AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into as of the ___ day of February, 2015, by and between Jones Gilliland Group, LLC, a Tennessee limited liability company (“JGG”) and Board of Education for the Lakeland School System (the “Board”).

RECITALS:

A. JGG is the owner of that certain parcel of real property comprising approximately 94 acres in the City of Lakeland, Shelby County, Tennessee, all as more particularly set forth on Exhibit “A” attached hereto (the “Property”).

B. By letter dated December 16, 2014 (the “Acquisition Offer”), the Board proposed certain terms and conditions for the possible acquisition of the Property by the Board for the use and construction of a public school and related facilities.

C. By letter dated December 22, 2014 (the “Response Letter”), JGG responded to the terms of the Acquisition Offer and proposed additional terms and conditions to the Board.

D. The parties have agreed that before the Board and JGG can enter into a purchase and sale agreement with respect to the acquisition of the Property by the Board, the Board must undertake extensive due diligence for the development of the Property, and that in order to facilitate such due diligence, the Parties have agreed to enter into this Agreement to set for the terms and conditions by which the Board may enter upon the Property and conduct its due diligence prior to execution of a binding purchase and sale agreement.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated as if fully restated herein.

2. Due Diligence Period. The Board, its agents and contractors, shall have ninety (90) days (the “Initial Examination Period”) from the date hereof within which to conduct such tests, studies, inspections and other examinations (collectively “Examinations”) as it may elect in its sole judgment, to determine the suitability of the Property for the development and construction of a school, park and other uses and supporting facilities and infrastructure. Such Examinations may include, but shall not be limited to, soil tests, borings, engineering studies, environmental studies, feasibility studies, topographical surveys, drainage plans, marketing studies, financial studies, utility availability investigations, public forum, and ability to obtain building permits and all other required or desirable permits or licenses. At the end of the Initial Examination Period, the Board shall notify JGG of its determination of the suitability of the Property for the Board’s purposes, and if the Board determines that it desires to move forward toward the acquisition of the Property, then JGG and the Board agree to negotiate in good faith the terms of a binding purchase and sale agreement.
The Board shall have the right to extend the Initial Examination Period for one (1) additional thirty (30) day period (the “Additional Examination Period” and together with the Initial Examination Period, the “Examination Period”), upon the giving of prior written notice to JGG.

3. Access to the Property. During the Examination Period, the Board and its agents, employees and contractor shall have the right to enter upon the Property at all times to conduct the Examinations. In addition, JGG shall grant the right of access to the Board over and across other land and property owned or controlled by JGG (the “Access”). The location of such Access shall be reasonably determined by JGG. The Board shall coordinate with JGG its use of such Access, and JGG and the Board shall coordinate use of the Access, including any required prior notice or other considerations.

4. Repair of Property after Examination Period. In the event that the Board determines that the Property is not suitable for its intended purposes, then the Board shall return the Property to its substantial condition immediately prior to the Examinations. Further the Board shall repair any damage to any adjacent property of JGG through or over which ingress and egress was granted to access the Property.

5. Removal of Trees. The parties hereto agree that in order to conduct the Examinations, it will necessary for the Board to remove trees and other vegetation growing on the Property (collectively the “Trees”). The Board agrees that prior to any removal or cutting of any Trees, the Board shall obtain the consent of JGG of such removal (which consent shall not be unreasonably withheld, conditioned or delayed). Nothing herein shall require the Board to replace any trees or vegetation so removed.

6. Insurance. Prior to undertaking any activity or exercising any rights granted in this Agreement, the Board shall obtain and deliver to JGG, and shall cause all of the Board’s contractors, agents and representatives to obtain and subsequently maintain in full force and effect throughout the duration of this Agreement, commercial general liability insurance in an amount not less than One Million and No/100 Dollars ($1,000,000.00). Such policy or policies cover damage to property and persons resulting from or connected with any activity of the Board as contemplated under this Agreement.

7. Notice and Approval. All notices required or permitted to be given hereunder shall be in writing and shall be delivered to the parties at the following addresses:

If to JGG: Jones Gilliland Group, LLC
P.O. Box 118
Brunswick, TN 38014
(p)

And to:

________________________________________
________________________________________
________________________________________
If to Board: Board of Education for the Lakeland School System
Attn: Kevin Floyd, Esq.

And to: Southern Educational Strategies, LLC
262 German Oaks Drive, Suite A
Memphis, TN 38018
Attn: Dr. Jim Mitchell
(p) (901) 413.8336

And to: Harris Shelton Hanover Walsh, PLLC
999 Shady Grove Road, Suite 300
Memphis, TN 38120
Attn: Allison T. Gilbert, Attorney at Law
(p) (901) 682.1455

Notice shall be deemed to be served upon deposit in an office of the United States Postal Service, or successor governmental agency, registered or certified mail, return receipt requested, or upon receipt by a reputable overnight courier service, receipt requested.

8. Amendments. This Agreement may be amended or supplemented only by a written instrument signed by both parties hereto.

9. Authority. The parties each hereby represent and warrant to the other that each has the full right, power and authority to enter into this Agreement and to cause the same to create a legal and binding obligation of such party, enforceability in accordance with the terms hereof.

10. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be considered an original, but together shall constitute but one and the same agreement.

11. Governing Law. This Agreement shall be governed by and all disputes related hereto shall be determined in accordance with the laws of the State of Tennessee.

12. Successors. This Agreement shall be binding upon the parties hereto, their respective heirs, administrators, personal representatives, successors and assigns.

13. Captions. The captions or section headings are for convenience and ease of reference only and shall not be construed to limit, modify or alter the terms of this Agreement.

14. Calculation of Time. In the event the final date of any time period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday, in such event, such time period shall be extended to the next regular business day.
[Signatures on Following Pages]
SIGNATURE PAGE TO
AGREEMENT

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their authorized officer as of the date first set forth above.

JGG:

JONES GILLILAND GROUP, LLC,
a Tennessee limited liability company

By: ____________________________
Name: __________________________
Title: ___________________________

BOARD:

BOARD OF EDUCATION FOR THE LAKELAND SCHOOL SYSTEM

By: ____________________________
Name: __________________________
Title: ___________________________