties by a single entity. This will be discussed in greater detail in later sections of this report.

This report has been developed as an Appraisal Report as defined in Standards Rule 2-2 in the *Uniform Standards of Professional Appraisal Practice 2024*.

PURPOSE OF THIS APPRAISAL

The purpose of this appraisal is to estimate the Market Value of the subject as of the date of value. Market Value, as utilized within this report, is defined as follows:

"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."

The preceding definition was taken from the *Dictionary of Real Estate Appraisal, Seventh Edition*, as published by the Appraisal Institute.

EXTRAORDINARY ASSUMPTIONS

USPAP defines an *Extraordinary Assumption* as "an assignment-specific assumption, as of the effective date regarding uncertain information used in an analysis which, if found to

be false could alter the appraiser's opinions or conclusions." For this report, no **Extraordinary Assumptions** have been incorporated in this analysis.

HYPOTHETICAL CONDITIONS

USPAP defines a **Hypothetical Condition** as "a condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis." For this report, no **Hypothetical Conditions** have been incorporated in this analysis.

CLIENT'S NAME, INTENDED USE AND INTENDED USERS

This report is intended for use by the client, St. Johns County Board of County Commissioners. Use of this report by others is not intended by the appraiser. It is our understanding that the client intends to use this appraisal to assist it in conjunction with a potential purchase of the subjects. This report is not intended for any other use.

It is recognized that a copy of this appraisal may be provided to the owner. Possession of this report does not create an appraiser-client relationship.

PROPERTY RIGHTS APPRAISED

As discussed earlier, the subjects consist of properties that are partially encumbered with restrictions limiting their use, a ground lease, and unencumbered sites. As such, the property rights appraised herein as it relates to the three potential building sites are those associated with a Fee Simple Estate, which is defined as follows:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

The property rights appraised herein as it relates to the office building (Parcel 027010-0070) are those associated with a Leased Fee Interest for the landowner, which is defined as follows:

"The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires."

The property rights appraised herein as it relates to the owner of the building which is located on a ground lease is referred to as a Leasehold Interest, which is defined as follows:

"The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease."

The interest in the land currently utilized as the parking lot and common areas relates to the Servient Estate since its use is restricted to these purposes. This is defined as follows:

A property burdened by an easement; also known as the servient tenement. The servient estate is the opposite of the dominant estate (also known as the dominant tenement), which benefits from an easement.

Each of the preceding definitions was taken from the *Dictionary of Real Estate Appraisal, Seventh Edition*, as published by the Appraisal Institute.

DATE OF VALUE ESTIMATE

It should be specifically understood that the Date of Value associated with this appraisal is December 6, 2023.

DATE OF REPORT

The date of this report is February 12, 2024.

THREE YEAR SALES HISTORY

According to information provided in conjunction with this analysis, there has been no sale of the subject within the preceding three years. In addition, conversations with representatives of the owner indicate that it has not been listed in the market nor is it under negotiation or contract.

EXPOSURE TIME

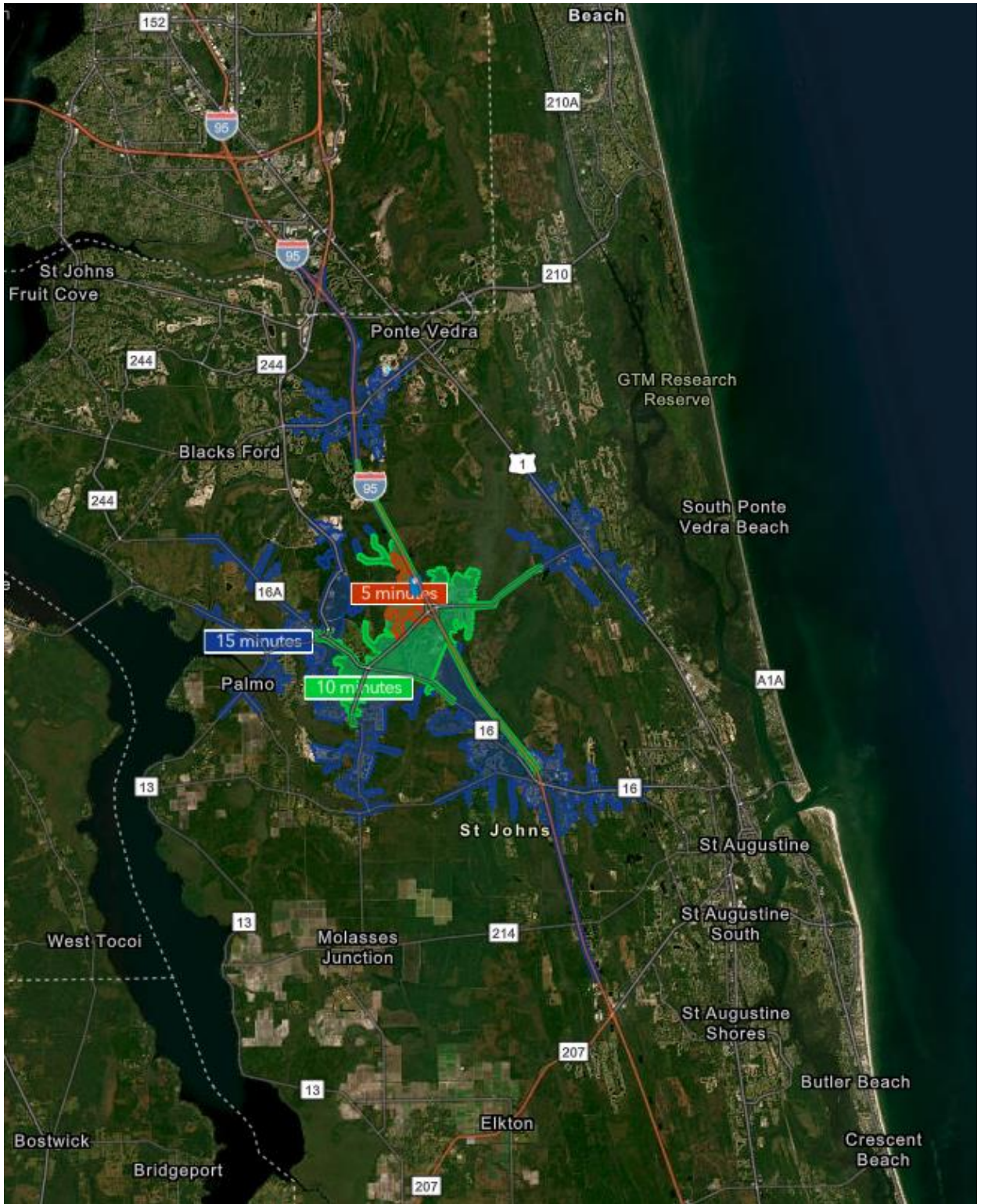
Exposure Time is defined as follows:

An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

The preceding definition was taken from the *Uniform Standards of Professional Appraisal Practice* for 2024 as promulgated by the Appraisal Foundation.

Based on a study of the length of time the sales analyzed in conjunction with this report were on the market, the apparent supply and demand for this type of property as well as

discussion with brokers familiar with this market, an exposure time of six to 18 months is considered appropriate for the developable land and existing office building and 18 to 24 months for the common areas and parking lot.



MARKET AREA MAP

MARKET AREA ANALYSIS

A property's market area is generally considered to be the area in which a prospective purchaser would search for alternative properties. This varies by property type. An analysis of this area includes such items as recent development activity, demographic characteristics, public infrastructure, i.e., roads, utilities, school system, parks, etc., as well as future private and government sector projects.

Inasmuch as the subjects are commercial in nature, the market area is typically estimated by drive-times. For this analysis, 5-, 10-, and 15-minute drive times will be utilized. The population of this area has been increasing over the past several years as illustrated in the following table.

Travel Times in Minutes	5	10	15
Population			
2010	256	3,037	9,923
2020	255	6,913	20,120
2010-2020 Annual Rate	-0.04%	8.57%	7.32%
2023 Population	344	8,353	22,653
2020-2023 Annual Rate	9.65%	5.99%	3.72%
2028 Population	582	11,192	27,870
2023-2028 Annual Rate	11.09%	6.03%	4.23%
Median Age			
2010	49.2	37.9	35.3
2020	68.5	44.4	40.0
2023	38.4	34.5	35.4
2028	37.6	33.5	34.3

As might be expected with the tremendous growth experienced by the area and the influx of young families, the median age has continued to decline throughout the market area and in 2023 is now less than the U.S. median age of 39.1.

Again, with the influx of new population, the construction industry has experienced tremendous growth as indicated in the following building permit activity as collected by the Northeast Florida Builders Association:

	1st Qtr			2nd Qtr			3rd Qtr			4th Qtr			Total	% Chg
	Jan.	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
2019	381	420	377	267	343	334	433	395	248	396	260	223	4,077	
2020	360	306	353	408	360	447	336	482	390	494	515	468	4,919	20.7%
2021	431	530	569	552	598	804	565	522	417	330	410	494	6,222	26.5%
2022	539	612	575	549	546	470	321	355	473	432	226	289	5,387	-13.4%
2023	379	317	348	350	482	568	502	666	507	393	290		4,802	
Total	1,172	1,256	1,299	1,227	1,301	1,585	1,334	1,399	638	890	775	691	15,218	

This is further illustrated by the fact that St. Johns County has experienced the most or second most residential construction permits in the four-county area (Clay, Duval, Nassau, and St. Johns) over the last five years.

With the influx of both people and new construction, the median household, average household, and per capita income are all expected to continue growing into the near future as illustrated on the following table.

Travel Times in Minutes	5	10	15
Median Household Income			
2023	\$95,214	\$104,676	\$100,719
2028	\$109,018	\$112,593	\$110,832
2023-2028 Annual Rate	2.74%	1.47%	1.93%
Average Household Income			
2023	\$116,377	\$131,878	\$131,067
2028	\$142,551	\$147,957	\$148,923
2023-2028 Annual Rate	4.14%	2.33%	2.59%
Per Capita Income			
2023	\$55,554	\$50,615	\$47,073
2028	\$65,520	\$57,202	\$54,031
2023-2028 Annual Rate	3.36%	2.48%	2.80%

The popularity of the area has led to the construction of seven new apartment complexes containing a total of 1,907 units since 2020. Rents range from the low \$1,500s for studio units to \$2,900 for three-bedroom, three bath units. According to published data, the units are being well received in the market.

The commercial market has also experienced significant growth over the past few years including the construction of the Buc-ees at International Golf Parkway and I-95, a Costco, and a recently announced Bass Pro Shop along with the not yet named luxury automobile dealership and a new Home Depot. However, it was recently announced that the Publix Supermarket located on Town Place near the World Golf Village was closed in December 2023 due to its lack of reaching and maintaining sales performance". Inspection reveals this is currently being utilized as a US Post Office distribution center.

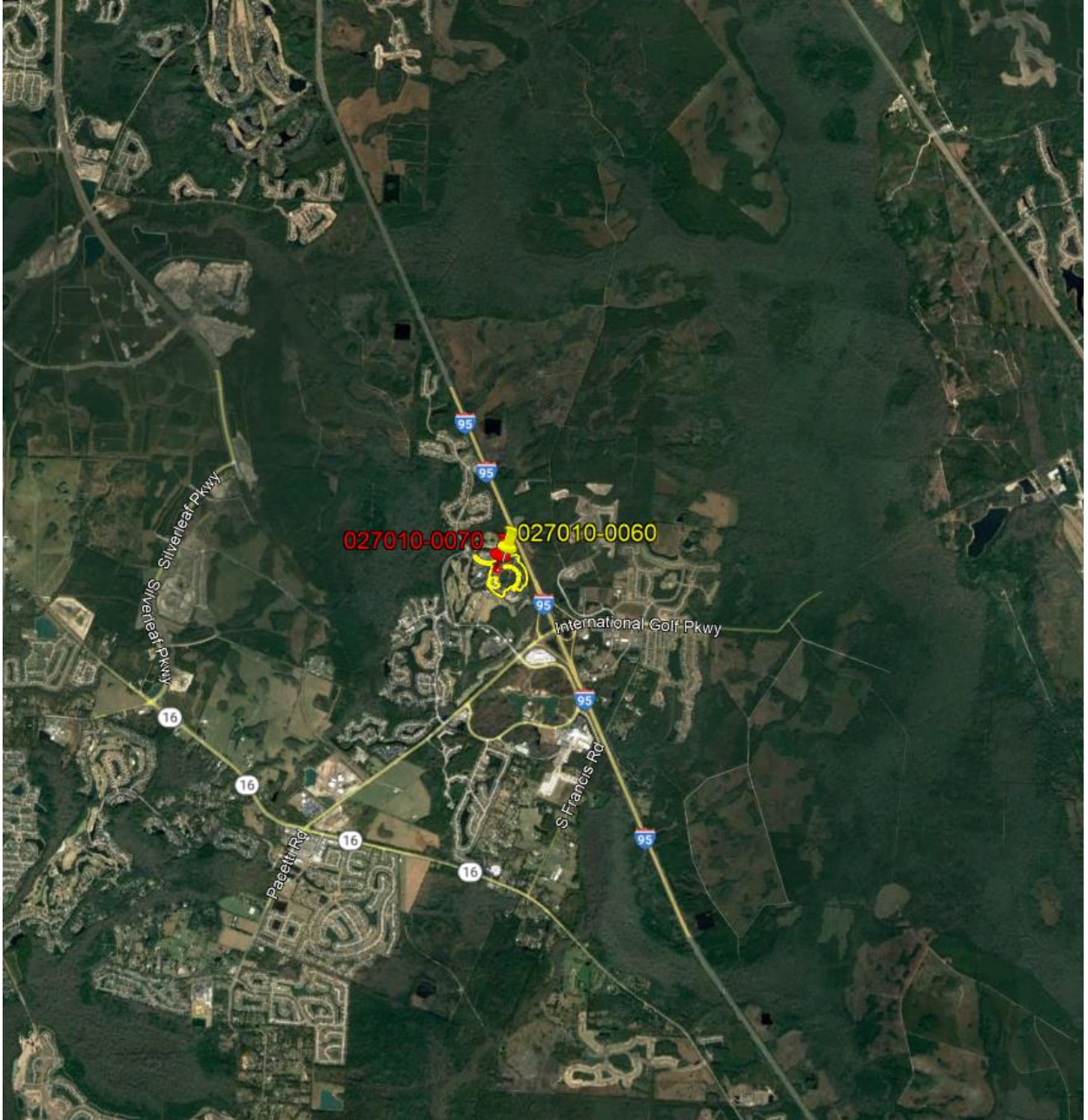
Several other community and neighborhood retail centers have also been constructed along International Golf Parkway to the east and west of I-95, with the majority of it clustered at the intersection of International Golf Parkway and State Road 16.

In order to improve traffic flow through the area, the County is in the process of constructing County Road 2209 which is also known as St. Johns Parkway and will essentially consist of a west beltway from I-295 and I-95 on the north eventually to I-95 to the south. In addition, as a part of the overall Silverleaf community, the developer has constructed a divided highway known as Silverleaf Parkway which currently connects with St. Johns Parkway on the north and State Road 16A to the south. This facility provides access to numerous subdivisions which have been constructed over the past several years.

All of this expansion has resulted in the St. Johns Utilities to expand their service and include reuse lines to help irrigate these new communities.

Conclusions

Based on the construction activity that has taken place over the past several years as well as the continued desirability of the area, the overall outlook is for continued growth in particular in the residential sectors, both single and multifamily, and gradual growth in the commercial and industrial areas.

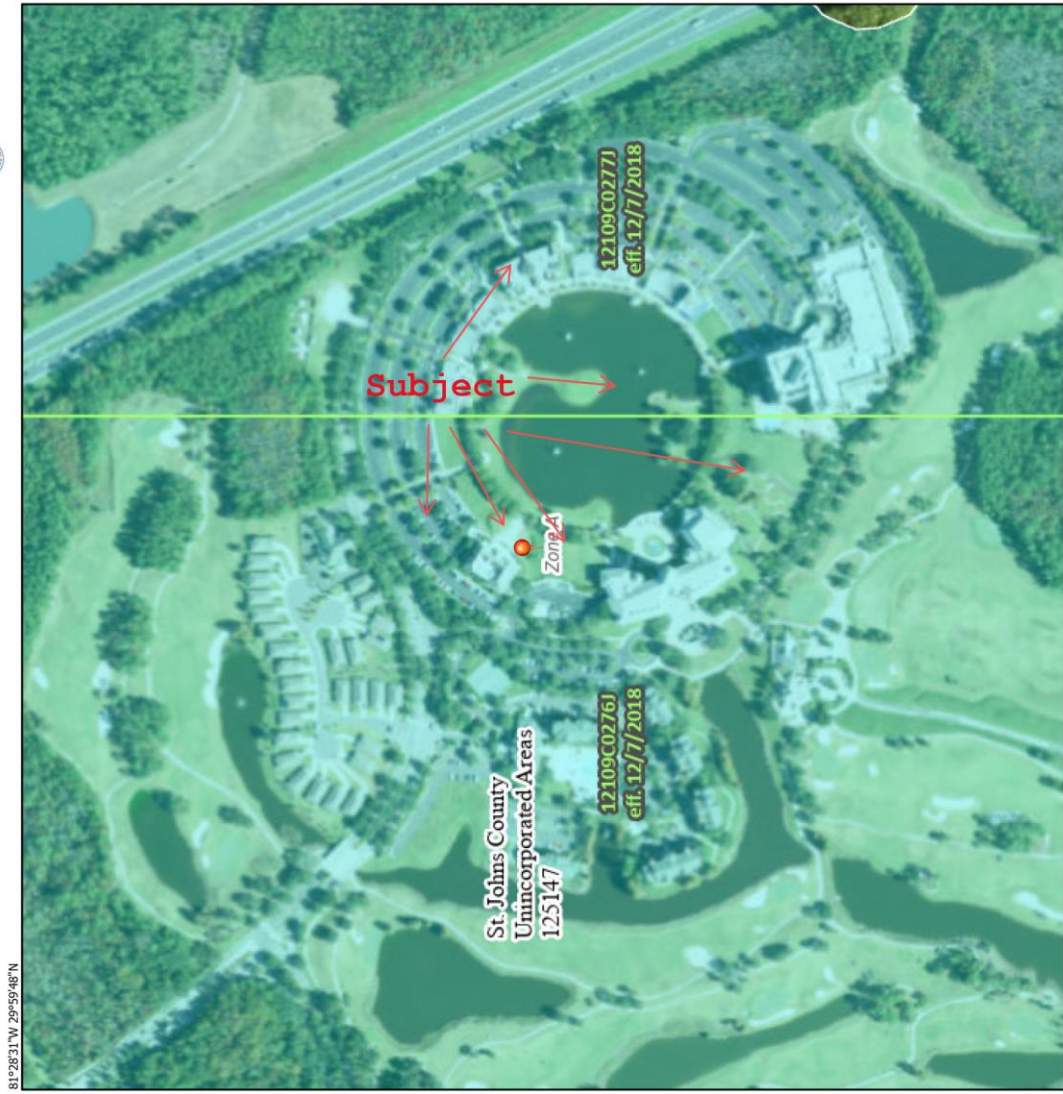


*Location Map
(For Illustrative Purposes Only)*



Location Map
(For Illustrative Purposes Only - Shaded Areas Not Part of Subject)

National Flood Hazard Layer FIRMette



Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) Zone A, V, AR9
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee, See Notes, Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS

- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transact
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transact Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 11/16/2023 at 1:53 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Flood Zone Map

PUBLIC OR PRIVATE EASEMENTS OR RESTRICTIONS

According to the last deed recorded involving the subject, OR Book 1185, Page 812 in the current public records of St. Johns County, these properties are subject to the following items:

1. Saint Johns DRI Development Order approved under Resolution No. 91-130, as modified by Modification of St. Johns DRI Development Order under Resolution No. 91-183, as noticed under Notification of DRI/Development Order recorded in Official Records Volume 922, page 219, as further modified by Modification of Saint Johns DRI Order under Resolution No. 94-211 and Resolution No. 95-06, as noticed under Notification of DRI/Development Order; recorded in Official Records volume 1091, page 1119 all of the public records of St. Johns County, Florida.
2. St. Johns County Ordinance No. 91-36 granting Planned Unit Development Rezoning dated August 27, 1991, as amended.
3. Declaration of Covenants and Restrictions for Saint Johns - Northwest Master recorded in Official Records Book 1185, page 595 of the public records of St. Johns County, Florida.
4. Declaration of Covenants and Restrictions for Saint Johns - Northwest Commercial recorded in Official Records Book 1185, page 645 of the public records of St. Johns County, Florida.
5. Declaration of Covenants and Restrictions for the World Golf Village recorded in Official Records Book 1185, page 1597 of the public records of St. Johns County, Florida.
6. Terms and provisions of Section 9.7 of the Agreement for Sale and Purchase by and between SJH Partnership, Ltd. and Broudy Brothers, Inc. dated May 24, 1996, restricting the property from being used for the sale of package liquor for off-premises consumption.
7. Water and Wastewater Utility Service Agreement, by and among Northwest Utilities I, Inc., SJH Partnership, Ltd. and St. Johns County, Florida dated January 24, 1995, recorded in Official Records Book 1094, page 332 of the public records of St. Johns County, Florida.
8. Special Assessment Agreement recorded in Official Records Book 1185, page 1907 of the public records of St. Johns County, Florida.

9. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, page 1831 of the public records of St. Johns County, Florida.
10. Use restriction in favor of Vistana WGV, Ltd. as set forth in Section 5.12 of that certain Special Warranty Deed in favor of Vistana WGV, Ltd. dated July 24, 1996, recorded in Official Records Book 1185-page 1409 of the public records of St. Johns County, Florida, restricting development, operation or sale of the Property for timeshare estates, timeshare licenses or vacation clubs, as such terms are defined in Chapter 721, Florida Statutes.
11. Use restriction in favor of WGV Retail, General Partnership as set forth in Section 5.13 of that certain Special Warranty Deed in favor of WGV Retail, General Partnership dated July 24, 1996, recorded in Official Records Book 1185, page 1519 of the public records of St. Johns County, Florida, restricting use of the Land for operation of a retail sales facility for the retail sale of golf products.
12. Access Easement from SJH Partnership, Ltd. to St. Johns County, Florida, dated April 24, 1995, recorded in Official Records Book 1108, page 1423 of the public records of St. Johns County, Florida.
13. Ground Lease between St. Johns County, Florida, as Lessor, and World Golf Village, Inc., a Florida not-for-profit corporation, as Lessee, dated May 10, 1995, recorded in Official Records Book 1108, page 1434 of the public records of St. Johns County, Florida.
14. Declaration of Covenants, Easements and Restrictions World Golf Village Golf Course and Hall of Fame recorded in Official Records Book 1185, page 1023 of the public records of St. Johns County, Florida.
15. Ingress and Egress Basement in favor of Vistana WGV, Ltd. recorded in Official Records Book 1185, page 1503 of the public records of St. Johns County, Florida.
16. Ingress and Egress Easement in favor of Scratch Golf Company recorded in Official Records Book 1185, page 893 of the public records of St. Johns County, Florida.
17. Assignment of Development Rights by SJH Partnership, Ltd. for the benefit of World Golf Village, Inc. recorded in Official Records Book 1185, page 845 of the public records of St. Johns County, Florida.

18. Access Easement from SJH Partnership, Ltd. in favor of World Golf Village, Inc. recorded in Official Records Book 1185, page 828 of the public records of St. Johns County, Florida.

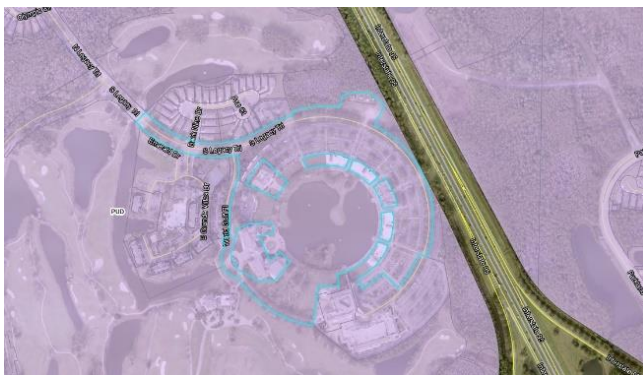
ENVIRONMENTAL CONSIDERATIONS

Unless otherwise stated in this report, the existence of hazardous substances, including, without limitations, asbestos, polychlorinated biphenyls, petroleum leakage or agricultural chemicals which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances such as asbestos, urea formaldehyde foam insulation or other hazardous substances or environmental conditions may affect the value of the property, the value estimate is predicated on the assumption that there are no such conditions on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

No archaeological or cultural resource surveys have been provided to the appraiser. The appraiser is not qualified to conduct such a survey. In the event that the presence of archaeologically significant findings is determined, the appraiser reserves the right to revise this appraisal accordingly.

In addition, it is noted that no wetland or wildlife studies relating to the subject were provided to the appraisers. For this reason, we have assumed that any such studies would not reveal any conditions which would negatively impact the use of the subject in conjunction with its estimated Highest and Best Use.

ZONING/LAND USE DISTRICT

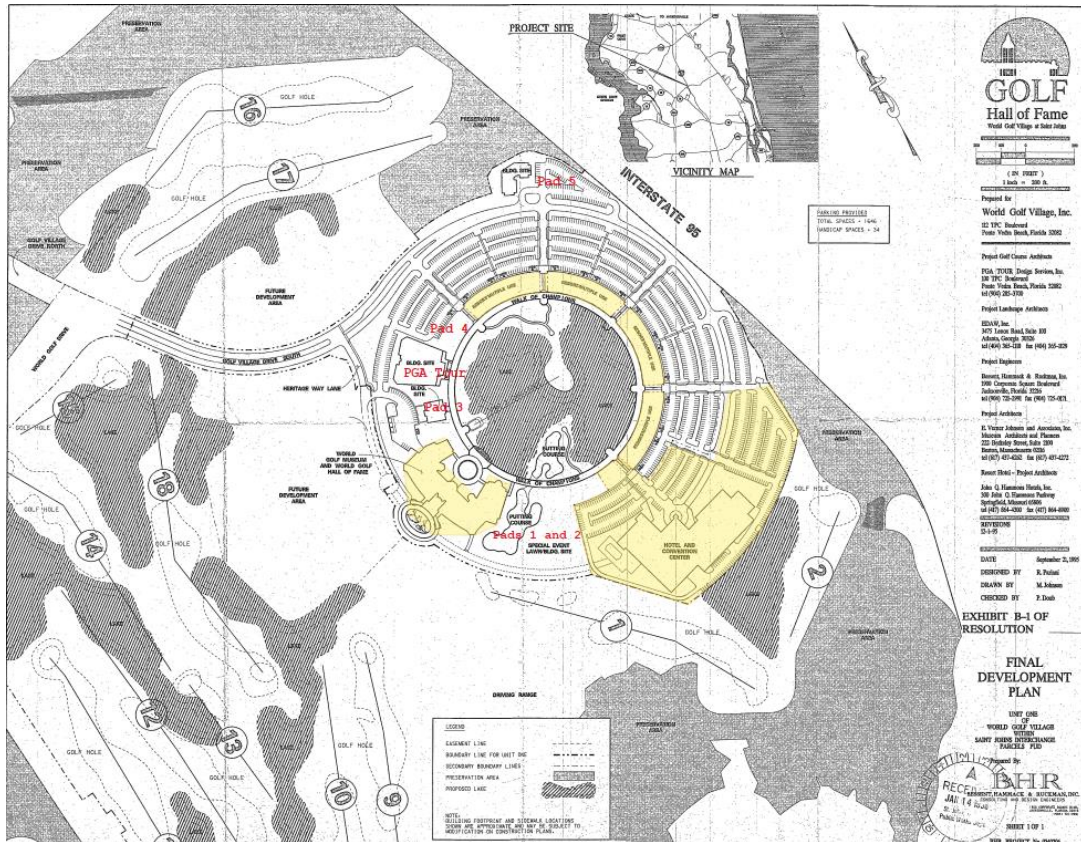


The subjects are zoned Planned Unit Development (PUD) via Ordinance 1991-36 which was amended in Ordinance 2017-16. This PUD includes areas outside the subject which is located in the parcel identified as the “World Golf Village Complex”. A wide variety of commercial uses are permitted within the World Village Complex and the ordinance states that “any use is allowable within the PUD

as a whole shall be allowed within the Complex subject to the demonstration of

compatibility with other uses in the Complex during the incremental Master Development Plan review process.”

The final Master Development Plan for World Golf Village is presented below.



As with the Google Earth aerial, the highlighted areas are not part of the subjects. The areas labeled as pad sites are for appraisal purposes and currently consist of vacant land that is estimated to have development potential.

It is also noted that the subjects are situated within the St. Johns DRI and, thus, the uses permitted under the PUD are considered consistent with the Future Land Use Plan.

IMPACT FEES

Although the subject is located within the St. Johns DRI, any development within it is subject to the appropriate impact. Recognizing the variety of possible uses, it is not possible to estimate these fees.

UTILITIES

Sewer and water are provided to the subject by the St. Johns County Utility Department. Electricity is provided to the subject by Florida Power & Light. Telephone service is provided by AT&T with mobile service available via a number of providers.

PARCEL 027010-0060



*Subject and Pad Sites
(Highlighted areas not part of subject)*

Subject Photos



Camera facing southerly showing parking area.



Camera facing southerly showing parking area.



Camera facing northwesterly showing parking area.



Camera facing westerly showing South Legacy Trail entrance.



Camera facing easterly showing lake and fountains in middle of property, commercial buildings in background.



Camera facing southeasterly showing lake, brick walkway, hotel in background, Hall of Fame on right.



Camera facing southwesterly showing Pad 3.



Camera facing northeast showing Pads 1 and 2.



Camera facing westerly showing access road to Pads 1 and 2.



Camera facing westerly showing Pad 2.



Camera facing northerly showing Pad 5.



Camera facing northeasterly showing Pad 5.

LEGAL DESCRIPTION

According to information provided to the last deed involving the subject (OR Book 1185, Page 812, the subject is legally described as follows:

"A detailed metes and bounds describing a portion of Section 10, Township 6 South, Range 28 East, more particularly described in OR Book 1185, Page 812, in the current public records of St. Johns County, Florida."

DESCRIPTION OF SUBJECT SITE

Based upon a physical inspection of the subject as well as a survey and other public records, the following is a description of this property:

Area -

Pad 1	1.33 Acre
Pad 2	1.75 Acres
Pad 3	0.65 Acre
Pad 4	0.35 Acres
Pad 5	1.05 Acres
Lake/Common Area/Parking	<u>30.94 Acres</u>
Total	36.07 Acres

Shape - Irregular

Dimensions - Multiple

Ingress/Egress - Via Legacy Trail off World Golf Village Boulevard.

Topography - Basically level

Flood Plain Data - Flood Maps 12109C0276J and 12109C0277J indicate Flood Zone A.

Drainage - Appears adequate.

Soil Characteristics - Appear typical of area.

Site Improvements - Asphalt paving, concrete curbing, landscaping, streetlights, sidewalks, and lake.

The portions of the subject referred to as “Pads” are landscaped areas that are estimated to be potential development sites. Like the other common areas, these are well landscaped and appear to be relatively level.

PUBLIC OR PRIVATE EASEMENTS OR RESTRICTIONS

This parcel is subject to the previously mentioned items contained in OR Book 1185, Page 812 in the current public records of St. Johns County.

ASSESSED VALUATION AND REAL ESTATE TAXES

According to the St. Johns County Property Appraiser’s office, the subject is referred to as Parcel 027010-0060. The assessed value and taxes for 2023 are summarized as follows:

Millage Rate	
Non School	7.2835
School	<u>5.4100</u>
Total	12.6935
Size (Ares)	36.07
RE Parcel #	027010-0060
Assessor's Market Value	
Land	\$3,798,433
Improvements	<u>\$1,328,736</u>
Total	\$5,127,169
Less Exemptions	<u>(\$3,228,357)</u>
Total Taxable Value	\$1,898,812
School Taxable Amount	\$2,563,584
Taxes Before Discount	\$27,699.00

Information from the St. Johns County Tax Collector’s office indicates that there are no unpaid taxes. It is noted that the 2023 taxes are not due and payable until March 31, 2024.

HIGHEST AND BEST USE ANALYSIS

Highest and Best Use, as utilized in this report, is defined as follows:

"The reasonably probable use of property that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum profitability."

The preceding definition was taken from the *Dictionary of Real Estate Appraisal, Seventh Edition*, as published by the Appraisal Institute. The criteria items should be considered

sequentially, in that it makes no difference that a project is financially feasible to develop if it is physically impossible to construct. It is also noted that this definition is an economic concept and, as such, does not take into consideration any social benefits to the community or surrounding area generated by one use of a property versus another. In estimating the Highest and Best Use for the subject property, each of these criteria will be analyzed both as if vacant and available for development as of the date of value and as presently improved.

Potential Out parcels

Legally Permissible

Investigation reveals that the subjects are zoned PUD and are located within the Interchange Northwest Quadrant DRI. According to the Master Plan for the World Golf Village, any uses permitted within the DRI are allowed as long as they are consistent with the existing properties. Based on this, a variety of residential, residential, hotel, commercial/retail, office, and industrial/warehouse uses are legally permissible.

Physically Possible

As noted earlier, the three potential out parcels range in size from 0.35 to 1.75 acres and, as such, each is considered to have sufficient area to permit a variety of legally allowable uses.

No engineering studies relating to the soil or subsoil conditions for these parcels were provided. A physical inspection of the properties did not reveal any obvious adverse topographic features which would dramatically impair development of the property. This is based on a limited physical inspection and, as such, would be subject to the provision of the appropriate engineering studies.

It is also noted that use of nearby parking spaces is available as part of the overall development plan which aids in the physical possibility of development.

Financially Feasible

In estimating the financially feasible uses for the subjects, a study of the surrounding land uses was undertaken. This revealed that these include retail, hotel, convention center, professional office, the former World Golf Hall of Fame, and the adjacent IMAX theater. The existing retail space appears to have a high occupancy; however, no information was available relating to the current rents. It is noted that no new construction has taken place within the Village since 1999.

An inspection of the nearby area reveals that there has been a tremendous increase in the amount of residential and commercial development. The majority of the residential projects are single-family in nature and include conventional subdivisions, age restricted projects,

and townhomes. Multifamily projects are also located in this area. The commercial development has consisted primarily of acreage size projects including Costco, Buc-ees, a proposed Bass Pro Outdoor World, a high-end automobile dealership, and shopping centers. The smaller commercial sites tend to be developed as retail and hotels.

Research also located a recent purchase of a one-acre site on the south side of the Town Center at St. Johns shopping center that will be developed with a veterinary clinic and has a potential second office building.

Based upon the size and location of these three potential out parcels, residential and industrial uses are not considered to be financially feasible.

Considering the recent development trends and the location of the subject, i.e., off the main transportation corridors, along with the closing of one of the main draws for the Village, the World Golf Hall of Fame, and the IMAX theater (the latter of which may remain a movie venue), a low intensity commercial use such as an office or destination retail use is considered to be financially feasible.

Maximally Productive

The preceding analysis indicates that low intensity commercial use would generate the maximum value.

Conclusions for Potential Out parcels

After considering the preceding information, it is my opinion that the highest and best use for the three potential parcels would be for low-intensity commercial use such as an office or destination retail use.

Parking/Landscaping/Lake/Common Areas

Legally Permissible

This portion of the subject is also zoned PUD and, as such, a variety of uses are legally permissible. However, the parking area has been designated for use by the improved portions of the subject and, as such, it does not appear legally permissible to redevelop this area.

In exploring this potential, information was gathered relating to the number of existing parking spaces and the number of required spaces for both the existing uses and development on the three potential out parcels. This reveals that, if these adjacent parcels are developed, it appears that there would be insufficient land area for additional parking

and development. Thus, reuse of the parking area is not considered to be legally permissible.

The lake, common areas, sidewalks, landscaping, etc. are part of the required open space and, as such, redevelopment of these areas is also not considered to be legally permissible.

Physically Possible

Although this portion of the ownership has adequate size, shape, etc., the requirement that it be utilized for supporting the adjacent development would preclude its reuse.

Financially Feasible

In estimating the financial feasibility of redeveloping the subject, it is noted that the majority of this area is for required parking. Thus, in order to build in the area of the existing parking, it would be necessary to replace any spaces impacted which would in all likelihood require the construction of a parking garage. Based upon recent cost estimates for this type of structure, this is not considered to be financially feasible. Thus, continued use of parking and open greenspace is considered to be financially feasible.

Maximally Productive

Recognizing the lack of alternate use of the subject, its current use is considered to be its maximally productive utilization.

Conclusions Parking/Landscaping/Lake/Common Areas

Based on the preceding analysis and recognizing that this portion of the ownership serves the adjacent development, continued use as parking/landscaping/lake/common area is considered to be its highest and best use.

MOST PROBABLE PURCHASER

Based upon the preceding analysis, the most probable purchaser of the subject would be an investor intending to develop one or more of the potential pad sites and selling off any that they were not going to build on.

VALUATION PREMISE

The premise under which the subject property is being appraised is that of market value. This assumes the property is exposed on the open market for a reasonable length of time to facilitate the meeting of a knowledgeable buyer and seller, thus acting without duress in

their own best interest and each knowing the uses to which the property is best suited. This premise also assumes financing for the sale is typical for this type of property and locale.

SALES COMPARISON APPROACH

In developing this approach, it is recognized that the three pad sites have development potential and, as such, sales of similar commercially zoned properties were gathered. In order to locate a sufficient number of transactions, the time period and the geographic area were expanded. This located a sufficient number of transactions to estimate the value of these individual pad sites, five of which will be utilized in this analysis. These transactions will be presented in the following sections with individual land sale write ups, a location map and comparison of each of these to the subject.

The largest portion of the subject, approximately 30.94 acres is currently utilized in conjunction with the access easement known as Legacy Trail, the existing parking lot which serves the overall World Golf Village along with the main lake, landscape areas and walkways. Inasmuch as this portion of the ownership is restricted to its current use, it is considered to be similar to common areas within subdivisions and other mixed-use developments. For this reason, sales of this type of property from the developer to the owners' association were gathered. These transactions will be presented following the estimation of the value of the out parcels.

Land Sales for Potential Out Parcels

LAND SALE NO. 1**Property Identification**

Record ID	4704
Property Type	Commercial, Office
Property Name	Animal Clinic at World Golf Village
Address	327 W. Town Place, St. Augustine, St. Johns County, Florida 32092
Location	South side of West Town Place.
Tax ID	027955-0094
Type Deed	Special Warranty Deed
HBU	Office
MSA	St. Augustine
Market Type	Office

Sale Data

Grantor	HP/POP, LLC
Grantee	KRTR, LLC
Sale Date	October 11, 2023
Deed Book/Page	5840/138
Recorded Plat	N/A
Property Rights	Fee Simple Estate
Marketing Time	N/A

LAND SALE NO. 1 (Cont'd.)

Financing Cash to seller, estimated to have no effect.
Sale History No sale within preceding three years.
Verification Kevin Russell (Grantee, (904)940-2342, December 04, 2023; Other sources: Public records, Confirmed by Michael C. Roy, MAI, SRA.
Sale Price \$587,500

Land Data

Zoning PUD, Planned Unit Development
Topography Slightly below road grade, relatively level.
Utilities All public utilities available.
Dimensions 304.22' x 272.28' x 155.42' 301.23'
Shape Basically rectangular
Flood Info Flood Zone X
Photo Info GIS aerial
Retention Off-site
Encumbrances Covenants and restrictions, estimated to have no effect.

Land Size Information

Gross Land Size 43,560 SF
Useable Land Size 43,560 SF, 100.0%
Planned Units 2
Front Footage 304 ft West Town Place
Actual/Planned Building SF 8,000

Indicator

Sale Price/Gross SF \$13.49

Legal Description

Detailed metes and bounds describing a portion of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, more particularly described in OR Book 5840, Page 138 in the current public records of St. Johns County, Florida.

Remarks

This consists of a rectangular-shaped site situated at the western terminus of West Town Place in the World Golf Village into the Town Center West shopping center just north of International Golf Parkway. At the time of the transaction, the property was vacant, mostly cleared, and unimproved.

LAND SALE NO. 1 (Cont'd.)

The property was acquired to construct a 4,500-square-foot veterinary clinic with the possibility of a second office building containing 3,500 square feet. On-site parking will be provided by 18 spaces for the veterinary clinic and 12 spaces for the future office along with two handicap spaces. Verification reveals that due to market conditions, the grantee is holding off on the construction.

LAND SALE NO. 2**Property Identification**

Record ID	4709
Property Type	Commercial, Convenience Store
Property Name	7-Eleven at Bannon Lakes Boulevard
Address	2220 International Golf Parkway, St. Augustine, St. Johns County, Florida 32095
Location	Northwest corner of International Golf Parkway and Bannon Lakes Boulevard.
Tax ID	027020-0060
Type Deed	Special Warranty Deed
HBU	Commercial
MSA	St. Augustine
Market Type	Commercial

Sale Data

Grantor	RREF III-P-EP Oak Forest LLC
Grantee	Sea 200 LLC
Sale Date	December 15, 2022
Deed Book/Page	5681/117
Recorded Plat	N/A
Property Rights	Fee Simple Estate
Marketing Time	N/A

LAND SALE NO. 2 (Cont'd.)

Conditions of Sale	Arm's Length transaction
Financing	Cash to seller, estimated to have no effect.
Sale History	No sale within preceding three years.
Verification	CoStar, Public records
Sale Price	\$1,500,000
<u>Land Data</u>	
Zoning	PUD, Planned Unit Development
Topography	Relatively level, approximately road grade.
Utilities	All public utilities available.
Dimensions	249.44' x 62.82' x 1.33' x 221.97' x 159.24' x 157.95' x 297.47
Shape	Basically rectangular
Flood Info	Flood Zone X
Photo Info	GIS aerial
Retention	Off-site
Encumbrances	Covenants and restrictions, easements, estimated to have no effect.
<u>Land Size Information</u>	
Gross Land Size	85,813 SF
Useable Land Size	85,813 SF, 100.0%
Front Footage	248 ft International Golf Parkway; 223 ft Bannon Lakes Boulevard.
Actual/Planned Building SF	4,650
<u>Indicator</u>	
Sale Price/Gross SF	\$17.48

Legal Description

Detailed metes and bounds describing a portion of Section 11, Township 6 South, Range 28 East more particularly described in OR Book 5681, Page 117 in the current public records of St. Johns County, Florida.

Remarks

This consists of a rectangular-shaped site situated in the northwest corner of International Golf Parkway's intersection with Bannon Lakes Boulevard. It is also located adjacent to the Bannon Lakes Apartments, a 280-unit project. Although this property has frontage on International Golf Parkway and Bannon Lakes Boulevard, access will be provided via entrances to the adjacent park apartment complex.

LAND SALE NO. 2 (Cont'd.)

The property will contain a 4,650-square-foot convenience store, eight fueling stations under a canopy, and a detached drive-through carwash containing 1,041 square feet. Parking will be provided via 41 spaces which includes two handicap spaces.

LAND SALE NO. 3



Property Identification

Record ID	4705
Property Type	Commercial, Office
Property Name	Rasul Commercial Site
Address	West Town Place, St. Augustine, St. Johns County, Florida 32092
Location	Southwest corner of World Golf Village Boulevard and West Town Place.
Tax ID	027955-0091
Type Deed	Special Warranty Deed
HBU	Commercial
MSA	St. Augustine
Market Type	Commercial

Sale Data

Grantor	Oak Ridge Realty, LLC
Grantee	Imtiaz Rasul et ux
Sale Date	May 10, 2022
Deed Book/Page	5556/1092
Recorded Plat	N/A
Property Rights	Fee Simple Estate

LAND SALE NO. 3 (Cont'd.)

Marketing Time	N/A
Conditions of Sale	Arm's Length Transaction
Financing	Cash to seller, estimated to have no effect.
Sale History	Sold March 13, 2020 for \$640,000
Verification	Brett McKee (Broker); (904)7378846 ext. 126, December 04, 2023; Other sources: Public records, CoStar, Confirmed by Michael C. Roy, MAI, SRA.
Sale Price	\$865,000

Land Data

Zoning	PUD, Planned Unit Development
Topography	Slightly below road grade, relatively level.
Utilities	All public utilities available.
Dimensions	Multiple
Shape	Basically rectangular
Flood Info	Flood Zone X
Photo Info	GIS aerial
Retention	Off-site
Encumbrances	Covenants, restrictions, and easements, estimated to have no effect.

Land Size Information

Gross Land Size	62,291 SF
Useable Land Size	62,291 SF, 100.0%
Front Footage	502 ft West Town Place; 242 ft World Golf Village Boulevard.
Actual/Planned Building SF	20,000

Indicator

Sale Price/Gross SF	\$13.89
----------------------------	---------

Legal Description

Detailed metes and bounds describing a portion of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, more particularly described in OR Book 5556, Page 1092 in the current public records of St. Johns County, Florida.

Remarks

This consists of a rectangular site in the southwest corner of West Town Place's intersection with World Golf Village Boulevard just north of International Golf Parkway. At the time of the sale, the property was vacant and unimproved.

LAND SALE NO. 3 (Cont'd.)

Verification reveals that the property included up to 20,000 square feet of commercial development rights.

LAND SALE NO. 4**Property Identification**

Record ID	4710
Property Type	Commercial
Property Name	Goldco Site
Address	Center Place Way, St. Augustine, St. Johns County, Florida 32095
Location	Southern terminus of Center Place Way.
Tax ID	027870-0053
Type Deed	Special Warranty Deed
HBU	Commercial
MSA	St. Augustine
Market Type	Commercial

Sale Data

Grantor	St. Johns MD, LLC
Grantee	Goldco. National Holdings LLC
Sale Date	April 13, 2022
Deed Book/Page	5547/1034
Recorded Plat	N/A
Property Rights	Fee Simple Estate

LAND SALE NO. 4 (Cont'd.)

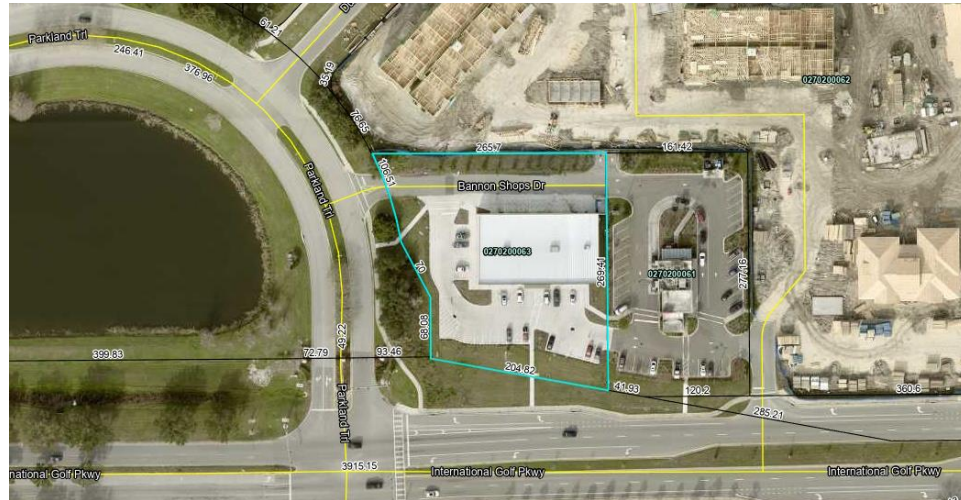
Marketing Time	N/A
Conditions of Sale	Arm's Length Transaction
Financing	Cash to seller, estimated to have no effect.
Sale History	No sale within preceding three years.
Verification	CoStar, Public records
Sale Price	\$1,602,573
<u>Land Data</u>	
Zoning	PUD, Planned Unit Development
Topography	Approximately road grade, relatively level.
Utilities	All public utilities available.
Dimensions	Multiple
Shape	Basically rectangular
Flood Info	Flood Zone X
Photo Info	GIS aerial
Retention	Off-site
Encumbrances	Covenants, restrictions, easements of record, estimated to have no effect.
<u>Land Size Information</u>	
Gross Land Size	123,275 SF
Useable Land Size	123,275 SF, 100.0%
Front Footage	135 ft Center Place Way
<u>Indicator</u>	
Sale Price/Gross SF	\$13.00

Legal Description

Detailed metes and bounds describing a portion of Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East more particularly described in OR Book 5547, Page 1034 in the public records of St. Johns County, Florida.

Remarks

This consists of an irregular-shaped site situated at the southern terminus of Center Place Way south of International Golf Parkway. At the time of the transaction, the property was vacant and unimproved.

LAND SALE NO. 5**Property Identification**

Record ID	4707
Property Type	Commercial, Retail
Property Name	Dollar General Site
Address	50 Bannon Shops Drive, St. Augustine, St. Johns County, Florida 32095
Location	Northeast corner of International Golf Parkway and Parkland Trail.
Tax ID	027020-0063
Type Deed	Special Warranty Deed
HBU	Commercial
MSA	St. Augustine
Market Type	Commercial

Sale Data

Grantor	RREF III-P-EP Oak Forest, LLC
Grantee	Concept Development, Inc.
Sale Date	December 22, 2021
Deed Book/Page	5453/1315
Recorded Plat	N/A
Property Rights	Fee Simple Estate
Marketing Time	N/A
Conditions of Sale	Arm's Length Transaction
Financing	Cash to seller, estimated to have no effect.
Sale History	No sale within preceding three years.

LAND SALE NO. 5 (Cont'd.)

Verification CoStar, Public records
Sale Price \$800,000

Land Data

Zoning PUD, Planned Unit Development
Topography Approximately road grade, relatively level.
Utilities All public utilities available.
Dimensions 204.82' x 68.08' x 70' x 106.51' x 265.7' x 269.41'
Shape Irregular
Flood Info Flood Map 1251470277J, Zone X.
Photo Info GIS aerial
Retention Off-site
Encumbrances Covenants, restrictions, easements of record, no effect.

Land Size Information

Gross Land Size 56,192 SF
Useable Land Size 56,192 SF, 100.0%
Front Footage 205 ft International Golf Parkway (no access); 258 ft Parkland Trail.
Actual/Planned Building SF 10,640

Indicator

Sale Price/Gross SF \$14.24

Legal Description

Detailed metes and bounds describing a portion of Section 11, Township 6 South, Range 28 East more particularly described in OR Book 5453, Page 1315 in the current public records of St. Johns County, Florida.

Remarks

This consists of an irregularly shaped site situated in the northeast corner of International Golf Parkway and Parkland Trail. At the time of the transaction, the site was vacant and unimproved.

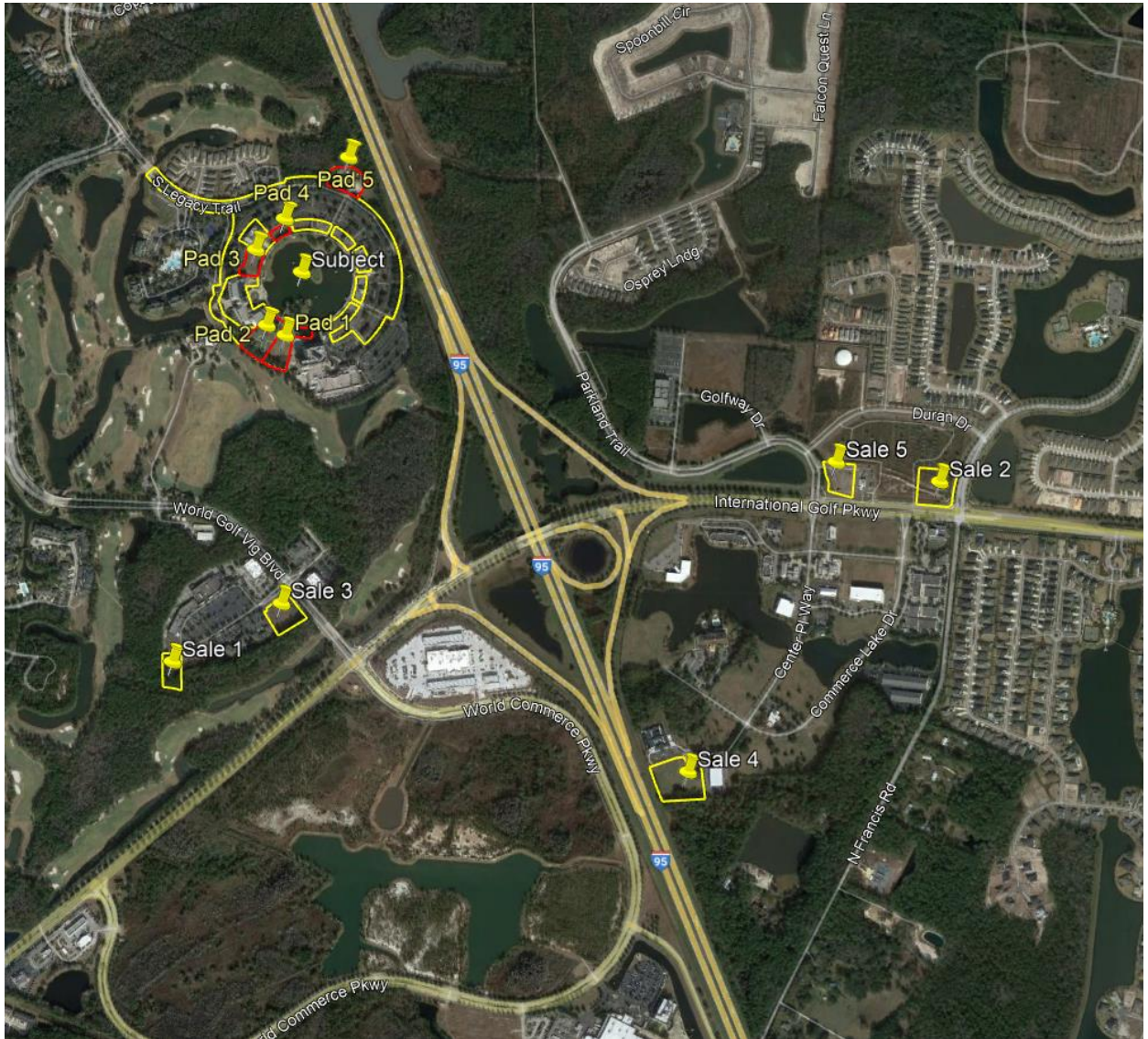
Subsequently, it has been improved with a one-story 10,640 square foot Dollar General. Although the property has frontage on these two roadways, its access is provided via Bannon Shops Drive which consists of a 27-foot-wide access easement along the north portion of the site which also provides access to the Wendy's fast-food restaurant located to the east. Access from this property is also available in the southeast corner of this site.

LAND SALE NO. 5 (Cont'd.)

On-site parking is provided by 31 regular spaces and two handicap spaces. In addition, there are two loading spaces.

Land Sales Summary Chart

Sale #	Subject	1	2	3	4	5
OR Book-Page		5840-138	5681-117	5556-1092	5547-1034	5453-1315
Date of Sale		10/11/23	12/15/22	05/10/22	04/13/22	12/22/21
Grantor		HP/POP LLC	RREF IIIP-P	Oakridge Realty	Saint Johns MD	RREF IIIP-P
Grantee		KRTR LLC	Sea 200 LLC	Rasul	Goldco Nat'l Hldgs	Concept Devel
Location		W Town Pl	IGP	WGV Blvd	Center Place Way	IGP
Sale Price		\$587,500	\$1,500,000	\$865,000	\$1,602,573	\$800,000
Square Feet		43,560	85,813	62,291	123,275	56,192
Planned SF Bldg.		8,000	4,650	20,000	N/A	10,640
Land: Bldg. Ratio		5.4	18.5	3.1	N/A	5.3
Zoning	PUD	PUD	PUD	PUD	PUD	PUD
Utilities	Yes	Yes	Yes	Yes	Yes	Yes
Elements of Comparison:						
Property Rights		0%	0%	0%	0%	0%
Financing		0%	0%	0%	0%	0%
Conditions of Sale		0%	0%	0%	0%	0%
Expenditures After Sale		\$0	\$0	\$0	\$0	\$0
Market Conditions		0%	0%	0%	0%	0%
Total Adjustment		\$0	\$0	\$0	\$0	\$0
Adjusted Sales Price		\$587,500	\$1,500,000	\$865,000	\$1,602,573	\$800,000
Unit of Comparison						
\$/Gross Sq. Ft.		\$13.49	\$17.48	\$13.89	\$13.00	\$14.24
Adjustments for:						
Location		-45%	-60%	-45%	-45%	-60%
Size		0%	0%	0%	0%	0%
Zoning		0%	0%	0%	0%	0%
Utilities		0%	0%	0%	0%	0%
Total %		-45%	-60%	-45%	-45%	-60%
Total \$/Sq. Ft.		(\$6.07)	(\$10.49)	(\$6.25)	(\$5.85)	(\$8.54)
Adjusted \$/Sq. Ft.		\$7.42	\$6.99	\$7.64	\$7.15	\$5.70



Land Sales Location Map

Elements of Comparison

The elements of comparison are the characteristics or attributes of properties in transactions that cause prices of real property to vary. The elements of comparison can be further broken down into adjustments for transactional items, location, physical attributes, economic characteristics, and non-realty components of value. Each of these elements of comparisons will be discussed as follows.

Transactional Elements

Property Rights

Each of these sales transferred Fee Simple Estate and, as such, is similar to the subject and no adjustment is required.

Financing

Investigation reveals that the financing of these properties had no impact on the sales price.

Conditions of Sale

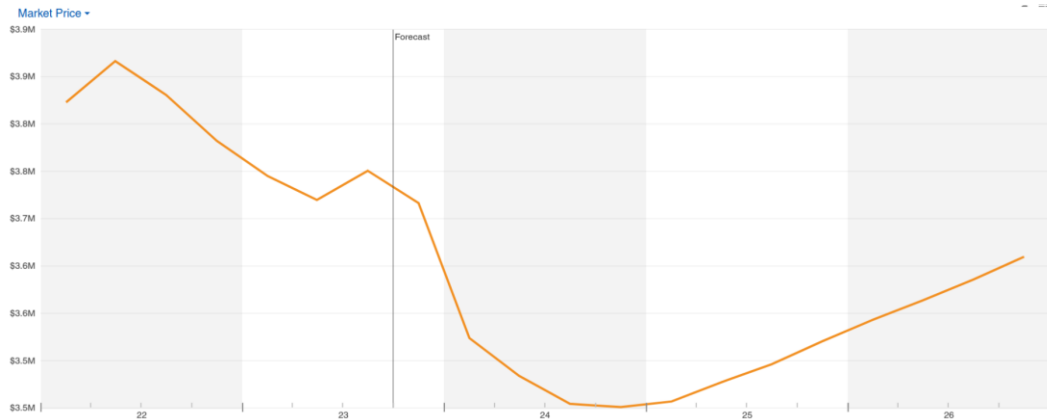
This adjustment recognizes circumstances surrounding the transaction that had an impact on the purchase price, such as a typical buyer or seller motivation, mutual business, or other relationships between the buyers and sellers, unusual tax considerations, lack of exposure on the open market, etc. Each of these sales was an Arm's Length Transaction and, thus, no adjustment is required.

Expenditures After Sale

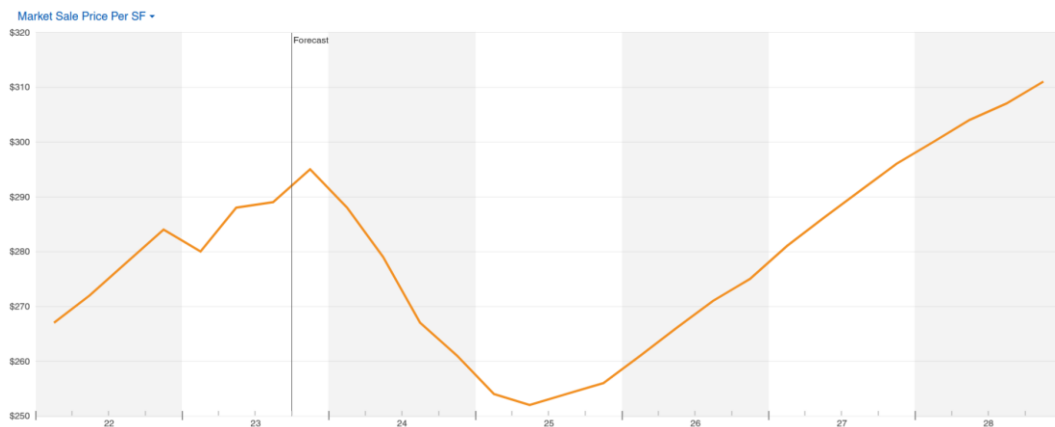
These are expenditures that will have to be made by the grantee immediately after the purchase of the property that had an impact on the sales price. These include such items as the cost to remedy deferred maintenance, demolish or remove improvements, zoning changes, environmental remediation, etc. that were not reflected in the sales price. Investigation reveals that for these sales there were no expenses after the date of sale which would need to be recognized in order to make the properties similar to the subject. For this reason, no adjustment is required.

Market Condition Adjustment

In estimating market trends for the subject, it is recognized that the potential uses of the subject would be for either retail or office use based upon the surrounding properties, the properties' locations, and their size. For this reason, information was gathered from Costar relating to the trends for office and retail sales in the area. The trends for the office market are presented in the following graph.



The trends for the retail market are presented in the graph below.



While the office market appears to be declining, the retail segment appears to be enjoying higher price per square foot sales.

Based on this data, no market condition adjustment has been applied to these sales.

Physical Elements

Location

It is noted that the subjects are located within the World Golf Village and are located approximately 1.5 miles from International Golf Parkway and, as such, do not enjoy exposure to the majority of the traffic in the area. Thus, the subjects are considered to be located in a destination type location, i.e., one that you were specifically going to versus an impulse location. To measure this effect, the following analysis was undertaken:

Land Sales Summary Chart

Sale #	2	5	1	4	5
OR Book-Page	5681-117	5453-1315	5840-138	5556-1092	5547-1034
Date of Sale	12/15/22	12/22/21	10/11/23	05/10/22	04/13/22
Grantor	RREF IIIP-P	RREF IIIP-P	HP/POP LLC	Oakridge Realty	Saint Johns MD
Grantee	Sea 200 LLC	Concept Devel	KRTR LLC	Rasul	Goldco Nat'l
Location	IGP	IGP	W Town Place	WGV Blvd	Center Place Way
Sale Price	\$1,500,000	\$800,000	\$587,500	\$865,000	\$1,602,573
Square Feet	85,813	56,192	43,560	62,291	123,275
Zoning	PUD	PUD	PUD	PUD	PUD
Utilities	Yes	Yes	Yes	Yes	Yes
Elements of Comparison:					
Property Rights	0%	0%	0%	0%	0%
Financing	0%	0%	0%	0%	0%
Conditions of Sale	0%	0%	0%	0%	0%
Expenditures After Sale	\$0	\$0	\$0	\$0	\$0
Market Conditions	0%	0%	0%	0%	0%
Total Adjustment	\$0	\$0	\$0	\$0	\$0
Adjusted Sales Price	\$1,500,000	\$800,000	\$587,500	\$865,000	\$1,602,573
Unit of Comparison					
\$/Gross Sq. Ft.	\$17.48	\$14.24	\$13.49	\$13.89	\$13.00
	Sales 2 and 5				
Average \$/SF	\$19.09				
Difference					
\$	(\$2.54)				
%	-15.9%				

It is recognized that although Sales 2 and 5 front on International Golf Village Parkway, neither of them has direct access to it.

In addition to this, an analysis of the sale of the retail buildings within the World Golf Village was compared to the average price for retail properties in St. Johns County for the timeframe of January 2015 to January 2018 based upon data from CoStar. This located 17 sales containing between 10,000 and 100,000 square feet with the average price per square foot of building being \$121.00. The retail buildings in World Golf Village contained 80,393 square feet and sold for \$4,021,500 or \$50.02 per square foot. This is 58.7% less than the average for St. Johns County.

In December 2020, the purchasers of the WGV retail center sold a portion of it to Reverb Church for \$1,750,000. This building contains 30,072 square feet and, thus, indicates a price of \$58.19 per square foot. Again, sales of retail buildings between 10,000 and 100,000 square feet were gathered from CoStar and 11 were located which indicated an average sales price of \$202 per square foot of building. This would then indicate a location adjustment of -71.2%.

Based upon this analysis, a -60% location adjustment will be applied to Sales 2 and 5 and -45% will be applied to Sales 1, 3, and 4.

Size

Each of these sales is considered similar to the size of the subject's potential out parcels and thus, no adjustments are required.

Zoning

Each of the sales is located within a similar zoning as the subject and thus, no adjustment is required.

Utilities

The sales are considered similar in regard to the availability of public utilities and thus, no adjustment is required.

Correlation for Potential Out Parcels

The preceding sales indicate an adjusted range from a low of \$5.70 to a high of \$7.64 per square foot. The upper limit of this range was established by Sale 3 which included development rights for the construction of up to 20,000 square feet of commercial space. Although this is a potential use for the subject, it is considered more intense and, for this

reason, this transaction is considered to indicate a value greater than that of the subject outparcels.

Sale 1 is the most recent transaction and, like the subjects, is not located on a primary highway. This property was purchased for owner occupancy and the construction of a second office building. Thus, the intended uses are considered similar to those of the subjects and, for this reason, this transaction is considered to be a good indication of value for the subjects.

The lower limit of the range is established by Sale 5 which fronts on International Golf Parkway although its access is via a shared common driveway (Bannon Shops Drive) with the Wendy's fast-food restaurant located to the east which is located on this property. This access is from Parkland Trail along its east property line. This property is considered to indicate a value lower than that of the subject because a portion of the site is consumed with a shared driveway.

Sale 2 is also located on International Golf Parkway and was acquired for the construction of a 7-11 convenience store. Its access is shared with an entry road to the adjacent apartment complex. This is considered to be a superior use, and for this reason it is given careful consideration.

Recognizing the subject's location in conjunction with primary roads and nearby commercial development, a value in the lower limit of this range is considered to be appropriate.

Pads 1 and 2 are located at the rear of the Village and, as such, the existing access will need to be expanded to facilitate any development. It is also noted that the potential development will be removed from the existing parking and thus, a portion of these sites will in all likelihood need to be utilized for this purpose. Based on these issues, these two sites are estimated to have a value near the lower limit of this range and have been estimated to be \$6.00 per square foot.

Pad 3 is situated between the former Golf Hall of Fame and the PGA Tour building, which will also be vacated in the near future. The property is adjacent to parking and, thus, is estimated to have a slightly higher value than Pads 1 and 2. Based on the location of this site as well as the view of the common areas, this site is estimated to have a value of \$7.00 per square foot.

Pad 4 is located adjacent to parking and between the PGA building and the existing commercial space. As this is the smallest of the potential development sites, its utilization is considered to be less difficult and, thus, warrants a higher land value. Based on this, a value of \$7.50 per square foot has been estimated for this site.

Pad 5 is located on the main entry and appears to have adequate space on-site parking as well as use of the existing parking lot on the south side of Legacy Trail. Again, since the site is considered to be more usable and closer to the nearby residential development, it is also estimated to have a value of \$7.50 per square foot.

Based upon the previously estimated unit values, the individual values each of the pad sites are estimated as follows:

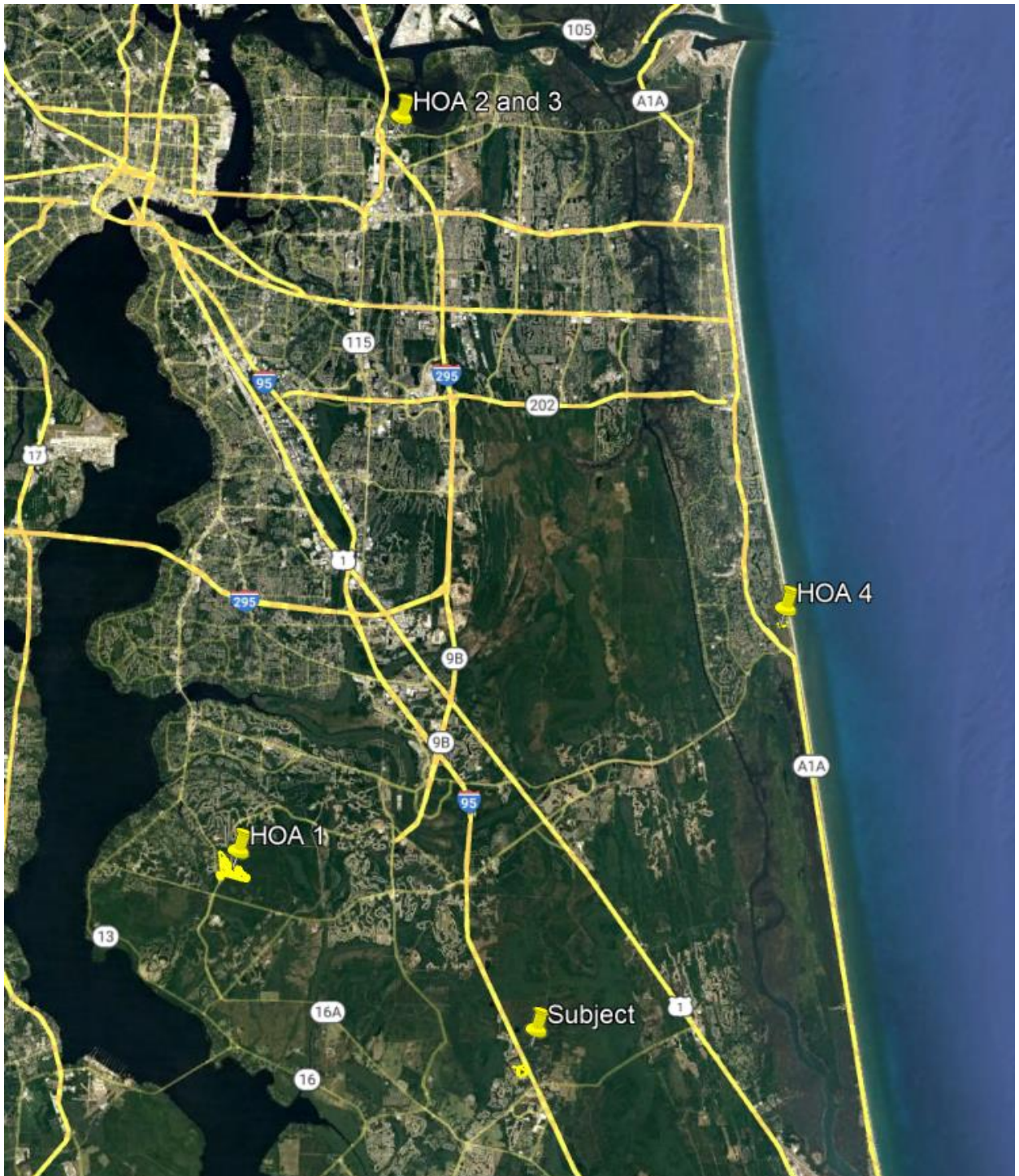
	Acres	Square Feet	\$/Sq. Ft.		Rounded to
Pad 1	1.33	57,935	\$6.00	\$347,610	\$347,600
Pad 2	1.75	76,230	\$6.00	\$457,380	\$457,400
Pad 3	0.65	28,314	\$7.00	\$198,198	\$198,200
Pad 4	0.35	15,246	\$7.50	\$114,345	\$114,300
Pad 5	1.05	45,738	\$7.50	\$343,035	\$343,000

Sales for Parking/Lake/Common Areas

As noted earlier, this portion of the subject ownership is considered to have no development potential and the value created by their existence has been transferred to the portion of the overall Village area that can be improved. Thus, it was necessary to locate sales of similar type properties. Along these lines, information was gathered relating to the sale of common areas associated with residential subdivisions to the Owners Association. As with the subject, these properties cannot be developed independently, and their impact has been reflected in the increased value of the adjacent properties and has been transferred to those owners. A summary of these sales is provided on the following page.

HOA Sales Summary Chart

Sale #		HOA 1	HOA 2	HOA 3	HOA 4
OR Book-Page		5525-1511	20236-86	20065-2181	5113-1814
Date of Sale		02/28/22	02/28/22	12/07/21	12/01/20
Grantor		Oxford Estates	Deer Run Merrill	Deer Run Merrill	1044PVB LLC
Grantee		Owners Assoc. of Oxford Est.	Deer Run Twnhms Owners Assoc.	Deer Run Twnhms Owners Assoc.	Eventide Owners Assoc.
Location					Beachside-Sea Glass
Sale Price		\$100	\$100	\$100	\$100
Acres	30.94	98.29	1.45	5.50	3.53
Zoning	PUD	AGR	PUD	PUD	PUD
Utilities	Yes	Yes	Yes	Yes	Yes
Elements of Comparison:					
Property Rights		0%	0%	0%	0%
Financing		0%	0%	0%	0%
Conditions of Sale		0%	0%	0%	0%
Expenditures After Sale		\$0	\$0	\$0	\$0
Market Conditions		<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
Total Adjustment		\$0	\$0	\$0	\$0
Adjusted Sales Price		\$100	\$100	\$100	\$100
Unit of Comparison					
\$/Site		\$100	\$100	\$100	\$100



Land Sales Location Map

Correlation for Parking/Lake/Common Areas

In analyzing the preceding sales data, two factors are readily apparent. The first is that each of these properties is undevelopable and is a portion of a larger development. The second is that the value created by the presence of the land associated with each of these transactions has been transferred to the adjacent properties, in these cases in the form of higher prices for the residences associated with the subdivision.

These properties are highly similar to the subject in that the value created by their presence has been transferred to the adjacent improved properties, i.e., the World Golf Village, the PGA Entertainment building, the former Golf Hall of Fame, and IMAX theater buildings. In addition, the Renaissance Hotel and Convention Center also utilize portions of the parking area. Although the parking area may have a usable shape and size, its restriction to use as parking for the adjacent properties removes its development potential and, thus, severely limits its value.

The subject also includes the walkways between the various buildings, a large lake and open space. This portion of the subject is more similar to the sales in that the shape and improvements would also eliminate their development potential.

The preceding sales were all from the original developer to the various owners' associations once the subdivisions were nearing completion or completed. Each of them sold for a nominal price recognizing the fact that their contributory value had been transferred to the adjacent properties.

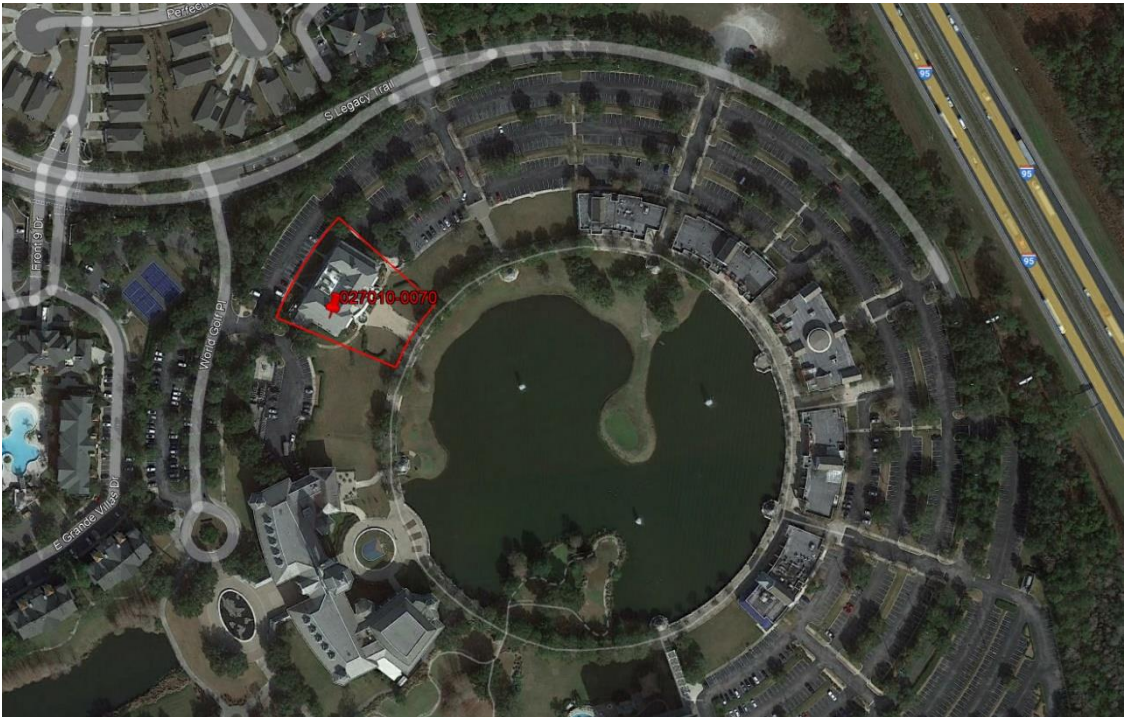
Recognizing the lack of development potential for the parking/lake/common areas, they are estimated to have a similar value to that indicated by these sales. Taking into consideration the overall size this property, this portion of the property is also estimated to have a nominal value which is estimated to be \$1,000.

Summary of Values

A summary of the value of the individual components of Parcel 027010-0060 are summarized as follows:

Pad 1	\$347,600
Pad 2	\$457,400
Pad 3	\$198,200
Pad 4	\$114,300
Pad 5	\$343,000
Parking/Lake/Common Areas	\$1,000

PARCEL 027010-0070



*Subject Aerial
(For Illustrative Purposes Only)*

Subject Photos



*Camera facing westerly showing front of
PGA Tour Entertainment Building.*



Camera facing southwesterly showing front of building.



Camera facing northwesterly showing front of building.



Camera showing loading door.



Camera facing easterly showing trailer storage area behind building.



Camera facing northeasterly showing rear of building.



Camera showing main entrance.



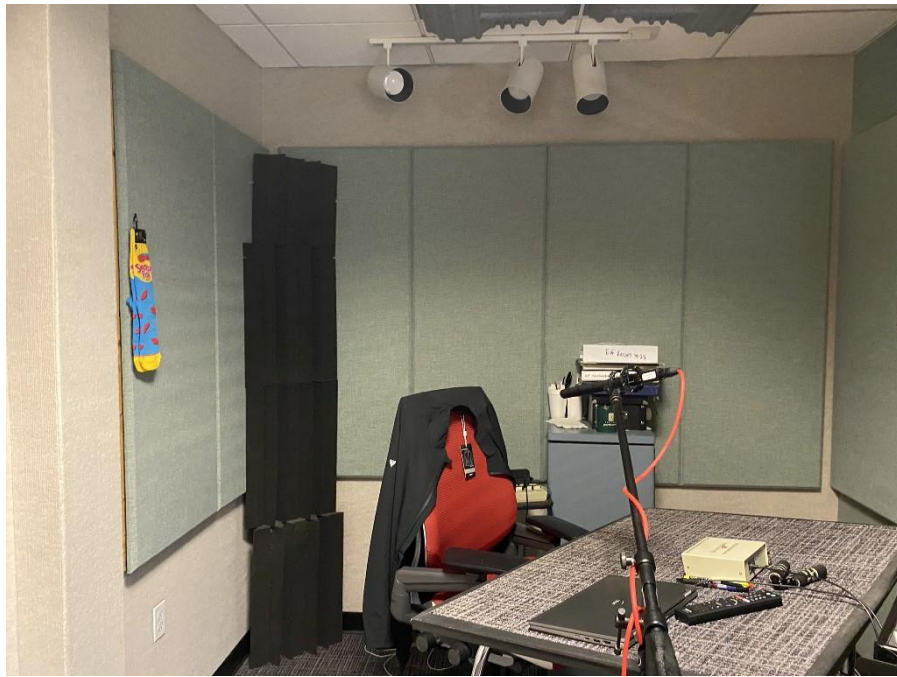
Camera showing reception area.



Camera showing lobby waiting area.



Editing room



Typical announcers' room.



Control Room A



Computer room



Studio



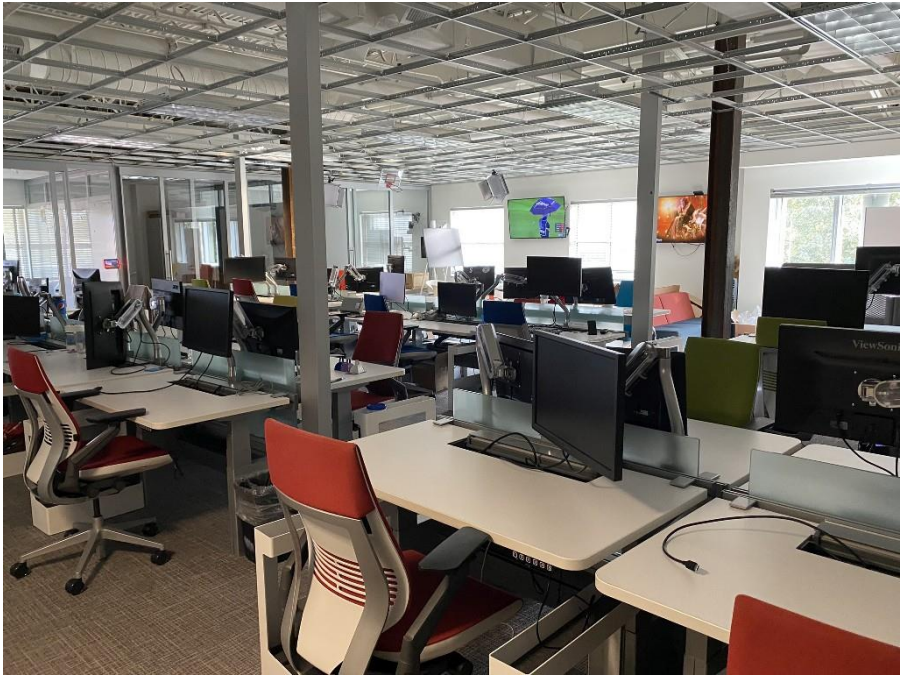
Transmission operations room.



Employee's lounge



Typical office



Open workspace



Conference room



Employee workout area.



Roof mounted HVAC



Backup generator

The preceding interior photographs were provided by CBRE who is also appraising the subject at this time.



CONSULTANTS
ENVIRONMENTAL DESIGN
EMPLOYMENT
J.W. ALSTON ASSOCIATES
MECHANICAL AND ELECTRICAL
PLUMBING
NINCOMB & BIRD
PETERSON ARCHITECTS
PINK REYNOLDS ARCHITECTS
COST ESTIMATORS
BOWEN INTERNATIONAL

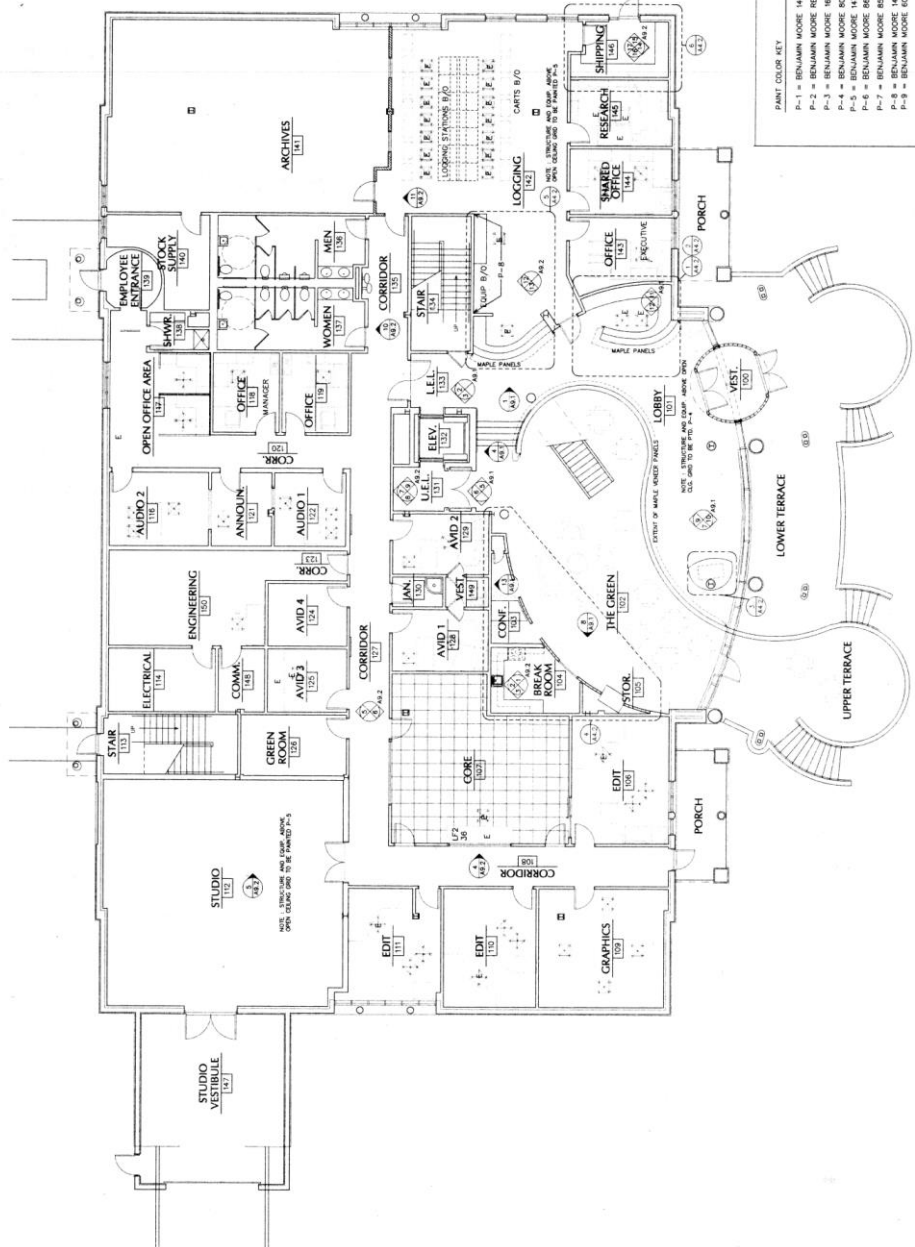


**PGA TOUR
PRODUCTIONS BUILDING**
ST. AUGUSTINE, FLORIDA

DATE: FEBRUARY 3, 1997
REVISIONS:
1 JUNE 5, 1997

TITLE: FIRST FLOOR FINISH PLAN
drawn by: JRW
checked by: TF
coord. no.: 9638
sheet:

A1.4
of set no.



PAINT COLOR KEY
 P-1 = BENJAMIN MOORE 1482
 P-2 = BENJAMIN MOORE READY MIX BLACK
 P-3 = BENJAMIN MOORE 1634
 P-4 = BENJAMIN MOORE 805
 P-5 = BENJAMIN MOORE 821
 P-6 = BENJAMIN MOORE 858
 P-7 = BENJAMIN MOORE 1494
 P-8 = BENJAMIN MOORE 602

NOTES
 1. ALL WALLS ON FIRST AND SECOND FLOORS SCHEDULED TO BE PAINTED SHALL BE PAINTED P-1 UNLESS OTHERWISE NOTED
 2. ALL WALLS ON THIRD FLOOR SCHEDULED TO BE PAINTED SHALL BE PAINTED P-7 UNLESS OTHERWISE NOTED
 3. ALL STRUCTURE AND M.E.P. EQUIP. ABOVE OPEN CEILING GRIDS TO BE PAINTED. SEE FINISH PLAN FOR PAINT COLOR AT EACH AREA.

1st Floor Plan



consultants
 LANDSCAPE ARCHITECTS AND PLANNING DESIGN
 STRUCTURAL ENGINEERS
 MECHANICAL AND ELECTRICAL ENGINEERS
 INTERIOR DESIGN ARCHITECTS
 NAVIGATION & ROYD ARCHITECTS
 COST ESTIMATORS
 BRYDEN INTERNATIONAL

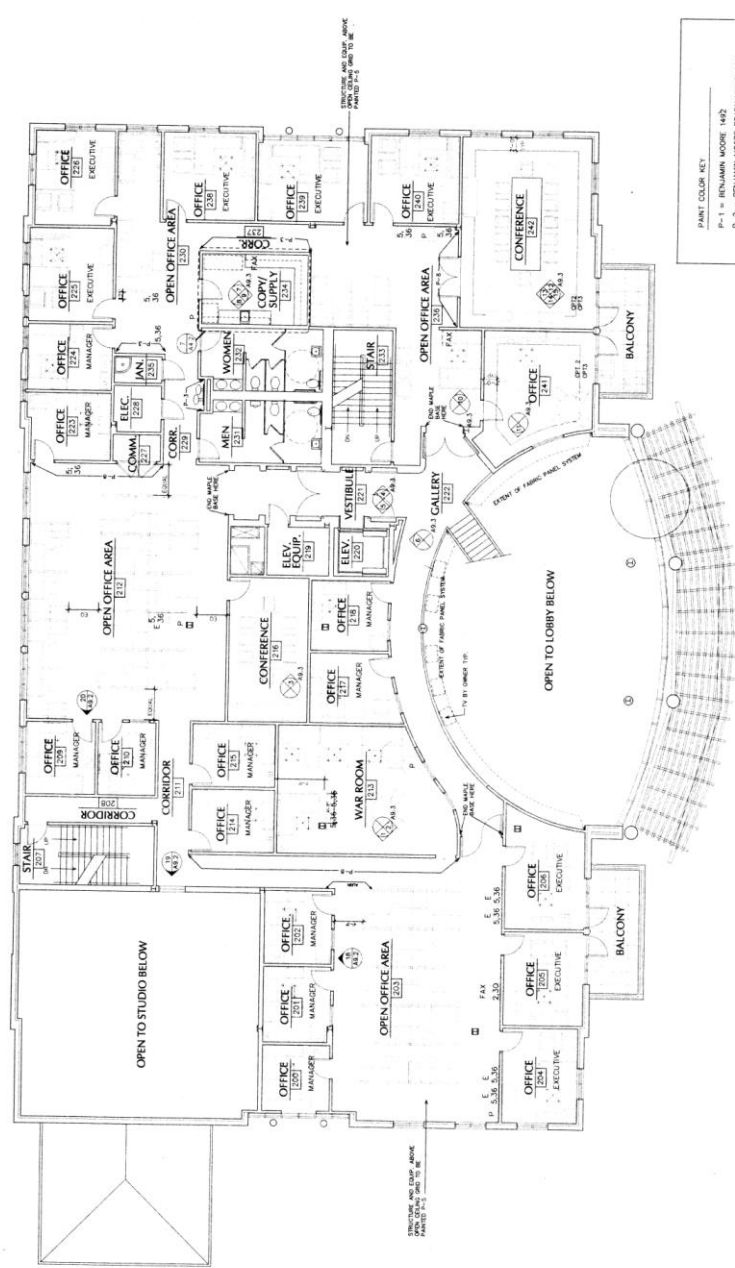


PGA TOUR PRODUCTIONS BUILDING
 ST. AUGUSTINE, FLORIDA
WORLD GOLF VILLAGE

date FEBRUARY 3, 1997
revisions:
 1 MAY 15, 1997
 2 JUNE 5, 1997

THE SECOND FLOOR FINISH PLAN
 dwg. by JRW
 ckd. by JRW
 comm. no. 9638
 sheet

A1.5
 of set no.



PAIN COLOR KEY
 P-1 = BENJAMIN MOORE 1402
 P-2 = BENJAMIN MOORE READY MIX BLACK
 P-3 = BENJAMIN MOORE 1634
 P-4 = BENJAMIN MOORE 805
 P-5 = BENJAMIN MOORE 1472
 P-6 = BENJAMIN MOORE 861
 P-7 = BENJAMIN MOORE 856
 P-8 = BENJAMIN MOORE 1494
 P-9 = BENJAMIN MOORE 602

NOTES
 1. ALL WALLS ON FIRST AND SECOND FLOORS SCHEDULED TO BE PAINTED SHALL BE PAINTED P-1 UNLESS OTHERWISE NOTED
 2. ALL WALLS ON THIRD FLOOR SCHEDULED TO BE PAINTED SHALL BE PAINTED P-7 UNLESS OTHERWISE NOTED
 3. ALL STRUCTURE AND M.E.P. EQUIP. ABOVE OPEN CEILING GRIDS TO BE PAINTED. SEE FINISH PLAN FOR PAINT COLOR AT EACH AREA.



SECOND FLOOR FINISH PLAN
 1/8" = 1'-0"

2nd Floor Plan



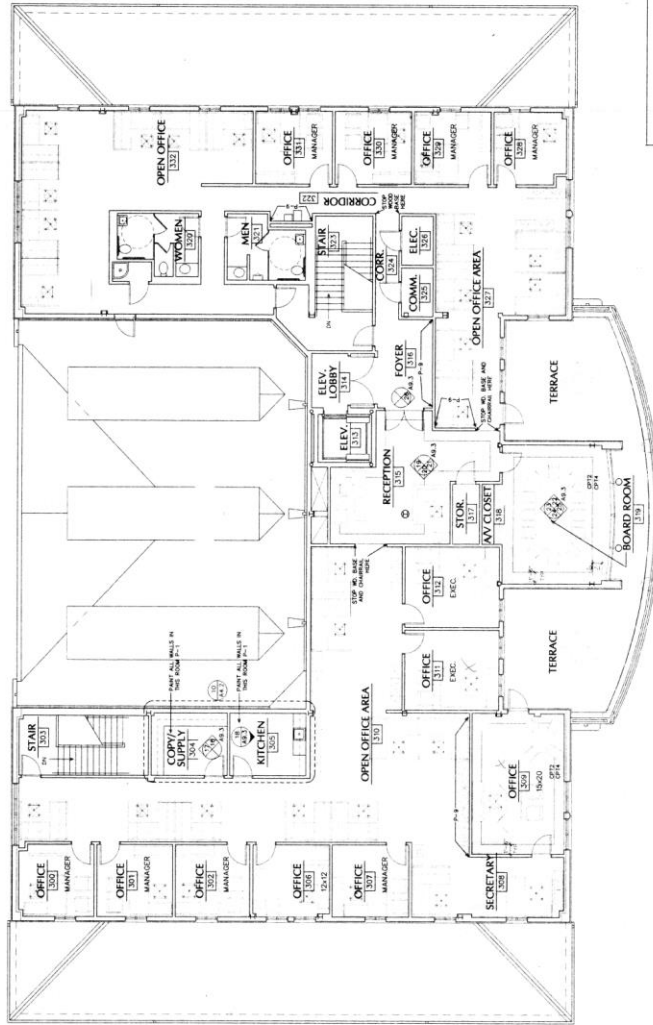
consultants
 ENGINEERING: HOK
 ARCHITECTURE: RINK REYNOLDS ARCHITECTS
 INTERIOR DESIGN: HOK
 MECHANICAL/ELECTRICAL/PLUMBING: HOK
 STRUCTURAL: HOK
 ENVIRONMENTAL DESIGN: HOK
 LANDSCAPE ARCHITECTURE: HOK
 CIVIL ENGINEERING: HOK
 ELECTRICAL ENGINEERING: HOK
 MECHANICAL ENGINEERING: HOK
 PLUMBING ENGINEERING: HOK
 CONSTRUCTION MANAGEMENT: HOK



PGA TOUR PRODUCTIONS BUILDING
 511 AUGUSTINE, FLORIDA

date FEBRUARY 3, 1997
revisions:
 1 JUNE 5, 1997

THIS THIRD FLOOR FINISH PLAN
 was prepared by **JRW**
 checked by **JTF**
 comm. no. **96338**
 sheet **A1.6**
 of set no. _____



PAINT COLOR KEY
 P-1 = BENJAMIN MOORE 1025
 P-2 = BENJAMIN MOORE 1607 MT. BLACK
 P-3 = BENJAMIN MOORE 1634
 P-4 = BENJAMIN MOORE 805
 P-5 = BENJAMIN MOORE 1472
 P-6 = BENJAMIN MOORE 851
 P-7 = BENJAMIN MOORE 1884
 P-8 = BENJAMIN MOORE 602

NOTES
 1. ALL WALLS ON FIRST AND SECOND FLOORS SCHEDULED TO BE PAINTED SHALL BE PAINTED P-1 UNLESS OTHERWISE NOTED TO BE PAINTED SHALL BE PAINTED P-7 UNLESS OTHERWISE NOTED
 2. ALL WALLS ON THIRD FLOOR SCHEDULED TO BE PAINTED SHALL BE PAINTED P-7 UNLESS OTHERWISE NOTED
 3. ALL STRUCTURE AND M.E.P. EQUIP. ABOVE OPEN CEILING AREAS TO BE PAINTED. SEE FINISH PLAN FOR PAINT COLOR AT EACH AREA.



THIRD FLOOR FINISH PLAN
 SCALE: 1/8" = 1'-0"

3rd Floor Plan

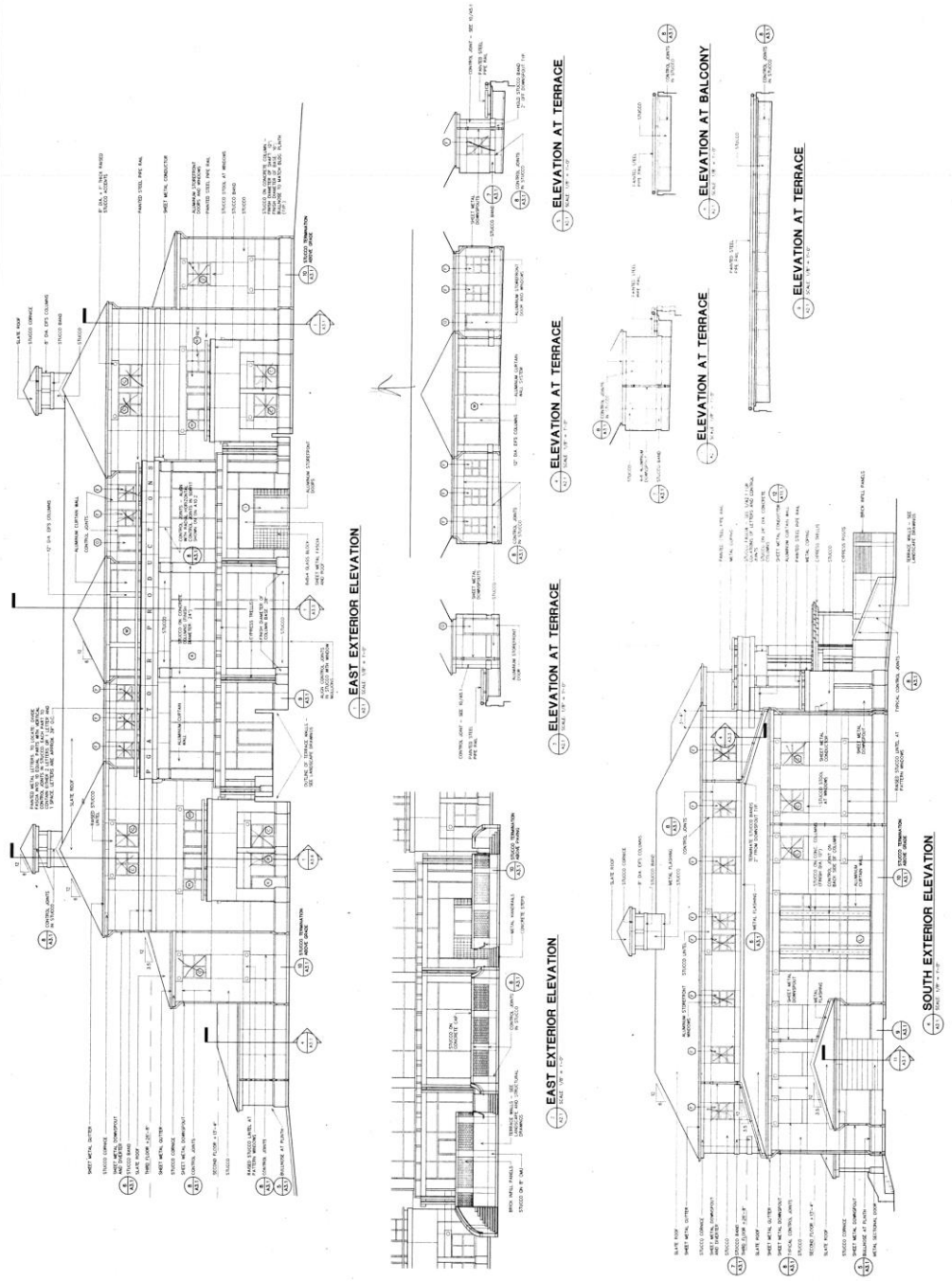
Phk Reynolds
Architects P.A.
 600 American Bank Tower
 Jacksonville, Florida 32202
 (904) 251-1100
 FAX (904) 251-1101
 www.phk.com

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 LEED RATED CONSTRUCTION
 LEED RATED OPERATIONAL PERFORMANCE

PGA TOUR
PRODUCTIONS BUILDING
 ST. AUGUSTINE, FLORIDA

DATE: FEBRUARY 3, 1997
 REVISIONS:

THE EXTERIOR ELEVATIONS
 DRAWN BY: ND
 CHECKED BY: TP
 COMM. NO. 9638
 SHEET
A2.1
 OF SET NO.



East and South Elevations

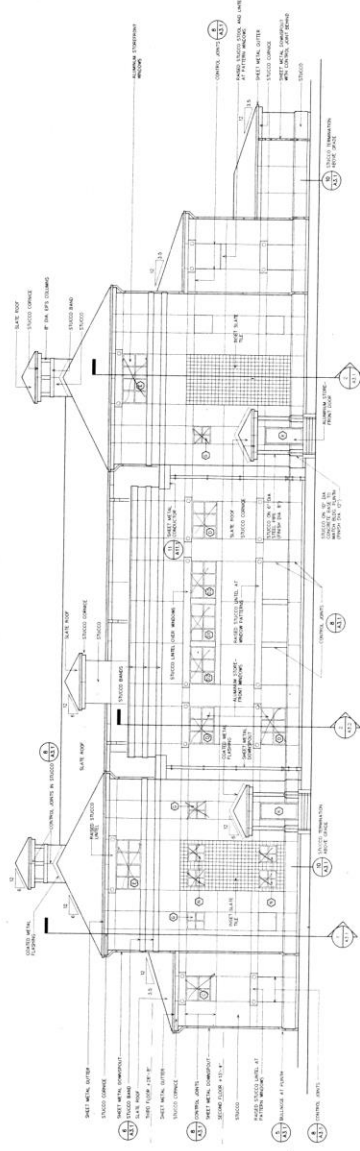
Rink Reynolds Architects P.A.
 CONSULTANTS
 ARCHITECTS
 MECHANICAL ENGINEERS
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 INTERIORS ARCHITECTS
 COST ESTIMATORS
 CONSTRUCTION ADMINISTRATION
 PROJECT MANAGEMENT



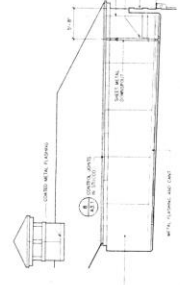
PGA TOUR PRODUCTIONS BUILDING
 ST. AUGUSTINE, FLORIDA

DATE: FEBRUARY 3, 1997
 REVISIONS:

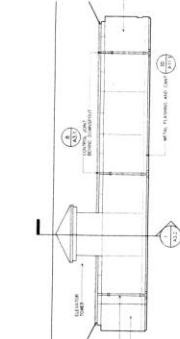
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 dwg. by: ND
 ckd. by: TF
 comm. no.: 9638
 sheet: A2.2
 of set no.:



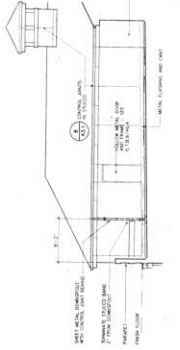
WEST EXTERIOR ELEVATION



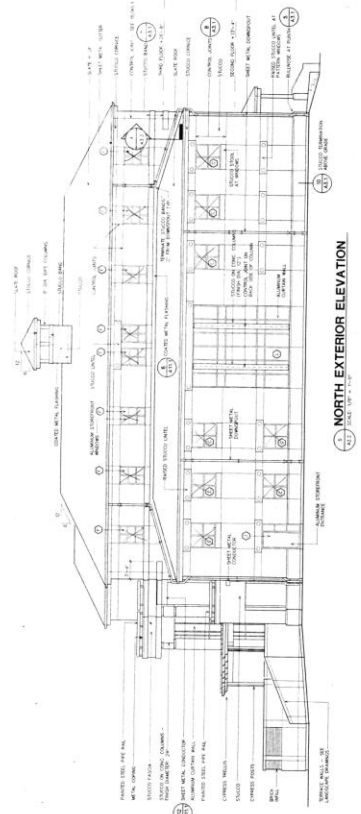
EXTERIOR ELEV. AT MECHANICAL ROOF



EXTERIOR ELEV. AT MECHANICAL ROOF



EXTERIOR ELEV. AT MECHANICAL ROOF



NORTH EXTERIOR ELEVATION

West and North Elevations

LEGAL DESCRIPTION

According to information provided to the appraiser, the subject is legally described as follows:

"A detailed metes and bounds describing a part of Section 10, Township 6 South, Range 28 East, more particularly described in OR Book 1283, Page 248 and the current public records of St. Johns County, Florida."

DESCRIPTION OF SUBJECT SITE

Based upon a physical inspection of the subject as well as a survey and other public records, the following is a description of this property:

<i>Area -</i>	1.02 Acre
<i>Shape -</i>	Rectangular
<i>Dimensions -</i>	222.72' x 244' x 140.29' x 244.01'
<i>Ingress/Egress -</i>	From adjacent parking lot and via South Legacy Trail.
<i>Topography -</i>	Relatively level, approximately road grade.
<i>Flood Plain Data -</i>	Flood Maps 12109C0276J, Flood Zone A.
<i>Drainage -</i>	Appears adequate.
<i>Soil Characteristics -</i>	Typical of area.
<i>Site Improvements -</i>	Landscaping, concrete walkways, planters, lighting, pavers.

PUBLIC OR PRIVATE EASEMENTS OR RESTRICTIONS

See earlier discussion for Parcel 027010-0060.

DESCRIPTION OF SUBJECT IMPROVEMENTS

The following description of these improvements is based upon our recent inspection of the subject, information relating to the improvements as found within the public records of St. Johns County and data supplied by representatives of the client and/or property owner.

<i>Construction Type -</i>	Masonry, concrete, and stucco
<i>Construction Quality -</i>	Good
<i>Number of Floors -</i>	3
<i>Gross Building Area -</i>	32,329 Square Feet
<i>Date of Construction -</i>	1997
<i>Actual Age -</i>	26 years
<i>Estimated Effective Age -</i>	10-15 years
<i>Foundation -</i>	Slab on grade over vapor barrier.
<i>Upper Floors -</i>	Light weight concrete over metal decking and steel joists.
<i>Ceilings -</i>	Suspended gypsum and acoustical tile.
<i>HVAC Systems -</i>	Split central systems with gas-fired furnaces and pad mounted condensers.
<i>Fire Suppression -</i>	In ceiling
<i>Electrical -</i>	Adequate with two backup systems.
<i>Elevator System -</i>	One hydraulic passenger 3,000-pound capacity.
<i>Security System -</i>	Monitored system
<i>Functional Utility/Design -</i>	Designed and constructed for television broadcasting and associated office space and is well suited for this use. Conversion to typical office use will entail more TI than typical.
<i>Parking -</i>	108 spaces assigned based on POA assessment (1 space/300 square feet of building).

SUMMARY OF EXISTING LEASES

The subject is encumbered with a ground lease with the lessor being World Golf Village, Inc. and the lessee being PGA Tour, Inc. The lease was originally made on January 1, 1997,

with an initial term of 30 years with two 30-year extensions. The following is a summary of the major components of this lease.

Demised Premises head Property Rights

Grants a non-exclusive easement and right-of-way across real property described in Exhibit B (although not labeled as such, the exhibit at the end of the lease described a 1.02-acre site which is currently improved with the PGA Entertainment building) and the “Parking Lot”, “Entrance Road” and “Entrance Road Parcel”.

This section also grants the lessee the right to construct up to 35,000 square feet of office space. It also states that the lease does not create any type of relationship other than that of a landlord and tenant.

Term

This states that the initial term of the ground lease is for 30 years commencing on January 1, 1997.

Option to Renew

Grants the lessee two successive 30-year extensions with 180 days notice to exercise it.

Base Rent and Base Rent Escalation

The lease calls for an initial payment of \$52,272 per year payable in advance. This rate applies for the first five years and escalates at 10% for each successive five-year term. Based on this, the following is a summary of the annual rents for the subject assuming all extensions are exercised.

<u>Term</u>	<u>Start</u>	<u>End</u>	<u>Rent</u>	<u>\$/SF/Yr</u>
1	01/01/97	12/31/01	\$52,272	\$1.18
2	01/01/02	12/31/06	\$57,499	\$1.29
3	01/01/08	12/31/11	\$63,249	\$1.42
4	01/01/13	12/31/16	\$69,574	\$1.57
5	01/01/18	12/31/21	\$76,531	\$1.72
6	01/01/23	12/31/26	\$84,184	\$1.89
	Extension 1			
7	01/01/27	12/31/31	\$92,602	\$2.08
8	01/01/32	12/31/36	\$101,862	\$2.29
9	01/01/37	12/31/41	\$112,048	\$2.52
10	01/01/42	12/31/46	\$123,253	\$2.77
11	01/01/47	12/31/51	\$135,578	\$3.05
12	01/01/52	12/31/57	\$149,136	\$3.36
	Extension 2			
13	01/01/58	12/31/62	\$164,050	\$3.69
14	01/01/63	12/31/67	\$180,455	\$4.06

15	01/01/68	12/31/72	\$198,501	\$4.47
16	01/01/73	12/31/77	\$218,351	\$4.91
17	01/01/78	12/31/82	\$240,186	\$5.41
18	01/01/83	12/31/87	\$264,205	\$5.95

The tenant is also responsible for ad valorem taxes, any special assessments, any applicable sales tax, and payments as agreed to in the Special Assessment Agreement which relates to the servicing the bond for the Convention Center. A conversation with the representative of the lessor indicates that this was a 20-year bond and that it was paid off last year.

Use of Demised Premises

The property is to be utilized as the headquarters for the PGA Tour Productions division. It also permits subletting of any of the office space within the building. It calls for the construction to be completed and the tenant and the building by February 1, 1998.

Utilities

The tenant is responsible for all utility services.

Alterations

The lessor also has approval of the site plan and building plans.

Assignment and Subletting

The lessee may sublet any surplus area but is still liable for the performance of all of the conditions, covenants, and obligations of the ground lease.

The lessee may not assign its interest without the lessor's written consent.

Maintenance and Repairs

The lessee is responsible for all maintenance and repair of all buildings and improvements constructed on the demised property.

Insurance

Lessee is responsible for all insurance on property and trade fixtures, merchandise, and other personal property.

Damage and Restoration

The lessee is responsible for the repair, reconstruction or restoration of the buildings and improvements located on the subject.

End of Term

The land and improvements revert to the landlord at the termination of this lease.

ENVIRONMENTAL CONSIDERATIONS

See previous discussion for Parcel 027010-0060.

AMERICANS WITH DISABILITIES ACT

According to information provided to the appraiser, the owners believe the subject is in compliance with this legislation.

ZONING/LAND USE DISTRICT

See previous discussion for Parcel 027010-0060.

UTILITIES

See previous discussion for Parcel 027010-0060.

ASSESSED VALUATION AND REAL ESTATE TAXES

According to the St. Johns County Property Appraiser's office, the subject is referred to as Parcel 027010-0070. The assessed value and taxes for 2023 are summarized as follows:

Size (Acres)	1.02
RE Parcel #	027010-0070 *
Assessor's Market Value	
Land	\$311,017
Improvements	<u>\$2,925,772</u>
Total	\$3,236,789
Less Exemptions	<u>(\$646,534)</u>
Total Taxable Value	\$2,590,255
School Taxable Amount	\$3,236,789
Taxes Before Discount	\$36,377.15

* Building on this parcel owned by PGA Tour

Information from the St. Johns County Tax Collector's office indicates that there are no unpaid taxes. It is noted that the 2023 taxes are not due and payable until March 31, 2024.

HIGHEST AND BEST USE ANALYSIS

Highest and Best Use, as utilized in this report, is defined as follows:

"The reasonably probable use of property that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum profitability."

The preceding definition was taken from the *Dictionary of Real Estate Appraisal, Seventh Edition*, as published by the Appraisal Institute. The criteria items should be considered sequentially, in that it makes no difference that a project is financially feasible to develop if it is physically impossible to construct. It is also noted that this definition is an economic concept and, as such, does not take into consideration any social benefits to the community or surrounding area generated by one use of a property versus another. In estimating the Highest and Best Use for the subject property, each of these criteria will be analyzed both as if vacant and available for development as of the date of value and as presently improved.

As If Vacant

Legally Permissible

Investigation reveals that the subjects are zoned PUD and are located within the Interchange Northwest Quadrant DRI. According to the Master Plan for the World Golf Village, any uses permitted within the DRI are allowed as long as they are consistent with the existing properties. Based on this, a variety of residential, residential, hotel, commercial/retail, office, and industrial/warehouse uses are legally permissible.

Physically Possible

As noted earlier, the subject contains 1.02-acre and, as such, is considered to have sufficient area to permit a variety of legally allowable uses.

No engineering studies relating to the soil or subsoil conditions for the subject were provided. A physical inspection of the property did not reveal any obvious adverse topographic features which would dramatically impair development of the property. This is based on a limited physical inspection of the site and existing improvements and, as such, would be subject to the provision of the appropriate engineering studies.

Financially Feasible

In estimating the financially feasible uses for the subjects, a study of the surrounding land uses was undertaken. This revealed that these include retail, hotel, convention center, professional office, the former World Golf Hall of Fame, the adjacent IMAX theater, and several residential subdivisions. The existing retail space appears to have good occupancy. It is noted that no new construction has taken place within the Village since 1999.

An inspection of the nearby area reveals that there has been a tremendous increase in the amount of residential and commercial development. The majority of the residential projects are single-family in nature and include conventional subdivisions, age restricted projects, and multifamily. The commercial development has consisted primarily of acreage size projects including Costco, Buc-ees, a proposed Bass Pro Outdoor World, a high-end automobile dealership, and shopping centers. The smaller commercial sites tend to be developed as retail and hotels.

Research also located a recent purchase of a one-acre site on the south side of the Town Center at St. Johns shopping center that will be developed with a veterinary clinic and has a potential second office building. Conversations with the owner revealed that these plans have been delayed due to current economic conditions.

Based upon the size and location of this site, residential and industrial uses are not considered to be financially feasible.

Considering the recent development trends and the location of the subject, i.e., off the main transportation corridors, along with the closing of one of the main draws for the Village, the World Golf Hall of Fame, and the IMAX theater (the latter of which may remain a movie venue), a low intensity commercial use such as an office or destination retail use is considered to be financially feasible.

Maximally Productive

The preceding analysis indicates that low intensity commercial use would generate the maximum value.

Conclusions for As if Vacant Analysis

After considering the preceding information, it is my opinion that the highest and best use for the subject would be for low-intensity commercial use such as an office or destination retail use.

As Presently Improved***Legally Permissible***

As mentioned earlier, a variety of potential uses are legally permissible under the current zoning including commercial, residential, industrial, office, etc.

Physically Possible

Inspection of the subject reveals that it was designed and constructed to be utilized as a television broadcast studio and includes associated office space. Although it was originally configured for a single tenant, the building is in good physical condition and capable of conversion to an alternate use including for office space.

Financially Feasible

In estimating the financially feasible uses of the subject, a study of the surrounding properties was undertaken to formulate an opinion as to whether or not there was an alternate use which would justify modifying the building for a different occupancy. Once vacated by the PGA Tour, the building will contain large open workspaces, executive offices, a raised floor computer room, along with several areas which were utilized for broadcasting and editing. This investigation did not reveal any alternative use and, for this reason, remodeling the existing floor plan for office use is considered to be financially feasible.

Maximally Productive

Based on the physical condition of the improvements as well as their functional layout, remodeling the floor plan to improve its use as office space is considered to be the maximally productive use of the property as improved.

Conclusions for As Improved

After analyzing the preceding information, it is my opinion that the highest and best use for the property as improved would be for remodeling the existing structure to make it more compatible with market demands for office use.

MOST PROBABLE PURCHASER

Based on the location of the subject as well as its physical condition, the most probable purchaser would be either an owner occupant or an investor which would locate a new tenant or reconfigure the building for multitenant use.

VALUATION PREMISE

The premise under which the subject property is being appraised is that of market value. This assumes the property is exposed on the open market for a reasonable length of time to facilitate the meeting of a knowledgeable buyer and seller, thus acting without duress in their own best interest and each knowing the uses to which the property is best suited. This premise also assumes financing for the sale is typical for this type of property and locale.

LAND VALUATION

Based on the analysis that was previously undertaken for Parcel 027010-0060's pad sites, the subject's land as if vacant is estimated to have a market value of \$7.00 per square foot or \$311,017 which is rounded to \$311,000.

The subject is under a long-term ground lease and, thus, it is necessary to analyze the terms of this agreement. Information was gathered from RealtyRates regarding the estimation of the market rent. This is typically developed by multiplying the land value by the appropriate overall rate. Along these lines, information relating to the overall rate used in estimating the rent for office sites was gathered and is presented in the following table:

Office Land Rates			
<u>Year</u>	<u>Qtr</u>	<u>OAR</u>	<u>Discount</u>
2022	4th		
	Minimum	3.35%	5.95%
	Maximum	10.56%	11.06%
	Average	7.26%	8.26%
2023	1st		
	Minimum	4.34%	6.94%
	Maximum	11.55%	12.05%
	Average	8.25%	9.25%
	2nd		
	Minimum	4.22%	6.82%
	Maximum	11.35%	11.85%
	Average	8.09%	9.09%
	3rd		
	Minimum	4.07%	6.67%
	Maximum	11.22%	11.72%
	Average	7.95%	8.95%

4th		
Minimum	4.67%	7.27%
Maximum	11.82%	12.32%
Average	8.55%	9.55%

Average	Minimum	5.56%	7.74%
	Maximum	10.65%	11.25%
	Average	7.89%	8.89%

Source: RealtyRates.com (data collected from preceding quarter)

Based on this information an overall rate between 8% and 8.5% would be considered appropriate in estimating the market rent. This would indicate a rental range of between \$0.56 and \$0.60 per square foot. This shows that the current rent payments are considered to be above market and, as such, the leasehold interest is estimated to have a value in excess of the market value for the land if vacant.

In order to estimate the value of the leasehold interest, the future rent payments need to be discounted to a present value. In addition, the lessor will also receive the land at the end of the lease. As noted above, the current land value is estimated to be \$7.00 per square foot. Assuming the ground lease is extended once and terminated at the end of the extension, i.e., on December 31, 2057, and an escalation rate of 3% on a compound basis, the land would be estimated to be worth \$18.62 per square foot or \$830,000 (rounded).

If the ground lease runs for both extensions, and using the same escalation rate, the land would then have a value of \$45.20 per square foot or \$2,000,000 (rounded).

In addition to receiving the land at the end of the ground lease, the lessor will also receive the building. Assuming that the first renewal will be exercised, at the end of this term the building would now be 60 years old. If the second extension is exercised, the building will be 90 years old. In both scenarios, it is presumed that the building will add value because of its age.

Although the current rent is considered above market and, thus, would have more risk than a lease that was at market, in order to utilize the office building which is estimated to continue to add value, the owner of that building would have to maintain the lease thereby reducing some of the risk. Considering the duration of the lease as well as the risk associated with it, a discount rate slightly higher than that indicated by the RealtyRates data is considered appropriate. Based on this, a discount rate of 10% will be utilized in estimating the leasehold interest for the property based on the lease terminating at the end

of the first extension and if it extends to its contractual termination. This information is summarized as follows:

Discount Rate		10.0%		Discount Factor		
<u>Term</u>	<u>Ground Rent</u>	<u># Yrs</u>	<u>Without Delay</u>	<u>With Delay</u>	<u>Present Value</u>	
6	\$84,184	3.1	2.813932	2.813932	\$236,888	
7	\$92,602	5	5.917096	3.103164	\$287,359	
8	\$101,862	5	7.843916	1.92682	\$196,270	
9	\$112,048	5	9.04032	1.196404	\$134,055	
10	\$123,253	5	9.783193	0.742873	\$91,561	
11	\$135,578	5	10.244459	0.461266	\$62,538	
12	\$149,136	5	10.530868	0.286409	\$42,714	
	Reversion		\$830,000	0.042648	<u>\$35,398</u>	
	Value Based on 33.1 Year Term					\$1,086,783
13	\$164,050	5	10.708706	0.177838	\$29,174	
14	\$180,455	5	10.819129	0.110423	\$19,926	
15	\$198,501	5	10.887694	0.068565	\$13,610	
16	\$218,351	5	10.930267	0.042573	\$9,296	
17	\$240,186	5	10.956701	0.026434	\$6,349	
18	\$264,205	5	10.973115	0.016414	\$4,337	
	Reversion		\$2,000,000	0.002444	<u>\$4,888</u>	
	Value Based on 63.1 Year Term					\$1,138,965

Based on this information is my opinion that the leasehold interest in the land is estimated to have a value of \$1,100,000.

INCOME APPROACH

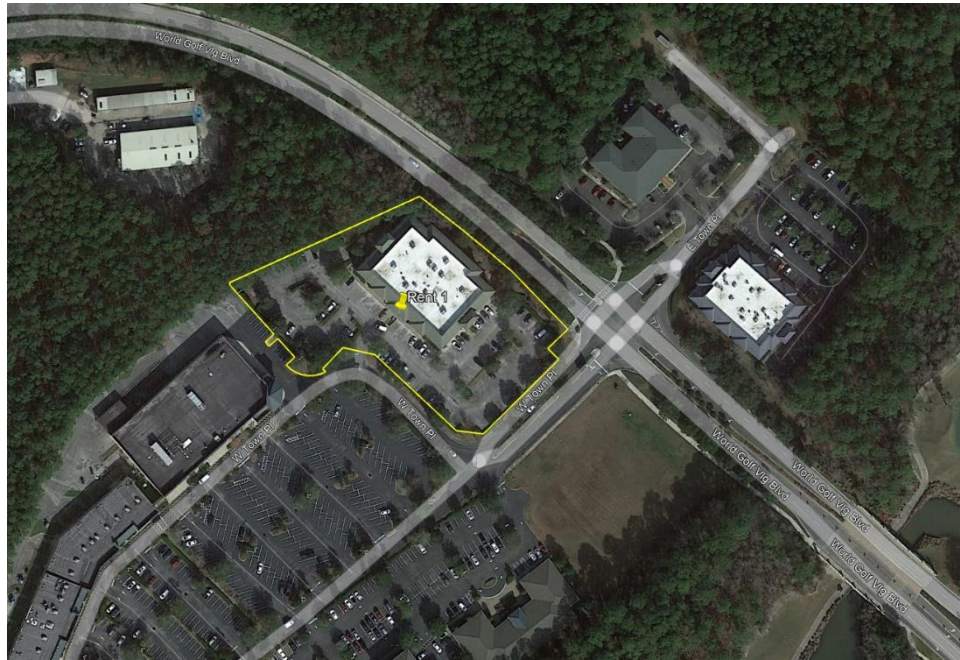
The approach is based upon the Principle of Anticipation which presumes that the present value of a property is equal to the discounted value of future income streams generated by the real estate as well as the reversion value that would accrue at the time of its sale.

Since the subject has been owner-occupied, there is no income and expense history to analyze. For this reason, it is necessary to estimate the market rent as well as typical operating expenses in order to arrive at an indication of the net operating income that the property can be expected to generate.

Estimation of Economic Rent

In order to estimate the subject's economic rent, information was gathered relating to nearby office buildings. The information relating to the rental rates will be presented first. Individual sheets for these nearby properties will be presented on the following pages.

Rent Comparables

RENTAL NO. 1

Property Name Gateway Commons
Property Address 475 W. Town Place

Physical Data

Gross SF 45,558
 Net SF 43,599
 Construction Type Stucco over precast concrete panels.
 Roof Type Metal seam and built up.
 Foundation Concrete slab on grade .
 Stories 2
 Year Built 2000

Rent Analysis

\$/Sf \$24.00 (Asking)
 Type Full service
 Operating Expenses \$8.00
 Parking Ratio 3.1/1,000 Square Feet
 Occupancy 95% - 100%
 Escalation Rate 3%/Year
 Tenant Improvement Negotiable, depending on lease term.

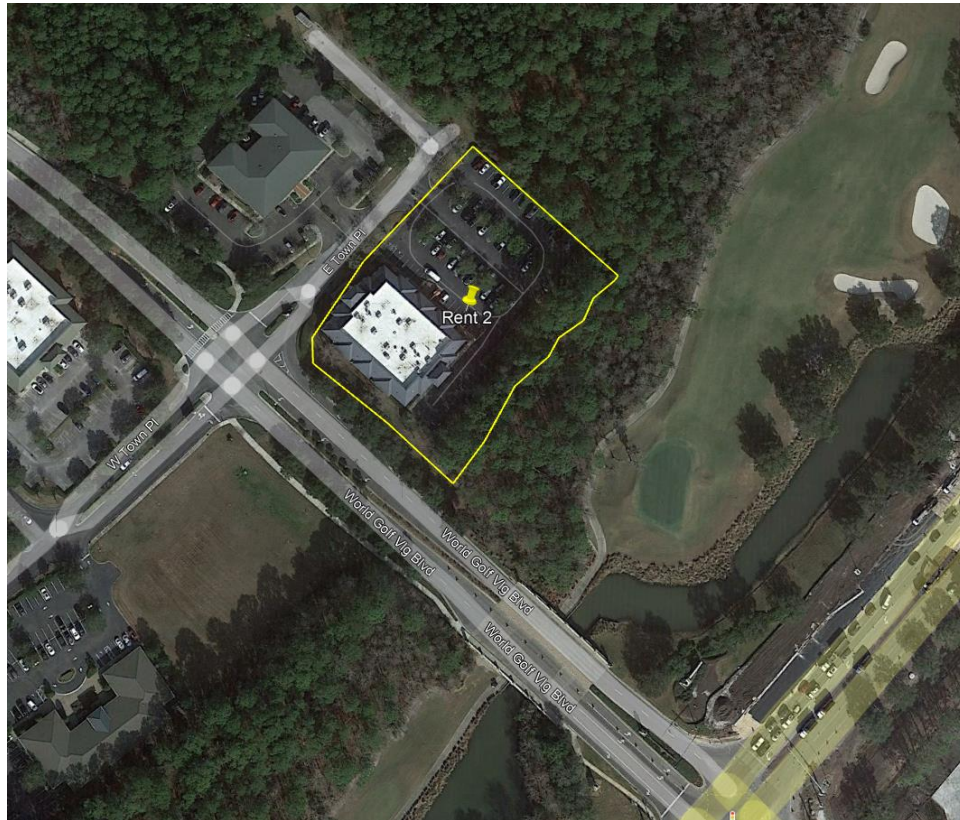
RENTAL NO. 1 (Continued)**Remarks**

This consists of a two-story office building situated in the northwest corner of West Town Place and World Golf Village Boulevard just north of International Golf Parkway.

The building is a combination of conventional size office space as well as executive suites. The latter are located on the second floor and range in size from 137 to 637 square feet.

A summary of the most recent leases is as follows:

Suite	SF	Start	End	\$/Sf	Escal.
108	1,964	02/01/23	01/31/26	\$23.50	3.0%
205L	137	02/01/23	01/31/25	\$43.80	3.0%

RENTAL NO. 2

Property Name Enterprise Center
Property Address 101 E. Town Place

Physical Data

Gross SF 33,468
 Net SF 31,864
 Construction Type Stucco over precast concrete panels.
 Roof Type Metal seam and built up.
 Foundation Concrete slab on grade.
 Stories 2
 Year Built 1997

Rent Analysis

\$/Sf \$24.00 (Asking)
 Type Full service
 Operating Expenses \$8.00
 Parking Ratio 3.1/1,000 Square Feet
 Occupancy 95% - 100%
 Escalation Rate 3%/Year

RENTAL NO. 2 (Continued)

Tenant Improvement Negotiable, depending on lease term.

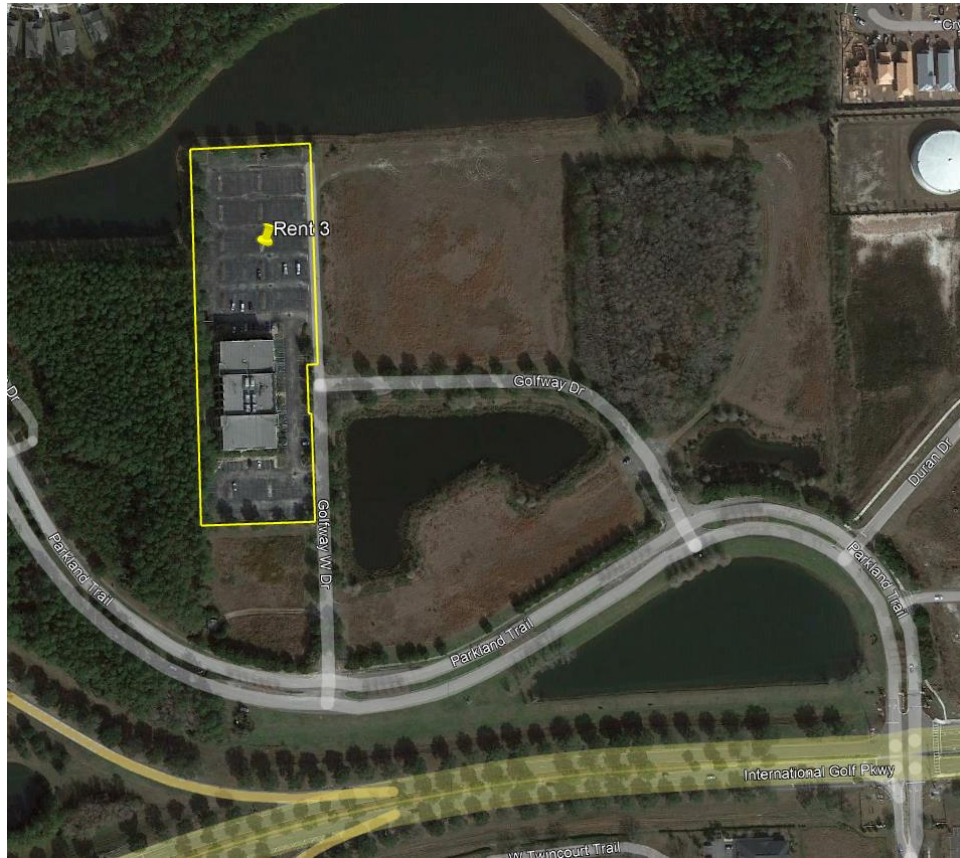
Remarks

This consists of a two-story office building situated in the southeast corner of West Town Place and World Golf Village Boulevard just north of International Golf Parkway.

The building is a combination of conventional size office space as well as executive suites. The latter are located on the first floor and range in size from 168 to 354 square feet.

A summary of the most recent leases is as follows:

Suite	SF	Start	End	\$/Sf	Escal.
210	2,118	04/01/23	03/31/28	\$21.00	3.0%
215	1,304	04/01/23	03/31/28	\$21.00	3.0%

RENTAL NO. 3

Property Name DLP Headquarters
Property Address 405 Golfway Drive

Physical Data

Gross SF N/A
 Net SF 71,968
 Construction Type Precast concrete panels and glass.
 Roof Type Built up
 Foundation Concrete slab on grade.
 Stories 3
 Year Built 2001

Rent Analysis

\$/Sf \$25.00 (Asking)
 Type Full service
 Operating Expenses N/A
 Parking Ratio 7.0/1,000 Square Feet
 Occupancy 90% - 100%

RENTAL NO. 3 (Continued)

Escalation Rate 3%/Year
 Tenant Improvement Negotiable, depending on lease term.

Remarks

This consists of a three-story office building situated at the junction of Golfway Drive and Golfway Drive West, common north of International Golf Parkway just north of International Golf Parkway.

The building was originally constructed as the headquarters for the Tree of Life company and was acquired by the current owner in June 2021 for \$8,250,000 for their headquarters. It has a combination of conventional size office space as well as executive suites. There is also an on-site fitness room, lockers, basketball hoops, and outdoor patios.

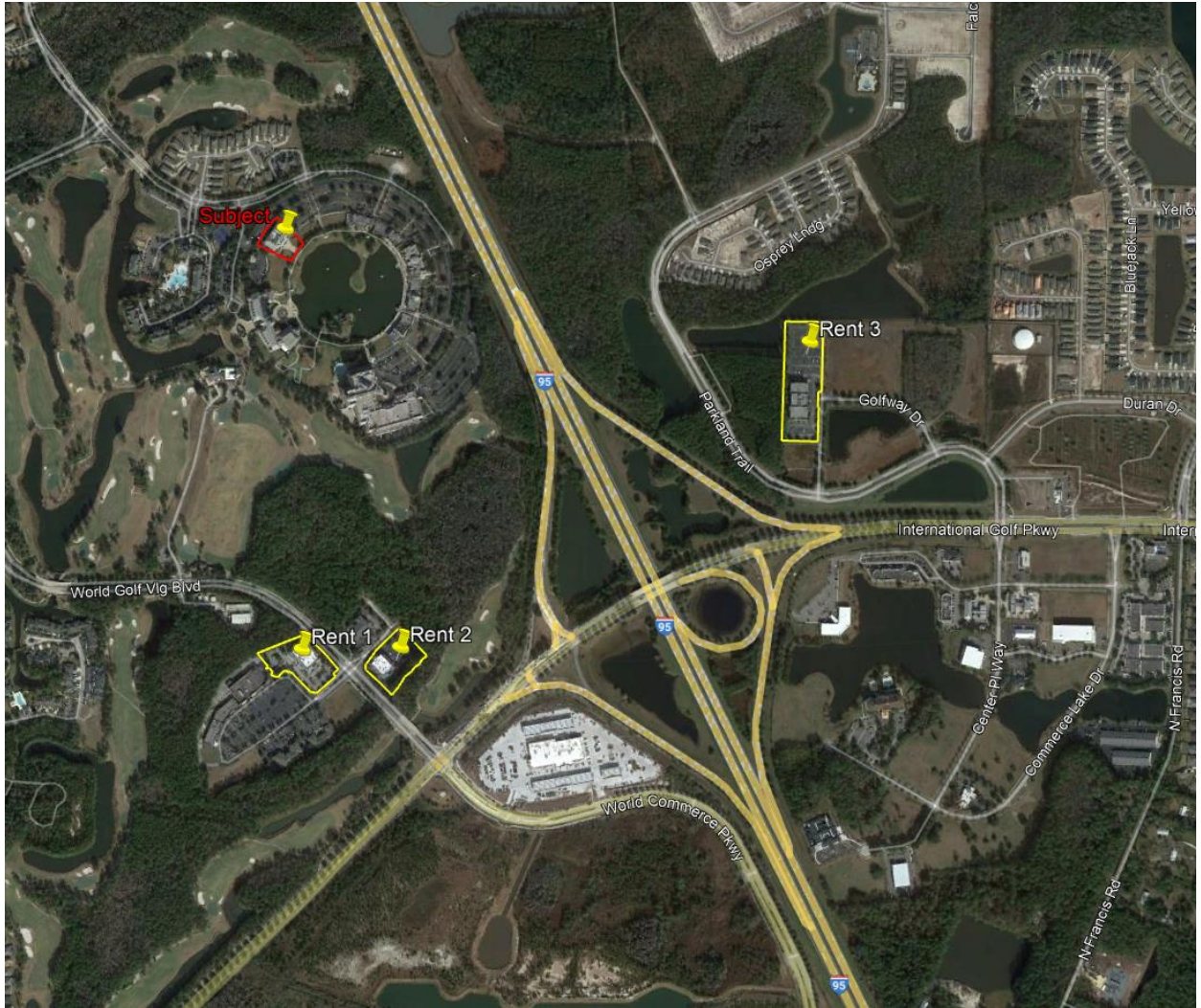
Discussions with the leasing agent revealed that the base rent for Suite 103C is \$25.00 on a full-service basis but was increased to the \$30.00 figure as a result of the buildout allowance which was slightly over \$30 per square foot.

A summary of the most recent leases is as follows:

Suite	SF	Start	End	\$/Sf	Escal.
103C	2,760	07/29/23	N/A	\$30.00	3.0%
2B	13,200	04/01/23	03/31/33	\$22.00	3.0%

Rent Comparables Summary Chart

Rental	Name	Location	Suite	SF	Start	End	\$/Sf	Escal.
1	Gateway	W Town Place	108	1,964	02/01/23	01/31/26	\$23.50	3.0%
			205L	137	02/01/23	01/31/25	\$43.80	3.0%
2	Enterprise Center	E Town Place	210	2,118	04/01/23	03/31/28	\$21.00	3.0%
			215	1,304	04/01/23	03/31/28	\$21.00	3.0%
3	DLP Headquarters	Golfway Dr.	103C	2,760	07/29/23	N/A	\$30.00	3.0%
			2B	13,200	04/01/23	03/31/33	\$22.00	3.0%



Rent Comparables Location Map

Analysis of Rental Data

The preceding rentals indicate that conventional office space in the area ranges from \$21.00 to \$25.00 per square foot on a full-service basis. The upper limit of this range was established by the rent in the DLP Headquarters which had a base rent of \$25.00 per square foot along with a \$5.00 recapture of additional TI. It also revealed that the typical asking rate is \$24.00 to \$25.00 per square foot. Allowing for a 10% to 15% location adjustment for Rental 1 would indicate a range from \$21.25 to \$22.50 per square foot based on the lease.

The lower limit of the actual rents established by Enterprise Center (Rent 2) which is located in proximity to the subject and is the oldest building. Allowing for a 10% to 15% location adjustment for Rental 2 would indicate a range from \$17.85 to \$18.90 per square foot.

Rent 1 is also located near the subject on the entrance road to the World Golf Village. Like Rent 2 it is located closer to the primary traffic routes and, for this reason, would be expected to generate higher rents. Allowing for a 10% to 15% location adjustment for Rental 1 would indicate a range from \$19.98 to \$21.15 per square foot.

Rent Comparables 1 and 2 are currently asking \$25.00 per square foot.

Recognizing the quality of construction and design features of the subject, a rent near the mid portion of this range would be anticipated. Based on this, an average rent of \$21.00 per square foot on a full-service basis for conventional office space is considered to be appropriate.

Conversations with leasing agents for several buildings in this area indicate that there is also a strong demand for executive office type space. According to the Offering Memorandum for the Gateway and Enterprise Center buildings, this type of space ranges from 5% to 10% of the total rentable area. Based on this, it is estimated that approximately 10% of the subject will be utilized in this type of space. Based on the information obtained for these two buildings as well as general conversations with agents in other buildings, a rental rate of \$40 per square foot will be utilized for 3,200 square feet.

Estimation of Vacancy and Collection Losses

In estimating the subject's anticipated vacancy and credit loss, the Cushman & Wakefield's information that was presented earlier is reanalyzed. This is summarized as follows:

Year	Qtr.	Vacancy
2022	4	2.0%
2023	1	3.5%
	2	4.8%
	3	3.9%
	4	2.9%

Information was also obtained from CoStar which also indicated vacancy rates in the 2% to 4% range with the spikes occurring when new construction was added to the market.

This information was also confirmed with conversations with leasing agents. For this reason, a vacancy factor of 3% will be utilized for the subject along with a collection's loss of 2% for a total of 5%.

Other Income

This item relates to the tenant reimbursements for increases in the base year's operating expenses. This has been estimated as 10% of the operating expenses.

Estimation of Operating Expenses

As noted earlier, the subject has historically been owner-occupied and, thus, no actual operating expense history is available. For this reason, data was gathered from the Offering Memorandum for Gateway and Enterprise Center (Rents 1 and 2 respectively). This information is summarized as follows:

Operating Expenses		\$/ SF	
		Gross	Rentable
Utilities	\$95,470	\$1.21	\$1.27
Janitorial	\$119,635	\$1.51	\$1.59
Grounds and maintenance	\$24,144	\$0.31	\$0.32
HVAC/chiller	\$7,694	\$0.10	\$0.10
Elevator	\$9,230	\$0.12	\$0.12
Security/Life Safety	\$6,941	\$0.09	\$0.09
Repairs and Maintenance	\$42,821	\$0.54	\$0.57
Maintenance staff	\$55,011	\$0.70	\$0.73
Administrative	\$35,205	\$0.45	\$0.47
Property Taxes	\$82,471	\$1.04	\$1.09
Insurance	\$35,510	\$0.45	\$0.47
Management	\$74,396	\$0.94	\$0.99
Legal and Consulting	\$5,306	\$0.07	\$0.07
Miscellaneous	<u>\$1,653</u>	<u>\$0.02</u>	<u>\$0.02</u>
Total	\$595,487	\$7.54	\$7.89

In addition, information was also obtained from two office buildings in Duval County and one in Clay County for 2022. This information is summarized as follows:

Location	Belfort Rd	Town Ctr Bl	Atlantic Blvd
Operating Expenses			
RE Taxes	\$2.17	\$2.74	\$0.89
Insurance	\$1.36	\$0.44	\$0.58
Utilities	\$2.24	\$0.85	\$2.18
Repairs & Maintenance	\$1.20	\$0.37	\$1.84
Janitorial	\$0.94	\$0.36	\$0.19
Management Fee	\$0.83	\$0.71	\$0.65
Payroll and Benefits	\$0.92	\$0.39	
Professional Fees	\$0.18	\$0.01	
G&A	<u>\$0.50</u>	<u>\$0.82</u>	<u>\$0.05</u>
Total	\$10.34	\$6.69	\$6.38

Based on this information, the subject's operating expenses will be estimated in the following paragraphs.

Real Estate Taxes

In estimating the real estate taxes for the subject, it is recognized that the market value presumes a sale transaction on the date of value. Thus, the assessed value and taxes for the subject would be based on the sales price, which in all likelihood is not the current assessment.

The Property Appraiser has to conform with the requirements of Florida Statute 193.011 which outlines eight criteria that must be taken into consideration in order to arrive at an assessed value, i.e., Just Value. Item 8 requires consideration of the cost of sale in estimating the Just Value for all real property. Conversations with Property Appraiser Offices reveal that their mass appraisal modeling practices are audited annually for compliance with this requirement. These Department of Revenue stratum studies include a 15% allowance for consideration of the cost of sale for the aggregate stratum values, not individual properties.

Thus, in order to estimate the effective millage rate for the tax load, the appropriate millage rate is multiplied by 85% in order to comply with F.S. 193.011 (8). In addition, the prudent investor would also take advantage of a 4% discount for early payment. This is summarized as follows:

Millage		12.6935
Less Discount for:		
Cost of Sale	15.0%	-1.9040
Early Payment	4.0%	<u>-0.5077</u>
		10.2818
Rounded to		
Tax Load		1.00%

The remaining expenses are estimated as follows:

Operating Expenses	\$/SF NRA	\$ Total
Real Estate Taxes	In OAR	
Utilities	\$1.50	\$48,494
Janitorial	\$0.60	\$19,397
Grounds and maintenance	\$0.50	\$16,165
HVAC	\$0.10	\$3,233
Elevator	\$0.10	\$3,233
Security/Life Safety	\$0.10	\$3,233
Repairs and Maintenance	\$1.00	\$32,329
Maintenance staff	\$0.50	\$16,165
Administrative	\$0.50	\$16,165
Insurance	\$0.50	\$16,165
Management	\$0.90	\$29,096
Legal and Consulting	\$0.10	\$3,233
Miscellaneous	<u>\$0.25</u>	<u>\$8,082</u>
Total	\$6.65	\$214,990

Tenant Improvements Allowance

In order to convert the subject from its current use as a single tenant broadcast facility, it will be necessary to remodel parts of the building for more typical office configurations. Along these lines, it is recognized that a portion of the building is currently laid out in such a way that could be utilized for executive office space and, thus, would only need minor tenant improvement. Based on information obtained from various rental agents, the TI allowance typically varies from \$15.00 to \$30.00 per square foot depending on the length of the lease. Recognizing that the portion of the building that will be used for executive space will need only minor TI, an expense of \$20.00 per square foot will be used.

Leasing Commissions

This expense has been estimated at 6% of the gross rent for a typical three-year term. This is calculated by multiplying the base year's rent by the effective rent and escalating it 3% for the second and third year. This is estimated as follows:

Year 1	\$702,724
Year 2	\$723,806
Year 3	<u>\$745,520</u>
	\$2,172,050
Leasing Comm. @ 6.0%	\$130,323
Rounded to	
Leasing Commissions	\$130,300

Capitalization Analysis

In estimating the capitalization rate for the subject, information was obtained from RealtyRates for the last five quarters. This information is summarized in the following table.

<u>Year</u>	<u>Qtr.</u>	Office			
		<u>DCR</u>	<u>Band Of Inv</u>	<u>Survey</u>	<u>Average</u>
2022	4th				
	Minimum	4.38%	5.44%	5.11%	5.00%
	Maximum	12.61%	12.41%	11.67%	12.20%
	Average	7.55%	8.19%	8.85%	8.20%
2023	1st				
	Minimum	5.05%	6.04%	5.68%	5.60%
	Maximum	13.39%	12.80%	12.04%	12.70%
	Average	8.34%	8.70%	9.38%	8.80%
	2nd				
	Minimum	4.97%	5.95%	5.59%	5.50%
	Maximum	13.23%	12.62%	11.87%	12.60%
	Average	8.21%	8.57%	9.23%	8.70%
	3rd				
	Minimum	4.86%	5.86%	5.51%	5.40%
	Maximum	13.13%	12.61%	11.85%	12.50%
	Average	8.10%	8.51%	9.17%	8.60%
	4th				
	Minimum	5.28%	6.24%	5.86%	5.80%
	Maximum	13.61%	12.84%	12.07%	12.80%
	Average	8.59%	8.60%	8.60%	8.60%
Average	Minimum	6.57%	7.23%	6.79%	6.86%

Maximum	12.19%	11.81%	11.21%	11.72%
Average	8.05%	8.49%	9.16%	8.58%

Source: RealtyRates.com (data collected from preceding quarter)

Analysis of this information indicates that the average capitalization rates for each of the methods, Debt Coverage Ratio, Band of Investment, and Survey, have generally ranged from 8% to 9% with some gradual increases in the fourth quarter. Although the office market is experiencing higher than normal vacancies, increases in operating expenses, and an increase in concessions, the St. Johns County market has experienced low vacancy factors and increasing rents. For this reason, a capitalization rate lower than the average indicated by these figures is considered to be appropriate. Based on this, and Overall Rate of 8.25% is considered to be appropriate.

As developed earlier, it is necessary to load this rate for the taxes which have not been included as a line-item expense. This is summarized as follows:

OAR			8.25%
Tax Load			
Millage		12.6935	
Less			
COS	15.00%	-1.9040	
Early Disc.	4.00%	-0.5077	
Tax Load		10.2818	
		Rounded to	
Tax Load		<u>1.00%</u>	1.00%
Tax Loaded OAR			9.25%

Correlation

The final step in this approach is to estimate the Net Operating Income and capitalize it at the tax loaded OAR. This is developed as follows.

Potential Gross Revenue			
Typical Office	29,129	\$21.00	\$611,709
Executive Office	3,200	\$40.00	<u>\$128,000</u>
			\$739,709
Less V&C	5.0%		<u>(\$36,985)</u>
			\$702,724
Expense Reimbursement	10.0%		<u>\$21,500</u>
			\$724,224
Operating Expenses			
Real Estate Taxes		In OAR	

Utilities	\$1.50	\$48,494	
Janitorial	\$0.60	\$19,397	
Grounds and maintenance	\$0.50	\$16,165	
HVAC	\$0.10	\$3,233	
Elevator	\$0.10	\$3,233	
Security/Life Safety	\$0.10	\$3,233	
Repairs and Maintenance	\$1.00	\$32,329	
Maintenance staff	\$0.50	\$16,165	
Administrative	\$0.50	\$16,165	
Insurance	\$0.50	\$16,165	
Management	\$0.90	\$29,096	
Legal and Consulting	\$0.10	\$3,233	
Miscellaneous	<u>\$0.25</u>	<u>\$8,082</u>	
Total Operating Expense	\$6.65		<u>\$214,990</u>
Net Operating Income			\$509,234

Net Operating Income	<u>\$509,234</u> =	\$5,505,232
OAR	9.25%	
	Rounded to	\$5,505,000

The preceding figure assumes that the property is 95% leased and that the Tenant Improvements that were required to attract the occupants along with the Leasing Commissions have been paid. Since these expenses have not been recognized in this analysis, it is necessary to deduct them in order to arrive at a current "as is" value for the property.

As noted earlier, the Tenant Improvements have been estimated at \$20.00 per square foot or \$690,000. The leasing commissions have been estimated to total \$130,300.

Since the market is considered strong enough to allow the building to be leased within one year, it is not necessary to discount the income stream. However, it is necessary to recognize that not all of the income stream will be received and conversely, not all of the expenses will be incurred. For this reason, a deduction of 50% of the effective gross revenue will be deducted and 50% of the operating expenses added in.

Based on these deductions, the value indication via the Income Approach is estimated as follows:

As Leased Value	\$5,505,000
Less	

Tenant Improvements @ \$20.00	(\$690,000)
Leasing Commissions	(\$130,300)
Lease Up Income	(\$362,000)
	<u>\$4,322,700</u>
Plus Expenses Not Incurred	<u>\$107,500</u>
	\$4,430,200
	Rounded to
As Is Value Land and Improvements	\$4,430,000

As mentioned earlier, the building is situated on a ground lease. It is necessary to allocate this value between the lessor and lessee. This can be accomplished in two ways. The first is to adjust the Net Operating Income to recognize the lease payment of \$84,184. This would then reduce this figure from \$509,234 to \$425,050.

In looking at the capitalization rate, it is recognized that if the building and land are together, at the end of the economic life of the building, the owner would receive the land. Without this, at the end of the economic life of the building, the lessee of the ground lease will receive no reversion. Thus, the OAR would be expected to be higher. Allowing for a 0.25% premium for this additional risk would increase the capitalization rate to 9.5%.

Capitalizing the adjusted Net Operating Income by the adjusted OAR indicates the following value:

<u>Adjusted NOI</u>	<u>\$425,050</u>	=	\$4,474,211
Adjusted OAR	9.50%		
	Rounded to		
As Leased Value for Improvements Only			\$4,475,000
Less			
Tenant Improvements @ \$20.00			(\$690,000)
Leasing Commissions			(\$130,300)
Lease Up Income			(\$362,000)
			<u>\$3,292,700</u>
Plus Expenses Not Incurred			<u>\$107,500</u>
As Is Value for Improvements Only			\$3,400,200

The second method is to allocate Leased Fee based on the present value of the future rent payments which was estimated to be \$1,100,000 in earlier sections of this report. Thus, the value of the improvements would be estimated as follows:

As Is Value for Land and Improvements	\$4,430,000
Less Leased Fee Land Value	<u>(\$1,100,000)</u>
As Is Value for Improvements Only	\$3,330,000

These two methods indicate comparable values and greater reliance is placed on the present value of the leased fee as developed utilizing the future rent payments, this latter figure is considered to be more appropriate. Thus, the allocation between the Leased Fee and the Leasehold is summarized as follows:

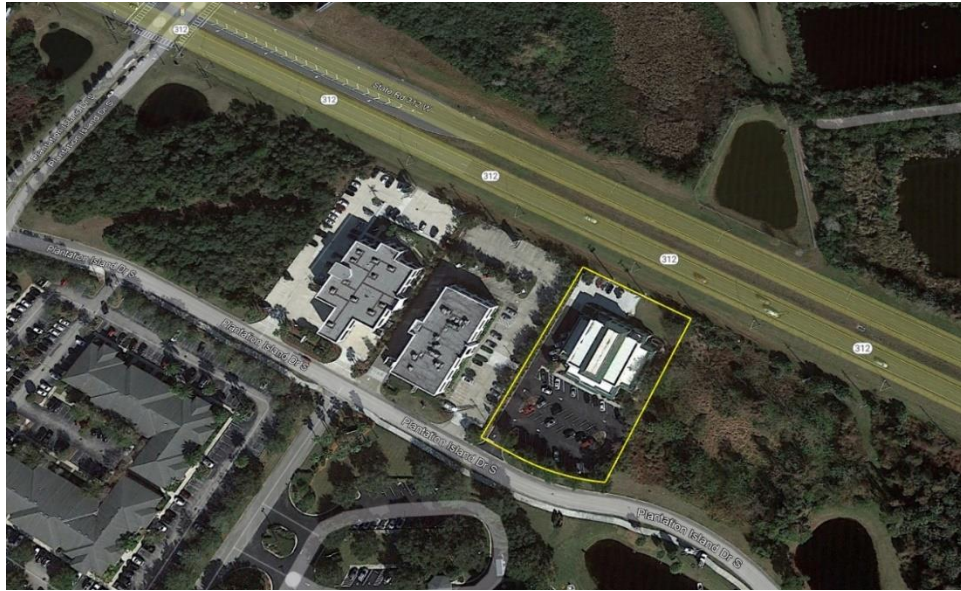
Fee Simple Estate	\$4,430,000
Less Leased Fee Land Value	<u>(\$1,100,000)</u>
Leasehold Interest for Improvements Only	\$3,330,000

SALES COMPARISON APPROACH

In developing this approach for the subject, a search was undertaken for improved office building sales in the subject's immediate area. This search located a limited number of transactions, and for this reason the research was expanded to include other portions of St. Johns County as well as extending the search parameters to between 2021 and 2024. This provided a sufficient number of transactions which will be analyzed in the following pages in order to develop this approach. Individual sales sheets will be provided along with a sale summary chart and location map. These will be followed with a discussion of the required adjustments and a correlation of value via this technique.

It is recognized that the subject will require extensive tenant improvements in order to convert to office use. Once the improved sales have been analyzed and a value for the subject estimated, a deduction will be made for the cost of this expense.

Improved Sales

IMPROVED SALE NO. 1**Property Identification**

Record ID	1755
Property Type	Commercial, Medical Office
Property Name	St. Augustine Medical Center
Address	1000 Plantation Island Drive South, St. Augustine, St. Johns County, Florida 32080
Tax ID	162220-0130
Type Deed	Special Warranty Deed
HBU	Medical Office
MSA	St. Augustine
Market Type	Office Building

Sale Data

Grantor	St. Augustine Medical Center LLC
Grantee	1000 PID LLC
Sale Date	April 27, 2022
Deed Book/Page	5549/18
Recorded Plat	N/A
Property Rights	Leased Fee Estate
Marketing Time	N/A
Conditions of Sale	Arm's Length Transaction
Financing	\$2,530,000 mortgage to SouthState bank, no effect.

IMPROVED SALE NO. 1 (Cont'd.)

Sale History No sale within preceding three years.
Verification Fran Pepis (Broker); (904)861-1110, January 18, 2024; Other sources: CoStar, Public Records, Confirmed by Michael C. Roy, MAI, SRA
Sale Price \$3,703,900

Land Data

Land Size 1.130 Acres or 49,223 SF
Front Footage 173 ft Plantation Island Drive South; 172 ft State Road 312 (No access)
Zoning CM-2, Commercial Medium-2
Topography Relatively level, slightly above road grade.
Utilities All utilities available.
Dimensions Multiple
Shape Rectangular
Flood Info Flood Map 12109C0381J, 0.2% annual chance flood hazard.
Photo Info Google Earth Aerial
Retention Off-site
Encumbrances Restrictions, covenants, conditions, easements, no effect.

General Physical Data

Building Name St Augustine Medical Ctr
Building Type Multi-Tenant
Gross SF 15,700
Net Rentable SF 13,553
Construction Type Concrete stucco
Roof Type Barrel tile mansard, built up.
Foundation Slab on grade
Electrical Adequate
HVAC Central 16 units
Stories 1.5
Year Built 2008
Condition Good

Income Analysis

Net Operating Income \$243,290

IMPROVED SALE NO. 1 (Cont'd.)

Indicators

Sale Price/Gross SF	\$235.92
Sale Price/Net Rentable SF	\$273.29
Land to Building Ratio	3.14:1
Occupancy at Sale	86.1%
Overall or Cap Rate	6.57%
Net Operating Income/Sq. Ft.	\$15.50

Legal Description

That part of Government Lot 4, Section 29, Township 7 South, Range 30 East, St. Johns County, Florida, together with a portion of State Road 312 vacated in Official Records Book 1669, Page 1069 through 1071, of the public records of said county, being more fully described in Exhibit A in Book 5549, Page 20, St. Johns County public records.

Remarks

This consists of a 1.5-story medical building located along the south side of State Road 312 east of the Matanzas River. Originally constructed in 2008, the building is structured for multitenant occupancy and, at the time of the sale, had two tenants on the first floor and four suites on the second floor. There is one 3,000-pound capacity passenger elevator.

The HVAC system includes 16 units with two mini split units and one mini chiller. The roof was partially replaced in 2021. On-site parking is provided by 50 spaces for a parking ratio of 3.2 spaces per 1,000 square feet of building. The parking area was resurfaced in 2021.

IMPROVED SALE NO. 2**Property Identification**

Record ID	1707
Property Type	Commercial, Office
Property Name	Moultrie Place Offices
Address	2450 Old Moultrie Place, St. Augustine, St. Johns County, Florida 32086
Tax ID	162420-0000
Type Deed	Warranty Deed
HBU	Office
MSA	St. Augustine
Market Type	Mixed Use

Sale Data

Grantor	David A. and Catherine G. Mancino
Grantee	3929 Thurman Rd LLC
Sale Date	February 25, 2022
Deed Book/Page	5502/651
Recorded Plat	N/A
Property Rights	Fee Simple
Marketing Time	N/A
Conditions of Sale	Arm's Length Transaction
Financing	Cash to seller, estimated to have no effect.
Sale History	No sale within preceding three years.

IMPROVED SALE NO. 2 (Cont'd.)

Verification Joe Hatin (Broker); (904)296-6400, January 16, 2024; Other sources: CoStar, Public Records, Confirmed by Michael C. Roy, MAI, SRA

Sale Price \$3,000,000

Land Data

Land Size 1.360 Acres or 59,242 SF

Front Footage 193 ft Total Frontage: 193 ft Old Moultrie Place

Zoning PSD, Commercial Medium-2

Topography Slightly above road grade, relatively level.

Utilities All public utilities available.

Dimensions 193' x 325'

Shape Rectangular

Flood Info Flood Map 12109C0377J, Flood Zones X and A.

Photo Info Google Earth aerial

Retention On-site

Encumbrances Easements of record estimated to have no effect.

General Physical Data

Building Name Moultrie Place Offices

Building Type Multi-tenant

Gross SF 15,769

Construction Type Concrete/stucco

Roof Type Tile

Foundation Slab on grade

Electrical Adequate

HVAC Central

Stories Primary bldg. 3-story; other 2-story

Year Built 1999 Primary bldg.; other 2007

Condition Good

Income Analysis

Net Operating Income \$198,166

Indicators

Sale Price/Gross SF \$190.25

Land to Building Ratio 3.8:1

Occupancy at Sale 84.6%

Overall or Cap Rate 6.61%

Net Operating Income/Sq. Ft. \$12.57

IMPROVED SALE NO. 2 (Cont'd.)**Legal Description**

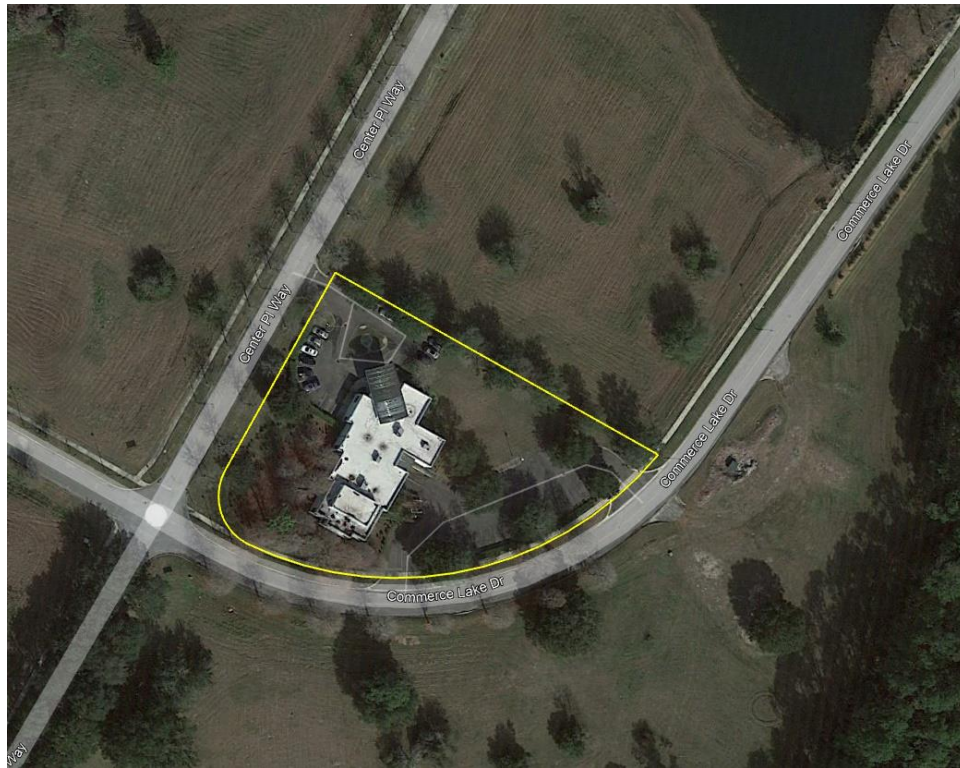
In Government Lot 1, Section 31, Township 7 South, Range 30 East, being more particularly described as follows:

Commence at the Southwest corner of said Lot 1 which point is marked with a railroad spike in the center of the Moultrie Road, run thence East 15 feet to an iron post on the East side of said Moultrie Road, run thence North along the East side of said Moultrie Road 435 feet to an iron bar, the Point of Beginning, and the Southwest corner of land conveyed hereby, run thence North along the East side of said Moultrie Road 193 feet to an iron post and the Northwest corner of the land hereby conveyed, run thence East 325 feet to an iron post and the Northeast corner of the land hereby conveyed, run thence South 193 feet to an iron post and the Southeast corner of the land hereby conveyed and run thence West 325 feet to an iron bar and the Point of Beginning.

Remarks

This consists of a two-building office park with the main building containing 12,253 square feet and a second building in the rear of the property containing 3,516 square feet. This latter structure was built in 2007. The primary building consists of a three-story structure and had seven tenants. At the time of the transaction there was only one vacant space containing 2,450 square feet. Verification revealed that the building was in good condition at the time of the sale.

The second structure consists of a two-story live-work structure that had an apartment on the second floor. Verification revealed that the apartment was laid out in such a way that it could also be utilized as an office. For this reason, there is no price differential estimated for this portion of the property.

IMPROVED SALE NO. 3

Record ID	2004
Property Type	Commercial, Office
Property Name	Awetism Wonderland Academics
Address	180 Center Place Way, St. Augustine, St. Johns County, Florida 32095
Location	Northeast corner of Center Place Way and Commerce Lake Drive.
Tax ID	027090-0042
Type Deed	Special Warranty Deed
HBU	Office
MSA	St. Augustine
Market Type	Office
<u>Sale Data</u>	
Grantor	American Culinary Federation, Inc.
Grantee	Autism Empire, LLC
Sale Date	August 06, 2021
Deed Book/Page	5339/94
Recorded Plat	N/A
Property Rights	The Simple Estate
Marketing Time	N/A

IMPROVED SALE NO. 3 (Cont'd.)

Conditions of Sale	Arm's Length Transaction
Financing	\$1,800,000 mortgage, no effect.
Mortgagee	BBVA
Sale History	No sale in the preceding three years.
Verification	Other sources: CoStar, public records, Confirmed by Michael C. Roy, MAI, SRA.
Sale Price	\$1,895,000

Land Data

Land Size	1.560 Acres or 67,954 SF
Front Footage	211 ft Center Place Way; 425 ft Commerce Lake Drive
Zoning	PUD, Planned Unit Development
Topography	Relatively level, slightly above road grade.
Utilities	All public utilities available.
Dimensions	Multiple
Shape	Irregular
Flood Info	Flood Zone Map went to 109C0277J, Zone X
Photo Info	Google Earth aerial
Retention	Off-site
Encumbrances	Covenants, restrictions, easements of record, no effect.

General Physical Data

Building Name	Awetism Wonderland
Building Type	Single Tenant
Gross SF	8,768
Construction Type	Frame and stucco
Roof Type	Built up
Foundation	Slab on grade
Electrical	Adequate
HVAC	Central
Stories	1
Year Built	2004
Condition	Good
Parking	Asphalt 44 paved

Indicators

Sale Price/Gross SF	\$216.13
Floor Area Ratio	0.13
Land to Building Ratio	7.75:1

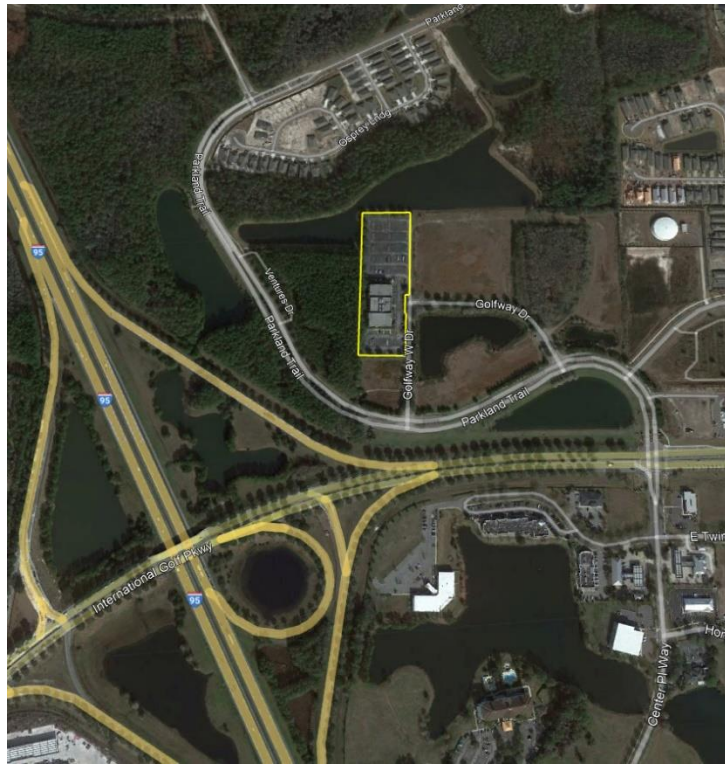
IMPROVED SALE NO. 3 (Cont'd.)**Legal Description**

Detailed metes and bounds describing a portion of the Antonio Huertas Grant located in Section 38, Township 6 South, Range 28 East more particularly described in OR Book 5339, Page 90 in the current public records of St. Johns County, Florida.

Remarks

This consists of a one-story office building which was previously utilized as the corporate headquarters for the American Culinary Federation. Originally constructed in 2004, the property is estimated to contain 8,768 square feet.

The building was divided into numerous offices, along with a large conference area, employee break room, and a large record storage and mail/receiving/storage and shipping area. Interior finishes included tile and carpeted floors, sheetrock and paneled walls, and suspended acoustical tile ceilings with a combination of recessed and fluorescent lighting. The receiving area also has an overhead grade-level delivery door.

IMPROVED SALE NO. 4**Property Identification**

Record ID	1603
Property Type	Commercial, Office
Property Name	DLP Headquarters Building
Address	405 Golfway West Drive, St. Augustine, St. Johns County, Florida 32095
Location	West side of Golfway Drive, north of Parkland Trail.
Tax ID	027020-0030
Type Deed	Special Warranty Deed
HBU	Office
MSA	St. Augustine
Market Type	Office Building

Sale Data

Grantor	Mick Vorbeck
Grantee	DLP HQ LLC
Sale Date	June 04, 2021
Deed Book/Page	5358/598
Recorded Plat	N/A
Property Rights	Leased Fee Estate

IMPROVED SALE NO. 4 (Cont'd.)

Marketing Time	N/A
Conditions of Sale	Arm's Length Transaction
Financing	\$7,600,000 mortgage to DLP Positive Note Fund LLC, no effect.
Sale History	No sale within preceding three years.
Verification	Chris Roemer (Grantee Rep); (800)350-8061, January 17, 2024; Other sources: Public Records, Confirmed by Michael C. Roy, MAI, SRA
Sale Price	\$8,250,000

Land Data

Land Size	4.282 Acres or 186,530 SF
Front Footage	773 ft Golfway West Drive
Zoning	PUD, Planned Unit Development
Topography	Relatively level, slightly above road grade.
Utilities	All public utilities available.
Dimensions	221.48' x 5.28' x 100' x 21.78' x 451.72' x 246.8' x 769.72' x 235.44'
Shape	Rectangular
Flood Info	Flood Map 12109C0277J, Flood Zone X.
Photo Info	Google Earth aerial
Retention	Off-site
Encumbrances	Covenants, restrictions, easements of record, estimated to have no effect.

General Physical Data

Building Name	DLP Headquarters
Building Type	Single Tenant
Gross SF	71,968
Construction Type	Precast panels, glass
Roof Type	Built up
Foundation	Slab on grade
Electrical	Adequate
HVAC	Central
Sprinklers	Yes
Stories	3
Year Built	2008
Condition	Good

IMPROVED SALE NO. 4 (Cont'd.)**Indicators**

Sale Price/Gross SF	\$114.63
Land to Building Ratio	2.59:1

Legal Description

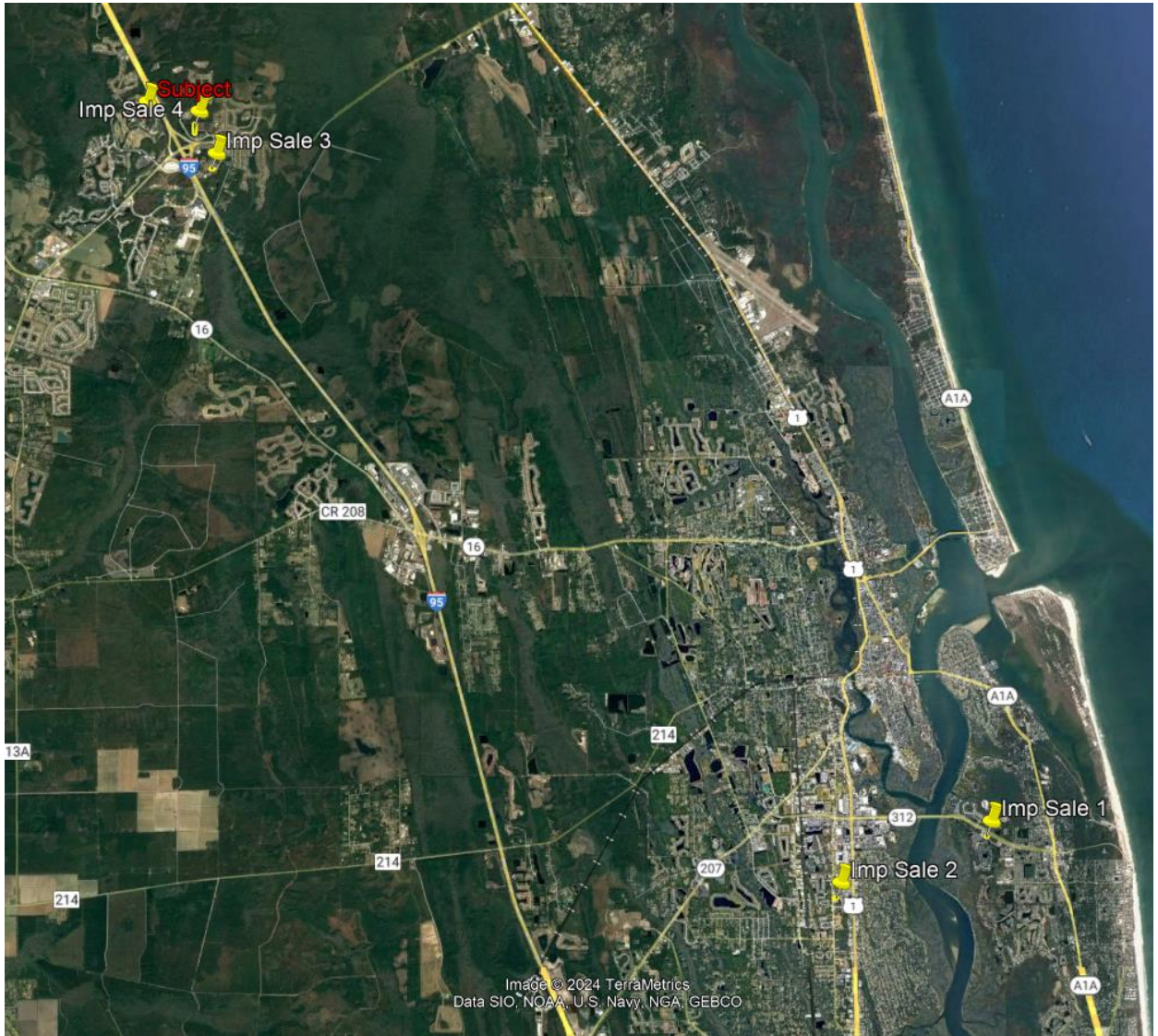
Detailed metes and bounds describing a portion of Section 11, Township 6 South, Range 28 East more particularly described in OR Book 5358, Page 598 in the current Public Records of St. Johns County, Florida.

Remarks

This consists of a three-story office building originally constructed as the corporate headquarters. At the time of the transaction, the property was mostly vacant. It was acquired by the grantee to be utilized as their corporate headquarters. It contains a combination of traditional and executive office suites. The parking ratio is seven spaces per 1,000 square feet of office space. There is also an on-site fitness room, lockers, basketball hoops, and outdoor patios.

Improved Sales Summary Chart

Sale #	Subject	1	2	3	4
OR Book-Page		5549-18	5502-651	5339-94	5358-598
Date of Sale		04/27/22	02/25/22	08/06/21	06/04/21
Grantor		St. Aug Med Ctr	Mancino et ux	American Culinary	Vorbeck
Grantee		1000 PID	3929 Thurman Rd LLC	Autism Empire	DLP HQ LLC
Location		1000 Plantation Isl	2450 Old Moultrie	180 Center Place	405 Golfway
Sale Price		\$3,703,900	\$3,000,000	\$1,895,000	\$8,250,000
Physical Data					
Land (Sq. Ft.)	44,431	49,223	59,242	67,954	186,530
GBA	34,382	15,700	15,769	8,768	71,968
Land/Bldg. Ratio	1.3	3.1	3.8	7.8	2.6
Year Built	1997	2008	1999/2007	2004	2008
Zoning	PUD	CM-2	PSD	PUD	PUD
Elements of Comparison:					
Property Rights		0%	0%	0%	0%
Financing		0%	0%	0%	0%
Conditions of Sale		0%	0%	0%	0%
Expenditures After Sale		\$0	\$0	\$0	\$0
Market Conditions		<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>
Total \$ Adjustment		\$0	\$0	\$0	\$0
Adjusted Sales Price		\$3,703,900	\$3,000,000	\$1,895,000	\$8,250,000
Unit of Comparison					
\$/SF GBA		\$235.92	\$190.25	\$216.13	\$114.63
Adjustments for:					
Location		-10%	-5%	0%	0%
Size		0%	0%	0%	0%
Condition		0%	0%	0%	0%
Special Features		<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
Total % Adjustment		-10%	-5%	0%	0%
Total \$/SF GBA Adjustment		(\$23.59)	(\$9.51)	\$0.00	\$0.00
Adjusted \$/SF GBA		\$212.33	\$180.74	\$216.13	\$114.63



Improved Sales Location Map

Elements of Comparison

The elements of comparison are the characteristics or attributes of properties in transactions that cause prices of real property to vary. The elements of comparison can be further broken down into adjustments for transactional items, location, physical attributes, economic characteristics and non-realty components of value. Each of these elements of comparisons will be discussed as follows.

Transactional Elements

Property Rights

As of the date of value, the subject is owner occupied and since they are expected to vacate the building in the near future, a short-term lease is not anticipated, the interest transferred will be fee simple. Sales 1, 2, and 4 all had leases and thus, the lease fee was transferred. Sale 3 was acquired for owner use and thus, it transferred fee simple. Comparing these properties does not indicate an adjustment is warranted for this difference.

Financing

These sales were all financed with cash to the seller and thus, no adjustment is required.

Conditions of Sale

Each of these sales was an arm's length transaction and thus, no adjustment is required.

Expenditures After Sale

Investigation reveals that no expenditure was incurred after the sales which would need to be recognized when comparing these properties to the subject.

Market Condition Adjustment

In order to estimate this adjustment, office sales information was gathered for St. Johns County from CoStar for 2020 through 2024. This information is summarized as follows:

Property Address	Property City	Bldg. SF	Sale Price	Price Per SF	Sale Date
105 S Ponce de Leon Blvd	Saint Augustine	5,400	\$1,003,500	\$185.83	04/16/20
170 Malaga St	Saint Augustine	8,134	\$1,480,000	\$181.95	05/29/20
3780 Us-1	Saint Augustine	5,316	\$1,080,000	\$203.16	07/31/20
	Count	3	Average	\$190.31	
150 Southpark Blvd	Saint Augustine	11,000	\$1,599,000	\$145.36	01/08/21
1690 US Highway 1 S	Saint Augustine	19,666	\$1,700,000	\$86.44	02/05/21
3000 N Ponce De Leon Blvd	Saint Augustine	8,909	\$1,200,000	\$134.70	05/05/21
405 Golfway West Dr	Saint Augustine	71,968	\$8,250,000	\$114.63	06/04/21
2353 State Road 13	Saint Johns	12,745	\$725,000	\$56.89	06/29/21
1680 Osceola Elementary Rd	Saint Augustine	9,206	\$2,200,000	\$238.97	06/30/21
180 Center Place Way	Saint Augustine	10,379	\$1,895,000	\$182.58	08/07/21
3440 US Highway 1 S	Saint Augustine	8,000	\$2,250,000	\$281.25	10/08/21
212-216 Southpark Cir	Saint Augustine	7,400	\$1,740,000	\$235.14	12/22/21
1400 Us-1	Saint Augustine	9,934	\$4,109,000	\$413.63	12/27/21
2820 US Highway 1 S	Saint Augustine	8,639	\$1,850,000	\$214.15	12/28/21
	Count	11	Average	\$191.25	
2450 Old Moultrie Rd	Saint Augustine	14,926	\$3,000,000	\$200.99	02/25/22
2353 State Road 13	Saint Johns	12,745	\$1,250,000	\$98.08	03/28/22
3440 US Highway 1 S	Saint Augustine	8,000	\$845,000	\$105.63	04/22/22
1000 Plantation Island Dr	Saint Augustine	15,500	\$3,703,900	\$238.96	04/29/22
2155 Old Moultrie Rd	Saint Augustine	24,945	\$2,250,000	\$90.20	07/15/22
1300 W Cr-210	Jacksonville	7,801	\$783,599	\$100.45	08/04/22
105 Southpark Blvd	Saint Augustine	7,500	\$1,400,000	\$186.67	08/12/22
	Count	7	Average	\$145.85	
150 Warrens Cir	Saint Johns	5,464	\$1,390,000	\$254.39	10/06/23

This information indicates that pricing held stable for 2020 and 2021 and declined in 2023. Recognizing the limited amount of information, data was also gathered from Cushman and Wakefield for St. Johns County as it relates to office vacancy and asking rental rates. This information is summarized as follows.

Year	Qtr.	Inventory	Vacancy	Net Absorption	U/C	Avg. Asking Rate*
2022	4	409,077	2.0%	126,491	0	\$27.31
2023	1	409,077	3.5%	(6,222)	0	\$26.67
	2	409,077	4.8%	(8,917)	0	\$25.80
	3	409,077	3.9%	(1,686)	0	\$29.95
	4	409,077	2.9%	2,314	0	\$28.87

* Rental rates full service asking

This information indicates that the office market is relatively stable but has experienced an increase in vacancies although it has declined from its maximum in the second quarter of 2023. It also indicates that the market has experienced an increase in rents.

As a result of the increase in financing rates, the office market has also experienced an increase in overall rates which typically leads to a lower value. Information gathered from CoStar reflects this trend and is summarized as follows:

Period	St. Johns County
2025 Q1 EST	9.733%
2024 Q4 EST	9.633%
2024 Q3 EST	9.433%
2024 Q2 EST	9.273%
2024 Q1 EST	9.083%
2024 Q1 QTD	8.914%
2023 Q4	8.931%
2023 Q3	8.885%
2023 Q2	8.792%
2023 Q1	8.687%
2022 Q4	8.534%
2022 Q3	8.272%
2022 Q2	8.037%
2022 Q1	7.952%
2021 Q4	7.927%
2021 Q3	7.913%
2021 Q2	8.044%
2021 Q1	8.175%

Assuming the net operating income is the same as of the first quarter of 2021 and quarter to date for the first quarter of 2024, the value of the property would decline approximately 8.2%.

The final analysis for this adjustment consisted of capitalizing the average asking rate from the Cushman and Wakefield study by the appropriate overall rate from the preceding table. This is summarized as follows:

Year	Qtr.	Avg. Asking Rate*	OAR	\$/SF GBA
2022	4	\$27.31	8.534%	\$320.01
2023	1	\$26.67	8.687%	\$307.01
	2	\$25.80	8.792%	\$293.45
	3	\$29.95	8.885%	\$337.08
	4	\$28.87	8.931%	\$323.26

* Rental rates full service asking

This analysis indicates that even though the rental rates have been increasing, this is offset by the increase in financing costs which results in no significant change in value. For this reason, no market condition adjustment will be applied to these transactions.

Physical Elements

Location

Sales 3 and 4 are located in the rear of their respective business park and, for this reason, they are considered similar to the subject and require no location adjustment.

Sale 1 is located on Anastasia Island and backs up to State Road 312 which had a 2023 traffic count of 34,949 and, thus, has better visibility than the subject. This is partially offset by the fact that the building actually fronts on an interior road and must be accessed from either east or west of the property. Considering the traffic count and the access to the property, a -10% location adjustment has been applied.

Sale 2 is located on Old Moultrie Road and has an estimated traffic count of 8,163 and, again, is considered superior to the subject. For this reason, a -5% adjustment has been applied to this property for its slightly superior location.

Size

The subject contains 34,382 square feet and is considered similar to Sales 1, 2 and 4 and, for this reason, no adjustment was applied to these transactions. Although Sale 3 is smaller, a comparison of it to Sales 1 and 2 indicates that no size adjustment is reflected in the market. For this reason, no size adjustment has been applied to Sale 3.

Condition

Each of the sales is considered to be comparable to the subject in physical condition and, for this reason, no adjustment is required.

Special Features

The subject was originally constructed as a broadcast studio and has redundant power backup systems and is classified as N+2 which indicates that in addition to the initial power supply, there are two separate backup systems. In order to estimate whether an adjustment is warranted, cost information from Marshall Valuation Service was analyzed as it relates to the typical cost for broadcasting and office buildings. This data is provided in the following table.

MVS Page	Property Type	Low	Average	Good	Excellent
44-5 (3-22)	Broadcasting	\$17.80	\$24.45	\$33.75	\$46.50
99-3 (12-23)	CCM	1.07	1.09	1.14	1.14
99-7 (10-23)	LCM	<u>0.96</u>	<u>0.96</u>	<u>0.96</u>	<u>0.95</u>
	Adjusted Cost New	\$18.28	\$25.58	\$36.94	\$50.36
45-4 (12-23)	Office	\$11.90	\$23.30	\$40.50	\$67.00
99-3 (12-23)	CCM	1.07	1.09	1.14	1.14
99-7 (10-23)	LCM	<u>0.96</u>	<u>0.96</u>	<u>0.96</u>	<u>0.95</u>
	Adjusted Cost New	\$12.22	\$24.38	\$44.32	\$72.56
	Difference	\$6.06	\$1.20	(\$7.38)	(\$22.20)

This data indicates that the electrical system for a broadcasting building is more expensive for low and average class office properties but lower than the cost for good and excellent class office buildings. Once converted, the subject would be classified as good quality and, thus, a minor negative adjustment may be anticipated. This is considered to be offset by the two backup systems in the subject. For this reason, no adjustment has been applied.

Correlation

The preceding sales indicate an adjusted range from a low of \$114.63 to a high of \$216.13 per square foot of building. The upper limit of this range (Sale 3) consists of a single tenant building that was acquired for owner occupancy and is located in the subject's immediate area. Based on current market conditions, it appears that the subject would in all likelihood be a multitenant building and, as such, would be expected to have a longer lease up time. For this reason, this property is considered to indicate a value greater than that of the subject.

Sale 1 also indicates a value in the upper limit of the range and consists of a multitenant medical building. Due to the typical buildout for this type of space, this property is also considered to indicate a value greater than that of the subject. It is also noted that the building was approximately 86% occupied at the time of the sale.

The lower limit of this range is established by Sale 4, which is located in the subject area and is much larger. At the time of this transaction, the original owner was occupying a large portion of the building and, thus, when sold it had a large vacancy. This is similar to the subject, and for this reason, it is considered to be a good indication of value.

Sale 2 is also a multitenant building which had a high occupancy at the time of the transaction. This building is similar in age to the subject and is estimated to indicate a value higher than that of the subject because of its occupancy at the time of sale.

Considering the subject's location, the quality of the building, a value near the mid-to-lower portion of this range is considered to be appropriate. Based on this information, it is my

opinion that the subject has a market value of \$150 per square foot and, thus, its fee simple estate's value is estimated as follows:

Square Feet GBA	34,382
\$/Sq. Ft. GBA	\$150.00
	\$5,157,300
Rounded to	\$5,160,000

Summary of Values

As noted earlier, the subject will require extensive tenant improvement in order to convert it to office space. Recognizing the tenant improvement allowances needed, leasing commissions, lost revenue during the lease up period and the lower expenses as developed in the Income Approach, the value of the building in its current condition is estimated as follows:

	\$5,160,000
Less:	
TI of \$20.00/SF	(\$690,000)
Leasing Comm @ 6.0%	(\$130,300)
Lease Up Income	(\$362,000)
	\$3,977,700
Plus Expenses Not Incurred	<u>\$107,500</u>
	\$4,085,200
Rounded to	
Fee Simple Market Value	\$4,085,000
Less Land Leased Fee	(\$1,100,000)
Leasehold Value of Building	\$2,985,000

SUMMARY OF VALUE CONCLUSIONS

The preceding analysis indicates the following value conclusions:

	<i>Fee Simple</i>	<i>Leased Fee</i>	<i>Leasehold</i>
<i>Income Approach</i>	\$4,430,000	\$1,100,000	\$3,330,000
<i>Sales Comparison Approach</i>	\$4,085,000	\$1,100,000	\$2,985,000

Recognizing the strong office demand in St. Johns County and the income producing capabilities of the subject, the value indication via the Income Approach is considered to be the best indication of the properties market value. Thus, the interests in the subject are allocated as follows:

<i>Leased Fee</i>	\$1,100,000
<i>Leasehold</i>	<u>\$3,330,000</u>
<i>Fee Simple</i>	\$4,430,000

BULK DISCOUNT

Due to the unique features of the World Golf Foundation's property, it has been necessary to estimate the value of the components individually, not as a part of a single property. The summation of these values would reflect their gross retail value, versus the value that a single purchaser would pay to acquire all of these properties at one time.

In order to estimate the necessary bulk discount, information was gathered from RealtyRates Developer Survey in conjunction with the discount rate required for the residentially oriented mixed-use projects. This discount rate includes both the investor's time value for money and required entrepreneurial incentive, i.e., profit.

In analyzing the following information, it is important to recognize that the Florida/Caribbean data includes Florida, Puerto Rico, and the Virgin Islands. As such, this information is influenced by market sectors that are considered to have greater risk and are considered to have higher investment criteria due to their economies.

The Southeast data is gathered from Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. Several of these areas are considered to be more similar economically to the Jacksonville area and thus, this information is also given careful consideration.

This information is summarized in the following table.

		Business Parks < 10 Acres					
		Actual Rates			Pro-forma Rates		
		Min.	Max.	Avg.	Min,	Max.	Avg.
Fla/Caribbean							
Year	Qtr						
2023	4th	23.20%	43.44%	32.65%	22.28%	41.70%	31.35%
	3rd	22.50%	42.73%	31.96%	21.60%	41.02%	30.68%
	2nd	22.67%	42.88%	32.12%	21.77%	41.17%	30.84%
	1st	22.82%	43.12%	32.13%	21.90%	41.39%	31.01%
Southeast							
Year	Qtr						
2023	4th	14.91%	27.90%	20.98%	14.31%	26.79%	20.14%
	3rd	14.45%	27.45%	20.53%	13.87%	26.35%	19.71%
	2nd	14.57%	27.55%	20.64%	13.98%	26.45%	19.81%

1st	14.66%	27.70%	20.75%	14.07%	26.59%	19.92%
Overall Average	18.72%	35.35%	26.47%	17.97%	33.93%	25.43%
Source: RealtyRates.com (data collected from preceding quarter)						

It is noted that the Florida/Caribbean discount rates are almost 22% higher than those of the Southeast in all groupings, minimum, maximum, and average.

In addition to this information, data was also gathered relating to a bulk purchase of 19 banks located in Texas. This analysis indicated a 32.4% discount.

Inasmuch as the subject consists of three uses, vacant commercial, parking and common areas, and the leasehold interest in the land under PGA Tour Entertainment building, within a single property a discount rate near the mid-to-upper limit of the range established by the preceding information is considered appropriate. This is also influenced by the fact that both the Golf Hall of Fame and the IMAX Theater have recently closed, although there is some discussion about a movie theater company reopening the latter facility.

The property interests of the World Golf Foundation relate to land only and although they are located well off the main traffic corridors, this portion of St. Johns County is experiencing continued commercial growth and a strong demand for office space. It is also noted that the marketable portion of the ownership consists of five commercial sites and an above market ground lease which has a high probability of renewal. These factors tend to reduce the risk associated with the subject and, thus, the discount rate. Therefore, after considering each of these factors, a 25% bulk discount will be applied to the subject. Thus, the value of the World Golf Foundation property to a single purchaser is estimated as follows:

Components	Individual Values
Pad 1	\$347,600
Pad 2	\$457,400
Pad 3	\$198,200
Pad 4	\$114,300
Pad 5	\$343,000
Parking/Lake/Common Areas	\$1,000
Leased Fee in PGA Tour Land	<u>\$1,100,000</u>
Gross Retail	\$2,561,500
Bulk Discount @ 25.0%	<u>(\$640,375)</u>
	\$1,921,125
Rounded to	
World Golf Foundation Market Value	\$1,920,000

Since the PGA Tour property consists of a single entity, no discount for this interest is necessary. The value of these two ownerships is summarized as follows:

World Golf Foundation Market Value	\$1,920,000
PGA Tour Leasehold	\$3,330,000

ADDENDUM

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is made subject to the following:

Legal description and maps, as furnished to appraiser and as shown in this report, are assumed to be correct.

Property is assumed to be marketable, free and clear, under responsible ownership and competent management.

Any sketch or photo is approximate and merely intended to assist the client in visualizing the premises.

No obligation is assumed for accuracy of tax data and similar information supplied by others.

This report may be used only by the client and solely for purposes stated herein.

Survey exception: Any statement of facts an accurate survey might show.

The appraiser does not agree to give testimony in court relating to this appraisal except by previous arrangements.

All information provided to the appraisers in relation to this assignment is true and accurate.

The subject property will, at all times, be under proper and professional management, aggressively marketed and adequately maintained.

The appraiser has no present or contemplated interest in subject property.

This report is not contingent upon any predetermined value or findings.

Valuation is made in conformity with rules and ethics of professional organizations, of which the appraiser is a member.

No responsibility is assumed for matters which are legal in character, nor is any opinion rendered as to title, which is assumed to be good and marketable. All existing liens have been disregarded and the property is appraised as free and clear under competent management.

Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by anyone but the recipient without written consent of the appraiser.

ASSUMPTIONS AND LIMITING CONDITIONS
(Continued)

The distribution of the total valuation between land and improvements, as shown in this report, applies only under the existing program of utilization. The separate valuation for the land and building must not be used in conjunction with any other appraisal and is invalid if so used. The appraiser assumes there are no hidden conditions of the property, soil, or structure, which would render it more or less valuable.

The Market Value estimates reflected herein are forecasted based upon specific conditions and estimated events occurring during the near-term future. These value estimates are based upon current market conditions, past market activity, anticipated short-term economic supply and demand factors, as well as a continued reasonably stable economy. These forecasts are, therefore, subject to changes in future conditions, which cannot be accurately predicted or forecasted by the appraisers. It should also be noted that any changes in our forecasts, which are beyond the control of the appraisers, could dramatically affect our Market Value estimates and would, therefore, require reanalysis should they occur.

Unless otherwise stated in this report, the existence of hazardous substances including, without limitation, asbestos, polychlorinated biphenyls, petroleum leakage or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. The presence of such substances, such as asbestos, urea formaldehyde foam insulation or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there are no such conditions on or in the property, or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

ASSUMPTIONS AND LIMITING CONDITONS

(Continued)

EXTRAORDINARY ASSUMPTIONS

USPAP defines an *Extraordinary Assumption* as “an assignment-specific assumption, as of the effective date regarding uncertain information used in an analysis which, if found to be false could alter the appraiser’s opinions or conclusions.” For this report, no *Extraordinary Assumptions* have been incorporated in this analysis.

HYPOTHETICAL CONDITIONS

USPAP defines a *Hypothetical Condition* as “a condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.” For this report, no *Hypothetical Conditions* have been incorporated in this analysis.

QUALIFICATIONS OF MICHAEL C. ROY, MAI, SRA

EDUCATION: B.S.B.A. Majors in Economics & Finance
University of Central Florida

**PROFESSIONAL
AFFILIATIONS:**

Board Member, FL Real Estate Appraisal Board (2014-2021)
Board Chairman, FL Real Estate Appraisal Board (2018)
Member, Appraisal Institute (MAI)
Appraisal Institute Nat'l Bd of Directors 1999-2201; 2003-2005
Current on Voluntary Education for Appraisal Institute
State-Certified General Real Estate Appraiser,
State of Florida - License No. RZ140
Associate, Jacksonville Board of Realtors
Certified General Real Property Appraiser
State of Georgia - License No. 215382

**PROFESSIONAL
EDUCATION:**

Seminars and Webinars 2017-2023

Complex Valuation	2023
Business Practices and Ethics	2022
FL Law and USPAP National Update	2022
What's Up in Technology for Real Estate Appraisers	2022
Review Theory – General	2021
Unconscious Bias Virtual Session for the Appraisal Profession	2021
Conservation Easement Webinar	2020
Aerial Inspection	2020
Evaluating Retail Investments Sales: Market Conditions & Trends	2020
Trial Components	2020
Florida Core Law	2020
How Tenants Create and Destroy Value	2020
7-Hour Nat'l USPAP Update Course	2020
Ignorance Is not Bliss: Understanding an Investigation by a State Appraiser Regulatory Board or Agency	2018
Hybrid Appraisals	2018
Florida Appraiser State Law Update Course	2018
Forest Valuation for Non-foresters	2018
Solving Land Valuation Puzzles	2018
7-Hour Nat'l USPAP Update Course	2018
Business Practices and Ethics	2017
General Appraiser Market Analysis & HBU	2018

QUALIFICATIONS OF MICHAEL C. ROY, MAI, SRA
(Continued)

The Tough One: Mixed-Use Properties	2017
2-4 Unit Small Residential Income Property Appraisals	2017
Yellow Book Changes-Overview for Appraisers	2017
<u>Seminars 2007-2016</u>	
Unique and Complex Property Appraisal	2016
7-Hour Nat'l USPAP Update Course	2016
Florida Appraiser State Law Update Course	2016
That's Logistics – The Valuation of Warehouses	2014
7-Hour Using Spreadsheet Programs in RE Appraisals – The Basics	2014
7-Hour Nat'l USPAP Update Course	2014
Florida Appraiser Core Law	2014
Complex Litigation Appraisal Case Studies	2013
Business Practices & Ethics	2012
Marketability Studies: Six-Step Process & Basic Apps	2012
Knowledge Center for Instructors	2012
7-Hour Nat'l USPAP Update Course	2012
Florida Appraiser Core Law	2012
Candidate for Designation Program	2012
Fundamentals of Separating Real Property, Personal Property & Intangible Business Assets	2012
Lessons from Old Economy: Working in the New	2012
RE Industry Perspectives on Lease Accounting	2011
Effects of Environmental Contamination	2010
Hotel Appraising – New Techniques	2010
Feasibility, MV, Invest Timing: Option Value	2010
Florida State Law for Real Estate Appraisers	2010
7-Hour National USPAP Update Course	2010
Valuation for Financial Reporting	2009
Business Practices and Ethics	2007
<u>Seminars (Taught)</u>	
Business Practices and Ethics	2007
The Valuation of Wetlands	2007
Office Building Valuation	2007
Valuation of Wetlands	2008
Office Building Valuation	2008
Subdivision Valuation	2006
Appraisal Consulting	2003

QUALIFICATIONS OF MICHAEL C. ROY, MAI, SRA
(Continued)

***PROFESSIONAL
EXPERIENCE:***

President, Lampe, Roy & Associates, Inc. (2015-Present)
Vice President, Lampe, Roy & Associates, Inc. (1997-2014)
Vice President, Walter M. Lampe, Inc. (1980-1996)
Real Estate Appraiser for the Florida Department of
Transportation (1974-1980)

***APPRAISAL
EXPERIENCE:***

Have appraised various types of real estate including single-family residences, regional shopping centers, motels, professional offices, apartments, condominiums, utility plants, hospitals, warehouses, automobile dealerships and others.

Qualified as Expert Witness in numerous counties.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

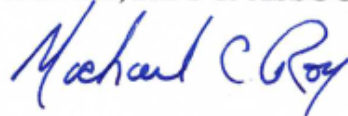
- 1) The statements of fact contained in this report are true and correct.
- 2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3) I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- 4) I have not provided any services regarding the subject of this appraisal within the three-year period immediately preceding acceptance of this assignment. No other appraiser associated with the firm of Lampe, Roy & Associates has provided any services regarding the subject of this appraisal within the past three years.
- 5) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 6) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinions, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 8) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
- 9) I have made a personal inspection of the property that is the subject of this report.

CERTIFICATION

(Continued)

- 10) No one provided significant professional assistance to the person signing this report.
- 11) As of this date, I am in compliance with the continuing education requirements of the *Appraisal Institute* and of the *Florida Real Estate Appraisal Board*.
- 12) The use of this report is subject to the requirements of the *Appraisal Institute* relating to review by its duly authorized representatives and those of the *Florida Real Estate Appraisal Board*.
- 13) Neither all, nor any part, of the contents of this report shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the undersigned.

LAMPE, ROY & ASSOCIATES, INC.



Michael C. Roy, MAI, SRA
State Certified General Real
Estate Appraiser No. RZ140

CBRE VALUATION & ADVISORY SERVICES

APPRAISAL REPORT

WORLD GOLF FOUNDATION PROPERTIES
WORLD GOLF VILLAGE
ST. AUGUSTINE, FLORIDA 32092
CBRE FILE NO. CB23US111485-1

CLIENT: ST. JOHNS COUNTY
CLIENT REFERENCE NO.: RFP NO:21-82/MASTER
CONTRACT NO.: 21-MCC-CBR-14400

CBRE

February 14, 2024

Ms. Debbie Taylor
Real Estate Manager
Land Management Systems | Real Estate
ST. JOHNS COUNTY
500 San Sabastian View
Saint Augustine, Florida 32084

RE: Appraisal of: World Golf Foundation Properties
World Golf Village
St. Augustine, St. Johns County, Florida 32092
CBRE, Inc. File No. CB23US111485-1
Client Reference No.: RFP No:21-82/Master Contract No.: 21-MCC-CBR-14400

Dear Ms. Taylor:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject encompasses 37.09 acres of land within the World Golf Village in St. Augustine, Florida. The subject is comprised of Pad Site 1 (3.08 acres), Pad Site 2 (0.65 acres), Pad Site 3 (0.35 acres), Pad Site 4 (1.05 acres), an Improved Office Site (1.02 acres) and 30.94 acres of the Common Areas for the World Golf Village. The office site is encumbered with a ground lease and is improved with a 32,329 square foot office building.

The subject is part of the World Golf Village development. The development includes the St. Johns County Convention Center which is connected to the 301 room World Golf Village Renaissance St. Augustine Resort, Slammer & Squire and King & Bear Golf Courses, the World Golf Hall of Fame, a 300 seat IMAX theater and the PGA Productions Office Building. Additional development includes office and retail properties and the Reverb Church. The subject parcels being analyzed are portions of the larger development.

The office building will be vacated by the PGA Tour Productions operation and therefore we have estimated the office building's market value at stabilized operation.

It should be noted that the 2023 taxes have not been paid.

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

MARKET VALUE CONCLUSION

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is (Pad Site 1)	Fee Simple Estate	December 6, 2023	\$705,000
As Is (Pad Site 2)	Fee Simple Estate	December 6, 2023	\$270,000
As Is (Pad Site 3)	Fee Simple Estate	December 6, 2023	\$150,000
As Is (Pad Site 4)	Fee Simple Estate	December 6, 2023	\$385,000
As Is (Office Building)	Leasehold Interest	December 6, 2023	\$3,000,000
As Is - Land (Office Site Leased Fee)	Leased Fee Interest	December 6, 2023	\$835,000

 Compiled by CBRE

This Appraisal Report is subject to Extraordinary Assumptions and/or Hypothetical Conditions; please refer to the Executive Summary section of this report for further discussion and analysis.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. It also conforms to Title XI Regulations and the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) updated in 1994 and further updated by the Interagency Appraisal and Evaluation Guidelines promulgated in 2010.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,
 CBRE - VALUATION & ADVISORY SERVICES



Nick Chop, MAI, R/W-AC
 Cert Gen RZ2660
 Phone: 904.367.2011
 Email: Nick.Chop@cbre.com

Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Florida.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, Nick Chop, MAI, R/W-AC has completed the continuing education program for Designated Members of the Appraisal Institute.
11. Nick Chop, MAI, R/W-AC has made a personal inspection of the property that is the subject of this report.
12. Nicholas Franjo Chop, MAI, R/W-AC is an active State-certified general real estate appraiser (Cert Gen RZ2660), current with all requirements with a license expiration of November 30, 2024. Significant assistance was provided by Justin S. Markley, MAI, M. Jason Ward, MAI, R/W-AC and Brian Hubbard. Brian Hubbard researched and analyzed area, neighborhood, site, zoning, tax and assessment, market, highest and best use, comparable sale data.
13. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of my routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment, without conflict of interest.
14. Nick Chop, MAI, R/W-AC has not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding agreement to perform this assignment.

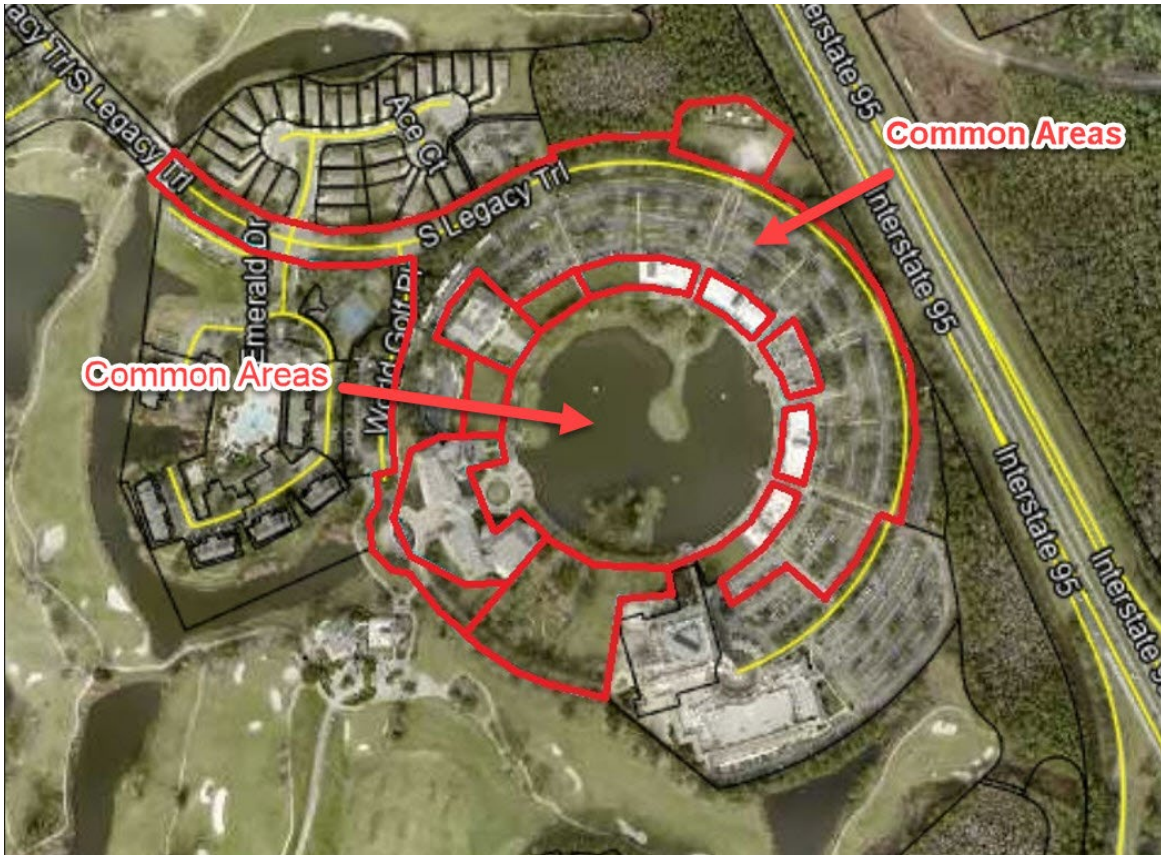


Nick Chop, MAI, R/W-AC
Cert Gen RZ2660

Subject Photographs



Aerial View



Aerial View – Common Areas



Pad Site 1



Pad Site 2



Pad Site 2



Pad Site 2



Pad Site 3



Pad Site 3



Pad Site 4



Pad Site 4



Office/Production Building



Rear View Office/Production Building



East View Office/Production Building



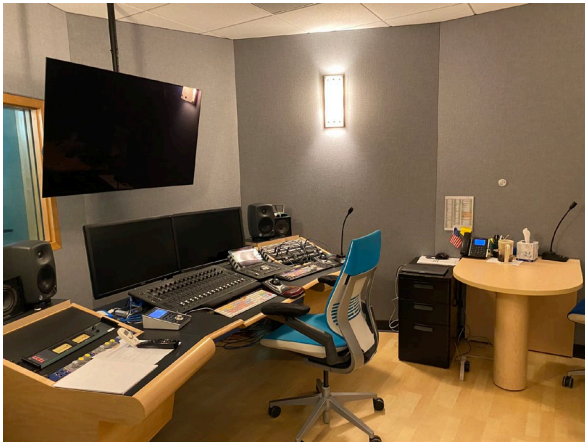
Lobby



Lobby



Production Office



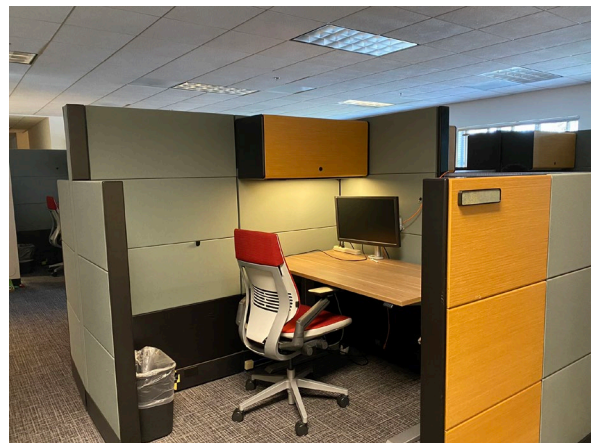
Production Office



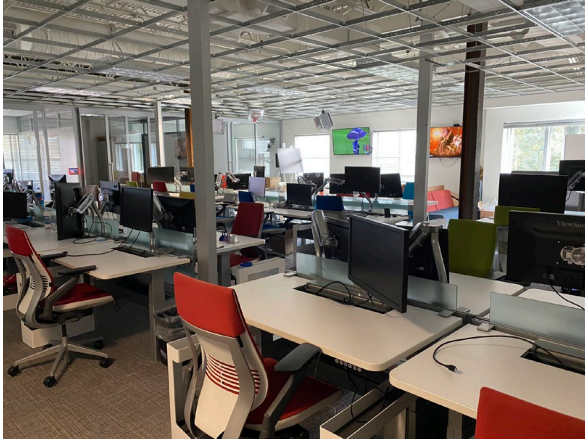
Production Office



Studio



Office



Office



Office



Workout Area



Patio



Common Area



Retention



Parking



Parking

Executive Summary

EXECUTIVE SUMMARY

Property Name	World Golf Foundation Properties		
Location	World Golf Village St. Augustine, St. Johns County, FL 32092		
Parcel Number(s)	027010-0060, 027010-0070		
Client	ST. JOHNS COUNTY		
Client Reference Number	RFP No:21-82/Master Contract No.: 21-MCC-CBR-14400		
Highest and Best Use	Office and Retail		
As If Vacant	Office		
As Improved	Fee Simple, Leased Fee & Leasehold		
Property Rights Appraised	December 6, 2023		
Date of Inspection	6 - 12 Months		
Estimated Exposure Time	6 - 12 Months		
Estimated Marketing Time	3.08 AC		134,230 SF
Pad Site 1	0.65 AC		28,314 SF
Pad Site 2	0.35 AC		15,246 SF
Pad Site 3	1.02 AC		44,431 SF
Pad Site 4	1.05 AC		45,738 SF
Existing Office Site	30.94 AC		1,347,681 SF
Common Area Site	37.09 AC		1,615,640 SF
Gross Land Area	PUD (Planned Unit Development)		
Zoning			
Improvements		Comments	
Property Type	Office	(Multi Tenant)	
Number of Buildings	1		
Number of Stories	3		
Gross Building Area	32,329 SF		
Net Rentable Area	29,096 SF		
Year Built	1997		
Effective Age	15 Years		
Remaining Economic Life	35 Years		
Condition	Average		
Buyer Profile	Developer/Investor		
Financial Indicators			
Stabilized Occupancy	95.0%		
Stabilized Credit Loss	1.0%		
Estimated Lease-up Period	24 Months		
Overall Capitalization Rate	8.50%		
Pro Forma Prospective (Office Building)	Total	Per SF	
Effective Gross Income	\$683,756	\$23.50	
Operating Expenses	\$265,988	\$9.14	
Expense Ratio	38.90%		
Net Operating Income	\$417,768	\$14.36	

CONCLUDED MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value
As Is (Pad Site 1)	Fee Simple Estate	December 6, 2023	\$705,000
As Is (Pad Site 2)	Fee Simple Estate	December 6, 2023	\$270,000
As Is (Pad Site 3)	Fee Simple Estate	December 6, 2023	\$150,000
As Is (Pad Site 4)	Fee Simple Estate	December 6, 2023	\$385,000
As Is (Office Building)	Leasehold Interest	December 6, 2023	\$3,000,000
As Is - Land (Office Site Leased Fee)	Leased Fee Interest	December 6, 2023	\$835,000

Compiled by CBRE

STRENGTHS, WEAKNESSES, OPPORTUNITIES AND THREATS (SWOT)

Strengths/ Opportunities

- The subject is located in a growing area of St. Johns County.
- The subject is in proximity to the International Golf Parkway and Interstate 95 Interchange.
- The subject is located in an area consisting of upper-middle income demographics.

Weaknesses/ Threats

- Exposure & accessibility to the subject sites and office building are limited due to a location along a secondary roadway approximately 1 ½ miles from International Golf Parkway.
- Commercial real estate market conditions have deteriorated at the macro level. The significant recent increase in the cost of capital and reduced volume of transaction activity is impacting price discovery and creating an increase in uncertainty. Increasing interest rates and subdued economic growth will continue to weigh on commercial real estate fundamentals and investment transaction volumes. This creates a higher degree of uncertainty in general, though the impacts may vary by market and asset class/type.

MARKET VOLATILITY

We draw your attention to a combination of inflationary pressures (leading to higher interest rates) and recent failures/stress in banking systems which have significantly increased the potential for constrained credit markets, negative capital value movements and enhanced volatility in property markets over the short-to-medium term.

Experience has shown that consumer and investor behavior can quickly change during periods of such heightened volatility. Lending or investment decisions should reflect this heightened level of volatility and the potential for deteriorating market conditions.

It is important to note that the conclusions set out in this report are valid as at the valuation date only. Where appropriate, we recommend that the valuation is closely monitored, as we continue to track how markets respond to evolving events.

CURRENT ECONOMIC CONDITIONS

At its January 2024 meeting, the Federal Reserve held the federal funds rate at a range of 5.25% to 5.50% and indicated it will continue reducing its balance sheet by \$95 billion per month. The Fed removed language from its policy statement about further tightening but stated it needs more confidence inflation “is moving sustainably toward 2.00%” before considering cuts. Rising real

interest rates will be a headwind for the economy in coming quarters; however, CBRE expects the U.S. economy will remain resilient with growth averaging 1.6% for the year.

While opinions vary on future economic issues, the general market consensus at the time of this appraisal is the anticipation of moderating inflation as higher interest rates cool demand. Tighter lending conditions and a weakening economy will keep capital markets activity subdued and reduce leasing demand in the short to medium term. Amid this uncertain and dynamic environment, investment market performance will be uneven across property types.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”¹

- According to a document provided by St. Johns County titled “Common Area Maintenance”, the subject’s shared parking was recently recounted and shows a total of 1,472 spaces. We have assumed the provided documentation to be correct.
- An email provided titled World Golf Village – Initial Entitlements Review from Tirso M. Carreja, Jr. states “the remaining entitlements available to the World Golf Foundation are described as follows: “Although the Hall of Fame Use, Library Use, and IMAX Use are not specifically listed for conversion, based on our research (which included a look-back of the original entitlement analysis used by the County), we believe it is likely that the County will allow a modification of the PUD to deem the Hall of Fame Use, Library Use, and the Imax Use as commercial use. If that is the case, WGF would have 90K ft² of Commercial Use in addition to 105K ft² of Office Use to redevelop the WGF property.” We have assumed this information to be correct.
- The subject office building and the Hall of Fame/IMAX (not a part of this appraisal) buildings are currently in place. Deducting the 32,329 square feet of office space and 81,978 square feet of commercial space from the provided entitlements results in remaining entitlements for the subject of 72,671 square feet of office space and 8,022 square feet of commercial space which is assumed to be correct. These remaining entitlements can be converted to a different use which is discussed later in this report.
- We have estimated a reconfiguration of the subject office building for multi-tenant use. As part of the reconfiguration approximately 10% of the gross area would be incorporated into shared common areas bringing the net rentable area of the subject to 29,096 square feet. The square footage is assumed to be correct.
- We were not provided with a professionally prepared boundary survey for the subject’s vacant land parcels depicting its boundaries or land area. For analysis purposes we have relied on St. Johns Property Appraisers GIS system to calculate the sizes of the commercial retail outparcels. This appraisal is based on the extraordinary assumption that the subject’s actual boundary and land area are consistent with the depictions in this appraisal.
- The common areas of World Golf Village are a part of this appraisal. As they are associated with the overall project and shared with the surrounding improvements it is assumed that this area can not be sold off and developed.

¹ The Appraisal Foundation, *USPAP, 2024 Edition (Effective January 1, 2024)*

- Specific tenant assumptions are presented in the income capitalization approach and these are incorporated herein by reference.
- The appraisal includes a Prospective opinion of market value at the stabilization of the property. As such, the prospective values are based on forward-looking projections that are based on current market indications and typical underwriting witnessed by market participants. Any significant change in market conditions that are inconsistent with the assumptions made herein could impact the opinions of market value.
- The use of these extraordinary assumptions may have affected the assignment results.

HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purposes of analysis.”²

- For the purposes of this appraisal, we have utilized the hypothetical condition that the subject office building is vacant at the date of value to establish lease-up costs.
- The use of this hypothetical condition may have affected the assignment results.

OWNERSHIP AND PROPERTY HISTORY

OWNERSHIP SUMMARY	
Item	Current
Current Ownership	
Owner:	World Golf Foundation, Inc.
Sale in Last 3 Years?:	No
County/Locality Name:	St. Johns
Pending Sale	
Under Contract:	No
Current Listing	
Currently Listed For Sale:	No
Compiled by CBRE	

CBRE is unaware of any arm’s length ownership transfers of the property within three years of the date of appraisal. Further, while negotiations are ongoing, the property is not publicly offered for sale as of the current date.

EXPOSURE/MARKETING TIME

Current appraisal guidelines require an estimate of a reasonable time period in which the subject could be brought to market and sold. This reasonable time frame can either be examined historically or prospectively. In a historical analysis, this is referred to as exposure time. Exposure time always precedes the date of value, with the underlying premise being the time a property would have been on the market prior to the date of value, such that it would sell at its appraised value as of the date of value. On a prospective basis, the term marketing time is most often

² The Appraisal Foundation, *USPAP, 2024 Edition (Effective January 1, 2024)*

used. The exposure/marketing time is a function of price, time, and use. It is not an isolated estimate of time alone. In consideration of these factors, we have analyzed the following:

- exposure periods for comparable sales used in this appraisal;
- exposure/marketing time information from the PwC Real Estate Investor Survey; and
- the opinions of market participants.

The following table presents the information derived from these sources.

EXPOSURE/MARKETING TIME DATA - OFFICE BUILDING		
Investment Type	Exposure/Mktg. (Months)	
	Range	Average
<i>PwC Suburban Office</i>		
National Data	1.0 - 15.0	7.0
Local Market Professionals	6.0 - 12.0	9.0
CBRE Exposure Time Estimate	6 - 12 Months	
CBRE Marketing Period Estimate	6 - 12 Months	
Various Sources Compiled by CBRE		
EXPOSURE/MARKETING TIME DATA - PAD SITES		
Investment Type	Exposure/Mktg. (Months)	
	Range	Average
Local Market Professionals	6.0 - 12.0	9.0
CBRE Exposure Time Estimate	6 - 12 Months	
CBRE Marketing Period Estimate	6 - 12 Months	
Various Sources Compiled by CBRE		

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Scope of Work

This Appraisal Report is intended to comply with the real property appraisal development and reporting requirements set forth under Standards Rule 1 and 2 of USPAP. The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered, and analysis is applied.

INTENDED USE OF REPORT

This appraisal is to be used for internal use and no other use is permitted.

CLIENT

The client is St. Johns County.

INTENDED USER OF REPORT

This appraisal is to be used by St. Johns County. No other user(s) may rely on our report unless as specifically indicated in this report.

Intended users are those who an appraiser intends will use the appraisal or review report. In other words, appraisers acknowledge at the outset of the assignment that they are developing their expert opinions for the use of the intended users they identify. Although the client provides information about the parties who may be intended users, ultimately it is the appraiser who decides who they are. This is an important point to be clear about: The client does not tell the appraiser who the intended users will be. Rather, the client tells the appraiser who the client needs the report to be speaking to, and given that information, the appraiser identifies the intended user or users. It is important to identify intended users because an appraiser's primary responsibility regarding the use of the report's opinions and conclusions is to those users. Intended users are those parties to whom an appraiser is responsible for communicating the findings in a clear and understandable manner. They are the audience.³

RELIANCE LANGUAGE

Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for

³ Appraisal Institute, *The Appraisal of Real Estate*, 15th ed. (Chicago: Appraisal Institute, 2020), 40.

any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to develop an opinion of the market value of the subject property.

DEFINITION OF VALUE

The current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the U.S. (and used herein) is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.⁴

INTEREST APPRAISED

The value estimated represents the Fee Simple Estate, Leased Fee Interest and Leasehold Interest as defined below:

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.⁵

Leased Fee Interest - The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.⁶

Leasehold Estate - The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.⁷

⁴ 12 CFR, Part 34, Subpart C-Appraisals, 34.42(h).

⁵ Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed. (Chicago: Appraisal Institute, 2022), 73.

⁶ Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed. (Chicago: Appraisal Institute, 2022), 105.

⁷ Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed. (Chicago: Appraisal Institute, 2022), 105.

Extent to Which the Property is Identified

The property is identified through the following sources:

- postal address
- assessor’s records
- legal description

Extent to Which the Property is Inspected

Nick Chop, MAI, R/W-AC inspected the interior and exterior of the subject, as well as its surrounding environs on the effective date of appraisal. This inspection was considered adequate and is the basis for our findings.

Type and Extent of the Data Researched

CBRE reviewed the following:

- applicable tax data
- zoning requirements
- flood zone status
- demographics
- comparable data

Type and Extent of Analysis Applied

CBRE, Inc. analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. The steps required to complete each approach are discussed in the methodology section.

Data Resources Utilized in the Analysis

DATA SOURCES	
<i>Item:</i>	<i>Source(s):</i>
Site Data	
Size	St. Johns County GIS Mapping
Improved Data	
Building Area	St. Johns County Property Appraiser
No. Bldgs.	Inspection
Parking Spaces	Documentation Provided
Year Built/Developed	St. Johns County Property Appraiser
Economic Data	
Deferred Maintenance:	None Noted
Income Data:	Ground Lease Provided
Expense Data:	Common Area Costs Provided
Compiled by CBRE	

APPRAISAL METHODOLOGY

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available.

Cost Approach

The cost approach is based on the proposition that the informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements that represent the highest and best use of the land, or when it is improved with relatively unique or specialized improvements for which there exist few sales or leases of comparable properties.

Sales Comparison Approach

The sales comparison approach utilizes sales of comparable properties, adjusted for differences, to indicate a value for the subject. Valuation is typically accomplished using physical units of comparison such as price per square foot, price per unit, price per floor, etc., or economic units of comparison such as gross rent multiplier. Adjustments are applied to the physical units of comparison derived from the comparable sale. The unit of comparison chosen for the subject is then used to yield a total value. Economic units of comparison are not adjusted, but rather analyzed as to relevant differences, with the final estimate derived based on the general comparisons.

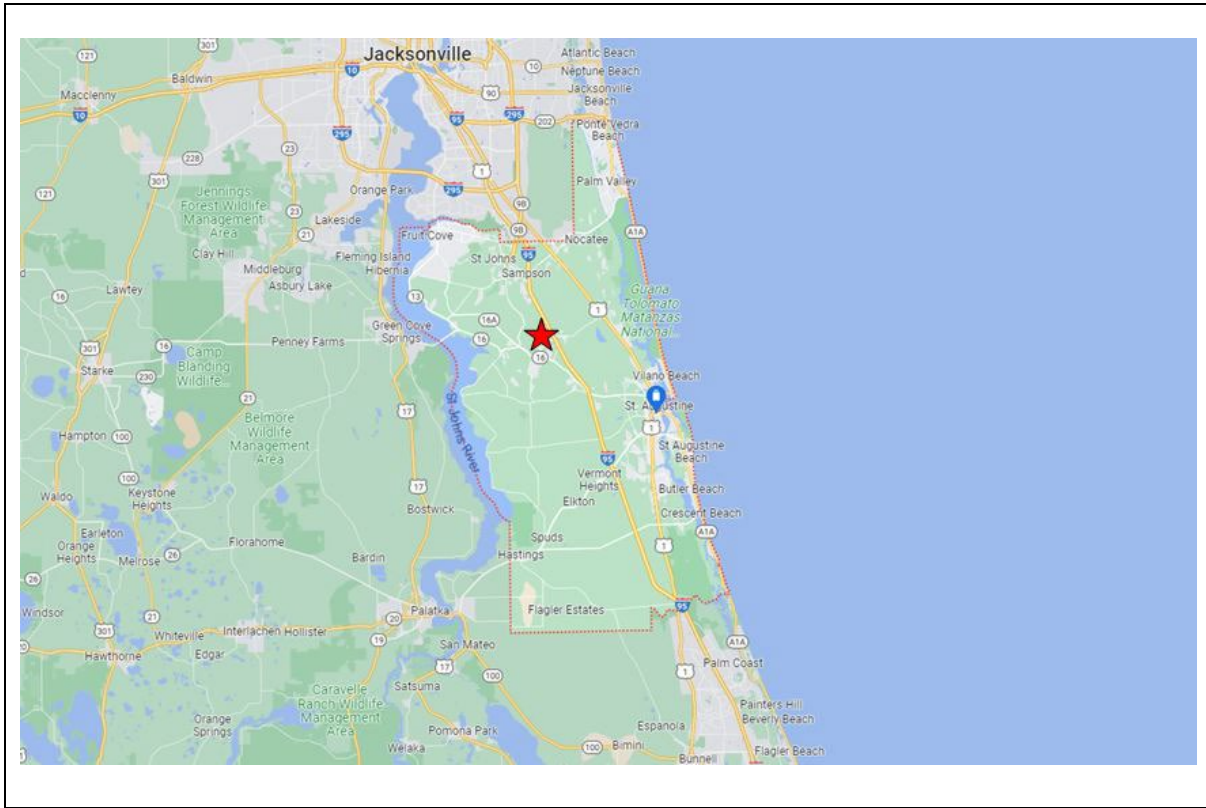
Income Capitalization Approach

The income capitalization approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream plus reversion value from a property over a period of time. The two common valuation techniques associated with the income capitalization approach are direct capitalization and the discounted cash flow (DCF) analysis.

Methodology Applicable to the Subject

In valuing the subject, only the sales comparison and income capitalization approaches are applicable and have been used. The cost approach is not applicable in the estimation of market value due to the age of the improvements. The exclusion of said approach(s) is not considered to compromise the credibility of the results rendered herein.

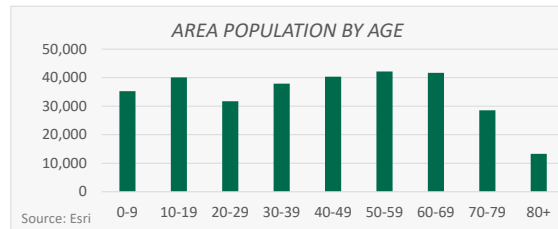
Area Analysis



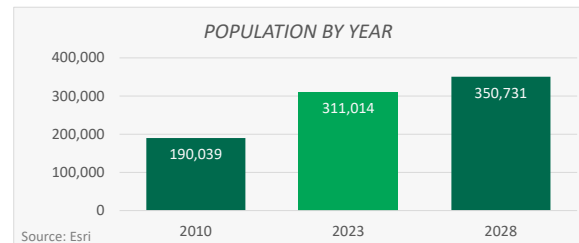
The subject is located in St. Johns County. Key information about the area is provided in the following tables.

POPULATION

The area has a population of 311,014 and a median age of 43, with the largest population group in the 50-59 age range and the smallest population in 80+ age range.



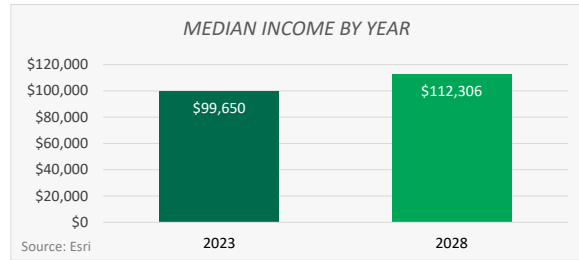
Population has increased by 120,975 since 2010, reflecting an annual increase of 3.9%. Population is projected to increase by 39,717 between 2023 and 2028, reflecting a 2.4% annual population growth.



Source: ESRI, downloaded on Feb, 2 2024

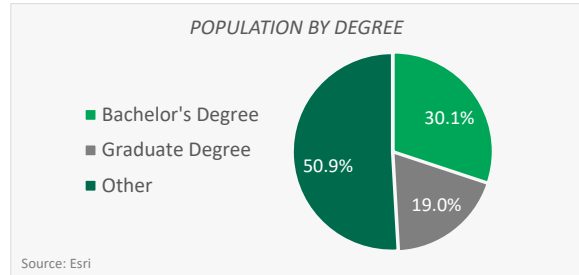
INCOME

The area features an average household income of \$141,754 and a median household income of \$99,650. Over the next five years, median household income is expected to increase by 12.7%, or \$2,531 per annum.

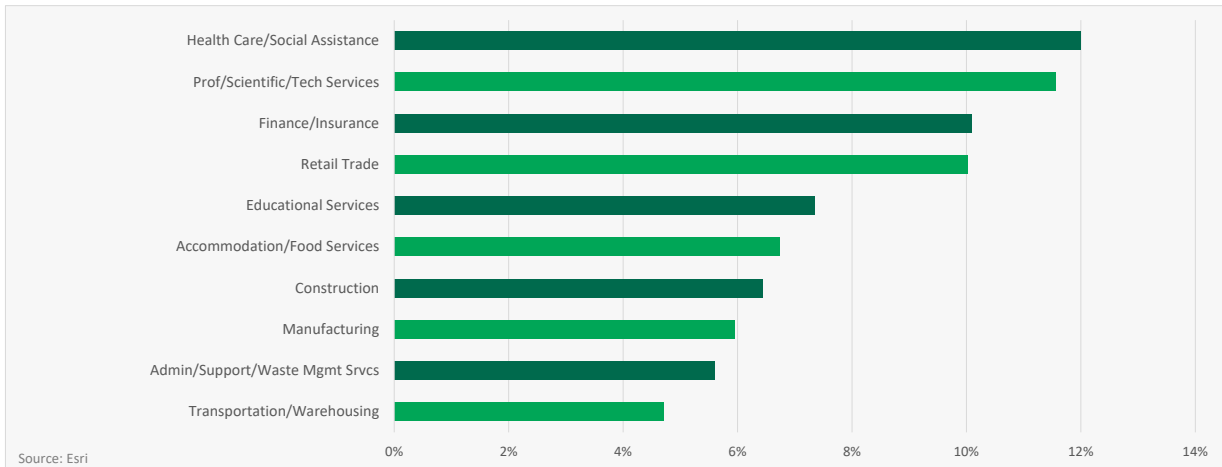


EDUCATION

A total of 49.1% of individuals over the age of 24 have a college degree, with 30.1% holding a bachelor's degree and 19.0% holding a graduate degree.



EMPLOYMENT

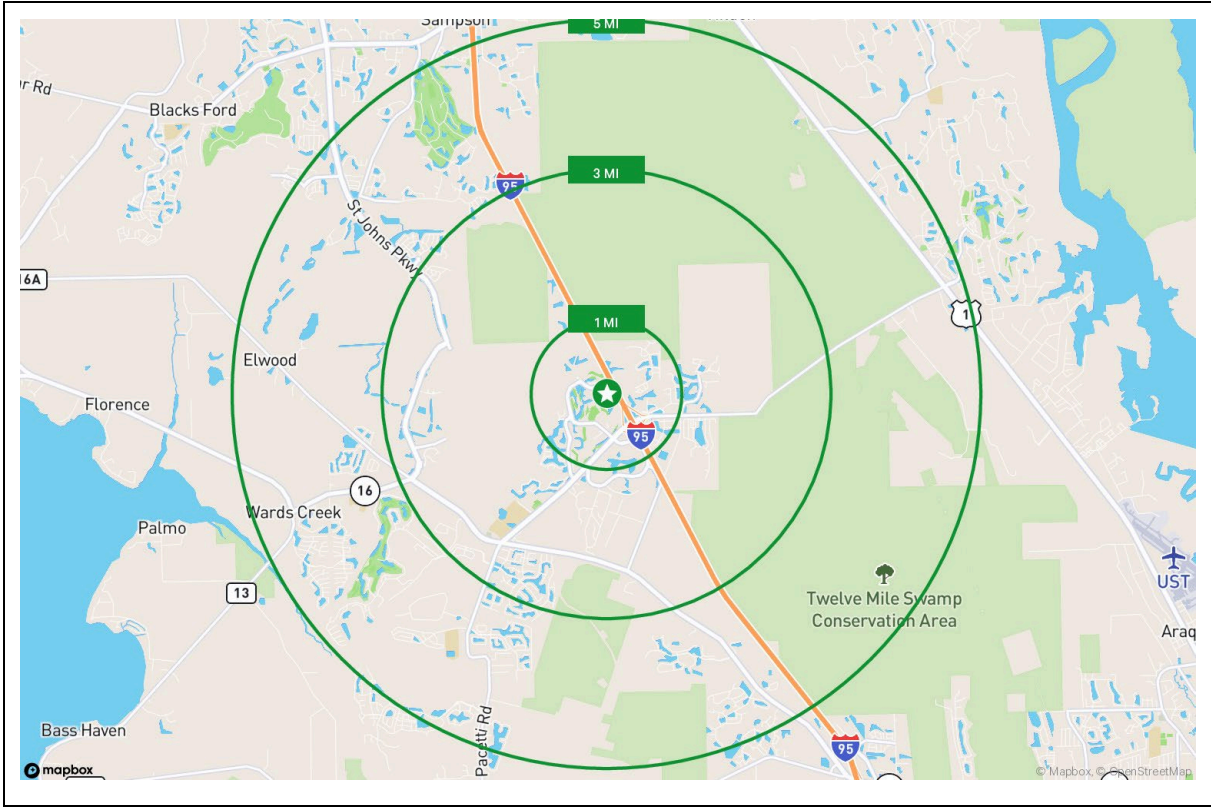


The area includes a total of 151,805 employees. The top three industries within the area are Health Care/Social Assistance, Prof/Scientific/Tech Services and Finance/Insurance, which represent a combined total of 34% of the workforce.

Source: ESRI, downloaded on Feb 2, 2024; BLS.gov dated Jan 0, 1900

In summary, the area is forecasted to experience an increase in population and household income.

Neighborhood Analysis



LOCATION

The subject is in the city of St Augustine, unincorporated St. Johns County, just south of the City of Jacksonville. The subject is about 30 miles south of the Jacksonville Central Business District, and 45 miles south of the Jacksonville International Airport.

BOUNDARIES

The neighborhood boundaries are detailed as follows:

- North: County Road 210
- South: International Golf Parkway
- East: I-95
- West: State Road 16

LAND USE/GROWTH PATTERNS

Land uses within the subject neighborhood consist of a mixture of commercial and residential development. Relative to St. Augustine proper, the immediate area surrounding the subject is a newer area of development, consisting of residential and commercial uses with a third of the development being built since 2000.

ACCESS

The subject property is located within the World Golf Village and is accessed via World Golf Village Boulevard. World Golf Village Boulevard is a two-lane roadway that provides north/south connectivity in the neighborhood. Regional access for the subject neighborhood is provided by Interstate 95. Localized access in the area is provided by US 1, County Road 210 and International Golf Parkway. Overall, regional and local access to and throughout the neighborhood is considered to be good.

NEW DEVELOPMENT

Located south of the subject at the interchange of Interstate 95 and International Golf Parkway, a new Buccee’s and Costco have been developed in recent years.

DEMOGRAPHICS

Selected neighborhood demographics in 1-, 3- and 5-mile radius from the subject are shown in the following table:

SELECTED NEIGHBORHOOD DEMOGRAPHICS				
World Golf Village St. Augustine, FL 32092	1 Mile Radius	3 Mile Radius	5 Mile Radius	St. Johns County
Population				
2028 Total Population	2,501	20,057	53,309	350,731
2023 Total Population	1,665	14,821	43,053	311,014
2010 Total Population	746	6,500	18,889	190,039
2000 Total Population	38	684	2,643	123,135
Annual Growth 2023 - 2028	8.48%	6.24%	4.37%	2.43%
Annual Growth 2010 - 2023	6.37%	6.55%	6.54%	3.86%
Annual Growth 2000 - 2010	34.68%	25.25%	21.73%	4.44%
Households				
2028 Total Households	1,131	7,622	18,501	135,353
2023 Total Households	780	5,541	14,681	119,470
2010 Total Households	328	2,475	6,570	75,338
2000 Total Households	16	235	931	49,614
Annual Growth 2023 - 2028	7.71%	6.59%	4.73%	2.53%
Annual Growth 2010 - 2023	6.89%	6.40%	6.38%	3.61%
Annual Growth 2000 - 2010	35.26%	26.55%	21.58%	4.27%
Income				
2023 Median Household Income	\$95,995	\$103,998	\$104,997	\$99,650
2023 Average Household Income	\$116,982	\$131,300	\$132,904	\$141,754
2023 Per Capita Income	\$54,071	\$48,804	\$45,318	\$54,484
2023 Pop 25+ College Graduates	720	4,994	13,585	108,289
Age 25+ Percent College Graduates - 2023	66.1%	52.2%	49.2%	49.1%

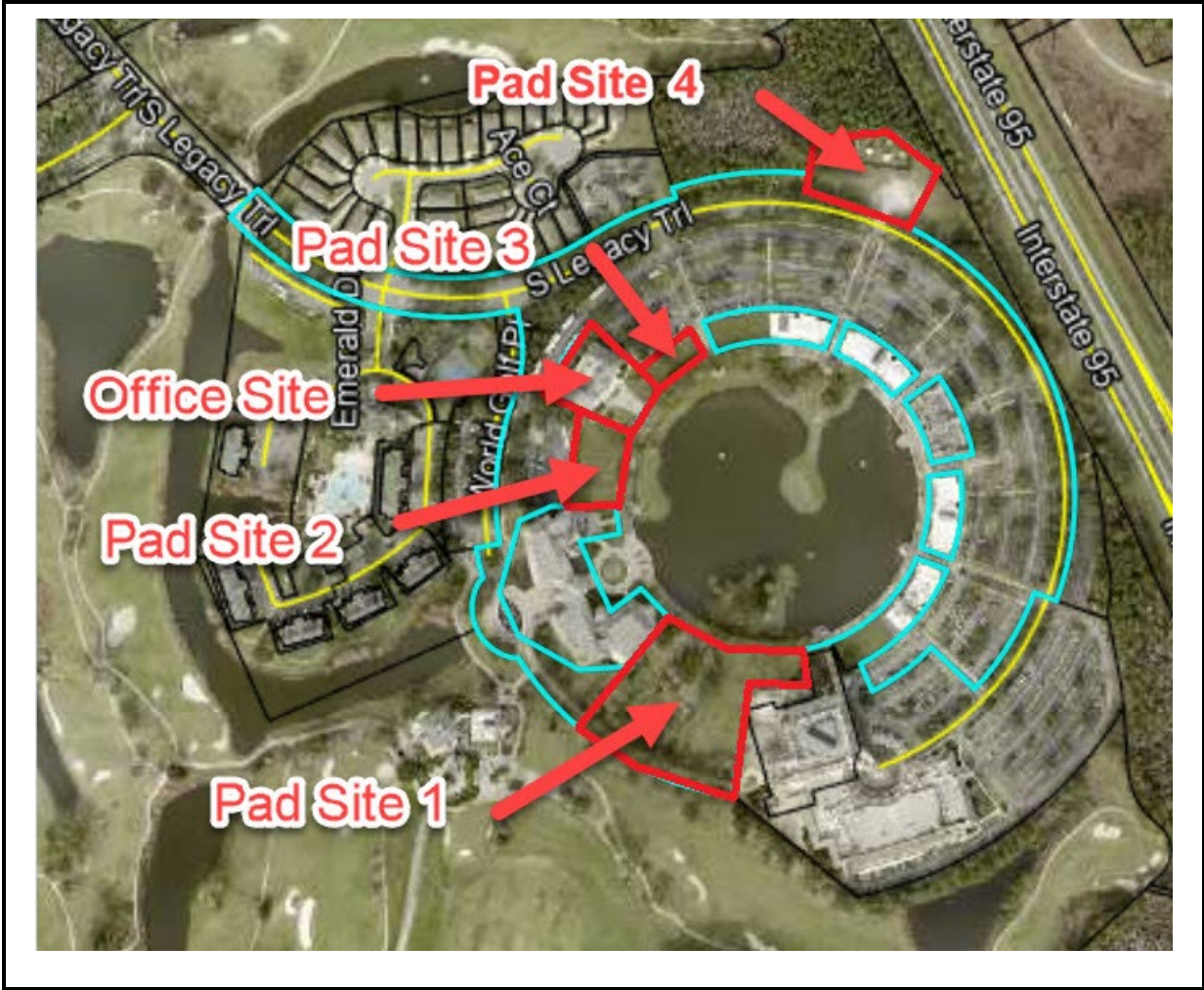
Source: ESRI

CONCLUSION

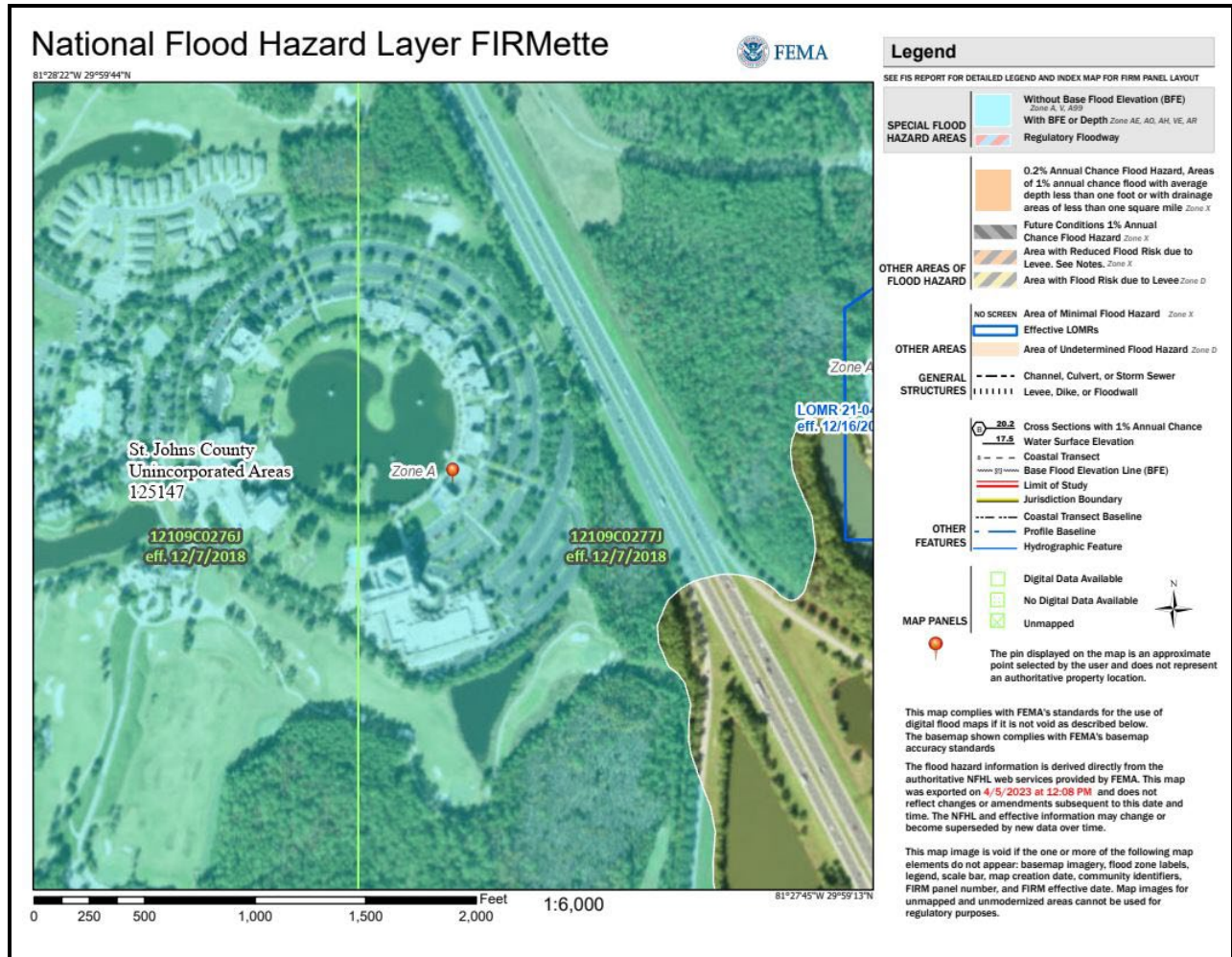
The subject neighborhood is a desirable residential area, due to the high quality of development and easy access to major roadways, supportive commercial uses and recreational amenities

(proximity to golf courses, boating, etc.). Population growth within the subject neighborhood has been strong with relatively high-income levels with a 2023 median household income of \$103,998 in a three-mile radius.

AERIAL PHOTO



FLOOD PLAIN MAP



Site Analysis

The following chart summarizes the salient characteristics of the subject site.

SITE SUMMARY AND ANALYSIS			
Physical Description			
Pad Site 1	3.08 Acres	134,230 Sq. Ft.	
Pad Site 2	0.65 Acres	28,314 Sq. Ft.	
Pad Site 3	0.35 Acres	15,246 Sq. Ft.	
Pad Site 4	1.05 Acres	45,738 Sq. Ft.	
Existing Office Site	1.02 Acres	44,431 Sq. Ft.	
Common Area Site	30.94 Acres	1,347,681 Sq. Ft.	
Gross Site Area	37.09 Acres	1,615,640 Sq. Ft.	
Shape	Irregular		
Topography	Generally Level		
Parcel Number(s)	027010-0060, 027010-0070		
Zoning District	PUD (Planned Unit Development)		
Flood Map Panel No. & Date	12109C-0276J	7-Dec-18	
	12109C-0277J	7-Dec-18	
Flood Zone	Zone A		
Adjacent Land Uses	Retail/Hotel/Golf Course/Residential		
Comparative Analysis		Rating	
Visibility	Fair		
Functional Utility	Average		
Traffic Volume	Fair		
Adequacy of Utilities	Assumed Adequate		
Landscaping	Average		
Drainage	Assumed Adequate		
Utilities	Availability	Comments	
Water	Yes	St. Johns County	
Sewer	Yes	St. Johns County	
Natural Gas	No		
Electricity	Yes	FP&L	
Telephone	Yes	Multiple	
Mass Transit	No		
Other	Yes	No	Unknown
Detrimental Easements			X
Encroachments			X
Deed Restrictions			X
Reciprocal Parking Rights	X		
Various sources compiled by CBRE			

LAND AREA

The land area sizes were obtained via the St Johns County Property GIS map measurement tool. The vacant commercial land parcel sites are considered adequate in terms of size and utility. The subject property has four vacant land parcels which could be utilized for a commercial/office uses and a site improved with an office building.

WORLD GOLF VILLAGE

The subject is part of the World Golf Village development. The development includes the St. Johns County Convention Center which is connected to the 301 room World Golf Village Renaissance St. Augustine Resort, Slammer & Squire and King & Bear Golf Courses, the World Golf Hall of Fame, a 300 seat IMAX theater and the PGA Productions Office Building. Additional development includes office and retail properties and the Reverb Church. The subject parcels being analyzed are portions of the larger development.

PAD SITE 1



Pad Site 1 is located in the southwestern portion of the World Golf Village development to the southeast of the Hall of Fame and IMAX buildings. The site includes 3.08-acres. At this time the site does not have direct road access and is a significant distance from common area parking. Current vehicular access to the site is limited to an existing service road that leads to the hotel property east of the parcel. Development of the site would likely require road access from behind

the Hall of Fame and Imax building and on-site parking. The site would benefit from off-site retention and other amenities within the development.

PAD SITE 2



Pad Site 2 is located in the western portion of the World Golf Village development between the Hall of Fame/Imax buildings and office building. The site includes 0.65-acres and was originally planned for a 15,000 square foot library that was never developed. The site's location would utilize the in-place parking and other amenities within the development.

PAD SITE 3



Pad Site 3 is located in the northwestern portion of the World Golf Village development between the northeast of the Office building. The site includes 0.35-acres. The site's location would utilize the in-place parking and other amenities within the development.

PAD SITE 4



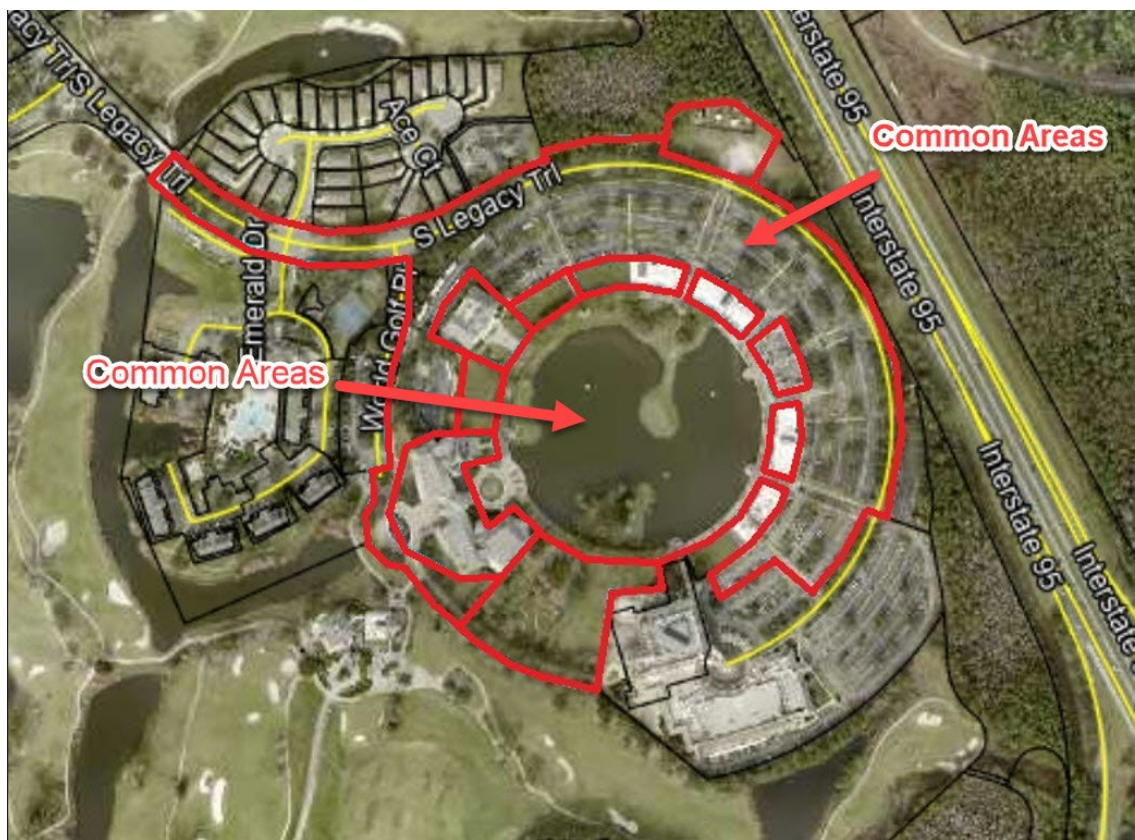
Pad Site 4 is located in the northern portion of the World Golf Village development. The site includes 1.05-acres. Due to the location north of South Legacy Trail the site would likely require on-site parking. The site would benefit from off-site retention and other amenities within the development.

OFFICE SITE



The Office Site is located in the northwestern portion of the World Golf Village development. The site includes 1.02-acres and has been improved with a 32,329 square foot office building. The site's location utilizes the in-place parking and other amenities within the development.

COMMON AREAS SITE



The Common Areas site is located along the northern and eastern portion, as well as, the center of the World Golf Village development. The site includes 30.94-acres. The common areas include 1,472 parking spaces, retention and walkways.

INGRESS/EGRESS

Ingress and egress are available to the World Golf Village development via South Legacy Trail. South Legacy Trail, at the subject, is an east/west street that is improved with one lane of traffic in each direction. Additional street improvements include concrete curbs, gutters and sidewalks, and street lighting. South Legacy runs west to World Golf Village Boulevard which extends southerly to International Golf Parkway.

EASEMENTS AND ENCROACHMENTS

There are no known easements or encroachments impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a current title policy outlining all easements and encroachments on the property, if any, prior to making a business decision.

COVENANTS, CONDITIONS AND RESTRICTIONS

There are no known covenants, conditions or restrictions impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a copy of the current covenants, conditions and restrictions, if any, prior to making a business decision.

ENVIRONMENTAL ISSUES

Although CBRE was not provided an Environmental Site Assessment (ESA), a tour of the site did not reveal any obvious issues regarding environmental contamination or adverse conditions.

The appraiser is not qualified to detect the existence of potentially hazardous material or underground storage tanks which may be present on or near the site. The existence of hazardous materials or underground storage tanks may affect the value of the property. For this appraisal, CBRE, Inc. has specifically assumed that the property is not affected by any hazardous materials that may be present on or near the property.

ADJACENT PROPERTIES

The adjacent land uses are summarized as follows:

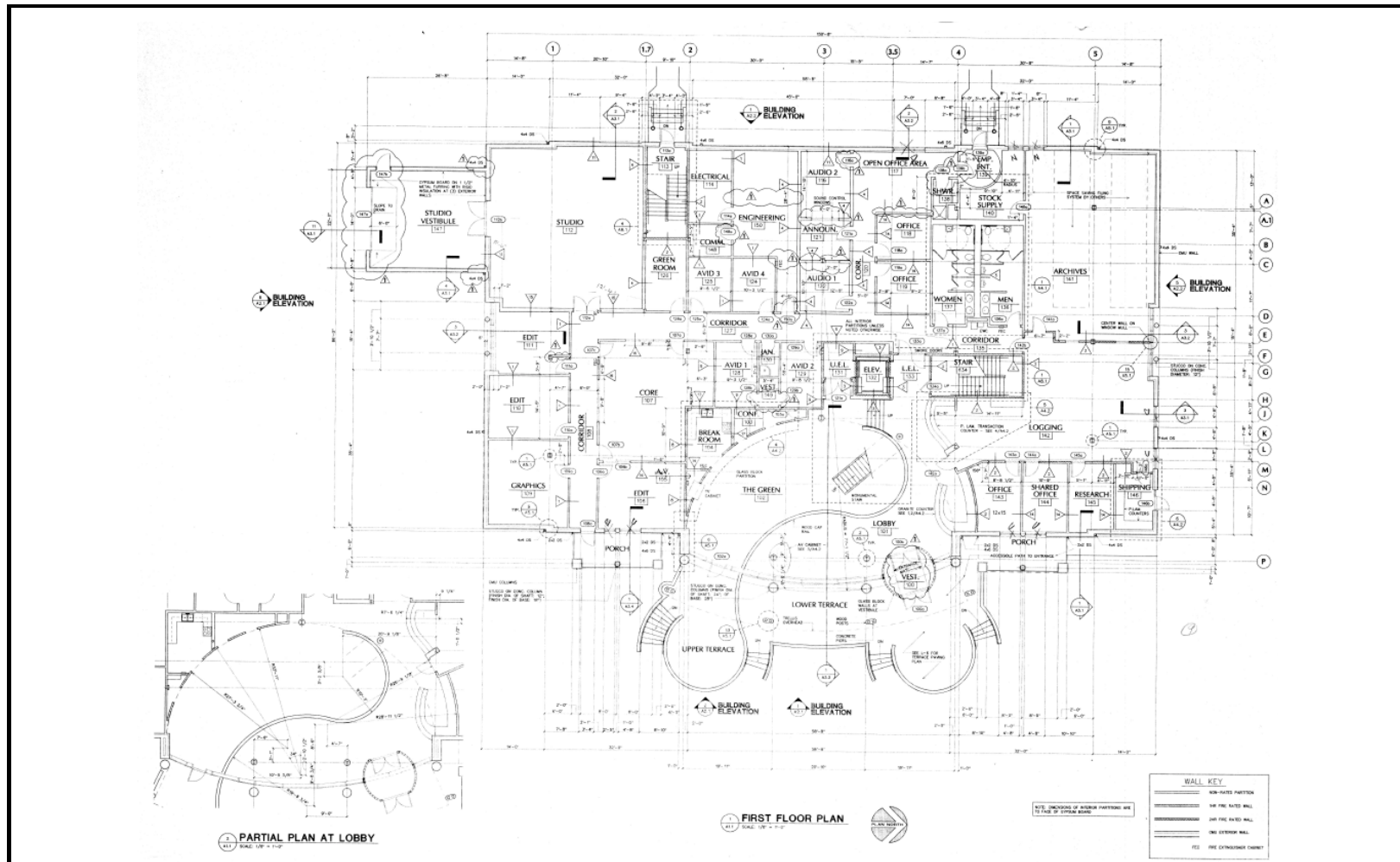
North:	Residential
South:	Retail/Office
East:	Interstate 95
West:	Residential/Golf Course

CONCLUSION

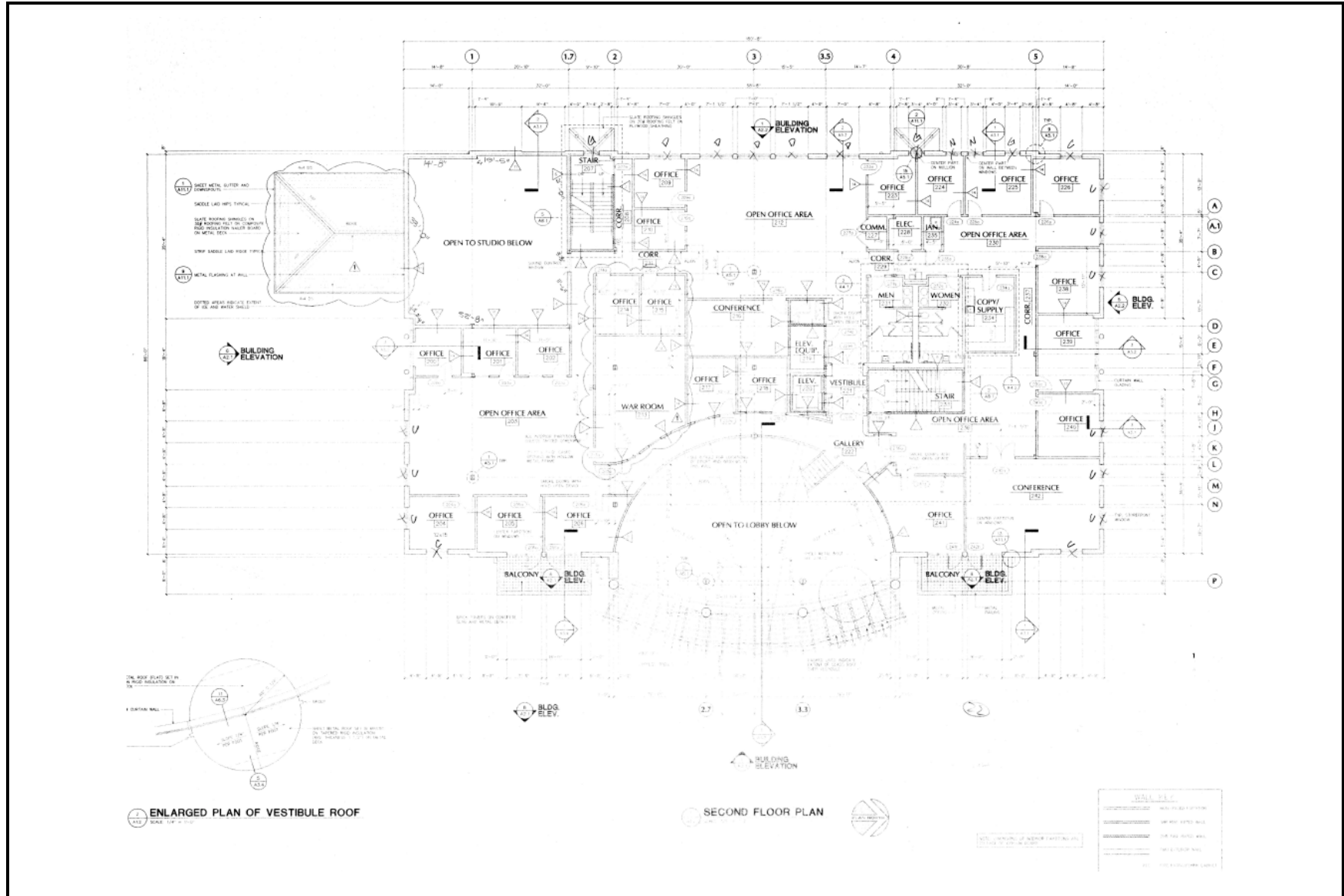
The subject is a 37.09-acre (1,615,640 sq. ft.) tract of land (retail/commercial) which surrounds the World Golf Hall of Fame in St. Augustine, Florida. The subject property has four vacant commercial land parcels which range from 0.35 AC to 3.08 AC. Also, within the subject property is a ground lease to PGA Tour, Inc., and additional site improvements including parking areas, roadways and stormwater management, as well as miscellaneous improvements.

OFFICE BUILDING 1ST FLOOR PLAN

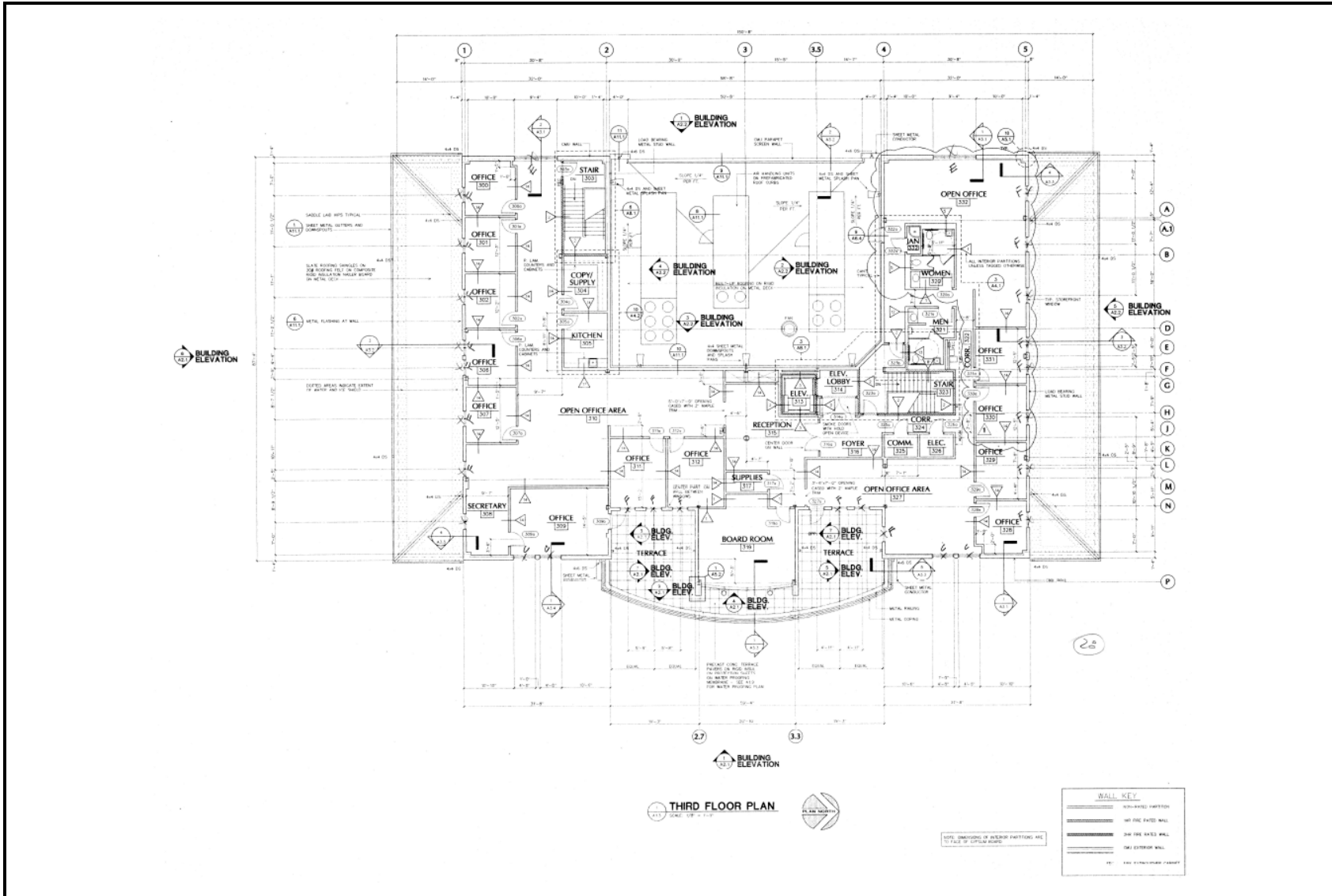
Please note that the floor plans are from the original construction of the building. Some reconfiguration of the interior layout has occurred since this time.



2ND FLOOR PLAN



3RD FLOOR PLAN



Improvements Analysis

The following chart shows a summary of the improvements.

IMPROVEMENTS SUMMARY AND ANALYSIS		
Property Type	Office	(Multi Tenant)
Number of Buildings	1	
Number of Stories	3	
Gross Building Area	32,329 SF	
Net Rentable Area	29,096 SF	
Average Floor Plate	10,776 SF	
Year Built	1997	
Actual Age	26 Years	
Effective Age	15 Years	
Total Economic Life	50 Years	
Remaining Economic Life	35 Years	
Age/Life Depreciation	30.0%	
Functional Utility	Typical	

Source: Various sources compiled by CBRE

As shown, the subject is a three-story office/production building. The following illustrates the key features/components of the subject improvements.

IMPROVEMENT DESCRIPTION & RATING		
Improvement Summary	Description	Comparative Rating
Foundation	Reinforced concrete	Average
Frame	Steel	Average
Exterior Walls	Stucco over masonry	Average
Interior Walls	Textured and painted drywall	Average
Roof	Built-up composition	Average
Ceiling	Suspended acoustical tile	Average
HVAC System	Standard individual split systems with pad mounted condensing units.	Average
Exterior Lighting	Mercury vapor fixtures	Average
Interior Lighting	Recessed fluorescent fixtures	Average
Flooring	Carpet and vinyl tile	Average
Plumbing	Assumed adequate	Average
Stairwells	Interior stairwells	Average
Elevators	One passenger elevator	Average
Smoke Detectors	Yes	Average
Sprinkler System	Yes	Average
Furnishings	Personal property excluded	Average
Parking	Shared asphalt paved open parking	Average
Landscaping	Grass, gravel and natural forest courtyards with irrigated planted beds	Average

Source: Various sources compiled by CBRE

MULTI-TENANT CONFIGURATION

The subject office building is currently configured for a single-tenant. Based on the subject size another single-tenant occupant is unlikely; therefore, we have analyzed the building based on multi-tenant occupancy. As multi-tenant buildings typically include shared areas such as the lobby, elevator and stair wells that are not considered rentable area. The multi-tenant comparables utilized in this report show a range of common areas from 7% to 15%, with an

average of 11%. We have utilized a common area ratio of 10%, which results in 29,096 net square feet.

YEAR BUILT

The subject was built in 1997.

CONSTRUCTION CLASS

Building construction class is as follows:

C - Masonry/concrete ext. walls & wood/steel roof & floor struct., exc. concrete slab on grade

The construction components are assumed to be in working condition and adequate for the building.

The overall quality of the facility is considered to be average for the neighborhood and age. However, CBRE, Inc. is not qualified to determine structural integrity and it is recommended that the client/reader retain the services of a qualified, independent engineer or contractor to determine the structural integrity of the improvements prior to making a business decision.

ATRIUM/BALCONY/MEZZANINE/PATIO AREAS

The building includes a two-story open lobby located at the front entrance. Additionally, there are exterior patio/balcony areas on the first and second floors, however, this area is not included within the net rentable or usable area calculations.

ELEVATOR/STAIR SYSTEM

The building also includes one elevator dedicated to passenger service and an interior staircase.

HVAC

The HVAC system is assumed to be in good working order and adequate for the building.

ELECTRICAL

The electrical system is assumed to be in good working order and adequate for the building.

PLUMBING

The plumbing system is assumed to be in good working order and adequate for the building.

LIFE SAFETY AND FIRE PROTECTION

It is assumed the improvements have adequate fire alarm systems, fire exits, fire extinguishers, fire escapes and/or other fire protection measures to meet local fire marshal requirements. CBRE, Inc. is not qualified to determine adequate levels of safety & fire protection, whereby it is

recommended that the client/reader review available permits, etc. prior to making a business decision.

LANDSCAPING

Landscaping is considered to be in average condition and well maintained.

FUNCTIONAL UTILITY

The overall layout of the property is considered functional in utility. The typical floor plate is commensurate with the market and is typically adequate to meet existing and prospective tenant space requirements.

ADA COMPLIANCE

All common areas of the property appear to have handicap accessibility. The client/reader's attention is directed to the specific limiting conditions regarding ADA compliance.

FURNITURE, FIXTURES AND EQUIPMENT

Any personal property items contained in the property are not considered a part of this appraisal.

ENVIRONMENTAL ISSUES

Although CBRE was not provided an Environmental Site Assessment (ESA), a tour of the site did not reveal any obvious issues regarding environmental contamination or adverse conditions.

The appraiser is not qualified to detect the existence of potentially hazardous material or underground storage tanks which may be present on or near the site. The existence of hazardous materials or underground storage tanks may affect the value of the property. For this appraisal, CBRE, Inc. has specifically assumed that the property is not affected by any hazardous materials that may be present on or near the property.

CONDITION ANALYSIS

Although CBRE was not provided a Property Condition Assessment (PCA), a tour of the improvements did not reveal any significant maintenance issues. Our tour of the improvements included a cursory inspection of the building.

ECONOMIC AGE AND LIFE

CBRE, Inc.'s estimate of the subject improvements effective age and remaining economic life is depicted in the following chart:

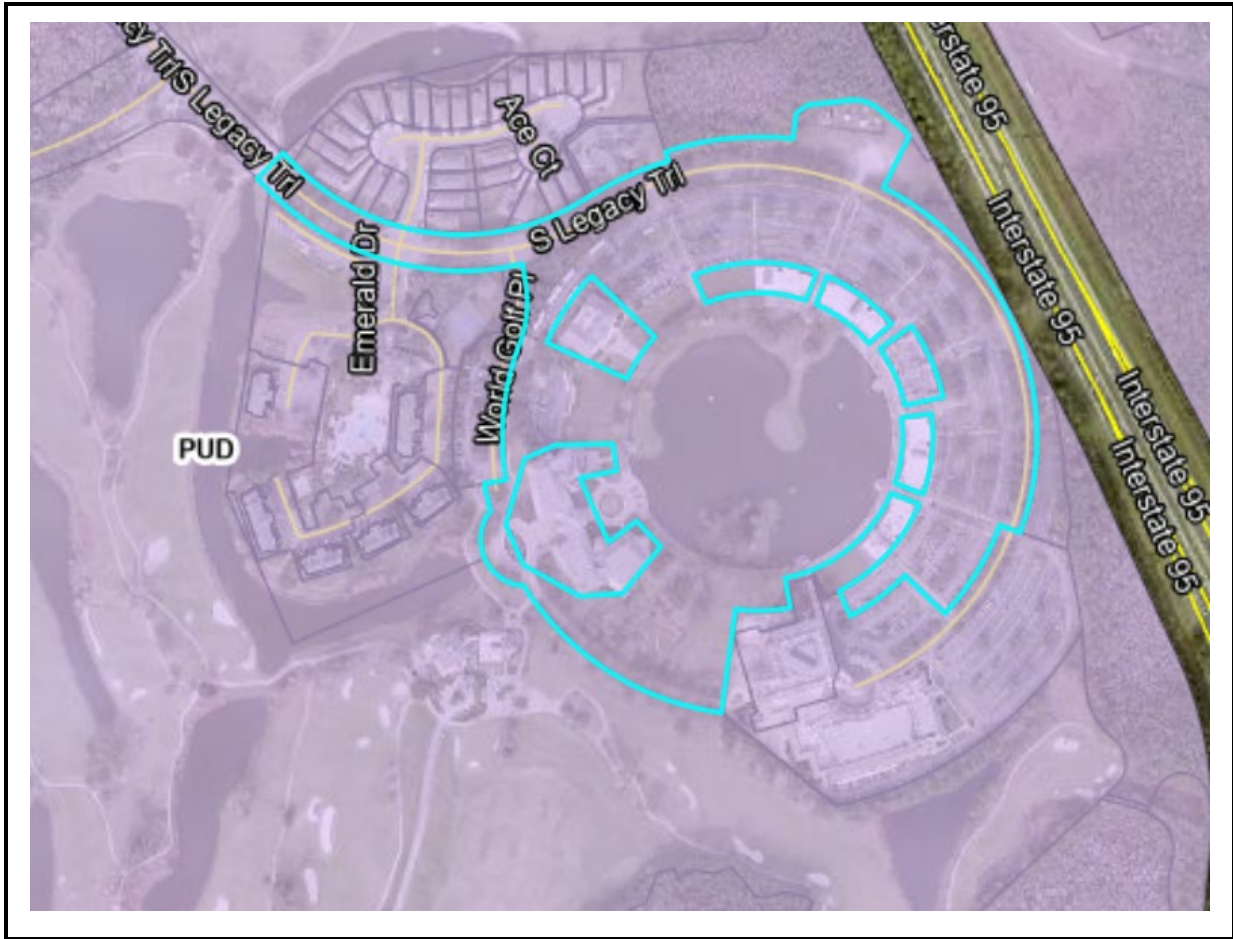
ECONOMIC AGE AND LIFE	
Actual Age	26 Years
Effective Age	15 Years
MVS Expected Life	50 Years
Remaining Economic Life	35 Years
Accrued Physical Incurable Depreciation	30.0%
Compiled by CBRE	

The remaining economic life is based upon our on-site observations and a comparative analysis of typical life expectancies as published by Marshall and Swift, LLC, in the Marshall Valuation Service cost guide. While CBRE, Inc. did not observe anything to suggest a different economic life, a capital improvement program could extend the life expectancy.

CONCLUSION

The improvements are in average overall condition. Overall, there are no known factors that adversely impact the marketability of the improvements.

ZONING MAP



Zoning

The following chart summarizes the subject’s zoning requirements.

ZONING SUMMARY	
Current Zoning	PUD (Planned Unit Development)
Legally Conforming	Yes
Uses Permitted	Retail, Office, and Residential uses specific to the PUD
Zoning Change	Not likely
Source: Planning & Zoning Dept.	

The subject is zoned PUD (Ordinance 1991-36, most recently amended via Ordinance 2017-16). Within the PUD, the subject is located within the parcel identified as the “World Golf Village Complex”. This complex includes the International Golf Museum and Hall of Fame which includes 75,000 square feet of museum space and public exhibits associated with the PGA TOUR Productions and other golf organizations from around the world. In addition, the Complex may include up to 125,000 square feet of commercial space, 150,000 square feet of office space, and up to 825 hotel rooms. The golf clubhouse is also located within the Complex. It is intended for uses within the Complex to complement one another, maximize accessibility to pedestrians, and minimize the need for vehicular traffic. Furthermore, “To ensure maximum flexibility and to allow the Complex to compete successfully with other similar facilities in the southeastern United States, any uses allowable within the PUD as a whole shall be allowed within the Complex subject to demonstration of compatibility with other uses in the Complex during the incremental Master Development Plan review process.”

As discussed, in an email provided titled “World Golf Village – Initial Entitlements Review”, the remaining entitlements available to the World Golf Foundation are described as follows: “Although the Hall of Fame Use, Library Use, and IMAX Use are not specifically listed for conversion, based on our research (which included a look-back of the original entitlement analysis used by the County), we believe it is likely that the County will allow a modification of the PUD to deem the Hall of Fame Use, Library Use, and the Imax Use as commercial use. If that is the case, WGF would have 90K ft2 of Commercial Use in addition to 105K ft2 of Office Use to redevelop the WGF property. We have assumed this information to be correct.

The subject office building and the Hall of Fame/IMAX (not a part of this appraisal) buildings are currently in place. Deducting the 32,329 square feet of office space and 81,978 square feet of commercial space from the provided entitlements results in remaining entitlements for the subject of 72,671 square feet of office space and 8,022 square feet of commercial space which is assumed to be correct. These remaining entitlements can be converted which is discussed later in this report.

ANALYSIS AND CONCLUSION

The current improvements represent a legally-conforming use and, if damaged, may be restored without special permit application. Additional information may be obtained from the appropriate governmental authority. For purposes of this appraisal, CBRE has assumed the information obtained is correct.

Tax and Assessment Data

The following summarizes the local assessor's estimate of the subject's market value, assessed value, and taxes, and does not include any furniture, fixtures or equipment. The CBRE estimated tax obligation is also shown.

AD VALOREM TAX INFORMATION					
Parcel	Assessor's Parcel No.	Parcel Description	2022	2023	Office Building
1	027010-0060	Pad Sites and Common	\$1,726,192	\$1,898,812	
2	027010-0070	Office Building	2,354,777	2,590,255	
Final Taxable Value			4,080,969	4,489,067	\$2,590,255
General Tax Rate (per \$100 A.V.)			1.279780	1.269350	1.269350
General Tax:			\$52,227	\$56,982	\$32,879
Non Exempt (School)			-	7,094	3,498
Special Assessments:			\$0	\$7,094	\$3,498
Effective Tax Rate (per \$100 A.V.)			1.279780	1.427378	1.404395
Total Taxes			\$52,227	\$64,076	\$36,377
Taxes per SF					\$1.25

Source: Tax Collector's Office

The current method of taxation of real property in Florida is mandated by Florida Statute Chapter 193. The property appraiser must make their assessment no later than July 1 every year. Properties are reassessed annually beginning January 1. Properties that have not changed ownership may be reassessed up to 10 percent of the assessed value for the property for the prior year for commercial properties and 3 percent for residential properties. The assessment for real estate purposes is made as of January 1 of each year. The county commission sets the millage rate to be used in calculating the tax bill in September or October of each year. The St. Johns County tax collector issues the tax bills providing for a 4% discount if the bill is paid in November, 3% for bills paid in December, 2% for bills paid in January, and a 1% discount for February payment. All tax bills are delinquent after March 31 of each year. Prudent management normally pays taxes in November in order to save 4% on the tax bill.

While the State of Florida requires the market value assessment to reflect 100% of market value, in practice assessments typically reflect a percentage of market value that is less than 100%, more generally in the range of 60% to 85%.

CONCLUSION

The 2023 taxes of \$64,076.15 have not been paid. For the purposes of this appraisal, we have assumed the taxes to be current.

Based on the foregoing, the total taxes for the subject's office building have been estimated as \$36,377 for the base year of our analysis, based upon an assessed value of \$2,590,255 or \$89.02 per square foot. We have utilized this analysis in our Income Capitalization Approach.

Market Analysis

METROPOLITAN JACKSONVILLE - FL OFFICE MARKET OVERVIEW

Recent Performance

The following table summarizes historical and projected performance for the overall metropolitan Jacksonville - FL office market, as reported by CoStar.

JACKSONVILLE - FL OFFICE MARKET								
Year Ending	Inventory (SF)	Completions (SF)	Occupied Stock (SF)	Occupancy	Asking Rent (\$/SF Gross)	Asking Rent Change	Net Absorption (SF)	Transaction Price Per Area (SF)
2014	65,892,012	16,744	59,193,920	89.8%	\$17.66	4.36%	707,544	\$89.67
2015	66,060,774	168,762	60,028,204	90.9%	\$17.81	0.86%	834,285	\$106.47
2016	66,145,145	84,371	60,738,112	91.8%	\$19.28	8.28%	710,650	\$89.70
2017	66,314,554	169,409	61,525,416	92.8%	\$19.90	3.21%	787,301	\$116.03
2018	66,891,041	539,687	61,943,160	92.6%	\$20.35	2.24%	417,746	\$90.34
2019	67,029,603	138,562	61,384,628	91.6%	\$21.17	4.02%	-558,354	\$133.80
2020	67,681,111	651,508	61,747,116	91.2%	\$21.79	2.97%	362,486	\$91.10
2021	68,333,369	652,258	61,951,288	90.7%	\$22.36	2.61%	197,530	\$247.27
Q1 2022	68,142,085	-191,284	62,101,160	91.1%	\$22.85	2.16%	149,872	\$93.78
Q2 2022	68,599,839	457,754	62,413,420	91.0%	\$23.31	2.01%	312,262	\$157.67
Q3 2022	68,729,041	129,202	62,416,964	90.8%	\$23.57	1.14%	3,544	\$113.38
Q4 2022	69,000,185	271,144	62,784,664	91.0%	\$23.88	1.29%	367,701	\$266.58
2022	69,000,185	666,816	62,784,664	91.0%	\$23.88	6.76%	833,379	\$266.58
Q1 2023	69,077,937	77,752	62,909,908	91.1%	\$24.03	0.64%	125,244	\$198.60
Q2 2023	69,108,737	30,800	63,065,364	91.3%	\$24.13	0.42%	155,456	\$126.02
Q3 2023	69,179,880	71,143	62,969,128	91.0%	\$24.31	0.73%	-96,238	\$123.85
Q4 2023	69,229,135	49,255	62,501,220	90.3%	\$24.54	0.94%	-467,870	-
2023	69,229,135	228,950	62,501,220	90.3%	\$24.54	2.77%	-283,408	-
2024*	69,461,816	232,681	62,516,420	90.0%	\$24.50	-0.16%	20,920	-
2025*	69,700,832	239,016	62,554,508	89.7%	\$24.67	0.72%	44,730	-
2026*	70,046,495	345,663	62,669,548	89.5%	\$24.82	0.58%	121,539	-
2027*	70,407,421	360,926	62,762,220	89.1%	\$24.98	0.65%	99,099	-
2028*	70,747,562	340,141	62,884,208	88.9%	\$25.13	0.58%	128,361	-

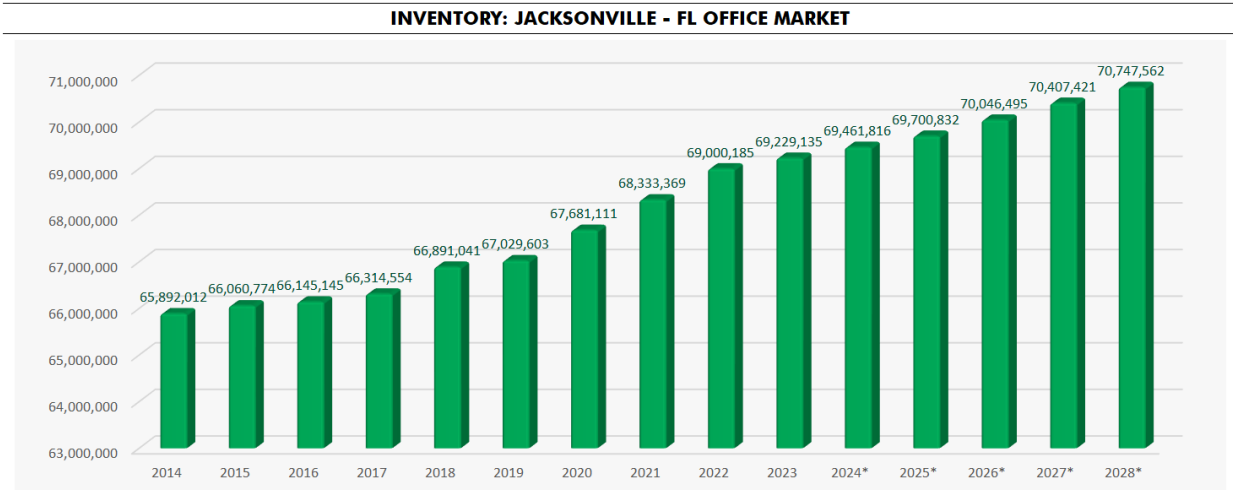
* Future Projected Data according to CoStar
Source: CoStar, 4th Quarter 2023

The Jacksonville - FL office market consists of approximately 69,229,135 square feet of office space. The following observations are noted from the table above:

- As of 4th Quarter 2023, there was approximately 62,501,220 square feet of occupied office space (including sublet space), resulting in an occupancy rate of 90.3% for the metro area. This reflects a decrease from the previous quarter's occupancy of 91.0%, and a decrease from an occupancy rate of 91.0% from last year.
- The area experienced negative 467,870 square feet of net absorption for the current quarter. This indicates a decline from the previous quarter's negative 96,238 square feet of net absorption, and a decline from the positive 833,379 square feet of net absorption from last year.
- The area had completions of positive 49,255 square feet for the current quarter, which indicates a decrease from the previous quarter's completions of positive 71,143 square feet, and indicates a decline from completions of positive 666,816 square feet from last year.

- The area achieved average asking rent of \$24.54 per square foot, which indicates an increase from the previous quarter’s asking rent of \$24.31 per square foot, and an increase from the asking rent of \$23.88 per square foot from last year.

Historical Inventory – Market

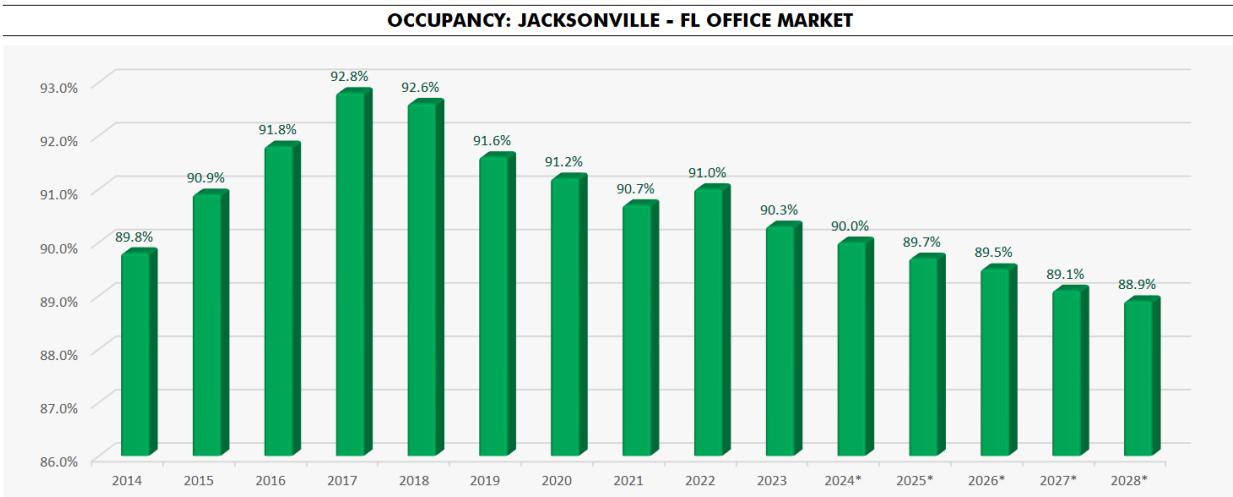


* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

Inventory is projected to be 69,229,135 square feet at the end of the current year, which represents an increase from the previous year’s inventory of 69,000,185 square feet. Inventory for next year is projected to be 69,461,816 square feet, reflecting an increase from the current year.

Historical Occupancy - Market

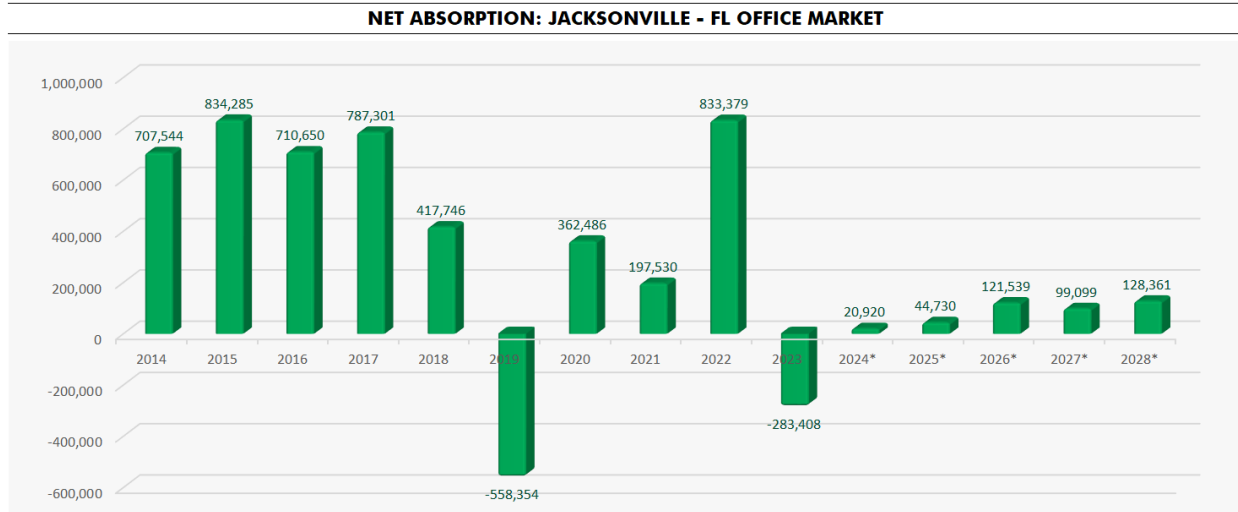


* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

At the end of the current year, the occupancy rate is projected to be 90.3%, which reflects a decrease from the 91.0% occupancy rate at the end of last year. Occupancy for next year is projected to be 90.0%, reflecting a decrease from the current year.

Historical Net Absorption - Market

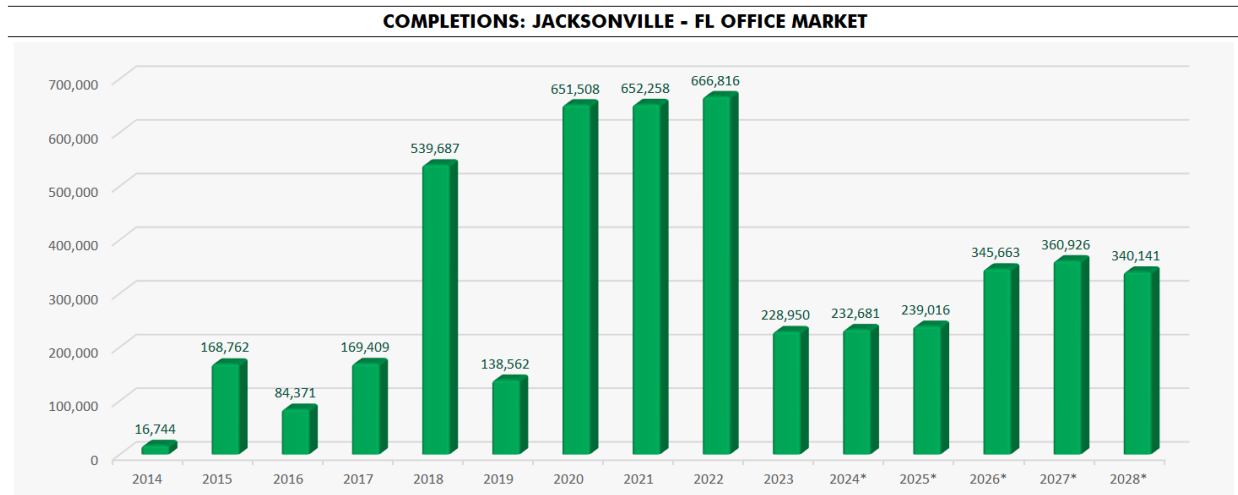


* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

At the end of the current year, the area is projected to experience negative 283,408 square feet of net absorption, which indicates a decline from the positive 833,379 square feet of net absorption for the previous year. The area is projected to experience positive 20,920 square feet of net absorption as of the end of next year, which indicates an improvement from the current year.

Historical Completions - Market

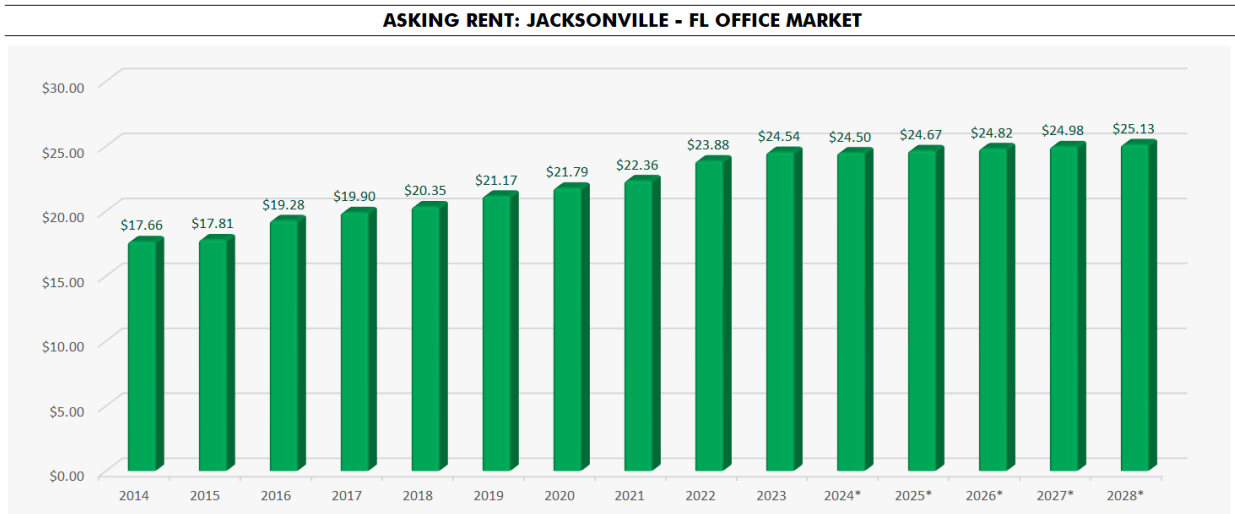


* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

The area is projected to achieve completions of positive 228,950 square feet for the current year, which indicates a decline from the previous year’s completions of positive 666,816 square feet. The area is projected to experience completions of positive 232,681 square feet as of the end of next year, which indicates an improvement from the current year.

Historical Asking Rent - Market



* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

The area is projected to achieve average asking rent of \$24.54 per square foot at the end of the current year, which indicates an increase from the previous year’s asking rent of \$23.88 per square foot. The area is projected to achieve asking rent of \$24.50 per square foot by the end of next year, indicating a small decrease from the current year.

SUBMARKET SNAPSHOT

The following table summarizes the supply of office square footage for each submarket within the Jacksonville - FL market as of 4th Quarter 2023.

SUBMARKET SNAPSHOT				
Submarket	Inventory (SF)	Completions* (SF)	Asking Rent (\$/SF Gross)	Occupancy
Arlington	1,866,462	0	\$23.03	89.4%
Baker County	140,971	0	\$20.89	96.3%
Beaches	3,906,426	46,999	\$32.03	94.7%
Butler/Baymeadows	10,535,241	126,396	\$23.71	85.1%
Downtown Northbank	13,735,139	157,589	\$23.84	90.3%
Downtown Southbank	3,232,209	0	\$24.16	85.8%
Mandarin	2,565,444	0	\$23.63	96.2%
Nassau County	1,418,880	0	\$25.04	97.6%
Northeast Jacksonville	829,216	0	\$25.41	96.3%
Northwest Jacksonville	1,244,499	0	\$22.18	98.7%
Orange Park/Clay County	3,784,693	9,764	\$23.35	94.0%
Riverside	3,062,343	0	\$21.95	94.6%
San Marco	1,855,554	0	\$24.10	96.6%
Southside	17,272,183	32,551	\$23.37	90.2%
St Johns County	3,730,620	77,540	\$28.37	96.8%

*Completions include trailing 4 quarters

Source: CoStar, 4th Quarter 2023

St Johns County Submarket

Important characteristics of the St Johns County office market are summarized below:

ST JOHNS COUNTY OFFICE SUBMARKET								
Year Ending	Inventory (SF)	Completions (SF)	Occupied Stock (SF)	Occupancy	Asking Rent (\$/SF Gross)	Asking Rent Change	Net Absorption (SF)	Transaction Price Per Area (SF)
2014	3,385,705	55,314	3,126,108	92.3%	\$20.19	4.00%	132,347	\$215.43
2015	3,304,398	-81,307	3,084,218	93.3%	\$20.27	0.40%	-41,890	\$194.43
2016	3,341,267	36,869	3,129,057	93.6%	\$21.66	6.89%	45,579	\$120.98
2017	3,341,267	0	3,198,220	95.7%	\$22.46	3.65%	69,163	\$91.47
2018	3,373,945	24,878	3,222,360	95.5%	\$22.01	-1.97%	24,140	\$159.93
2019	3,474,427	100,482	3,323,954	95.7%	\$23.06	4.73%	101,594	\$63.30
2020	3,504,303	29,876	3,359,151	95.9%	\$24.32	5.47%	35,197	\$197.54
2021	3,542,939	38,636	3,478,212	98.2%	\$25.37	4.32%	119,061	\$294.58
Q1 2022	3,542,939	0	3,505,462	98.9%	\$26.17	3.16%	27,250	\$181.67
Q2 2022	3,549,080	6,141	3,487,256	98.3%	\$27.00	3.18%	-18,206	\$224.81
Q3 2022	3,653,080	104,000	3,552,120	97.2%	\$27.44	1.64%	64,864	\$137.50
Q4 2022	3,669,820	16,740	3,534,830	96.3%	\$27.80	1.28%	-17,290	\$205.46
2022	3,669,820	126,881	3,534,830	96.3%	\$27.80	9.57%	56,618	\$205.46
Q1 2023	3,669,820	0	3,526,966	96.1%	\$27.98	0.68%	-7,864	\$306.11
Q2 2023	3,700,620	30,800	3,588,419	97.0%	\$28.13	0.51%	61,453	\$277.32
Q3 2023	3,730,620	30,000	3,613,003	96.8%	\$28.37	0.86%	24,584	\$150.47
Q4 2023	3,730,620	0	3,644,278	97.7%	\$28.66	1.02%	31,277	-
2023	3,730,620	60,800	3,644,278	97.7%	\$28.66	3.11%	109,450	-
2024*	3,793,622	63,002	3,705,213	97.7%	\$28.75	0.30%	61,452	-
2025*	3,858,773	65,151	3,749,182	97.2%	\$29.08	1.17%	44,555	-
2026*	3,954,545	95,772	3,829,623	96.8%	\$29.38	1.02%	81,005	-
2027*	4,054,200	99,655	3,921,249	96.7%	\$29.71	1.11%	92,195	-
2028*	4,148,678	94,478	4,015,033	96.8%	\$30.02	1.05%	94,334	-

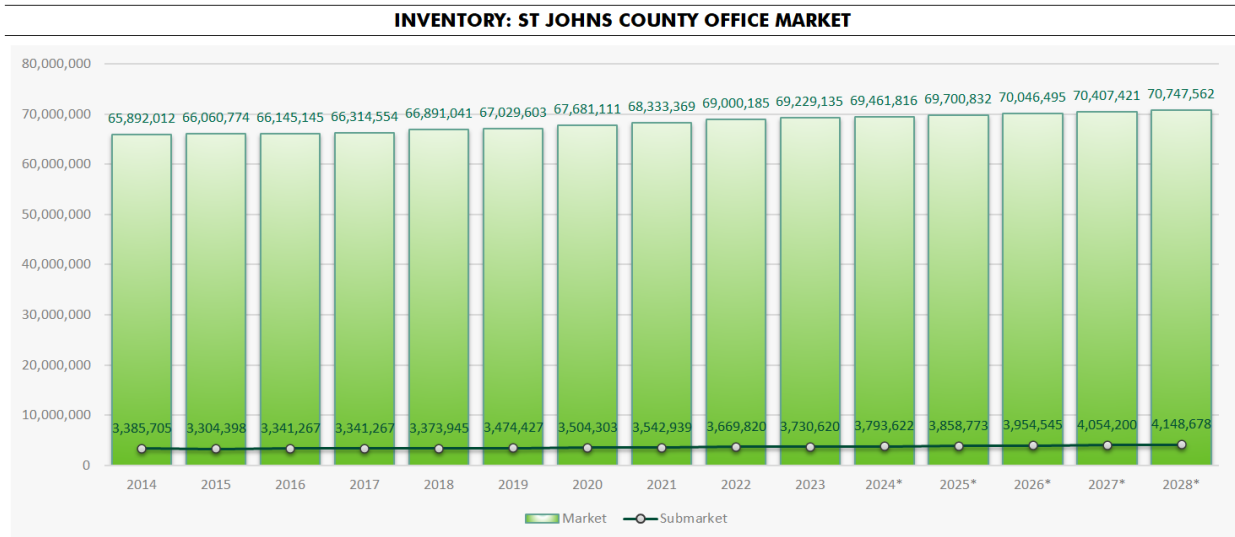
*Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

The St Johns County office submarket consists of approximately 3,730,620 square feet of office space. The current submarket inventory represents approximately 5.4% of the overall market inventory. The following observations were noted from the table above:

- As of 4th Quarter 2023, there was approximately 3,644,278 square feet of occupied office space (including sublet space), resulting in an occupancy rate of 97.7% for the submarket. This reflects an increase from the previous quarter's occupancy of 96.8%, and an increase from an occupancy rate of 96.3% from last year. The submarket occupancy is above the 90.3% market occupancy.
- The submarket experienced positive 31,277 square feet of net absorption for the current quarter. This indicates an improvement from the previous quarter's positive 24,584 square feet of net absorption, and a decline from the positive 56,618 square feet of net absorption from a year ago. Overall, the submarket has experienced positive 109,450 square feet of net absorption for the current year-to-date period. The submarket's current net absorption of positive 31,277 square feet compares favorably with the overall market net absorption of negative 467,870 square feet.
- The submarket had zero completions for the current quarter, which indicates a decrease from the previous quarter's completions of positive 30,000 square feet, and a decrease from the completions of positive 16,740 square feet from last year.
- The submarket achieved average asking rent of \$28.66 per square foot, which indicates an increase from the previous quarter's asking rent of \$28.37 per square foot, and an increase from the asking rent of \$27.80 per square foot from last year. The submarket's current asking rent of \$28.66 per square foot compares favorably with the overall market asking rent of \$24.54 per square foot.

Historical Inventory - Submarket

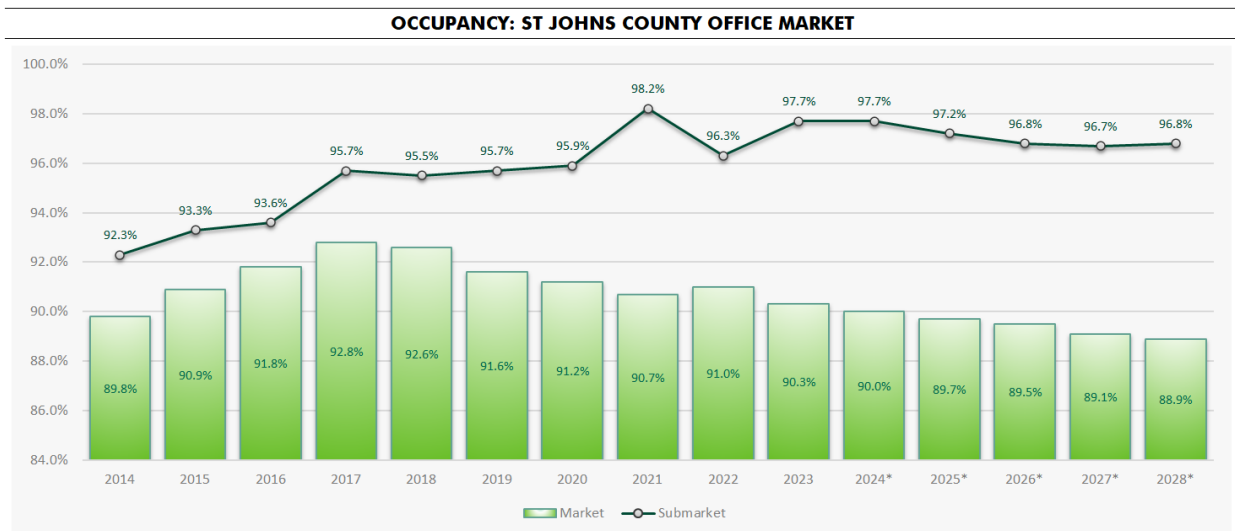


* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

Submarket Inventory is projected to be 3,730,620 square feet at the end of the current year, which represents a small increase from the previous year’s submarket inventory of 3,669,820 square feet. Inventory for next year is projected to be 3,793,622 square feet, reflecting a small increase from the current year.

Historical Occupancy - Submarket

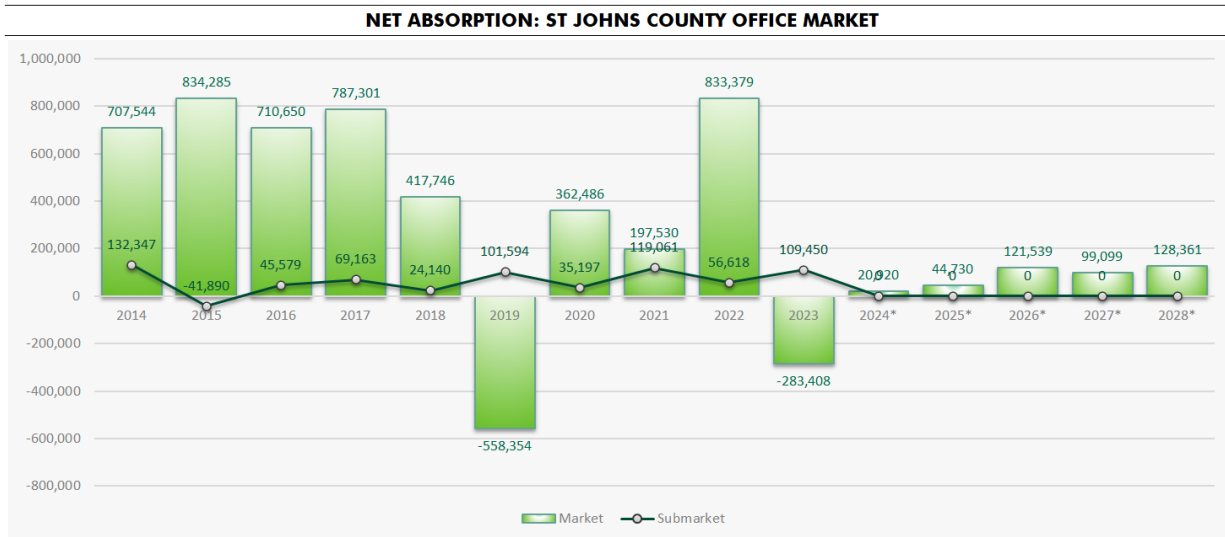


* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

Submarket occupancy is projected to be 97.7% at the end of the current year, which represents an increase from the previous year’s submarket occupancy of 96.3%. Submarket occupancy for next year is projected to be 97.7%, reflecting no change from the current year.

Historical Net Absorption - Submarket

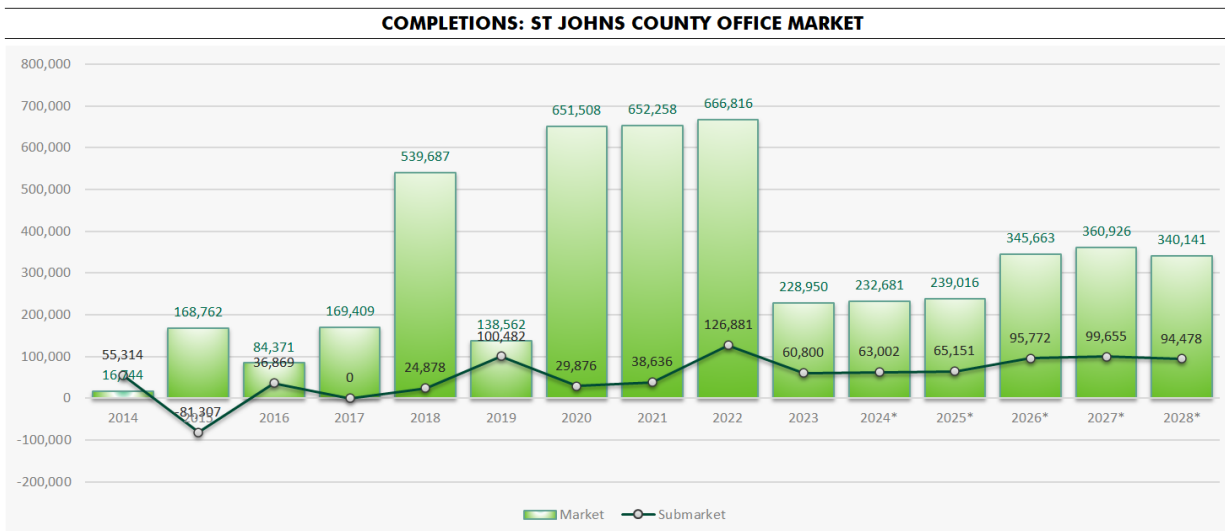


* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

Net absorption in the submarket is projected to be positive 109,450 square feet at the end of the current year, reflecting an improvement from the previous year’s net absorption of positive 56,618 square feet. Net absorption for next year is projected to be positive 61,452 square feet, indicating a decline from the current year.

Historical Completions - Submarket

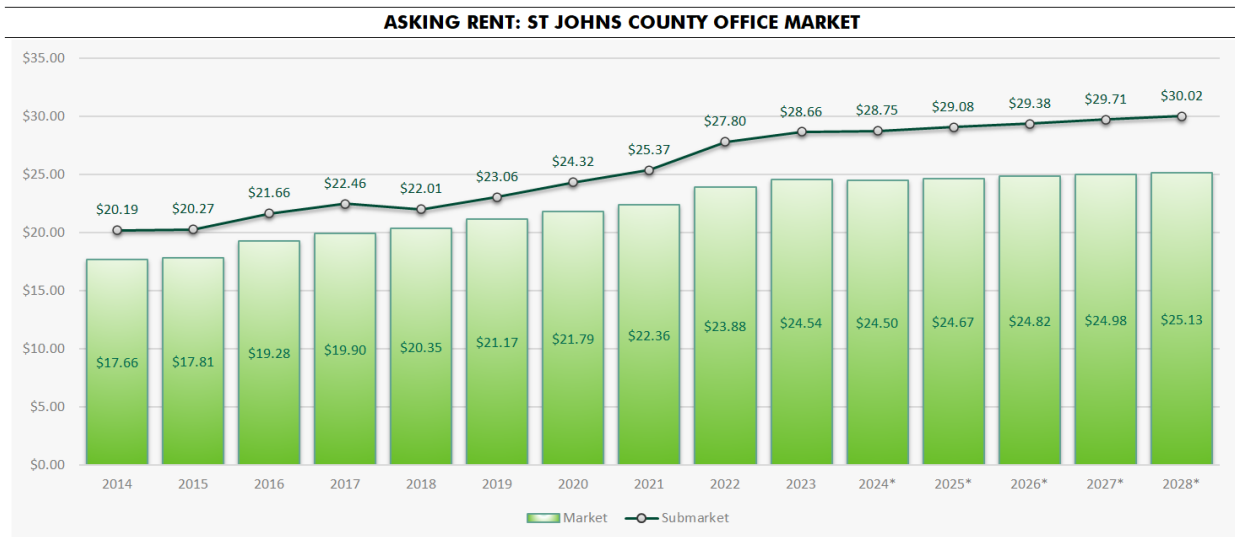


* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

The submarket is projected to achieve completions of positive 60,800 square feet at the end of the current year, which indicates a decline from the previous year’s completions of positive 126,881 square feet. The submarket is projecting completions of positive 63,002 square feet for next year, which indicates an improvement from the current year.

Historical Asking Rent - Submarket



* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

The submarket is projected to achieve average asking of \$28.66 per square foot at the end of the current year, which represents an increase from the previous year’s asking rent of \$27.80 per square foot. The submarket is projected to achieve average asking rent of \$28.75 per square foot, reflecting an increase from the current year.

METROPOLITAN JACKSONVILLE - FL RETAIL MARKET OVERVIEW

Recent Performance

The following table summarizes historical and projected performance for the overall metropolitan Jacksonville - FL retail market, as reported by CoStar.

JACKSONVILLE - FL RETAIL MARKET								
Year Ending	Inventory (SF)	Completions (SF)	Occupied Stock (SF)	Occupancy	Asking Rent (\$/SF NNN)	Asking Rent Change	Net Absorption (SF)	Transaction Price Per Area (SF)
2014	92,289,491	680,701	86,355,320	93.6%	\$14.99	1.58%	1,125,436	\$97.46
2015	92,877,845	588,354	87,657,440	94.4%	\$15.50	3.44%	1,302,117	\$180.42
2016	93,847,619	969,774	89,309,640	95.2%	\$16.04	3.45%	1,652,200	\$101.99
2017	95,293,351	1,427,660	91,003,792	95.5%	\$16.90	5.35%	1,676,576	\$161.49
2018	96,411,870	1,099,658	92,321,776	95.8%	\$17.67	4.60%	1,293,326	\$173.20
2019	97,437,936	1,026,066	93,187,808	95.6%	\$18.49	4.60%	867,030	\$202.88
2020	98,442,023	1,004,087	93,313,904	94.8%	\$19.27	4.25%	126,099	\$169.85
2021	99,451,222	1,009,199	95,311,536	95.8%	\$20.67	7.26%	1,998,071	\$199.57
Q1 2022	99,611,401	160,179	95,591,312	96.0%	\$21.18	2.48%	279,780	\$239.12
Q2 2022	99,603,107	-8,294	95,651,640	96.0%	\$21.70	2.44%	60,327	\$274.27
Q3 2022	99,745,297	142,190	96,074,248	96.3%	\$22.20	2.28%	422,610	\$317.53
Q4 2022	100,394,036	648,739	96,216,448	95.8%	\$22.70	2.29%	142,200	\$282.54
2022	100,394,036	942,814	96,216,448	95.8%	\$22.70	9.82%	904,917	\$282.54
Q1 2023	100,559,563	165,527	96,204,704	95.7%	\$23.27	2.50%	-11,746	\$217.12
Q2 2023	100,786,031	226,468	96,311,464	95.6%	\$24.02	3.20%	106,760	\$232.46
Q3 2023	100,974,747	188,716	96,620,288	95.7%	\$23.91	-0.42%	308,828	\$230.05
Q4 2023	101,010,119	35,372	96,718,056	95.8%	\$24.24	1.38%	97,764	-
2023	101,010,119	616,083	96,718,056	95.8%	\$24.24	6.79%	501,606	-
2024*	101,607,511	597,392	97,006,760	95.5%	\$25.25	4.15%	296,094	-
2025*	102,055,175	447,664	97,455,992	95.5%	\$26.06	3.20%	433,842	-
2026*	102,667,387	612,212	97,947,568	95.4%	\$26.71	2.51%	474,322	-
2027*	103,399,913	732,526	98,567,304	95.3%	\$27.32	2.28%	602,386	-
2028*	104,218,413	818,500	99,299,200	95.3%	\$27.90	2.12%	714,443	-

* Future Projected Data according to CoStar

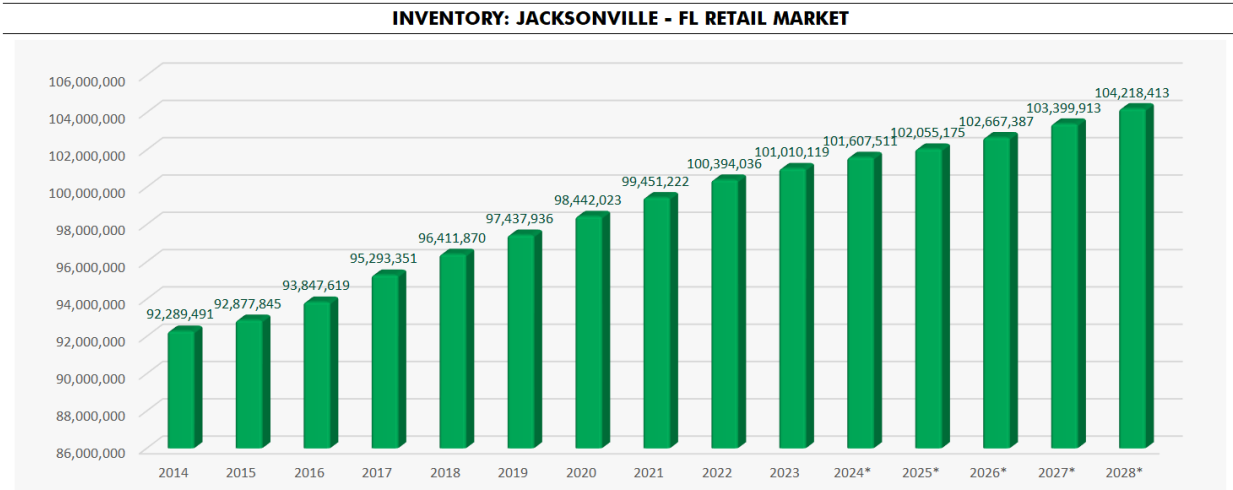
Source: CoStar, 4th Quarter 2023

The Jacksonville - FL retail market consists of approximately 101,010,119 square feet of retail space. The following observations are noted from the table above:

- As of 4th Quarter 2023, there was approximately 96,718,056 square feet of occupied retail space (including sublet space), resulting in an occupancy rate of 95.8% for the metro area. This reflects a small increase from the previous quarter's occupancy of 95.7%, and no change from an occupancy rate of 95.8% from last year.
- The area experienced positive 97,764 square feet of net absorption for the current quarter. This indicates a decline from the previous quarter's positive 308,828 square feet of net absorption, and a decline from the positive 904,917 square feet of net absorption from last year.
- The area had completions of positive 35,372 square feet for the current quarter, which indicates a decrease from the previous quarter's completions of positive 188,716 square feet, and indicates a decline from completions of positive 942,814 square feet from last year.

- The area achieved average asking rent of \$24.24 per square foot, which indicates an increase from the previous quarter’s asking rent of \$23.91 per square foot, and an increase from the asking rent of \$22.70 per square foot from last year.

Historical Inventory – Market

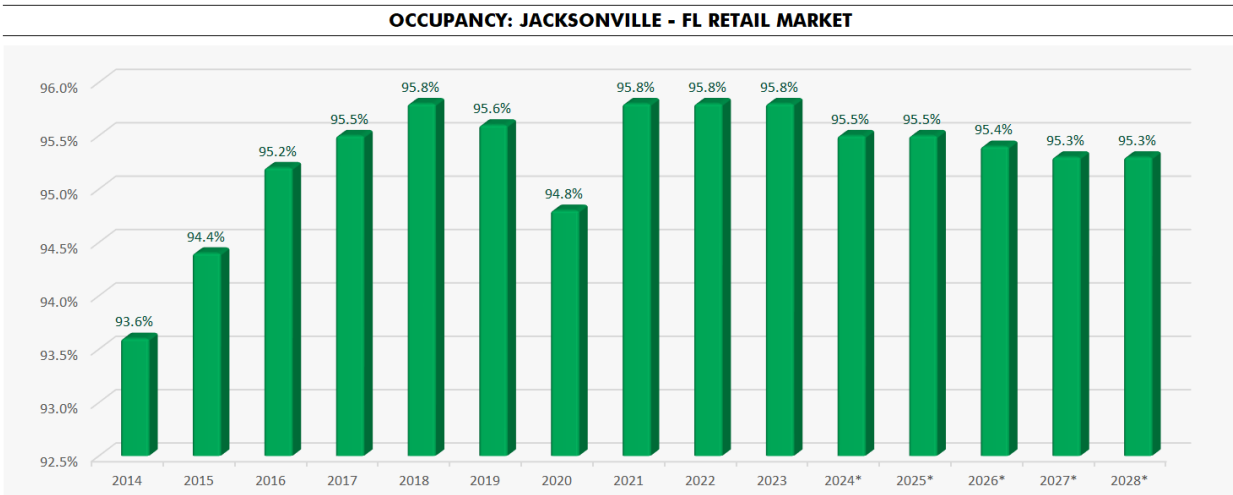


* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

Inventory is projected to be 101,010,119 square feet at the end of the current year, which represents an increase from the previous year’s inventory of 100,394,036 square feet. Inventory for next year is projected to be 101,607,511 square feet, reflecting an increase from the current year.

Historical Occupancy - Market

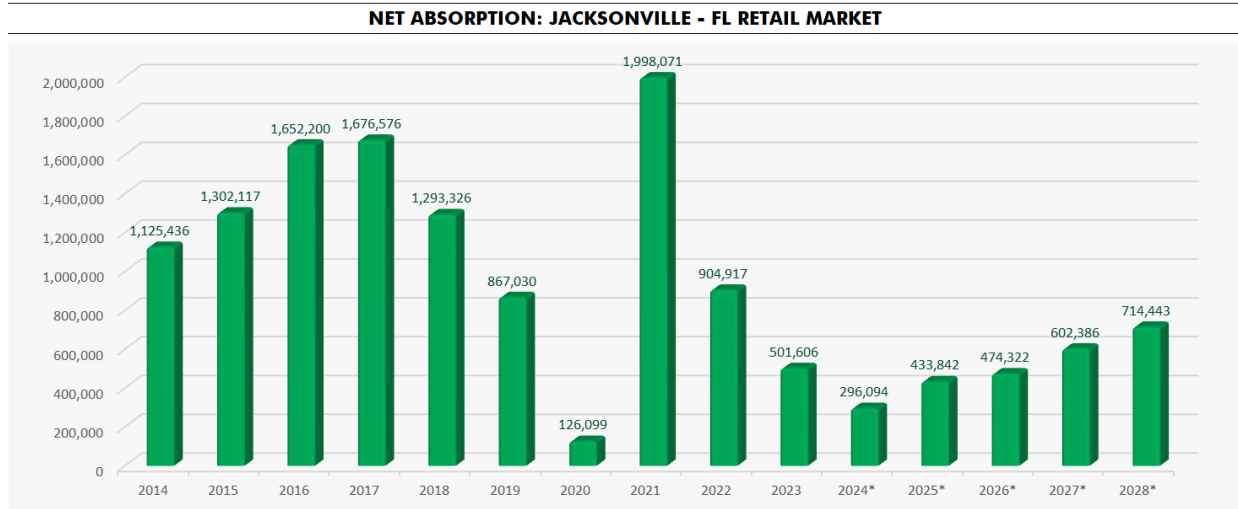


* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

At the end of the current year, the occupancy rate is projected to be 95.8%, which reflects no change from the 95.8% occupancy rate at the end of last year. Occupancy for next year is projected to be 95.5%, reflecting a decrease from the current year.

Historical Net Absorption - Market

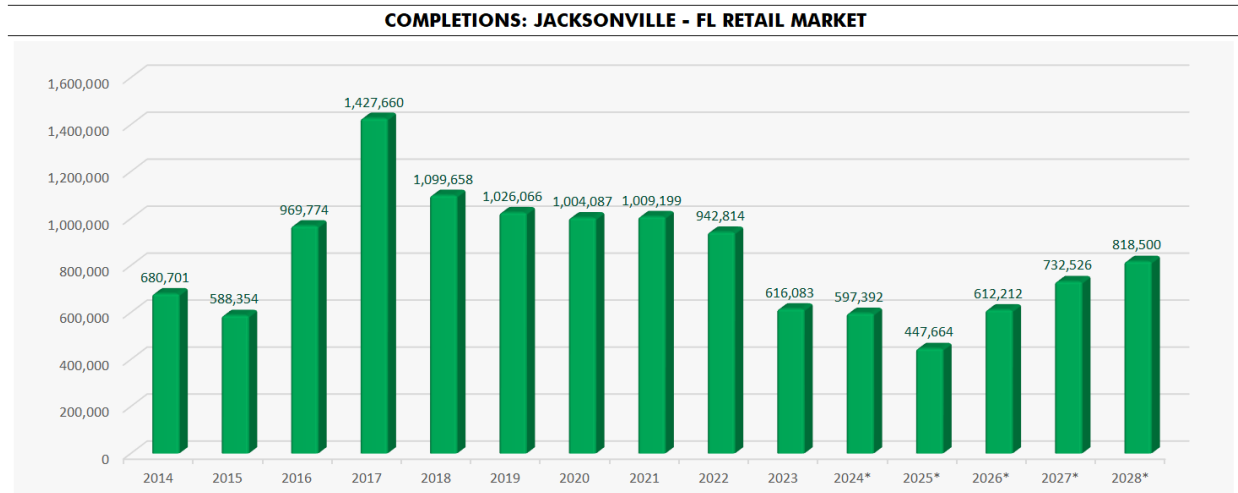


* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

At the end of the current year, the area is projected to experience positive 501,606 square feet of net absorption, which indicates a decline from the positive 904,917 square feet of net absorption for the previous year. The area is projected to experience positive 296,094 square feet of net absorption as of the end of next year, which indicates a decline from the current year.

Historical Completions - Market



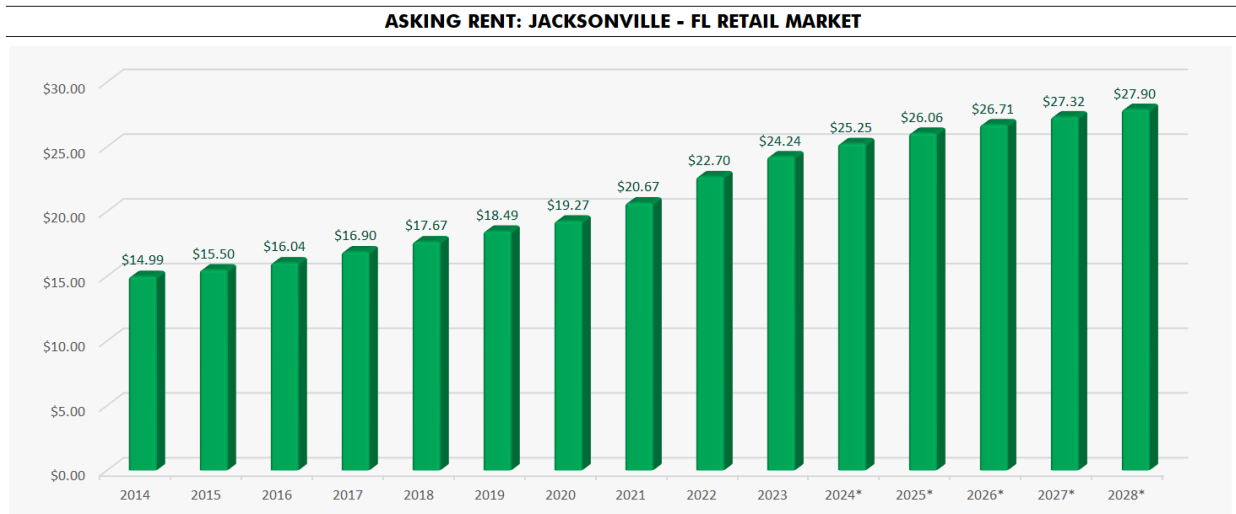
* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

The area is projected to achieve completions of positive 616,083 square feet for the current year, which indicates a decline from the previous year's completions of positive 942,814 square feet.

The area is projected to experience completions of positive 597,392 square feet as of the end of next year, which indicates a decline from the current year.

Historical Asking Rent - Market



* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

The area is projected to achieve average asking rent of \$24.24 per square foot at the end of the current year, which indicates an increase from the previous year’s asking rent of \$22.70 per square foot. The area is projected to achieve asking rent of \$25.25 per square foot by the end of next year, indicating an increase from the current year.

SUBMARKET SNAPSHOT

The following table summarizes the supply of retail square footage for each submarket within the Jacksonville - FL market as of 4th Quarter 2023.

SUBMARKET SNAPSHOT				
Submarket	Inventory (SF)	Completions* (SF)	Asking Rent (\$/SF NNN)	Occupancy
Arlington	7,727,600	50,705	\$18.34	92.5%
Baker County	1,372,447	0	\$17.94	99.6%
Beaches	5,328,817	23,242	\$30.33	96.7%
Butler/Baymeadows	5,651,733	49,819	\$33.44	93.5%
Downtown Northbank	4,400,081	2,966	\$15.73	95.3%
Downtown Southbank	715,093	58,946	\$25.45	96.8%
Mandarin	4,780,211	0	\$27.09	95.0%
Nassau County	6,176,952	23,943	\$22.88	97.3%
Northeast Jacksonville	3,938,486	131,647	\$24.24	94.5%
Northwest Jacksonville	4,680,649	28,396	\$15.69	94.6%
Orange Park/Clay County	10,981,540	41,754	\$23.83	93.7%
Riverside	13,788,988	59,565	\$22.79	96.6%
San Marco	3,038,610	2,500	\$20.67	95.7%
Southside	15,310,190	35,331	\$25.17	97.1%
St Johns County	13,056,478	720,636	\$26.43	96.9%

*Completions include trailing 4 quarters

Source: CoStar, 4th Quarter 2023

St Johns County Submarket

Important characteristics of the St Johns County retail market are summarized below:

ST JOHNS COUNTY RETAIL SUBMARKET								
Year Ending	Inventory (SF)	Completions (SF)	Occupied Stock (SF)	Occupancy	Asking Rent (\$/SF NNN)	Asking Rent Change	Net Absorption (SF)	Transaction Price Per Area (SF)
2014	9,512,490	100,142	9,156,840	96.3%	\$16.86	1.21%	178,662	\$84.91
2015	9,554,695	42,205	9,169,987	96.0%	\$17.40	3.19%	13,147	\$203.08
2016	9,784,857	230,162	9,470,159	96.8%	\$17.95	3.15%	300,172	\$246.15
2017	9,944,784	159,927	9,664,077	97.2%	\$18.79	4.67%	193,918	\$155.65
2018	10,518,220	570,436	10,218,074	97.1%	\$19.57	4.20%	550,997	\$264.61
2019	11,161,799	643,579	10,802,981	96.8%	\$20.41	4.29%	584,907	\$383.94
2020	11,515,760	353,961	11,021,351	95.7%	\$21.23	4.01%	218,370	\$182.57
2021	12,181,008	665,248	11,793,063	96.8%	\$22.79	7.33%	771,712	\$260.67
Q1 2022	12,267,238	86,230	11,957,585	97.5%	\$23.33	2.39%	164,522	\$393.37
Q2 2022	12,275,238	8,000	11,974,941	97.6%	\$23.92	2.50%	17,356	\$298.59
Q3 2022	12,335,842	60,604	12,098,519	98.1%	\$24.45	2.23%	123,578	\$460.72
Q4 2022	12,781,626	445,784	12,520,130	98.0%	\$24.98	2.17%	421,611	\$457.33
2022	12,781,626	600,618	12,520,130	98.0%	\$24.98	9.62%	727,067	\$457.33
Q1 2023	12,868,410	86,784	12,514,971	97.3%	\$25.67	2.77%	-5,159	\$352.69
Q2 2023	12,923,883	55,473	12,463,847	96.4%	\$26.47	3.12%	-51,124	\$359.61
Q3 2023	13,056,478	132,595	12,652,625	96.9%	\$26.43	-0.17%	188,778	\$432.49
Q4 2023	13,091,211	34,733	12,695,514	97.0%	\$26.79	1.36%	42,889	-
2023	13,091,211	309,585	12,695,514	97.0%	\$26.79	7.23%	175,384	-
2024*	13,398,670	307,459	12,962,669	96.7%	\$27.92	4.24%	268,227	-
2025*	13,484,826	86,156	13,065,543	96.9%	\$28.84	3.28%	100,640	-
2026*	13,584,696	99,870	13,151,608	96.8%	\$29.58	2.59%	83,491	-
2027*	13,703,011	118,315	13,257,492	96.7%	\$30.28	2.36%	103,392	-
2028*	13,834,146	131,135	13,379,450	96.7%	\$30.94	2.19%	119,447	-

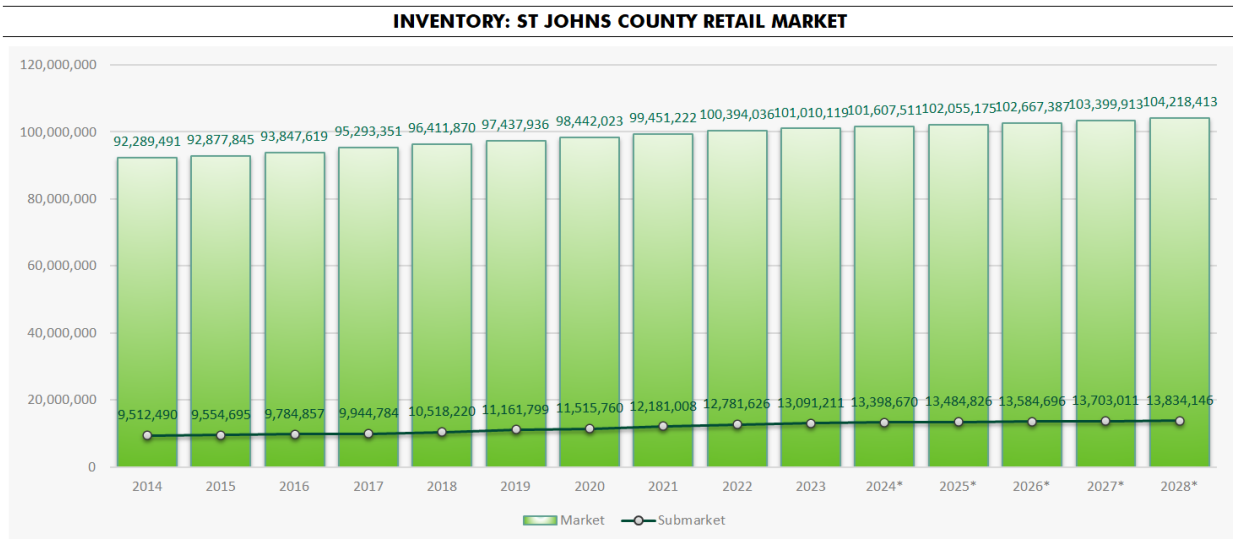
*Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

The St Johns County retail submarket consists of approximately 13,091,211 square feet of retail space. The current submarket inventory represents approximately 13.0% of the overall market inventory. The following observations were noted from the table above:

- As of 4th Quarter 2023, there was approximately 12,695,514 square feet of occupied retail space (including sublet space), resulting in an occupancy rate of 97.0% for the submarket. This reflects a small increase from the previous quarter's occupancy of 96.9%, and a decrease from an occupancy rate of 98.0% from last year. The submarket occupancy is above the 95.8% market occupancy.
- The submarket experienced positive 42,889 square feet of net absorption for the current quarter. This indicates a decline from the previous quarter's positive 188,778 square feet of net absorption, and a decline from the positive 727,067 square feet of net absorption from a year ago. Overall, the submarket has experienced positive 175,384 square feet of net absorption for the current year-to-date period. The submarket's current net absorption of positive 42,889 square feet is below the overall market net absorption of positive 97,764 square feet.
- The submarket had completions of positive 34,733 square feet for the current quarter, which indicates a decrease from the previous quarter's completions of positive 132,595 square feet, and a decrease from the completions of positive 445,784 square feet from last year.
- The submarket achieved average asking rent of \$26.79 per square foot, which indicates an increase from the previous quarter's asking rent of \$26.43 per square foot, and an increase from the asking rent of \$24.98 per square foot from last year. The submarket's current asking rent of \$26.79 per square foot compares favorably with the overall market asking rent of \$24.24 per square foot.

Historical Inventory - Submarket

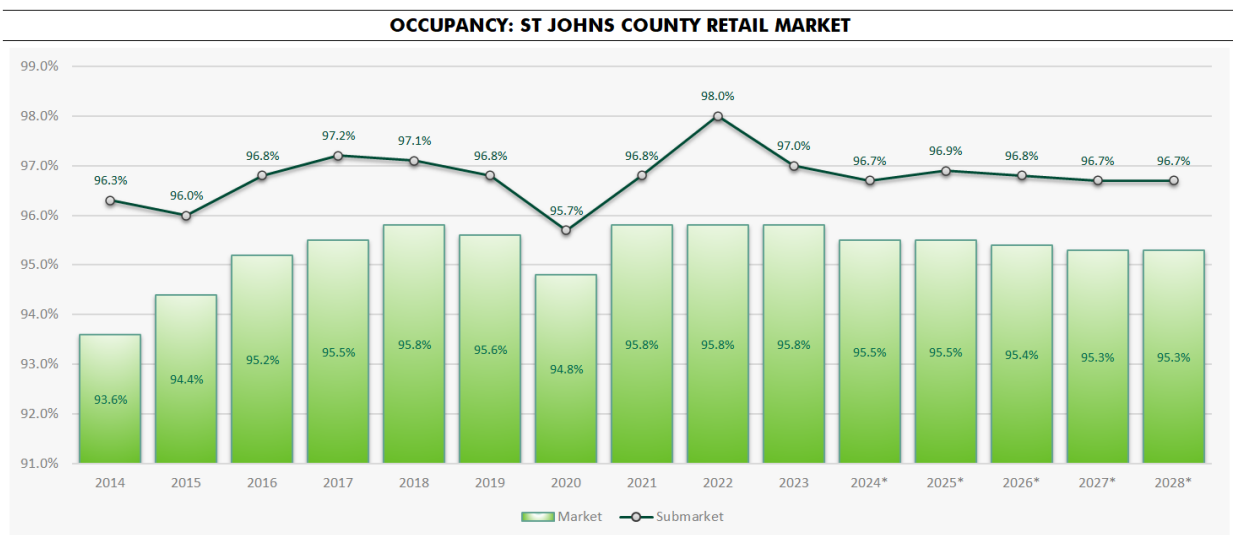


* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

Submarket Inventory is projected to be 13,091,211 square feet at the end of the current year, which represents a small increase from the previous year’s submarket inventory of 12,781,626 square feet. Inventory for next year is projected to be 13,398,670 square feet, reflecting a small increase from the current year.

Historical Occupancy - Submarket

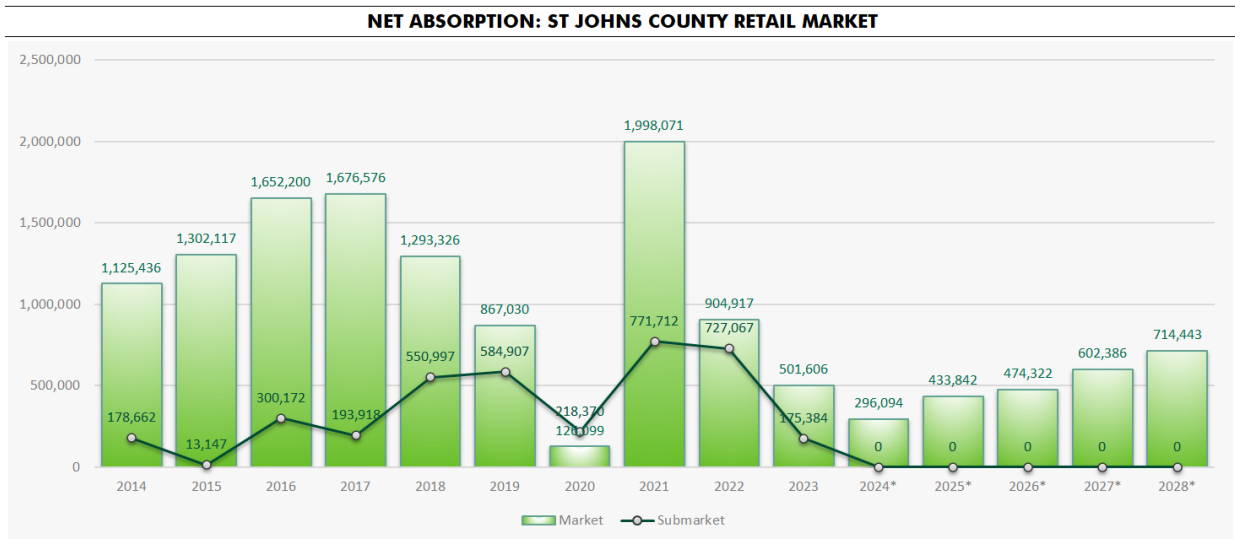


* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

Submarket occupancy is projected to be 97.0% at the end of the current year, which represents a decrease from the previous year’s submarket occupancy of 98.0%. Submarket occupancy for next year is projected to be 96.7%, reflecting a decrease from the current year.

Historical Net Absorption - Submarket

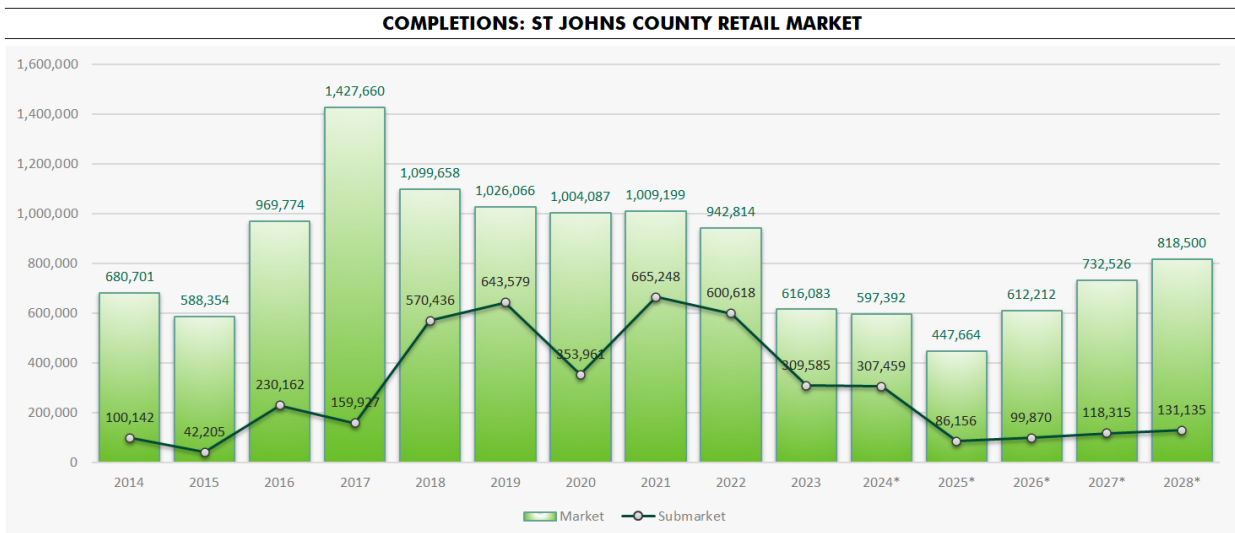


* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

Net absorption in the submarket is projected to be positive 175,384 square feet at the end of the current year, reflecting a decline from the previous year’s net absorption of positive 727,067 square feet. Net absorption for next year is projected to be positive 268,227 square feet, indicating an improvement from the current year.

Historical Completions - Submarket



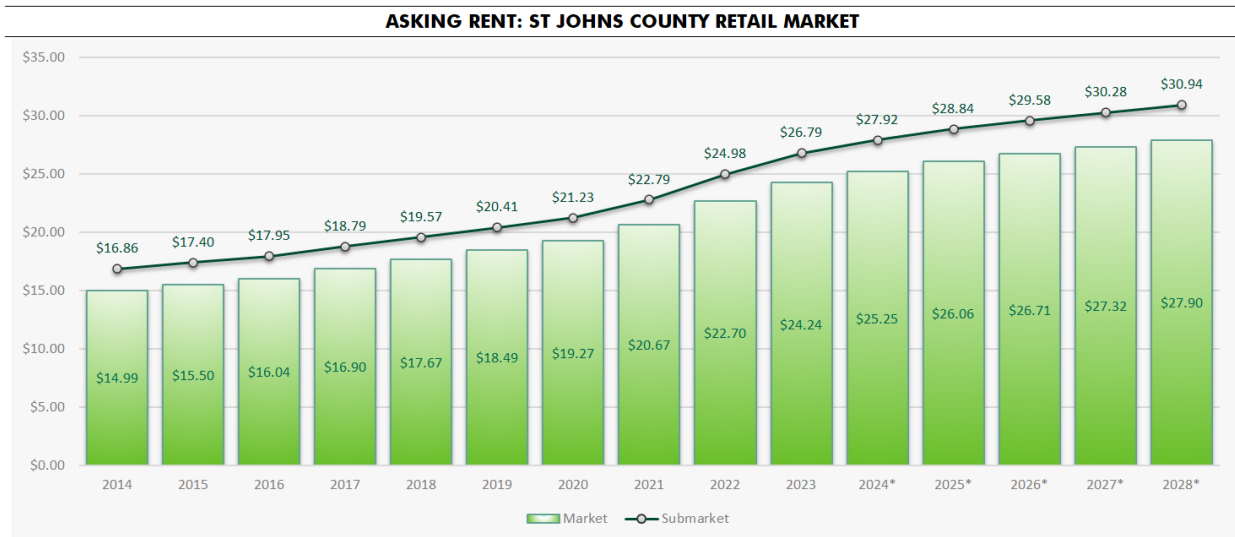
* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

The submarket is projected to achieve completions of positive 309,585 square feet at the end of the current year, which indicates a decline from the previous year’s completions of positive

600,618 square feet. The submarket is projecting completions of positive 307,459 square feet for next year, which indicates a decline from the current year.

Historical Asking Rent - Submarket



* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

The submarket is projected to achieve average asking of \$26.79 per square foot at the end of the current year, which represents an increase from the previous year’s asking rent of \$24.98 per square foot. The submarket is projected to achieve average asking rent of \$27.92 per square foot, reflecting an increase from the current year.

DEMOGRAPHIC ANALYSIS

Demand for retail properties is a direct function of demographic characteristics analyzed on the following pages.

Housing, Population and Household Formation

The following table illustrates the population and household changes for the subject neighborhood with primary focus on the 1-, 3- and 5-mile radius.

POPULATION AND HOUSEHOLD PROJECTIONS				
	1 Mile Radius	3 Mile Radius	5 Mile Radius	St. Johns County
Population				
2028 Total Population	2,501	20,057	53,309	350,731
2023 Total Population	1,665	14,821	43,053	311,014
2010 Total Population	746	6,500	18,889	190,039
2000 Total Population	38	684	2,643	123,135
<i>Annual Growth 2023 - 2028</i>	<i>8.48%</i>	<i>6.24%</i>	<i>4.37%</i>	<i>2.43%</i>
<i>Annual Growth 2010 - 2023</i>	<i>6.37%</i>	<i>6.55%</i>	<i>6.54%</i>	<i>3.86%</i>
<i>Annual Growth 2000 - 2010</i>	<i>34.68%</i>	<i>25.25%</i>	<i>21.73%</i>	<i>4.44%</i>
Households				
2028 Total Households	1,131	7,622	18,501	135,353
2023 Total Households	780	5,541	14,681	119,470
2010 Total Households	328	2,475	6,570	75,338
2000 Total Households	16	235	931	49,614
<i>Annual Growth 2023 - 2028</i>	<i>7.71%</i>	<i>6.59%</i>	<i>4.73%</i>	<i>2.53%</i>
<i>Annual Growth 2010 - 2023</i>	<i>6.89%</i>	<i>6.40%</i>	<i>6.38%</i>	<i>3.61%</i>
<i>Annual Growth 2000 - 2010</i>	<i>35.26%</i>	<i>26.55%</i>	<i>21.58%</i>	<i>4.27%</i>

Source: ESRI

As shown, the subject's neighborhood is experiencing significant positive increases in both population and households.

Income Distributions

Household income available for expenditure on consumer items is a primary factor in determining the retail supply and demand levels in a given market area. In the case of this study, a projection of household income identifies (in gross terms) the market from which the subject submarket draws. The following table illustrates estimated household income distribution for the subject neighborhood.

HOUSEHOLD INCOME DISTRIBUTION

Households by Income Distribution (2023)	1 Mile Radius	3 Mile Radius	5 Mile Radius	St. Johns County
<\$15,000	2.31%	2.11%	2.21%	4.59%
\$15,000 - \$24,999	1.15%	1.01%	1.12%	3.01%
\$25,000 - \$34,999	8.46%	4.69%	3.86%	4.50%
\$35,000 - \$49,999	8.85%	7.87%	6.90%	9.56%
\$50,000 - \$74,999	18.85%	19.38%	19.49%	16.95%
\$75,000 - \$99,999	11.92%	12.16%	13.06%	11.52%
\$100,000 - \$149,999	24.74%	22.56%	22.31%	18.69%
\$150,000 - \$199,999	15.00%	17.25%	17.96%	13.21%
\$200,000+	8.72%	12.96%	13.09%	17.97%

Source: ESRI

The following table illustrates the median and average household income levels for the subject neighborhood.

HOUSEHOLD INCOME LEVELS

Income	1 Mile Radius	3 Mile Radius	5 Mile Radius	St. Johns County
2023 Median Household Income	\$95,995	\$103,998	\$104,997	\$99,650
2023 Average Household Income	\$116,982	\$131,300	\$132,904	\$141,754
2023 Per Capita Income	\$54,071	\$48,804	\$45,318	\$54,484

Source: ESRI

COMPETITIVE PROPERTIES

Comparable properties were surveyed in order to identify the current occupancy within the competitive market. The comparable data is summarized in the following table:

SUMMARY OF COMPARABLE OFFICE RENTALS

Comp. No.	Name	Location	Occupancy
1	Gateway Commons	475 W. Town Place St. Augustine, FL	93%
2	Enterprise Building	101 E Town Place St. Augustine, FL	93%
3	DLP Building	405 Golfway Drive St. Augustine, FL	90%
4	World Golf Village	275, 335, 425, 455 S. Legacy Trail St Augustine, FL	100%
Subject	World Golf Foundation Properties	World Golf Village, St. Augustine, Florida	0%

Compiled by CBRE

The majority of comparable properties surveyed reported occupancy rates of 90% or better, and all are currently in average to good condition.

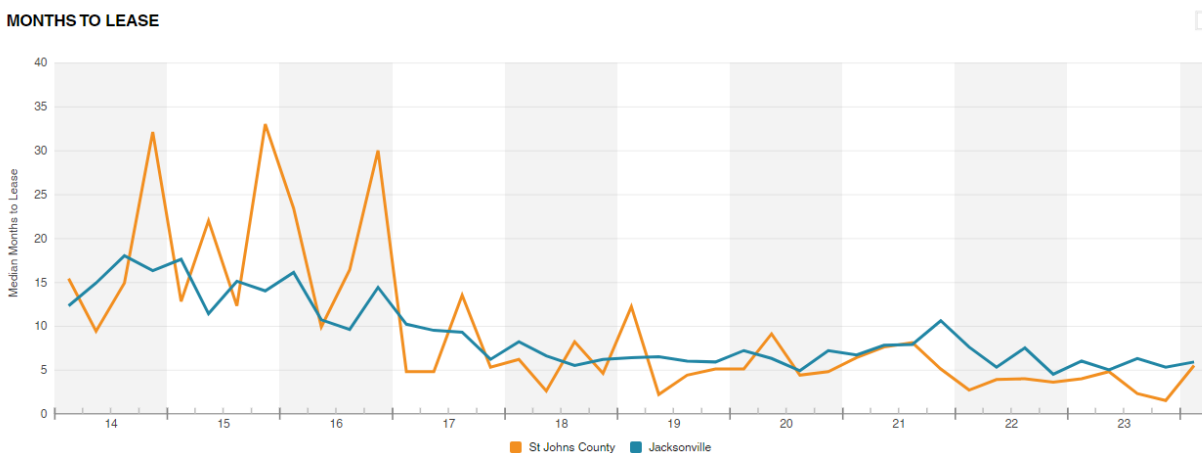
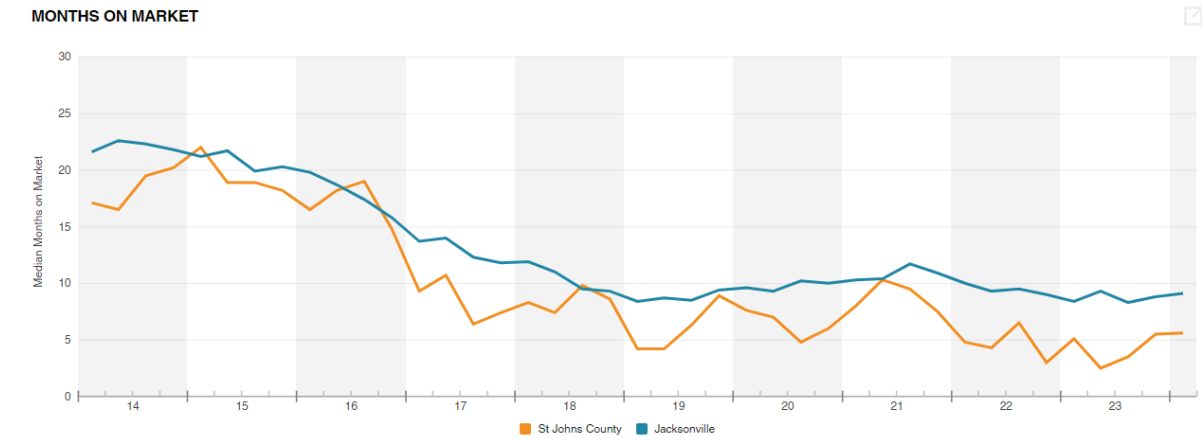
SUBJECT ANALYSIS

Tenant Analysis

The subject office building is currently occupied by PGA Productions. For the purposes of this appraisal we have assumed that PGA Productions will vacate the building.

Absorption

The following charts show the overall Jacksonville and the subject's St. Johns County office submarket months on market and months to lease:



The overall Jacksonville and St. Johns County submarket have current months on market of 9.1 and 5.6 months, respectively, with months to lease showing 5.9 months and 5.5 months. As discussed, we have assumed the office building to be fully vacant with 29,096 square feet of vacant space needing 27,641 square feet of space to be leased for our estimated 95% stabilized occupancy. Based on a 24-month absorption estimate would indicate 3,455 square feet of space leased per quarter, which appears reasonable based on recent leaseing within the market and

the quality of the subject space. Considering the amount of remaining space, we have estimated a lease-up period of 24 months.

Cost to Achieve Stabilized Operations

As the subject is assumed to be below a stabilized occupancy position, it requires a deduction for lease-up to stabilization. This analysis utilizes assumptions developed in the market analysis and income capitalization approach and will be deducted as a line item from each approach in order to render an “as is” value estimate.

LEASE UP DISCOUNT SCHEDULE												
Month	1	2	3	4	5	6	7	8	9	10	11	12
AS-STABILIZED												
Potential Rental Income	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617
Loss to Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Concessions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Rental Income	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617
Vacancy & Credit Loss (%)	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
Vacancy & Credit Loss (\$)	(\$3,637)	(\$3,637)	(\$3,637)	(\$3,637)	(\$3,637)	(\$3,637)	(\$3,637)	(\$3,637)	(\$3,637)	(\$3,637)	(\$3,637)	(\$3,637)
Net Rental Income	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Effective Gross Income	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980
Total Expenses	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)
Net Operating Income	\$33,356	\$33,356	\$33,356	\$33,356	\$33,356	\$33,356	\$33,356	\$33,356	\$33,356	\$33,356	\$33,356	\$33,356
AS-IS												
Potential Rental Income	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617
Loss to Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Concessions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Rental Income	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617
Vacancy & Credit Loss (%)	100.0%	96.0%	92.1%	88.1%	84.2%	80.2%	76.3%	72.3%	68.3%	64.4%	60.4%	56.5%
Vacancy & Credit Loss (\$)	(\$60,617)	(\$58,217)	(\$55,818)	(\$53,418)	(\$51,019)	(\$48,620)	(\$46,220)	(\$43,821)	(\$41,421)	(\$39,022)	(\$36,623)	(\$34,223)
Net Rental Income	\$0	\$2,399	\$4,799	\$7,198	\$9,598	\$11,997	\$14,396	\$16,796	\$19,195	\$21,595	\$23,994	\$26,394
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Effective Gross Income	\$0	\$2,399	\$4,799	\$7,198	\$9,598	\$11,997	\$14,396	\$16,796	\$19,195	\$21,595	\$23,994	\$26,394
Total Expenses (0% Variable)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)
Net Operating Income	(\$23,624)	(\$21,224)	(\$18,825)	(\$16,425)	(\$14,026)	(\$11,627)	(\$9,227)	(\$6,828)	(\$4,428)	(\$2,029)	\$370	\$2,770
NOI Differential	\$56,980	\$54,580	\$52,181	\$49,781	\$47,382	\$44,983	\$42,583	\$40,184	\$37,784	\$35,385	\$32,986	\$30,586
Tenant Improvements	\$28,793	\$28,793	\$28,793	\$28,793	\$28,793	\$28,793	\$28,793	\$28,793	\$28,793	\$28,793	\$28,793	\$28,793
Leasing Commissions	\$9,093	\$9,093	\$9,093	\$9,093	\$9,093	\$9,093	\$9,093	\$9,093	\$9,093	\$9,093	\$9,093	\$9,093
Sub-Total	\$94,866	\$92,466	\$90,067	\$87,667	\$85,268	\$82,869	\$80,469	\$78,070	\$75,670	\$73,271	\$70,872	\$68,472
Plus: Profit @ 5.00%	\$4,743	\$4,623	\$4,503	\$4,383	\$4,263	\$4,143	\$4,023	\$3,903	\$3,784	\$3,664	\$3,544	\$3,424
Total Lease-Up Cost	\$99,609	\$97,090	\$94,570	\$92,051	\$89,531	\$87,012	\$84,493	\$81,973	\$79,454	\$76,935	\$74,415	\$71,896
Discounted @ 9.50%	\$98,827	\$95,570	\$92,359	\$89,193	\$86,070	\$82,991	\$79,955	\$76,962	\$74,011	\$71,101	\$68,232	\$65,405

Indicated Lease-Up Discount	\$1,559,147
Rounded	\$1,559,000
Compiled by CBRE	

LEASE UP DISCOUNT SCHEDULE, Cont'd.											
13	14	15	16	17	18	19	20	21	22	23	24
\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617
6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
(\$3,637)	(\$3,637)	(\$3,637)	(\$3,637)	(\$3,637)	(\$3,637)	(\$3,637)	(\$3,637)	(\$3,637)	(\$3,637)	(\$3,637)	(\$3,637)
\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980	\$56,980
(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)
\$33,356	\$33,356	\$33,356	\$33,356	\$33,356	\$33,356	\$33,356	\$33,356	\$33,356	\$33,356	\$33,356	\$33,356
\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617	\$60,617
52.5%	48.5%	44.6%	40.6%	36.7%	32.7%	28.8%	24.8%	20.8%	16.9%	12.9%	9.0%
(\$31,824)	(\$29,424)	(\$27,025)	(\$24,626)	(\$22,226)	(\$19,827)	(\$17,427)	(\$15,028)	(\$12,628)	(\$10,229)	(\$7,830)	(\$5,430)
\$28,793	\$31,192	\$33,592	\$35,991	\$38,391	\$40,790	\$43,189	\$45,589	\$47,988	\$50,388	\$52,787	\$55,186
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$28,793	\$31,192	\$33,592	\$35,991	\$38,391	\$40,790	\$43,189	\$45,589	\$47,988	\$50,388	\$52,787	\$55,186
(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)	(\$23,624)
\$5,169	\$7,569	\$9,968	\$12,367	\$14,767	\$17,166	\$19,566	\$21,965	\$24,364	\$26,764	\$29,163	\$31,563
\$28,187	\$25,787	\$23,388	\$20,989	\$18,589	\$16,190	\$13,790	\$11,391	\$8,991	\$6,592	\$4,193	\$1,793
\$28,793	\$28,793	\$28,793	\$28,793	\$28,793	\$28,793	\$28,793	\$28,793	\$28,793	\$28,793	\$28,793	\$28,793
\$9,093	\$9,093	\$9,093	\$9,093	\$9,093	\$9,093	\$9,093	\$9,093	\$9,093	\$9,093	\$9,093	\$9,093
\$66,073	\$63,673	\$61,274	\$58,875	\$56,475	\$54,076	\$51,676	\$49,277	\$46,877	\$44,478	\$42,079	\$39,679
\$3,304	\$3,184	\$3,064	\$2,944	\$2,824	\$2,704	\$2,584	\$2,464	\$2,344	\$2,224	\$2,104	\$1,984
\$69,376	\$66,857	\$64,338	\$61,818	\$59,299	\$56,779	\$54,260	\$51,741	\$49,221	\$46,702	\$44,183	\$41,663
\$62,617	\$59,869	\$57,160	\$54,491	\$51,859	\$49,266	\$46,710	\$44,192	\$41,710	\$39,264	\$36,854	\$34,480

Occupancy

Based on the foregoing analysis, CBRE, Inc.'s conclusion of stabilized occupancy for the subject is illustrated in the following table. This estimate considers both the physical and economic factors of the market.

OCCUPANCY CONCLUSIONS	
Jacksonville - FL Market	90.3%
St Johns County Submarket	97.7%
Rent Comparables	93.6%
Subject's Stabilized Occupancy	95.0%
Lease-up Period	24 Months
Compiled by CBRE	

The overall Jacksonville market currently shows an occupancy of 90.3% with the St. Johns County submarket showing an occupancy of 97.7%. Based on the subject's secondary location within the St. Johns County Market, we have concluded on a stabilized occupancy for the subject office building at 95.0%.

CONCLUSION

With respect to the subject property in particular, we believe the subject is reasonably well located within the World Golf Village. The vacant commercial land parcels are considered adequate in terms of size and utility. The subject property has four vacant land parcels which could be utilized for a commercial/office uses and an office building. There is no unusable, excess or surplus land area. However, based on the fair overall frontage and accessibility within the World Golf Village. The subject would be considered less marketable than other competitive properties.

Highest and Best Use – Pad Sites

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

Legal permissibility;
Physical possibility;
Financial feasibility; and
Maximum productivity.

The highest and best use analysis of the subject is discussed below.

AS VACANT

Legal Permissibility

The legally permissible uses were discussed in the Site Analysis and Zoning Sections.

Physical Possibility

The Pad Sites are adequately served by utilities, and have adequate shape and size, sufficient access, etc., to be a separately developable site. There are no known physical reasons why the sites would not support any legally probable development (i.e. it appears adequate for development).

Existing structures on similar sites provides additional evidence for the physical possibility of development.

Financial Feasibility

Potential uses of the site include commercial and office uses. The determination of financial feasibility is dependent primarily on the relationship of supply and demand for the legally probable land uses versus the cost to create the uses. As discussed in the market analysis, the subject retail market is generally stabilized. Development of new retail properties has occurred in the past few years. Further, within the subject market, there are proposed or under construction retail projects in the competitive market.

Development of a build-to-suit structure for a specific tenant/owner is also considered financially feasible.

Maximum Productivity - Conclusion

The final test of highest and best use of the site as if vacant is that the use be maximally productive, yielding the highest return to the land.

Based on the information presented above and upon information contained in the market and neighborhood analysis, we conclude that the highest and best use of the subject as if vacant would be the development of a commercial property. More specifically, the subject would be developed at a density which is typical of similar projects in this market. Our analysis of the

subject and its respective market characteristics indicate the most likely buyer, as if vacant, would be an investor (land speculation) or a developer.

Highest and Best Use – Office Site

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

Legal permissibility;
Physical possibility;
Financial feasibility; and
Maximum productivity.

The highest and best use analysis of the subject is discussed below.

AS VACANT

Legal Permissibility

The legally permissible uses were discussed in the Site Analysis and Zoning Sections.

Physical Possibility

The Office Site is adequately served by utilities, and has adequate shape and size, sufficient access, etc., to be a separately developable site. There are no known physical reasons why the site would not support any legally probable development (i.e. it appears adequate for development).

Existing structures on similar sites provides additional evidence for the physical possibility of development.

Financial Feasibility

Potential uses of the site include commercial and office uses. The determination of financial feasibility is dependent primarily on the relationship of supply and demand for the legally probable land uses versus the cost to create the uses. As discussed in the market analysis, the subject retail market is generally stabilized. Development of new retail properties has occurred in the past few years. Further, within the subject market, there are proposed or under construction retail projects in the competitive market.

Development of a build-to-suit structure for a specific tenant/owner is also considered financially feasible.

Maximum Productivity - Conclusion

The final test of highest and best use of the site as if vacant is that the use be maximally productive, yielding the highest return to the land.

Based on the information presented above and upon information contained in the market and neighborhood analysis, we conclude that the highest and best use of the subject as if vacant would be the development of a commercial property. More specifically, the subject would be developed at a density which is typical of similar projects in this market. Our analysis of the

subject and its respective market characteristics indicate the most likely buyer, as if vacant, would be an investor (land speculation) or a developer.

AS IMPROVED

Legal Permissibility

The site has been improved with an office development that is a legal, conforming use.

Physical Possibility

The layout and positioning of the improvements are considered functional for office use. While it would be physically possible for a wide variety of uses, based on the legal restrictions and the design of the improvements, the continued use of the property for office users would be the most functional use.

Financial Feasibility

The financial feasibility of an office property is based on the amount of rent which can be generated, less operating expenses required to generate that income; if a residual amount exists, then the land is being put to a productive use. Based upon the income capitalization approach conclusion, the subject is producing a positive net cash flow and continued utilization of the improvements for office purposes is considered financially feasible. Further, the value of the subject property as improved clearly exceeds the underlying land value.

Maximum Productivity - Conclusion

As shown in the applicable valuation sections, buildings that are similar to the subject have been acquired or continue to be used by office owners/tenants. None of the comparable buildings have been acquired for conversion to an alternative use. The most likely buyer for the subject property is Investor.

Based on the foregoing, the highest and best use of the property, as improved, is consistent with the existing use as an office development.

Highest and Best Use – Common Areas

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legally permissible;
- physically possible;
- financially feasible; and
- maximally productive.

The highest and best use analysis of the subject is discussed below.

AS VACANT

Physical Possibility

The common areas site is adequately served by utilities, and has an adequate shape and size, sufficient access, etc., to be a separately developable site. There are no other known physical reasons why the subject site would not support any legally probable development (i.e. it appears adequate for development).

Existing structures on similar sites provides additional evidence for the physical possibility of development.

Legal Permissibility

The common areas of the subject are maintained and utilized by the World Golf Village POA. As the World Golf Village POA is comprised of multiple board members (World Golf Foundation, Atrium Hospitality and American Commercial Realty) it is assumed that no portions of the common area can be legally redeveloped or sold off.

Financial Feasibility

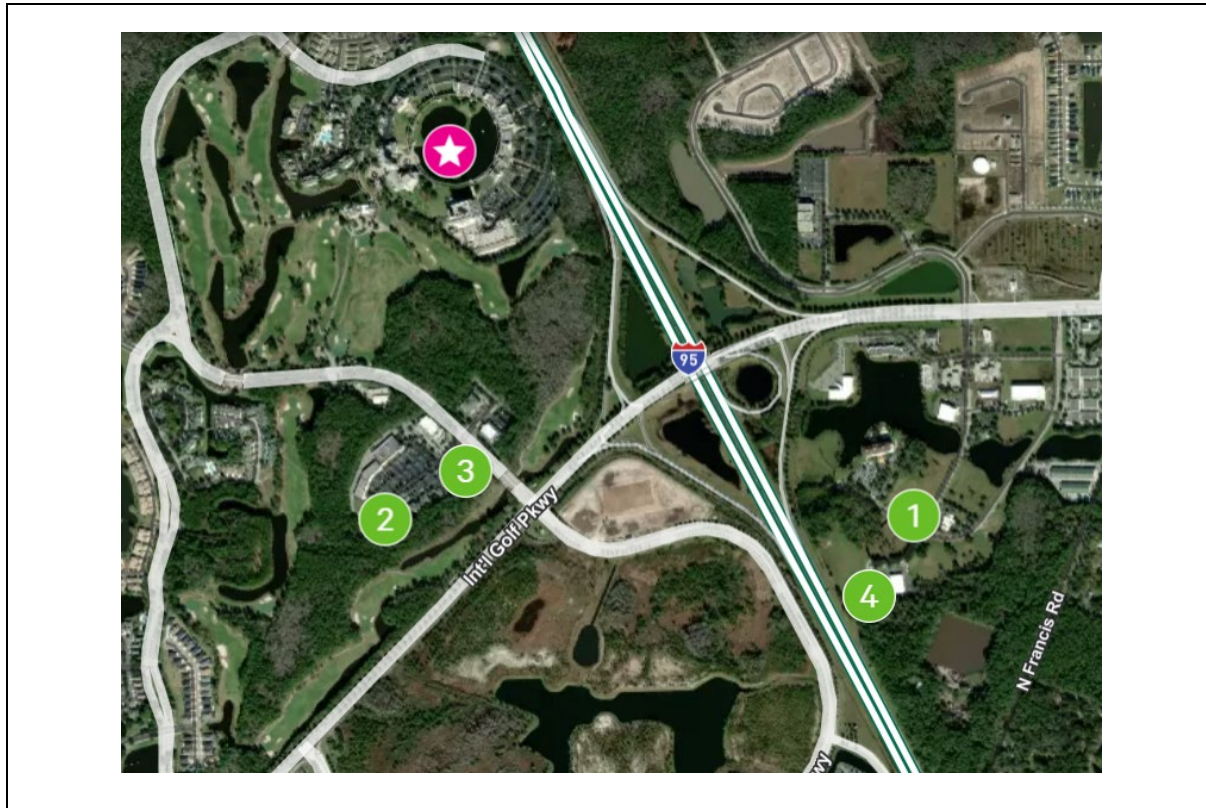
As it is assumed that redevelopment of the common areas is not legally permissible, the potential use of the site is only for continued use as shared common areas. Therefore, there is no financial demand for the site.

Maximum Productivity - Conclusion

Based on the information presented above we conclude that the highest and best use of the subject as if vacant would be the common area use in association with the surrounding development.

Land Value – Pad Sites

The following map and table summarize the comparable data used in the valuation of the subject site. A detailed description of each transaction is included in the addenda.



SUMMARY OF COMPARABLE LAND SALES										
No.	Property Location	Transaction Type	Transaction Date	Interest Transferred	Proposed Use	Actual Sale Price	Adjusted Sale Price ¹	Size (Acres)	Size (SF)	Price Per SF
1	Vacant Commercial Land Commerce Lake Drive St. Augustine, FL 32092	Sale	Nov-23	Fee Simple/Freehold	Caliber Colision	\$1,000,000	\$1,000,000	2.18	95,000	\$10.53
2	WGV Site 327 West Town Place St. Augustine, FL 32092	Sale	Oct-23	Fee Simple/Freehold	Veterinary Office	\$587,500	\$587,500	0.99	43,124	\$13.62
3	Vacant Commercial Land West Town Place St. Augustine, FL 32092	Sale	May-22	Fee Simple/Freehold	Medical Office	\$865,000	\$865,000	1.43	62,291	\$13.89
4	Vacant Commercial Land - World Golf Village Center Place Way St. Augustine, FL 32095	Sale	Apr-22	Fee Simple/Freehold	Unknown	\$1,602,575	\$1,602,575	2.83	123,275	\$13.00
Subject	World Golf Village St. Augustine, FL 32092	---	---	---	---	---	---	---	---	---

¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)
Compiled by CBRE

The sales utilized represent the best data available for comparison with the subject and were selected from the subject’s immediate neighborhood.

DISCUSSION/ANALYSIS OF LAND SALES

Land Sale One

This comparable represents 2.1809 net-acres along Commerce Lake Drive. The site's shape is irregular and its topography is described as level, at street grade. The parcel exhibits frontage along Commerce Lake Drive and Center Place Way. The property use at the time of sale was indicated as vacant land. The site is zoned PUD, Planned Unit Development. All utilities were available to the site. The property sold in November 2023 for \$1,000,000, \$458,526 per acre or \$10.53 per square foot. The site previously sold in June 2022 for the development of a hotel. The site was then placed back on the market leading to the current sale in November 2023 for \$1,000,000. The site was purchased for the development of a 15,900 square foot Caliber Collision. The site includes a culvert along the western portion of the site which is considered unusable. The net site area was determined by St. Johns County Property Appraiser GIS mapping. The site benefits from off-site retention.

Land Sale Two

This comparable represents 0.99 acres at 327 West Town Place. The site's shape is rectangular and its topography is described as generally level. The parcel exhibits frontage along W. Town Place. The property use at the time of sale was indicated as vacant. The site is zoned PUD (Planned Unit Development), and the proposed use was reported as veterinary office. All utilities were available to the site. The property sold in October 2023 for \$587,500, \$593,434 per acre, or \$13.62 per square foot. This is the sale of a vacant commercial site within World Golf Village. The site was sold including 5,000 square feet of development rights and impact fee credits in place. According to the selling broker the sale was contingent on approval for veterinary office use. The site benefits from off-site retention.

Land Sale Three

This comparable represents 1.43 acres along West Town Place. The site's shape is rectangular and its topography is described as level, at street grade. The parcel exhibits frontage along West Town Place. The property use at the time of sale was indicated as vacant land. The site is zoned PUD (Planned Unit Development), and the proposed use was reported as medical office. All public utilities were available to the site. The property sold in May 2022 for \$865,000, \$604,895 per acre or \$13.89. The property will benefit from off-site stormwater retention. The site previously sold for \$640,000 in March 2020 with a daycare as the proposed use.

Land Sale Four

This comparable represents 2.83 acres along Center Place Way. The site's shape is irregular and its topography is described as generally level. The parcel exhibits frontage along Center Place Way and Interstate 95. The property use at the time of sale was indicated as vacant. The site is zoned PUD (Planned Unit Development), and the proposed use was unknown based on discussions with the confirmation source. All utilities were available to the site. The property sold in April 2022 for \$1,602,575, or \$566,281 per acre. The site benefits from off-site retention

and Interstate 95 frontage. The exact plans for the site were unavailable but entitlements were in place for either office, retail, or industrial uses.

Property Rights Conveyed

The sales were all the transfers of the Fee Simple Interest and no adjustments were required

Financing Terms

No adjustments for abnormal financing terms were warranted.

Conditions of Sale

The sales were all reported to be arm’s length transactions and no adjustments were warranted for this factor.

Market Conditions

Comparable 2 and Comparable 3 are very similar sales located within the same development. There was minimal change in sales price per square foot between May 2022 and October 2023. We have made no adjustments for market conditions.

Size

The sales have been adjusted based on their respective sizes based on economies of scale regarding parcel size.

Frontage/Accessibility

As discussed, the subject pad sites are rated fair for frontage/accessibility. As a check of reasonableness for an adjustment we have analyzed rental rates from commercial centers located along the International Golf Parkway corridor and from within the commercial portion of World Golf Village which is as follows:

Frontage/Accessibility		
Location	Development	Average Asking Rental Rate
International Golf Pkwy	IGP Place	\$26.50*
52-84 Tuscan Way	Shoppes at Murabella	\$34.00
170 Registry Blvd	Shoppes at Toco Creek	\$24.50*
Average		\$28.33
275-455 S. Legacy Trail	World Golf Village	\$15.63
Percentage Difference		45%

*CoStar Estimate
Compiled by CBRE

As the rates utilized are asking rates, we would expect a lower rate; therefore, we have concluded on a baseline downward adjustment of 40%. Comparable 1 is located off of International Golf Parkway, but in closer proximity than the subject. We have adjusted this sale downward 30% for superior frontage/accessibility. Comparables 2 and 3 do not have direct frontage but are located in the southern portion of the World Golf Village development in the immediate vicinity of International Golf Parkway. We have adjusted these sales downward 40% for superior

frontage/accessibility. Comparable 4 is similarly located to Comparable 1, but has Interstate 95 frontage. We have adjusted this comparable downward 50% for these factors. We have added an additional 10% downward adjustment to the comparables for Pad Site 1 which currently lacks an access roadway.

Location Adjustments

The following supplemental data was collected in order to provide support for our location adjustments:

LAND SALES LOCATION ADJUSTMENT ANALYSIS					
Comparable Number	Subject	1	2	3	4
Address	World Golf Village	Commerce Lake Drive	327 West Town Place	West Town Place	Center Place Way
Radius for Demographic Analysis	3 Mile Radius	3 Mile Radius	3 Mile Radius	3 Mile Radius	3 Mile Radius
2023 Households	5,541	5,068	5,657	5,476	5,159
2023 Average Household Income	\$131,300	\$135,072	\$134,116	\$133,885	\$134,967
<i>AHI Relative to Subject</i>	---	2.9%	2.1%	2.0%	2.8%
2023 Median Value of Owner Occupied Housing Units	\$397,071	\$382,765	\$384,702	\$385,077	\$383,215
2023 % Renter Occupied Housing Units	6.6%	5.9%	5.9%	6.0%	5.9%
2023 % College/Graduate Degree Age 25+	52.2%	51.2%	50.2%	50.5%	50.9%
2023 Median Age	35.3	35.0	35.0	35.1	35.0
Indicated Qualitative Adjustment	---	Similar	Similar	Similar	Similar
Concluded Quantitative Adjustment	---	0%	0%	0%	0%
Compiled by CBRE					

The sales are all similar for demographics and no location adjustments were warranted.

Pad Site Amenities

Pad Sites 2, 3, and the Office Site will not require on-site parking for development; therefore, we have adjusted the comparables upward 10% for this factor. The comparables all benefit from similar off-site retention and did not require adjustment in our analysis. Pad Sites 1 and 4 did not require adjustment as on-site parking will be required.

SUMMARY OF ADJUSTMENTS – PAD SITE 1

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.

LAND SALES ADJUSTMENT GRID - PAD SITE 1					
Comparable Number	1	2	3	4	Subject
Transaction Type	Sale	Sale	Sale	Sale	---
Transaction Date	Nov-23	Oct-23	May-22	Apr-22	---
Interest Transferred	Fee	Fee	Fee	Fee	
	Simple/Freehold	Simple/Freehold	Simple/Freehold	Simple/Freehold	
Proposed Use	Caliber Colision	Veterinary Office	Medical Office	Unknown	Office
Actual Sale Price	\$1,000,000	\$587,500	\$865,000	\$1,602,575	---
Adjusted Sale Price ¹	\$1,000,000	\$587,500	\$865,000	\$1,602,575	---
Size (Acres)	2.18	0.99	1.43	2.83	3.08
Size (SF)	95,000	43,124	62,291	123,275	134,230
Price Per SF	\$10.53	\$13.62	\$13.89	\$13.00	---
Price (\$ PSF)	\$10.53	\$13.62	\$13.89	\$13.00	
Property Rights Conveyed	0%	0%	0%	0%	
Financing Terms ¹	0%	0%	0%	0%	
Conditions of Sale	0%	0%	0%	0%	
Market Conditions (Time)	0%	0%	0%	0%	
Subtotal	\$10.53	\$13.62	\$13.89	\$13.00	
Size	-5%	-15%	-10%	0%	
Frontage/Accessibility	-40%	-50%	-50%	-60%	
Location	0%	0%	0%	0%	
Pad Site Amenities	0%	0%	0%	0%	
Total Other Adjustments	-45%	-65%	-60%	-60%	
Value Indication for Subject	\$5.79	\$4.77	\$5.56	\$5.20	

¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)

Compiled by CBRE

CONCLUSION – PAD SITE 1

After adjustments the sales comparables presented a range of pricing from \$4.77 to \$5.79 with an average of \$5.33 per square foot. Comparables 1 and 2 are the most recent and have been given primary consideration. The following chart presents the valuation conclusion:

CONCLUDED LAND VALUE - PAD SITE 1				
\$ PSF		Subject SF		Total
\$5.25	x	134,230	=	\$704,708
Indicated Value (Rounded):				\$705,000
Compiled by CBRE				

SUMMARY OF ADJUSTMENTS – PAD SITE 2

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.

LAND SALES ADJUSTMENT GRID - PAD SITE 2					
Comparable Number	1	2	3	4	Subject
Transaction Type	Sale	Sale	Sale	Sale	---
Transaction Date	Nov-23	Oct-23	May-22	Apr-22	---
Interest Transferred	Fee	Fee	Fee	Fee	
	Simple/Freehold	Simple/Freehold	Simple/Freehold	Simple/Freehold	
Proposed Use	Caliber Colision	Veterinary Office	Medical Office	Unknown	Office
Actual Sale Price	\$1,000,000	\$587,500	\$865,000	\$1,602,575	---
Adjusted Sale Price ¹	\$1,000,000	\$587,500	\$865,000	\$1,602,575	---
Size (Acres)	2.18	0.99	1.43	2.83	0.65
Size (SF)	95,000	43,124	62,291	123,275	28,314
Price Per SF	\$10.53	\$13.62	\$13.89	\$13.00	---
Price (\$ PSF)	\$10.53	\$13.62	\$13.89	\$13.00	
Property Rights Conveyed	0%	0%	0%	0%	
Financing Terms ¹	0%	0%	0%	0%	
Conditions of Sale	0%	0%	0%	0%	
Market Conditions (Time)	0%	0%	0%	0%	
Subtotal	\$10.53	\$13.62	\$13.89	\$13.00	
Size	10%	0%	5%	15%	
Frontage/Accessibility	-30%	-40%	-40%	-50%	
Location	0%	0%	0%	0%	
Pad Site Amenities	10%	10%	10%	10%	
Total Other Adjustments	-10%	-30%	-25%	-25%	
Value Indication for Subject	\$9.48	\$9.53	\$10.42	\$9.75	

¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)

Compiled by CBRE

CONCLUSION – PAD SITE 2

After adjustments the sales comparables presented a range of pricing from \$9.48 to \$10.42 with an average of \$9.79 per square foot. Comparables 1 and 2 are the most recent and have been given primary consideration. These comparables suggest a value below the mean. The following chart presents the valuation conclusion:

CONCLUDED LAND VALUE - PAD SITE 2				
\$ PSF		Subject SF		Total
\$9.50	x	28,314	=	\$268,983
Indicated Value (Rounded):				\$270,000
Compiled by CBRE				

SUMMARY OF ADJUSTMENTS – PAD SITE 3

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.

LAND SALES ADJUSTMENT GRID - PAD SITE 3					
Comparable Number	1	2	3	4	Subject
Transaction Type	Sale	Sale	Sale	Sale	---
Transaction Date	Nov-23	Oct-23	May-22	Apr-22	---
Interest Transferred	Fee	Fee	Fee	Fee	
	Simple/Freehold	Simple/Freehold	Simple/Freehold	Simple/Freehold	
Proposed Use	Caliber Colision	Veterinary Office	Medical Office	Unknown	Office
Actual Sale Price	\$1,000,000	\$587,500	\$865,000	\$1,602,575	---
Adjusted Sale Price ¹	\$1,000,000	\$587,500	\$865,000	\$1,602,575	---
Size (Acres)	2.18	0.99	1.43	2.83	0.35
Size (SF)	95,000	43,124	62,291	123,275	15,246
Price Per SF	\$10.53	\$13.62	\$13.89	\$13.00	---
Price (\$ PSF)	\$10.53	\$13.62	\$13.89	\$13.00	
Property Rights Conveyed	0%	0%	0%	0%	
Financing Terms ¹	0%	0%	0%	0%	
Conditions of Sale	0%	0%	0%	0%	
Market Conditions (Time)	0%	0%	0%	0%	
Subtotal	\$10.53	\$13.62	\$13.89	\$13.00	
Size	10%	0%	5%	15%	
Frontage/Accessibility	-30%	-40%	-40%	-50%	
Location	0%	0%	0%	0%	
Pad Site Amenities	10%	10%	10%	10%	
Total Other Adjustments	-10%	-30%	-25%	-25%	
Value Indication for Subject	\$9.48	\$9.53	\$10.42	\$9.75	

¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)

Compiled by CBRE

CONCLUSION – PAD SITE 3

After adjustments the sales comparables presented a range of pricing from \$9.48 to \$10.42 with an average of \$9.79 per square foot. Comparables 1 and 2 are the most recent and have been given primary consideration, but we have also considered the small size of Pad Site 3. The following chart presents the valuation conclusion:

CONCLUDED LAND VALUE				
\$ PSF		Subject SF		Total
\$9.75	x	15,246	=	\$148,649
Indicated Value:				\$150,000
Compiled by CBRE				

SUMMARY OF ADJUSTMENTS – PAD SITE 4

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.

LAND SALES ADJUSTMENT GRID - PAD SITE 4					
Comparable Number	1	2	3	4	Subject
Transaction Type	Sale	Sale	Sale	Sale	---
Transaction Date	Nov-23	Oct-23	May-22	Apr-22	---
Interest Transferred	Fee	Fee	Fee	Fee	
	Simple/Freehold	Simple/Freehold	Simple/Freehold	Simple/Freehold	
Proposed Use	Caliber Colision	Veterinary Office	Medical Office	Unknown	Office
Actual Sale Price	\$1,000,000	\$587,500	\$865,000	\$1,602,575	---
Adjusted Sale Price ¹	\$1,000,000	\$587,500	\$865,000	\$1,602,575	---
Size (Acres)	2.18	0.99	1.43	2.83	1.05
Size (SF)	95,000	43,124	62,291	123,275	45,738
Price Per SF	\$10.53	\$13.62	\$13.89	\$13.00	---
Price (\$ PSF)	\$10.53	\$13.62	\$13.89	\$13.00	
Property Rights Conveyed	0%	0%	0%	0%	
Financing Terms ¹	0%	0%	0%	0%	
Conditions of Sale	0%	0%	0%	0%	
Market Conditions (Time)	0%	0%	0%	0%	
Subtotal	\$10.53	\$13.62	\$13.89	\$13.00	
Size	10%	0%	5%	15%	
Frontage/Accessibility	-30%	-40%	-40%	-50%	
Location	0%	0%	0%	0%	
Pad Site Amenities	0%	0%	0%	0%	
Total Other Adjustments	-20%	-40%	-35%	-35%	
Value Indication for Subject	\$8.42	\$8.17	\$9.03	\$8.45	

¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)

Compiled by CBRE

CONCLUSION – PAD SITE 4

After adjustments the sales comparables presented a range of pricing from \$8.17 to \$9.03 with an average of \$8.52 per square foot. Comparables 1 and 2 are the most recent and have been given primary consideration. The following chart presents the valuation conclusion:

CONCLUDED LAND VALUE - PAD SITE 4				
\$ PSF		Subject SF		Total
\$8.40	x	45,738	=	\$384,199
Indicated Value:				\$385,000
Compiled by CBRE				

SUMMARY OF ADJUSTMENTS – OFFICE SITE (FOR LEASEHOLD ANALYSIS)

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.

LAND SALES ADJUSTMENT GRID - OFFICE SITE					
Comparable Number	1	2	3	4	Subject
Transaction Type	Sale	Sale	Sale	Sale	---
Transaction Date	Nov-23	Oct-23	May-22	Apr-22	---
Interest Transferred	Fee	Fee	Fee	Fee	
	Simple/Freehold	Simple/Freehold	Simple/Freehold	Simple/Freehold	
Proposed Use	Caliber Colision	Veterinary Office	Medical Office	Unknown	Office
Actual Sale Price	\$1,000,000	\$587,500	\$865,000	\$1,602,575	---
Adjusted Sale Price ¹	\$1,000,000	\$587,500	\$865,000	\$1,602,575	---
Size (Acres)	2.18	0.99	1.43	2.83	1.02
Size (SF)	95,000	43,124	62,291	123,275	44,431
Price Per SF	\$10.53	\$13.62	\$13.89	\$13.00	---
Price (\$ PSF)	\$10.53	\$13.62	\$13.89	\$13.00	
Property Rights Conveyed	0%	0%	0%	0%	
Financing Terms ¹	0%	0%	0%	0%	
Conditions of Sale	0%	0%	0%	0%	
Market Conditions (Time)	0%	0%	0%	0%	
Subtotal	\$10.53	\$13.62	\$13.89	\$13.00	
Size	10%	5%	0%	15%	
Frontage/Accessibility	-30%	-40%	-40%	-50%	
Location	0%	0%	0%	0%	
Pad	10%	10%	10%	10%	
Total Other Adjustments	-10%	-25%	-30%	-25%	
Value Indication for Subject	\$9.48	\$10.22	\$9.72	\$9.75	

¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)

Compiled by CBRE

CONCLUSION – OFFICE SITE

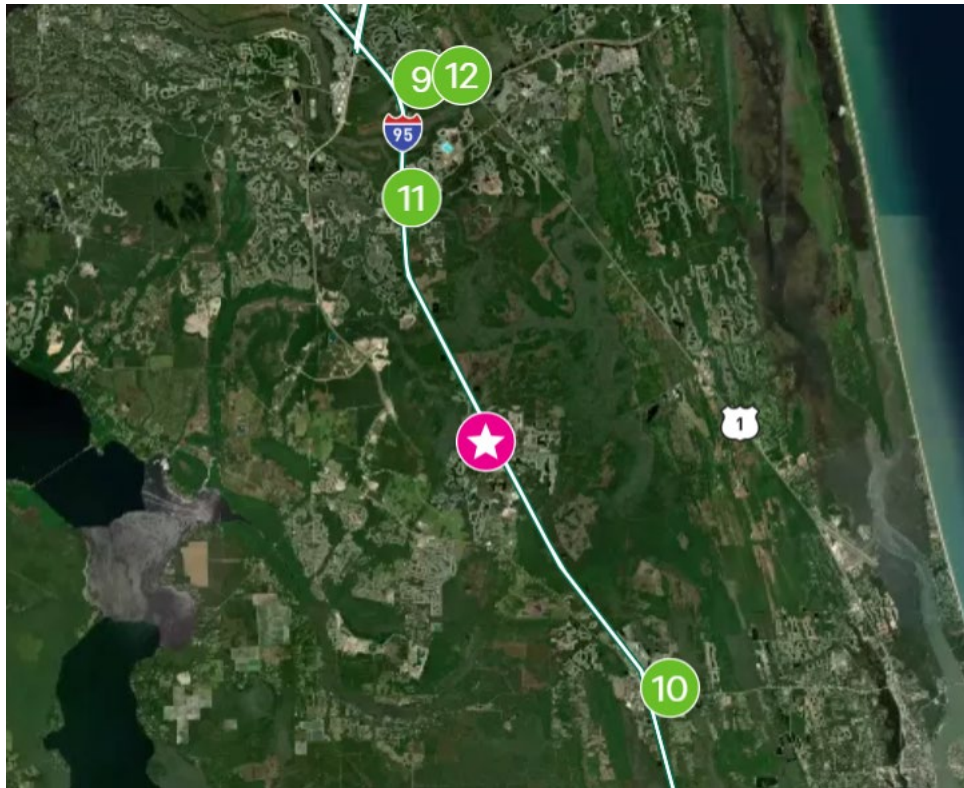
After adjustments the sales comparables presented a range of pricing from \$9.48 to \$10.42 with an average of \$9.79 per square foot. Comparables 1 and 2 are the most recent sales and have been given primary consideration. The following chart presents the valuation conclusion:

CONCLUDED LAND VALUE - OFFICE SITE				
\$ PSF		Subject SF		Total
\$9.50	x	44,431	=	\$422,095
Indicated Value:				\$420,000
Compiled by CBRE				

Income Approach - Leasehold Interest

MARKET RENT ANALYSIS

The following map and table summarize the primary comparable data used in the valuation of the subject's leasehold interest. A detailed description of each transaction is included in the addenda.



SUMMARY OF COMPARABLE LAND RENTALS											
Comp. No.	Property Name and Location	YOC / Reno'd	Property Subtype	Occ.	Tenant Name	Lease Area (SF)	Lease Date	Lease Term	Base Rent	Reimbursements	Escalations
9	Chase Bank - Ground Lease 426 Durbin Pavilion Drive St Johns, FL 32259	2018	Branch Bank	100%	Chase	43,560	Nov-18	20.0 Yrs.	\$2.75 PSF	Absolute Net	See Comments
10	Wawa Ground Lease 2222 State Road 16 St. Augustine, FL 32084	2021	Convenience Store / Service Station	100%	Wawa	157,282	Jun-21	20.0 Yrs.	\$1.34 PSF	Absolute Net	5% every five years
11	Dunkin Donuts Ground Lease 1620 County Rd 210 Jacksonville, FL 32259	2021	Misc. Freestanding	100%	210 Donuts, LLC	42,800	Oct-21	20.0 Yrs.	\$1.99 PSF	Absolute Net	None
12	Zaxby's Ground Lease 6256 Race Track Rd St Johns, FL 32259	2022	Restaurant	100%	Zaxby's	43,124	Oct-22	20.0 Yrs.	\$2.90 PSF	Absolute Net	10% Every 5 Years
Subj.	World Golf Foundation Properties World Golf Village St. Augustine, FL 32092	1997		100%					---		

Compiled by CBRE

The rentals utilized represent the best data available for comparison with the subject. They were selected from our research within St. Johns County.

GROUND RENT ADJUSTMENT GRID**Frontage/Accessibility**

As discussed, the subject office site is rated fair for frontage/accessibility. As a check of reasonableness for an adjustment we have analyzed rental rates from retail centers located along primary roadways within St. Johns County which are similar locations to the ground lease comparables and from within the commercial portion of World Golf Village which is as follows:

Frontage/Accessibility		
Location	Development	Average Rental Rate
6322 Race Track Road	Grand Cypress Marketplace	\$36.75
155 Bartram Market Drive	Bartram Market	\$35.00
County Road 210	Beachwalk	\$42.55
Average		\$38.10
275-455 S. Legacy Trail	World Golf Village	\$15.63
Percentage Difference		59%

Compiled by CBRE

We have utilized this adjustment in our analysis of the comparables.

GROUND RENT ADJUSTMENT GRID					
Comparable Number	9	10	11	12	Subject
Building Information					
Year Built	2018	2021	2021	2022	1997
Occupancy	100%	100%	100%	100%	100%
Lease Specific Information					
TenantName	Chase	Wawa	210 Donuts, LLC	Zaxby's	
LeaseArea (SF)	43,560	157,282	42,800	43,124	
LeaseDate	Nov-18	Jun-21	Oct-21	Oct-22	
LeaseTerm	20	20	20	20	
Base Rent	\$2.75	\$1.34	\$1.99	\$2.90	
Reimbursements	Absolute Net	Absolute Net	Absolute Net	Absolute Net	
Escalations	See Comments	5% every five years	None	10% Every 5 Years	
Adj. Rent Per SF	\$2.75	\$1.34	\$1.99	\$2.90	
Conditions of Lease	0%	0%	0%	0%	
Market Conditions (Time)	0%	0%	0%	0%	
Subtotal	\$2.75	\$1.34	\$1.99	\$2.90	
Location	0%	0%	0%	0%	
Size	0%	10%	0%	0%	
Frontage	-60%	-60%	-60%	-60%	
Total Other Adjustments	-60%	-50%	-60%	-60%	
Indicated Rent Per SF	\$1.10	\$0.67	\$0.80	\$1.16	

Source: CBRE

GROUND LEASE SUMMARY

The following table provides a summary of the existing ground lease terms:

GROUND LEASE SUMMARY		
Lessor	World Golf Village, Inc.	
Lessee	PGA Tour, Inc.	
Size (SF)	44,431	
Commence Date	1/1/1997	
Expiration Date (Base Lease)	12/31/2026	
Remaining Lease Term (Base Lease)	37 Months	
No. & Term of Options	2 options @ 30 years	
Expiration Date (Base + All Options)	12/31/2086	
Remaining Lease Term (Base + All Options)	757 Months	
Contract Rental Rate	Total \$/Yr.	\$/SF/Yr.
Base Lease Term	\$84,185	\$1.89
Escalations	10% Every 5-Years	
Expenses	None	
% Rent Clause:	None	
Source: Lease		

The subject property has approximately 3 years remaining on the original lease term with 2 (30 year) options.

MARKET RENT ESTIMATE

After adjustments the ground rent comparables range from \$0.67 to \$1.16 per square foot. The subject property's current rent is \$1.86 per square foot, which appears to be above market. Overall, we estimate a market rental rate for the subject of \$0.90 per square foot with 2% annual escalations.

VALUATION OF LEASEHOLD INTEREST

The subject office site's ground rent is reported to be \$84,185, or \$1.89 per square foot per year when calculated over the remaining 63-year term. This is significantly above the concluded market rental rate. Since the subject site's contract rent is above market, the tenant has a negative leasehold position.

When a property has contract rent levels that are below market, the early returns are generally limited but there is greater potential for the income stream to increase as the below market leases rollover. There is less risk involved with tenants with below market leases, as they have a greater ability to pay the lower rent than they would market level rent. Buyers of properties with below market leases are often entering a lower risk investment with greater upside to their eventual income earning potential, resulting in overall rates that tend to be lower than normal.

Properties that are encumbered by leases with average rents that are significantly above market have increased risk in several key areas. When a property has an average rent that is above market, there is increased risk of default, slow payment or lack of payment by those tenants in

that category. Also, at some point, the above market leases will expire, at which time the spaces will be re-leased at market levels. When this occurs, there is a decline in rental revenue for the property, which many times leads to a declining net income stream. When this is the case, investors will require a higher initial return to offset the declining income stream, and to guard against the heightened risk of tenant defaults.

DISCOUNT RATE ANALYSIS

We developed an opinion of future cash flows and discounted that income stream at an internal rate of return (IRR) currently required by investors for similar-quality real property. The IRR (also known as yield) is the single rate that discounts all future equity benefits (cash flows and equity reversion) to an opinion of net present value.

The subject's leasehold value has been calculated by discounting the difference between market rent and contract rent. Based on conversations with market participants and review of discount rate surveys, a discount rate in the range of 2.00% to 3.00% is commonly used to estimate a positive leasehold position (below-market rents), while negative leasehold positions (above-market rents) are generally discounted at 10.00% to 20.00%.

We have analyzed the following ground lease cap rate and discount rate data provide by Realty Rates.

RealtyRates.com INVESTOR SURVEY - 4th Quarter 2023*						
LAND LEASES						
Property Type	Capitalization Rates			Discount Rates		
	Min.	Max.	Avg.	Min.	Max.	Avg.
Apartments	4.29%	10.95%	8.42%	6.89%	11.45%	9.42%
Golf	4.85%	16.09%	10.56%	7.45%	16.59%	11.56%
Health Care/Senior Housing	4.85%	12.25%	9.05%	7.45%	12.75%	10.05%
Industrial	4.65%	11.95%	8.84%	7.25%	12.45%	9.84%
Lodging	4.79%	16.02%	9.13%	7.39%	16.52%	10.13%
Mobile Home/RV Park	4.69%	14.65%	9.69%	7.29%	15.15%	10.69%
Office	4.67%	11.82%	8.55%	7.27%	12.32%	9.55%
Restaurant	5.35%	18.15%	10.35%	7.95%	18.65%	11.35%
Retail	4.49%	12.05%	8.94%	7.09%	12.55%	9.94%
Self-Storage	4.62%	12.05%	9.86%	7.22%	12.55%	10.86%
Special Purpose	5.59%	17.75%	10.69%	7.70%	20.25%	10.91%
All Properties	4.29%	18.15%	9.46%	6.89%	18.65%	10.34%

*3rd Quarter 2023 Data

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The above table summarizes the investment parameters from the 4th quarter 2023 RealtyRates Investor Survey. Office land leases currently show a range of 7.27% to 12.32%, with an average of 9.55%. We realize that this type of survey reflects target rather than transactional rates. Transactional rates are usually difficult to obtain in the verification process and are actually only

target rates of the buyer at the time of sale. The property's performance will ultimately determine the actual yield at the time of sale after a specific holding period.

Conclusion

We previously discussed all factors that would influence our selection of a discount rate for the subject property. Given all of these factors, we discounted our cash flow projections at an internal rate of return of 12.00% percent.

DISCOUNTED CASH FLOW ANALYSIS

A summary of the discounted cash flow analysis, based upon all assumptions, conditions and conclusions as previously discussed, is set forth below.

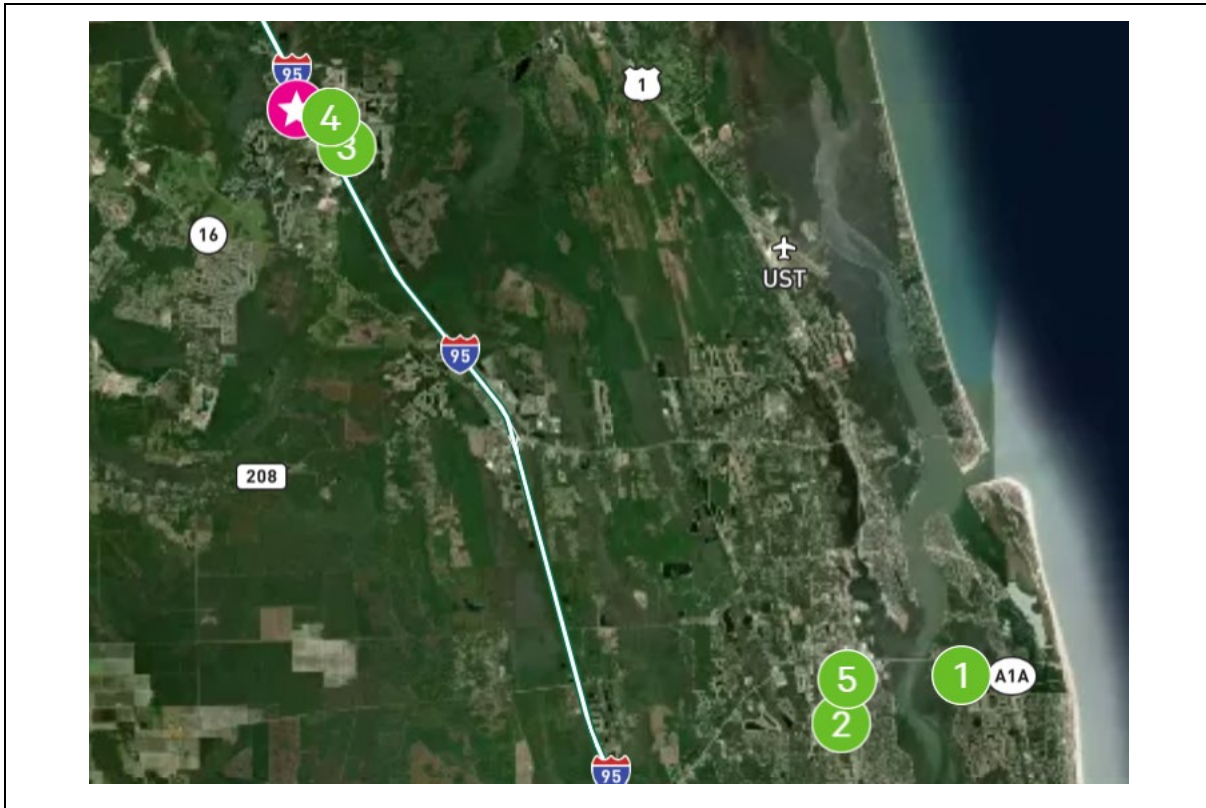
LEASED FEE ANALYSIS CASH FLOW SCHEDULE					
Year	Contract Rent	Reversion Proceeds	Net Cash Flow	PV Factor @ 12.00%	PV of Cash Flow
2024	\$84,185		\$84,185	0.8928571	\$75,165
2025	84,185		84,185	0.7971939	\$67,112
2026	84,185		84,185	0.7117802	\$59,921
2027	92,604		92,604	0.6355181	\$58,851
2028	92,604		92,604	0.5674269	\$52,546
2029	92,604		92,604	0.5066311	\$46,916
2030	92,604		92,604	0.4523492	\$41,889
2031	92,604		92,604	0.4038832	\$37,401
2032	101,864		101,864	0.3606100	\$36,733
2033	101,864		101,864	0.3219732	\$32,797
2034	101,864		101,864	0.2874761	\$29,283
2035	101,864		101,864	0.2566751	\$26,146
2036	101,864		101,864	0.2291742	\$23,345
2037	112,050		112,050	0.2046198	\$22,928
2038	112,050		112,050	0.1826963	\$20,471
2039	112,050		112,050	0.1631217	\$18,278
2040	112,050		112,050	0.1456443	\$16,319
2041	112,050		112,050	0.1300396	\$14,571
2042	123,255		123,255	0.1161068	\$14,311
2043	123,255		123,255	0.1036668	\$12,777
2044	123,255		123,255	0.0925596	\$11,408
2045	123,255		123,255	0.0826425	\$10,186
2046	123,255		123,255	0.0737880	\$9,095
2047	135,581		135,581	0.0658821	\$8,932
2048	135,581		135,581	0.0588233	\$7,975
2049	135,581		135,581	0.0525208	\$7,121
2050	135,581		135,581	0.0468936	\$6,358
2051	135,581		135,581	0.0418693	\$5,677
2052	149,139		149,139	0.0373833	\$5,575
2053	149,139		149,139	0.0333779	\$4,978
2054	149,139		149,139	0.0298017	\$4,445
2055	149,139		149,139	0.0266087	\$3,968
2056	149,139		149,139	0.0237577	\$3,543
2057	164,053		164,053	0.0212123	\$3,480
2058	164,053		164,053	0.0189395	\$3,107
2059	164,053		164,053	0.0169103	\$2,774
2060	164,053		164,053	0.0150985	\$2,477
2061	164,053		164,053	0.0134808	\$2,212
2062	180,458		180,458	0.0120364	\$2,172
2063	180,458		180,458	0.0107468	\$1,939
2064	180,458		180,458	0.0095954	\$1,732
2065	180,458		180,458	0.0085673	\$1,546
2066	180,458		180,458	0.0076494	\$1,380
2067	198,504		198,504	0.0068298	\$1,356
2068	198,504		198,504	0.0060980	\$1,210
2069	198,504		198,504	0.0054447	\$1,081
2070	198,504		198,504	0.0048613	\$965
2071	198,504		198,504	0.0043405	\$862
2072	218,354		218,354	0.0038754	\$846
2073	218,354		218,354	0.0034602	\$756
2074	218,354		218,354	0.0030894	\$675
2075	218,354		218,354	0.0027584	\$602
2076	218,354		218,354	0.0024629	\$538
2077	240,190		240,190	0.0021990	\$528
2078	240,190		240,190	0.0019634	\$472
2079	240,190		240,190	0.0017530	\$421
2080	240,190		240,190	0.0015652	\$376
2081	240,190		240,190	0.0013975	\$336
2082	264,209		264,209	0.0012478	\$330
2083	264,209		264,209	0.0011141	\$294
2084	264,209		264,209	0.0009947	\$263
2085	264,209		264,209	0.0008881	\$235
2086	264,209	\$1,462,380	1,726,588	0.0007930	\$1,369
Indicated Leased Fee Value					\$833,400
Indicated Leased Fee Value (Rounded)					\$835,000
Compiled By: CBRE					

The reversion value represents the Fee Simple value of the subject escalated at 2% annually. The subject property's current ground lease is above market rate with 10% escalation every 5 years. Therefore, there is a negative leasehold interest in the subject property. The following table presents a summary of the leasehold value indication for the subject.

LEASEHOLD ANALYSIS	
Fee Simple Value	\$420,000
Less: Leased Fee Interest	<u>(\$833,400)</u>
Indicated Leasehold Value (Rounded)	(\$413,000)
Compiled By: CBRE	

Sales Comparison Approach (Leasehold)

The following map and table summarize the comparable data used in the valuation of the subject. A detailed description of each transaction is included in the addenda.



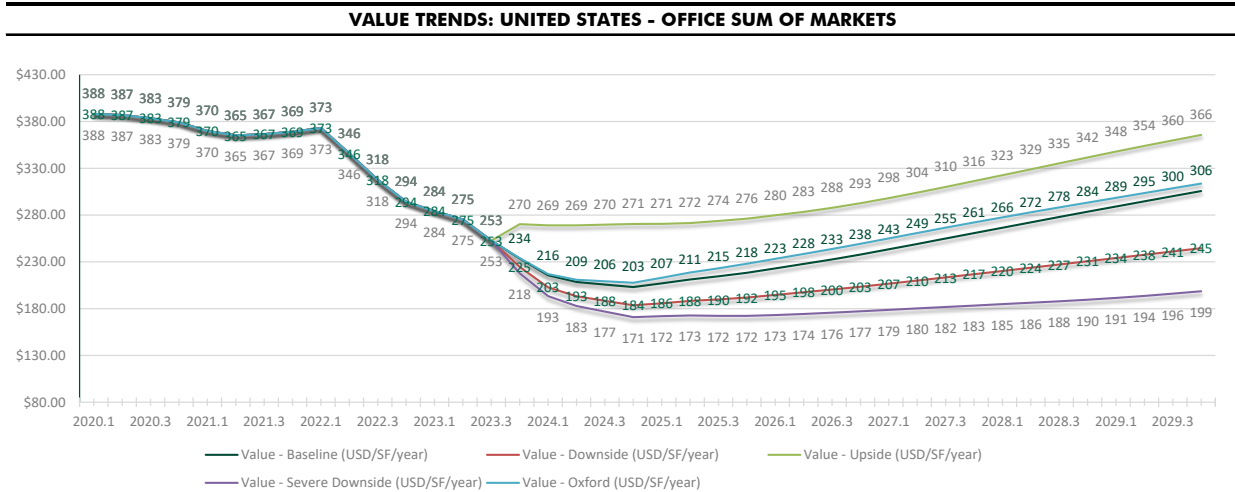
SUMMARY OF COMPARABLE OFFICE SALES														
No.	Property Name	Transaction Type	Date	Interest Transferred	YOC / Reno'd	Property Type	GBA (SF)	Actual Sale Price	Adjusted Sale Price ¹	Price Per SF ¹	Occ.	NOI Per SF	WALE (months)	OAR
1	Island Doctors 1000 Plantation Island Dr. St. Augustine, FL 32080	Sale	Apr-23	Leased Fee	2008	Office	16,877	\$3,703,900	\$3,703,900	\$219.46	86.10%	\$15.50		6.57%
2	Moultrie Place Office 2450 Old Moultrie Road St. Augustine, FL 32086	Sale	Feb-22	Leased Fee	1999 / 2007	Office	19,110	\$3,000,000	\$3,000,000	\$156.99	97.00%	\$15.07		7.50%
3	American Culinary Building 180 Center Place Way St Augustine, FL 32095	Sale	Aug-21	Fee Simple/Freehold	2004	Office	9,822	\$1,895,000	\$1,865,000	\$189.88	100.00%			
4	DLP Building 405 Golfway Drive St. Augustine, FL 32095	Sale	Jun-21	Leased Fee	2001	Office	72,184	\$8,250,000	\$8,250,000	\$114.29	56.00%			
5	Southpark Medical Office 150 SouthPark Boulevard Saint Augustine, FL 32086	Sale	Jan-21	Leased Fee	1989	Office	12,888	\$1,599,000	\$1,599,000	\$124.07	94.40%	\$11.97		8.24%
Subj.	World Golf Foundation Properties	---	---	---	1997	Office	32,329	---	---	---	95.00%	\$14.36	0	---
Pro	World Golf Village													
Forma	St. Augustine, FL 32092													

¹ Adjusted sale price for cash equivalency, lease-up and/or deferred maintenance (where applicable)
Compiled by CBRE

The sales utilized represent the best data available for comparison with the subject. They were selected from our research of comparable improved sales within the greater St. Augustine area.

MARKET CONDITIONS ADJUSTMENTS

The following supplemental data was collected to provide support for the market conditions adjustments. Sources of information utilized in these exhibits include CBRE, CoStar, Oxford Economics, and CBRE EA.



* Future Projected Data according to CBRE Econometric Advisors

Source: CBRE Econometric Advisors 2023, 3rd Quarter

The US Office Market has seen values decline from a peak of around \$388 per square foot in the 1st Quarter of 2020 to a current low of \$253 per square foot, or a -35% decline from the peak. The baseline forecast projects further value declines of -20% through the 4th Quarter of 2024 followed by a steady rise in values from through 2029 with an overall annual appreciation rate of 3.09% from current values. The downside forecast projects further value declines of -27% through the 4th Quarter of 2024 followed by a steady rise in values from through 2029 with an overall annual appreciation rate of -0.52% from current values. The severe downside forecast projects further value declines of -32% through the 4th Quarter of 2024 followed by a steady rise in values from through 2029 with an overall annual appreciation rate of -3.78% from current values.

The St. Johns office market has not shown signs of decreasing values in line with the overall United States; therefore, we have utilized a lower rate of -10.0% annually in our analysis beginning in 2022.

DISCUSSION/ANALYSIS OF IMPROVED SALES

Improved Sale One

This comparable represents a 15,700-square-foot, office property, which is situated on a 1.13-acre parcel at 1000 Plantation Island Dr., St. Augustine, FL. The 2-story improvements were originally constructed in 2008 and were considered in good condition at the time of sale. The property sold in April 2023 for \$3,703,900, or \$219.46 per gross square foot. Trailing Actuals

net operating income at the time of sale was \$243,290, or \$15.50 per square foot, for an overall capitalization rate of 6.57%. Occupancy at the time of sale was 86.1%. The property was marketed at \$3,800,000 prior to going under contract. The building is back on the market with a listing price of \$5,000,000.

The downward market conditions (time) adjustment reflects the declining market conditions since the date of sale. Upon comparison with the subject, this comparable was considered superior in terms of size and received a downward adjustment for this characteristic due to having significantly fewer square feet than the subject property. In terms of age/condition, this comparable was judged superior due to newer construction and received a downward adjustment for this characteristic. Overall, this comparable was deemed superior in comparison to the subject and a downward net adjustment was warranted to the sales price indicator.

Improved Sale Two

This comparable represents a 14,926-square-foot, office property, which is situated on a 1.36-acre parcel at 2450 Old Moultrie Road, St. Augustine, FL. The 2-story improvements were originally constructed in 1999 and were considered in good condition at the time of sale. The exterior walls depict stucco construction components. The parking type is described as surface with a parking ratio of 3.35 spaces per 1,000 square feet. The property sold in February 2022 for \$3,000,000, or \$156.99 per gross square foot. Trailing Actuals net operating income at the time of sale was \$225,000, or \$15.07 per square foot, for an overall capitalization rate of 7.5%. Occupancy at the time of sale was 97%. According to the listing broker the property was listed at \$2,700,000, but received multiple offers with a cash buyer making an offer of \$3,000,000 which was accepted. The property includes a 2 bedroom/2 bathroom live/work space which was occupied by a typical office user.

The downward market conditions (time) adjustment reflects the declining market conditions since the date of sale. Upon comparison with the subject, this comparable was considered superior in terms of size and received a downward adjustment for this characteristic due to having significantly fewer square feet than the subject property. Overall, this comparable was deemed superior in comparison to the subject and a downward net adjustment was warranted to the sales price indicator.

Improved Sale Three

This comparable represents a 9,822-square-foot, office property, which is situated on a 1.56-acre parcel at 180 Center Place Way, St Augustine, FL. The 1-story improvements were originally constructed in 2004 and were considered in good condition at the time of sale. The exterior walls depict stucco construction components. The parking type is described as surface with a parking ratio of 4.48 spaces per 1,000 square feet. The property sold in August 2021 for \$1,865,000, or \$189.88 per gross square foot. Occupancy at the time of sale was 100%. Any difference between the Actual Sale Price and Adjusted Sale Price reflects an adjustment of -\$30,000 for development/capital costs. The building is being purchased for use as an owner-

occupied Autism clinic. The building includes 1,054 square feet of semi-finished space that was previously used as a mail room. The sales price includes approximately \$30,000 worth of FF&E that was included in the sale. We have deducted this amount to result in our adjusted sales price.

The downward adjustment for superior property rights conveyed is attributable to the sale of the fee simple interest. Upon comparison with the subject, this comparable was considered superior in terms of size and received a downward adjustment for this characteristic due to having significantly fewer square feet than the subject property. In terms of age/condition, this comparable was judged superior due to newer construction and received a downward adjustment for this characteristic. Overall, this comparable was deemed superior in comparison to the subject and a downward net adjustment was warranted to the sales price indicator.

Improved Sale Four

This comparable represents a 71,968-square-foot, office property, which is situated on a 4.28-acre parcel at 405 Golfway Drive, St. Augustine, FL. The 3-story improvements were originally constructed in 2001 and were considered in average condition at the time of sale. The exterior walls depict stucco construction components. The parking type is described as surface with a parking ratio of 6.95 spaces per 1,000 square feet. The property sold in June 2021 for \$8,250,000, or \$114.29 per gross square foot. Occupancy at the time of sale was 56%. This is the sale of a multi-tenant office building located in the northeast quadrant of Interstate 95 and International Golf Parkway in St. Augustine, FL. The building was purchased to be approximately one-third owner-occupied with the remaining tenant occupied. While the broker could confirm vacancy, no other financial details were available. Space is currently available for lease at \$25.00 per square foot on a Full Service basis.

Upon comparison with the subject, this comparable was considered inferior in terms of size and received an upward adjustment for this characteristic due to having significantly more square footage than the subject property. The adjustment for occupancy was warranted due to the comparables below stabilized occupancy at sale. Therefore, an upward adjustment was judged proper for this comparable. Overall, this comparable was deemed inferior in comparison to the subject and an upward net adjustment was warranted to the sales price indicator.

Improved Sale Five

This comparable represents a 11,000-square-foot, office property, which is situated on a 0.25-acre parcel at 150 SouthPark Boulevard, Saint Augustine, FL. The 2-story improvements were originally constructed in 1989 and were considered in good condition at the time of sale. The exterior walls depict eifs construction components. The property sold in January 2021 for \$1,599,000, or \$124.07 per gross square foot. Pro Forma (Stabilized) net operating income at the time of sale was \$131,699, or \$11.97 per square foot, for an overall capitalization rate of 8.24%. Occupancy at the time of sale was 94.4%. The building is part of Southpoint Medical Office Park and shares common areas and parking. The building is comprised of five tenant

suites ranging from 1,174 to 3,038 square feet and five executive suites ranging from 270 to 670 square feet.

Upon comparison with the subject, this comparable was considered superior in terms of size and received a downward adjustment for this characteristic due to having significantly fewer square feet than the subject property. In terms of age/condition, this comparable was judged inferior due to older construction and more long-lived physical deterioration and received an upward adjustment for this characteristic. Overall, this comparable was deemed inferior in comparison to the subject and an upward net adjustment was warranted to the sales price indicator.

SUMMARY OF ADJUSTMENTS

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.

OFFICE SALES ADJUSTMENT GRID						
Comparable Number	1	2	3	4	5	Subj. Pro Forma
Transaction Type	Sale	Sale	Sale	Sale	Sale	---
Transaction Date	Apr-23	Feb-22	Aug-21	Jun-21	Jan-21	---
Interest Transferred	Leased Fee	Leased Fee	Fee Simple/Freehold	Leased Fee	Leased Fee	---
Year Built/Renovated	2008	1999 / 2007	2004	2001	1989	1997
Property Type	Office	Office	Office	Office	Office	Office
GBA (SF)	16,877	19,110	9,822	72,184	12,888	32,329
Actual Sale Price	\$3,703,900	\$3,000,000	\$1,895,000	\$8,250,000	\$1,599,000	---
Adjusted Sale Price ¹	\$3,703,900	\$3,000,000	\$1,865,000	\$8,250,000	\$1,599,000	---
Price Per SF ¹	\$219.46	\$156.99	\$189.88	\$114.29	\$124.07	---
Occupancy	86%	97%	100%	56%	94%	95%
NOI Per SF	\$15.50	\$15.07			\$11.97	\$14.36
OAR	6.57%	7.50%			8.24%	---
Adj. Price Per SF	\$219.46	\$156.99	\$189.88	\$114.29	\$124.07	
Property Rights Conveyed	0%	0%	-5%	0%	0%	
Financing Terms ¹	0%	0%	0%	0%	0%	
Conditions of Sale	0%	0%	0%	0%	0%	
Market Conditions (Time)	-6%	-18%	0%	0%	0%	
Subtotal - Price Per SF	\$206.30	\$128.73	\$180.39	\$114.29	\$124.07	
Location	0%	0%	0%	0%	0%	
Size	-5%	-5%	-5%	25%	-5%	
Age/Condition	-10%	0%	-5%	0%	10%	
Occupancy	0%	0%	0%	20%	0%	
Total Other Adjustments	-15%	-5%	-10%	45%	5%	
Indicated Value Per SF	\$175.35	\$122.29	\$162.35	\$165.72	\$130.27	
Absolute Adjustment	21%	23%	15%	45%	15%	

¹ Adjusted for cash equivalency, lease-up and/or deferred maintenance (where applicable)
Compiled by CBRE

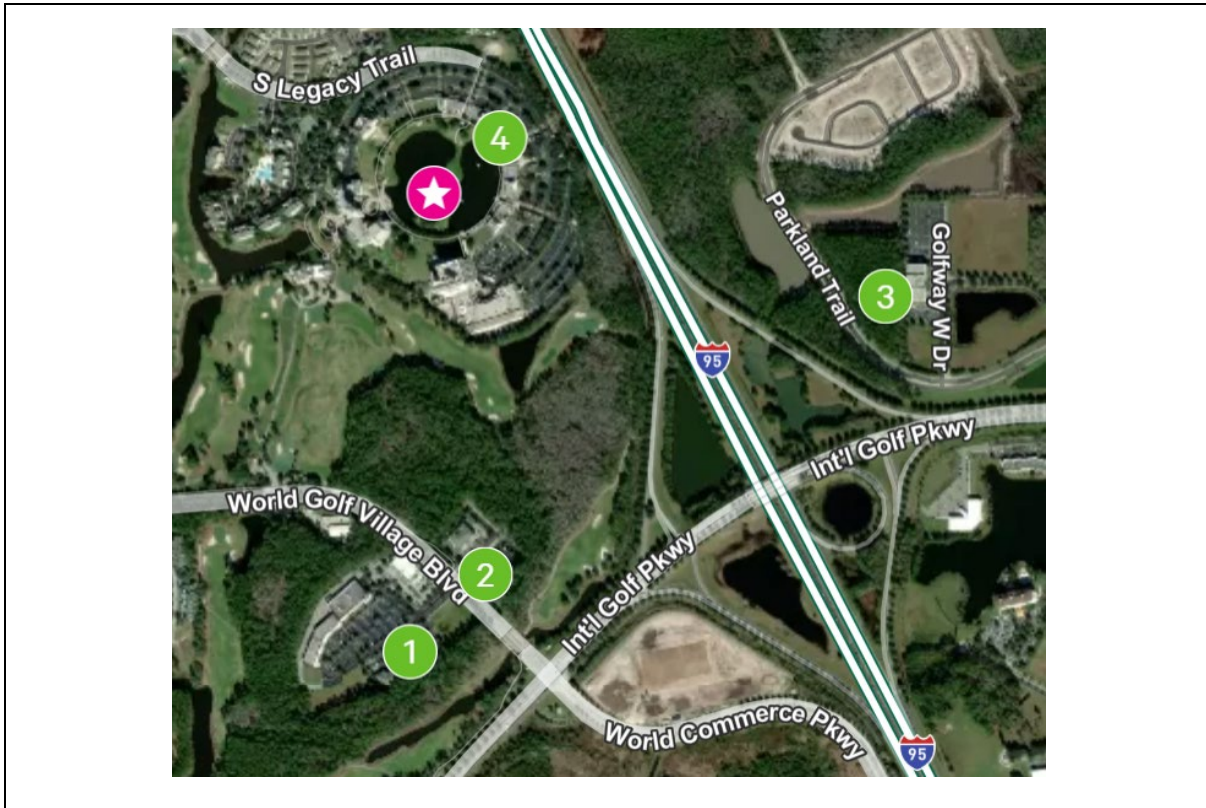
SALE PRICE PER SQUARE FOOT CONCLUSION

The presented adjusted sale prices range from \$122.29 to \$175.35 per square foot, with an average of \$151.20 per square foot. Comparable 3 is located in the subject's immediate neighborhood and required the least adjustment and has been given primary consideration. The following chart presents the valuation conclusion:

SALES COMPARISON APPROACH				
GBA (SF)	X	Value Per SF	=	Value
32,329	X	\$162.50	=	\$5,253,463
VALUE CONCLUSION				
As Stabilized Market Value				\$5,253,463
Rounded				\$5,255,000
Lease-Up Discount				(1,559,000)
Leasehold Value of Land				(413,000)
As Is Market Value				3,283,000
Rounded				\$3,285,000
Value Per SF				\$112.90
Compiled by CBRE				

Income Capitalization Approach (Leasehold)

The following map and table summarize the primary comparable data used in the valuation of the subject. A detailed description of each transaction is included in the addenda.



SUMMARY OF COMPARABLE OFFICE RENTALS

No.	Property Name and Location	YOC / Reno'd	Property Subtype	Occ.	NRA (SF)	Tenant Name	Lease Area (SF)	Lease Date	Lease Term	Base Rent	Tenant Improvements	Reimbursements	Escalations
1	Gateway Commons 475 W. Town Place St. Augustine, FL 32092	2000	Multi Tenant	93%	50,188	N/A	1,934	Feb-23	3.0 Yrs.	\$23.50 PSF		Full Service	3%
						Asking	3,533				\$24.00 PSF		Full Service
2	Enterprise Building 101 E Town Place St. Augustine, FL 32092	1997	Multi Tenant	93%	31,641	N/A	1,304	Apr-23	5.0 Yrs.	\$21.00 PSF		Full Service	3%
						N/A	2,118	Apr-23	5.0 Yrs.	\$21.00 PSF		Full Service	3%
						Asking	2,211		5.0 Yrs.	\$24.00 PSF		Full Service	3%
3	DLP Building 405 Golfway Drive St. Augustine, FL 32095	2001	Multi Tenant	90%	71,968	N/A	2,760	Jul-23		\$30.00 PSF	\$30.00 PSF	Full Service	3%
						N/A	13,200	Apr-23	10.0 Yrs.	\$22.00 PSF		Full Service	3%
						Asking				\$25.00 PSF		Full Service	3%
4	World Golf Village 275, 335, 425, 455 S. Legacy Trail	1999	Multi Tenant	100%	48,947	Bluegreen Vacations	8,668	Aug-22	6.1 Yrs.	\$15.00 PSF		NNN	
Subj.	World Golf Foundation Properties World Golf Village St. Augustine, FL 32092	1997	Office	0%	29,096					---		---	

Compiled by CBRE

The rentals utilized represent the best data available for comparison with the subject. They were selected from our research within the subject's immediate neighborhood. The following table shows a summary of the space allocation for the subject.

MARKET RENT CATEGORIES	
Space Allocation	Size
Office Building	32,329
Compiled by CBRE	

DISCUSSION/ANALYSIS OF RENT COMPARABLES

Rent Comparable One

This comparable represents a 50,188-square-foot, multi-tenant office property at 475 W. Town Place, St. Augustine, FL. The 2-story improvements were originally constructed in 2000 and were considered in average condition at the time of our research. The structure's exterior walls depict stucco construction components. According to a representative for this property, recent base rent is \$23.50 per square foot annually, based upon a typical lease term of 36 months. Expenses are based upon a Full-Service structure. The property is currently 93% leased. The building includes a mix of typical and executive office suites. The property currently has an asking rate of \$24.00 per square foot for typical office suite space.

Rent Comparable Two

This comparable represents a 31,641-square-foot, multi-tenant office property at 101 E Town Place, St. Augustine, FL. The 2-story improvements were originally constructed in 1997 and were considered in average condition at the time of our research. The structure's exterior walls depict stucco construction components. According to a representative for this property, recent base rent is \$21.00 per square foot annually, based upon a typical lease term of 60 months. Expenses are based upon a Full Service structure. The property is currently 93% leased. The building includes typical office suites and executive suites. The property currently has an asking rate of \$24.00 per square foot for typical office suite space.

Rent Comparable Three

This comparable represents a 71,968-square-foot, multi-tenant office property at 405 Golfway Drive, St. Augustine, FL. The 3-story improvements were originally constructed in 2001 and were considered in average condition at the time of our research. The structure's exterior walls depict stucco construction components. According to a representative for this property, recent base rent ranges from \$22.00 to \$30.00 per square foot annually, based upon a typical lease term of 120 months. Expenses are based upon a Full-Service structure. No free rent was quoted, however a tenant improvement allowance of \$30.00 per square foot was provided. The property is currently 90% leased. The building is partially owner-occupied by DLP with the remaining space divided between typical tenant suites and executive suites. The property currently has an asking rate of \$25.00 per square foot for typical office suite space. The lease at \$30.00 per square foot was increased to account for the \$30.00 per square foot TI allowance.

Rent Comparable Four

This comparable represents a 48,947-square-foot, multi-tenant property at 275, 335, 425, 455 S. Legacy Trail, St Augustine, FL. The 1-story improvements were originally constructed in 1999 and were considered in average condition at the time of our research. The structure's exterior walls depict stucco construction components. According to a representative for this property, recent base rent for office space is \$15.00 per square foot annually, based upon a typical lease term of 61 months. Expenses are based upon a triple net structure. The property consists of four retail/office buildings with shared parking within the surrounding development. The facility is currently 100% occupied. We have adjusted the lease rate to a Full-Service rate of \$23.50 per square foot.

MARKET PARTICIPANTS

We spoke with Scott Henley, Senior Vice President with CBRE, in regard to tenant allowances for new office leases. Mr. Henley stated that in the current market, tenant allowance is typically based on \$5.00 per square foot per year.

MARKET RENT ESTIMATE

The comparables range from \$21.00 to \$30.00 per square foot with asking rates ranging from \$24.00 to \$25.00 per square foot. All leases are based on a Full-Service basis and located in the immediate neighborhood. The subject is currently a single-tenant building and includes production and studio space that will require tenant improvements and reconfiguration. Taking into consideration the subject's exposure/access and tenant improvement requirement, we have concluded in the middle portion of the range on a market rental rate of \$25.00 per square foot on a Full-Service basis. The rate is based on a \$25.00 per square foot tenant allowance and 60-month term.

MARKET RENT CONCLUSIONS

The following chart shows the market rent conclusions for the subject:

MARKET RENT CONCLUSIONS	
Category	Office Building
Net Rentable Area (SF)	29,096
Percent of Total SF	100.0%
Market Rent (\$/SF/Yr.)	\$25.00
Reimbursements	Full Service
Escalations	3%
Tenant Improvements (New Tenants)	\$25.00
Tenant Improvements (Renewals)	\$5.00
Average Lease Term	60 Months
Leasing Commissions (New Tenants)	6.00%
Leasing Commissions (Renewals)	3.00%
Compiled by CBRE	

POTENTIAL RENTAL INCOME CONCLUSION

Within this analysis, potential rental income is estimated based upon the vacant space at market rates.

POTENTIAL RENTAL INCOME		
	Total	\$/SF/Yr
CBRE Estimate - Prospective (Office Building)	\$727,400	\$25.00
Compiled by CBRE		

OPERATING HISTORY

The subject office/production building has been occupied by a single-tenant (PGA Tour) and no operating history was available.

VACANCY

The subject's estimated stabilized occupancy rate was previously discussed in the market analysis. The subject's vacancy is detailed as follows:

VACANCY		
	Total	% of PGI
CBRE Estimate - Prospective (Office Building)	(\$36,370)	5.0%
Compiled by CBRE		

CREDIT LOSS

The credit loss estimate is an allowance for nonpayment of rent or other income. The subject's credit loss is detailed as follows:

CREDIT LOSS		
	Total	% of PGI
CBRE Estimate - Prospective (Office Building)	(\$7,274)	1.0%
Compiled by CBRE		

EXPENSE REIMBURSEMENTS

The subject's leases are typically based on a Full-Service basis with no tenant reimbursements.

EFFECTIVE GROSS INCOME

The subject's effective gross income is detailed as follows:

EFFECTIVE GROSS INCOME		
	Total	\$/SF/Yr
Expense Comparable 1	---	\$20.30
Expense Comparable 2	---	\$33.45
Expense Comparable 3	---	\$24.65
CBRE Estimate - Prospective (Office Building)	\$683,756	\$23.50
Compiled by CBRE		

OPERATING EXPENSE ANALYSIS

Expense Comparables

The following chart summarizes expenses obtained from recognized industry publications and/or comparable properties.

EXPENSE COMPARABLES				
Comparable Number	1	2	3	Subject
Location	Florida	Florida	Florida	St. Augustine, FL
NRA (SF)	42,725	53,692	74,122	29,096
Period	2020	2022	2022	Pro Forma
Revenues	\$/SF	\$/SF	\$/SF	\$/SF
Potential Rental Income				\$25.00
Vacancy				(\$1.25)
Credit Loss				(\$0.25)
Net Rental Income				\$23.50
Effective Gross Income	\$20.30	\$33.45	\$24.65	\$23.50
<i>Expenses</i>				
Real Estate Taxes	\$1.79	\$3.97	\$4.59	\$1.25
Property Insurance	\$0.53	\$0.93	\$0.73	\$0.75
Common Area Maintenance	\$5.39	\$4.43	\$5.88	\$5.00
Management Fee	\$0.00	\$0.76	\$0.81	\$0.71
Condominium Association Fee	\$0.00	\$0.00	\$0.00	\$1.20
Replacement Reserves	\$0.00	\$0.00	\$0.00	\$0.10
Total Operating Expenses	\$7.71	\$10.09	\$12.01	\$9.01
Operating Expenses Excluding Taxes	\$5.92	\$6.12	\$7.42	\$7.76
Operating Expense Ratio	38.0%	30.2%	48.7%	38.3%
Management Fee (% of EGI)	0.0%	2.3%	3.3%	3.0%
² The median total differs from the sum of the individual amounts.				
Compiled by CBRE				

A discussion of each expense category is presented on the following pages.

Real Estate Taxes

The comparable data and projections for the subject are summarized as follows:

REAL ESTATE TAXES		
Year	Total	\$/SF/Yr
Expense Comparable 1	---	\$1.79
Expense Comparable 2	---	\$3.97
Expense Comparable 3	---	\$4.59
CBRE Estimate - Prospective (Office Building)	\$36,377	\$1.25
Compiled by CBRE		

We have concluded \$1.25 per square foot for the subject's real estate taxes, which is below the range of the expense comparables.

Property Insurance

Property insurance expenses typically include fire and extended coverage and owner's liability coverage. The comparable data and projections for the subject are summarized as follows:

PROPERTY INSURANCE		
Year	Total	\$/SF/Yr
Expense Comparable 1	---	\$0.53
Expense Comparable 2	---	\$0.93
Expense Comparable 3	---	\$0.73
CBRE Estimate - Prospective (Office Building)	\$21,822	\$0.75
Compiled by CBRE		

We have concluded \$0.75 per square foot for the subject's property insurance, which is within the range of the expense comparables.

Common Area Maintenance

Common area maintenance expenses typically include utilities, parking lot sweeping and maintenance, and routine repairs and maintenance of the building and site improvements. In the case of the subject and comparables this cost is inclusive of utilities and janitorial. The comparable data and projections for the subject are summarized as follows:

COMMON AREA MAINTENANCE		
Year	Total	\$/SF/Yr
Expense Comparable 1	---	\$5.39
Expense Comparable 2	---	\$4.43
Expense Comparable 3	---	\$5.88
CBRE Estimate - Prospective (Office Building)	\$145,480	\$5.00
Compiled by CBRE		

We have concluded \$5.00 per square foot for the subject's common area maintenance, which is within the range of the comparables.

Management Fee

Management expenses are typically negotiated as a percentage of collected revenues (i.e., effective gross income). The comparable data and projections for the subject are summarized as follows:

MANAGEMENT FEE		
Year	Total	% of EGI
Expense Comparable 2	---	2.3%
Expense Comparable 3	---	3.3%
CBRE Estimate - Prospective (Office Building)	\$20,513	3.0%
Compiled by CBRE		

We have concluded 3% of EGI for the subject's management fee, which is within the range of the expense comparables.

Association Fees

The subject has an association fee cost for maintenance of the World Golf Village which are as follows

CONDOMINIUM ASSOCIATION FEE		
Year	Total	\$/SF/Yr
CBRE Estimate - Prospective (Office Building)	\$38,886	\$1.34
Compiled by CBRE		

Reserves for Replacement

Reserves for replacement have been estimated based on market parameters. The comparable data and projections for the subject are summarized as follows:

REPLACEMENT RESERVES		
Year	Total	\$/SF/Yr
Expense Comparable 1	---	\$0.00
Expense Comparable 2	---	\$0.00
Expense Comparable 3	---	\$0.00
CBRE Estimate - Prospective (Office Building)	\$2,910	\$0.10
Compiled by CBRE		

We have concluded \$0.10 per square foot for the subject's replacement reserves which is typical for the market.

OPERATING EXPENSE CONCLUSION

The comparable data and projections for the subject are summarized as follows:

TOTAL OPERATING EXPENSES		
Year	Total	\$/SF/Yr
Expense Comparable 1	---	\$7.71
Expense Comparable 2	---	\$10.09
Expense Comparable 3	---	\$12.01
CBRE Estimate - Prospective (Office Building)	\$265,988	\$9.14
Compiled by CBRE		

We have concluded \$9.64 per square foot for the subject's total operating expenses, which is within the range of the expense comparables.

NET OPERATING INCOME CONCLUSION

The comparable data and projections for the subject are summarized as follows:

NET OPERATING INCOME		
	Total	\$/SF/Yr
Expense Comparable 1	---	\$12.59
Expense Comparable 2	---	\$23.36
Expense Comparable 3	---	\$12.64
CBRE Estimate - Prospective (Office Building)	\$417,768	\$14.36
Compiled by CBRE		

SUMMARY OF CONCLUSIONS

A summary of our conclusions is provided below:

COMPARABLE EXPENSE ANALYSIS					
Period		Comparables			Subject
		Comp 1	Comp 2	Comp 3	Conclusion
	Location	Florida	Florida	Florida	
	NRA (SF)	42,725	53,692	74,122	
	Year Built	0	0	0	
	Type	0	0	0	
	Period	2020	2022	2022	
		\$/SF/Yr	\$/SF/Yr	\$/SF/Yr	\$/SF/Yr
Range Names					
Potential Rental Income					\$25.00
Vacancy					5.00% (1.25)
Credit Loss					1.00% (0.25)
Net Rental Income					\$23.50
Effective Gross Income		\$20.30	\$33.45	\$24.65	\$23.50
Expenses					
Real Estate Taxes		\$1.79	\$3.97	\$4.59	\$1.25
Property Insurance		0.53	0.93	0.73	0.75
Common Area Maintenance		5.39	4.43	5.88	5.00
Management Fee		-	0.76	0.81	3.00% 0.71
Condominium Association Fee		-	-	-	1.34
Replacement Reserves		-	-	-	0.10
Total Operating Expenses		\$7.71	\$10.09	\$12.01	\$9.14
Operating Expenses Excluding Taxes		\$5.92	\$6.12	\$7.42	\$7.89
Operating Expense Ratio		38.0%	30.2%	48.7%	38.9%
Management Fee		0.0%	2.3%	3.3%	3.0%
Compiled by CBRE					

DIRECT CAPITALIZATION

Direct capitalization is a method used to convert a single year's estimated stabilized net operating income into a value indication. The following subsections represent different techniques for deriving an overall capitalization rate.

Comparable Sales

The overall capitalization rates (OARs) confirmed for the comparable sales analyzed in the sales comparison approach are as follows:

COMPARABLE CAPITALIZATION RATES					
Sale	Sale Date	Sale Price \$/SF	Occupancy	Buyer's Primary Analysis	OAR
1	Apr-23	\$235.92	86%	Trailing Actuals	6.57%
2	Feb-22	\$200.99	97%	Trailing Actuals	7.50%
5	Jan-21	\$145.36	94%	Pro Forma (Stabilized)	8.24%
Indicated OAR:			94%		6.57%-8.24%
Compiled by CBRE					

The overall capitalization rates for these sales were derived based upon the actual or pro-forma income characteristics of the property. It should be noted that due to rising interest rates and the deterioration of market conditions for office properties, we would expect a rate above the range.

Published Investor Surveys

The results of the most recent investor surveys are summarized in the following chart.

OVERALL CAPITALIZATION RATES		
Investment Type	OAR Range	Average
<i>CBRE Suburban Office</i>		
Class A	6.84% - 7.72%	7.00%
Class B	8.07% - 8.61%	8.21%
Class C	9.39% - 10.03%	9.62%
<i>RealtyRates.com</i>		
Office	5.11% - 12.93%	9.53%
CBD Office	6.02% - 12.93%	9.76%
Suburban	5.11% - 11.67%	8.85%
<i>PwC Suburban Office</i>		
National Data	4.25% - 7.75%	6.00%
Indicated OAR:		8.00% - 9.00%
Compiled by CBRE		

Because of the subject's age and location, an OAR near the middle of the range indicated in the preceding table is considered appropriate.

Band of Investment

The band of investment technique has been utilized as a crosscheck to the foregoing techniques. The Mortgage Interest Rate and the Equity Dividend Rate (EDR) are based upon current market yields for similar investments. The analysis is shown in the following table.

BAND OF INVESTMENT			
Mortgage Interest Rate	7.50%		
Mortgage Term (Amortization Period)	25 Years		
Mortgage Ratio (Loan-to-Value)	70%		
Mortgage Constant (monthly payments)	0.08868		
Equity Dividend Rate (EDR)	8.00%		
Mortgage Requirement	70%	x	0.08868 = 0.06208
Equity Requirement	30%	x	0.08000 = 0.02400
	100%		0.08608
Indicated OAR:			8.60%
Compiled by CBRE			

Capitalization Rate Conclusion

The following chart summarizes the OAR conclusions.

OVERALL CAPITALIZATION RATE - CONCLUSION	
Source	Indicated OAR
Comparable Sales	6.57%-8.24%
Published Surveys	8.00% - 9.00%
Band of Investment	8.60%
CBRE Estimate - Office/Production Building	8.50%
Compiled by CBRE	

Overall, an OAR in the middle portion of the range is considered appropriate based on the subject's age and location. We have also considered recent events and prevailing market conditions with respect to capitalization rates. This includes a combination of inflationary pressures, higher cost of capital (considering interest rates as well as risk spreads), and the recent geopolitical events. While the overall long-term outlook for commercial real estate remains positive, the full effect of these factors may not yet be reflected in transactional data. Overall, we view uncertainty and the higher cost of capital to have an upward influence on capitalization rates which is considered with respect to our conclusion herein.

DIRECT CAPITALIZATION SUMMARY

A summary of the direct capitalization is illustrated in the following chart.

DIRECT CAPITALIZATION SUMMARY - PROSPECTIVE (OFFICE BUILDING)			
		\$/SF/Yr	Total
Income			
Potential Rental Income		\$25.00	\$727,400
Vacancy	5.00%	(1.25)	(36,370)
Credit Loss	1.00%	(0.25)	(7,274)
Net Rental Income		\$23.50	\$683,756
Effective Gross Income		\$23.50	\$683,756
Expenses			
Real Estate Taxes		\$1.25	\$36,377
Property Insurance		0.75	21,822
Common Area Maintenance		5.00	145,480
Management Fee	3.00%	0.71	20,513
Condominium Association Fee		1.34	38,886
Replacement Reserves		0.10	2,910
Total Operating Expenses		\$9.14	\$265,988
Operating Expenses Excluding Taxes		\$7.89	\$229,610
Operating Expense Ratio			38.90%
Net Operating Income		\$14.36	\$417,768
OAR		÷	8.50%
As Stabilized Value	December 6, 2025		\$4,914,923
Rounded			\$4,915,000
Lease-Up Discount			(1,559,000)
Leasehold Value of Land			(413,000)
As Is Value	December 6, 2023		\$2,942,923
Rounded			\$2,945,000
Value Per SF			\$101.22
Compiled by CBRE			

Reconciliation of Value

The value indications from the approaches to value are summarized as follows:

SUMMARY OF VALUE CONCLUSIONS					
Appraisal Premise	As of Date	Land Value	Sales Comparison Approach	Income Approach	Reconciled Value
As Is (Pad Site 1)	December 6, 2023	\$738,000			\$705,000
As Is (Pad Site 2)	December 6, 2023	\$272,000			\$270,000
As Is (Pad Site 3)	December 6, 2023	\$146,000			\$150,000
As Is (Pad Site 4)	December 6, 2023	\$439,000			\$385,000
As Is (Office Building)	December 6, 2023		\$3,285,000	\$2,945,000	\$3,000,000
As Is - Land (Office Site Leased Fee)	December 6, 2023	\$833,000			\$835,000
Compiled by CBRE					

In the sales comparison approach, the subject is compared to similar properties that have been sold recently or for which listing prices or offers are known. The sales used in this analysis are considered comparable to the subject, and the required adjustments were based on reasonable and well-supported rationale. In addition, market participants are currently analyzing purchase prices on similar properties as they relate to available substitutes in the market. Therefore, the sales comparison approach is considered to provide a reliable value indication, but has been given secondary emphasis in the final value reconciliation.

The income capitalization approach is applicable to the subject since it is an income producing property leased in the open market. Market participants are primarily analyzing investment properties based on their income generating capability. Therefore, the income capitalization approach is considered a reasonable and substantiated value indicator and has been given primary emphasis in the final value estimate.

Based on the foregoing, the market value of the subject has been concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is (Pad Site 1)	Fee Simple Estate	December 6, 2023	\$705,000
As Is (Pad Site 2)	Fee Simple Estate	December 6, 2023	\$270,000
As Is (Pad Site 3)	Fee Simple Estate	December 6, 2023	\$150,000
As Is (Pad Site 4)	Fee Simple Estate	December 6, 2023	\$385,000
As Is (Office Building)	Leasehold Interest	December 6, 2023	\$3,000,000
As Is - Land (Office Site Leased Fee)	Leased Fee Interest	December 6, 2023	\$835,000
Compiled by CBRE			

ADDITIONAL VALUE CONSIDERATIONS

In addition to the value estimate of the individual parcels as previously presented the client has requested a "bulk" value of the three parcels together.

Bulk Value

With regards to the bulk value, which would reflect one buyer buying all eight (8) individual properties, we have researched national publications/surveys, interviewed area brokers, and reviewed market data.

PUBLISHED INVESTOR SURVEYS

The following is taken from the 3Q2023 RealtyRates.com Developer survey of discount rates throughout the Southeast:

RealtyRates.com DEVELOPER SURVEY - 4th Quarter 2023*						
Southeast - Subdivisions & PUDs						
	Actual Rates			Pro-Forma Rates		
	Min	Max	Avg	Min	Max	Avg
Site-Built Residential	14.62%	31.60%	21.45%	14.03%	30.34%	20.59%
-100 Units	14.62%	27.25%	20.51%	14.03%	26.16%	19.69%
100-500 Units	14.98%	29.97%	21.58%	14.39%	28.77%	20.71%
500+ Units	15.35%	31.33%	21.94%	14.74%	30.08%	21.06%
Mixed Use	15.72%	31.60%	21.77%	15.09%	30.34%	20.90%
Manufactured Housing	14.92%	34.56%	22.95%	14.33%	33.17%	22.03%
-100 Units	14.92%	30.05%	22.04%	14.33%	28.85%	21.15%
100-500 Units	15.30%	33.05%	23.21%	14.68%	31.73%	22.28%
500+ Units	15.67%	34.56%	23.61%	15.04%	33.17%	22.66%
Business Parks	14.91%	32.09%	21.83%	14.31%	30.81%	20.96%
-100 Acres	14.91%	27.90%	20.98%	14.31%	26.79%	20.14%
100-500 Acres	15.28%	30.69%	22.07%	14.67%	29.47%	21.19%
500+ Acres	15.65%	32.09%	22.44%	15.03%	30.81%	21.54%
Industrial Parks	14.98%	27.85%	19.94%	14.38%	26.73%	19.15%
-100 Acres	14.98%	24.21%	19.20%	14.38%	23.25%	18.43%
100-500 Acres	15.35%	26.64%	20.15%	14.74%	25.57%	19.35%
500+ Acres	15.72%	27.85%	20.48%	15.10%	26.73%	19.66%

*3rd Quarter 2023 Data

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NOTE: in our opinion the Southeast survey is more relevant to the Jacksonville market. RealtyRates.com provides a survey for Florida/Caribbean which primarily includes South Florida the Virgin Island and Puerto Rico. As Jacksonville is typically viewed as a secondary market in comparison to Miami, Orland and Tampa, the Southeast survey is considered more applicable.

MARKET PARTICIPANTS

We have interviewed a market participant, familiar with large industrials sales, who indicated a discount of 5% to 10% would be appropriate for the subject if sold as one bulk unit based on the number of parcels.

CONCLUSION

In some instances, a bulk value can result in a higher value due to the increased utility from the combination of sites. However, in the case of the subject, varying ownership structures, along with interior roads and other physical barriers, limit increased utility. As such, any buyer will have to sell or develop each of the parcels separately.

Based on our analysis we have estimated a 10% discount from the combined value indications to be reasonable to entice a single buyer to take on the risk of developing and/or selling all six (6) parcels valued herein. Support for the discount is provided in the following chart:

DISCOUNT RATES		
Investment Type	Rate Range	Average
<i>RealtyRates.com 3Q2021</i>		
Business Parks	14.91% - 27.90%	20.98%
<i>Market Participants</i>		
Confidential / National Brokerage Firm	10.00% - 20.00%	15.00%
CBRE Estimate		15.00%
Compiled by CBRE		

A summary of the bulk value conclusion is presented below:

SUMMARY OF VALUE CONCLUSIONS	
Parcel	Value Conclusion
Pad Site 1	\$705,000
Pad Site 2	\$270,000
Pad Site 3	\$150,000
Pad Site 4	\$385,000
Office Building	\$3,000,000
Office Site	\$835,000
Total Individual Value	\$5,345,000
Less 15% Bulk Value Discount	(\$801,750)
Indicated Bulk Value to a Single Buyer (Rounded)	\$4,545,000
Compiled by CBRE	

Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
 - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
 - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
 - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
 - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
 - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
 - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
 - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
 - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently, nor super-efficiently.
 - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
 - (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.

- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property, nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report and any conclusions stated therein. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or on behalf of the client, property owner or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report and any conclusions stated therein. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including, without limitation, any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. This Report has been prepared in good faith, based on CBRE's current anecdotal and evidence-based views of the commercial real estate market. Although CBRE believes its views reflect market conditions on the date of this Report, they are subject to significant uncertainties and contingencies, many of which are beyond CBRE's control. In addition, many of CBRE's views are opinion and/or projections based on CBRE's subjective analyses of current market circumstances. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections. Further, other firms may have different opinions, projections and analyses, and actual market conditions in the future may cause CBRE's current views to later change or be incorrect. CBRE has no obligation to update its views herein if its opinions, projections, analyses or market circumstances later change.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge including, but not limited to, environmental, social, and governance principles ("ESG"), beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.

10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.
13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.

ADDENDA

Addendum A

LAND SALE DATA SHEETS

Sale

Land - Retail / Commercial

No. 1

Property Name Vacant Commercial Land
 Address Commerce Lake Drive
 St. Augustine, FL 32092
 United States

Government Tax Agency St. Johns
 Govt./Tax ID 0270900031

Site/Government Regulations

	Acres	Square feet
Land Area Net	2.181	95,000
Land Area Gross	2.920	127,195

Site Development Status	Finished
Shape	Irregular
Topography	Level, At Street Grade
Utilities	All Available

Maximum FAR	N/A
Min Land to Bldg Ratio	N/A
Maximum Density	N/A

Frontage Distance/Street	500 ft	Commerce Lake Drive
Frontage Distance/Street	500 ft	Center Place Way

General Plan	N/A
Specific Plan	N/A
Zoning	PUD, Planned Unit Development
Entitlement Status	N/A



Sale Summary

Recorded Buyer	MP CC St. Augustine, FL	Marketing Time	N/A
True Buyer	N/A	Buyer Type	Developer
Recorded Seller	BZ Hospitality, LLC	Seller Type	Developer
True Seller	N/A	Primary Verification	Rep. of Grantor - Judy Gillepse
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	Vacant Land	Date	11/10/2023
Proposed Use	Caliber Colision	Sale Price	\$1,000,000
Listing Broker	N/A	Financing	Cash to Seller
Selling Broker	N/A	Cash Equivalent	\$1,000,000
Doc #	5860/1131	Capital Adjustment	\$0
		Adjusted Price	\$1,000,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
11/2023	Sale	MP CC St. Augustine, FL	BZ Hospitality, LLC	\$1,000,000	\$458,526 / \$10.53
05/2022	Sale	BZ Hospitality, LLC	Jaguar Hotels, Inc.	\$760,000	\$260,274 / \$5.98

Sale

Land - Retail / Commercial

No. 1

Units of Comparison

\$10.53 / sf
\$458,526.30 / ac

N/A / Unit
N/A / Allowable Bldg. Units
N/A / Building Area

Financial

No information recorded

Map & Comments



This is the sale of a commercial site located in the southeastern quadrant of International Golf Parkway and Interstate 95 along Commerce Lake Drive in St. Augustine, FL. The site sold in June 2022 for the development of a hotel. The site was then placed back on the market leading to the current sale in November 2023 for \$1,000,000. The site was purchased for the development of a 15,900 square foot Caliber Collision. The site includes a culvert along the western portion of the site which is considered unusable. The net site area was determined by St. Johns County Property Appraiser GIS mapping.

Property Name WGV Site
 Address 327 West Town Place
 St. Augustine, FL 32092
 United States

Government Tax Agency St. Johns
 Govt./Tax ID 027955-0094

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.990	43,124
Land Area Gross	0.990	43,124

Site Development Status	Semi-Finished
Shape	Rectangular
Topography	Generally Level
Utilities	All Available

Maximum FAR 0.12
 Min Land to Bldg Ratio 8.62:1
 Maximum Density N/A

Frontage Distance/Street 150 ft W. Town Place

General Plan N/A
 Specific Plan N/A
 Zoning PUD (Planned Unit Development)
 Entitlement Status N/A



Sale Summary

Recorded Buyer	KRTR, LLC	Marketing Time	N/A
True Buyer	N/A	Buyer Type	Developer
Recorded Seller	HP/POP, LLC	Seller Type	Developer
True Seller	N/A	Primary Verification	Broker
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	Vacant	Date	10/11/2023
Proposed Use	Veterinary Office	Sale Price	\$587,500
Listing Broker	Jeff Conn, NAI Hallmark	Financing	Cash to Seller
Selling Broker	N/A	Cash Equivalent	\$587,500
Doc #	5840/138	Capital Adjustment	\$0
		Adjusted Price	\$587,500

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
10/2023	Sale	KRTR, LLC	HP/POP, LLC	\$587,500	\$593,434 / \$13.62

Units of Comparison

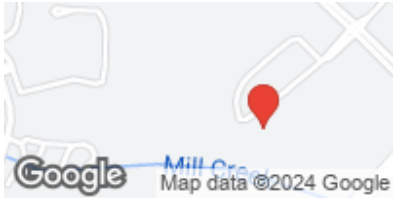
\$13.62 / sf
\$593,434.34 / ac

N/A / Unit
N/A / Allowable Bldg. Units
\$117.50 / Building Area

Financial

No information recorded

Map & Comments



This is the sale of a vacant commercial site within World Golf Village. The site was sold including 5,000 square feet of development rights and impact fee credits in place. According to the selling broker the sale was contingent on approval for veterinary office use.

Property Name Vacant Commercial Land
 Address West Town Place
 St. Augustine, FL 32092
 United States

Government Tax Agency St. Johns
 Govt./Tax ID 0279550091

Site/Government Regulations

	Acres	Square feet
Land Area Net	1.430	62,291
Land Area Gross	1.430	62,291

Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	All public utilities are available

Maximum FAR	N/A
Min Land to Bldg Ratio	N/A
Maximum Density	N/A
Frontage Distance/Street	N/A West Town Place

General Plan	N/A
Specific Plan	N/A
Zoning	PUD (Planned Unit Development)
Entitlement Status	N/A



Sale Summary

Recorded Buyer	Imtiaz Rasul and Rabia Rasul, husband and wife	Marketing Time	N/A
True Buyer	N/A	Buyer Type	End User
Recorded Seller	Oakridge Realty, LLC	Seller Type	Developer
True Seller	N/A	Primary Verification	Brett McKee - IMC - Listing Broker
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	Vacant Land	Date	5/10/2022
Proposed Use	Medical Office	Sale Price	\$865,000
Listing Broker	Brett McKee - IMC (904) 737-8846	Financing	Cash to Seller
Selling Broker	N/A	Cash Equivalent	\$865,000
Doc #	5556/1092	Capital Adjustment	\$0
		Adjusted Price	\$865,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
05/2022	Sale	Imtiaz Rasul and Rabia Rasul, husband and wife	Oakridge Realty, LLC	\$865,000	\$604,895 / \$13.89

Sale

Land - Office

No. 3

Units of Comparison

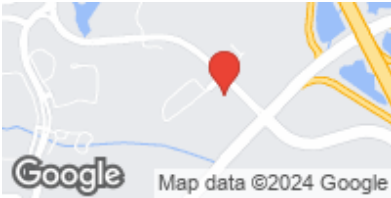
\$13.89 / sf
\$604,895.10 / ac

N/A / Unit
N/A / Allowable Bldg. Units
N/A / Building Area

Financial

No information recorded

Map & Comments



This is the sale of a vacant commercial land parcel located within the World Golf Village in St. Augustine, St. Johns County, Florida. The property was vacant at the time of sale and was purchased for the development of a medical office. The property will benefit from off-site stormwater retention. The site previously sold for \$640,000 in March 2020 with a daycare as the proposed use. This shows a 16% annual increase in sales price.

Sale

Land - Retail / Commercial

No. 4

Property Name Vacant Commercial Land - World Golf Village
 Address Center Place Way
 St. Augustine, FL 32095
 United States

Government Tax Agency St. Johns
 Govt./Tax ID 0278700053

Site/Government Regulations

	Acres	Square feet
Land Area Net	2.830	123,275
Land Area Gross	2.830	123,275

Site Development Status	Raw
Shape	Irregular
Topography	Generally Level
Utilities	All Available

Maximum FAR	N/A
Min Land to Bldg Ratio	N/A
Maximum Density	N/A

Frontage Distance/Street	160 ft Center Place Way
Frontage Distance/Street	300 ft Interstate 95

General Plan	N/A
Specific Plan	N/A
Zoning	PUD (Planned Unit Development)
Entitlement Status	N/A



Sale Summary

Recorded Buyer	Goldco National Holdings, LLC	Marketing Time	25 Month(s)
True Buyer	N/A	Buyer Type	Developer
Recorded Seller	Saint Johns MD, LLC	Seller Type	Private Investor
True Seller	N/A	Primary Verification	CoStar, Listing Brokerage

Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	Vacant	Date	4/13/2022
Proposed Use	Unknown	Sale Price	\$1,602,575
Listing Broker	Ron Palmer, 904-540-8887	Financing	Cash to Seller
Selling Broker	N/A	Cash Equivalent	\$1,602,575
Doc #	5547/1034	Capital Adjustment	\$0
		Adjusted Price	\$1,602,575

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
04/2022	Sale	Goldco National Holdings, LLC	Saint Johns MD, LLC	\$1,602,575	\$566,281 / \$13.00

Sale**Land - Retail / Commercial****No. 4****Units of Comparison**

\$13.00 / sf
\$566,280.92 / ac

N/A / Unit
N/A / Allowable Bldg. Units
N/A / Building Area

Financial**No information recorded****Map & Comments**

This is the sale of a commercial site located in the Southeast quadrant of International Golf Parkway and Interstate 95 along Center Place Way. The site benefits from off-site retention and Interstate 95 frontage. The exact plans for the site were unavailable but entitlements were in place for either office, retail, or industrial uses.

Addendum B

IMPROVED SALE DATA SHEETS

Property Name Island Doctors
 Address 1000 Plantation Island Dr.
 St. Augustine, FL 32080
 United States

Government Tax Agency St. John's
 Govt./Tax ID 162220-0130

Site/Government Regulations

	Acres	Square feet
Land Area Net	1.130	49,223
Land Area Gross	1.130	49,223

Site Development Status	Finished
Shape	Rectangular
Topography	Generally Level
Utilities	All Available

Maximum Floor Area N/A
 Maximum FAR N/A
 Actual FAR 0.34

Frontage Distance/Street 175 ft Plantation Island Drive South

Zoning N/A
 General Plan N/A



Improvements

Gross Building Area	16,877 sf	Floor Count	2
Net Rentable Area (NRA)	15,700 sf	Parking Type	Surface
Usable Area	N/A	Parking Ratio	0.00/1,000 sf
Load Factor	N/A	Condition	Good
Status	Existing	Exterior Finish	Stucco
Occupancy Type	Multi-tenant	Investment Class	N/A
Year Built	2008	Number of Buildings	N/A
Year Renovated	N/A		
Amenities	N/A		

Sale Summary

Recorded Buyer	1000 PID, LLC	Marketing Time	N/A
True Buyer	N/A	Buyer Type	Private Investor
Recorded Seller	St. Augustine Medical Center, LLC	Seller Type	Private Investor
True Seller	N/A	Primary Verification	Marketing Materials, Public Records
Interest Transferred	Leased Fee	Type	Sale
Current Use	Medical Office	Date	4/27/2023
Proposed Use	Medical Office	Sale Price	\$3,703,900
Listing Broker	N/A	Financing	Cash to Seller
Selling Broker	N/A	Cash Equivalent	\$3,703,900
Doc #	5549/18	Capital Adjustment	\$0
		Adjusted Price	\$3,703,900

Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Cash Equivalent Price/sf</u>
04/2023	Sale	1000 PID, LLC	St. Augustine Medical Center, LLC	\$3,703,900	\$235.92

Units of Comparison

Static Analysis Method	Trailing Actuals	Eff Gross Inc Mult (EGIM)	N/A
Buyer's Primary Analysis	Price and Capitalization Analyses	Op Exp Ratio (OER)	N/A
Net Initial Yield/Cap. Rate	6.57%	Adjusted Price / sf	\$235.92
Projected IRR	N/A	Wtd. Avg. Lease Expiry	N/A
Actual Occupancy at Sale	86%		

Financial

	Trailing Actuals
Revenue Type	
Period Ending	4/1/2022
Source	Broker
Price	\$3,703,900
Potential Gross Income	N/A
Economic Occupancy	N/A
Economic Loss	N/A
Effective Gross Income	N/A
Expenses	N/A
Net Operating Income	\$243,290
NOI / sf	\$15.50
NOI / Unit	N/A
EGIM	N/A
OER	N/A
Net Initial Yield/Cap. Rate	6.57%

Map & Comments



This is the sale of a multi-tenant medical office building located along Plantation Island Drive in St. Augustine, FL. The building was reported to be 86.1% occupied at the time of sale with primary tenants including Aschi Heart and Vascular Center and Precision Imaging. The property sold for \$3,703,900 with a 6.57% capitalization rate. The property was marketed at \$3,800,000 prior to goign under contract. The building is back on the market with a listing price of \$5,000,000.

Property Name Moultrie Place Office
 Address 2450 Old Moultrie Road
 St. Augustine, FL 32086
 United States

Government Tax Agency St. Johns
 Govt./Tax ID 162420-0000

Site/Government Regulations

	Acres	Square feet
Land Area Net	1.360	59,242
Land Area Gross	1.360	59,242

Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	All Available

Maximum Floor Area N/A
 Maximum FAR N/A
 Actual FAR 0.32

Frontage Distance/Street 195 ft Old Moultrie Rd

Zoning PUD
 General Plan Office

**Improvements**

Gross Building Area	19,110 sf	Floor Count	2
Net Rentable Area (NRA)	14,926 sf	Parking Type	Surface
Usable Area	N/A	Parking Ratio	3.35/1,000 sf
Load Factor	N/A	Condition	Good
Status	Existing	Exterior Finish	Stucco
Occupancy Type	Multi-tenant	Investment Class	C
Year Built	1999	Number of Buildings	2
Year Renovated	2007		
Amenities	N/A		

Sale Summary

Recorded Buyer	3929 Thurman Road, LLC	Marketing Time	1 Month(s)
True Buyer	N/A	Buyer Type	Private Investor
Recorded Seller	David & Catherine Mancino	Seller Type	Private Investor
True Seller	N/A	Primary Verification	Broker, CoStar, Public Records

Interest Transferred	Leased Fee
Current Use	Office
Proposed Use	Office
Listing Broker	Joe Hatin, 904-802-0882
Selling Broker	N/A
Doc #	N/A

Type	Sale
Date	2/25/2022
Sale Price	\$3,000,000
Financing	Cash to Seller
Cash Equivalent	\$3,000,000
Capital Adjustment	\$0
Adjusted Price	\$3,000,000

Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Cash Equivalent Price/sf</u>
02/2022	Sale	3929 Thurman Road, LLC	David & Catherine Mancino	\$3,000,000	\$200.99

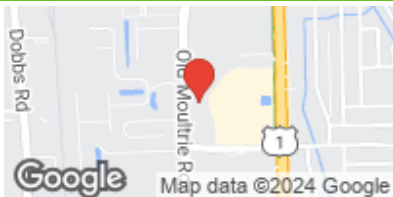
Units of Comparison

Static Analysis Method	Trailing Actuals	Eff Gross Inc Mult (EGIM)	N/A
Buyer's Primary Analysis	Yield Capitalization Analysis	Op Exp Ratio (OER)	N/A
Net Initial Yield/Cap. Rate	7.50%	Adjusted Price / sf	\$200.99
Projected IRR	N/A	Wtd. Avg. Lease Expiry	N/A
Actual Occupancy at Sale	97%		

Financial

	Trailing Actuals
Revenue Type	
Period Ending	2/1/2022
Source	Broker
Price	\$3,000,000
Potential Gross Income	N/A
Economic Occupancy	N/A
Economic Loss	N/A
Effective Gross Income	N/A
Expenses	N/A
Net Operating Income	\$225,000
NOI / sf	\$15.07
NOI / Unit	N/A
EGIM	N/A
OER	N/A
Net Initial Yield/Cap. Rate	7.50%

Map & Comments



This is the sale of a two-building office property located along Old Moultrie Road in St. Augustine, FL. According to the listing broker the property was listed at \$2,700,000, but received multiple offers with a cash buyer making an offer of \$3,000,000 which was accepted. The property includes a 2 bedroom/2 bathroom live/work space which was occupied by a typical office user. The property had one small vacant suite at the time of sale and closed at an approximate 7.5% capitalization rate based on income in-place.

Property Name American Culinary Building
 Address 180 Center Place Way
 St Augustine, FL 32095
 United States

Government Tax Agency St. Johns
 Govt./Tax ID 027090-0042

Site/Government Regulations

	Acres	Square feet
Land Area Net	1.560	67,954
Land Area Gross	1.560	67,954

Site Development Status	Finished
Shape	Triangular
Topography	Level, At Street Grade
Utilities	All Available

Maximum Floor Area N/A
 Maximum FAR N/A
 Actual FAR 0.14

Frontage Distance/Street	250 ft	Center Place Way
Frontage Distance/Street	475 ft	Commerce Lake Drive

Zoning CG (Commercial General)
 General Plan N/A

**Improvements**

Gross Building Area	9,822 sf	Floor Count	1
Gross Leasable Area (GLA)	9,822 sf	Parking Type	Surface
Usable Area	N/A	Parking Ratio	4.48/1,000 sf
Load Factor	N/A	Condition	Good
Status	Existing	Exterior Finish	Stucco
Occupancy Type	Owner/User	Investment Class	B
Year Built	2004	Number of Buildings	1
Year Renovated	N/A		
Amenities	N/A		

Sale Summary

Recorded Buyer	N/A	Marketing Time	1 Month(s)
True Buyer	Autism Empire, LLC	Buyer Type	End User
Recorded Seller	American Culinary Federation, LLC	Seller Type	End User
True Seller	N/A	Primary Verification	Contract, Prior Appraisal

Interest Transferred	Fee Simple/Freehold
Current Use	Office
Proposed Use	Office
Listing Broker	N/A
Selling Broker	Colin Nicholson
Doc #	5339/94

Type	Sale
Date	8/6/2021
Sale Price	\$1,895,000
Financing	Cash to Seller
Cash Equivalent	\$1,895,000
Capital Adjustment	\$-30,000
Adjusted Price	\$1,865,000

Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Cash Equivalent Price/sf</u>
08/2021	Sale	N/A	American Culinary Federation, LLC	\$1,895,000	\$192.93

Units of Comparison

Static Analysis Method	N/A	Eff Gross Inc Mult (EGIM)	N/A
Buyer's Primary Analysis	Price (Primary Unit of Comparison)	Op Exp Ratio (OER)	N/A
Net Initial Yield/Cap. Rate	N/A	Adjusted Price / sf	\$189.88
Projected IRR	N/A	Wtd. Avg. Lease Expiry	N/A
Actual Occupancy at Sale	100%		

Financial

No information recorded

Map & Comments



This is the sale of a single-tenant office building located within World Commerce Center in St. Augustine, St. Johns County, Florida. The building is being purchased for use as an owner-occupied Autism clinic. The building includes 1,054 square feet of semi-finished space that was previously used as a mail room. The sales price includes approximately \$30,000 worth of FF&E that was included in the sale. We have deducted this amount to result in our adjusted sales price.

Property Name DLP Building
 Address 405 Golfway Drive
 St. Augustine, FL 32095
 United States

Government Tax Agency St. Johns
 Govt./Tax ID 027020-0030

Site/Government Regulations

	Acres	Square feet
Land Area Net	4.280	186,437
Land Area Gross	4.280	186,437

Site Development Status	Finished
Shape	Rectangular
Topography	Generally Level
Utilities	All Available

Maximum Floor Area N/A
 Maximum FAR N/A
 Actual FAR 0.39

Zoning PUD (Planned Unit Development)
 General Plan N/A



Improvements

Gross Building Area	72,184 sf	Floor Count	3
Net Rentable Area (NRA)	71,968 sf	Parking Type	Surface
Usable Area	N/A	Parking Ratio	6.95/1,000 sf
Load Factor	N/A	Condition	Average
Status	Existing	Exterior Finish	Stucco
Occupancy Type	Multi-tenant	Investment Class	N/A
Year Built	2001	Number of Buildings	1
Year Renovated	N/A		
Amenities	N/A		

Sale Summary

Recorded Buyer	DLP HQ, LLC	Marketing Time	N/A
True Buyer	N/A	Buyer Type	End User
Recorded Seller	Mick Vorbeck	Seller Type	Private Investor
True Seller	N/A	Primary Verification	Broker, CoStar

Interest Transferred	Leased Fee
Current Use	Office
Proposed Use	Office
Listing Broker	Jack Garnett, 904-855-8800
Selling Broker	N/A
Doc #	5358/598

Type	Sale
Date	6/4/2021
Sale Price	\$8,250,000
Financing	Cash to Seller
Cash Equivalent	\$8,250,000
Capital Adjustment	\$0
Adjusted Price	\$8,250,000

Sale**Office - Multi Tenant****No. 4****Transaction Summary plus Five-Year CBRE View History**

Transaction Date	Transaction Type	Buyer	Seller	Price	Cash Equivalent Price/sf
06/2021	Sale	DLP HQ, LLC	Mick Vorbeck	\$8,250,000	\$114.63

Units of Comparison

Static Analysis Method	N/A	Eff Gross Inc Mult (EGIM)	N/A
Buyer's Primary Analysis	Price and Capitalization Analyses	Op Exp Ratio (OER)	N/A
Net Initial Yield/Cap. Rate	N/A	Adjusted Price / sf	\$114.63
Projected IRR	N/A	Wtd. Avg. Lease Expiry	N/A
Actual Occupancy at Sale	56%		

Financial**No information recorded****Map & Comments**

This is the sale of a multi-tenant office building located in the northeast quadrant of Interstate 95 and International Golf Parkway in St. Augustine, FL. The building was purchased to be approximately one-third owner-occupied with the remaining tenant occupied. While the broker could confirm vacancy, no other financial details were available. Space is currently available for lease at \$25.00 per square foot on a Full Service basis.

Property Name Southpark Medical Office
 Address 150 SouthPark Boulevard
 Saint Augustine, FL 32086
 United States

Government Tax Agency St. Johns
 Govt./Tax ID 135121-0218

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.250	10,890
Land Area Gross	0.250	10,890

Site Development Status	Finished
Shape	Irregular
Topography	Level, At Street Grade
Utilities	All Available

Maximum Floor Area N/A
 Maximum FAR N/A
 Actual FAR 1.18

Frontage Distance/Street 140 ft Southpark Boulevard

Zoning CG (Commercial General)
 General Plan N/A

**Improvements**

Gross Building Area	12,888 sf	Floor Count	2
Net Rentable Area (NRA)	11,000 sf	Parking Type	Surface
Usable Area	N/A	Parking Ratio	0.00/1,000 sf
Load Factor	N/A	Condition	Good
Status	Existing	Exterior Finish	EIFS
Occupancy Type	Multi-tenant	Investment Class	B
Year Built	1989	Number of Buildings	1
Year Renovated	N/A		
Amenities	N/A		

Sale Summary

Recorded Buyer	N/A	Marketing Time	3 Month(s)
True Buyer	DELA Flo Holdings, LLC	Buyer Type	Private Investor
Recorded Seller	150 Southpark Cir Land Trust	Seller Type	Private Investor
True Seller	N/A	Primary Verification	Contract, Prior Appraisal

Interest Transferred	Leased Fee
Current Use	Medical Office
Proposed Use	Medical Office
Listing Broker	N/A
Selling Broker	N/A
Doc #	5151/267

Type	Sale
Date	1/8/2021
Sale Price	\$1,599,000
Financing	Cash to Seller
Cash Equivalent	\$1,599,000
Capital Adjustment	\$0
Adjusted Price	\$1,599,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Cash Equivalent Price/sf
01/2021	Sale	N/A	150 Southpark Cir Land Trust	\$1,599,000	\$145.36

Units of Comparison

Static Analysis Method	Pro Forma (Stabilized)	Eff Gross Inc Mult (EGIM)	8.66
Buyer's Primary Analysis	Price and Capitalization Analyses	Op Exp Ratio (OER)	28.63%
Net Initial Yield/Cap. Rate	8.24%	Adjusted Price / sf	\$145.36
Projected IRR	N/A	Wtd. Avg. Lease Expiry	N/A
Actual Occupancy at Sale	94%		

Financial

	Pro Forma Stabilized
Revenue Type	
Period Ending	12/1/2020
Source	Appraiser
Price	\$1,599,000
Potential Gross Income	\$196,321
Economic Occupancy	94%
Economic Loss	\$11,779
Effective Gross Income	\$184,542
Expenses	\$52,843
Net Operating Income	\$131,699
NOI / sf	\$11.97
NOI / Suite	\$11,973
EGIM	8.66
OER	28.63%
Net Initial Yield/Cap. Rate	8.24%

Map & Comments



This is the sale of a multi-tenant medical office building located along Southpark Boulevard in St. Augustine, St. Johns County, Florida. The building is part of Southpoint Medical Office Park and shares common areas and parking. The building is comprised of five tenant suites ranging from 1,174 to 3,038 square feet and five executive suites ranging from 270 to 670 square feet.

Addendum C

RENT COMPARABLE DATA SHEETS

Comparable**Office - Multi Tenant****No. 1**

Property Name Gateway Commons
 Address 475 W. Town Place
 St. Augustine, FL 32092
 United States

Government Tax Agency St. Johns
 Govt./Tax ID 027955-0090

Site/Government Regulations

	Acres	Square feet
Land Area Net	2.390	104,108
Land Area Gross	2.390	104,108

Site Development Status	Finished
Shape	L Shaped
Topography	Generally Level
Utilities	All Available

Maximum Floor Area N/A
 Maximum FAR N/A
 Actual FAR 0.48

Frontage Distance/Street	200 ft W. Town Place
Frontage Distance/Street	310 ft WGV Blvd

Zoning PUD (Planned Unit Development)
 General Plan N/A

**Improvements**

Primary Building Area	N/A	Floor Count	2
Net Rentable Area (NRA)	50,188 sf	Parking Type	Surface
Usable Area	N/A	Parking Ratio	4.98/1,000 sf
Load Factor	N/A	Condition	Average
Status	Existing	Exterior Finish	Stucco
Occupancy Type	Multi-tenant	Investment Class	N/A
Year Built	2000	Number of Buildings	1
Year Renovated	N/A		
Amenities	N/A		

Contact

Recorded Owner	N/A	Leasing Agent	N/A
True Owner	N/A	Company	N/A

Rental Survey

Occupancy	93%	Tenant Size	137 - 2,169 sf
Reimbursements	Full Service	Lease Term	N/A
Rent Changes/Steps	N/A	Annual Base Rent	\$24.00 - \$24.00 per sf
Survey Date	01/2024	Free Rent	N/A
Survey Notes	N/A	TI Allowance	N/A
		Reimbursement Amount	N/A
		Total Oper. & Fixed Exp.	N/A

Actual Leases

<u>Tenant Name</u>	<u>Tenancy Use Type</u>	<u>Size (sf)</u>	<u>Term (Mo.)</u>	<u>Type of Lease</u>	<u>Start Date</u>	<u>Annual Base Rate per sf</u>	<u>Reimbs.</u>	<u>Rent Changes / Steps</u>	<u>Free Rent (Mo.)</u>	<u>TI Allowance per sf</u>
N/A	N/A	1,934	36	New	2/1/2023	\$23.50	Full Service	3% Annually	N/A	N/A
Asking	Office	3,533	N/A	Speculative	N/A	\$24.00	Full Service	3% Annually	N/A	N/A

Map & Comments



This is the asking lease rate for professional office space with Gateway Commons located within World Golf Village in St. Augustine, FL. The building includes a mix of typical and executive office suites. The quoted rate is for typical office suite space.

Comparable**Office - Multi Tenant****No. 2**

Property Name Enterprise Building
 Address 101 E Town Place
 St. Augustine, FL 32092
 United States

Government Tax Agency St. Johns
 Govt./Tax ID 027955-0083

Site/Government Regulations

	Acres	Square feet
Land Area Net	2.010	87,556
Land Area Gross	2.010	87,556

Site Development Status	Raw
Shape	Rectangular
Topography	Generally Level
Utilities	All Available

Maximum Floor Area N/A
 Maximum FAR N/A
 Actual FAR 0.38

Frontage Distance/Street	340 ft E Town Place
Frontage Distance/Street	275 ft WGV Boulevard

Zoning PUD (Planned Unit Development)
 General Plan N/A

**Improvements**

Primary Building Area	33,468 sf	Floor Count	2
Gross Leasable Area (GLA)	31,641 sf	Parking Type	Surface
Usable Area	N/A	Parking Ratio	3.00/1,000 sf
Load Factor	N/A	Condition	Average
Status	Existing	Exterior Finish	Stucco
Occupancy Type	Multi-tenant	Investment Class	B
Year Built	1997	Number of Buildings	1
Year Renovated	N/A		
Amenities	N/A		

Contact

Recorded Owner	N/A	Leasing Agent	N/A
True Owner	N/A	Company	N/A

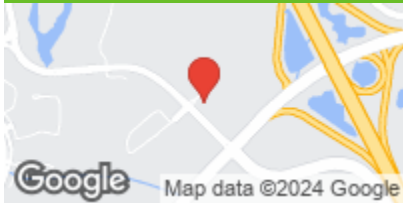
Rental Survey

Occupancy	93%	Tenant Size	185 - 2,587 sf
Reimbursements	Full Service	Lease Term	N/A
Rent Changes/Steps	N/A	Annual Base Rent	\$24.00 - \$24.00 per sf
Survey Date	01/2024	Free Rent	N/A
Survey Notes	N/A	TI Allowance	N/A
		Reimbursement Amount	N/A
		Total Oper. & Fixed Exp.	N/A

Actual Leases

<u>Tenant Name</u>	<u>Tenancy Use Type</u>	<u>Size (sf)</u>	<u>Term (Mo.)</u>	<u>Type of Lease</u>	<u>Start Date</u>	<u>Annual Base Rate per sf</u>	<u>Reimbs.</u>	<u>Rent Changes / Steps</u>	<u>Free Rent (Mo.)</u>	<u>TI Allowance per sf</u>
N/A	Office	2,118	60	New	4/1/2023	\$21.00	Full Service	3% Annually	N/A	N/A
N/A	Office	1,304	60	New	4/1/2023	\$21.00	Full Service	3% Annually	N/A	N/A
Asking	Office	2,211	60	Speculative	N/A	\$24.00	Full Service	3% Annually	N/A	N/A

Map & Comments



These are the current asking rates within Enterprise Center located within World Golf Village in St. Augustine, FL. The building includes typical office suites and executive suites.

Property Name DLP Building
 Address 405 Golfway Drive
 St. Augustine, FL 32095
 United States

Government Tax Agency St. Johns
 Govt./Tax ID 027020-0030

Site/Government Regulations

	Acres	Square feet
Land Area Net	4.280	186,437
Land Area Gross	4.280	186,437

Site Development Status	Finished
Shape	Rectangular
Topography	Generally Level
Utilities	All Available

Maximum Floor Area N/A
 Maximum FAR N/A
 Actual FAR 0.39

Zoning PUD (Planned Unit Development)
 General Plan N/A



Improvements

Primary Building Area	N/A	Floor Count	3
Net Rentable Area (NRA)	71,968 sf	Parking Type	Surface
Usable Area	N/A	Parking Ratio	6.95/1,000 sf
Load Factor	N/A	Condition	Average
Status	Existing	Exterior Finish	Stucco
Occupancy Type	Multi-tenant	Investment Class	N/A
Year Built	2001	Number of Buildings	1
Year Renovated	N/A		
Amenities	N/A		

Contact

Recorded Owner	N/A	Leasing Agent	N/A
True Owner	N/A	Company	N/A

Rental Survey

Occupancy	90%	Tenant Size	80 - 13,200 sf
Reimbursements	Full Service	Lease Term	120 Mo(s).
Rent Changes/Steps	3% Annually	Annual Base Rent	\$25.00 - \$25.00 per sf
Survey Date	01/2024	Free Rent	N/A
Survey Notes	N/A	TI Allowance	\$30.00 - \$30.00 per sf
		Reimbursement Amount	N/A
		Total Oper. & Fixed Exp.	N/A

Actual Leases

<u>Tenant Name</u>	<u>Tenancy Use Type</u>	<u>Size (sf)</u>	<u>Term (Mo.)</u>	<u>Type of Lease</u>	<u>Start Date</u>	<u>Annual Base Rate per sf</u>	<u>Reimbs.</u>	<u>Rent Changes / Steps</u>	<u>Free Rent (Mo.)</u>	<u>TI Allowance per sf</u>
N/A	Office	2,760	N/A	New	7/29/2023	\$30.00	Full Service	3% Annually	N/A	\$30.00
N/A	Office	13,200	120	N/A	4/1/2023	\$22.00	Full Service	3% Annually	N/A	N/A
Asking	Office	N/A	N/A	Speculative	N/A	\$25.00	Full Service	3% Annually	N/A	N/A

Map & Comments



These are the current asking rates within the DLP Building located in the northeast quadrant of Interstate 95 and International Golf Parkway in St. Augustine, FL. The building is partially owner-occupied by DLP with the remaining space divided between typical tenant suites and executive suites.

Property Name World Golf Village
 Address 275, 335, 425, 455 S. Legacy Trail
 St Augustine, FL 32092
 United States

Government Tax Agency N/A
 Govt./Tax ID Multiple

Site/Government Regulations

	Acres	Square feet
Land Area Net	1.371	59,726
Land Area Gross	2.040	88,862

Site Development Status	Finished
Shape	Irregular
Topography	Generally Level
Utilities	All

Maximum Floor Area N/A
 Maximum FAR N/A
 Actual FAR 0.84

Zoning PUD
 General Plan N/A



Improvements

Primary Building Area	50,321 sf	Floor Count	1
Gross Leasable Area (GLA)	48,947 sf	Parking Type	Surface
Usable Area	N/A	Parking Ratio	7.15/1,000 sf
Load Factor	N/A	Condition	Average
Status	Existing	Exterior Finish	Stucco
Occupancy Type	N/A	Investment Class	N/A
Year Built	1999	Number of Buildings	4
Year Renovated	N/A		
Amenities	N/A		

Contact

Recorded Owner	N/A	Leasing Agent	N/A
True Owner	N/A	Company	N/A

Rental Survey

Occupancy	100%	Tenant Size	3,218 - 10,208 sf
Reimbursements	NNN	Lease Term	61 - 120 Mo(s).
Rent Changes/Steps	N/A	Annual Base Rent	\$12.00 - \$21.63 per sf
Survey Date	12/2023	Free Rent	N/A
Survey Notes	N/A	TI Allowance	N/A
		Reimbursement Amount	\$5.25 per sf
		Total Oper. & Fixed Exp.	N/A

Actual Leases

<u>Tenant Name</u>	<u>Tenancy Use Type</u>	<u>Size (sf)</u>	<u>Term (Mo.)</u>	<u>Type of Lease</u>	<u>Start Date</u>	<u>Annual Base Rate per sf</u>	<u>Reimbs.</u>	<u>Rent Changes / Steps</u>	<u>Free Rent (Mo.)</u>	<u>TI Allowance per sf</u>
Bluegreen Vacations	Office	8,668	73	New	8/1/2022	\$15.00	NNN	N/A	N/A	N/A

Map & Comments



These are the lease rates within World Golf Village in St. Augustine, FL. The property is located in the northwest quadrant of Interstate 95 and International Golf Parkway, but suffers from poor access. The property consists of four retail/office buildings with shared parking within the surrounding development. The facility is currently 100% occupied.

Property Name Chase Bank - Ground Lease
 Address 426 Durbin Pavilion Drive
 St Johns, FL 32259
 United States

Government Tax Agency St. Johns
 Govt./Tax ID 0235400033

Site/Government Regulations

	Acres	Square feet
Land Area Net	1.000	43,560
Land Area Gross	1.000	43,560
Excess Land Area	0.000	0



Site Development Status	Finished
Shape	Irregular
Topography	Level, At Street Grade
Utilities	At Site

Maximum Floor Area N/A
 Maximum FAR N/A
 Actual FAR 0.08

Frontage Distance/Street	175 ft Durbin Pavilion Drive
Frontage Distance/Street	175 ft Race Track Road

Zoning PUD
 General Plan N/A

Improvements

Gross Leasable Area (GLA)	43,560 sf	Floor Count	N/A
Status	Existing	Parking Type	Surface
Occupancy Type	Single Tenant	Parking Ratio	0.00/1,000 sf
Year Built	2018	Condition	Average
Year Renovated	N/A	Exterior Finish	Masonry
Total Anchor Rentable Area	N/A	Number of Buildings	1
Total In Line Rentable Area	N/A		
Anchor	N/A		
Junior Anchor	N/A		
National	N/A		

Contact

Recorded Owner	N/A	Leasing Agent	N/A
True Owner	N/A	Company	N/A

Rental Survey

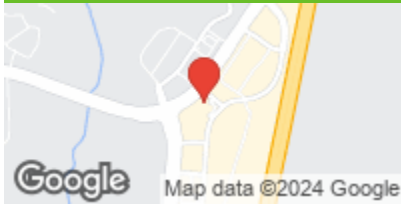
Occupancy	100%
In Line Retail Occupancy	N/A
Reimbursements	Absolute Net
Rent Changes/Steps	Years 6-10 = \$132,000, Ye
Survey Date	12/2022
Survey Notes	Bobby Bennett - Gatlin Development (904-580-5081)

Tenant Size	43,560 sf
Lease Term	240 Mo(s).
Annual Base Rent	\$2.75 per sf
Free Rent	N/A
TI Allowance	N/A
Reimbursement Amount	N/A
Total Oper. & Fixed Exp.	N/A

Actual Leases

<u>Tenant Name</u>	<u>Tenancy Use Type</u>	<u>Size (sf)</u>	<u>Term (Mo.)</u>	<u>Type of Lease</u>	<u>Start Date</u>	<u>Annual Base Rate per sf</u>	<u>Reimbs.</u>	<u>Rent Changes / Steps</u>	<u>Free Rent (Mo.)</u>	<u>TI Allowance per sf</u>
Chase	Retail	43,560	240	New	11/22/2018	\$2.75	Absolute Net	See Comments	N/A	N/A

Map & Comments



This comparable represents a ground lease for Chase Bank located at 426 Durbin Pavilion Drive in St John's, Florida. 426 Durbin Pavilion Drive. The site is 43,560-square feet being rented at \$2.75 per square foot for an annual rent of \$120,000. The lease was signed in November of 2018 and consists of 240 months with with escalations as follows: Years 6-10 = \$132,000, Years 11-15 = \$145,000, Years 16-20 = \$159,000.

Comparable Retail - Convenience Store / Service Station No. 10

Property Name Wawa Ground Lease
 Address 2222 State Road 16
 St. Augustine, FL 32084
 United States

Government Tax Agency N/A
 Govt./Tax ID 086630 0096

Site/Government Regulations

	Acres	Square feet
Land Area Net	3.611	157,282
Land Area Gross	3.611	157,282
Excess Land Area	N/A	N/A

Site Development Status	Semi-Finished
Shape	Irregular
Topography	Level, At Street Grade
Utilities	All Available

Maximum Floor Area N/A
 Maximum FAR N/A
 Actual FAR 0.04

Frontage Distance/Street	330 ft SR 16
Frontage Distance/Street	800 ft Inman Road

Zoning CG; Commercial General
 General Plan N/A



Improvements

Net Rentable Area (NRA)	157,282 sf	Floor Count	1
Status	Existing	Parking Type	Surface
Occupancy Type	Single Tenant	Parking Ratio	0.34/1,000 sf
Year Built	2021	Condition	Good
Year Renovated	N/A	Exterior Finish	Masonry
Total Anchor Rentable Area	N/A	Number of Buildings	1
Total In Line Rentable Area	N/A		
Anchor	N/A		
Junior Anchor	N/A		
National	N/A		

Contact

Recorded Owner	N/A	Leasing Agent	N/A
True Owner	N/A	Company	N/A

Rental Survey

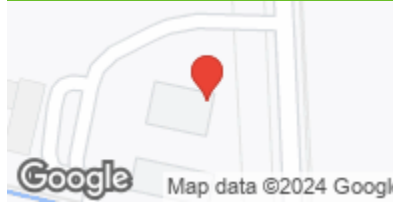
Occupancy	100%	Tenant Size	157,282 sf
In Line Retail Occupancy	100%	Lease Term	240 Mo(s).
Reimbursements	Absolute Net	Annual Base Rent	\$1.34 per sf
Rent Changes/Steps	5% every five years	Free Rent	N/A
Survey Date	03/2023	TI Allowance	N/A
Survey Notes	N/A	Reimbursement Amount	N/A
		Total Oper. & Fixed Exp.	N/A

Comparable Retail - Convenience Store / Service Station No. 10

Actual Leases

<u>Tenant Name</u>	<u>Tenancy Use Type</u>	<u>Size (sf)</u>	<u>Term (Mo.)</u>	<u>Type of Lease</u>	<u>Start Date</u>	<u>Annual Base Rate per sf</u>	<u>Reimbs.</u>	<u>Rent Changes / Steps</u>	<u>Free Rent (Mo.)</u>	<u>TI Allowance per sf</u>
Wawa	Retail	157,282	240	New	6/1/2021	\$1.34	Absolute Net	5% every five years	N/A	N/A

Map & Comments



This comparable is a 3.617-acre site located at the northwestern corner of State Road 16 and Inmand Road just east of Interstate 95 in St. Augustine, St. Johns County, Florida. The location is proximate the St. Augustine Outlets and several other interstate exit gas stations and restaurants. The tenant has been delivered the site though has been delayed in beginning construction with rent expected to begin in June 2021. The ground lease is for a term of 20-years structured on an absolute net basis with base annual rent of \$210,000, or \$1.34 per square foot with escalations in Years 11 (\$220,500) and Years 16 (\$231,525). The tenant is also provided six (6) five-year renewal options. The rent on a per building area basis equates to \$35.00/psf.

Comparable

Retail - Misc. Freestanding Retail

No. 11

Property Name Dunkin Donuts Ground Lease
 Address 1620 County Rd 210
 Jacksonville, FL 32259
 United States

Government Tax Agency N/A
 Govt./Tax ID N/A

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.983	42,800
Land Area Gross	0.983	42,800
Excess Land Area	N/A	N/A

Site Development Status	Raw
Shape	Rectangular
Topography	Generally Level
Utilities	All Available

Maximum Floor Area	N/A
Maximum FAR	N/A
Actual FAR	0.03

Frontage Distance/Street	147 ft County Road 210 West
--------------------------	-----------------------------

Zoning PUD (Planned Unit Development)
 General Plan N/A



Improvements

Gross Leasable Area (GLA)	N/A	Floor Count	1
Status	Existing	Parking Type	Surface
Occupancy Type	Single Tenant	Parking Ratio	N/A
Year Built	2021	Condition	New
Year Renovated	N/A	Exterior Finish	Stucco
Total Anchor Rentable Area	N/A	Number of Buildings	N/A
Total In Line Rentable Area	N/A		
Anchor	N/A		
Junior Anchor	N/A		
National	N/A		

Contact

Recorded Owner	N/A	Leasing Agent	N/A
True Owner	N/A	Company	N/A

Rental Survey

Occupancy	100%	Tenant Size	42,800 - 42,800 sf
In Line Retail Occupancy	N/A	Lease Term	240 - 240 Mo(s).
Reimbursements	Absolute Net	Annual Base Rent	\$1.99 - \$1.99 per sf
Rent Changes/Steps	None	Free Rent	N/A
Survey Date	07/2023	TI Allowance	N/A
Survey Notes	N/A	Reimbursement Amount	N/A
		Total Oper. & Fixed Exp.	N/A

Actual Leases

<u>Tenant Name</u>	<u>Tenancy Use Type</u>	<u>Size (sf)</u>	<u>Term (Mo.)</u>	<u>Type of Lease</u>	<u>Start Date</u>	<u>Annual Base Rate per sf</u>	<u>Reimbs.</u>	<u>Rent Changes / Steps</u>	<u>Free Rent (Mo.)</u>	<u>TI Allowance per sf</u>
210 Donuts, LLC	N/A	42,800	240	New	10/1/2021	\$1.99	Absolute Net	None	N/A	N/A

Map & Comments



This is the ground lease for a site that is improved with a dual lane, drive-thru only Dunkin G0 located in St. Johns, Florida.

Property Name Zaxby's Ground Lease
 Address 6256 Race Track Rd
 St Johns, FL 32259
 United States

Government Tax Agency St. Johns
 Govt./Tax ID 0234300100

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.990	43,124
Land Area Gross	0.990	43,124
Excess Land Area	N/A	N/A

Site Development Status	N/A
Shape	Rectangular
Topography	N/A
Utilities	N/A

Maximum Floor Area	N/A
Maximum FAR	N/A
Actual FAR	1.00

Zoning	N/A
General Plan	N/A



Improvements

Gross Leasable Area (GLA)	43,124 sf	Floor Count	N/A
Status	N/A	Parking Type	N/A
Occupancy Type	N/A	Parking Ratio	0.00/1,000 sf
Year Built	2022	Condition	N/A
Year Renovated	N/A	Exterior Finish	N/A
Total Anchor Rentable Area	N/A	Number of Buildings	N/A
Total In Line Rentable Area	N/A		
Anchor	N/A		
Junior Anchor	N/A		
National	N/A		

Contact

Recorded Owner	N/A	Leasing Agent	N/A
True Owner	N/A	Company	N/A

Rental Survey

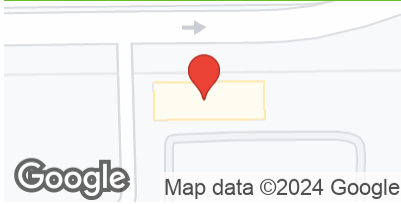
Occupancy	100%
In Line Retail Occupancy	N/A
Reimbursements	Absolute Net
Rent Changes/Steps	10% every 5 years
Survey Date	07/2023
Survey Notes	Bobby Bennett - Gatlin Development (904-580-5081)

Tenant Size	43,124 sf
Lease Term	240 Mo(s).
Annual Base Rent	\$2.90 per sf
Free Rent	N/A
TI Allowance	N/A
Reimbursement Amount	N/A
Total Oper. & Fixed Exp.	N/A

Actual Leases

<u>Tenant Name</u>	<u>Tenancy Use Type</u>	<u>Size (sf)</u>	<u>Term (Mo.)</u>	<u>Type of Lease</u>	<u>Start Date</u>	<u>Annual Base Rate per sf</u>	<u>Reimbs.</u>	<u>Rent Changes / Steps</u>	<u>Free Rent (Mo.)</u>	<u>TI Allowance per sf</u>
Zaxby's	Retail	43,124	240	New	10/14/2022	\$2.90	Absolute Net	10% Every 5 Years	N/A	N/A

Map & Comments



This comparable represents a ground lease for Zaxby's restaurant located at 6256 Race Track Road in St John's, Florida. Specifically this comparable is located at the southeast corner of Race Track Road and Big Cypress Drive, a signalized intersection. The site is 43,124-square feet being rented at \$2.90 per square foot for an annual rent of \$125,060. The lease was signed in May 2022 and rent commenced in October of 2022, and consists of 240 months with 10% rent increases every 5 years.

Addendum D

QUALIFICATIONS

Nick Chop, MAI, R/W-AC

CBRE

Director, Southeast Division, Right-of-Way Practice Leader



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Clients Represented

- Atkins
- City of Jacksonville
- England-Thims and Miller, Inc
- Florida Department of Environmental Protection
- Florida Department of Transportation
- Florida's Turnpike
- HDR
- HNTB
- Independence
- Acquisition & Appraisal
- Jacksonville Aviation Authority
- Jacksonville Electric Authority
- Jacksonville Transportation Authority
- Manatee County
- Miami-Dade County
- Okefenoke Electric
- Orange County
- Orlando Utilities Commission
- Pasco County
- Polk County
- St. Johns County
- Texas Department of Transportation

Experience

Nick Chop, MAI, R/W-AC is CRBE's Right-of-Way Practice Leader for the Southeast Division and has over 27 years of real estate appraisal, appraisal review and consulting experience. A majority of Mr. Chop's career has centered around litigation support, primarily in the area of eminent domain valuation. Mr. Chop has been qualified as an expert witness in many courts. Although his team's primary focus has been in Florida up to this point, he has recently been tasked with eminent domain/litigation valuation expansion throughout the Southeastern United States.

Mr. Chop has performed real estate valuations and reviews of fee simple, easement, leased fee and leasehold interests of existing and proposed developments including land, retail, restaurant, hotel, self-storage, office, industrial, medical buildings, mixed use-developments, single-family subdivisions, apartment projects, automotive dealership and service facilities. Mr. Chop regularly contributes to the Appraisal Institute and the International Right of Way Association. He is the past President of the Northeast Florida Appraisal Institute and current board member.

Mr. Chop has worked extensively with large scale right-of-way infrastructure projects which include the valuation of fee simple and easement estates for proposed and existing roadway expansions and public utility lines. Recent, notable right-of-way projects include:

- FDOT, District Four - 4369631 I-95 and 6th Ave., Palm Beach County
- FDOT, District Two - #4322592 Interstate-95, Duval County
- FDOT, District Five - #4102511 U.S. 17, Volusia County
- FDOT, District Two - #4305422 S.R. 26, Alachua County
- FDOT, District One - #4258432 S.R. 951, Collier County
- St. Johns County, C.R. 210, St. Johns County
- FDOT, District Seven - #2578623 Sam Allen Rd., Hillsborough County
- Manatee County – Moccasin Wallow Road, 95 Duval County
- JEA, Racetrack Road, St. Johns County
- Polk County, #5400114 Johnson Road, Polk County
- City of Jacksonville, The Landing
- City of Jacksonville, Jacksonville Power Plant Litigation
- Orlando Utilities Commission, Holden Avenue

Mr. Chop has consulted on and appraised property for litigation, specifically eminent domain proceedings and various valuation litigation purposes. Mr. Chop has testified as an expert witness in counties throughout Florida.

Professional Affiliations / Accreditations

- Appraisal Institute, Designated Member (MAI), Past Chapter President
- International Right of Way Association, Designated Member (R/W-AC)
- Certified General Real Estate Appraiser – Alabama (G01476), Florida (RZ2660), Georgia (351619), Maryland (33958), Mississippi (GA-1354), North Carolina (A8408), South Carolina (063020) Tennessee (5693), Texas (1380190)
- Habitat For Humanity, Board Member

Education

- Florida State University, B.S. Real Estate and Finance



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CHOP, NICHOLAS FRANJO

806 RIVERSIDE AVENUE
JACKSONVILLE FL 32204

LICENSE NUMBER: RZ2660

EXPIRATION DATE: NOVEMBER 30, 2024

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Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

RESOLUTION NO. 2024-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A GROUND LEASE FOR THE PROPERTY LOCATED AT THE WORLD GOLF VILLAGE AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, the County is desirous of purchasing certain real property and improvements, shown around the Hall of Fame, owned by the World Golf Foundation, Inc. (hereafter “WGF”) and WGF is desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, the County is desirous of purchasing from WGF all right, title and interest of WGF in the machinery, equipment, fixtures, furniture, office equipment, and other tangible personal property identified in the Inventory; and

WHEREAS, the County is desirous of purchasing from WGF all right title and interest of WGF to the intellectual property for the “World Golf Village”, “King and the Bear” Golf Course, and the “Slammer and Squire” Golf Course, including without limitation, all trademarks, service marks, trade dress, logos, trade names, and corporate names together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (collectively, “**WGV Marks**” and together with the Real Property and Inventory, the “**Property**”); and

WHEREAS, it is in the public interest for the County to acquire fee simple ownership of the Property; and

WHEREAS, WGV or PGA TOUR, Inc. (the “**TOUR**”), and County previously executed: (i) that certain Tourist Development Agreement dated November 26, 1991 (as amended October 17, 1996 and June 29, 2017)(the “**TDA**”); and (ii) that certain Ground Lease dated May 10, 1995, as recorded in OR Book 1108, Page 1434 of the Public Records of St. Johns County, Florida, as amended July 24, 1996 (collectively, the “**Ground Lease**”), whereby County leased to WGF the “**Facility Site**” (as defined in the Ground Lease) for the construction and operation of a Hall of Fame building and IMAX Theater; and

WHEREAS, pursuant to the Ground Lease, upon expiration or sooner termination of the Ground Lease, title to all improvements constructed by WGF within the Facility Site, including the Hall of Fame building and IMAX Theater, revert back to County; and

WHEREAS, WGF has vacated the Hall of Fame building located within the Facility Site but, at the request of County, has continued to operate the IMAX Theater within the Facility Site until such time as the Ground Lease is terminated; and

WHEREAS, in connection with this Agreement, the parties hereby agree to terminate the TDA and Ground Lease at the execution of this Agreement; and

WHEREAS, PGA Tour's landlord sold the Premises to County on or around the Effective Date and, in connection with such sale, PGA Tour retained the right to continue working out of the Premises in accordance with the terms and conditions of this Lease until construction is complete on its new building which is projected to occur on or before March 31, 2025.

WHEREAS, County is desirous that the IMAX theater remains in operation in a substantially similar manner as prior to the Effective Date.

WHEREAS, the WGF's tenant, the PGA TOUR, is desirous of continuing to use a portion of the Property, as more particularly described in *Exhibit "D"*, for the operation of its broadcast operations (the "**PGATE Property**") until on or about March 31, 2025, when the WGF's new broadcast facility is expected to be completed, and, in connection therewith, as additional consideration, County agrees to grant the PGA TOUR a lease of the PGATE Property pursuant to that certain Lease Back Agreement, attached hereto as *Exhibit "E"* (the "**Lease Back Agreement**").

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms and conditions of the Ground Lease and authorizes the County Administrator, or designee, to execute the Agreements on behalf of the County and move forward to close the transaction.

Section 3. The Clerk is instructed to file the original Ground Lease in the public records of St. Johns County, Florida.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

{Remainder of the page intentionally left blank. Signatures to follow.}

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida,
this ____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: _____
Sarah Arnold, Chair

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

GROUND LEASE

THIS GROUND LEASE (“Lease”) is made this ____ day of _____, 2024 (“**Effective Date**”), between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (“**LESSOR**”) and **PGA TOUR, INC.**, a Maryland corporation, whose address is 1 PGA Tour Blvd, Ponte Vedra Beach, FL 32082 (“**LESSEE**”), with the joinder of **WORLD GOLF FOUNDATION, INC.**, a Florida not-for-profit corporation, whose address is 1 PGA Tour Blvd, Ponte Vedra Beach, FL 32082 (“**WGF**”) with respect to the terms set forth in Section 3 below.

WITNESSETH:

WHEREAS, LESSOR is the owner of certain real property located in St. Johns County, Florida within the development known as the “**World Golf Village.**”

WHEREAS, LESSEE desires to lease a portion of the real property owned by Lessor and more particularly described on *Exhibit “A”* hereto (the “**Premises**”), and Lessor desires to lease Premises to Lessee on the terms and conditions hereinafter described.

WHEREAS, LESSEE’s landlord sold the Premises to LESSOR on or around the Effective Date and, in connection with such sale, LESSEE retained the right to continue working out of the Premises in accordance with the terms and conditions of this Lease until construction is complete on its new building which is projected to occur on or before March 31, 2025.

WHEREAS, LESSOR is desirous that the IMAX theater remain in operation in a substantially similar manner as prior to the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein and other good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, LESSOR and LESSEE hereby agree as follows:

1. Premises.

LESSOR hereby leases and lets to LESSEE, and LESSEE hereby lets and leases from LESSOR, the Premises, which is more particularly described in *Exhibit “A”* attached hereto.

2. Lease Term.

(A) The initial term of this Lease shall commence on the Effective Date (the “**Commencement Date**”) and end on March 31, 2025 (the “**Term**”). Tenant shall have the option to extend the Term up to sixty (60) days by giving Landlord written notice of such extension within thirty (30) days before the expiration of the Term. LESSEE shall have the right to terminate the Lease at any time upon ninety (90) days prior written notice to LESSOR.

3. Consideration.

The parties hereby acknowledge and agree that the consideration for the rights granted to LESSEE under this Lease includes:

- (i) the purchase price agreed to by LESSEE's landlord in connection with LESSOR's purchase of the Premises;
- (ii) LESSEE's obligation of continued maintenance and payment for all utilities for the Premises during the Term in accordance with the terms and conditions of this Lease;
- (iii) The agreement of WGF to continue to operate the IMAX theater located in the Hall of Fame Building for the County during the Term at reasonably the same schedule and level of service as the IMAX theater was operated during the immediately preceding calendar year.
- (iv) The agreement of WGF to pay all required fees of LESSOR during the Term with respect to the three (3) Property Owners' Associations (NW Master, NW Commercial, and World Golf Village) associated with the Premises, provided, however, LESSOR shall not have the right to modify its fee obligations to such associations during the Term without WGF's prior written consent.
- (v) During the Term, LESSOR shall pay to WGF any rental fees paid to the LESSOR for the rental or use of the Hall of Fame Building.
- (vi) Upon not less than forty-eight (48) hours' prior written notice, LESSOR shall have the right to inspect the Premises monthly to ensure the Premises is being maintained at the same levels previous to this Lease.

4. Facility.

This Lease is for the continued use by LESSEE of the PGA Tour Productions Building ("**Building**") located on Premises.

5. Condition of Premises.

Any improvements required for the LESSEE's use of the Premises may be made in accordance with the terms of this Lease and at LESSEE's sole expense upon written consent and permission of LESSOR which shall not be unreasonably withheld, conditioned or delayed.

6. Maintenance.

LESSEE shall have sole responsibility for the maintenance, repair, and security of the Premises, and shall keep the same in good repair and condition during the Term. The Building must be properly maintained both inside and outside. All improvements shall be constructed in a good workmanlike manner and in compliance with any applicable laws, rules, building codes, ordinances and regulations. LESSEE shall keep the Premises free from any liens arising out of

work performed, materials furnished, or obligations incurred by LESSEE. LESSEE will not be responsible for the maintenance, repair or security of equipment on the Premises belonging to the LESSOR, unless LESSEE has caused the need for such maintenance, repair or security. Notwithstanding anything contained herein to the contrary, LESSOR, at its sole expense, shall perform all repairs and maintenance and make all replacements as are necessary to keep in good order, condition and repair (i) the roof and all structural elements and portions of the Premises and Building, including structural walls, floors and foundations, (ii) all elements and portions of the Building exterior to the Premises, (iii) the parking areas, drives, sidewalks and other improvements located on the Property exterior to the Building, and (iv) all mechanical and utility facilities and systems serving the Building and the Premises, or either of them, except those on the interior of the Premises and serving only the Premises.

7. Intentionally Omitted.

8. Taxes and Assessments

LESSEE shall pay all applicable real property taxes and assessments for the Premises, if any, which become due and payable during the Term. LESSEE shall pay all applicable personal property taxes and all applicable taxes on all rents pursuant to Chapter 212, Florida Statutes.

9. Utilities.

LESSEE shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its Facility, and shall timely pay all costs associated therewith. LESSEE shall have the right to obtain separate utility service (including, without limitation, electrical power, telephone and optical fiber service) from any utility company authorized to provide such service to the Premises, and LESSOR will reasonably cooperate with LESSEE's efforts to obtain utility service for the Facility. LESSEE may also provide power to the Premises through a standby power generator for LESSEE'S exclusive use.

10. Compliance With Laws.

LESSEE shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in connection with the Premises during the Term. The payment of any penalties for fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be LESSEE'S responsibility.

11. Net Lease.

The LESSOR shall not be required to make any repairs or improvements to the Premises, except to the extent expressly set forth herein. LESSEE shall be responsible for all costs associated with its use and operation of the Premises, including, but not limited to any real and personal property taxes directly attributable to the Premises and LESSEE's improvements.

12. Access.

Upon not less than forty eight (48) hours prior written notice, LESSOR reserves the right to enter the Premises at all reasonable times, and upon prior notice to LESSEE, in order to examine

and inspect the Premises. LESSEE shall have the right to accompany LESSOR during its examination of the Premises.

13. Assignment of Lease.

(A) LESSEE shall not assign, transfer or sublet this Lease in whole or in part, or sublet all or any part of the Premises without the LESSOR'S prior written consent, such consent not to be unreasonably withheld.

(B) Notwithstanding subsection (A) above, LESSEE may assign its interest in this Lease upon written notice to the LESSOR in the event that, (i) the assignee of LESSEE'S interest is a principal, affiliate or subsidiary of LESSEE, (ii) the assignee of LESSEE'S interest acquires all or substantially all of LESSEE'S assets through merger or acquisition, or (iii) LESSEE pledges its interest in this Lease to an institutional lender as security for the repayment of a loan, and LESSEE collaterally assigns its interest in this Lease to such institutional lender.

(C) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC section 101. et seq., shall be deemed without further act to have assumed all of the obligations of LESSEE arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to LESSOR an instrument confirming such assumption. Any monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid to LESSOR, shall be the exclusive property of the LESSOR, and shall not constitute property of the LESSEE or of the estate of LESSEE within the meaning of the Bankruptcy Code.

14. Successors and Assigns.

This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns of the parties hereto.

15. Insurance.

(A) LESSEE agrees to acquire and maintain, at its expense, during the term of this Lease commercial general liability insurance against claims for personal injury or property damage liability with a limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, coverage to include bodily injury, personal injury, and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability and independent contractor's liability. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the LESSOR.

(B) Workers' compensation insurance meeting applicable statutory requirements (include appropriate Federal Acts) and employer's liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) for each accident, \$500,000.00 disease/policy limit, \$100,000.00 disease each employee.

(C) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by LESSEE, its employees and agents, with personal protection insurance and property

protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the LESSOR.

(D) *Builder's Risk Insurance* together with an installation floater or equivalent property coverage covering the Facility. Upon completion of the installation of the Facility, LESSEE shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(E) *Insurance Companies*. All insurance shall be effective under valid and enforceable policies, insured by insurers licensed to do business in the State of Florida or surplus line carriers on the State of Florida Insurance Commissioner's approved list of companies qualified to do business in the State of Florida. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

(F) *Deductibles*. The insurance Certificate shall specify the deductibles for each type of insurance required by this Lease, except Workers' Compensation insurance. LESSEE agrees to indemnify and save harmless the LESSOR from, and against, the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

(G) *Failure to Maintain Insurance*. If LESSEE fails to obtain or maintain insurance coverage sufficient to meet the terms and conditions of this Lease, such failure will be a default subject to Section 34 of this Lease.

16. Financing.

LESSEE may not encumber LESSOR property through an institutional or other financing entity for construction or improvements at the Premises.

17. Force Majeure.

If a party is delayed or prevented from the performance of its obligations(s) under this Lease (except for the payment of monetary obligations) by reason of hurricanes, landslides, strikes, lockouts, power failure, riots, war, acts of God, or other reasons of similar nature, not the fault of the party delayed in performing its obligation(s), such party is excused from such performance for the period of delay. The period of the performance of any such act shall then be extended for the period of such delay.

18. Hold Over.

Any hold over after the expiration of the term hereof, with the consent of the LESSOR, shall be construed to be a tenancy from month-to-month at a rate increase of twenty percent (20%) of the then current Rent (prorated on a monthly basis).

19. Indemnification.

(A) *Disclaimer of Liability.* The LESSOR shall not be liable for injury or damage occurring to any person or property arising out of LESSEE'S operation, use, repair, and maintenance of improvements situated on the Premises.

(B) *Indemnification.* The following indemnification shall not apply to any claims, actions, damages, obligations, liabilities, and liens arising from the negligence or intentional misconduct of the LESSOR, its employees, agents, or contractors, and shall survive the termination of this Lease. LESSEE shall, at its sole cost and expense, indemnify, defend and hold harmless the LESSOR, its representatives, employees, elected and appointed officials from and against:

- (i) Any and all liability, damages, penalties, claims, liens, costs, charges, losses, and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the LESSOR by reason of any act or omission of LESSEE, its personnel, employees, agents, contractors, or subcontractors, resulting in property damage, bodily injury, or death to any person, or any other right of any person, firm or corporation, to the extent caused by the operation, maintenance or use of the Premises by LESSEE, or LESSEE's failure to comply with any federal, state, or local statute, ordinance or regulation.
- (ii) Any and all liabilities, damages, penalties, claims, liens, costs, charges, losses, and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by, or asserted against, the LESSOR by reason or any claim or lien arising out of work, labor, materials, or supplies provided or supplied to LESSOR, its contractors or subcontractors, for the operation, maintenance or use of the Premises, and upon the written request of the LESSOR, shall cause such claim or lien covering the LESSOR's property to be discharged or bonded within thirty (30) days following such request.

20. Hazardous Material Indemnification.

(A) "**Hazardous Material**" shall mean any petroleum or petroleum product, asbestos, any substance known to cause cancer and/or reproductive toxicity, and/or any substance, material, chemical or waste defined or designated as hazardous, toxic, dangerous, radioactive or other similar terms by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time and it shall be interpreted to include, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death, or disease.

(B) The LESSEE represents and warrants that it will not generate, use, transport, store, or dispose of any Hazardous Material, on or about the Premises in violation of any applicable statute, regulation, rule, law or ordinance. LESSEE further agrees to indemnify and hold the LESSOR harmless from and against any damage, liability, loss, claims or costs (including reasonable attorney's fees and costs) as a result of any release of Hazardous Material by LESSEE

during the Term in violation of such statute, rule, law, etc., or of LESSEE'S breach of any warranty, representation or agreement contained herein.

(C) The LESSOR represents and warrants that it will not generate, use transport, store or dispose of any Hazardous Material on or about the Premises in violation of any applicable statute, regulation, rule, law, or ordinance. To the extent permissible by law, LESSOR agrees to indemnify and hold LESSEE harmless from and against damage, liability, loss, claims or costs (including reasonable attorney's fees and costs) as a result of any release of Hazardous Material by the LESSOR in violation of such statute, law, rule, regulation, guideline, or policy, or the LESSOR'S breach of any warranty, representation or agreement contained herein.

21. Acceptance of Premises.

By execution of this Lease, LESSEE accepts the Premises in the condition existing as of the Commencement Date of this Lease. Except as otherwise expressly provided in this Lease, LESSOR makes no representation or warranty with respect to the condition of the Premises and the LESSOR shall not be liable for any latent or patent defect in the Premises.

22. Estoppel Certificate.

Either party shall at any time and from time to time upon not less than ten (10) days prior request by the other party delivery to the requesting party a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates to which the Rent and other charges have been paid; (c) the party requesting the Estoppel Certificate is not in default under any provisions of the Leases; and (d) such other matters as the party may reasonably request.

23. Notices.

All notices, requests, demands, and other communications hereunder ("Notices") shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by a nationally recognized courier service, to the following addresses:

If to LESSOR:

St. Johns County Land
Attn: County Administrator
500 San Sebastian View
St. Augustine, Florida 32084

If to LESSEE:

PGA Tour, Inc.

1 PGA Tour Blvd
Ponte Vedra Beach, FL 32082

Attn: _____

With copy to:

Shutts & Bowen LLP
4301 W. Boy Scout Blvd, Suite 300
Tampa, FL 33607
Attention: Tirso M. Carreja, Jr.

If to WGF:

World Golf Foundation, Inc.
1 PGA Tour Blvd
Ponte Vedra Beach, FL 32082
Attn: Jennifer Lagner

With copy to:

Shutts & Bowen LLP
4301 W. Boy Scout Blvd, Suite 300
Tampa, FL 33607
Attention: Tirso M. Carreja, Jr.

Except as otherwise provided in this Lease, any notices shall be deemed received only upon actual delivery at the addresses set forth above.

24. Attorney Fees and Costs.

In reference with any enforcement action to enforce the provisions and the rights granted by this Lease, or should litigation arise out of this Lease, the parties, whether LESSEE or LESSOR, shall bear all their own expenditures including their attorney's fees and legal assistant fees for services rendered in connection therewith, including appellate proceedings and post-judgment proceedings.

25. Entire Agreement.

This Lease constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof and said parties shall not be bound by any statement, special condition or agreements not herein expressed. No alteration or amendment to this Lease by the parties hereto shall be effective unless in writing and signed by the parties hereto. Time is of the essence in this Lease.

26. Permits and Licenses.

LESSEE, at LESSEE's sole cost and expense, shall be required to secure and maintain for the duration of this Lease, any and all applicable local, state and federal permits, licenses and approvals required for, or associated with, LESSEE's use of the Premises. Upon request by LESSOR, LESSEE shall make available for inspection within ten (10) days copies of any applicable permits or licenses associated with use of the Premises. Should LESSEE fail to maintain these licenses in good standing, this Lease will be terminated by the LESSOR without requiring further written notification from the LESSOR.

27. Condemnation.

In the event the Premises are taken by eminent domain, this Lease shall automatically terminate, as to the portion of the Premises taken, as of the date title to the Premises vests in the condemning authority. In the event of any taking under the power of eminent domain, LESSEE shall not be entitled to any portion of the award paid for the taking, and LESSEE hereby expressly waives any right or claim to any portion thereof and all such damages shall belong to the LESSOR. Although all damages, whether awarded as compensation for diminution in value of the leasehold or the fee of the Premises, shall belong to the LESSOR. The LESSEE shall have the right to claim and recover from the condemning authority, but not from the LESSOR, its fixtures and such compensation as may be separately awarded or recoverable by LESSEE for diminution in value of the Premises, any and all damage to LESSEE'S business and any costs or expenses incurred by LESSEE in moving its location.

28. Default.

(A) LESSEE and/or WGF shall be in default under this Lease if it fails to perform any monetary or non-monetary duty under this Lease within thirty (30) days after receiving written notice of such failure from LESSOR, provided, however, that LESSEE shall not be in non-monetary default hereunder if it commences curing such default within such 30-day period and thereafter diligently prosecutes the cure to completion. If LESSEE and/or WGF fails to cure any default as provided herein, and without waiving any other rights or remedies available at law or in equity, LESSOR shall have the right to immediately terminate the Lease upon written notice to LESSEE.

(B) LESSOR shall be in default under this Lease if it fails to perform any non-monetary duty under this Lease within thirty (30) days after receiving written notice of such failure from LESSEE, provided, however, that LESSOR shall not be in non-monetary default hereunder if it commences curing such default within such 30-day period and thereafter diligently prosecutes the cure to completion. If LESSOR fails to cure any default as provided herein, and without waiving any other rights or remedies available at law or in equity, LESSEE shall have the right to immediately terminate the Lease upon written notice to LESSOR.

29. Quiet Enjoyment.

As of the execution date of this Lease and at all times during the initial term and any renewal terms of this Lease, LESSOR covenants and warrants to LESSEE that (i) LESSOR has full right, power

and authority to execute and perform this Lease; (ii) LESSOR has good and unencumbered fee title to the Land free and clear of any liens or mortgages, except those heretofore disclosed in writing to LESSEE and which will not interfere with LESSEE's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on LESSOR; and (iv) LESSEE's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as LESSEE is not in default beyond any applicable grace or cure period.

30. Governing Law and Venue.

This Lease shall be governed by and construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Lease shall be exclusively in St. Johns County, Florida.

31. Miscellaneous.

If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

33. Radon Gas.

Pursuant to Florida Statutes, the following notification regarding radon gas is hereby made, and all parties executing this Agreement acknowledge receipt of this notification: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.).

34. WAIVER OF JURY TRIAL.

TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY TO THIS LEASE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (EACH, AN "ACTION") (A) ARISING OUT OF THIS LEASE, INCLUDING ANY PRESENT OR FUTURE AMENDMENT THEREOF OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES OR ANY OF THEM WITH RESPECT TO THIS LEASE (AS HEREAFTER AMENDED) OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND REGARDLESS OF WHICH PARTY ASSERTS SUCH ACTION; AND EACH PARTY HEREBY AGREES AND CONSENTS

THAT ANY SUCH ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS LEASE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY.

[Remainder of this page intentionally left blank]

DRAFT

IN WITNESS WHEREOF, the parties have caused this agreement to be effective as of the date written above.

LESSOR

Signed, sealed and delivered
In the presence of:

ST. JOHNS COUNTY, a political
subdivision of the State of Florida

By: _____

Joy Andrews, County Administrator

Date: _____

ATTEST:

Brandon J. Patty

Clerk of the Circuit Court & Comptroller

By: _____

Deputy Clerk

DRAFT

IN WITNESS WHEREOF, the parties have caused this agreement to be effective as of the date written above.

LESSEE:

PGA TOUR, INC., a Maryland corporation

By: _____

Print Name: _____

Title: _____

Date: _____

WGF (solely with respect to its obligations under Section 3 of this Lease):

WORLD GOLF FOUNDATION, INC.,
a Florida not-for-profit corporation

By: _____

Print Name: _____

Title: _____

Date: _____

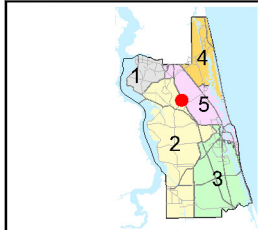
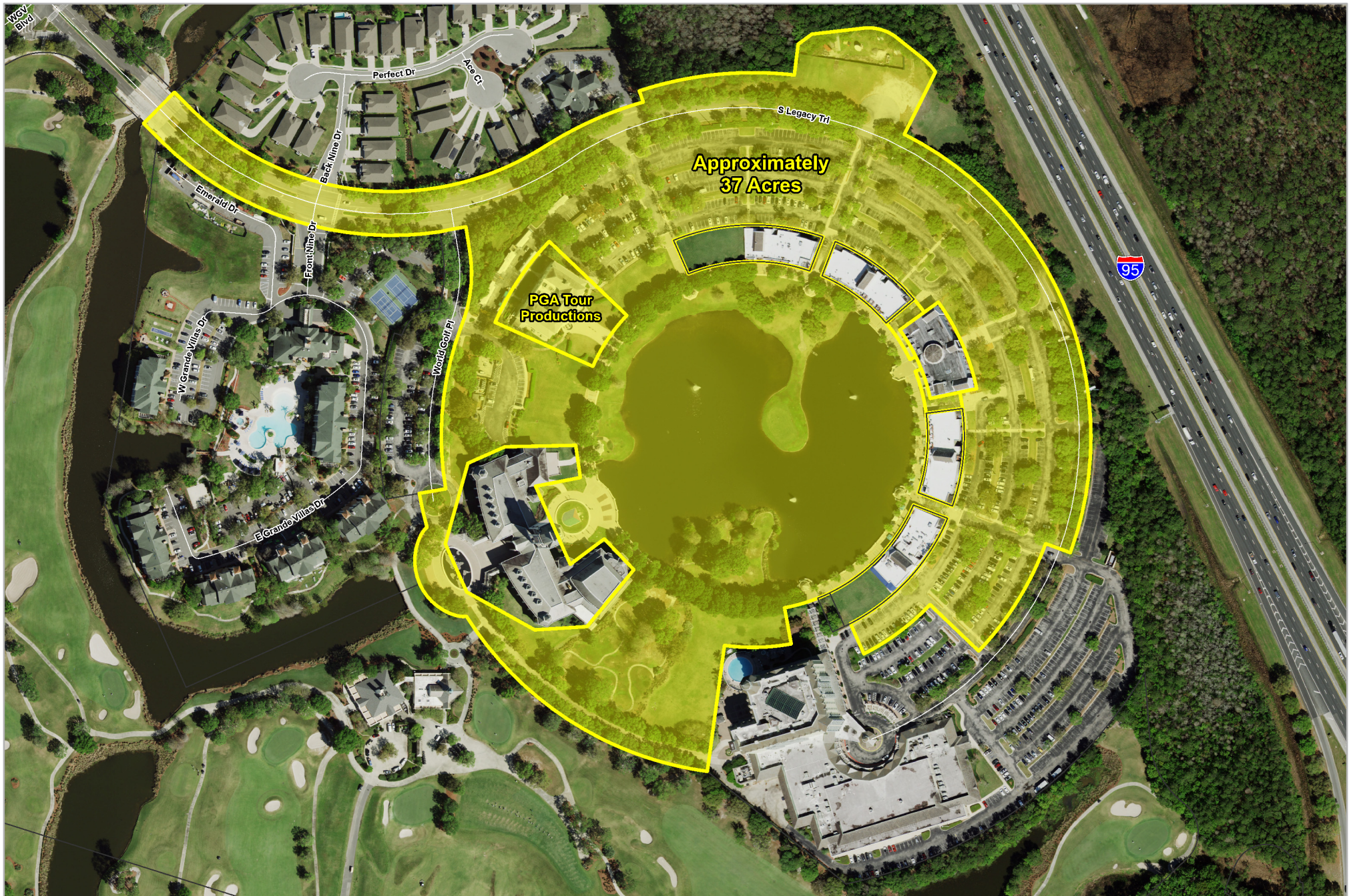
Exhibit "A" – Legal Description of the Premises

PGA TOUR PRODUCTIONS PARCEL

A PART OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST, St. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 300.10 FEET; THENCE NORTH 05°35'47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 322.93 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°28'36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°32'59" WEST, CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 676.83 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 774.41 FEET; THENCE SOUTH 62°27'01" WEST, LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 907.61 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 397.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 140.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 33°36'55" WEST AND A CHORD DISTANCE OF 139.56 FEET TO A POINT ON SAID CURVE; THENCE NORTH 65°46'26" WEST, A DISTANCE OF 244.01 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 641.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 222.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 33°43'30" EAST AND A CHORD DISTANCE OF 221.60 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 46°25'05" EAST, A DISTANCE OF 244.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.02 ACRES MORE OR LESS.





2023 Aerial Imagery

Date: 4/8/2024

**Purchase and Sale
Agreement for
World Golf Foundation Inc.
Property**



Land Management
Systems
(904) 209-0796

Disclaimer:
This map is for reference use only. Data provided are derived from
multiple sources with varying levels of accuracy. The St. Johns County
Real Estate Division disclaims all responsibility for the accuracy or
completeness of the data shown herein.