



ARMY
MARINE CORPS
NAVY
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COAST GUARD
VETERANS

December 19, 2018

Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32502

Re: Non-Binding Letter of Intent

Honorable Commissioners:

This Letter of Intent (this "**Letter**") indicates Navy Federal Credit Union's interest in attempting to negotiate a written purchase contract (the "**Contract**") for the property described below. The following are the non-binding principal terms and conditions which we propose as the basis for negotiations between the parties:

1. Property:	Approximately 100 acres of the property located in Escambia County, Florida and known as OLF 8. The Property is generally shown on Exhibit A. The actual location, dimensions and legal description of the Property would be determined by an ALTA survey which Navy Federal would commission.
2. Seller:	Escambia County (by and through the Escambia County Board of County Commissioners)
3. Buyer:	Navy Federal Credit Union
4. Condition precedent:	Seller must acquire title to the Property on or before February 28, 2019.
5. Purchase Price:	\$4,200,000. The Purchase Price is based on three use classifications of the Property: wetlands, commercial, and residential. The wetlands component of the Property equals 56% of the total Purchase Price; the commercial component of the Property equals 22% of the total Purchase Price; and the residential component of the Property equals 22% of the total Purchase Price. The Purchase Price will be adjusted to account for the final use classifications of the Property, on a percentage basis, according to Navy Federal's survey of the Property. The Purchase Price will also be subject to customary prorations and closing adjustments.
6. Deposit:	\$100,000. If closing occurs, the Deposit will be applied to the Purchase Price at closing. If closing does not occur, the Deposit will be returned to Buyer unless Buyer is in default under the Contract.
7. Study Period:	Buyer will have 60 days to conduct its due diligence on the Property. During the Study Period, Buyer may perform a title search and conduct other customary inspections and environmental reviews of the Property. Prior to

	the end of the Study Period, Buyer may terminate the Contract for any reason and receive a full refund of the Deposit.
8. Closing:	Closing will occur 30 days after the end of the Study Period if all conditions precedent in the Contract have been satisfied.
9. Costs:	At closing, Seller will pay for the full release of any and all liens on the Property. All other closing costs will be prorated between Seller and Buyer in accordance with customary practices in Escambia County, Florida.
10. Representations and closing conditions:	To be negotiated between Buyer and Seller. The parties anticipate incorporating provisions comparable to those used in similar transactions in Escambia County, Florida including that (i) each party must obtain all required approvals necessary to consummate the purchase of the Property, and (ii) the Property must be legally subdivided to the extent required by law.
11. Recreational facilities:	Navy Federal would agree to use a portion for the Property, as designated by Navy Federal, for the construction of recreational facilities. The design and construction of these facilities would be paid for by Navy Federal. Navy Federal is willing to allow these facilities to be accessible to the public subject to Navy Federal's reasonable conditions and limitations. Exhibit A to this Letter shows a depiction of certain recreation facilities which has been included for initial planning and discussion purposes only. Navy Federal may adjust the location or design of these facilities during its design process.
12. Expiration:	If not accepted by Seller, the non-binding terms proposed in this Letter will expire on January 31, 2019.

Please note that this Letter is not binding on either Buyer or Seller, and no binding agreement will exist between Buyer and Seller until the Contract is fully executed and delivered by both parties. Until the Contract is fully executed and delivered by both parties, either Buyer or Seller may, without any liability to the other, terminate negotiations with respect to the Contract and the purchase of the Property at any time and for any reason whatsoever. This Letter is subject to modification or withdrawal by either party until the Contract is fully executed and delivered by both parties.

If the terms of this Letter are acceptable to you, please execute a copy of this Letter where indicated below. We will then prepare a draft Contract for your review. In the meantime, if you have any questions or require additional information, please feel free to contact me at either george_eichert@navyfederal.org or 703.255.8509.

Sincerely,



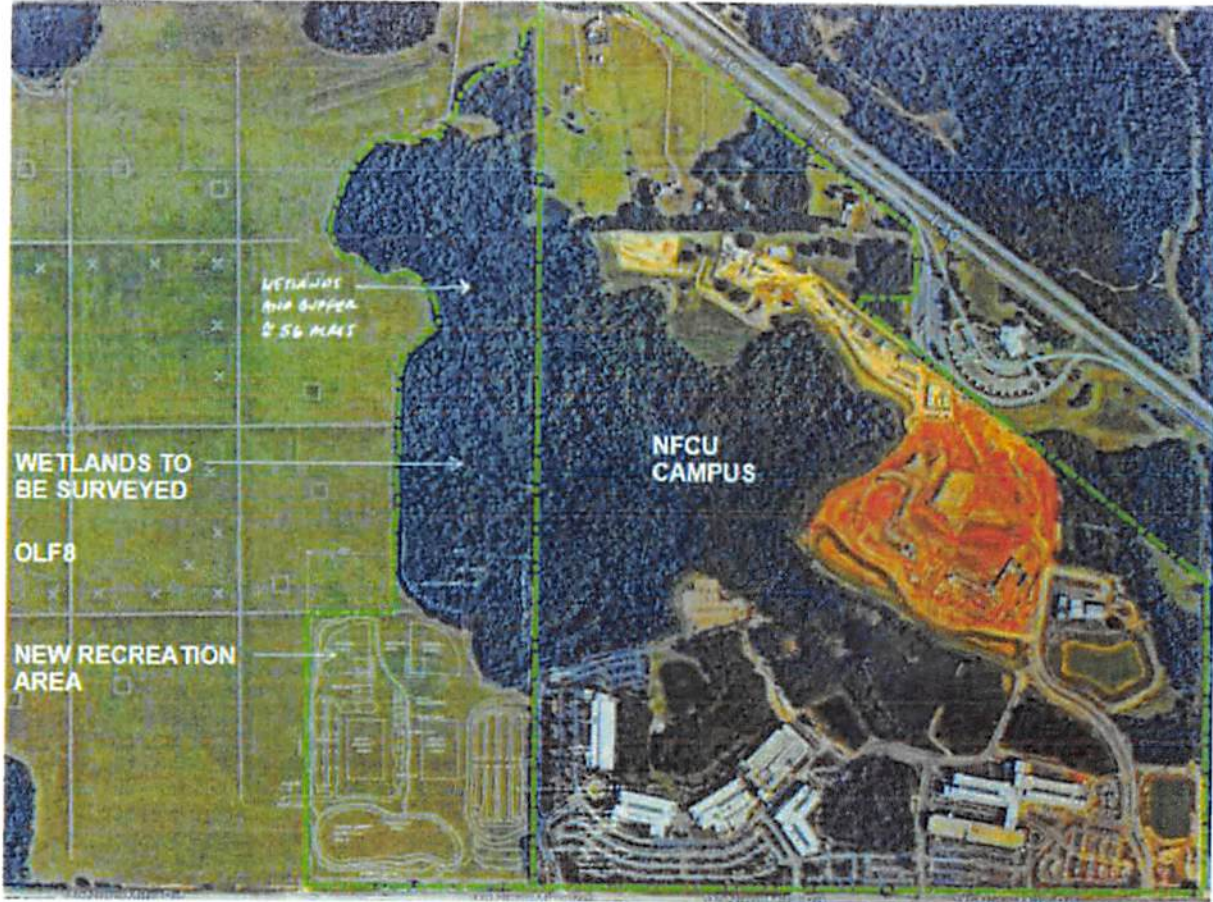
George E. Eichert
 Senior Vice President, Administrative Services
 Navy Federal Credit Union

Agreed and Accepted:

Escambia County Board of County Commissioners

By: _____
Name: _____
Title: _____

Exhibit A



The Property is the area outlined in green and located adjacent to the NFCU Campus. The location and depiction of the facilities shown in the "New Recreation Area" above are included for the purposes described in Section 11 of the Letter only.