REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (the "Contract") is entered into as of the _____ day of June, 2009, by and between **Regional Properties, Inc.** ("Seller"), and **The School Board of Sarasota County, Florida**, a body corporate under the laws of the State of Florida ("Buyer").

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Property**. Seller hereby agrees to convey to Buyer and Buyer hereby agrees to purchase from Seller the real property described on <u>Exhibit A</u> attached hereto and all improvements located thereon and all appurtenances thereto (the "Realty"), and the personal property described on <u>Exhibit B</u> attached hereto (the "Personalty"). The Realty and Personalty are sometimes collectively referred to herein as the "Property". The Property also includes the following:

a. All easements, rights-of-way, licenses, interests, rights, and appurtenances of any kind owned by Seller appertaining to the Realty.

b. All right, title, and interest, if any, of Seller in and to any land lying in the bed of any highway, street, road, avenue, access way, or easement opened or proposed, in front of, at a side of, or adjoining the Realty to the center line thereof.

c. All riparian and littoral rights, if any, of Seller with respect to the Realty and all of Seller's right, title, and interest in and to any submerged lands or water bodies within or adjacent to the Realty.

d. All licenses, permits, and authorizations, if any, issued or granted to Seller by any governmental agency with respect to the Realty, to the extent the same are transferable or assignable (the "Licenses").

2. Purchase Price. The purchase price for the Property is One Million Nine Hundred Thousand Dollars (\$1,900,000.00) ("Purchase Price") and shall be paid as follows:

a. Earnest money in the amount of One Hundred Thousand Dollars (\$100,000.00) shall be deposited by Buyer with the law firm of Williams Parker, 200 South Orange Avenue, Sarasota, FL 34236 ("Escrow Agent" and "Closing Agent") within five (5) days after the Effective Date. At closing, the entire earnest money amount will be disbursed to the Seller and applied to the Purchase Price, and will be reflected as a closing statement credit to the Buyer. Seller and Buyer agree to execute an Earnest Money Escrow Agreement, which shall be in form and content reasonably acceptable to Buyer, Seller and the Escrow Agent.

b. The balance of the Purchase Price, subject to closing prorations and credits, shall be paid in cash or a cash equivalent at closing.

3. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties in connection with Buyer's purchase of the Property, and no others, express or implied:

a. Seller has the corporate authority necessary to enter into this Contract and comply with Seller's obligations hereunder;

b. There are no pending or, to Seller's knowledge, threatened condemnation or eminent domain proceedings which would affect the Property;

c. There are no undisclosed agreements between Seller and any other party which relate to the Property;

d. Until the closing date, the Property will be maintained in substantially the same condition as it is in on the date of this Contract, subject to ordinary wear and tear and casualty damage; and

e. There is no litigation pending or, to Seller's knowledge, threatened which would affect the Property or the use thereof by Buyer.

All representations and warranties made by Seller in this Section 3 shall be true as of the closing date hereof and shall survive the closing of this transaction for a period of one (1) year.

4. Survey Contingency. Buyer, at its sole expense, may obtain a survey of the Realty prepared by a land surveying company registered in the same state as the Realty. Buyer shall have thirty (30) days from the Effective Date to deliver to Seller in writing any objection to a matter shown on the survey which materially affects the Realty or Buyer's use of the Realty. If Buyer fails to timely deliver notice to Seller of any survey objections (or elects not to obtain a survey), then Buyer is deemed to have waived all rights to object to any matters shown on the survey (or that would be shown on a current survey). Seller may elect in Seller's sole discretion whether or not to attempt a cure of such survey objections. Upon receipt of notice from Seller indicating that Seller elects not to pursue a cure of a survey objection, Buyer shall have five (5) business days to deliver notice to Seller terminating this Contract, in which event Buyer the earnest money shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive. If Seller pursues a cure and is unable to cure the survey objections by the closing date, then Buyer shall have the option to either terminate this Contract (in which event the earnest money shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive), or close on the purchase of the Property with no Purchase Price reduction, in which case Buyer is deemed to have accepted any uncured survey objections and waived any rights against Seller relating thereto.

5. Title Contingency. Promptly after the Effective Date, Closing Agent shall deliver or cause to be delivered to Buyer a current commitment (the "Commitment") for an ALTA owner's title insurance policy for the Realty using a title insurance underwriter mutually agreed upon by Seller and Buyer (the "Title Company"), together with copies of the instruments listed in the schedule of exceptions in such Commitment. Buyer shall have until the later of thirty (30) days from the Effective Date or ten (10) days after receipt of the Commitment to deliver to Seller in writing any objection to a matter shown on the Commitment which materially affects the Realty or Buyer's use of the Realty ("Title Objections"). If Buyer fails to deliver timely notice of Title Objections to Seller, Buyer shall be deemed to have fully accepted the Commitment and all matters disclosed therein. If Buyer timely delivers Title Objections, Seller shall have fifteen (15) days after receipt of Buyer's objection notice to notify Buyer in writing what, if anything, Seller shall do to cure the Title Objections. Failure of Seller to respond within said period shall indicate that Seller elects not to cure the Title Objections. Seller shall have no obligation to cure any Title Objection or incur any expense with respect thereto. If Seller elects not to cure one or more of the Title Objections, Buyer shall have five (5) business days to deliver notice to Seller terminating this Contract, in which event the earnest money shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive. If Seller pursues a cure and is unable to cure a Title Objection by the closing date, then Buyer shall have the option to either terminate this Contract (in which event the earnest money shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive), or close on the purchase of the Property with no Purchase Price reduction, in which case Buyer is deemed to have accepted any uncured Title Objections and waived any rights against Seller relating thereto.

Notwithstanding anything to the contrary herein, the following matters shall be deemed "Permitted Exceptions" and Buyer shall have no right to object to any of said matters on the Commitment:

a. municipal and zoning ordinances and agreements entered under them, agreements with any municipality regarding the development of the Property, building and use restrictions and covenants, and State and/or Federal statutes and regulations;

b. recorded easements for the distribution of utility and municipal services;

c. property taxes and special assessments levied in the year of closing and subsequent years;

d. such other matters as disclosed by the Commitment and waived or deemed waived by Buyer pursuant to this Section 5.

At closing, Closing Agent, with the assistance of Seller, shall cause the Title Company to issue a current ALTA owner's title insurance policy in the amount of the Purchase Price allocated to the Realty insuring Buyer as the fee simple owner of the Realty as of the date of recording the deed, subject to the Permitted Exceptions ("Title Policy").

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6. Inspection Contingency.

a. Buyer, at its sole expense, may obtain an inspection of all buildings and related improvements located on the Realty and/or a Phase I environmental assessment of the Realty. Buyer shall not have the right to conduct any sampling of the water, soil, air or building improvements to test for environmental contaminants without Seller's express prior written consent, which consent shall not be unreasonably withheld, provided that Buyer has obtained a Phase I environmental assessment which suggests Phase II invasive testing. Buyer shall have thirty (30) days from the Effective Date (the "Inspection Period") to terminate this Contract by written notice to Seller if Buyer determines, in Buyer's sole discretion, that Property is not acceptable for any reason. If Buyer does not terminate the Contract hereunder, then Buyer is deemed to have waived this inspection contingency and any right to object to the condition of the Realty or any improvements located thereon. In no event shall Seller be required to cure any matter to which the Buyer objects relating to the condition of the Realty or any improvements located thereon.

b. To assist Buyer in conducting an examination of such matters, Seller shall deliver to Buyer within 5 days from the Effective Date (to the extent not previously furnished to Buyer or its representative) a copy of that certain Phase I Environmental Site Assessment conducted by Terracon dated September 2, 2008 and referenced as Project No. 36087079. Seller shall provide to Buyer copies of any additional inspection reports, assessments or studies relating to the condition of the Realty coming into Seller's possession or produced by Seller after the initial delivery above and shall continue to provide same during the pendency of this Agreement.

c. In the course of its investigations, Buyer may make reasonable inquiries to third parties, including, without limitation, government officials and representatives, and Seller hereby consents to such inquiries.

7. No Representations or Warranties; AS-IS Condition.

a. Buyer is hereby purchasing the Property in "AS-IS, WHERE-IS" condition and "with all faults", and agrees that it relies upon no warranties, representations or statements by Seller, or any other persons for Seller, in entering into this Contract or in closing the transactions described herein, except for the express representations and warranties set forth in Section 3 hereof. Buyer's closing on the acquisition of the Property shall constitute conclusive evidence that Buyer is satisfied with the condition of and title to the Property and has waived or satisfied Buyer's survey, title and inspection contingencies set forth in Sections 4 through 6 above. In closing and completing this transaction, Buyer will have relied exclusively upon its own inspections and reviews, and not upon any representation or warranty of Seller or its agents or employees except those expressly set forth in Section 3 above.

b. Except for the express representations and warranties set forth in Section 3 hereof, Seller makes no warranties, representations or statements whatsoever, express or implied, concerning or relating to the Property, including without limitation: the income

or expenses of the Property; zoning and building codes and other similar restrictions; availability or cost of utilities; the environmental condition of the Property; the presence or absence of any hazardous substances, hazardous materials, petroleum, or any substances regulated by federal, state or local law in, on or under the Property; compliance of the Property with any law, regulation, ordinance or similar requirement, including without limitation the Americans with Disabilities Act; or the physical condition of the Property or any improvements thereon. Buyer acknowledges that no agents, employees, brokers or other persons are authorized to make any representations or warranties for Seller.

c. Buyer acknowledges and agrees that any Personalty to be conveyed in this transaction from Seller to Buyer will be transferred by quit claim bill of sale, with no representation, warranty or guaranty, expressed or implied, regarding the condition of or the title to such Personalty, and Buyer further agrees to accept such Personalty in its "AS-IS/WHERE IS" condition at closing.

d. Except as to the last sentence of Section 3 hereof, Buyer (and any party claiming through or under Buyer) hereby agrees that following the closing, Seller shall be fully and finally released from any and all claims or liabilities against the Seller relating to or arising on account of the condition of or title to the Property, including without limitation, any matters specifically referenced in this Contract. This Section 7(a) through (d) shall survive the closing of the Contract.

8. Closing. The closing of this transaction shall take place within twenty (20) days after expiration of all Buyer's contingencies set forth in this Contract, at the offices of the Closing Agent, or at such other time and place as may be agreed upon by Buyer and Seller. Unless other contingencies are expressly granted in this Contract, Buyer's contingencies include only the survey, title and inspection contingencies set forth in Sections 4, 5 and 6 above. At closing, Buyer shall deliver to the Closing Agent wired funds or other immediately available funds in the amount of the Purchase Price, as adjusted by any prorations and closing costs provided for herein, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Realty is located or otherwise required by the Title Company to issue the Title Policy.

At closing, Seller shall deliver to the Closing Agent a Purchase and Sale Deed (without warranties) in substantially the same form as that attached hereto as <u>Exhibit C</u>, conveying the Realty to Buyer, subject only to the exceptions permitted herein, a Quit Claim bill of sale conveying the Personalty to Buyer, if applicable, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Realty is located or otherwise required by the Title Company to issue the Title Policy without exception for construction liens, adverse matters recorded between the effective date of the Title Commitment and the time of recording of the deed, and rights of persons in possession. All prorations required hereunder shall be computed as of the date of closing. Possession of the Property shall be delivered to Buyer on the closing date. Buyer shall pay for recording the deed. Seller shall pay the title insurance premium for the Title Policy to be issued to Buyer and gap

endorsement charges. Buyer shall pay for all other endorsement charges and the title insurance premium for any loan policy, including endorsement charges related thereto. All escrow fees and title company closing charges shall be shared equally by Seller and Buyer. Documentary Stamp taxes on the deed shall be paid by Seller. All other closing costs, including without limitation other recording fees, shall be allocated as customary in the county in which the Realty is located.

Buyer hereby acknowledges that Seller previously issued that certain Irrevocable Standby Letter of Credit No. SB 9718 dated June 8, 2007 to Largo Preserve LLC for the benefit of the City of North Port, Florida ("Letter of Credit") in relation to completion of certain improvements which were anticipated in connection with the previous Realty owner's development of the Realty. Buyer further acknowledges that Seller has applied for a vacation of that certain Plat of Largo Preserve II recorded in Plat Book 47, Pages 10, 10-A through 10-O, of the Public Records of Sarasota County, Florida, with the City of North Port in order to obtain a return of the Letter of Credit. Notwithstanding anything to the contrary contained herein, Seller's obligation close on the sale of the Realty to Buyer as contemplated hereunder shall be contingent upon Seller receiving the returned Letter of Credit, and in the event Seller has not received the returned Letter of Credit by the Closing Date called for above, the Closing Date shall be postponed as necessary until such time as Seller receives the returned Letter of Credit. Notwithstanding the foregoing, if Seller has not received the returned Letter of Credit by November 1, 2009, at any point thereafter, Buyer and Seller shall each have the right to terminate this Contract upon written notice to the other party, at which time, any earnest money shall be returned to Buyer and the parties shall have no further obligations hereunder except for those obligations which survive termination of this Contract.

9. Taxes. Seller shall pay in full all general taxes and all installments of special assessments, of whatever kind, due and payable with respect to the Realty prior to the closing date. All general real property taxes and all installments of special assessments payable with respect to the Realty for the year of closing shall be prorated between Buyer and Seller as of the closing date. If the precise amount of taxes and assessments payable for the year of closing cannot be ascertained, proration shall be computed on the basis of taxes and assessments on the Realty for the immediately preceding tax year. Alternatively, because Buyer is immune and/or exempt from most taxes, Buyer may request the appropriate taxing authority to establish Seller's tax obligation as of the Closing Date, which amount shall be collected and paid at Closing.

10. Municipal Agreements. Seller and Buyer agree that Buyer will assume responsibility and all obligations in connection with any existing development or escrow agreement, or requirements imposed by any municipality, including without limitation, any requirement to construct infrastructures, improvements or any requirements to escrow funds or post letters of credit in connection with the development of the Property. These obligations shall include, without limitation, the obligation of Buyer, on or before closing, to replace any funds or letters of credit deposited in connection with any such agreement. The parties agree that any and all development work is Buyer's sole responsibility and shall be performed at Buyer's sole cost and expense. Buyer shall indemnify and hold Seller harmless for any and all losses, claims, actions, liabilities,

damages, costs and expenses, including reasonable attorneys' fees, incurred by Seller in connection with the failure by Buyer to observe or perform any of the obligations pursuant to this Section 10. This Section 10 shall survive closing.

11. **Casualty**. If the Realty is damaged by fire or other casualty after the Effective Date of this Contract but prior to the closing date, such that the cost to restore the Realty to its condition immediately prior to the casualty is in excess of five percent (5%) of the Purchase Price, Buyer shall have the option to:

a. proceed to close this transaction on the terms contained herein and receive an assignment of the insurance proceeds (or the right to receive the same, if they are not received before closing) payable to Seller as a result of the casualty; or

b. terminate this Contract by written notice delivered to Seller within ten (10) days after Buyer receives notice of the casualty, in which event the earnest money shall be refunded to Buyer.

If the Realty is damaged by fire or other casualty prior to the closing date and the cost of restoration does not exceed five percent (5%) of the Purchase Price, this Contract shall remain in full force and effect upon the terms stated herein and at closing Seller shall assign to Buyer the insurance proceeds (or the right to receive the same, if they are not received before closing) payable to Seller as a result of the casualty.

12. Condemnation. If any of the Realty is condemned under the power of eminent domain, is the subject of a threatened condemnation, or is conveyed to a condemning authority in lieu of condemnation, Seller shall notify Buyer in writing of the threat, condemnation or conveyance within five (5) business days of its occurrence. Buyer shall within ten (10) days of the notice have the option of (a) proceeding with the closing and receiving the award or condemnation payment (or an assignment thereof, if the same is not received by closing), or (b) canceling this Contract and receiving back the earnest money deposited.

13. Access to Property. During the Inspection Period, Buyer and Buyer's authorized agents and contractors shall be permitted access to the Property at reasonable times for the purpose of conducting a survey of the Realty, a Phase I environmental assessment of the Realty, and/or a physical inspection of any building and related improvements located on the Realty, all at Buyer's sole expense. This Section 13 does not authorize Buyer or Buyer's authorized agents or contractors to conduct any sampling for environmental contaminants. If any inspection or test disturbs the Realty, Buyer will (at its sole expense) restore the Realty as soon as reasonably possible to the same condition as existed prior to any such inspection or test.

14. Indemnification. Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, claims, actions, liabilities, damages, liens, costs and expenses, including reasonable attorneys' fees, incurred by Seller (or its agents, consultants or affiliates) arising out of or related to (i) any activities upon the Property by Buyer, its agents, contractors and employees, or (ii) the inaccuracy of any of Buyer's representations under the Contract. This Section 14 shall survive the closing or termination of the Contract.

15. Notices. All notices required or permitted to be given hereunder shall be given by certified mail, postage prepaid, or by overnight delivery service, or shall be personally served, to Buyer and Seller at the following addresses:

BUYER: School Board of Sarasota County ATTN: Chairman, Superintendent, and Kenneth Marsh 1960 Landings Boulevard Sarasota, Florida 34231-3331

With a copy to:Williams Parker Harrison Dietz & Getzen
Attn: Jeffrey A. Grebe, Esq.
200 South Orange Avenue
Sarasota, Florida 34236

SELLER:

Regional Properties, Inc. 770 North Water Street Milwaukee, WI 53202 Attn: Corporate Real Estate

With copies to: Godfrey & Kahn, S.C. 780 North Water Street Milwaukee, WI 53202 Attn: Melissa J. Malecki

All notices shall be deemed received either when actually received or three (3) days after posting (if mailed), one business day after deposit with the delivery service (if sent by overnight delivery), or when delivered (if personally delivered). Either party may change the above addresses by written notice to the other.

16. **Default**. If Buyer defaults in the full and timely performance of any of its obligations hereunder, Seller shall be entitled to cancel this Contract and retain the earnest money deposited hereunder as liquidated damages, the parties agreeing that in the event of a default hereunder actual damages would be impossible to calculate. If Seller defaults in the full and timely performance of any of its obligations hereunder, Buyer, as its only remedies, may elect to either terminate this Contract and receive a refund of the earnest money or seek specific performance.

17. **Real Estate Commissions.** Seller hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction other than Marcus & Millichap ("Broker"). Seller shall be solely responsible for payment of a brokerage commission to Broker. Seller hereby agrees to defend, indemnify and hold Buyer harmless from any and all loss, cost

or expense from any claim for real estate commission made by any agent, broker or firm engaged by Seller in connection with the Property or this transaction. Buyer hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction. Buyer hereby agrees to defend, indemnify and hold Seller harmless from any and all loss, cost or expense from any claim for real estate commission made by any agent, broker or firm engaged by Buyer in connection with the Property or this transaction.

18. Entire Agreement. This Contract contains the entire agreement between Seller and Buyer and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, regarding the transaction contemplated hereby. This Contract may be amended only by a further written document signed by each of the parties.

19. Assignment. Buyer shall have the right to assign this Contract without Seller's prior written consent only to any entity owned and/or controlled by Buyer or its principals. All other assignments shall require Seller's prior written consent, which may be withheld in Seller's sole discretion. Notwithstanding the foregoing, if this Contract is assigned by Buyer hereunder, Buyer shall remain jointly and severally liable, along with the assignee, for the Buyer's obligations under the Contract through closing. Buyer shall cause any permitted assignee to acknowledge in writing that it will be bound by all of the terms and conditions of this Contract, with said acknowledgement set forth in a form subject to Seller's reasonable approval.

20. Successors and Assigns. The provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, executors, administrators and legal representatives.

21. Captions. The captions of the paragraphs in this Contract have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of the provisions hereof.

22. Severability. If any provision of this Contract is held invalid or unenforceable, the invalidity or unenforceability shall be limited to the particular provision(s) involved and shall not affect the validity or enforceability of the remaining provisions.

23. Counterparts and Transmittal of Signatures. This Contract may be executed in one or more counterparts, and all such executed counterparts shall constitute the same agreement. A signed copy of this Contract transmitted by facsimile or email shall be treated as an original and shall be binding against the party whose signature appears on such copy.

24. Extension of Time Periods. In the event that the last day of any period of time specified in this Agreement shall fall on a weekend or legal holiday, such period of time shall be extended through the end of the next work day.

25. **Representation.** Seller acknowledges that Escrow Agent is the law firm that has represented Buyer in this transaction. Seller consents to such continued representation,

including representation of Buyer in any disputes that might arise in connection with this Agreement, the transaction contemplated hereby, the Property, or matters related to any of the foregoing.

26. Effective Date. This Agreement shall be effective as of the last date upon which each of the parties has executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

Date: June , 2009

BUYER:

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By:_

Caroline Zucker, as its Chairman

Date: June <u>10</u>, 2009

SELLER:

REGIONAL PROPERTIES, INC., a Wisconsin corporation

By: Name: Wel Title:

Attest: Name: STEVEN J. HEDER Title: VICE PRESIDENT

APPROVED FOR LEGAL CONTENT:

ATTORNEYS FOR THE SCHOOL BOARD OF SARASOTA COUNTY

Date: June ____, 2009

By:

Jeffrey A. Grebe, Esquire, WILLIAMS PARKER HARRISON DIETZ & GETZEN 200 South Orange Avenue Sarasota, Florida 34236

EXHIBIT A

DESCRIPTION OF THE PROPERTY

All of Largo Preserve II, according to the plat thereof, as recorded in Plat Book 47, Pages 10, 10-A thru 10-O, of the Public Records of Sarasota County, Florida.

EXHIBIT B

PERSONAL PROPERTY

NONE

EXHIBIT C

FORM OF PURCHASE AND SALE DEED

DOC TAX \$ RECORD \$

Prepared by and return to: Jeffrey A. Grebe, Esq. Williams, Parker, Harrison, Dietz & Getzen 200 South Orange Avenue Sarasota, Florida 34236 (941) 366-4800

DEED

This Deed, made this _____ day of _____ 2009 by and between REGIONAL PROPERTIES, INC., a _____ corporation, hereinafter referred to as Grantor, whose post office address is 770 North Water Street, Milwaukee, WI 53202, and THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate under the laws of the State of Florida, hereinafter referred to as Grantee, whose post office address is 1960 Landings Blvd., Sarasota, FL 34231-3331.

WITNESSETH: Grantor, in consideration of the sum of ten dollars and other valuable considerations to it in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, his heirs and assigns forever, the following described property situate in Sarasota County, Florida:

See legal description on attached Exhibit "A"

together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereunto appertaining. As used herein, the terms "Grantor" and "Grantee" shall include their respective heirs, devisees, personal representatives, successors and assigns; any gender shall include all genders, the plural number the singular and the singular, the plural.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its undersigned duly authorized officer the date above written.

GRANTOR:

REGIONAL PROPERTIES, INC., a Wisconsin corporation

By:	
Name:	
Its:	

Witness:

By:	
Name:	
Title:	

STATE OF	
COUNTY OF	

The foregoing instrument was acknowledged before me this _____ day of ______ 2009 by ______ and _____, as _____ and _____ of REGIONAL PROPERTIES, INC., a Wisconsin corporation, on behalf of the corporation. The above-named persons are personally known to me.

Signature of Notary Public (Notary Seal)

Print Name of Notary Public

I am a Notary Public of the State of ______, and my commission expires on ______.

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