

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made by and between HINDS COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of Mississippi ("Seller"), and _____, ("Buyer") whose physical address is (Address, City, State and Zip Code), as of _____ (date bid offer is accepted), 2024 ("Effective Date").

RECITALS:

Seller is the owner of 11.13 +/- acres of real property located in Hinds County, Mississippi, depicted and incorporated herein by reference on **Exhibit A** (the "Real Property").

Seller desires to sell and Buyer desires to purchase the Real Property, together with (i) the interest of Seller in and to all improvements, permits, covenants licenses, surveys, plans, studies, contract rights and documents pertaining to the Real Property, and (ii) all easement rights, strips, gores, interest in adjoining rights-of-way and other appurtenances pertaining to the Real Property (collectively, the "Property"), subject to and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

SECTION 1 – PROPERTY.

1.1 - Agreement. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and Buyer agrees to purchase the Property, exclusive of any personal property or equipment located or within on the Real Property retained by Seller as of the date of Closing.

SECTION 2 – PURCHASE PRICE AND ESCROW PROVISIONS

2.1 - Purchase Price. Buyer agrees to pay to Seller, as the purchase price for the Property, the total sum of (insert amount words and figures), which shall be paid as follows:

- (a) Buyer shall deposit with the GovDeals a Bid Deposit in the amount of five hundred and 00/100 Dollars, such deposit to be held by GovDeals in accordance with the terms of this Agreement (collectively the "Deposit").
- (b) At the consummation of the transaction contemplated by this Agreement (the "Closing"), Buyer shall deliver to Seller the Purchase Price less the Deposit, subject to credits, adjustments and prorations provided for in this Agreement, as more particularly set forth in Section 6 of this Agreement.

2.2 - Escrow Provisions. The Deposit is deposited with GovDeals on behalf of Seller with the understanding and acknowledgment that Seller is (a) a party to this Agreement; (b) not liable for interest on the Deposit; and (c) not liable for any loss of the Deposit caused by the failure of any financial institution in which the Deposit has been deposited. GovDeals will serve herein as "Escrow Agent" and hold the Deposit until Closing, unless otherwise disposed of as provided herein. At Closing, the Deposit will be deducted from the Purchase Price, except as otherwise

provided for in this Agreement. If both parties make written demand for the Deposit, Seller, through its counsel shall be entitled to interplead the Deposit into the Registry of the Circuit Court of the county in which the Real Property is located, with said counsel being entitled to recover all expenses incurred in connection with the commencement of such interpleader action. Once this interpleader action is instituted, the Escrow Agent, as defined herein, shall be dismissed from the interpleader lawsuit and released of any further responsibility or liability arising out of, or having to do with, the Deposit. If one party makes demand for the Deposit, such demand must be in writing and furnished to Escrow Agent and the other party.

SECTION 3 – DUE DILIGENCE.

3.1 - Due Diligence Materials. Seller shall deliver or make available to Buyer all permits, documents, contract rights, licenses, approvals and materials pertaining to the Property, including but not limited to all surveys, environmental studies and engineering studies which Seller has pertaining to the Property, as are in Seller's possession or control (collectively, with any other documents and information provided by Seller to Buyer, the "Due Diligence Materials") within five (5) days after the Effective Date. In the event that this Agreement is terminated for any reason, Buyer shall return to Seller any materials that it receives with respect to the Property pursuant to this Section 3.1.

3.2 - Buyer's Due Diligence. Buyer shall be entitled to examine the Due Diligence Materials, and any other documents and information that Buyer reasonably requests and Seller is able to furnish, and to perform (and to cause its employees and agents to perform) any and all other inspections and investigations on, of and with respect to the Property as Buyer shall deem appropriate, and pursue all needed government approvals and permits for Buyer's intended development and use of the Property as a freight transportation and supply chain service provider. Seller shall in good faith (at no cost to Seller) cooperate with Buyer in its performance of such inspections and investigations. Buyer shall repair any damage to the Property (and any adjacent property) caused by Buyer or its employees, contractors or agents during the conduct of such inspections and investigations, and defend, indemnify and hold Seller harmless from and against all claims brought against Seller that are caused by Buyer (or its employees, contractors and agents) during the course of such examinations, inspections and investigations except for losses, costs, claims, damages or expenses caused by (i) Seller, its agents, employees, contractors and/or subcontractors and/or (ii) the condition of the Property before Buyer's entry thereon. Buyer's obligation under the foregoing sentence shall survive termination of this Agreement and the closing of Buyer's purchase of the Property.

The period commencing on the Effective Date and expiring thirty (30) days thereafter shall hereinafter be referred to as the "Due Diligence Period". Anything in this Agreement to the contrary notwithstanding, Buyer shall be entitled to terminate this Agreement at any time during the Due Diligence Period by notifying Seller of such termination in writing prior to the expiration of the Due Diligence Period, which Buyer may do or refrain from doing in Buyer's sole and absolute discretion, for any reason or no reason at all. In the event that this Agreement is terminated pursuant to this Section 3.2, the Deposit shall be promptly returned to Buyer, and upon which Buyer and Seller shall have no further rights or obligations under this Agreement, except those which expressly survive the termination of this Agreement. If Buyer does not terminate this

Agreement during the Due Diligence Period, the Deposit shall become non-refundable (except due to Seller's default, or as otherwise expressly set forth in this Agreement).

3.3 - Survey. Buyer shall have the right to obtain, at its sole cost and expense, an ALTA/ACSM survey or other survey of the Property ("Survey"), to be performed by a licensed surveyor selected by Buyer.

SECTION 4 - TITLE.

4.1 - Title. At the Closing, Seller shall convey to Buyer good and marketable fee simple title by Special Warranty Deed to the Property, free and clear of all liens and encumbrances, subject only to the Permitted Exceptions (as hereinafter defined).

4.2 - Title Commitment; Survey; Title Objections. Within thirty (30) days after the Effective Date, Buyer may order from Adams and Reese LLP, as agent for Mississippi Valley Title, located at 1018 Highland Colony Parkway, Suite 800, Ridgeland, Mississippi 39157 (the "Title Company") a current title commitment for a standard owner's title policy in the amount of the Purchase Price (the "Title Commitment"). Buyer shall, within fifteen (15) days after Buyer's receipt of the Title Commitment, notify Seller in writing (such writing, "Buyer's Title Notice") of Buyer's objections ("Buyer's Title Objections") if any to matters shown in the Title Commitment and any survey of the Property furnished by Seller as part of the Due Diligence Materials, provided Buyer shall not be required to deliver any "survey" objections to the Title Commitment until fifteen (15) days after Buyer has received the Survey. Any lien, encumbrance, encroachment or other matter shown in the Title Commitment or the Survey to which Buyer does not object in Buyer's Title Notice shall be deemed a "Permitted Exception". In the event Buyer so notifies Seller of Buyer's Title Objections, then Seller shall, within ten (10) days after Seller's receipt of Buyer's Title Notice, notify Buyer in writing (such writing, "Seller's Title Response") whether Seller intends to correct and remove of record Buyer's Title Objections. If Seller does not give Seller's Title Response within the time required, Seller shall be deemed to have refused to correct, cure or remove any of Buyer's Title Objections. In the event that Seller notifies Buyer in writing that Seller will not cure and remove of record some or all of Buyer's Title Objections at or prior to the Closing, or Seller fails to provide to Buyer Seller's Title Response within such ten (10) day period, then Buyer shall be entitled, within five (5) business days after expiration of such ten (10) day period, to either (i) terminate this Agreement by written notice to Seller of such termination, in which event the Deposit shall be promptly returned to Buyer, and Seller and Buyer shall have no further rights or obligations under or with respect to this Agreement other than those which expressly survive the termination of this Agreement, or (ii) waive Buyer's Title Objections (except those Seller has agreed to cure), in which event all those Buyer's Title Objections which Seller has not agreed to cure and remove of record shall be deemed "Permitted Exceptions". Except as set forth in Section 4.3 below, Seller shall not be obligated to cure any of Buyer's Title Objections.

4.3 - Mortgages and Similar Encumbrances. Anything in Section 4.2 of this Agreement to the contrary notwithstanding, Seller shall, at or prior to the Closing, be required to satisfy and release of record (i) any and all mortgages, and other security instruments encumbering the Property or any portion thereof by or through Seller, (ii) any and all mechanic's and similar liens encumbering the Property or any portion thereof by or through Seller, and (iii) any lien or encumbrance recorded on or following the Effective Date by or through Seller.

SECTION 5 - CLOSING.

5.1 - Closing. The Closing shall be held on or before the day (the "Closing Date") that is thirty (30) days after the expiration of the Due Diligence Period. The Closing shall be conducted via escrow, with the Title Company serving as escrow agent.

5.2 - Seller's Closing Deliveries. At or prior to Closing, Seller shall execute and/or deliver the following (collectively, "Seller's Closing Deliveries") to the Title Company:

- (a) A Special Warranty Deed (the "Deed"), in form reasonably acceptable to Seller and Buyer, conveying to Buyer marketable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to the Permitted Exceptions, and reserving any mineral interests;
- (b) A Settlement Statement (the "Settlement Statement"), in form and substance reasonably acceptable to Seller and Buyer;
- (c) An affidavit pursuant to and in accordance with Section 1445 of the Internal Revenue Code confirming that FIRPTA withholding is not required in connection with the subject transaction; and
- (d) Such affidavits and organizational documentation as shall be reasonably required by the Title Company in order to issue to Buyer at Closing an owner's title insurance policy, insuring Buyer's marketable fee simple title to the Property free and clear of any and all liens, encumbrances and exceptions other than the Permitted Exceptions.

5.3 - Buyer's Closing Deliveries. At or prior to the Closing, Buyer shall execute and/or deliver the following (collectively, "Buyer's Closing Deliveries") to the Title Company:

- (a) The Purchase Price less the Deposit, subject to credits, adjustments and prorations as provided for in this Agreement (the "Balance Due"); and
- (b) A signed counterpart of the Settlement Statement.
- (c) Such affidavits and organizational documentation as shall be reasonably required by the Title Company.

5.4 - Close of Escrow. At the Closing, the Title Company shall, upon receipt of all of Seller's Closing Deliveries and Buyer's Closing Deliveries, and written authorization of Seller and Buyer:

- (a) Deliver the Deed to Buyer by recording same in the land records of the county in which the Subject Property is located; and
- (b) Disburse the Balance Due to Seller, or in accordance with Seller's instructions.

5.5 - Buyer's Conditions Precedent to Closing. The obligation of Buyer to consummate the Closing is subject to the fulfillment of each of the following conditions (except to the extent waived in writing by Buyer in its sole discretion):

- (a) The representations and warranties of Seller set forth in this Agreement shall be true, accurate and correct in all material respects, on and as of the Effective Date and on and as of the Closing Date as though made on and as of the Closing Date (except those representations and warranties that address matters only as of a specified date, the truth and correctness which shall be determined as of that specified date).
- (b) The covenants and agreements of Seller to be performed or complied with pursuant to this Agreement at or prior to the Closing Date shall have been duly performed and complied with in all material respects.
- (c) There shall not be any litigation or proceedings filed by a governmental authority or any law or order restraining, enjoining or otherwise prohibiting or making illegal or threatening to restrain, enjoin or otherwise prohibit or make illegal the consummation of the transactions contemplated by this Agreement.

5.6 - Seller's Conditions Precedent to Closing. The obligation of Seller to consummate the Closing is subject to the fulfillment of each of the following conditions (except to the extent waived in writing by Seller in its sole discretion):

- (a) The representations and warranties of Buyer set forth in this Agreement shall be true, accurate and correct in all material respects, on and as of the Effective Date and on and as of the Closing Date as though made on and as of the Closing Date (except those representations and warranties that address matters only as of a specified date, the truth and correctness which shall be determined as of that specified date).
- (b) The covenants and agreements of Buyer to be performed or complied with pursuant to this Agreement at or prior to the Closing Date shall have been duly performed and complied with in all material respects.
- (c) There shall not be any litigation or proceedings filed by a governmental authority or any law or order restraining, enjoining or otherwise prohibiting or making illegal or threatening to restrain, enjoin or otherwise prohibit or make illegal the consummation of the transactions contemplated by this Agreement.

SECTION 6 – PRORATIONS AND CLOSING COSTS

6.1 - Prorations. All real estate taxes and similar levies, utility charges and other normally prorated expenses shall be prorated as of 11:59 p.m. on the day of the Closing, with Seller being responsible for all expenses allocable to periods on and prior to the date of the Closing, and Buyer being responsible for all expenses allocable to periods after the day of the Closing forward.

6.2 - Costs to be Paid by Seller. Seller shall, at or prior to the Closing, pay the following amounts:

- (a) The fees and expenses of Seller's attorney(s).

6.3 - Costs to be Paid by Buyer. Buyer shall, at or prior to the Closing, pay the following amounts:

- (a) All amounts due in connection with the financing obtained by Buyer in connection with the subject transaction, if any, including, without limitation, any mortgage recording tax or equivalent levy due in connection with such financing;
- (b) The premium due to the Title Company in connection with the issuance by the Title Company of the Title Commitment and the owner's title insurance policy in the amount of the Purchase Price;
- (c) The escrow/settlement fee charged by the Title Company in connection with the Closing;
- (d) The cost of a title search and any subsequent title search updates;
- (e) The cost of recording the Deed, including any deed recording tax;
- (f) The cost of the Survey; and
- (g) The fees and expenses of Buyer's attorney(s) and all fees and expenses incurred in by Buyer in performing due diligence.
- (h) Any Buyer's Premium (or referred sometimes as "Administrative Fee") being 5% of purchase price, Buyer agrees the Deposit maybe utilized towards said Buyer's Premium due to GovDeals who will assist facilitating the transaction and will not be applied to purchase price.

SECTION 7 – REPRESENTATIONS AND WARRANTIES.

7.1 - Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

- (a) Seller has the power, right and authority to enter into and perform all of the obligations required of Seller under this Agreement, and to consummate the transaction contemplated hereby.
- (b) This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be, duly authorized, executed and delivered by Seller. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be, valid and legally binding upon Seller, and enforceable in accordance with their respective terms.

- (c) Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby does now constitute or shall result in a breach of, or a default under, any agreement, document, instrument or other obligation to which Seller is a party or by which Seller may be bound.
- (d) There are no actions, suits, claims or other proceedings pending or, to Seller's knowledge, contemplated or threatened, against Seller that could affect Seller's ability to perform its obligations under this Agreement.
- (e) To Seller's knowledge, there are no actions, suits, claims or other proceedings pending, contemplated or threatened, with respect to the Property.
- (f) Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code.
- (g) Seller has not received written notice and has no knowledge of any pending or contemplated condemnation, expropriation, eminent domain, zoning, or similar proceeding affecting all or any portion of the Property.
- (h) There are no leases of the Property and no parties in possession pursuant to any leases, and no party other than Seller, and Buyer pursuant to this Agreement, has any right or claim to occupy, use or possess all or any portion of the Property.
- (i) Seller has not received any notice of any violation of, noncompliance with or claims under any law or regulation affecting, or requiring any action to be taken on or about, the Property.
- (j) There are no unpaid claims for contractors, materialmen, or laborers with respect to the Property.
- (k) Seller does not have any liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.
- (m) No representation or warranty made by Seller in this Agreement, nor any document, statement or certificate delivered by Seller in connection with the Closing under this Agreement contains any untrue statement of material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

The representations and warranties set forth in this Section 7.1 shall be true, correct and complete on the Effective Date, and on the date of the Closing.

7.2 - Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

- (a) Buyer has the power, right and authority to enter into and perform all of the obligations required of Buyer under this Agreement and the instruments and

documents referenced herein, and to consummate the transaction contemplated hereby.

- (b) This Agreement is, and all agreements, instruments and documents to be executed and delivered by Buyer pursuant to this Agreement shall be, duly authorized, executed and delivered by Buyer. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Buyer pursuant to this Agreement shall be, valid and legally binding upon Buyer, and enforceable in accordance with their respective terms.
- (c) Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby does now constitute or shall result in a breach of, or a default under, any agreement, document, instrument or other obligation to which Buyer is a party or by which Buyer may be bound.
- (d) There are no actions, suits, claims or other proceedings pending or, to Buyer's knowledge, contemplated or threatened, against Buyer that could affect Buyer's ability to perform its obligations under this Agreement.

The representations and warranties set forth in this Section 7.2 shall be true, correct and complete on the Effective Date, and on the date of the Closing.

7.3 - Survival of Representations and Warranties. The representations and warranties contained in this Agreement shall survive, and thus a claim may be brought in respect of a breach thereof, until the one (1) year anniversary of the Closing Date.

7.4 - Additional Covenants.

- (a) From and after the Effective Date until the Closing Date (the "Interim Period"), Seller shall not (i) execute any deeds, leases, declarations, preferences, conditions, restrictions, zoning proffers, covenants, easements, or rights-of-way affecting the Property or (ii) otherwise convey or encumber, or permit any encumbrance upon the Property or any interest therein, without the prior written consent of Buyer, which may be withheld in Buyer's reasonable discretion.
- (b) During the Interim Period, if Seller becomes aware of any action, litigation or administrative proceeding proposed, threatened, or instituted with respect to the Property, Seller shall promptly notify Buyer in writing, including the material facts and circumstances surrounding such proceeding. Within fifteen (15) days of receipt of such notice, Buyer may elect to terminate this Agreement by providing written notice to Seller of such termination, in which event the Deposit shall be promptly returned to Buyer, and Seller and Buyer shall have no further rights or obligations under or with respect to this Agreement other than those which expressly survive the termination of this Agreement.
- (c) If any mechanic's liens or other liens arising out of Seller's use of the Property shall be filed against the Property, Seller shall (i) if Seller wishes to contest any such lien, within fifteen (15) days after it receives notice of filing of the lien, provide a bond or

such other security as Buyer may reasonably request, or (ii) remove such lien from the Property pursuant to applicable law. In the event that Seller fails to remove any such lien or provide such a bond or security in accordance with this Section 7.4(c), Buyer shall have the right, but not the obligation, to remove such lien or post such bond or security, and Seller shall reimburse Buyer for the costs thereof promptly upon the receipt of written demand for such reimbursement. If Seller fails to reimburse Buyer, Buyer shall have the right to have the amount of the Purchase Price payable by Buyer at Closing reduced by the costs incurred by Buyer in removing such lien.

- (d) During the Interim Period, Seller shall maintain the Property in substantially the same condition as of the Effective Date, except as otherwise set forth herein.

SECTION 8 - DEFAULT.

8.1 Seller Default. In the event of default or misrepresentation by Seller under this Agreement or the failure of Seller to timely perform any of its other obligations under this Agreement, which default, misrepresentation, breach or failure shall remain uncured for ten (10) days after Buyer notifies Seller in writing of same, then Buyer, as its sole and exclusive remedy, shall be entitled to either (a) terminate this Agreement by written notice to Seller of such termination, or (b) commence action against Seller to compel specific performance; and Buyer shall be entitled to recover from Seller, and Seller shall make Buyer whole with respect to, all losses, liabilities, amounts paid in settlement, damages, fines, penalties, charges, taxes, fees, and expenses (including interest, court costs, reasonable fees of attorneys) incurred or suffered by Purchaser, its partners, members, officers, employees, affiliates and representatives as a result of, or arising out of such default, misrepresentation, breach or failure, which shall survive the Closing or termination of this Agreement. Upon termination of this Agreement pursuant to the previous sentence, the Deposit shall be promptly returned to Buyer, upon which Seller and Buyer shall have no further rights or obligations under this Agreement except those which expressly survive the termination of this Agreement; PROVIDED, if prior to Closing Seller discloses to Buyer in writing that any of the representations and/or warranties in Section 7.1 above have become inaccurate or untruthful due to circumstances beyond Seller's control, and Seller cannot cure or correct the matter(s) to make such representation(s) and/or warranties accurate and truthful, then at or prior to Closing Buyer shall be entitled, as its sole remedy for such inaccurate/untruthful representation and/or warranty, to either (i) waive such breach of such representation or warranty and proceed to Closing (and Seller shall have no liability for such breach), or (ii) terminate this Agreement and receive the Deposit. Upon termination by Buyer of this Agreement pursuant to the previous sentence and receipt by Buyer of the Deposit, Seller and Buyer shall have no further rights or obligations under this Agreement other than those which expressly survive the termination of this Agreement.

8.2 Buyer Default. In the event of a default or misrepresentation by Buyer under this Agreement or the failure of Buyer to timely perform any of its other obligations under this Agreement, which default, misrepresentation, breach or failure shall remain uncured for ten (10) days after Seller notifies Buyer in writing of same, then Seller shall, as its sole and exclusive remedy, be entitled to terminate this Agreement and retain the Deposit and as liquidated damages. Seller and Buyer agree and acknowledge that it would be impossible to accurately determine Seller's damages in the event of Buyer's default, and retention of the Deposit is a fair and equitable

estimate as to the damages that would be suffered by Seller in the event of willful default by Buyer under this Agreement.

SECTION 9 – BROKERS.

9.1 Broker. Seller and Buyer each represent and warrant to the other that they have not retained or worked with any broker, finder or other person or entity which might be entitled to a commission in connection with the subject transaction, except GovDeals who shall be owed a Buyer's Premium (or sometimes referred to as "Administrative Fees") fee of five percent (5%) of Purchase Price to be paid by Buyer, as detailed above. Seller and Buyer shall indemnify, defend and hold harmless the other from and against the claims, demands, actions and judgments of any and all other brokers, agents and other persons or entities alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. This Section 9.1 shall survive the Closing or termination of this Agreement.

SECTION 10– CASUALTY; CONDEMNATION.

10.1 Casualty. If, prior to the Closing, the Property or any portion thereof is damaged by fire or other casualty, Seller shall promptly send written notice to Buyer of same, and Buyer shall be entitled to, in Buyer's sole discretion, terminate this Agreement by written notice to Seller of such termination, in which event the Deposit shall be promptly returned to Buyer, and Seller and Buyer shall have no further rights or obligations under this Agreement except those obligations which expressly survive termination. If Buyer does not elect to terminate this Agreement, then Seller shall assign to Buyer any insurance claims and/or proceeds held by Seller due to such damage, the Purchase Price shall be reduced by the amount of any deductible applicable to such insurance, and Seller and Buyer shall proceed to Closing as otherwise contemplated by this Agreement.

10.2 Condemnation. If, prior to the Closing, the Property or any portion thereof is taken, or becomes subject to notice or proceedings in connection with a contemplated taking, Seller shall promptly send written notice to Buyer of same. Buyer shall, within ten (10) days after Buyer's receipt of such written notice from Seller, be entitled to, in Buyer's sole discretion, terminate this Agreement by written notice to Seller of such termination, in which event the Deposit shall be promptly returned to Buyer, and Seller and Buyer shall have no further rights or obligations under this Agreement except those obligations which expressly survive termination. In the event that Buyer does not so terminate this Agreement, Seller shall assign to Buyer all rights and causes of action of Seller with respect to such taking, and Seller and Buyer shall proceed to Closing as contemplated by this Agreement.

SECTION 11 – MISCELLANEOUS.

11.1 Governing Law. This Agreement shall be governed by the laws of the State in which the Real Property is located, without regard to rules regarding conflicts of laws.

11.2. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. Faxed or scanned copies of the signatures of either of the parties to of this Agreement shall be valid and enforceable as if they were originals.

11.3 Entire Agreement. This Agreement, together with the attached exhibits, contains all of the terms and conditions of the agreement between the parties hereto, and any and all prior and contemporaneous oral and written agreements are merged herein.

11.4 Modifications and Waivers. This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any party, be waived orally. Changes and waivers can be made only in writing, and the change or waiver must be signed by the party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

11.5 Parties Bound; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, successors, and assigns of the parties hereto; provided, no assignment by either party shall release such assigning party from its obligations hereunder. Buyer may, without Seller's consent but upon prior written notice to Seller, assign this Agreement in part or in whole to an entity controlled, in whole or in part by, or under common control with, Buyer or its principals or any affiliate of Buyer.

11.6 Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be given by (a) personal delivery, (b) registered or certified mail, postage prepaid, return receipt requested, (c) overnight via a nationally recognized overnight courier, or (d) electronic mail (e-mail), addressed as set forth below. Notice shall be deemed given (a) in the case of personal delivery or registered or certified mail, on the date on which the notice is received or refused by the party to which such notice was sent, (b) in the case of delivery via overnight courier, on the next business day immediately following delivery of such notice to the overnight courier and (c) in the case of delivery via e-mail, upon confirmation of receipt by the recipient.

Notices pursuant to this Agreement shall be addressed as follows:

If to Seller: Hinds Community College District
Attn: Dr. Victor Parker
P.O. Box 1100
Raymond, MS 39154
Email: victor.parker@hindsec.edu

With copy to: Adams and Reese LLP
Attn: Philip Hollimon
1018 Highland Colony Pkwy, Ste. 800
Ridgeland, MS 39157
Email: philip.hollimon@arlaw.com

If to Buyer: _____

Email: _____

With copy to: _____

11.7 Section Headings. The captions and headings in this Agreement are for convenience only, and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

11.8 Severability. If one or more of the provisions of this Agreement or the application thereof shall be invoked, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or any other application thereof shall in no way be affected or impaired.

11.9 Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties hereto, it being recognized that both Seller and Buyer are sophisticated parties and are represented by counsel of their choosing, and have contributed substantially and materially to the preparation of this Agreement.

11.10 Third-Party Beneficiary. The provisions of this Agreement are not intended to benefit any parties other than Seller and Buyer.

11.11 Attorney's Fees. In the event of conflict or litigation with respect to this Agreement, the losing party shall pay the prevailing party's costs and expenses, including, without limitation, reasonable attorney's fees, in connection with same.

11.12 1031 Exchange. If so requested by either party, the other party will, at the expense of the requesting party, reasonably cooperate with the requesting party in structuring and completing this transaction for the requesting party so as to effect a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code, as amended.

11.13 Dates/Days. As used herein, a business day shall mean any day other than Saturday, Sunday or other day that commercial banks in the State of Mississippi are authorized or required to close under applicable law. In the event that any date provided for in this Agreement shall fall, or that any time period provided for in this Agreement shall expire, on a day which is not a business day, such date or period shall be extended through the next business day. In the event that this Agreement provides that any date shall fall or any period shall expire a given number of days after

or following an identified date or event, such identified date or the date on which such identified event occurred shall not be included as one of such given number of days.

11.14 Time of Essence. Time is of the essence for all matters set forth in this Agreement.

SECTION 12 – POST-CLOSING COVENANTS.

12.1 Survival of Covenants. The covenants and agreements in this Agreement (a) that by their nature are required to be performed by or prior to the Closing shall terminate as of the Closing Date and (b) that by their nature are required to be performed following the Closing Date shall survive the Closing in accordance with their terms, and a claim may be brought in respect of a breach thereof, until sixty (60) days following the last date on which each such post-Closing covenant was required to be performed.

12.3 Additional Special Provisions. _____

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have set forth their hands as of the Effective Date.

SELLER:

HINDS COMMUNITY COLLEGE DISTRICT

By: Dr. Victor Parker
Its: Vice President of Finance and CFOP.O. Box 1100
Raymond, MS 39154
Email: Victor.Parker@hindsc.edu

BUYER:

Name
Address
City, State and Zip
Email:

EXHIBIT A

Property Legal Description

1. Identified as Parcel Number: 645-151 and 645-151-1:

A certain parcel of land located in Lots 4 and 5 of Equitable Investment Company, Part 1, being a subdivision of a part of the S ½ of the S ½ of Section 12, and a part of the N ½ of Section 13, Township 5 North, Range 1 West, First Judicial District of Hinds County, Mississippi, and more particularly described as follows:

Commencing at a concrete monument in the NE corner of Lot 4 of Equitable Investment Company, Part 1; thence West 0°00' a distance of 1,150.37 feet to a concrete monument, which point is the point of beginning; thence South with an interior angle of 90°51' a distance of 1,076.75 feet; thence East with an interior angle of 88°51' a distance of 547 feet; thence South with an interior angle of 88°35' a distance of 416.7 feet to the North right of way line of the Jackson-Raymond Road; thence north-easterly along said right of way line with an interior angle of 69°04' a distance of 126.09 feet; thence North with an interior angle of 110°56' a distance of 1,493.45 feet to the North line of Lot 4, Equitable Investment Company, Part 1; thence west with an interior angle of 89°09' a distance of 656.0 feet to the point of beginning. Said parcel containing 17.25 acres, more or less.

And being the same property conveyed to Hinds County, Mississippi on May 22, 1961, duly recorded in **Deed Book 1290 at Page 597** in the office of the Chancery Clerk of the First Judicial District, Hinds County, Mississippi.

LESS & EXCEPT:

Beginning at a concrete monument in the NE corner of Lot 4 of Equitable Investment Company, Part 1; thence run West 0°00' a distance of 1,150.37' to a concrete monument; thence run S 1°02' W a distance of 1,076.75' to an iron pin, said point being the SW corner of property conveyed to Hinds County from Dr. Hudson Chadwick Est. (May 1961); run thence N 16°16' E a distance of 382.10' to a point, said point being the point of beginning of the property herein described; run thence N 1°02' E a distance of 140.0'; run thence N 88°53' W a distance of 100.0'; run thence S 1°02' W a distance of 140.0'; run thence S 89°03' E a distance of 100.0' to the point of beginning; said parcel containing 0.32139 acre (14,000 S.F.).

The above-described property being situated in Lot 5 of Equitable Investment Company, Part 1, and the SW ¼ of the SE ¼ of Section 12, T-5-N, R-1-W, First Judicial District, Hinds County, Mississippi.

And being the same property conveyed by Hinds County, Mississippi to Ball, Pittman, Lewis and Banks Clinic for Women, P.A. on March 10, 1975, duly recorded in **Deed Book 2270 at Page 73** in the office of the Chancery Clerk of the First Judicial District, Hinds County, Mississippi.

AND LESS & EXCEPT:

Commence at a concrete monument marking the NE corner of Lot 4, Equitable Investment Company, Part 1, as recorded in Plat Book 4 at Page 87 in the office of the Chancery Clerk of

Hinds County, Mississippi, said monument is also the NE corner of the City of Jackson property leased to Mississippi National Guard, as recorded in Deed Book 1292 at Page 44 in the aforesaid Chancery records, and run westerly, along the northern boundary of said Equitable Investment Company, Part 1 and the City of Jackson property, 475.72 feet to an iron bar marking the NE corner of and the Point of Beginning for the property herein described, said point is also the NW corner of said City of Jackson property; continue thence westerly, along said northern boundary of Equitable Investment Company, Part 1, 54.01 feet to an iron bar; turn thence through an interior angle of 180°38' and run westerly, 270.00 feet to an iron bar; turn thence through an interior angle of 90°00' and run southerly, 127.79 feet to a point that is 35 feet North of and parallel to the existing centerline of Chadwick Drive, as it is now (April, 1981) in use; turn thence through an interior angle of 89°42' and run easterly, 35 feet North of and parallel to the existing centerline of Chadwick Drive and its easterly projection thereof, 321.21 feet to the western boundary of aforesaid City of Jackson property; turn thence through an interior angle of 91°34' and run northerly, along said western boundary, 126.73 feet to the Point of Beginning, containing 0.94 acres, more or less.

And being the part of the same property leased by Hinds County, Mississippi to Hinds Junior College District on November 5, 1980, duly recorded in **Deed Book 2810 at Page 638** in the office of the Chancery Clerk of the First Judicial District, Hinds County, Mississippi.

AND LESS & EXCEPT:

A certain parcel of land being a part of Lot 5, Equitable Investment Company # 1, a subdivision according to the map or plat thereof, on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, as now recorded in Plat Book 4 at Page 87, being situated in the South ½ of the South ½ of Section 12, T5N-R1 W, City of Jackson, Hinds County, Mississippi, and being more particularly described as follows:

Begin at the Northwest corner of said Lot 5, Equitable Investment Company # 1 and run thence North 89 degrees 55 minutes 00 seconds East along the North line of said Lot 5 for a distance of 351.00 feet to a set ½" iron pin; leaving said North line of Lot 5, run thence South 00 degrees 08 minutes 25 seconds West for a distance of 129.19 feet to a set ½" iron pin on the North right-of-way line of Chadwick Drive (as now laid out and improved); run thence South 89 degrees 32 minutes 30 seconds West along said North right-of-way line of Chadwick Drive for a distance of 353.00 feet to a set pk nail in an asphalt drive; leaving said North right-of-way line of Chadwick Drive, run thence North 0 1 degrees 00 minutes 25 seconds East for a distance of 131.52 feet to the POINT OF BEGINNING, containing 1.05 acres, more or less.

And being the same property leased by Hinds County, Mississippi to Jackson HMA, Inc., as assigned and assumed March 31, 1999, duly recorded in **Deed Book 5887 at Page 153** in the office of the Chancery Clerk of the First Judicial District, Hinds County, Mississippi.

AND LESS & EXCEPT:

Any and all portion(s) of the Subject Property, first described herein above, lying within the boundaries of a public road.

AND LESS & EXCEPT:

A parcel or tract of land, containing 1.1416 acres (49,727.21 Sq. Ft.), more or less, lying and being situated in Section 12, T5N-R1W, First Judicial District of Hinds County, Mississippi, also lying and being situated in Lot 5 of the Equitable Investment Co. #1 Subdivision as referenced on map or plat of same in Plat Cabinet A at Slot 332, previously found in Plat Book 4 at Page 87, of the Records of the Office of the Chancery Clerk of said First Judicial District of Hinds County, at Jackson, Mississippi, said parcel being a part of the Hinds County, Mississippi property as described in Deed Book 1290 at Page 597 of the Records of said First Judicial District of Hinds County, Mississippi, and being more particularly described as follows:

COMMENCING at an iron pin lying at the NE corner of Lot 4 of the above referenced Equitable Investment Co. #1 Subdivision; run thence

West for a distance of 1150.37 feet to an iron pin lying at the NE corner of Lot 6 of said Equitable Investment Co. #1 Subdivision, said point also being and lying at the NW corner of the above referenced Hinds County, Mississippi property as described in Deed Book 1290 at Page 597 of the Records of said Hinds County, Mississippi; thence

South 00 degrees 51 minutes 00 seconds West along the Westerly boundary of said Hinds County, Mississippi property, for a distance of 195.32 feet to an iron pin, said point lying on the Southerly boundary of Chadwick Drive, as it existed in February, 2015 and **POINT OF BEGINNING** of the herein described property; thence

Leaving the Southerly boundary of said Chadwick Drive, continue South 00 degrees 51 minutes 00 seconds West along the Westerly boundary of said Hinds County, Mississippi property for a distance of 251.93 feet to an iron pin; thence

Leaving the Westerly boundary of said Hinds County, Mississippi property, run East for a distance of 199.28 feet to an iron pin; thence

North for a distance of 251.90 feet to an iron pin lying on the Southerly boundary of the above referenced Chadwick Drive; thence

West along the Southerly boundary of said Chadwick Drive, for a distance of 195.54 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.